

Appendix A1
Evidence of Educational Need

Appendix B
Curriculum Outline per Grade Span

The School's curriculum will focus on clear and measurable expectations for student learning and covers the core subject areas of Reading/Language Arts, Mathematics, Social Studies, and Science with an emphasis on technology and innovative studies. In addition, the School offers classes in Spanish, Art, Music and Physical Education. The curriculum will continuously reflect high quality instruction and implement research-based strategies, innovations and activities that facilitate achievement for all students. Through the curricular emphasis on technology the students will receive a world-class education and an excellent preparation for an advanced level high school curriculum. The school will have the following processes in place to support the delivery of the curriculum:

- continuous review of curriculum to ensure a year's worth of learning of all state – benchmarks
 - o research-based instructional practices (i.e., Breaking Rank II)
 - ✎ collaborative leadership: professional learning communities, shared leadership, and student and staff leadership development;
 - ✎ personalization: attention to all students, mentoring, and school/community connections;
 - ✎ curriculum, instruction and assessment: providing access to rigorous coursework, utilizing differentiated instruction techniques and using multiple assessments for data-driven decision making
- principal evaluation through daily classroom walkthroughs (principal is expected to have strong awareness that all teachers are utilizing the best practices and implementing the instructional initiatives with fidelity)
- principal evaluation through weekly classroom walkthroughs (principal is expected to have strong awareness that all teachers are utilizing the best practices and implementing the instructional initiatives with fidelity)
- The School Improvement Plan (SIP) will be used as a quality assurance tool to ensure that the curriculum goals are being accomplished.
- assessment data to make instructional decisions and plan interventions
- weekly grade level and monthly staff meetings
- ongoing professional development workshops
- before and afterschool tutoring for remediation and acceleration
- targeted interventions for struggling readers and students performing below grade level.
- integration of long-term thematic projects across the curriculum
- multiple ELL and ESE strategies across the curriculum
- focus on differentiated instruction for learning styles
- integration of technology across all major disciplines of Technology can provide meaningful learning experiences for all children, especially those at risk of educational failure. DAT intends to capitalize on the relationship between technology and education reform in order to help students to develop higher order skills and to function effectively in the world beyond the classroom.

The School's curriculum will require students to interact with each other, apply curriculum to real-life situations, and use a variety of technological tools beyond the classroom. Teachers will incorporate various teaching strategies to accommodate all learning styles. In accommodating individual learning styles and needs the School's curriculum incorporates the following instructional practices:

Interdisciplinary Connections - Curricular decisions will be guided by the aim through student mastery and achievement rather than by an effort merely to cover content. As teachers build on interdisciplinary connections, students naturally begin to link information between and among courses, increasing the relevancy of skills and content in such courses.

Vertical and Horizontal Teaming: Horizontal and Vertical Teams exist throughout the School and also throughout the Doral System, creating opportunities for success in every classroom, because both grade-level and content-area teams work together to align curriculum, instruction, and assessment. The PLCs provide opportunities within Doral to engage multiple teaming patterns. For example, PLCs by grade level and PLCs across-disciplinary teams work collaboratively to plan and implement standards-based instruction and connections across content areas, respectively.

To further illustrate, in-school curriculum council meets across all disciplines, while another active PLC is meets by subject area. Additionally, the Doral system also has a Doral Reading Coaches PLC, Doral Science PLC and a Doral Mathematics PLC with Language Arts and Social Studies PLCs, planned for the future which will included staff from all Doral schools in each county the school serves students.

Differentiated and Standards-Based Instruction – The School's ultimate goal is to provide a learning environment that will maximize the potential for student success. Teachers will use differentiated instructional strategies that connect with individual student's learning needs. Teachers will manage instructional time to meet the standards while providing motivating, challenging, and meaningful experiences for students to receive and process information in ways that require differentiation of experience. These instructional practices will include:

- **Direct Instruction (lecturing/modeling):** this methodology will be used when teachers need to explain or demonstrate specific content and skills. Explicit, systematic instruction will be based on the NGSSS Standards, as adopted. This instruction is structured and based on mastery learning. Frequent Curriculum-based assessments help place students in ability groups for further differentiated strategies and identify students who require additional intervention.
- **Scaffolding** - Teachers will identify the current developmental skills of individual students based on assessments and provide support structures to help students move to the next level. As the year goes on, the student becomes more adept at skills and at directing his or her learning, and becomes more autonomous

- Cooperative Learning – Teachers will guide small-group learning, to increase communication and teambuilding skills. It is based on grouping small teams of students heterogeneously according to ability, interest, background, etc. Some Cooperative learning activities will include Jigsaw II, STAD-Student Teams, or Group Investigation.
- Inquiry-Based Learning - Based on the scientific method, this student-centered strategy will require students to conduct investigations independent of the teacher, unless otherwise directed or guided through the process of discovery. Teachers will use this strategy in developing critical thinking and problem solving skills.
- Information Processing Strategies - Teaching students "how to" process information is a key factor in teaching students how to strategically organize, store, retrieve, and apply information presented. Such strategies will include memorization, KWL, reciprocal teaching, graphic organizing, scaffolding, or webbing
- Behavior Management – We believe that both teachers and students need to be provided with a consistent behavior management system so that maximum time can be spent teaching and learning. Inappropriate behaviors that interfere with the learning process and the expectations set for character development can be reduced and ultimately extinguished through consistent, best practice behavior management techniques.

Behavior management based on a positive reward/point system will be in place in all classrooms from the beginning of the first year of operation. Pre-service and in-service training will be required of all teachers. Each teacher, then, will be given the opportunity to implement her/his own behavior management techniques in their respective classrooms. The ultimate goal will be to remove these systems from the classrooms, based on the theory that appropriate behaviors will be internalized and external reward systems will no longer be necessary.

Accountability - Teachers at The School are required to document instruction of the Standards and/or NGSSS, as adopted, (including ELL and ESE strategies) by completing daily lesson plans, as well as records of weekly and monthly thematic unit plans. Lesson plans identify specific objectives taught and benchmarks met as listed in the curriculum. Furthermore, teachers are required a common board configuration in all classes and will be evaluated by the administrative team during daily walkthroughs. The Principal will check lesson plans weekly and conduct a daily walk through classrooms to ensure that curricular objectives are being documented in each teacher's lesson plan book and taught accordingly.

Reading/Language Arts

The School's Language Arts program includes strategies for students reading at grade level or higher, as well as for students who are reading below grade level. It is expected that students will master reading, writing, and verbal skills through continuous infusion of reading skills in all subject areas. The program emphasizes critical and creative thinking skills through instruction aligned to the Standards. Lessons will be based on broad topics covering the reading process, literary analysis, the writing process, communication, information and media literacy.

All students will be required to write on a daily basis across the curriculum (i.e. Informative, Persuasive, and Creative Writing). Each class will be responsible for an on-going writing project that is appropriate to each grade level beginning in Kindergarten. The ongoing writing strategies such as Prewriting, Editing for Language Conventions and Publishing will help develop effective writers and enhance student performance on District and State writing assessments. Writing will also be stressed throughout the curriculum through projects such as daily journal entries and a school newspaper. The use of technology in the writing process further enhances the program, as students publish their work. Writing before, during, and after the main story selection from the state adopted text will provide systematic, explicit writing instruction and ample practice in spelling, grammar, usage, and mechanics daily.

At the completion of the course, students will have achieved a year's worth of learning by mastering, at minimum, the objectives and concepts aligned to the Standards for Reading and Language Arts.

The School will use state-adopted instructional materials including the College Board Springboard Language Arts/English textbooks to align curriculum with the Standards and to further prepare students for Advanced Placement courses in high school.

At the middle school level, the Language Arts program will provide instruction and promote academic excellence in reading, writing, oral communications, and the interpretation of literature. The Language Arts program will reflect critical and creative thinking and a balance of its several components, including reading, writing, speaking, listening and viewing. Teachers will address Standards and utilize benchmarks for Language Arts instruction/coursework to prepare students for mastery of those standards.

The Program will further develop student's ability to communicate, clearly, accurately and effectively in speech and writing. The content will include, but not be limited to, the study

and interpretation of traditional and contemporary literature, application of the writing process, formal grammar and usage, and effective use of speaking and listening skills, higher-order reading skills, and study skills enabling success in school and beyond when entering the world of work.

In middle school Language Arts classes, we will use the SpringBoard along with supplemental materials endorsed and/or recommended by the College Board, to ensure that rigor, relevance and relationships can be drawn and students can meet and/or exceed goals set forth in this petition and by the proposed school, moving forward.

The Doral curriculum will develop learners' understanding, knowledge and skills, and through the delivery of a performance-based Language Arts/Literacy curriculum, will address national standards of education, including but not limited to NC Standards for English/Language Arts, as applicable, by grade level and/or course subject. The teaching of Language Arts at the middle school level will develop students' abilities to use language effectively, to communicate in speech and in writing and to respond with understanding and insight to a wide range of texts. The School will continue to emphasize Listening, Speaking, Reading, and Writing, across all curriculum areas and grade levels, including content areas, and will utilize the NC Standards to through all content areas in grades 6-8 to drive instruction in all content areas.

Mathematics

The Mathematics curriculum will be aligned with NCTM Principles, as adopted, for Mathematics by grade level for grades K-8. Additional resources, such as, Carnegie, Mathia, Math IXL and USA Prep may help supplement lessons. Mathematics activities will also include mental math, math stories, math games, and competitions (i.e. Math counts and Math Bonanza). The school commits to use digital state-adopted materials in accordance with the district's adoption and as approved by the district/state for use in 2015.

Every student will be able to acquire the knowledge and skills to make sense of data, interpret technical materials, understand linear and nonlinear growth, manipulate formulas, distinguish logical arguments, and apply geometric principles. The content will include, but not be limited to operations, numeration, whole numbers, fractions, decimals, percent's, ratio and proportion, equations, inequalities, functions, expressions, properties, constructions, area, volume, proofs, limits derivatives, integrals and the development of logical reasoning skills. The discipline of math enhances pattern recognition, which is transferable not only to other subject areas but also to real-world problem solving.

Furthermore, teachers at the School will focus on how the following five (5) standards that describe how content is taught:

- Problem Solving: Engage in tasks for which the solution method is not known in advance.

- Reasoning and Proof: Think analytically.
- Communication: Share ideas and clarify understanding.
- Representation: Understand ways in which mathematical ideas are represented.
- Connections: Understand how mathematical ideas interconnect and build on one another.

Teachers will pace instruction using Curriculum Pacing Guides by subject and grade level. Students requiring further strengthening in mathematics will be enrolled in M/J Intensive Mathematics.

Grades 6-8 The School will follow the state course descriptions for the following courses to be offered in grades 6-8. The purposes of these courses are to provide instruction and promote academic excellence in basic mathematic skills, geometry, algebra, problem solving, and mathematical reasoning.

Advanced and Advanced Gifted Courses will be offered depending on the need of the student population.

SpringBoard Math will be used to address the rigorous content standards of the NC Standards and incorporates the mathematical practice standards throughout content across grades 6-8. It incorporates research based best practices into the materials and professional development. SpringBoard begins with "the end in mind" – with 2 to 3 Embedded Assessments per unit and scaffolds instruction to ensure academic success on performance tasks.

Science

The Science curriculum will prepare students to achieve the NGSSS, as adopted by incorporating an inquiry based approach to learning of the central science themes: matter and energy, force and motion, earth and space, processes of life, and the scientific method. In addition, supplemental materials such as Science Weekly, National Geographic and/or other comparable scientific magazines may be used. Teachers will utilize the NGSSS while incorporating FCAT 2.0 test item specifications in their daily lesson plans. Moreover, students will participate in weekly hands-on science investigations, exposing students to the scientific process and scientific thinking. In grades 6-8, students will be encouraged to participate in Science Clubs where they will be able to explore and investigate the steps to the scientific method. The school commits to use these or other digital state-adopted materials in accordance with the district's adoption for 2015 and as approved by the district/state for use by the charter school.

Additionally, the School will take an active approach regarding Science instruction. Teachers will be encouraged to engage students through the following ways:

- Quantitative and qualitative observations
- Investigation of thoughtful questions

- Design and conduct experiments and other types of investigations
- Collect and organize data
- Make logical predictions and offer reasonable explanations
- Explore possible conclusions
- Communicate their understanding

Supplemental Science instructional materials will be gathered for lesson plans using the following resources:

- National Institute of Science Education
- National Science Teachers Association
- Technology: Including but not limited to, GIZMOS, and Brainpop, and computer-based programs will assist students visually in understanding science concepts.

The purpose of the courses offered is to provide students with a broad knowledge of scientific concepts. All of the science courses are designed to promote a sense of inquiry through laboratory experiences and to develop critical thinking skills. The courses offer conceptual development in the earth, life, and physical sciences and will cover a gambit of topics therein. Earth and Space sciences focus on the relationships between the environment, our solar system, and the universe, along with the structure of our own planet and how these factors influence life on Earth.

The life science courses deal with the living world, cells, relationships between plant and animal life, and the biotic and a-biotic factors that influence these relationships. Physical sciences approach the concepts of energy. The School will develop Professional Learning Communities of science teachers to help students:

- Examine and explore student misconceptions and provide opportunities for students to apply concepts in the real world
- Explore their surroundings for evidence of cause and effect relationships that exist in Earth/Space science.
- Work on hands on interactive activities and write to compare and contrast biological and environmental concepts
- Conduct laboratory investigations during and after school hours to increase scientific thinking.

*Senior High School Credit(s) for Students in Grades 6, 7, and 8. Students may enroll in selected senior high school courses for the purposes of pursuing a more challenging program of study; however, students are required to adhere to End of Course requirements for Biology.

*The EOC Assessments will be computer-based, criterion-referenced assessments that measure the Standards/NGSSS for specific high school level courses, as outlined in the

course description. Achievement levels shall range from Level 1 (lowest) to Level 5 (highest). Achievement Level 3 will indicate satisfactory performance.

STEM Curriculum

Mathematics and Science Connection:

K-5 Engineering Is Elementary (EiE): Engineering and Technology Lessons for Children developed by the National Center for Technological Literacy (NCTL) will be used by teachers to augment SCIENCE lessons, create interdisciplinary projects, and reinforce science concepts being taught in grades 1-5. The *Engineering is Elementary* curriculum is NOT an independent curriculum. Rather, it is integrated with science; the lessons assume that the students are studying or have already studied the science concepts that are then utilized in the engineering lessons. Each EiE unit is paired with a science topic or topics from the general standards-based curriculum. Each unit also focuses on:

- one field of engineering (such as mechanical or environmental)
- one country and culture from around the world.

Teachers will engage students in the engineering design process using:

Storybooks featuring child characters from a variety of cultures and backgrounds, who introduce students to an engineering problem. Students are then challenged to solve a problem similar to that faced by the main character. In addition to providing context, the storybook also serves to introduce engineering and technology concepts and terms, and reinforce science vocabulary.

Lesson plans for teachers. EiE teacher guides include vocabulary, learning objectives, tie-in science content, detailed materials and preparation sections, and step-by-step instructions on how to facilitate each EiE activity.

Duplication masters (DMs) for student handouts. To accommodate differences in students' cognitive and linguistic abilities, EiE units contain two versions of many DMs: Basic (lower reading level, less writing, less cognitively complex, suggested for grades 1 and 2) and Advanced (higher reading level, more writing, more cognitively complex, suggested for grades 3-5). Teachers can choose the DMs that best meet the needs of their students.

Grades 6-8 In support of the STEM Initiative at the middle grades, the school will seek to kindle the desire for middle school students to become innovators, scientists, technologists and engineers of the future, by exposing them to hands-on scientific and mathematical problem-solving activities that will provide students with a broad knowledge of scientific concepts and establish a solid foundation for students to pursue and have success in rigorous high school science courses. All science courses and science curriculum content will be inquiry-based and hands-on in nature. As part of the Stem Initiative, Instruction in Science will emphasize the important role science plays in both acquiring a new body of knowledge and mastering a scientific approach to problem solving. Students will be

engaged in science inquiry, constructing an understanding of science concepts through their own investigations and analyses using laboratory equipment, whenever appropriate. Science instruction at the School will be riddled with questions designed to stimulate higher-order thinking by students. Instructors will promote discussion about the increasingly international context of scientific activity, its impact and limitations, and the continuous evolution of scientific knowledge.

Below is an example of how the VEX Robotics Course (offered as a middle school elective) addresses National

Science, Mathematics, Technology, and Language Arts Standards. Created by Carnegie Mellon University's Robotics Academy, the curriculum is research-based, aligns with standards, and focuses on the development of 21st century skill sets in students. The full curriculum including lessons and assessments can be viewed at:

http://www.education.rec.ri.cmu.edu/content/curriculum/middle_school/index.htm

http://www.education.rec.ri.cmu.edu/roboticscurriculum/vex_online/

Science Standards

From the National Science Education Standards (NSES)

Systems, Order and Organization

Robots are excellent examples of systems, with many heterogeneous components interacting in organized, methodical ways to achieve results as a whole that they could not have achieved separately.

Examples include:

- Navigation systems (e.g. sensor tells the robot where it is, programmable controller tells the robot how to interpret this information, motors move in order to achieve the desired result)
- Sensing systems (electrical, mechanical, and programming elements of a sensor)
- Power & transmission systems (motor, axle, gear, wheel)
- Manipulator systems
- Lifting systems, vision systems, etc.

Each system can be broken down into subsystems.

Robotics technology is built upon a series of behaviors that can be measured mathematically and are understandable and predictable.

There are many examples that are easy for students to manipulate and understand:

- Gears and mechanical advantage
- Sensors and electronic control
- Wheel diameter and its effect on distance traveled

- Rotation sensor readings and robot path planning

Evidence, Models and Explanation

The investigations included in this curriculum allow students to collect evidence to investigate scientific principles. Robots physically demonstrate many scientific concepts to make them more clear and understandable.

Examples include:

- Electronics and basic circuitry, which can be demonstrated using touch sensors and the VEX power supply
- Gear trains, which demonstrate the ability to mathematically predict mechanical advantage and speed.
- Light sensors, which can detect infrared as well as visible light

Constancy, Change and Measurement

Robots rely on the use of many innate constants in their basic operation. Ultrasonic sensors, for instance, calculate distance based around an assumed value for the speed of sound.

In calculating the distance a robot travels per spin of its motor, fundamental mathematical relationships govern the elements of change and constancy between the different factors involved. For example, the ratio between the diameter and circumference of the wheel is constant ($C=\pi d$). On the other hand, a robot doesn't always need to use the same wheels – they can change – yet, no matter what the size of the wheel, the distance traveled per turn of the wheel remains proportional.

Measurement is fundamental to all aspects of robotics, from matching dimensions of parts to ensure that they can connect properly, to measuring how far your robot went, to measuring how well a prediction matched a result.

Evolution and Equilibrium

Every robot design has a story. As they build and modify their robot designs, students can trace the evolution of their creation as they adapt it in different ways that allow it to complete different tasks, building upon lessons learned from their previous designs.

Equilibrium appears in many different forms as a design factor that students will encounter in designing their robots. For example, a robot's top speed is an equilibrium point between the physical force of friction and the force generated by the motor.

Form and Function

When designing robots, form always follows function.

Whether the design decision involves using large versus small wheels, making the motor power high versus low, or selecting the sensing device the robot will use, all decisions are based on what the robot is expected to do: its function. All of these decisions will affect the final shape of the robot: its form.

Science as Inquiry

<p>As a result of activities in all grades, all students should develop:</p> <ul style="list-style-type: none">• Abilities necessary to do scientific inquiry• Understanding about scientific inquiry <p>Students should be engaged in activities that:</p>	<p>The guided investigations in Robotics Engineering are targeted at specific relevant questions about robotics technologies and concepts that lead to rich exploratory experiences.</p> <p>Some investigations focus on specific portions of</p>
<ul style="list-style-type: none">• Begin with a question• Allow them to perform an investigation• Gather evidence <p>Formulate an answer to the original question Communicate the investigative process and results</p>	<p>the inquiry process, such as evidence-gathering or hypothesis evaluation. Others begin with a question and seek an answer using general inquiry processes.</p>

	Explanation and evaluation are primary abilities applied in answering questions, not simply calculations or summarization.
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Physical Science

<p>As a result of activities in all grades, all students should develop an understanding of:</p> <ul style="list-style-type: none"> • Properties and changes of properties in matter • Motions and forces • Transfer of energy <p>By using simple objects, such as rolling balls and mechanical toys, students can move from qualitative to quantitative descriptions of moving objects and begin to describe the forces acting on the objects.</p> <p>Understanding of energy will include light, heat, sound, electricity, magnetism, and the motion of objects.</p>	<p>Robotics is able to demonstrate many applied physical concepts. Here are a few examples:</p> <ul style="list-style-type: none"> • Mechanical advantage (gears) • Basic circuitry (sensor operation) • Digital and analog electronics (sensors) • Light (lamp, light sensor) • Sound (ultrasonic, sound sensors) • Speed (motors) • Friction (robot movement) <p>Quantitative measurement is a staple of all investigations.</p>
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Science and Technology

<p>As a result of activities in all grades, all students should develop:</p> <ul style="list-style-type: none"> • Abilities in technological design • Understandings about science and technology <p>Students should begin to differentiate between science and technology.</p> <p>In the middle school years, scientific investigations can be completed by activities in which the purpose is to meet a human need, solve a problem, or develop a product rather than explore ideas about the natural world.</p>	<p>Robotics is the premier example of the marriage of science and technology, especially as related to the solving of problems or human needs.</p> <p>Every investigation students conduct with the robot is motivated by the need to advance the performance of the robot in order to meet performance criteria, connecting the “need to know” with the “ability to do”.</p>
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Mathematics Standards Addressed

From the National Council of Teachers of Mathematics (NCTM) Standards

Numbers and Operations

<ul style="list-style-type: none"> • Understand numbers, ways of representing number, relationships among numbers and number systems. • Understand meaning of operations and how they relate to one another. • Compute fluently and make reasonable estimates. 	<p>Robotics uses numbers and operations in nearly all lessons, for example:</p> <ul style="list-style-type: none"> • Calculating distance with rotational sensors (equations, equalities) • Gears, gear ratios and speed (ratios and proportions) • Light sensors and threshold (inequalities) • Wheel circumference, radius and diameter (geometric relationships)
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Algebra

<p>Represent and analyze mathematical situations and structures using algebraic symbols.</p> <ul style="list-style-type: none">• Use mathematical models to represent and understand qualitative relationships.• Analyze change in various contexts.	<p>Robotics lessons that involve algebra include the following:</p> <ul style="list-style-type: none">• Conditional statements (inequalities)• Programming sensors and thresholds (inequalities)• Measuring turns (equalities, solving equations)• Gears and speed (ratios, direct and indirect proportionality)• Passing parameters in functions
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Geometry

<ul style="list-style-type: none">• Precisely describe, classify, and understand relationships among types of two and three-dimensional objects using their defining properties.• Specify location and describe spatial relationships using coordinate geometry and other representational systems.	<p>Robotics situations involving geometry include:</p> <ul style="list-style-type: none">• Wheel rotations and circumference (diameter, circumference)• Identifying locations in order to program a robot to move from point to point (connected path segments)• Interlocking gears and gear ratios (discrete combinations of radii)
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Measurement

<p>Understand measurable attributes of</p> <ul style="list-style-type: none">• objects and the units, systems, and processes of measurement. <p>Apply appropriate techniques, tools and</p> <ul style="list-style-type: none">• formulas to determine measurements.	<p>Understanding the significance and meaning of measurements are central to the understanding of robotics:</p> <ul style="list-style-type: none">• Distance the robot travels (linear measurement, meter stick)• Amount a motor turns (angular measurement)• Directional change of the robot (angular measurement, protractor)• Speed of the robot (rate measurement, meter stick, built-in timer)• Physical quantities measured by sensors (touch, sound, light, distance)• Detectable region of a sensor (ultrasonic sensor, meter stick, 2D graph paper)
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Problem Solving

<ul style="list-style-type: none">Build new mathematical knowledge through problem solving.Solve problems that arise in mathematics and other contexts.Apply and adapt a variety of appropriate strategies to solve problems.Monitor and reflect on the process of problem solving.	<p>In the lessons, there are both guided and open-ended design problems that involve designing, building, and programming needed to create autonomous robots.</p> <ul style="list-style-type: none">How do I get a robot to move a certain distance? (solved through measurement and the verification and use of a proportionality relationship)What does the sound sensor measure? (solved by graphing the sensor readings with tones of varying volume and pitch, then seeing which one indicated an orderly relationship)
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Reasoning and Proof

<ul style="list-style-type: none">Recognize reasoning and proof as fundamental aspects of mathematics.Make and investigate mathematical conjectures.Develop and evaluate mathematical arguments and proofs.Select and use various types of reasoning and methods of proof.	<p>Reasoning in robotics comes in many different forms, including the following:</p> <ul style="list-style-type: none">Experimental reasoning, proof using measurements and physical evidence (Wheels and Distance)Reasoning using equations, proof by solving (Measured Turns)Reasoning about graphs, proof by observing trends (Frequency and Amplitude)
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Communications

<ul style="list-style-type: none">Organize and consolidate their mathematical thinking through communications.Communicate their mathematical thinking coherently and clearly to peers, teachers, and others.Use the language of mathematics to express mathematical ideas precisely.	<p>Each Activity and Investigation includes worksheet questions that require the student to reflect on what they have accomplished or experienced, and describe it or some aspect of it in their own words to someone else. Emphasis is placed upon explaining reasoning in addition to showing calculations.</p> <p>The Engineering Design Challenge includes opportunities for students to communicate with</p>
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	<p>their peers and teachers what they have learned and accomplished.</p>
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Connections

<ul style="list-style-type: none"> • Recognize and use connections among mathematical ideas. • Understand how mathematical ideas interconnect and build on one another to produce a coherent whole. • Recognize and apply mathematics in contexts outside of mathematics. 	<p>One of the strongest features of using robotics to teach math, science, engineering, technology and communications is its ability to make links between multiple disciplines. Students are able to take what they know and connect it to what they are learning, synthesizing new knowledge as they continue.</p>
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Technology Standards Addressed

From the International Technology Education Association (ITEA) Standards

The Nature of Technology

1. Students will develop an understanding of the characteristics and scope of technology.
2. Students will develop an understanding of the core concepts of technology.
3. Students will develop and understanding of the relationships among technologies and the connections between technology and other fields of study.

All robotics activities provide excellent hands-on exposure to technology in use and development.

- Robotics activities feature linkages to advanced technology that allow students to connect their designs to real-world needs and solutions
- Successful robot operation revolves around the application of systems concepts to make sensors, actuators, and other components work together
- Design processes take into account goals, resources, and trade-off factors to achieve optimal results
- Technology exists in proper context alongside applications in science, math, and engineering
- Several different technologies (e.g. desktop computer, USB/Bluetooth peripheral interface, mobile robotics controller, electromechanical sensors and actuators) are routinely used together in the operation of the VEX robot system, and all are necessary for it to work

Technology and Society

6. Students will develop an understanding of the role of society in the development and use of technology.

Design

8. Students will develop an understanding of the attributes of design
9. Students will develop and understanding of engineering design
10. Students will develop an understanding of the role of troubleshooting, research and development, invention and innovation, and experimentation in problem-solving.

Students gain first-hand experience with developing a functional robotic system in many activities, including:

- The Orchard Project
- The Hot Dog Maker
- Automated Work Cell

Abilities for a Technological World

11. Students will develop the ability to apply the design process
12. Students will develop the ability to use and maintain technological products and systems

Students will apply design processes continually while working with and developing the robot. Here are some basic examples:

- VEX competitions

In the course of working with the robot, students will be responsible for the maintenance of their robots:

- Mechanical soundness (the robot needs to be kept in good enough condition to perform its tasks daily)
- Organizing information (students must keep good enough records to know how to use systems they initially designed days or weeks earlier)
- Troubleshooting (robots have problems—often— and students must be able to identify and solve these issues as they arise)

Students will work with many important technologies as part of the operation of the VEX system:

- VEX electronic microcontrollers
- Desktop/laptop computer and software (VEX Programming Software, word processor for write ups, spreadsheets for data graphs)
- Peripheral interfaces (USB or Bluetooth wireless)
- Electromechanical systems (touch, light, rotation, sound, ultrasonic sensors)
- Electromechanical actuators (Interactive Servo Motors)

The Designed World

16. Students will develop an understanding of and be able to select and use energy and power technologies
17. Students will develop an understanding of and be able to select and use information and communications technologies
18. Students will develop an understanding of and be able to select and use transportation technologies
19. Students will develop an understanding of and be able to select and use manufacturing technologies

The VEX robot itself is an excellent example and integrator of many different designed technologies working together as a coordinated system.

- Power sources (battery technologies – rechargeable Lithium-Ion vs. disposable alkaline)
- Vehicle systems (all the robot’s systems must work together in order to make it mobile, a viable platform for transportation of goods or as a platform to perform other work)
- Manufacturing and prototyping (robot must be built and modified using appropriate materials, plans and tools)
- Structural soundness and stability concepts are integral to the design of the robot’s physical form.
- Communication between system components (desktop to VEX, sensors to VEX, VEX to motors)
- Communication technologies (USB vs. Bluetooth)

Academic Concept Integration Opportunities While Working with Robots

Communications skills applied when working with Robots

Engineering does not exist in a vacuum; it is highly interdisciplinary and highly social. Teamwork is a central foundation of Engineering, and communication is essential to smooth functioning of any engineering team. Students will find that highly developed communication skills are an absolute necessity for success.

Situation or Activity	Communications Concepts Applied
Maintain Engineering Design Notebook	Organization of information
Reach consensus on which of several student-proposed designs the team will build	Teamwork and group communication skills <ul style="list-style-type: none"> • Running and participating in meetings • Building consensus
Compose a compelling proposal to convince a (virtual) sponsor that their robot's development is worth funding	Formal persuasive composition Integrate self-conducted research into a piece that is not purely expository Technical writing <ul style="list-style-type: none"> • Explaining technical decisions and implementations to an audience that is not necessarily technically inclined
Document the team's progress and accomplishments daily	Documentation and accounting for time, resources, and progress
Undergo review and integrate feedback from experts	Review and feedback processes Learning to accept and respond to criticism
Choose from a variety of representations to best illustrate and communicate a point	Use many different formats of both technical and nontechnical information, across different media: <ul style="list-style-type: none"> • Graphs • Charts • Tables/Matrices • Photographs • Sketches • Timelines • PERT and Gantt Charts • Multimedia presentation • Text

<p>Various interim deliverables intended for either internal or external use</p>	<p>Examples</p> <ul style="list-style-type: none"> • Descriptive/Explanatory Composition: Describe behaviors, verbalize the functionality of parts of the program • Expository writing: How the machine works • Persuasive/Explanatory Composition: Justify a design choice • Record data in a table, evaluation of methods, predictions, describing robot behavior, describing a proportional relationship • Verbalize troubleshooting processes, analyzing and describing an unexpected situation or observation • Describe a design concept • Compare/contrast design choices, document and record steps, explain why the group took a certain approach • Research, examine and evaluate real-world robot applications • Describe a complex programming concept • Develop a marketing plan for a robot technology
<p>Programming the robot</p>	<p>Communicate instructions explicitly to a robot using a “foreign” language</p>

In support of the school wide STEM initiative, the School will offer an after school program that will create a synergy between classroom instruction during the school day and real world application afterschool. This program is designed to link and show the interdisciplinary nature of robotics through exposing students to mechanical and electrical engineering concepts, computer programming and behavioral neuroscience.

Students will be engaged in inquiry and project based team oriented computer science, engineering, and robotics activities. The program will expose students to two types of robotics—green robotics to teach them about environmental engineering and renewable and alternative energy and assistive robotics to expose them to the variety of ways robotics enhance human efforts.

The Middle School Program:

- Provides the introductory and foundational STEM courses that lead to success in challenging and applied courses in secondary grades.
- Introduces awareness of STEM fields and occupations.
- Provides standards-based, structured inquiry-based and real-world problem-based learning that interconnects STEM subjects.
- Stimulates student interest in “wanting to” rather than “having to” take further STEM related courses.
- Bridges and connects in-school and out-of-school learning opportunities.

In Middle Grades

STEM education:

- Introduces an interdisciplinary program of study consisting of rigorous and challenging courses.
- Continues to provide standards-based, structured inquiry-based and real world problem-based learning that interconnects STEM-related subjects.
- Bridges and connects in-school and out-of-school learning opportunities.
- Increases student awareness of STEM fields and occupations, especially for underrepresented populations.
- Increases student awareness of the academic requirements of STEM fields and occupations.
- Begins student exploration of STEM related careers, especially for underrepresented populations.

Technology will be used in many ways as an integral part of the curriculum to meet the needs of diverse learners. For example, it can introduce into the classroom exciting curricula based on real-world problems; provide scaffolds and tools to enhance learning; give students and teachers more opportunities for feedback, reflection, and revision; and build local and global communities where people gather and share information. Engaging and interactive, the use of technology in the classroom is expected to improve student learning outcomes in the core subjects while providing students with the skills they need for success in the 21st Century. Classroom technology is advancing rapidly and it is more important than ever for students to understand how and why technology impacts our world. Computer and technology classes will be designed to teach students the basics of computing. Emphasis will be placed on tools for productivity such as word processing, spreadsheets, presentation applications, drawing and painting tools, and the continued development of keyboarding skills. More advanced students will learn about multimedia. Students in this class will use critical thinking, problem solving, and cooperative learning to design and create a variety of multimedia projects. Special areas of emphasis include digital video, digital audio, graphics, and web design.

The School will utilize Promethean boards to allow teachers to incorporate state standards while aligning it with best practices and integrating technology into the curriculum. Other various integrated learning systems and professional development related to such systems, plus other hardware and peripherals to increase staff, teacher, parent and student access to a range of advanced equipment that facilitates operations, improves instruction, and encourages the use of 21st Century technology.

Social Studies

The Social Studies curriculum includes the study of related knowledge and modes of inquiry selected from history, the humanities, and the Social Studies, including anthropology, archaeology, economics, geography, history, law, philosophy, political science, psychology, religion, and sociology.

Thematic units have been designed that integrate the various subjects and address key areas of Social Studies in alignment with NGSSS. Character Education components (respect, honesty, responsibility, self-control, tolerance, kindness, citizenship and cooperation) will be emphasized individually through thematic lessons and group projects.

Social Studies education will promote loyalty and love of country and community, and it will prepare students to participate intelligently in public affairs. Its component disciplines foster in students the knowledge and skills needed to understand current political and social issues. Social Studies education will provide students with an understanding of the democratic principles and ideals upon which good citizenship is founded and an understanding of the world beyond their borders. The comprehensive Social Studies program will:

- Emphasize content, concepts, and skills from the Social Studies, the humanities, and, where appropriate, mathematics, and the natural sciences;
- Reflect a clear commitment to democratic beliefs and values;
- Encourage civic responsibility and active participation;
- Promote high expectations for all students;
- Incorporate a multicultural perspective;
- Reinforce the development of a global perspective;
- Promote understanding of social, political, and economic institutions;
- Encourage student involvement in community service;
- Focus on the identification of the potential solutions to local, national, and world problems;
- Involve students in their learning by using a variety of teaching strategies and instructional materials;
- Promote an interdisciplinary approach to learning.

Lessons will be designed to teach students to effectively analyze historical evidence, use sources effectively, detect potential bias in resources due to cultural influences, and argue empathetically. Thematic units Interdisciplinary lessons will be designed that integrate the various subjects: Time, Continuity, and Change (History); People, Places, and Environments (Geography); and Government and the Citizen (Civics and Government). Additionally, the School will include the following Social Studies topics in the Social Studies curriculum:

- African-American History Requirement

- Holocaust Requirement
- Hispanic Contributions to the United States Requirement
- Women’s Contributions to the United States Requirement
- Veterans Contributions Recognition
- Character Education - Instruction in the nine core character education values (The nine core values are citizenship, cooperation, fairness, honesty, integrity, kindness, pursuit of excellence, respect, and responsibility).

Grades 6-8 - The School will follow the state course descriptions for the following courses to be offered in grades 6-8. These courses cover concepts and materials that are aligned to the NGSSS. Students will be required to successfully complete three credits of Social Studies at the Middle School level in Global Geography, Civics, and U.S. History.

Advanced and Advanced Gifted Courses will be offered depending on the need of the student population.

Research - Based Educational Model - Attributed to the research of the Bill and Melinda Gates Foundation,¹ the three R’s represent the essential components that must be in place to effectively prepare students for the demands of the 21st Century. A study conducted by Ronald Newell and Mark Van Ryzin of EdVizion Schools, a Gates Foundation project, found that simply making greater demands on students will not ensure long-term success "...especially for the students who have had little success in traditional settings." The study, entitled "The Hope Study," analyzed the effects of Rigor, Relevance, and Relationship in bringing about educational reform. It claimed that academic gains "will be short-lived if not accompanied by deeper levels of change in the learning community along the lines of the Rigor, Relevance, and Relationships."

The following is a description of the major components of Doral’s program design as validated by research:

1. **Autonomy:** having choices, setting your own goals and timelines, choosing what to study and when, viewpoints are accepted. We believe that students rarely adopt higher academic learning goals in response to “surface” reforms, such as changes in curriculum or subject matter; however, if the reforms permit higher levels of autonomy for students, encourage higher levels of peer and teacher support, and provide higher levels of “task” goal orientation, then academic results will not only appear but will be longer lasting.

Research - Autonomy affects motivation and has a direct relationship to persistence and engagement, as well as graduation rates (Deci, Nezlek, & Sheinman, 1981; Deci, Schwartz, Sheinman, & Ryan, 1981; Flink, Boggiano, & Barrett, 1990; Ryan & Grolnick, 1986; Vallerand & Bissonnette, 1992; Vansteenkiste, Simons, Lens, Sheldon, & Deci, 2004).

¹ Bill and Melinda Gates Foundation's *High Schools for the New Millennium*

Belongingness: perceiving

2. **Belongingness:** perceiving high levels of support from peers and teachers, mentors, and parents in both personal issues and academic issues. Belongingness is a direct measure of *Relationships*. The School will foster these positive relationships through the practice of mentoring and career advisors, athletes as role models and other community partners.

Research - The need for strong, mutually supportive relationships is a fundamental human need (Baumeister & Leary, 1995). In the school setting, belongingness refers to the quality of interpersonal relationships with teachers and peers. High levels of belongingness lead to increases in motivation, positive social behavior and academic achievement (Wentzel, 1994, 1997, 1998; Wentzel, Barry, & Caldwell, 2004; Wentzel & Caldwell, 1997). In contrast, socially rejected students show lower levels of engagement, have higher levels of academic and behavioral problems (DeRosier, Kupersmidt, & Patterson, 1994), and can be at significant risk of dropping out of school and eventually running afoul of the law (Parker & Asher, 1987). Belongingness can also enhance school adjustment, perceived competence, and self-esteem (Barrera, Chassin, & Rogosch, 1993; Cauce, 1986; Kurdek & Sinclair, 1988).

3. **Goal Orientation:** perceiving high expectations from teachers; belief that effort will be recognized; emphasis on deep understanding rather than shallow recitation. Goal orientation is a good measure of the *Rigor* of an educational environment; Schools that are uniformly rigorous and emphasize deep understanding will see high scores in “task” goal orientation. Both project-based learning and mentoring activities come together to inspire a positive “task” goal orientation.

Research - Students who perceive a positive or “task” goal orientation in school will seek challenges and show persistence in the face of adversity, use more effective learning strategies, have more positive attitudes, and demonstrate more engagement in learning (Roeser, Midgley, & Urdan, 1996). On the other hand, students who perceive a negative or “performance” goal orientation seek to avoid challenge and, in the face of failure, attribute their results to lack of ability and exhibit a “learned helplessness” response, which refers to a negative emotional response and a defeatist attitude (Eccles & Midgley, 1989).

4. **Student and Community Engagement:** a reflection of the student work ethic, concentration and attention paid to schoolwork; behavioral, and emotional involvement in school. The School will implement Career Portfolios, wherein students will create self-imposed performance goals geared at community engagement and personal development. At the beginning of the school year, students will create goals for their Career Portfolio, building upon each goal every year thereafter. The goals will comprise of 1. **Academic and/or Career Goal** – (i.e. increasing one letter grade in their lowest performing subject. Through development of this goal, students will gain greater autonomy and realize their potential through the school year as they monitor and reflect on their progress. 2. **Self - Esteem/Character Development Goal:** students will be able to identify their learning strengths, challenges, and passions and create a plan of action for their life-long learning based on this evaluation. They will be challenged by their mentors and peers and will be

expected to learn to take responsibility for managing their own behavior in these situations. Students will be given opportunities for leaderships and character building projects to attain their goal. Behavior management techniques are an important part of the curriculum and increase self-esteem by providing opportunities for academic success. 3. **Community Service Goal:** The School will expect all students to be active and contributing citizens of their school and community. Students will understand the effect that they have upon the community, and will take the initiative to better themselves and the community as a whole by choosing one community or school-based service goal that they will complete by the end of the school year.

Research - A lower level of engagement usually means a student will not complete work on time and will not learn much of value. An engaged learner will do superior work, obtain a deeper level of understanding, and retain the knowledge and skills for a longer period of time. A higher level of engagement is a reflection of the amount of effort and passion a student will put into learning (Fredricks, Blumenfeld, & Paris, 2004).

5. **Project –Based Learning** - When only academic gains are measured, there may be an immediate level of growth, but these gains will be short-lived if not accompanied by deeper levels of change in the learning community along the lines of the 3 R's. Simply making greater demands on students will not ensure long-term success, especially for the students who have had little success in traditional settings. But when long-term changes in the learning community are geared towards *Rigor, Relevance and Relationships*, long-term academic success is more likely. Therefore, our program will incorporate Project-Based Learning into our career academies to create *Relevance* for students, which will increase their academic achievement on a long-term scale.

Through PBL tasks, teachers will:

- implement challenging, multidisciplinary curriculum aligned to Standards and NGSSS standards;
- engage students in complex, real-world projects through in which students develop and apply skills and knowledge through portfolio presentations;
- require students to draw from many disciplines in order to solve problems;
- encourage student decision-making;
- discuss problems are presented without a predetermined solution;
- put students in charge of accessing and managing the information that they gather; and
- expect students to reflect and evaluate their own learning continuously.

Research - Project-based learning enables students to pursue their own interests and passions, what is “in the moment” rather than imposed. Project-Based Learning emphasizes individual and collaborative projects as the foundation for learning and includes very little of the whole-class instruction typically found in traditional secondary schools (Newell, 2003).

SpringBoard – This curriculum known as SpringBoard, is guided by the latest research and written and field tested by teachers, it is a clearly articulated and is proven to be a model of rigorous instruction in English Language Arts and Mathematics for ALL students.

SpringBoard provides an instructional loop that begins with the College Board Standards for College Success to ensure all students are prepared for rigorous material at the next level, such as AP and other such college prep high school coursework. Units of instruction within and across all levels provide a vertically articulated curriculum framework that scaffolds the skills and knowledge students need to be successful and concomitantly provides teachers with continuous feedback on student progress. This curriculum includes formative assessments and a continual professional development program for teachers.

SpringBoard was found to be a high quality curriculum program, and it was found to manifest exceptionally effective, strong, and extraordinarily valid curriculum and instructional practices. The program exemplifies the best in design and delivery that the educational profession has to offer. It manifests exceptionally effective, strong, and extraordinarily valid curriculum and instructional practices. It has been proven that students who complete the SpringBoard program have a substantively greater likelihood to be successful in post-secondary environments.²

Teachers will deliver instruction to address the Standards and place emphasis in Science and Math connection using effective research-based Science, Technology, Engineering, Mathematics (STEM) lessons. These will hands-on learning, inquiry-based research projects, Science and Math experimentation in technology rich environments. Teachers will be trained to use technology in unique methods to augment learning. The ultimate goal is to maintain traditional and proven effective Doral teaching techniques with modern, innovative technology-rich STEM resources.

The saturation of technology in most fields means that *all* students — not just those who plan to pursue a STEM profession — will require a solid foundation in STEM to be productive members of the workforce. A recent study of factors in postsecondary degree completion by the U.S. Department of Education found that taking college-level math as early as possible improved a student's chances of graduating from college with a degree. In contrast to their school lives, STEM plays an increasingly important role in the lives of American students outside of school through the use of everyday technologies such as cell phones and computers and an the explosion of STEM-related television programs and Web sites. Experts agree that we must start in elementary school to capture and maintain student interest in STEM fields throughout middle and high school.³

While the future stability of our economy is unknown and we currently face an economic downturn, parents will take comfort in knowing that science and engineering jobs are growing

² <http://media.collegeboard.com/>

³ Report to the President: K-12 EDUCATION IN SCIENCE, TECHNOLOGY, ENGINEERING, AND MATH (STEM) FOR AMERICA'S FUTURE, September, 2010
<http://www.whitehouse.gov/sites/default/files/microsites/ostp/pcast-stemed-report.pdf>

70 percent faster than other occupations. This means STEM School students will be at an advantage when competing for the high-tech, high-wage jobs of the future.⁴

Other research based strategies the School will utilize include: hands on learning; inquiry-based research projects, science experimentation, hands-on technology that is integrated & problem driven, CRISS (Creating Independence through Student-owned Strategies, Reciprocal Teaching, Small learning communities, etc.

Some of the research based programs which will be utilized include:

- K-12 Comprehensive Research-Based Reading Plan
- Jamestown Navigator (Glencoe/McGraw-Hill)
Jamestown Reading Navigator is a comprehensive research-based program developed specifically to raise reading competencies and test scores of struggling middle-school and high-school students. The program is targeted at middle school and high school students reading at least two levels below grade level. Jamestown Reading Navigator incorporates online and print-based student and teacher materials. The online component of Jamestown Reading Navigator improves students' comprehension by utilizing direct, explicit instruction and modeling of good reading practices. Students practice and apply these reading strategies and skills by reading content written specifically for secondary students, viewing interactive multimedia, and writing in response to reading. The print-based readings from the in Time magazines and the in Class Reader Anthologies and Reader Audio Library give students an opportunity to extend their learning beyond the computer and encourage collaborative or independent learning. Teachers monitor student progress utilizing the online Learner Management System where scores from formative and summative assessments are recorded. Placement testing may be delivered online or on paper. The curriculum is comprised of four Treks. Trek 1: Reading levels 1.0-2.9 (including phonics and decoding skills), Trek 2: Reading levels 3.0-4.9, Trek 3: Reading levels 5.0-6.9, or Trek 4: Reading levels 7.0-9.9+. Jamestown Reading Navigator is designed for flexibility in its implementation, accommodating instructional blocks of 45 or 90 minutes.
www.readingnavigator.com/mkt/home.html
- Carnegie Cognitive Tutor
Carnegie Learning's Cognitive Tutors are the most extensively researched mathematics curricula on the market today. They are based on over 20 years of research on how students think, learn, and apply new knowledge in mathematics. The system is built on cognitive models which assess students' mathematical knowledge on a step-by-step basis and presents activities tailored to their individual skill levels.
Research shows that students using Carnegie Learning's Algebra I program:
 - Demonstrate an 85% better performance on assessments of complex mathematical problem solving and thinking
 - Perform 30% better on questions from the TIMSS assessment
 - Experience equivalent results for both minority and non-minority students

⁴ <http://www.stemschool.com/>

A recent random-assignment study showed significant advantages for students using the Cognitive Tutor over a traditional curriculum, even when both groups of students had the same teacher instructor.

• **Gizmos through explore learning -**

In a meta-analysis (Marzano, 1998) that summarized findings from over 100 research studies involving 4,000+

experimental/control group comparisons, the following instructional techniques were all shown to have an average effect size greater than 1 [An effect size greater than 1 corresponds to a percentile gain of more than 34% in students' achievement.].

- 1. Representing new knowledge in graphic/nonlinguistic formats*
- 2. Using manipulatives to explore new knowledge and practice applying it*
- 3. Generating and testing hypotheses about new knowledge*
- 4. Direct presentation of new knowledge, followed by application*

Instructional Models

Guided by teacher instructions, reading/literacy teachers will model effective reading strategies and guide students through pre-reading, during reading, and post-reading techniques that will strengthen metacognition and self-monitor their own comprehension.

Based on the research, teachers will use systematic, direct and differentiated instruction in their curriculum delivery while implementing the above-mentioned research-based strategies as follows:

Systematic instruction will involve a carefully designed sequence plan for instruction. The plan for systematic instruction is carefully thought out, strategic and designed before activities and lessons are developed. Systematic instruction is clearly linked within, as well as across, the six elements of reading instruction (oral language, phonemic awareness, phonics, fluency, vocabulary, and comprehension). For systematic instruction, lessons build on previously taught information, from simple to complex, with clear, concise student objectives that are driven by ongoing assessment. Students are provided appropriate practice opportunities, which directly reflect instruction.

Direct Instruction is an instructional approach that utilizes explicit and structured teaching routines. A teacher using direct instruction models, explains, and guides the students through extended practice of a skill or concept until mastery is achieved. The lessons are fast paced, students are academically engaged, and teachers are enthusiastically delivering instruction. Direct instruction is appropriate instruction for all learners, all five components of reading, and in all settings (whole group, small group, and one-on-one).

Differentiated Instruction meets the demands of the differing learning abilities in the same class. For optimal instruction, students will be grouped in various ways and in flexible setting to accommodate varying reading levels and learning styles. Teachers

will utilize the methods of whole-group instruction, small-group instruction, individual instruction, and independent reading to address the various needs of the students

Print Rich Environment - Each class will maintain a classroom library to include a collection of quality literature that includes material written at varying reading levels and in a variety of genre forms, inclusive of both fiction and nonfiction. This collection will offer students reading material that will support their individual interests and abilities. Frequent successful reading experiences using appropriate texts will provide the opportunity to improve their reading proficiency with regard to fluency, vocabulary, and comprehension. The books in the classroom library will be attractively displayed to exhibit an inviting accessibility to all students. Teachers will organize classrooms to afford students ample opportunities for, and easy access to, reading materials during literacy center time within the daily reading block.

Word Walls - Teachers will create effective word walls that consist of high frequency words, word patterns or phonic elements, and interesting, exciting words. Students will use word wall during lessons and activities to practice recognizing words quickly and accurately.

Sustained Silent Reading - Increments of independent, sustained silent reading, for at least 30 minutes daily, will be included in the reading classroom to help students build stamina for increasingly longer and more challenging text. Teachers must monitor for engagement. Reading logs, reaction journals, text talk, and book passes or story summaries help students make connections to text.

ELL students will follow the comprehensive literacy program using Prentice Hall with the grade level text and the support of the Hampton-Brown and Hampton-Brown/National Geographic

Middle School Reading - The skills and strategies taught align with Standards, as adopted, for ELA at the appropriate grade level, specifically those benchmarks that are assessed by the LAFS or the state adopted assessment. Reading strategies in the content areas are to be provided to students in all grades in the middle schools. These strategies should be in addition to those taught during language arts classes.

Middle school students who are enrolled in Intensive Reading will have an extended block of reading intervention. This may occur through a double block of intensive reading or by blocking together a class of “Intensive Reading” with another subject area class. This intervention course should include on a daily basis, whole group explicit instruction, small group differentiated instruction, independent reading practice (monitored by the teacher) and interdisciplinary instruction in the content areas during the intensive reading block (biology, world history, etc.).

Middle Grades Rigorous Reading Requirement - If the school has fewer than 75% of the student body scoring non- on the State assessment, the school will follow the Middle Grades Rigorous Reading Requirement. Until students enroll, the school is unable to determine if it will be required to implement this intervention. If, upon student enrollment, the school

determines that it is subject to this guideline, then it shall implement its stipulations, which are beyond that of the reading instruction strategies noted earlier.

In Grades 6-8, the Developmental Reading Program for students on or above grade level include will include:

Prentice Hall/Holt

Novel studies-6 -8

Reading in the Content Area- 6 -8

There are three courses in middle school that reflect the intensity of instruction based on student needs:

Intensive Reading Plus (IR+): Students not meeting state proficiency standards and who are disfluent and in need of decoding, fluency, vocabulary, and comprehension instruction = minimum of 90 minutes daily. Students in middle school who are disfluent will be provided a daily literacy block. This literacy block will focus on explicit phonics and fluency instruction in order to improve decoding and fluency. The literacy block will include one period of Intensive Reading “Plus” back-to-back with one period of Language Arts taught by the same teacher. In order to provide sufficient opportunity to remediate these deficits, the students enrolled in the Intensive Reading “Plus” literacy block will receive a greater allotment of instructional time.

1. Intensive Reading (IR): Students not meeting state proficiency standards who are fluent and in need of vocabulary and comprehension instruction = minimum of 55 minutes daily. This class will focus on effective reading strategies and differentiated instruction that reinforces whole group instruction and provides opportunity for intervention within the classroom context.

2. Intensive Reading Enrichment (IR-EN): This course is required. Students not meeting state proficiency standards who are fluent and in need of vocabulary and comprehension instruction at a higher level=minimum of 55 minutes daily. The School will provide an Intensive Reading Enrichment class for those students who have shown regression in the state adopted assessments, such as high FCAT Level 2 students and students who have regressed to level 2 from level 3 or higher. The class will focus on specific reading strategies targeted to enrich the level of instruction to significantly improve students’ vocabulary and comprehension achievement using selected grade level text and novel units.

Reading instruction will utilize a Comprehensive Intervention Reading Program (CIRP) to address multiple areas of reading, with the aim of accelerating growth in reading to ultimately achieve, at minimum, grade level proficiency. Similarly, Supplemental Intervention Reading Programs (SIRP) will assist to provide instruction in one or more areas of reading skill, as SIRPs are intended for flexible use as part of differentiated instruction or more intensive interventions to meet student learning needs in specific areas (oral language, phonological awareness, phonics, fluency, vocabulary, and comprehension). All skills and strategies will align with grade appropriate standards

as adopted, and specifically those that will be assessed on the LAFS and/or a state adopted assessment. Intensive Reading teachers will be certified, Reading endorsed, or working towards said endorsement by completing at least two courses of the six reading endorsement competencies per year.

Supplemental Intervention Reading Programs (SIRP)

SIRP's will provide instruction that primarily focuses on one single essential component of reading (i.e., oral language, phonemic awareness, phonics, fluency, vocabulary, OR comprehension) intended to extend beyond the initial instruction of a Comprehensive Core Reading Program (CCRP). They may be used with almost all students in the class in the event that the Comprehensive Intervention Reading Program (CIRP) does not provide enough instruction and practice in a given area for the majority of the students in the class or to provide targeted, intensive interventions for smaller groups of struggling readers. These programs provide targeted instruction designed to fill in gaps in student knowledge or skill. These programs can be used to provide additional instruction, additional practice, or both. The School may use the following approved research-based programs:

- *Achieve 3000 (6-8) The national research available on selected programs and results of implementation in selected school districts indicated success in narrowing the achievement gap of struggling readers. A Florida based research study conducted using Achieve 3000 indicated that students reading below grade level at the beginning of the school year made gains of nearly triple the expected growth norms. English Language Learners made more than two and a half times their expected growth norms, gaining an average of 213 Lexile points.*
- Reading Plus

Comprehensive Intervention Reading Programs (CIRP) - CIRP's are intended for students who are reading one or more years below grade level, and who are struggling with a broad range of reading skills. The instruction provided through these programs should accelerate growth in reading with the goal of returning students to grade level proficiency. This Intervention will provide more frequent assessments of student progress and more systematic review in order to ensure proper pacing of instruction and mastery of all instructional components. Reading Strategies include:

- Reciprocal Teaching strategies to increase reading comprehension including predicting, clarifying, questioning, visualizing, and summarizing;
- QAR: four types of questions that include: right there, think and search, author and you, and on my own, to foster students' understanding of text, develop vocabulary, and build critical thinking.
 - Differentiated Instruction and Grouping to accommodate varying reading levels and learning styles: 1) Whole-group instruction 2) Small-group instruction 3) Individual instruction 4) Independent reading

The school may use the following programs in providing targeted differentiated intervention support to meet the specific needs of struggling readers. The School may purchase or a variety of approved comprehensive intervention materials/programs such as, but not limited to:

- Voyager Passport Reading Journeys- 6-8

- Measuring Up- 6-8
- FCAT Coach- 6-8

The School will utilize the following CIRP in middle school M/J Developmental Language Arts through ESOL classes:

- Hampton Brown Inside Level A/B- ESOL Level 1
- Hampton Brown Inside Level C- ESOL Level 2
- Hampton Brown Inside Level D- ESOL Level 3
- Hampton Brown Inside Level E- ESOL Level 4

Technology Resources: Using an interdisciplinary approach, supported by technology, to teach and learn broadens the learning experience and engages students in meaningful ways. Technology does not replace active reading instruction, however will be able to provide additional support and enrich the learning environment. Teacher lesson plans will reflect the infusion of technology as a tool to increase reading growth opportunities for all students. Additionally, effective use of computer-assisted instruction will enhance the basic reading skills of students. The school will have access to, but are not limited to the following software programs:

- FCAT Explorer (6-8)
- Reading Plus, (6-8)

The Home Connection – The School believes learning continues beyond the classroom. For that reason, in addition to the efficient use of classroom time, the following objective will be a practice implemented at the school.

Homework assigned will reinforce reading skills taught in the classroom. In addition, the School will promote parental and family involvement in teaching and encouraging reading, encourage family literacy practices, and communicate information regarding students' reading progress to parents. The idea encouraged will be that reading should take place in the home as well as in the classroom, and parents will be encouraged to read with their children whenever possible. . The idea encouraged will be that reading should take place in the home as well as in the classroom, and parents will be encouraged to read a minimum of 15-30 minutes every night with their children.

Special Areas and Electives

Health, Physical Education, and Safety - The Physical Education courses impart knowledge, offer group experiences, teach the joy of effort and achievement, and build lasting recreational interests. The Physical Education program seeks to develop an appreciation for sports from the standpoint of a spectator, a reader of sports, as well as a participant. The health and safety competencies will focus on educating students to develop habits of health that contribute to the continued good functioning of the body.

The P.E. program will consist of a standards based, balanced, sequential and progressive program-involving moderate to vigorous physical activity. It always strives to be in step with the current practices and procedures in education and to contribute to the all-around development and education of students. This course also focuses on Health. Students are taught not to take their health for granted, but rather to develop habits of health that contribute to the continued good functioning of the body. The School will be designated a “Drug Free School Zone” and a smoke-free worksite.

The health competencies will focus on educating students to develop habits of health that contribute to the continued good functioning of the body. The School will have a strong “Say No to Drugs” campaign and prevention curriculum which will be highlighted by units of study that focus on substance abuse across the grade levels and by Red Ribbon Week.

P.E. Grade 6-8 - The equivalent of one class period per day of physical education for one semester of each year is required.

Foreign Language - The School recognizes that there is a growing international interdependence among nations, which demands that the United States develop citizens with a sound understanding of international and crosscultural issues and the ability to communicate in more than one language. The School intends to develop students’ understanding of international and cross-cultural issues as well as their ability to communicate in more than one language. Thus, the school will implement Spanish as a foreign language program for both non-speaking and Spanish-speaking students. Moreover, the school will offer French, as a foreign language, based on the needs of the school’s learning community.

Grades 6-8 – Middle School Spanish for Spanish Speakers - The school will implement the Spanish for Spanish Speakers course if it has a 10% or more Hispanic Population. Hispanic students will be tested for Spanish Language Level using a placement test as determined by the Sponsor. The essential content of this Spanish for Spanish Speakers course will be to reinforce and build grammar, vocabulary, comprehension and critical thinking skills that will be transferred to the English language and better FCAT scores. This course at the middle school level will significantly increase students’ opportunities to enroll in Spanish Advanced Placement Language and Literature courses in high school.

Music – 6-8 the music curriculum includes both vocal and instrumental music. Following the NGSSS as adopted, specialists will introduce students to both skills and knowledge of various genres. Skills and techniques will be developed throughout all grade levels and will focus on music instruction in skills and techniques involved in singing and playing instruments, practice in musical interpretation, and training in creative expression.

Art – 6-8 the primary goal in art education is to provide all students an opportunity to develop and explore their creative potentials. The Art curriculum includes planning, developing, and implementing the fine arts as outlined in the Next Generation Sunshine State

Standards and/or Standard, as adopted. Students will be exposed to the many components of art including production, history, criticism and aesthetics. Moreover, the School will emphasize the interdisciplinary connections between Art and the core subjects. Authentic assessment is one of the focal points of the curriculum and will be implemented through a series of community based art experiences, festivals and art exhibitions.

Grades 6-8 - There will be two annual elective courses at each grade level. For ELL students' only one elective course is allowed since the second elective is the required M/J Developmental Language Arts through ESOL.

Required STEM Elective Courses:

Grade	Course
6	Advanced Reading, Reading or Intensive Reading
6	Introduction Exploration of Production and Technology (LEGO League)
7	Research VEX (Robotics)
8	Research SimCity (Future City Engineering)

Grade 6 Exploration of Production and Technology

The curriculum is built to identify science, technology, engineering and mathematics (STEM) activities to improve student performance and outcomes in the form of competitions with a special emphasis on **engineering design concepts**.

Upon completion of the course the student will be able to:

- Recognize the need for, and demonstrate the ability to, engage in life-long learning
- Understand how the activities relate to the math and science being taught in the classroom
- Describe various methods used to manage and schedule projects
- Participate in and/or conduct design reviews
- Collect, analyze and interpret data
- Function on multi-disciplinary teams
- Allowing students to make connections between his/her learning and a world of opportunities

As part of the requirements of this elective students will be participating in the First Lego League Competition. The best way to summarize *FIRST* LEGO League is to say that it is a robotics program for 9 to 14 year olds which is designed to get children excited about science and technology -- and teach them valuable employment and life skills. FLL is used in a classroom setting but is not solely designed for this purpose. Teams, composed of up to ten children with at least one adult coach, can also be associated with a pre-existing club or organization. The coaches DO NOT need any technical experience. In FLL, the children do the work! And the work is programming an autonomous robot (using the LEGO® MINDSTORMS® robot set) to score points on a thematic playing surface, creating an innovative solution to a problem as part of their project, all while being guided by the FLL Core Values. These three elements - the Robot Game, Project, and FLL Core Values - make up what is called the yearly

Challenge. Like any other organized “sport”, teams also fundraise, create a team identity, and go on field trips.

Grade 7 Research VEX Robotics

The curriculum is built around the fundamental understanding of the systems that make up robots and the development of workplace competencies. The cornerstone of the class involves solving engineering design problems.

Upon completion of the course the student will be able to:

- Identify, formulate solutions for, and solve engineering technology problems using engineering design processes
- Apply knowledge of mathematics, science and technology to solve robotic engineering technology problems • Function on multi-disciplinary teams
- Communicate effectively using various forms of communication
- Recognize the need for, and demonstrate the ability to, engage in life-long learning
- Describe various methods used to manage and schedule projects
- Participate in and/or conduct design reviews
- Collect, analyze and interpret data

The VEX Robotics Design System offers students an exciting platform for learning about areas rich with career opportunities spanning science, technology, engineering and math (STEM). These are just a few of the many fields students can explore by creating with VEX Robotics technology. Beyond science and engineering principles, a VEX Robotics project encourages teamwork, leadership and problem solving among groups. It also allows teachers to easily customize projects to meet the level of students’ abilities.

Students also participate in the VEX Robotics competition. The VEX Robotics Design System was developed and engineered with co-curricular and extracurricular robotics competitions specifically in mind. This program is specifically tailored to bring the magic of robotics competition into the classroom. Doral Academy uses Robotics as an engaging way to integrate all facets of STEM education into the classroom and head-to-head competition as a natural way to capture students' attention.

Grade 8 Research SimCity (Future City Engineering)

This flexible, cross-curricular educational program gives students an opportunity to do the things that engineers do—identify problems; brainstorm ideas; design solutions; test, retest and build; and share their results. This process is called the engineering design process. With this at its center, Future City is an engaging way to build students’ 21st century skills.

Upon completion of the course the student will be able to:

- Apply math and science concepts to real-world issues
- Develop writing, public speaking, problem solving, and time management skills
- Research and propose solutions to engineering challenges
- Discover different types of engineering and explore careers options

- Learn how their communities work and become better citizens
- Develop strong teamwork skills

As part of this elective student's will participate in the Future City competition. The Future City Competition is a national, project-based learning experience where students in 6th, 7th, and 8th grade imagine, design, and build cities of the future. Students work as a team with an educator and engineer mentor to plan cities using SimCity™ 4 Deluxe software; research and write solutions to an engineering problem; build tabletop scale models with recycled materials; and present their ideas before judges at Regional Competitions.

Appendix C
Instructional Calendar

Doral Academy: Wake County

2018-2019

Student Academic Calendar

August 20	First Day of School K-7
August 20	Early Dismissal for Kindergarten/First at 11:30am
September 3	School Closed/Labor Day
October 4	End of First Academic Session (33 School Days)
October 5 – 8	Fall Break
October 9	School Resumes
October 9 – 19	Family Conference Weeks
November 12	School Closed/Veteran's Day Observance
November 16	End of Second Academic Session (61 School Days)
November 19 - 23	Thanksgiving Break
December 17 - January 2	Winter Break
January 3	Classes Resume
January 21	School Closed/Martin Luther King Day
February 1	End of Third Academic Session (97 School Days)
February 18	School Closed/President's Day
February 19 – March 1	Family Conference Weeks
March 15	School Closed/Doral Academy Educator Conference
March 29	End of Fourth Academic Session (136 School Days)
April 15 - 22	Spring Break
April 23	Classes Resume
May 28	School Closed/Memorial Day
June 7	End of Fifth Academic Session (179 School Days)
	Last Day of 2018-2019 Academic Year
	Early Dismissal

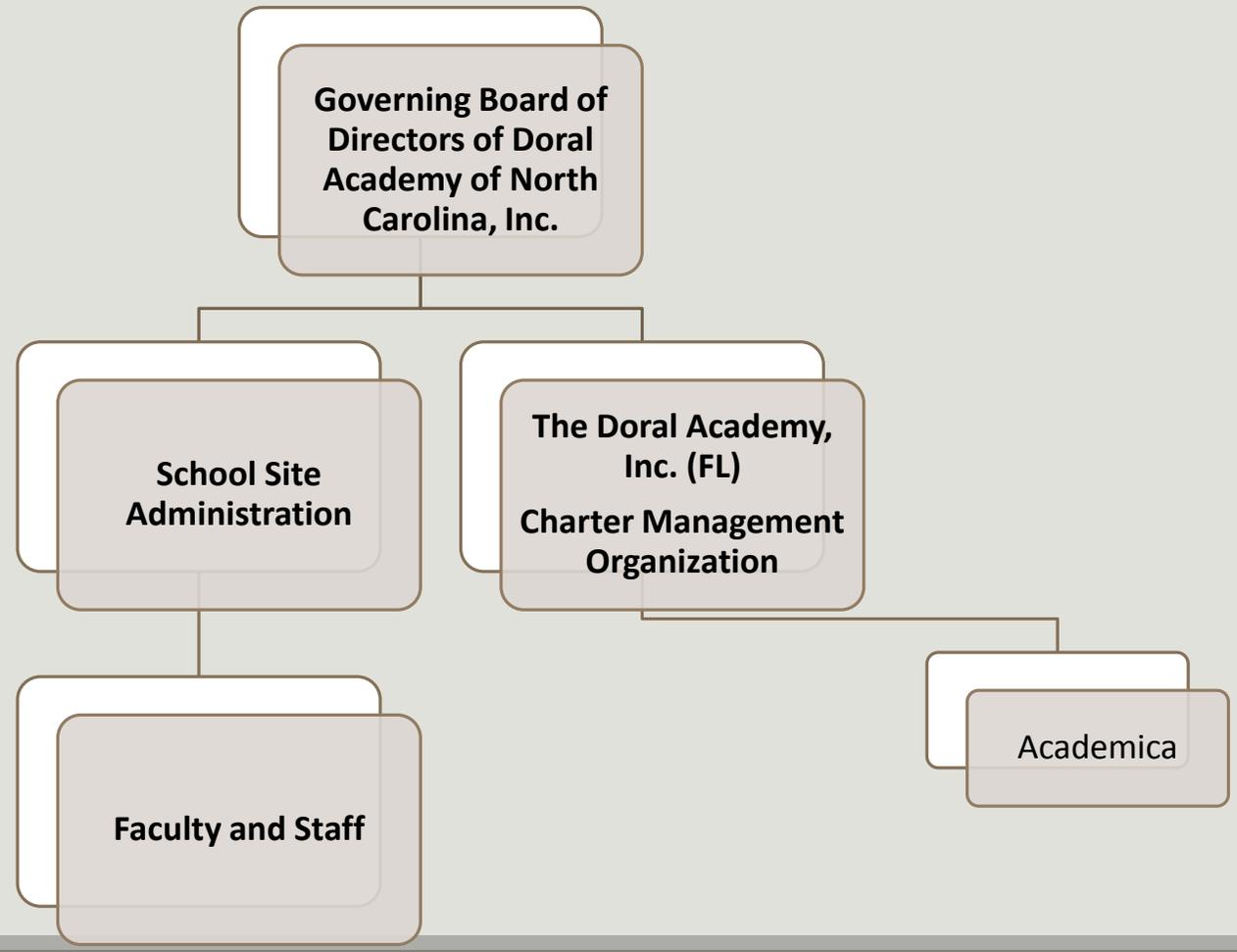
- *School Hours: 7:45am – 3:45pm*
- *After School: 3:45pm – 6:00 pm*
- *Total Number of School Hours per North Carolina State Policy: 1025 Instructional Hours*
- *Total Number of Doral Academy School Hours: 1074 Instructional Hours; 1,432 Total School Hours - Doral Academy exceeds the total number of required instructional/school hours.*
- *Early Dismissal begins at 11:45am*

August 19

Classes Resume for 2019-2020 Academic Year

Appendix E
Organizational Chart

Organizational Chart



Appendix G
Proposed By-Laws of the Non-Profit Organization

BYLAWS
OF
DORAL ACADEMY OF NORTH CAROLINA, INC.
A North Carolina Not-For-Profit Corporation

Dated as of September 18, 2016

**BYLAWS
OF
DORAL ACADEMY OF NORTH CAROLINA, INC.
A North Carolina Not for Profit Corporation**

**ARTICLE I
PURPOSE AND RESTRICTIONS**

1.1 Purpose.

(a) Doral Academy of North Carolina, Inc. (the “Corporation”) is not-for-profit and is organized and shall be operated exclusively for educational purposes as described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended or the corresponding provision of any future United States Internal Revenue Law (the “Code”), including, without limitation: the organization, support, and operation of charter schools, private, public, and/or virtual educational institutions and all ancillary programs; the development and delivery of instructional services; the development, research-based validation, and implementation of curriculum; and including for such purposes the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Code. The Corporation may be operated for the benefit of any new or additional organizations described in Section 509(a)(1) or 509(a)(2) of the Code which are organized and operated to support education as shall be determined by the Board of Directors of the Corporation.

(b) The Corporation admits students of any race, color, national, and ethnic origin, gender, sexual preference, and/or gender identity to all rights, privileges, programs, and activities generally accorded or made available to students at the school. It does not discriminate on the basis of race, color, national and ethnic origin, gender, sexual preference, and/or gender identity in the administration of its educational policies, admissions policies, scholarship, and loan programs, and athletic and other school-administered programs.

1.2 Restrictions.

(a) No part of the earnings of the Corporation shall inure to the benefit of any director or officer of the Corporation, or to any other person (except that the Corporation may pay reasonable compensation for services rendered to or on behalf of the Corporation and make other payments and distributions in furtherance of one or more of its purposes), and no director or officer of the Corporation, or any other person shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation. The Corporation shall pay no dividends.

(b) The Corporation shall not participate, directly or indirectly, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. The Corporation shall not attempt to influence legislation by propaganda or otherwise. The Corporation shall not have the objectives nor engage in activities that would characterize it as an “action organization” as defined in Treasury Regulations.

(c) Notwithstanding any other provision of these articles, the Corporation shall not carry on any activities not permitted to be carried on by an organization exempt from Federal income tax under Section 501(c)(3) of the Code.

(d) Upon the dissolution of the Corporation, the Board of Directors will, after paying or making provision for the payment of all the liabilities of the Corporation, dispose of all the assets of the Corporation exclusively to The Doral Academy, Inc., provided that at the time of such distribution The Doral Academy, Inc., is a not for profit corporation or trust described in Section 509(a)(1) or 509(a)(2) of the Code (an “Eligible Distributee”). In the event that The Doral Academy, Inc., is not an Eligible Distributee, upon the dissolution of the Corporation, the Board of Directors will, after paying or making provision for the payment of all the liabilities of the Corporation, dispose of all the assets of the Corporation exclusively to not for profit corporations or trusts described in Section 509(a)(1) or 509(a)(2) of the Code which are organized and operated to support education, including specifically the support and operation of charter schools.

ARTICLE II MEMBERS

2.3 Membership. The Corporation shall have one (1) member (the “Member”) which shall be The Doral Academy, Inc., a Florida not for profit corporation.

2.4 Action By The Member. The Member shall have the right to vote only with respect to those actions and issues specifically described in these Bylaws as requiring a vote of the Member. Any action of the Member shall be taken by a written consent signed by the Member.

2.5 Member Vote Required. Notwithstanding anything herein to the contrary, the actions enumerated below must be approved by the Member by formal resolution of the Member’s board of directors:

- (a) The issuance of new or additional membership interests;
- (b) Any merger or consolidation of the Corporation with or into any other entity, or of any other entity with or into the Corporation;
- (c) Any alteration or amendment to, or modification or repealment of, the Articles of Incorporation or the Bylaws of the Corporation;
- (d) The dissolution or liquidation of the Corporation;
- (e) The compensation to be paid to committee members, the President, or any other officers;
- (f) The nomination of prospective Directors;
- (g) The acquisition of any financing, including the approval of the amount of the financing, the security for such financing and all other terms of the financing, and the direct or indirect borrowing of money, whether secured or unsecured, the refinancing, extending or modifying in any material manner of any loan or delivering any guaranty of any loan or other obligation; and
- (h) Admitting in writing the Corporation’s inability to pay its debts generally; authorizing a general assignment by the Corporation for the benefit of creditors; the filing of any petition or answer by the Corporation seeking to adjudicate it a bankrupt or insolvent; seeking for itself any liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of the Corporation or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors; seeking, consenting to, or acquiescing in the entry of an order for relief or the appointment of a receiver, trustee, custodian, or other similar official for the Corporation or for any substantial part of its property; or company action taken by the Corporation to authorize any of the actions set forth above.

ARTICLE III DIRECTORS

3.1 Management of the Corporation. Except as otherwise set forth in Article II, all powers of the Corporation shall be exercised by and under the authority of the Board of Directors (the “Board”), and the property, business, and affairs of the Corporation shall be managed under the Board’s direction. Except as specifically set forth to the contrary herein, the Board may not take any action, except upon the approval thereof by the affirmative vote of a majority of the Board present at a meeting at which a quorum of no less than fifty percent (50%) of the Board is present. The affirmative vote of not less than two (2) members of the Board shall be necessary for all actions by the Board.

3.2 Duties of the Board of Directors. The Board of Directors is legally responsible for all transactions of any charter school under the direction of the Corporation. The Board of Directors of the charter school shall decide matters related to the operation of the school, including budgeting, curriculum, and operating procedures.

3.3 Number of Directors. The initial Board of Directors shall consist of seven (7) Directors as named in the Articles of Incorporation. The number of Directors may at any time be increased or decreased to no more than nine (9) and no fewer than three (7). In the event of an increase in the number of Directors, the additional directorships created shall be filled in a manner proscribed herein for the election of Directors in accordance with Section 3.3.

3.4 Election of Directors/Term. Directors shall be elected at a duly organized meeting of the Board of Directors. Notice of the Board’s intention to elect a Director shall be included in the agenda for that meeting of the Board and shall be publicly announced. Directors shall be elected by a majority vote of the Directors then in office. Each Director so elected shall hold office until a successor has been appointed and qualified. No reduction of the authorized number of Directors shall have the effect of removing any Director prior to the expiration of the Director’s term of office.

A Director shall be elected for a term of not more than five (5) years. The duration of the term of each director shall be staggered so as to promote continuity in the Board. The Board shall establish the term for a newly elected Director before the election, in order to stagger the terms of each member of the Board. A Director may seek re-election to the Board at the end of any term.

3.5 Removal of Directors. A Director may be removed with or without cause by a majority vote of the Directors then in office. Any vacancies created by the removal of a Director in accordance with this Section 3.4 shall be filled in accordance with the provisions of Section 3.6.

3.6 Resignation of Directors. A Director may resign at any time by delivering written notice to the Board. A resignation is made effective when notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date, the Board may fill the pending vacancy before the effective date, in accordance with the provisions of Section 3.6, if the Board provides that the successor does not take office until the effective date. No reduction of the authorized number of Directors shall have the effect of removing any Director before that Director’s term of office expires.

3.7 Vacancies on Board. Whenever any vacancies shall occur on the Board by death, resignation, or removal, such vacancy on the Board may be filled by the Board in accordance with the provisions of Section 3.3. The Board may declare vacant the office of any Director who has been convicted of a felony, or whose fingerprint check results reveal non-compliance with standards of good moral character.

3.8 Annual Meeting. An annual meeting of the Board shall be held during June of each year at the time and place designated by the Board for the purpose of transacting such business as may come before the Board. The President of the Corporation shall preside at the annual meeting of the Directors. The Board may, at any time and from time to time, provide by resolution, the time and place, either within or outside of the State of North Carolina, for the holding of the annual meeting of the Board without the need for any other notice.

3.9 Regular Meetings. In addition to the annual meeting, the Board shall hold other regular meetings at such times as shall be fixed by the Board. The Board shall publish a schedule of regular meetings to be held during the course of the ensuing year, and notwithstanding Section 3.11, such additional regular meetings may be held without any additional notice, unless otherwise required by law. The President of the Corporation shall preside at any regular meeting of the Directors.

3.10 Special Meetings. Special meetings of the Board may be called by the President of the Corporation. Further, special meetings of the Board must be called by the President within fourteen (14) days of receipt of a written request of any two (2) or more Directors. The President may designate any place as the place for holding any special meeting of the Board-called by them. If no designation is made, the place of meeting shall be the principal office of the Corporation. The President of the Corporation shall preside at any special meeting of the Directors.

3.11 Meetings of the Board by Means of a Conference Telephone or Similar Communications. Members of the Board may participate in a meeting of the Board by means of a conference telephone or similar communications equipment if all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

3.12 Notice of Meetings. The Board shall meet a minimum of eight (8) times per year in accordance with Sections 3.8, 3.9, and 3.10 of this Article III. Notice of all meetings shall be given at least five (5) days before the time of the holding of the meeting. Notice in each case shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose or purposes of the special meeting, provided that these Bylaws may be neither amended nor repealed nor may new Bylaws be adopted at any meeting unless the notice of such meeting shall contain a description of the proposed changes. Notice shall be given by the Secretary, or the Secretary's designee, or in his or her absence or upon his or her failure to act, by an officer designated by the Chairperson of the Board or the President.

3.13 Quorum. Fifty percent (50%) of the Directors must be present in person at a meeting to constitute a quorum for the transaction of business at such meeting. Except as otherwise provided by law, the Articles of Incorporation, or these Bylaws, the affirmative vote of at least two (2) Directors present at a meeting at which quorum is present shall be necessary for an action of the Board. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for such meeting.

3.14 Waiver of Notice. The transactions of any meeting of the Board, however called and noticed or wherever held, shall be valid as though voted on at a meeting of the Board held after appropriate notice if a quorum is present and if, either before or after said meeting, each of the Directors not present signs a written waiver of notice, a consent to holding the meeting or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting, before or at its commencement, the lack of notice to that Director.

3.15 Adjournment. A majority of the Directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place.

3.16 Notice of Adjournment. Notice of the time and place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than twenty-four (24) hours, in which case notice of the time and place shall be given before the time of the adjourned meeting, in the manner specified in Section 3.11 of this Article, to the Directors who were not present at the time of the adjournment.

3.17 Fees and Compensation of Directors. Each Director may be paid or reimbursed for his or her actual out-of-pocket expenses, if any, including for attendance at each meeting of the Board and a committee thereof, but shall not receive any compensation, directly or indirectly, from charter school's operations or as otherwise may be prohibited by applicable law or the terms of any charter school charter.

ARTICLE IV COMMITTEES

4.1 Committees of the Board. The Board may, by resolution, establish standing committees and special committees of the Board. Unless otherwise specified by resolution of the Board or these Bylaws, the Board shall annually appoint the members and the chairs of the standing committees and shall fill vacancies on any standing committee. Appointments to the standing committees shall be made by the Board at the annual meeting. In addition, the President may, if so authorized by the Board, appoint the members and chairs of such special committees as the Board may create, which members and chairs may include persons who are not members of the Board. All committee appointments and chair appointments must be approved by a vote of the Board.

4.2 Standing Committees. Standing committees shall be created as required by resolution of the Board. The purpose, duties, number of members, and reporting requirements of each standing committee shall be specified in the resolution creating the committee.

4.3 Special Committees. Special committees shall be created as required by resolution of the Board. The purpose, duties, number of members, and reporting requirements of each special committee shall be specified in the resolution creating the committee.

4.4 Committee Members' Term of Office. Unless otherwise specified by resolution of the Board, members of each committee shall continue in office until the next annual meeting of the Board and until their successors are appointed, unless the committee of which they are members shall be sooner terminated by resolution of the Board or until their earlier death, resignation, or removal as committee members.

4.5 Committee Meetings. Meetings of any committee may be called by the chairman of such committee or upon the written request of one-third (1/3) of the committee members. The call for any meeting shall be by giving notice of such meeting which sets forth its time and place and is delivered to the residence or place of business of the committee members as listed in the Secretary's office at least five (5) days prior to such meeting. Unless otherwise provided in these Bylaws, a majority of the members of any committee shall constitute a quorum for the transaction of business. After a quorum has been established at a committee meeting, the subsequent withdrawal of committee members from the meeting so as to reduce the number of committee members present to fewer than the number required for a quorum shall not affect the validity of any action taken at the meeting. Each committee shall keep minutes of its meetings and report to the Board as necessary with recommendations.

4.6 Resignation or Removal of Committee Members. A member of any committee may resign at any time by tendering his/her resignation in writing to the President or the Board. The Board, by a vote, may remove, with or without cause, any member from a committee and specifically, but not by way of limitation, may remove any member from a committee for failing to attend three (3) consecutive meetings of the committee.

ARTICLE V OFFICERS

5.1 Officers. The officers of the Corporation shall be a President, a Secretary and a Treasurer. The Corporation may also have, at the discretion of the Board one or more Vice Presidents, and such other officers as determined by the Board. Any number of offices may be held by the same person; provided however, no officer shall execute, acknowledge or verify any instrument in more than one capacity. Officers need not be residents of the State of Florida or United States citizens. Officers need not be Directors of the Corporation.

5.2 Appointment and Term of Office. The officers of the Corporation shall be appointed annually by the Board at the annual meeting. If the appointment of officers does not occur at this meeting, the appointment shall occur as soon thereafter as practicable. Each officer shall hold office until a successor has been duly appointed and qualified, or until an earlier resignation, removal from office, or death.

5.3 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise shall be filled by an election by the Board for the remaining unexpired term of such office.

5.4 Removal of Officers. The Board may remove any officer of the Corporation from his or her office or position at any time, with or without cause.

5.5 Resignation of Officers. Any officer of the Corporation may resign at any time from his or her office or position by delivering notice to the President. Such resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the corporation accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor does not take office until the effective date.

5.6 President. The President shall be the chief executive officer of the Corporation and shall, subject to the control of the Board, have general supervision, direction and control of the business and the officers of the Corporation. The President shall preside at all meetings of the Corporation. The President shall have the general powers and duties of management usually vested in the office of President of a Corporation, and shall have such other powers and duties as may be prescribed by the Board or the Bylaws.

5.7 Vice Presidents. The Vice Presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board or the President.

5.8 Secretary. The Secretary shall keep or cause to be kept, at the principal office or such other place as the Board may direct, a book of minutes of all meetings and actions of Directors and committees of Directors, with the time and place of holding, whether regular or special, and if special, how authorized, the notice given, the names of those present and a record of the proceedings. The Secretary shall give, or cause to be given, notice of all meetings required by the Bylaws or by law to be given, and he shall keep the seal of the Corporation if one is adopted, in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board or by the Bylaws.

5.9 Treasurer. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounting records of all transactions of the Corporation including accounting for its assets, liabilities, receipts, disbursements, gains and losses. The Treasurer shall deposit or cause to be deposited all moneys and other valuables in the name and to the credit of the Corporation with such depositaries as may be designated by the Board. The Treasurer shall prepare, or have prepared, financial statements on a periodic basis including a statement of financial position, statement of activities, statement of cash flows and such other statements as requested by the President and the Board or those that are required to be in compliance with not-for-profit accounting. The Treasurer shall have such other powers and perform such other duties as may be prescribed by the Board or Bylaws.

5.10 Succession of Officers. Unless otherwise directed by a vote of the Board, in the event that an officer of the Corporation has not resigned or been removed but is unable to act in such position for a period of one (1) month or more, whether due to disability or other reason, then another officer of the Corporation shall serve in that office until such officer is either removed or is able to perform his/her services in the following order:

- (a) The Vice President shall perform the services of the President.
- (b) The President shall perform the services of the Secretary.
- (c) The Secretary shall perform the services of the Treasurer.

5.11 Salaries. Each officer may be paid a reasonable salary, as may from time to time be determined by action of the Board, unless prohibited by law or otherwise. No such payment shall preclude any officer from serving this corporation in any other capacity and receiving compensation for such services, except that no director shall receive any compensation, direct or indirect, from the charter school's operations or as otherwise may be prohibited by applicable law or the terms of any charter school charter.

**ARTICLE VI
BOOKS AND RECORDS**

The Corporation shall maintain accurate and complete accounting records and shall keep records of minutes of all meetings of its Board, a record of all actions taken by the Board without a meeting, and a record of all actions taken by a committee of the Board in place of the Board on behalf of the Corporation. The Corporation shall keep a copy of the following records: (a) its Articles or Restated Articles of Incorporation and all amendments thereto currently in effect; (b) its Bylaws or Restated Bylaws and all amendments thereto currently in effect; (c) a list of the names and business street addresses of its current Directors and officers; and (d) its most recent annual report delivered to the Department of State. Any books, records and minutes may be in written form or in any other form capable of being converted into written form within a reasonable time.

**ARTICLE VII
INDEMNIFICATION**

7.1 Indemnification. This Corporation shall indemnify its directors and its officers to the fullest extent permitted by the provisions of the North Carolina General Statutes NonProfit Corporation Act as the same may be amended and supplemented, from and against any and all of the expenses or liabilities incurred in defending a civil or criminal proceeding, or other matters referred to in or covered by said provisions, including advancement of expenses prior to the final disposition of such proceedings and amounts paid in settlement of such proceedings. The indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. The right to indemnification shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person, and an adjudication of liability shall not affect the right to indemnification for those indemnified.

7.2 Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation or who is or was serving at the request of the Corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him/her and incurred by him/her in any such capacity or arising out of his/her status as such, whether or not the Corporation would have the power to indemnify him/her against such liability under the provisions of this Article VII.

**ARTICLE VIII
MISCELLANEOUS**

8.1 Compliance with Law. The Board shall comply with North Carolina State Law for Charter Schools, Article 14A of N.C. General Statute, chapter 115C ("the Charter School Act") and applicable State Board Policies, including, but not limited to: specific requirements for teacher licensure, student admissions, charter renewal, background checks for employees, and criminal history checks.

8.2 Board Policies. The Board shall adopt and implement Board Policies which shall include, but not be limited to the following: a Personnel Policy, a Disciplinary Policy; a Parental Grievance Policy; Conflict of Interest Policy; and a Nepotism Policy, as required by law. In furtherance of the Parental Grievance Policy, the Board shall act as a representative of the school community to ensure that the needs of all students, parents, and teachers will be addressed.

8.3 Open Meetings and Public Records. The Corporation is subject to the Public Records Act, Chapter 132 of the General Statutes, and the Open Meetings Law, Article 33C of Chapter 143 of the General Statutes. The Corporation shall use the same schedule established by the Department of Natural and Cultural Resources for retention and disposition of records of local school administrative units.

8.4 Corporate Seal. The Board may provide for a corporate seal which may be facsimile, engraved, printed or an impression seal which shall be circular in form and shall have inscribed thereon the name of the corporation, the words "Seal" and "Not for Profit, North Carolina" and the year of incorporation.

8.5 Execution of Contracts. Subject to Member approval as may be required in Article II, the Board, except as may be otherwise provided in these Bylaws, may authorize any officer or officers, employee or employees, agent or agents, to enter into any contract or execute and deliver any contract or other instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. Unless authorized so to do by these Bylaws or the Board, no officer or agent or employee shall have any power or authority to bind the Corporation by any contract or engagement, or to pledge its credit, or to render it liable pecuniarily for any purpose or in any amount.

8.6 Deposits. Subject to Member approval as may be required in Article II, all funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as may be designated from time to time by the Board or a committee of the Board to which it may delegate such power, or any officer or officers, employee or employees, or agent or agents of the Corporation to whom such power may be delegated by the Board or by such committee, and for the purpose of such deposit, all checks, drafts, and other orders for the payment of money which are payable to the order of the Corporation, may be endorsed, assigned and delivered by any officer of the Corporation or in such other manner as may from time to time be determined by resolution of the Board or of such committee.

8.7 Borrowing, Checks, Drafts, Etc. Subject to Member approval as may be required in Article II, the Corporation, except as may be otherwise provided in these Bylaws, whenever its general interests require, may borrow money, obtain credit and issue evidences of indebtedness for the repayment thereof, may guarantee evidences of indebtedness or other types of securities issued by others, and may assign and grant interests in any property or assets of the Corporation as security for such debts and obligations. All promissory notes, guarantees, checks, drafts or other evidences of indebtedness issued in the name of the Corporation shall be signed or endorsed by such officer or officers, employee or employees, or agent or agents of the Corporation, as shall from time to time be determined by resolution of the Board.

8.8 Parliamentary Procedure. For all matters of parliamentary procedures, the Corporation shall be guided by *Robert's Rules of Order Newly Revised*, 10th ed. (Cambridge, Mass.: Perseus Publishing, 2000), "Robert's Rules". All Board meetings and committee meetings shall be conducted in accordance with Roberts Rules. In any instance in which the provisions of these Bylaws are in conflict with the provisions of Robert's, the provisions of these Bylaws shall control.

8.9 Gender, etc. All masculine pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or singular or plural as the identity of the person(s) may require.

ARTICLE IX AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by a majority vote of the Board with approval by the Member.

Appendix H
Articles of Incorporation

**ARTICLES OF INCORPORATION OF
DORAL ACADEMY OF NORTH CAROLINA, INC.**

The undersigned incorporator, for the purpose of forming a nonprofit corporation under §55A-2-02 of the General Statutes of North Carolina, as amended, (the "Act"), hereby submits the following Articles of Incorporation, and certifies as follows:

ARTICLE I. NAME

The name of the corporation shall be:

DORAL ACADEMY OF NORTH CAROLINA, INC.

ARTICLE II. PRINCIPAL OFFICE

The principal place of business of this corporation shall be:

2450 NW 97TH AVE.
MIAMI, FL 33172
COUNTY: MIAMI-DADE

ARTICLE III. MAILING ADDRESS

The mailing address of the Corporation shall be:

6340 SUNSET DRIVE
MIAMI, FL 33143
COUNTY: MIAMI-DADE

ARTICLE IV. PURPOSE(S)

The Corporation is not-for-profit and is organized and shall be operated exclusively for charitable, educational, and scientific purposes as described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended or the corresponding provision of any future United States Internal Revenue Law (the "Code"), including, without limitation: the organization, support, and operation of charter schools, private, public, and/or virtual educational institutions and all ancillary programs; the development and delivery of instructional services; the development, research-based validation, and implementation of curriculum; and including for such purposes the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Code. The Corporation may be operated for the benefit of any new or additional organizations described in Section 509(a)(1) or 509(a)(2) of the Code which are organized and operated to support education as shall be determined by the Board of Directors of the Corporation.

ARTICLE V. MANNER OF ELECTION OF DIRECTORS

The manner in which the directors are elected or appointed is set forth in the By Laws.

ARTICLE VI. MEMBERSHIP

The Corporation's sole member shall be The Doral Academy, Inc., a Florida not-for-profit corporation, (the "Member"). The Member shall have such rights as set forth in the Bylaws of the Corporation.

ARTICLE VI. INITIAL DIRECTORS AND/OR OFFICERS

(1) KIM M. GUILARTE
5876 SW 68 STREET
MIAMI, FL 33143

(2) JAMES ALONZO GRIFFIN
22198 BELLA LAGO DRIVE, APT 1118
BOCA RATON, FL 33433

(3) CARLOS FERRALLS
11100 NW 27TH STREET
DORAL, FL 33172

(4) JOSHUA MORALES
301 FAYETTEVILLE STREET
SUITE 1400
RALEIGH, NC 27601

(5) BRENNNA BOOKER-ROUSE
6804 SET LAKE ROAD
FUQUAY-VARINA, NC 27526

(6) JESSICA KOZMA PROCTOR
317LVIN ROAD
RALEIGH, NC 27605

(7) KIERSA NICOLE STRICKLEN
4263 DUDLEYS GRANT DRIVE #E
WINTERVILLE, NC 28590

ARTICLE VII. INITIAL REGISTERED AGENT AND STREET ADDRESS

The name and North Carolina street address of the initial registered agent is:

CORPORATION SERVICE COMPANY
327 HILLSBOROUGH STREET
RALEIGH, NC 27603 WAKE COUNTY

ARTICLE VIII. INCORPORATOR

The name and address of the Incorporator to these Articles of Incorporation:

COLLETTE D. PAPA, ESQ.
6340 SUNSET DRIVE
MIAMI, FL 33143

ARTICLE IX. CHARITABLE ORGANIZATIONS PROVISIONS

Notwithstanding any powers granted to the Corporation by its Articles, By Laws or by the laws of the State of North Carolina, the following limitations of power shall apply:

1. The Corporation is organized exclusively for charitable, religious, educational and scientific purposes, including for such purposes the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("Code").
2. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for the services rendered and to make payments and distributions in furtherance of purposes set forth in the purpose clause hereof. No director or officer of the Corporation, or any other person shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation. The Corporation shall pay no dividends.

3. The Corporation shall not participate, directly or indirectly, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. The Corporation shall not have the objectives nor engage in activities that would characterize it as an "action organization" as defined in Treasury Regulations.
4. Notwithstanding any other provision of this document, the organization shall not carry on any other activities not permitted to be carried on (i) by an organization exempt from federal income tax under Code Section 501(c)(3); or (ii) by an organization contributions to which are deductible under Code Section 170(c)(2).
5. Upon dissolution of the Corporation, the Board of Directors will, after paying or making provision for the payment of all the liabilities of the Corporation, dispose of the assets of the Corporation for one or more exempt purposes within the meaning of Code Section 501(c)(3), including to not for profit corporations or trusts described in Section 509(a)(1) or 509(a)(2) of the Code which are organized and operated to support education, including specifically the support and operation of private, public, and/or virtual educational institutions and all ancillary programs or shall be distributed to the federal government, or a state or local government, for public purpose. Any such assets not so disposed of shall be disposed of by the court having jurisdiction over the Corporation, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

IN WITNESS WHEREOF, the undersigned Incorporator of the Corporation has executed these Articles of Incorporation this 7th day of September, 2016.

Incorporator Signature:



Print Name: _____

Collette D. Lopez

Date: _____

9-7-16

ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT

Having been named as registered agent and to accept service of process for DORAL ACADEMY OF NORTH CAROLINA, INC. (the "Corporation"), a North Carolina not-for-profit corporation, at the place designated in the foregoing Articles of Incorporation, CORPORATION SERVICE COMPANY hereby accepts the appointment as registered agent and agrees to act in this capacity. CORPORATION SERVICE COMPANY further agrees to comply with the provisions of all statutes relating to the proper and complete performance of its duties, and CORPORATION SERVICE COMPANY is familiar with and accepts the obligations of its position as registered agent as provided for in accordance with the laws of the state of North Carolina.

REGISTERED AGENT:

CORPORATION SERVICE COMPANY

By: _____

Name: _____

Title: _____

Appendix I
Executed CMO/EMO Contract

**THE DORAL ACADEMY, INC.
DISTRICT MEMBERSHIP AND LICENSING AGREEMENT**

This District Membership and Licensing Agreement (this “**Agreement**”) is entered into effective as of _____, 2016 (“**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 North Carolina, Inc. (“**MEMBER SCHOOL**”), a North Carolina not-for-profit corporation established to operate a public charter school, whose address is 327 Hillsborough Street, Raleigh, NC 27603.

WITNESSETH:

WHEREAS, the Doral Academy, Inc. Corporate District (the “**DISTRICT**”) is a corporate district of schools 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 Technology (the “**Charter School**”) in the County of Wake, State of North Carolina (the “**State**”) and all references to MEMBER SCHOOL include the Charter School; and

WHEREAS, MEMBER SCHOOL would like the Charter School to become a member of the DISTRICT; and

WHEREAS, MEMBER SCHOOL understands and acknowledges strict rules and guidelines associated with DISTRICT membership, including the requirements to conduct a self-study, attend required meetings and training sessions, formulate school improvement plans (SIP) for continuous improvement in student performance, and meet AdvancED Standards for Quality.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. RECITALS AND DEFINITIONS.

- 1.1 Recitals. The recitals set forth above are true and correct and are incorporated herein by reference.
- 1.2 Definitions. As used in this Agreement, the following terms shall have the following meanings:
- (a) **“Confidential Information”** means technical and non-technical information, whether or not such information is marked or otherwise identified as “CONFIDENTIAL”, used in or related to operations of a member school of the District that is not commonly known by or available to the public, including, without limitation, Educational Programs, Oversight Programs, Proprietary DORAL 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 marks: “Doral Academy®”; “The Doral Academy®”; “The Doral Academy Inc®” , and any other trademarks, service marks, design marks, trade names, logos, trade dress, designs, graphics, logos, emblems, insignia, fascia, slogans, copyrights, drawings, and commercial symbols designated to be used in connection with the DISTRICT.
 - (d) **“Doral District Program IP”** shall mean and include all tangible or intangible proprietary information and Materials made available for members of the DISTRICT for use in conducting operations of their respective charter schools, including, without limitation, as applicable, the Marks, all Proprietary Materials, Educational Programs, Oversight Programs, as well as all inventions, improvements, developments or other ideas (whether patentable or unpatentable and whether or not reduced to practice) related thereto, all software and software code; all copyrights and all copyright, trademark and patent registration applications, registrations and renewals in connection therewith and all Confidential Information.

- (e) “**Oversight Programs**” shall mean oversight activities and programs developed by or for use within the DISTRICT, including, without limitation, programs designed to assist charter schools with administrative, financial reporting, budgeting, compliance, and development.
- (f) “**Proprietary Materials**” shall mean all tangible Materials made available to members of the DISTRICT for use in conducting operations of their respective charter schools, including, without limitation, curriculum, programs, guides, manuals, curriculum modules, documents, compilations of data, standards and best practices, including those related to Educational Programs, Oversight Programs and other Doral District Program IP.
- (g) “**School Year**” shall mean the full period from about August of each calendar year through about July of the next calendar year, or the period concerning the designated academic year determined by 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,” provided the following conditions are met: (1) MEMBER SCHOOL must give DORAL 180 days written notice of its intention to apply for the additional charter school; and (2) all other existing Charter Schools are performing in compliance with this Agreement.
- 2.2 **Compliance with DISTRICT Standards; General.** MEMBER SCHOOL acknowledges that (a) MEMBER SCHOOL must comply with all AdvancED Standards of Quality (including those for Schools, School Systems and Corporations); (b) MEMBER SCHOOL has reviewed and is familiar with all AdvancED Standards of Quality; (c) DORAL developed the Educational Programs, Doral District Program IP, Oversight Programs and Proprietary Materials for use within the DISTRICT, and to satisfy AdvancED Standards of Quality and to obtain accreditation of the DISTRICT from SACS CASI; and (d) the importance of strict compliance with all DISTRICT standards by MEMBER SCHOOL in that the DISTRICT Standards are intended to satisfy AdvancED accreditation standards and Standards of Quality. Accordingly, MEMBER SCHOOL shall strictly comply, and shall cause the Charter School to strictly comply, with all DISTRICT requirements, specifications, standards, guidelines, operating procedures and rules (each, a “**Standard**”) set forth in this Agreement, in applicable DISTRICT manuals, and in other writings supplied to MEMBER

SCHOOL by DORAL from time to time, including those relating to: corporate operations; funding; plant and facilities; safe environment; curricular programs; extra-curricular programs; instructor credentials; technology opportunities; and school improvement (the "DISTRICT Manuals"). MEMBER SCHOOL acknowledges DORAL and its affiliates may change or modify DISTRICT Standards and Manuals from time to time, including without limitation, the adoption and use of new or modified Marks or Educational Materials, in order to improve the quality of DISTRICT programs, comply with Advanced Standards of Quality, or other reasons. MEMBER SCHOOL shall accept and promptly implement any such changes in, or additions to, the DISTRICT Standards as if they were a part of this Agreement as of the date MEMBER SCHOOL receives notice of such change or addition, and shall make such reasonable expenditures as such changes require during the Membership Term. MEMBER SCHOOL and the Charter School shall achieve the strict compliance required by this Section in accordance with the schedule set forth.

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) use best efforts to promote the Marks and to increase the recognition of the DISTRICT;
- (c) brand and operate the Charter School as a "A Doral Academy School" in full compliance with this Agreement;
- (d) 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;]
- (e) maintain all insurance and payroll programs required by law, DISTRICT Standards, and this Agreement;
- (f) meet all financial obligations associated with membership in the DISTRICT;
- (g) 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;
- (h) 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.

- (i) 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;
- (j) 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;
- (k) 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;
- (l) 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
- (m) provide the DISTRICT, upon written request, the right to participate in the selection of any principal or school leader of the Charter School.

2.4 Compliance with Accreditation Standards. Without limiting the terms of Section 2.2 or Section 2.3, MEMBER SCHOOL shall, and shall cause the Charter School to, comply with all AdvancED accreditation standards, which will likely include, but not be limited to, the following:

- (a) provide no less than six (6) hours of instruction each school day for all students;
- (b) provide a minimum of 180 full days of instruction per school year and provide DISTRICT with the Charter School's calendar of activities and programs;
- (c) comply with all applicable curriculum requirements for graduation/earning credits for a standard and/or advanced diploma, including those promulgated by North Carolina state law and Wake County public schools systems;
- (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 North Carolina state law and Wake County public schools systems;

- (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, Wake County Public Schools and the North Carolina 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 , Wake County Public Schools and the State of North Carolina;
- (o) provide adequate space, buildings, grounds, and facilities to accommodate the curriculum offered and to qualify for accreditation;
- (p) develop and review annually short term and long term goals for facilities;
- (q) submit a school improvement plan annually that is based on the goals and objectives required by federal and state law and complies with the guidelines provided by the DISTRICT by the due date established by law or reasonably established by DISTRICT in consultation with MEMBER SCHOOL. The school improvement plan shall contain measurable objectives for the subsequent school year.
- (r) develop a school technology plan and review annually progress in technology;

- (s) timely provide to DISTRICT all information, data, reports and forms reasonably required by DISTRICT to comply with requirements of law or of accreditation, or otherwise reasonably required by DISTRICT;
- (t) attend all meetings and professional development events conducted by DISTRICT as required by law, by accreditation by DISTRICT Standards, or otherwise reasonably required by DISTRICT, including the DISTRICT Annual Meeting, Doral District Administrators' Workshop, Leadership Retreat, DISTRICT meetings, leadership training and workshop programs, and the like; and
- (u) uphold the AdvancED standards for accreditation and Standards of Quality applicable to the DISTRICT and to Charter School.

2.5 Doral Obligations. DORAL shall, and shall cause the DISTRICT as applicable to:

- (a) comply with all applicable federal, state and local laws in connection with matters arising from or related to this Agreement;
- (b) fulfill the DISTRICT'S continuing obligations to maintain AdvancED Standards of Quality and to maintain the DISTRICT accreditation;
- (c) provide MEMBER SCHOOL access to DISTRICT leadership training and workshop programs for MEMBER SCHOOL administrators;
- (d) submit an application to AdvancED for accreditation of Charter School and provide such certifications required by the DISTRICT for accreditation of Charter School;
- (e) provide MEMBER SCHOOL reasonable access to DISTRICT regarding compliance and operations; and
- (f) use good faith efforts to provide the Charter School with direction and assistance in the following areas:
 - (i) on site professional development for school administration as required by DISTRICT Standards or agreed in writing by the parties;
 - (ii) on site professional development for school instructional faculty as required by DISTRICT Standards or agreed in writing by the parties;
 - (iii) DISTRICT Standards and DISTRICT's best practices regarding classroom management and student assessment;
 - (iv) DISTRICT Standards and DISTRICT'S best practices for support and instruction on educational technology;
 - (v) support and assistance in attaining school accreditation, and/or inclusion of Charter School in accreditation of DISTRICT;
 - (vi) access to DISTRICT conferences, trainings, and consultation services that support Charter School's use and implementation of DISTRICT's standard curriculum and best practices;

(vii) access to professional development standards and best practices of DISTRICT applicable to MEMBER SCHOOL's governance and Board of Directors; and

(viii) other areas mutually agreed upon by the parties.

DORAL will identify to the MEMBER SCHOOL the DISTRICT'S model text books, if any, and will make available to MEMBER SCHOOL Proprietary Materials and Educational Programs for use at the Charter School, subject to the terms and limitations of this Agreement.

If DORAL determines in its reasonable discretion or otherwise learns that MEMBER SCHOOL has failed to comply with any of its obligations in this Section 2, DORAL will endeavor (but without any liability for failing to do so) to notify MEMBER SCHOOL of such failure in order to give MEMBER SCHOOL the opportunity to take corrective and/or remedial action; provided, that the provision or lack of provision of such notice shall in no way limit or otherwise impact the termination provisions set forth in Section 6 below. Such notice may include any action that DORAL deems reasonably necessary or advisable for MEMBER SCHOOL to comply with the provisions of this Agreement, including but not limited to alterations or additions to Educational Programs and restrictions on the MEMBER SCHOOL's use of licensed Marks and Proprietary Materials. Unless otherwise stated, DORAL's advice or guidance is advisory in nature and shall in no way relieve MEMBER SCHOOL of its obligations under this Section 2. DISTRICT Standards represent DORAL's best understanding of what is required to satisfy AdvancED accreditation standards, but ultimately accreditation is determined by AdvancED. MEMBER SCHOOL is responsible for complying with Section 2 and AdvancED accreditation standards. MEMBER SCHOOL shall hold DORAL and its representatives harmless from any liability that results in connection with any advice and guidance given under this Section.

2.6 CHARTER SCHOOL EDUCATIONAL SERVICES AND SUPPORT

DORAL shall provide, Educational Services and Support to MEMBER SCHOOL. DORAL operates a network of public charter schools and has contracts (collectively, the "Charters") with certain public school districts ("Sponsor") to operate its member schools. MEMBER SCHOOL is governed by the Board of Directors of MEMBER SCHOOL (the "Board"), an independent Board of Volunteers. The Board has complete control over MEMBER SCHOOL, its academic programs, staffing needs, and curricula. DORAL shall provide professional services, academic support, related administrative services and related support and services to ensure that MEMBER SCHOOL is operated in accordance with the requirements of its Charter, all State and Federal laws, as well as all applicable local, municipal and/or county ordinances including, but not limited to, the following:

(a) Duties

DORAL will coordinate the educational and administrative services required to support MEMBER SCHOOL and the Charter School. DORAL 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. DORAL will comply with all Board, MEMBER SCHOOL, and Charter School policies and procedures, the Charter, and with all applicable state and federal rules and regulations. DORAL's services will include: identification of potential school-sites; assistance with staff recruitment; assistance with human resource coordination; regulatory compliance; legal and corporate upkeep; and assistance with the maintenance of the books and records of MEMBER SCHOOL and the Charter School as well as bookkeeping, budgeting and financial forecasting. The Board will review all recommendations made by DORAL and act upon them in the manner the Board decides.

(b) Board of Directors Meetings

DORAL will assist in the coordination of and attend the meetings of the Board. Unless otherwise instructed by the Board, DORAL shall maintain the minutes and records of those meetings and ensure that the Charter School complies with the requirements of State law and the Charter regarding such meetings and record keeping.

(c) Record Keeping

DORAL will maintain the records of the Charter School at the location designated by the Board, and in compliance with the State and Charter requirements for record keeping. In addition, DORAL will ensure that designated on-site Charter School staff receive proper training by the Sponsor's appropriate departments for student/school record keeping through its designated Management Information Services (MIS) programs and proper training regarding public records.

(d) Bookkeeping

DORAL will work with and serve as liaison to any accounting firm selected by the Board to ensure the accuracy and timeliness of the financial reporting, record keeping, and audits required by the Charter and State law.

(e) Staff Administration

MEMBER SCHOOL or Board and/or its delegate will make all hiring decisions for the Charter School in accordance with law. DORAL shall not be considered a delegate of MEMBER SCHOOL or Board for this purpose. DORAL will assist the Board in the identification, solicitation, and/or recruitment of qualified principals, teachers, paraprofessionals, administrators and other staff members and education professionals to be employed at or by the Charter School. Charter School employees shall not be employees of DORAL. Charter School employees shall only be removed, dismissed, or transferred with approval of the Board/MEMBER SCHOOL, or its delegate. The Board/MEMBER SCHOOL shall decide whether to use a professional employee management company and the method of human resource management, if any.

The teachers employed by the Charter School will be certified as required North Carolina State law. Skilled selected non-certified personnel may also be employed by or at the Charter School to assist instructional staff members as teachers' aides in the same manner as defined in the General Statutes of North Carolina and North Carolina Charter School Legislation. At the request of the Board, DORAL will, assist in the preparation of employment contracts for review and approval by the Board or its delegate. Upon Board request, DORAL will propose a professional employer organization to the Board which can perform the human resource outsourcing services for the Charter School. If the Board, in its discretion, approves a professional employer organization and/or human resource outsourcing provider, DORAL will assist in the coordination of these services. DORAL will act as the liaison for the Charter School vis-à-vis the professional employer organization. All Charter School based employees will be employees of MEMBER SCHOOL, and shall be assigned to the Charter School, and may only be removed, dismissed, or transferred with approval of MEMBER SCHOOL, the Board and/or its delegate.

(f) Financial Projections and Financial Statements

DORAL will prepare and present to the Board in a timely manner for review and approval annual budgets and financial forecasts for the Charter School. The Charter School will use the standard state codification of accounts as contained in the Financial and Program Cost Accounting and Reporting for North Carolina Schools, or shall utilize GAAP Accounting, and/or other applicable guidelines as a means

of codifying all transactions pertaining to financial operations as required by law and the Charter. The Board shall annually adopt and maintain an operating budget. The Board, based on recommendations made by a certified public accounting firm, will adopt accounting policies and procedures. DORAL will timely prepare, for the review and approval of the Board, any required regular unaudited financial statements including a statement of revenues and expenditures and changes in fund balances, in accordance with generally accepted accounting principles to be delivered to the Sponsor. These financial statements will be provided in advance of the deadline for submission of such reports to the Sponsor. MEMBER SCHOOL will provide the Sponsor with annual audited financial reports as required by the Charter. These reports will be prepared by a qualified independent, certified public accounting firm. DORAL will provide the regular unaudited financial statements, books and records to the auditor for review in connection with the preparation of the annual audited financial reports. The reports shall include a complete set of financial statements and notes prepared in accordance with the Charter and generally accepted accounting principles, for inclusion in the Charter School's annual financial statements, and formatted by revenue source and expenditures, and detailed by function and object.

(g) Grant Solicitation

In consultation with the Board, and with Board approval, DORAL will solicit grants available for the funding of MEMBER SCHOOL and/or the Charter School from the various government, private and institutional sources which may be available. Such grants may include, but are not limited to federal grants programs and various continuation grants for charter schools.

(h) Financing Solicitation and Coordination

If authorized by the Board, DORAL will coordinate obtaining financing from private and public sources for loans desired by the Board.

(i) Other Funding Sources

If authorized by the Board, DORAL will coordinate the solicitation of Capital Outlay Funds, if available, from the appropriate state and/or local agencies. Similarly, as authorized by the Board, DORAL will coordinate the solicitation of other available state, federal, or local government funds earmarked for schools and/or facilities development, improvement, or acquisition, as well as other sources of funding that may become available to charter schools from time to time.

(j) Annual Reporting

DORAL will coordinate the preparation of any Annual Report(s) required by the Charter or by law for MEMBER SCHOOL AND/OR the Charter School. The Report will be submitted to the Board for approval, DORAL will coordinate the delivery and review process established by the Sponsor and Charter School legislation for the Annual Report.

(k) Student Assessment

Upon the approval of the Board, DORAL will coordinate a student assessment methodology, independent from State and/or Sponsor required assessments, and retain on behalf of MEMBER SCHOOL professionals to administer and evaluate results. DORAL will provide the Board with proposals from professionals offering to provide assessment and student evaluation services for Board approval.

(l) School Board Representation

DORAL will serve as a liaison with the Sponsor and its officials on behalf of MEMBER SCHOOL and the Charter School. DORAL's representatives will attend required meetings and public hearings; will facilitate communications between MEMBER SCHOOL, the Charter School and the Sponsor; and, will present or advocate positions reviewed and approved by the Board.

(m) Governmental Compliance

DORAL will advise MEMBER SCHOOL and the Charter School regarding compliance with state regulations and reporting requirements of MEMBER SCHOOL and the Charter School. In addition, DORAL will advise the MEMBER SCHOOL and the Charter School regarding compliance with any requirements of the Sponsor's regarding Disclosure, Verification and/or Affirmation of Fulfillment of Board Requirements. DORAL will also advise MEMBER SCHOOL and the Charter School regarding MEMBER SCHOOL's and the Charter School's compliance with its Charter, the terms of which are incorporated by reference.

(n) Charter Renewal Coordination

DORAL will advise MEMBER SCHOOL regarding the renewal of the Charter, coordinate the renewal with the Sponsor, and assist the Board, MEMBER SCHOOL, and the Charter School to complete the renewal process on a timely basis. DORAL will negotiate the terms of the renewal Charter with the Sponsor, inform the Board of the progress of those negotiations, notify the Board of any renewal provisions which modify or alter the terms of the existing Charter, and obtain Board approval of any negotiating strategy and of the terms of the renewal Charter.

(o) Curriculum Development

As authorized by the Board, DORAL shall identify and or develop curricula in connection with the operations of the Charter School and the vision of the Board in a manner that complies with applicable federal, state and local laws and regulations. All curricula shall be approved by the Board prior to use.

(p) School-Site Identification

DORAL shall coordinate with the Board for the purpose of identifying MEMBER SCHOOL's school-site and facilities needs from year-to-year. DORAL shall assist the Board in identifying potential new school sites and potential expansion of existing sites and facilities. DORAL may identify and solicit investors to acquire and/or develop school sites and facilities for lease or use by MEMBER SCHOOL. Where such investors are related to DORAL or its principals, such relationship will be disclosed to the Board. At the Board's request, DORAL shall recommend qualified professionals, who the Board may retain, in the fields of school design, architecture, and engineering, as well as professionals in the areas of development and construction, for the expansion, design, development, and/or construction of new and/or existing school sites.

(q) Systems Development

DORAL will identify and develop a school information system to be used in connection with the administration and reporting system for the Charter School. This includes, but is not limited to, accounting documentation filing systems, student records systems, computer systems, and telecommunications services. All such systems must be reviewed and approved by the Board.

(r) Additional Services

DORAL may provide additional services not covered under this Agreement as requested and approved the Board in writing. This may include services that are not within the regular course of running the Charter School, including but not limited to special projects, litigation coordination, and land use coordination. Such projects may include the engagement, upon written approval and at the expense of MEMBER SCHOOL, of other professionals or consultants who may be independent from DORAL or part of DORAL's network of consulting professionals.

(s) Conflicts of Interest

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

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 Wake County, State of North Carolina ("Territory").
- 3.2 Form of Use. MEMBER SCHOOL shall, and shall cause the Charter School to only use the Marks and other Doral District Program IP in a manner consistent with good trademark and copyright practice and with all appropriate legends and notices (including use of ®, ™ and ©, as may be directed from time to time by DORAL. In no event shall MEMBER SCHOOL or the Charter School remove any legends or intellectual property rights notices from any Doral District Program IP or any other Materials provided or made available to MEMBER SCHOOL or the Charter School in connection with this Agreement.
- 3.3 No Other Rights to Doral District Program IP. The rights granted herein are not intended to be (and shall not be construed as) an assignment, and nothing herein or otherwise confers on MEMBER SCHOOL any right, title or interest in the Marks, Proprietary Materials or any other Doral District Program IP, other than the limited rights of usage in the Territory and in accordance with this Agreement. As between the parties, other than the limited rights to use the Marks, Proprietary Materials and other applicable Doral District Program IP provided above, DORAL reserves all right, title, and interest in and to the Marks, Proprietary Materials and other applicable Doral District Program IP.
- 3.4 Cooperation. MEMBER SCHOOL shall, and shall cause the Charter School to, reasonably cooperate with DORAL with respect to the perfection, enforcement or acquisition of DORAL's rights, titles and interests in the Marks, Proprietary Materials or any other applicable Doral District Program IP, including any developments contemplated in Section 4 below, and shall use its best efforts to protect the Marks, Proprietary Materials and other applicable Doral District Program IP, and to report promptly to DORAL any infringement or claims of infringement of any of the Marks, Proprietary Materials or other Doral District Program IP of which it has become aware.

- 3.5 Inurement; No Sublicense. All use of the licensed Marks, Proprietary Materials and other Doral District Program IP shall, as between the parties, inure solely to the benefit of, and on behalf of, DORAL. MEMBER SCHOOL shall not use or apply to register any trademark that incorporates, includes, is a derivative of, or would tend to dilute any Mark, except as expressly authorized herein. MEMBER SCHOOL shall not transfer, sublicense or permit any third party the right to use any of the licensed Marks, Proprietary Materials or any other Doral District Program IP, in whole or in part, without the prior written approval of DORAL. MEMBER SCHOOL agrees that it shall not apply for registration of any of the licensed Marks or any other Doral District Program IP or for any trademark, name, logo or other designation that DORAL believes, in good faith, to be confusingly similar to or to dilute the distinctiveness of the licensed Marks, except as otherwise expressly agreed to by the parties.
- 3.6 Importance of Protecting Goodwill and Reputation. MEMBER SCHOOL acknowledges the importance to DORAL of its reputation and goodwill and of maintaining high, uniform standards of quality in the products and services provided in connection with the Marks. MEMBER SCHOOL therefore agrees not to use, or permit the Charter School to use, the Marks or any such other Doral District Program IP, as applicable, in any manner whatsoever which directly or indirectly will derogate or detract from such reputation, nor use the Marks or any other Doral District Program IP or otherwise conduct operations of the Charter School or its own governance matters in a manner that is disparaging to or that could otherwise harm the goodwill associated with DORAL, its affiliates, the DISTRICT, the Marks or any other Doral District Program IP, or in any manner that suggests or implies a relationship between the parties other than the relationship that is set forth in this Agreement and any other agreements between the parties.
- 3.7 Approval of Branded Items. MEMBER SCHOOL shall, at MEMBER SCHOOL's sole cost and expense, provide, and cause the Charter School to provide, DORAL with samples, copies or pictures of any and all goods, packaging, documentations, manuals, advertising, marketing or other materials that bear any of the Marks or that MEMBER SCHOOL intends to use or distribute in connection with the Marks or any other Doral District Program IP. MEMBER SCHOOL agrees that the quality of any goods and services with which it uses the Marks shall be comparable to the quality of goods and services with which the DISTRICT uses the Marks. Prior to the use of the Marks or any other Doral District Program IP in any advertisement, marketing, goods, packaging and the like, MEMBER SCHOOL shall obtain written approval from DORAL. Any subsequent alteration, modification, or change in any use following such approval must be reviewed and approved by DORAL prior to implementation of such alteration, modification, or change. DORAL retains the right to reasonably specify, from time to time, the format in which MEMBER SCHOOL shall use and display the Marks, and MEMBER SCHOOL shall only use or display the Marks in a format approved (and not subsequently disapproved) by DORAL.
- 3.8 Prominent Disclosure of Member of DISTRICT. On all of its correspondence, documents, signage, clothing, displays and marketing or advertising materials of any kind in connection with the Charter School and/or the Marks, MEMBER SCHOOL shall prominently identify itself as "A Doral Academy School", or as otherwise expressly agreed upon in writing by the parties.
- 3.9 No Impairment of Goodwill or Doral District Program IP. MEMBER SCHOOL shall not at any time during or after the Membership Term, do, or cause to be done, or omit to do any act or thing, the doing or omission of which would challenge, contest, impair,

invalidate, or tend to impair or invalidate any of DORAL's or its affiliates' ownership or other rights, title or interest in the Marks, Proprietary materials and any other applicable Doral District Program IP or goodwill, or any registrations, accreditations or recognitions of the like, derived from such rights. SACS CASI accreditation specifically shall not be affected in any way due to MEMBER SCHOOL's misuse or violation of requirements or guidelines set forth by SACS CASI or this Agreement.

- 3.10 No Limitation of Rights and Remedies. MEMBER SCHOOL acknowledges and agrees that DORAL has, shall retain, and may exercise, both during the term of this Agreement and thereafter, all rights and remedies available to DORAL, whether derived from this Agreement, from statute, or otherwise, as a result of or in connection with MEMBER SCHOOL's breach of this Agreement, misuse of the Marks or any other applicable Doral District Program IP, or any other use of the Marks or any other applicable Doral District Program IP by MEMBER SCHOOL or the Charter School which is not expressly permitted by this Agreement.

4. DEVELOPMENTS.

For the avoidance of doubt, all ideas, concepts, techniques or materials concerning the operation of the Charter School as a member of the DISTRICT, whether or not protectable intellectual property and whether created by or for MEMBER SCHOOL, must be promptly disclosed to DORAL and will be deemed the sole and exclusive property of DORAL and works made-for-hire for DORAL, and no compensation will be due to MEMBER SCHOOL or its personnel therefore, and MEMBER SCHOOL hereby assigns to DORAL all right, title and interest in any intellectual property so developed. DORAL may incorporate such items into its DISTRICT membership program for other DISTRICT schools to utilize. To the extent any item does not qualify as a "work made-for-hire" for DORAL, MEMBER SCHOOL hereby assigns ownership of that item, and all related rights to that item, to DORAL and shall sign, or cause the assignment of, any assignment or other document as DORAL requests to assist DORAL in obtaining or preserving intellectual property rights in the item. MEMBER SCHOOL also waives any author's or moral rights in and to such items, and shall ensure its personnel do the same. DORAL agrees to disclose to MEMBER SCHOOL concepts and developments of other member schools that are made part of the DISTRICT membership program. As DORAL may reasonably request, MEMBER SCHOOL shall take all actions to assist DORAL's efforts to obtain or maintain intellectual property rights in any item or process related to the DISTRICT membership program, whether developed by MEMBER SCHOOL or not.

5. ANNUAL DISTRICT MEMBERSHIP FEE.

- 5.1 Annual Fee. MEMBER SCHOOL shall pay an annual membership fee equivalent to six hundred fifty dollars (\$650) per pupil per annum of the guaranteed basic support payment 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. In an effort to assist the MEMBER SCHOOL's development of the Charter School during the first year of this Agreement, the Annual Fee shall be due and payable within thirty (30) days of the close of MEMBER SCHOOL'S first fiscal year following the effective date of this Agreement. Thereafter, the Annual Fee shall be due and payable for each applicable School Year, upon the first to occur of: (1) within thirty (30) days of the beginning of the applicable School Year; or (2) the MEMBER SCHOOL'S receipt of its state and local per pupil funding for such School Year. Along with each payment of the Annual Fee, MEMBER SCHOOL shall provide DORAL supporting documentation with respect to determination of the Annual Fee, and any other document reasonably requested by DORAL.

- 5.2 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.
- 5.3 Taxes. MEMBER SCHOOL shall pay to DORAL an amount equal to all sales taxes, excise taxes, withholding taxes, use taxes and similar taxes imposed, if any, on the Annual Fee, or other amounts payable by MEMBER SCHOOL to DORAL under or in connection with this Agreement at the same time as MEMBER SCHOOL remits such fees to DORAL.

6. DURATION AND TERMINATION.

- 6.1 Initial Term. Subject to the termination provisions set forth in this Agreement, this Agreement shall commence upon the Effective Date and shall remain effective through the tenth (10th) 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, this Agreement shall then automatically renew annually for succeeding three (3)-year terms thereafter (each, a “*Renewal Term*”), unless either party delivers written notice to the other party of its intention not to renew or continue this Agreement at least one hundred twenty (120) days prior to the expiration of the then-current term. The term of this Agreement, as extended or otherwise renewed, shall be referred to as the “*Membership Term*”.
- 6.3 DORAL Termination for Convenience. DORAL may terminate this Agreement at any time, with or without cause, during the Initial Term or any Renewal Term, upon thirty (30) days written notice to the MEMBER SCHOOL provided, that such termination will be deemed effective as of the expiration of the then current School Year in effect at the time such notice of termination is delivered.
- 6.4 Termination Upon Loss of Charter. This Agreement shall terminate automatically upon the expiration or termination of the charter contract for the Charter School. Notwithstanding anything stated to the contrary, this Agreement may be terminated by either Party upon written notice in the event the charter school application submitted in September 2016 to the North Carolina State Board of Education is not approved.
- 6.5 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.
- 6.6 DORAL Termination for Cause. In addition to DORAL’s other rights of termination set forth in this Agreement, during the Initial Term or any Renewal Term, DORAL shall have the right to terminate this Agreement immediately, upon written notice and without an opportunity to cure, unless otherwise provided, as follows:

- (a) MEMBER SCHOOL commits a material breach of this Agreement; fails to comply with any DISTRICT Standard, including failing to meet accreditation standards for Charter School, failing or substandard educational or financial performance, breach of the charter contract, or otherwise improperly uses any of the Marks or any other Doral District Program IP, in each case that (i) would reasonably be expected to either adversely affect the validity or protectability of such Marks or any such other Doral District Program IP, as applicable, or (ii) would reasonably be expected to impair the goodwill associated with any of the Marks or any such other Doral District Program IP, as applicable;
- (b) MEMBER SCHOOL discloses, duplicates or otherwise uses in an unauthorized manner any material portion of the Doral District Program IP or any other information provided by DORAL or otherwise made available to MEMBER SCHOOL as a member of the DISTRICT;
- (c) MEMBER SCHOOL attempts to assign, sub-license, transfer or otherwise convey, without first obtaining DORAL's written consent, any of the rights granted to MEMBER SCHOOL by or in connection with this Agreement;
- (d) Without limiting DORAL's rights to termination immediately for the reasons described in Section 6.6(a) above, MEMBER SCHOOL continues without cure after twenty-four (24) hours of learning of any material breach of any health or safety law, ordinance or regulation, or operates the Charter School in a manner that presents a health or safety hazard to students, faculty or other persons or administrators; or
- (e) Without limiting DORAL's rights to termination immediately for the reasons described in Section 6.6(a) above, MEMBER SCHOOL fails to comply with any other applicable federal, state or local law, ordinance or other regulation promulgated by any applicable municipal, state, federal or other governmental authority within ten (10) days after learning of such noncompliance;
- (f) MEMBER SCHOOL submits any materially false statement to DORAL, DISTRICT, AdvancED or any government regulator regarding MEMBER SCHOOL's obligations under this Agreement or otherwise in connection with the Charter School's operations or participation in the DISTRICT; or
- (g) MEMBER SCHOOL winds up, sells, consolidates or merges its operations or otherwise ceases to conduct operations of the Charter School as "A Doral Academy School".

6.7 Effect of Termination. Upon termination of this Agreement for any reason:

- (a) MEMBER SCHOOL's rights to use the Marks and any other Doral District Program IP will terminate immediately, and MEMBER SCHOOL shall immediately cease and desist from all use of the Marks and Doral District Program IP in connection with the operations of the Charter School or otherwise;
- (b) MEMBER SCHOOL shall immediately de-identify itself as a member of the DISTRICT, including, without limitation, removing all applicable signage and other identifying symbols from the Charter School, its curriculum and other

Educational materials, unless expressly agreed to in writing by DORAL, immediately changing MEMBER SCHOOL's corporate name to a name that does not include any of the Marks, or any portion of the Marks;

- (c) MEMBER SCHOOL, at its own cost and expense, shall immediately transfer to DORAL ownership of any registered names including or having a connection to DORAL or the licensed Marks;
- (d) MEMBER SCHOOL shall immediately (and in no event later than twenty four (24) hours after expiration or termination of the Membership Term), return to DORAL or destroy (as certified by MEMBER SCHOOL), at DORAL's direction, all Confidential Information including (all of which is acknowledged by MEMBER SCHOOL to be DORAL's property);
- (e) MEMBERS SCHOOL shall pay all sums owing to DORAL within five (5) days after the effective date of termination or expiration of this Agreement, or any later date that the unpaid amounts due to DORAL are determined. In the event of termination of the Membership Term for any default of MEMBER SCHOOL, such sums shall include, but not be limited to, all damages, costs and expenses, including reasonable attorneys' fees with respect to litigation and other proceedings, unpaid Annual Fees, and any other amounts due to DORAL; and
- (f) each party shall comply with all other applicable provisions of this Agreement which expressly or by their nature survive the expiration or termination of the Membership Term, each of which shall continue in full force and effect subsequent to and notwithstanding its expiration or termination of the Membership Term and until they are satisfied in full or by their nature expire.

6.8 RESERVED.

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

6.10 Accrual of Fees. If DORAL terminates this Agreement during a School Year other than for convenience, DORAL shall have a right to collect and retain the entire Annual Fee for such School Year without otherwise limiting any other claim for damages. If DORAL terminates this Agreement during a School Year for convenience or if MEMBER SCHOOL terminates this Agreement for cause during a school year, the Annual Fee shall be prorated for the part of the year the Agreement was in effect without otherwise limiting either party's other claims for damages.

7. RECORDS AND REPORTING OBLIGATIONS.

7.1 Maintenance of Records. During the Membership Term, MEMBER SCHOOL shall maintain full, complete and accurate books, records and accounts in accordance with reasonable standards required by DORAL, including DISTRICT Standards. MEMBER SCHOOL shall make such books, records and accounts available to DORAL for auditing

purposes as described in Section 7.2 below. MEMBER SCHOOL shall retain during the Membership Term, and for seven (7) years thereafter (unless otherwise required by applicable law), all books and records related to the Charter School including, without limitation, enrollment records, purchase orders, invoices and cash receipts and disbursement journals, general ledgers, and any other records designated by DORAL or required by law.

7.2 **Audit Rights.** At any time during the Membership Term and for a period of two (2) years thereafter, DORAL or its designated representatives will have the right to examine and audit MEMBER SCHOOL's records and/or its facilities, operations, and Educational Programs (including the right to visit, monitor and ensure the Charter School is complying with all DISTRICT Standards, policies and procedures during the Membership Term), upon not less than five (5) business days' prior notice and during MEMBER SCHOOL's normal business hours (except in the event of an emergency in which case no advanced notice shall be required and such examination may be performed at any reasonable time), with respect to any and all matters that relate to (a) determination of any of DORAL payments under this Agreement or (b) MEMBER SCHOOL's compliance with its obligations under this Agreement. The foregoing shall include the right for DORAL or its designated representatives to perform operational audits and inspections of the Charter School. If the audit or any other inspection should reveal that any payments to DORAL have been underpaid, then MEMBER SCHOOL shall immediately pay to DORAL the amount of the underpayment plus interest from the date such amount was due until paid at the rate of six percent (6%) per annum (or the highest rate allowed by the law if lower). The foregoing remedies shall be in addition to any other remedies DORAL may have.

7.3 **Guidance.** In addition, DORAL and its representatives may, in addition, from time to time, be available to render advice, discuss problems and offer general guidance and suggestions to MEMBER SCHOOL by telephone, e-mail, facsimile, newsletters and other methods (including as part of an operational audit) with respect to planning and operating the Charter School. DORAL's advice or guidance is generally based upon the experience of DORAL and its affiliates in operating charter schools and MEMBER SCHOOL shall hold DORAL and its representatives harmless from any liability that results in connection with any such advice and guidance.

8. ASSIGNMENT.

This Agreement may not be assigned or transferred, in whole or in part, by either party without the prior written consent of the other party.

9. WARRANTIES.

Each party represents and warrants to the other party that: (i) it is duly organized, validly existing, and its status is "active" under the laws of the state of its incorporation and has all power and authority to make this Agreement and to carry on its business as it is now being conducted and as it is presently proposed to be conducted; (ii) that the person(s) signing this Agreement on behalf of the party has the full power and authority to execute this Agreement; (iii) it has been represented by counsel in connection with the negotiation and execution of this Agreement and is satisfied with the representation; (iv) it is not in violation of any law, ordinance, or governmental rule or regulation to which it is subject and has not failed to obtain any license, permit, or other governmental authorization presently obtainable and necessary to the full performance of this Agreement; and (v) its execution of this Agreement and its performance of its obligations under this Agreement will not result in (A) the breach of any term or condition of, or constitute

a default under, any term or condition of any contract, agreement, arrangement, or other commitment to which it is a party or by which it is bound (including any agreement not to compete and its organizational documents), or constitute an event which, with notice, lapse of time or both, would result in such a breach or event of default nor (B) to its knowledge, result in the violation by it of any applicable statute, rule, regulation, ordinance, code, judgment, order, injunction or decree. NEITHER PARTY MAKES ANY OTHER EXPRESS OR IMPLIED WARRANTY TO THE OTHER PARTY EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MEMBER SCHOOL ACKNOWLEDGES THAT NO REPRESENTATIONS, PROMISES, INDUCEMENTS, GUARANTEES, WARRANTIES CONDITIONS, OR ESTIMATES OF ANY KIND REGARDING FINANCING, PROFITS, PERFORMANCE, COSTS OR EXPENSES OF CHARTER SCHOOLS GENERALLY OR OF ANY SPECIFIC CHARTER SCHOOL WERE MADE BY OR ON BEHALF OF DORAL, WHICH HAVE LED MEMBER SCHOOL TO ENTER INTO THIS AGREEMENT. MEMBER SCHOOL UNDERSTANDS THAT WHETHER THE CHARTER SCHOOL SUCCEEDS IS DEPENDENT ON MULTIPLE FACTORS BEYOND DORAL CONTROL OR INFLUENCE.

10. GOVERNING LAW AND VENUE.

This Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Florida without regard to conflicts of laws principles. Any legal action taken or to be taken by either party regarding this Agreement or the rights and liabilities of the parties hereunder shall be brought only before a federal or state court of competent jurisdiction located within Miami-Dade County, Florida.

11. SEVERABILITY AND ENFORCEABILITY.

The terms of this Agreement are severable, and in the event that any specific term herein is determined to be unenforceable the remainder of the Agreement shall remain in full force and effect.

12. INDEMNIFICATION AND INSURANCE.

12.1 DORAL Indemnity. DORAL shall indemnify and hold harmless MEMBER SCHOOL and its directors, officers, employees, and agents from and against any and all third party claims, suits, actions, costs, damages, and liabilities or causes of action, including reasonable attorney's fees, arising out of DORAL's breach of its obligations under this Agreement.

12.2 MEMBER SCHOOL Indemnity. In addition to any other obligations under this Agreement to indemnify and hold DORAL harmless, MEMBER SCHOOL agrees to indemnify and hold harmless DORAL and DISTRICT their respective members, directors, officers, employees, and agents, from and against any and all claims, suits, actions, costs, damages, and liabilities or causes of action, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence of MEMBER SCHOOL the Charter School or any of their officers, directors, employees, contractors, subcontractors, or other agents in connection with or arising out of the Educational Programs, the use of the Marks, and any conduct contemplated by this Agreement; (b) disciplinary action or the termination of any employee of MEMBER SCHOOL or the Charter School; (c) any debt of MEMBER SCHOOL or the Charter School; (d) breach of this Agreement or violation of any law by MEMBER SCHOOL; and (e) personal injury, property damage, or violations of civil rights caused by or arising from the actions of MEMBER SCHOOL, the Charter School or their respective directors, officers, employees, contractors or agents; provided, that, in no event

shall DORAL be entitled to any indemnification to the extent any such claim is the subject of an indemnifiable claim under Section 12.1 or was otherwise due to the negligence or willful misconduct of DORAL and DISTRICT their respective members, directors, officers, employees, and agents.

- 12.3 Procedures. Each party shall notify the other party of the existence of any third party claim, demand or other action that could give rise to a claim for indemnification under this Section (a “third-party claim”) and shall give the other party a reasonable opportunity to defend the same at its own expense and with its own counsel, and the other party shall at all times have the right to participate in such defense at its own expense. If, within a reasonable amount of time after receipt of notice of a third-party claim, the other party shall fail to undertake to defend, the party giving notice of the third party claim shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the third-party claim for the account and at the risk and expense of the other party, which the other party agrees to assume. The parties shall make available to each other, at their expense, such information and assistance as each shall request in connection with the defense of a third-party claim.
- 12.4 Survival. The indemnity obligations in this Section 12 and otherwise stated in this Agreement shall survive the expiration or termination of this Agreement.
- 12.5 Insurance. MEMBER SCHOOL shall, at its sole expense, procure, maintain and keep in force the amounts and types of insurance required by the charter for the Charter School, the accreditation requirements for the Charter School and DISTRICT, and as otherwise required by law, including but not limited to Commercial and General Liability Insurance, Automobile Liability Insurance, Workers Compensation and Employer’s Liability Insurance, School Leader’s Errors and Omissions Liability Insurance, Property Insurance, and other insurance reasonably required by DISTRICT (but no less than \$1 million per occurrence and \$5 million in total coverage). Each insurer must have a Best’s Rating of “A” or better and a Financial Size Category of “VI” or better, according to the latest edition of Best’s Key Rating Guide, published by A.M. Best Company, or the insurer must be approved in writing by DORAL. DORAL and DISTRICT must be listed as additional insureds for all policies and must be given thirty (30) days written notice prior to the termination of any policy. The insurance shall commence prior to the commencement of the development and opening of the Charter School or operations as a Doral Academy School, and shall be maintained in force, without interruption, until this Agreement is terminated, for a period of two (2) years thereafter.
- 12.6 Exclusion of Consequential and Other Indirect Damages. To the fullest extent permitted by applicable law, neither party shall be liable for any consequential, incidental, indirect, exemplary, and special or punitive damages whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages. THE LIMITATIONS ON LIABILITY SET FORTH IN THIS SECTION WILL NOT APPLY TO A MISUSE OR MISAPPROPRIATION OF THE OTHER PARTY’S INTELLECTUAL PROPERTY OR ANY WILLFUL MISCONDUCT, GROSS NEGLIGENCE OR CRIMINAL ACTS.

13. CONFIDENTIALITY.

MEMBER SCHOOL acknowledges that DORAL will disclose or otherwise make available certain Confidential Information during the Membership Term, in connection with training, provision of educational guides and materials, as a result of guidance furnished to MEMBER SCHOOL and for other reasons as result of the Charter School's membership in the DISTRICT. MEMBER SCHOOL shall not acquire any interest in any such Confidential Information, other than the right to utilize it in the operation of the Charter School. MEMBER SCHOOL acknowledges that the use or duplication of the Confidential Information for any other purpose, or the unauthorized disclosure of any such Confidential Information, would constitute an unfair method of competition and would cause irreparable harm to DORAL, its affiliates and the DISTRICT, and therefore MEMBER SCHOOL shall: (a) hold all such Confidential Information in strict confidence; (b) take all steps necessary or appropriate to protect the confidentiality of the Confidential Information and to assure compliance with this Agreement by its Permitted Representatives (as defined below); (c) use such Confidential Information for the sole purpose of operating the Charter School in accordance with the terms and conditions of this Agreement; (d) restrict disclosure of such Confidential Information to those of its officers, directors, employees, professional advisors, agents and representatives (each a "*Permitted Representative*") with a need to know such information in accordance with the terms and conditions of this Agreement, and in each advise each such person of MEMBER SCHOOL'S confidentiality obligations herein and ensure that each such person is equally bound by confidentiality obligations no less stringent than those provided herein; and (e) not modify, reverse engineer, decompile, create other works from, or disassemble any such Confidential Information.

If MEMBER SCHOOL or any of its Permitted Representatives is required to disclose Confidential Information pursuant to judicial order or other compulsion of law, MEMBER SCHOOL will provide to DORAL prompt notice of such order, cooperate with DORAL to maintain the confidentiality of the Confidential Information, and comply with any protective order imposed on disclosure of the Confidential Information.

In the event MEMBER SCHOOL discloses any confidential or proprietary type information of MEMBER SCHOOL to DORAL and which is identified as "CONFIDENTIAL", DORAL agrees to exercise at least the same degree of care to avoid the publication or dissemination of such confidential or proprietary type information as it affords to its own confidential information of a similar nature which it desires not to be published or disseminated, but in no case less than reasonable care. DORAL agrees not to use any such confidential or proprietary type information except in the furtherance of this Agreement or 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.

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.

The Doral Academy, Inc.

Doral Academy of North Carolina, Inc.

By: _____

By: _____

Print: _____

Print: _____

Its: _____

Its: _____

WITNESSED:

WITNESSED:

By: _____

By: _____

(Print): _____

(Print): _____

By: _____

By: _____

(Print): _____

(Print): _____

Appendix K
EMO/CMO Financial History

Appendix L
Insurance Quotes

Insurance Estimate for Charter School Applications

School Name: Doral Academy of Technology

Location: Wake County

Contact Name: James A. Griffin

Mailing Address: 4263 Dudley's Grant Drive, NE, Winterville, NC 28590

Email Address: jgriffin5842@gmail.com

Telephone: 301-775-0349

Grades: K-8 _____

Students: 600 (2018) – 1000 (2020)

Teachers: 30 _____

TAs: 4 _____

Admin: 3 _____

Gross Annual Payroll: \$2,058,000 (2018 - 2019)

Building Value: _____

Contents Value: _____

Vehicles (# and Type) _____

Send To:

Lydia Smith

Insurance People

lydia@inspeople.com

1-800-825-0442

INSURANCE PEOPLE

Below are the **estimated annual premiums** Doral Academy of Technology

Property Premium Estimate **\$450**

Contents	\$200,000
Deductible	\$1,000
Form	Special
Equipment Breakdown	Included

General Liability Premium Estimate **\$2,495**

Rating Basis:	Students	600
	Faculty	37

Limits:

Per Occurrence Limit	\$1,000,000
Annual Aggregate	\$3,000,000
Sexual Abuse & Molestation	\$1,000,000 per occurrence \$3,000,000 aggregate
Employee Benefits	\$1,000,000 per occurrence \$3,000,000 aggregate

School District & Educators Legal Liability (D&O/ E&O)

Premium Estimate **\$4,889**

	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Additional Defense	\$100,000/\$50,000/\$100,000

Named insured includes the insured Organization (School Entity), it's school board, School Committee, Board of Trustees, Board of Governors or similar governing body, elected or appointed members of the Board of Education, Board of Trustees, School Directors, School Committee, Board of Governors or similar governing board, Employees, Student Teachers, School Volunteers, and students while serving in a supervised internship program sponsored by the "educational institution".

Wrongful Act to include any actual or alleged act, error, omission, misstatement, misleading statement, neglect, or breach of duty by or on behalf of the Insured Organization, including educational malpractice or failure to educate, negligent instruction, failure to supervise, inadequate or negligent academic guidance of counseling, improper or inappropriate academic placement or discipline.

INSURANCE PEOPLE

Fidelity Bond Estimate		\$332
Limit	\$250,000	
Auto Premium Estimate		\$181
Hired & Non Owned Autos Only		
Limit of Liability	\$1,000,000	
Head of Class Endorsement		\$82
Workers Compensation Premium Estimate		\$12,116
Statutory State - NC		
Employers Liability	\$500/ \$500/ \$500	
Payroll Estimate	\$2,058,000	
Umbrella Premium Estimate		\$2,387
Limit of Liability	\$1,000,000	
TOTAL ESTIMATED PREMIUM		\$22,932
Student Accident Coverage		\$7.00/ student

These premiums are subject to change based on Underwriter review and approval of completed applications.

Disclaimer: The abbreviated outlines of coverages used throughout this proposal are not intended to express legal opinion as to the nature of coverage. They are only visuals to a basic understanding of coverages. The policy terms, conditions, and exclusions will prevail. Please read the policy forms for specific details of coverage

09/14/2016

Appendix M
Revenue Assurances and/or Working Capital Report

Appendix N
IRS Form 990

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

2014

Department of the Treasury
Internal Revenue Service

Do not enter social security numbers on this form as it may be made public.

Open to Public Inspection

Information about Form 990 and its instructions is at www.irs.gov/form990.

A For the 2014 calendar year, or tax year beginning **JUL 1, 2014** and ending **JUN 30, 2015**

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization THE DORAL ACADEMY, INC.		D Employer identification number 65-0944569
	Doing business as		E Telephone number 305-597-9950
	Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	G Gross receipts \$ 34,810,048.
	6340 SUNSET DRIVE		H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	City or town, state or province, country, and ZIP or foreign postal code MIAMI, FL 33143		H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. (see instructions)
F Name and address of principal officer: ANA MARTINEZ SAME AS C ABOVE			H(c) Group exemption number
I Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527			
J Website: HTTP://WWW.DORAL-ACADEMY-INC.ENSCHOOL.ORG			
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other			L Year of formation: 99 M State of legal domicile: FL

Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: THE MISSION OF DORAL ACADEMY CHARTER SCHOOL IS TO DELIVER A FIRST-CLASS ACADEMIC PROGRAM THAT		
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3 Number of voting members of the governing body (Part VI, line 1a)	3	5
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	5
	5 Total number of individuals employed in calendar year 2014 (Part V, line 2a)	5	541
	6 Total number of volunteers (estimate if necessary)	6	3441
	7 a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
	b Net unrelated business taxable income from Form 990-T, line 34	7b	0.
Revenue	8 Contributions and grants (Part VIII, line 1h)	Prior Year 31,164,923.	Current Year 32,389,560.
	9 Program service revenue (Part VIII, line 2g)	1,304,651.	1,381,865.
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	13.	18.
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	211,389.	-61,204.
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	32,680,976.	33,710,239.
Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.	22,192.
	14 Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	15,443,334.	16,399,314.
	16 a Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
	b Total fundraising expenses (Part IX, column (D), line 25)	0.	
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	13,049,081.	14,651,544.
	18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	28,492,415.	31,073,050.
19 Revenue less expenses. Subtract line 18 from line 12	4,188,561.	2,637,189.	
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	Beginning of Current Year 26,601,612.	End of Year 29,372,657.
	21 Total liabilities (Part X, line 26)	5,850,578.	5,984,434.
	22 Net assets or fund balances. Subtract line 21 from line 20	20,751,034.	23,388,223.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer:	Date: 05/06/16			
	ANA MARTINEZ, AUTHORIZED REP Type or print name and title				
Paid Preparer Use Only	Print/Type preparer's name LEONARDO D. GRAVIER	Preparer's signature:	Date: 5/5/16	Check if self-employed: <input type="checkbox"/>	PTIN: P00368983
	Firm's name: HLB GRAVIER, LLP	Firm's EIN: 20-4946415			
	Firm's address: 396 ALHAMBRA CIRCLE, SUITE 900 CORAL GABLES, FL 33134-5095	Phone no. 305-446-3022			

May the IRS discuss this return with the preparer shown above? (see instructions) Yes No

• If you are filing for an **Additional (Not Automatic) 3-Month Extension**, complete only **Part II** and check this box **X**

Note. Only complete Part II if you have already been granted an automatic 3-month extension on a previously filed Form 8868.

• If you are filing for an **Automatic 3-Month Extension**, complete only **Part I** (on page 1).

Part II Additional (Not Automatic) 3-Month Extension of Time. Only file the original (no copies needed).

	Enter filer's identifying number, see instructions	
Type or print	Name of exempt organization or other filer, see instructions.	Employer identification number (EIN) or
File by the due date for filing your return. See instructions.	THE DORAL ACADEMY, INC.	65-0944569
	Number, street, and room or suite no. If a P.O. box, see instructions.	Social security number (SSN)
	6340 SUNSET DRIVE	
	City, town or post office, state, and ZIP code. For a foreign address, see instructions.	
	MIAMI, FL 33143	

Enter the Return code for the return that this application is for (file a separate application for each return) 01

Application Is For	Return Code	Application Is For	Return Code
Form 990 or Form 990-EZ	01		
Form 990-BL	02	Form 1041-A	08
Form 4720 (individual)	03	Form 4720 (other than individual)	09
Form 990-PF	04	Form 5227	10
Form 990-T (sec. 401(a) or 408(a) trust)	05	Form 6069	11
Form 990-T (trust other than above)	06	Form 8870	12

STOP! Do not complete Part II if you were not already granted an automatic 3-month extension on a previously filed Form 8868.

ANA MARIA MARTINEZ

• The books are in the care of **6340 SUNSET DRIVE - MIAMI, FL 33143**
 Telephone No. **305-669-2906** Fax No.

• If the organization does not have an office or place of business in the United States, check this box

• If this is for a Group Return, enter the organization's four digit Group Exemption Number (GEN) _____ . If this is for the whole group, check this box . If it is for part of the group, check this box and attach a list with the names and EINs of all members the extension is for.

4 I request an additional 3-month extension of time until MAY 15, 2016.

5 For calendar year _____ , or other tax year beginning JUL 1, 2014 , and ending JUN 30, 2015 .

6 If the tax year entered in line 5 is for less than 12 months, check reason: Initial return Final return Change in accounting period

7 State in detail why you need the extension
ADDITIONAL TIME IS NEEDED IN ORDER TO GATHER ALL NECESSARY INFORMATION TO COMPLETE AN ACCURATE RETURN.

8a If this application is for Forms 990-BL, 990-PF, 990-T, 4720, or 6069, enter the tentative tax, less any nonrefundable credits. See instructions.	8a	\$
8b If this application is for Forms 990-PF, 990-T, 4720, or 6069, enter any refundable credits and estimated tax payments made. Include any prior year overpayment allowed as a credit and any amount paid previously with Form 8868.	8b	\$
8c Balance due. Subtract line 8b from line 8a. Include your payment with this form, if required, by using EFTPS (Electronic Federal Tax Payment System). See instructions.	8c	\$

Signature and Verification must be completed for Part II only.

Under penalties of perjury, I declare that I have examined this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete, and that I am authorized to prepare this form.

Signature Title CPA Date 2/5/16

**Application for Extension of Time To File an
Exempt Organization Return**

Form **8868**
(Rev. January 2014)

OMB No. 1545-1709

Department of the Treasury
Internal Revenue Service

► **File a separate application for each return.**
► **Information about Form 8868 and its instructions is at www.irs.gov/form8868.**

- If you are filing for an **Automatic 3-Month Extension**, complete only **Part I** and check this box **X**
- If you are filing for an **Additional (Not Automatic) 3-Month Extension**, complete only **Part II** (on page 2 of this form).

Do not complete Part II unless you have already been granted an automatic 3-month extension on a previously filed Form 8868.

Electronic filing (e-file). You can electronically file Form 8868 if you need a 3-month automatic extension of time to file (6 months for a corporation required to file Form 990-T), or an additional (not automatic) 3-month extension of time. You can electronically file Form 8868 to request an extension of time to file any of the forms listed in Part I or Part II with the exception of Form 8870, Information Return for Transfers Associated With Certain Personal Benefit Contracts, which must be sent to the IRS in paper format (see instructions). For more details on the electronic filing of this form, visit www.irs.gov/efile and click on **e-file for Charities & Nonprofits**.

Part I Automatic 3-Month Extension of Time. Only submit original (no copies needed).

A corporation required to file Form 990-T and requesting an automatic 6-month extension - check this box and complete

Part I only

All other corporations (including 1120-C filers), partnerships, REMICs, and trusts must use Form 7004 to request an extension of time to file income tax returns.

Type or print	Name of exempt organization or other filer, see instructions.	Enter filer's identifying number	
		Employer identification number (EIN) or	
	THE DORAL ACADEMY, INC.	65-0944569	
File by the due date for filing your return. See instructions.	Number, street, and room or suite no. If a P.O. box, see instructions. 6340 SUNSET DRIVE	Social security number (SSN)	
	City, town or post office, state, and ZIP code. For a foreign address, see instructions. MIAMI, FL 33143		

Enter the Return code for the return that this application is for (file a separate application for each return)

Application Is For	Return Code	Application Is For	Return Code
Form 990 or Form 990-EZ	01	Form 990-T (corporation)	07
Form 990-BL	02	Form 1041-A	08
Form 4720 (individual)	03	Form 4720 (other than individual)	09
Form 990-PF	04	Form 5227	10
Form 990-T (sec. 401(a) or 408(a) trust)	05	Form 6069	11
Form 990-T (trust other than above)	06	Form 8870	12

ANA MARIA MARTINEZ

• The books are in the care of ► **6340 SUNSET DRIVE - MIAMI, FL 33143**

Telephone No. ► **305-669-2906**

Fax No. ►

• If the organization does not have an office or place of business in the United States, check this box

• If this is for a Group Return, enter the organization's four digit Group Exemption Number (GEN) . If this is for the whole group, check this box . If it is for part of the group, check this box and attach a list with the names and EINs of all members the extension is for.

1 I request an automatic 3-month (6 months for a corporation required to file Form 990-T) extension of time until **FEBRUARY 15, 2016**, to file the exempt organization return for the organization named above. The extension is for the organization's return for:

► calendar year _____ or

► tax year beginning **07/01/2014**, and ending **06/30/2015**

2 If the tax year entered in line 1 is for less than 12 months, check reason: Initial return Final return **Change in accounting period**

3a If this application is for Forms 990-BL, 990-PF, 990-T, 4720, or 6069, enter the tentative tax, less any nonrefundable credits. See instructions.	3a	\$	0.
b If this application is for Forms 990-PF, 990-T, 4720, or 6069, enter any refundable credits and estimated tax payments made. Include any prior year overpayment allowed as a credit.	3b	\$	0.
c Balance due. Subtract line 3b from line 3a. Include your payment with this form, if required, by using EFTPS (Electronic Federal Tax Payment System). See instructions.	3c	\$	0.

Caution. If you are going to make an electronic funds withdrawal (direct debit) with this Form 8868, see Form 8453-EO and Form 8879-EO for payment instructions.

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III []

1 Briefly describe the organization's mission: ESTABLISHED AS A CHARTER SCHOOL OF THE DISTRICT SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA AND IS CONSIDERED A COMPONENT UNIT OF SUCH BOARD.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? [] Yes [X] No

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? [] Yes [X] No

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses.

4a (Code:) (Expenses \$ 27,294,013. including grants of \$ 22,192.) (Revenue \$ 1,384,111.) PROVIDES EDUCATION FOR CHILDREN FROM PRE-KINDERGARTEN THROUGH TWELFTH GRADE. FOR THE FISCAL YEAR ENDED JUNE 30, 2015, APPROXIMATELY 4,600 STUDENTS WERE ENROLLED.

4b (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4c (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4d Other program services (Describe in Schedule O.) (Expenses \$ including grants of \$) (Revenue \$)

4e Total program service expenses 27,294,013.

Part IV Checklist of Required Schedules

		Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A</i>	X	
2	Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> ?		X
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i>		X
4	Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i>		X
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? <i>If "Yes," complete Schedule C, Part III</i>		X
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I</i>		X
7	Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II</i>		X
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i>		X
9	Did the organization report an amount in Part X, line 21, for escrow or custodial account liability; serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV</i>		X
10	Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? <i>If "Yes," complete Schedule D, Part V</i>		X
11	If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI</i>	X	
b	Did the organization report an amount for investments - other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII</i>		X
c	Did the organization report an amount for investments - program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII</i>		X
d	Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX</i>		X
e	Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i>	X	
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X</i>		X
12a	Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i>	X	
b	Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i>	X	
13	Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i>	X	
14a	Did the organization maintain an office, employees, or agents outside of the United States?		X
b	Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV</i>		X
15	Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If "Yes," complete Schedule F, Parts II and IV</i>		X
16	Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If "Yes," complete Schedule F, Parts III and IV</i>		X
17	Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I</i>		X
18	Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II</i>	X	
19	Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i>		X
20a	Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i>		X
b	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		X
20b			

Part IV Checklist of Required Schedules (continued)

		Yes	No
21	Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? If "Yes," complete Schedule I, Parts I and II	X	
22	Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? If "Yes," complete Schedule I, Parts I and III		X
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? If "Yes," complete Schedule J	X	
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a		X
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
25a	Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? If "Yes," complete Schedule L, Part I		X
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I		X
26	Did the organization report any amount on Part X, line 5, 6, or 22 for receivables from or payables to any current or former officers, directors, trustees, key employees, highest compensated employees, or disqualified persons? If "Yes," complete Schedule L, Part II		X
27	Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity or family member of any of these persons? If "Yes," complete Schedule L, Part III		X
28	Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):		
a	A current or former officer, director, trustee, or key employee? If "Yes," complete Schedule L, Part IV		X
b	A family member of a current or former officer, director, trustee, or key employee? If "Yes," complete Schedule L, Part IV		X
c	An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? If "Yes," complete Schedule L, Part IV	X	
29	Did the organization receive more than \$25,000 in non-cash contributions? If "Yes," complete Schedule M		X
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? If "Yes," complete Schedule M		X
31	Did the organization liquidate, terminate, or dissolve and cease operations? If "Yes," complete Schedule N, Part I		X
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? If "Yes," complete Schedule N, Part II		X
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? If "Yes," complete Schedule R, Part I		X
34	Was the organization related to any tax-exempt or taxable entity? If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1	X	
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," complete Schedule R, Part V, line 2		
36	Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? If "Yes," complete Schedule R, Part V, line 2		X
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? If "Yes," complete Schedule R, Part VI		X
38	Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? Note. All Form 990 filers are required to complete Schedule O	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V

Main form table with columns for question numbers (1a-14b), Yes/No checkboxes, and numerical input fields. Includes questions about Form 1096, Form W-2G, Form W-3, and various tax compliance requirements.

Part VI Governance, Management, and Disclosure For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI

Section A. Governing Body and Management

	1a	1b	2	3	4	5	6	7a	7b	8a	8b	9	Yes	No
1a Enter the number of voting members of the governing body at the end of the tax year If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain in Schedule O.	5													
b Enter the number of voting members included in line 1a, above, who are independent		5												
2 Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?														X
3 Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, or trustees, or key employees to a management company or other person?										X				
4 Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?														X
5 Did the organization become aware during the year of a significant diversion of the organization's assets?														X
6 Did the organization have members or stockholders?														X
7a Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?														X
b Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?														X
8 Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:														
a The governing body?										X				
b Each committee with authority to act on behalf of the governing body?										X				
9 Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses in Schedule O														X

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

	10a	10b	11a	11b	12a	12b	12c	13	14	15a	15b	16a	16b	Yes	No
10a Did the organization have local chapters, branches, or affiliates?															X
b If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?															
11a Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?			X												
b Describe in Schedule O the process, if any, used by the organization to review this Form 990.															
12a Did the organization have a written conflict of interest policy? If "No," go to line 13					X										
b Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?					X										
c Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done							X								
13 Did the organization have a written whistleblower policy?							X								
14 Did the organization have a written document retention and destruction policy?							X								
15 Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?															
a The organization's CEO, Executive Director, or top management official										X					
b Other officers or key employees of the organization										X					
If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).															
16a Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?															X
b If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?															

Section C. Disclosure

- 17 List the states with which a copy of this Form 990 is required to be filed **FL**
- 18 Section 6104 requires an organization to make its Forms 1023 (or 1024 if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
 Own website Another's website Upon request Other (explain in Schedule O)
- 19 Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
- 20 State the name, address, and telephone number of the person who possesses the organization's books and records: **ANA MARIA MARTINEZ - 305-669-2906**
6340 SUNSET DRIVE, MIAMI, FL 33143

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former** directors or trustees that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) ANGELA RAMOS DIRECTOR, PRESIDENT, CHAIRMAN	3.00	X		X				0.	0.	0.
(2) KIM GUILARTE DIRECTOR	2.00	X						0.	0.	0.
(3) RENE ROVIROSA DIRECTOR, SECRETARY	2.00	X		X				0.	0.	0.
(4) MONIQUE RODRIGUEZ DIRECTOR	2.00	X						0.	0.	0.
(5) LUIS FUSTE DIRECTOR, VICE-CHAIR, TRESURER	2.00	X		X				0.	0.	0.
(6) ANDREINA FIGUEROA VICE-CHAIR	2.00	X						0.	0.	0.
(7) DR. ROBERT ABELLO DIRECTOR	2.00	X						0.	0.	0.
(8) LOURDES BALEPOGI DIRECTOR	2.00	X						0.	0.	0.
(9) WENDY GRANT DIRECTOR	2.00	X						0.	0.	0.
(10) MICHAEL HAGGARD DIRECTOR	2.00	X						0.	0.	0.
(11) CLAUDIA PUIG DIRECTOR	2.00	X						0.	0.	0.
(12) SOPHIA VIGNOLO DIRECTOR	2.00	X						0.	0.	0.
(13) JUAN GARCIA DIRECTOR	2.00	X						0.	0.	0.
(14) JENNY ESQUIJAROSA DIRECTOR	2.00	X						0.	0.	0.
(15) ANTONIO ROCA DIRECTOR	2.00	X						0.	0.	0.
(16) DOUGLAS RODRIGUEZ PRINCIPAL	40.00				X			172,923.	0.	0.
(17) ELEONORA CUESTA PRINCIPAL	40.00					X		123,354.	0.	0.

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII

		(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514	
Contributions, Gifts, Grants and Other Similar Amounts	1 a Federated campaigns	1a				
	b Membership dues	1b				
	c Fundraising events	1c				
	d Related organizations	1d				
	e Government grants (contributions)	1e	32,389,560.			
	f All other contributions, gifts, grants, and similar amounts not included above	1f				
	g Noncash contributions included in lines 1a-1f: \$					
	h Total. Add lines 1a-1f		32,389,560.			
	Program Service Revenue	2 a <u>INSTRUCTION</u>	Business Code 611710	887,044.	887,044.	
b <u>FOOD SERVICES</u>		611710	358,065.	358,065.		
c <u>COMMUNITY SERVICES</u>		611710	76,241.	76,241.		
d <u>USAGE FEE</u>		611710	32,200.	32,200.		
e <u>RENTAL INCOME</u>		531120	28,315.	28,315.		
f All other program service revenue						
g Total. Add lines 2a-2f			1,381,865.			
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)		18.	18.		
	4 Income from investment of tax-exempt bond proceeds					
	5 Royalties					
	6 a Gross rents	(i) Real				
		(ii) Personal				
		b Less: rental expenses				
		c Rental income or (loss)				
	d Net rental income or (loss)					
	7 a Gross amount from sales of assets other than inventory	(i) Securities				
		(ii) Other				
		b Less: cost or other basis and sales expenses				
		c Gain or (loss)				
	d Net gain or (loss)					
	8 a Gross income from fundraising events (not including \$ _____ of contributions reported on line 1c). See Part IV, line 18	a	1,036,377.			
b Less: direct expenses		b	1,099,809.			
c Net income or (loss) from fundraising events			-63,432.		-63,432.	
9 a Gross income from gaming activities. See Part IV, line 19	a					
	b Less: direct expenses	b				
	c Net income or (loss) from gaming activities					
10 a Gross sales of inventory, less returns and allowances	a					
	b Less: cost of goods sold	b				
	c Net income or (loss) from sales of inventory					
Miscellaneous Revenue		Business Code				
11 a <u>MISCELLANEOUS</u>	611710	2,228.	2,228.			
	b					
	c					
	d All other revenue					
e Total. Add lines 11a-11d		2,228.				
12 Total revenue. See instructions.		33,710,239.	1,384,111.	0.	-63,432.	

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21	22,192.	22,192.		
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees				
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	13,872,797.	11,591,926.	2,280,871.	
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)	106,038.	87,925.	18,113.	
9 Other employee benefits	2,420,479.	2,011,687.	408,792.	
10 Payroll taxes				
11 Fees for services (non-employees):				
a Management	2,072,475.	1,381,650.	690,825.	
b Legal	77,523.		77,523.	
c Accounting	101,600.	8,500.	93,100.	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Sch O.)	906,732.	894,187.	12,545.	
12 Advertising and promotion				
13 Office expenses				
14 Information technology				
15 Royalties				
16 Occupancy	4,826,217.	4,826,217.		
17 Travel	106,579.	106,579.		
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest	310,975.	310,975.		
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	1,645,003.	1,645,003.		
23 Insurance	365,160.	365,160.		
24 Other expenses. Itemize expenses not covered above. (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a PRE-K EXPENSES	807,116.	807,116.		
b REPAIR & MAINTENANCE	667,426.	667,426.		
c FOOD SERVICES	657,656.	657,656.		
d PUBLIC UTILITY SERVICE	554,507.	554,507.		
e All other expenses	1,552,575.	1,355,307.	197,268.	
25 Total functional expenses. Add lines 1 through 24e	31,073,050.	27,294,013.	3,779,037.	0.
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation.				

Check here if following SOP 98-2 (ASC 958-720)

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year		(B) End of year		
Assets	1	Cash - non-interest-bearing		9,344,455.	12,093,265.	
	2	Savings and temporary cash investments				
	3	Pledges and grants receivable, net		215,024.	172,049.	
	4	Accounts receivable, net				
	5	Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L				
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instr). Complete Part II of Sch L				
	7	Notes and loans receivable, net				
	8	Inventories for sale or use				
	9	Prepaid expenses and deferred charges		970,960.	686,413.	
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a	27,890,659.		
	b	Less: accumulated depreciation	10b	11,574,671.	15,966,231.	16,315,988.
	11	Investments - publicly traded securities				
	12	Investments - other securities. See Part IV, line 11				
	13	Investments - program-related. See Part IV, line 11				
	14	Intangible assets				
	15	Other assets. See Part IV, line 11		104,942.	104,942.	
16	Total assets. Add lines 1 through 15 (must equal line 34)		26,601,612.	29,372,657.		
Liabilities	17	Accounts payable and accrued expenses		1,186,275.	1,349,917.	
	18	Grants payable				
	19	Deferred revenue				
	20	Tax-exempt bond liabilities				
	21	Escrow or custodial account liability. Complete Part IV of Schedule D				
	22	Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L				
	23	Secured mortgages and notes payable to unrelated third parties				
	24	Unsecured notes and loans payable to unrelated third parties		4,524,811.	4,239,841.	
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		139,492.	394,676.	
	26	Total liabilities. Add lines 17 through 25		5,850,578.	5,984,434.	
Net Assets or Fund Balances	Organizations that follow SFAS 117 (ASC 958), check here <input checked="" type="checkbox"/> and complete lines 27 through 29, and lines 33 and 34.					
	27	Unrestricted net assets		20,751,034.	23,388,223.	
	28	Temporarily restricted net assets				
	29	Permanently restricted net assets				
	Organizations that do not follow SFAS 117 (ASC 958), check here <input type="checkbox"/> and complete lines 30 through 34.					
	30	Capital stock or trust principal, or current funds				
	31	Paid-in or capital surplus, or land, building, or equipment fund				
	32	Retained earnings, endowment, accumulated income, or other funds				
33	Total net assets or fund balances		20,751,034.	23,388,223.		
34	Total liabilities and net assets/fund balances		26,601,612.	29,372,657.		

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	33,710,239.
2	Total expenses (must equal Part IX, column (A), line 25)	2	31,073,050.
3	Revenue less expenses. Subtract line 2 from line 1	3	2,637,189.
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	20,751,034.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain in Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	23,388,223.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII

		Yes	No
1	Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.		
2a	Were the organization's financial statements compiled or reviewed by an independent accountant? _____ If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	2a	X
b	Were the organization's financial statements audited by an independent accountant? _____ If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input checked="" type="checkbox"/> Both consolidated and separate basis	2b	X
c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? _____ If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.	2c	X
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133? _____	3a	X
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits _____	3b	

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ►	(a) 2010	(b) 2011	(c) 2012	(d) 2013	(e) 2014	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge ...						
4 Total. Add lines 1 through 3						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 Public support. Subtract line 5 from line 4.						

Section B. Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2010	(b) 2011	(c) 2012	(d) 2013	(e) 2014	(f) Total
7 Amounts from line 4						
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources ...						
9 Net income from unrelated business activities, whether or not the business is regularly carried on ...						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 Total support. Add lines 7 through 10						
12 Gross receipts from related activities, etc. (see instructions)					12	

13 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here

Section C. Computation of Public Support Percentage

14 Public support percentage for 2014 (line 6, column (f) divided by line 11, column (f))	14	%
15 Public support percentage from 2013 Schedule A, Part II, line 14	15	%
16a 33 1/3% support test - 2014. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization	<input type="checkbox"/>	
b 33 1/3% support test - 2013. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization	<input type="checkbox"/>	
17a 10% -facts-and-circumstances test - 2014. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization	<input type="checkbox"/>	
b 10% -facts-and-circumstances test - 2013. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization	<input type="checkbox"/>	
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions	<input type="checkbox"/>	

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 9 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2010	(b) 2011	(c) 2012	(d) 2013	(e) 2014	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2010	(b) 2011	(c) 2012	(d) 2013	(e) 2014	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)						

14 **First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here

Section C. Computation of Public Support Percentage

15 Public support percentage for 2014 (line 8, column (f) divided by line 13, column (f))	15	%
16 Public support percentage from 2013 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2014 (line 10c, column (f) divided by line 13, column (f))	17	%
18 Investment income percentage from 2013 Schedule A, Part III, line 17	18	%

19a **33 1/3% support tests - 2014.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization

b **33 1/3% support tests - 2013.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization

20 **Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions

Part IV Supporting Organizations

(Complete only if you checked a box on line 11 of Part I. If you checked 11a of Part I, complete Sections A and B. If you checked 11b of Part I, complete Sections A and C. If you checked 11c of Part I, complete Sections A, D, and E. If you checked 11d of Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? If "No" describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? If "Yes," answer (b) and (c) below.		
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? If "Yes," describe in Part VI when and how the organization made the determination.		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? If "Yes," explain in Part VI what controls the organization put in place to ensure such use.		
4a Was any supported organization not organized in the United States ("foreign supported organization")? If "Yes" and if you checked 11a or 11b in Part I, answer (b) and (c) below.		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.		
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in Part VI , including (i) the names and EIN numbers of the supported organizations added, substituted, or removed, (ii) the reasons for each such action, (iii) the authority under the organization's organizing document authorizing such action, and (iv) how the action was accomplished (such as by amendment to the organizing document).		
b Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (a) its supported organizations; (b) individuals that are part of the charitable class benefited by one or more of its supported organizations; or (c) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? If "Yes," provide detail in Part VI .		
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (defined in IRC 4958(c)(3)(C)), a family member of a substantial contributor, or a 35-percent controlled entity with regard to a substantial contributor? If "Yes," complete Part I of Schedule L (Form 990).		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? If "Yes," complete Part I of Schedule L (Form 990).		
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? If "Yes," provide detail in Part VI .		
b Did one or more disqualified persons (as defined in line 9(a)) hold a controlling interest in any entity in which the supporting organization had an interest? If "Yes," provide detail in Part VI .		
c Did a disqualified person (as defined in line 9(a)) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? If "Yes," provide detail in Part VI .		
10a Was the organization subject to the excess business holdings rules of IRC 4943 because of IRC 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? If "Yes," answer (b) below.		
b Did the organization have any excess business holdings in the tax year? (Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)		

Part IV Supporting Organizations (continued)

	Yes	No
11 Has the organization accepted a gift or contribution from any of the following persons?		
a A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?		
b A family member of a person described in (a) above?		
c A 35% controlled entity of a person described in (a) or (b) above? If "Yes" to a, b, or c, provide detail in Part VI.		

Section B. Type I Supporting Organizations

	Yes	No
1 Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.		
2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.		

Section C. Type II Supporting Organizations

	Yes	No
1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).		

Section D. Type III Supporting Organizations

	Yes	No
1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (1) a written notice describing the type and amount of support provided during the prior tax year, (2) a copy of the Form 990 that was most recently filed as of the date of notification, and (3) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).		
3 By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.		

Section E. Type III Functionally-Integrated Supporting Organizations

1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions):		
a <input type="checkbox"/> The organization satisfied the Activities Test. Complete line 2 below.		
b <input type="checkbox"/> The organization is the parent of each of its supported organizations. Complete line 3 below.		
c <input type="checkbox"/> The organization supported a governmental entity. Describe in Part VI how you supported a government entity (see instructions).		
2 Activities Test. Answer (a) and (b) below.	Yes	No
a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.		
b Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.		
3 Parent of Supported Organizations. Answer (a) and (b) below.		
a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? Provide details in Part VI.		
b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in Part VI the role played by the organization in this regard.		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

- 1 Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970. See instructions. All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6 and 7 from line 4)	8	
Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (explain in detail in Part VI):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d	3	
4	Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by .035	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	
Section C - Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, Column A)	1	
2	Enter 85% of line 1	2	
3	Minimum asset amount for prior year (from Section B, line 8, Column A)	3	
4	Enter greater of line 2 or line 3	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions)	6	
7	<input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally-integrated Type III supporting organization (see instructions).		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D - Distributions

	Current Year
1 Amounts paid to supported organizations to accomplish exempt purposes	
2 Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3 Administrative expenses paid to accomplish exempt purposes of supported organizations	
4 Amounts paid to acquire exempt-use assets	
5 Qualified set-aside amounts (prior IRS approval required)	
6 Other distributions (describe in Part VI). See instructions.	
7 Total annual distributions. Add lines 1 through 6.	
8 Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	
9 Distributable amount for 2014 from Section C, line 6	
10 Line 8 amount divided by Line 9 amount	

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2014	(iii) Distributable Amount for 2014
1 Distributable amount for 2014 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2014 (reasonable cause required-see instructions)			
3 Excess distributions carryover, if any, to 2014:			
a			
b			
c			
d			
e From 2013			
f Total of lines 3a through e			
g Applied to underdistributions of prior years			
h Applied to 2014 distributable amount			
i Carryover from 2009 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from 3f.			
4 Distributions for 2014 from Section D, line 7:	\$		
a Applied to underdistributions of prior years			
b Applied to 2014 distributable amount			
c Remainder. Subtract lines 4a and 4b from 4.			
5 Remaining underdistributions for years prior to 2014, if any. Subtract lines 3g and 4a from line 2 (if amount greater than zero, see instructions).			
6 Remaining underdistributions for 2014. Subtract lines 3h and 4b from line 1 (if amount greater than zero, see instructions).			
7 Excess distributions carryover to 2015. Add lines 3j and 4c.			
8 Breakdown of line 7:			
a			
b			
c			
d Excess from 2013			
e Excess from 2014			

SCHEDULE D
(Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

▶ Complete if the organization answered "Yes" to Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
▶ Attach to Form 990.

OMB No. 1545-0047

2014

Open to Public Inspection

▶ Information about Schedule D (Form 990) and its instructions is at www.irs.gov/form990.

Name of the organization **THE DORAL ACADEMY, INC.** Employer identification number **65-0944569**

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts. Complete if the organization answered "Yes" to Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year		
2 Aggregate value of contributions to (during year)		
3 Aggregate value of grants from (during year)		
4 Aggregate value at end of year		
5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit?	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Part II Conservation Easements. Complete if the organization answered "Yes" to Form 990, Part IV, line 7.

- Purpose(s) of conservation easements held by the organization (check all that apply).

<input type="checkbox"/> Preservation of land for public use (e.g., recreation or education)	<input type="checkbox"/> Preservation of a historically important land area
<input type="checkbox"/> Protection of natural habitat	<input type="checkbox"/> Preservation of a certified historic structure
<input type="checkbox"/> Preservation of open space	
- Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

	Held at the End of the Tax Year
a Total number of conservation easements	2a
b Total acreage restricted by conservation easements	2b
c Number of conservation easements on a certified historic structure included in (a)	2c
d Number of conservation easements included in (c) acquired after 8/17/06, and not on a historic structure listed in the National Register	2d
- Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶ _____
- Number of states where property subject to conservation easement is located ▶ _____
- Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds?
- Staff and volunteer hours devoted to monitoring, inspecting, and enforcing conservation easements during the year ▶ _____
- Amount of expenses incurred in monitoring, inspecting, and enforcing conservation easements during the year ▶ \$ _____
- Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)?
- In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement, and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" to Form 990, Part IV, line 8.

- If the organization elected, as permitted under SFAS 116 (ASC 958), not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide, in Part XIII, the text of the footnote to its financial statements that describes these items.
- If the organization elected, as permitted under SFAS 116 (ASC 958), to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included in Form 990, Part VIII, line 1	▶ \$ _____
(ii) Assets included in Form 990, Part X	▶ \$ _____
- If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under SFAS 116 (ASC 958) relating to these items:

a Revenue included in Form 990, Part VIII, line 1	▶ \$ _____
b Assets included in Form 990, Part X	▶ \$ _____

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets *(continued)*

- 3 Using the organization's acquisition, accession, and other records, check any of the following that are a significant use of its collection items (check all that apply):
- a Public exhibition
 - b Scholarly research
 - c Preservation for future generations
 - d Loan or exchange programs
 - e Other _____
- 4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.
- 5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? Yes No

Part IV Escrow and Custodial Arrangements. Complete if the organization answered "Yes" to Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

- 1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? Yes No
- b If "Yes," explain the arrangement in Part XIII and complete the following table:
- | | Amount |
|---------------------------------|--------|
| c Beginning balance | 1c |
| d Additions during the year | 1d |
| e Distributions during the year | 1e |
| f Ending balance | 1f |
- 2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? Yes No
- b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided in Part XIII

Part V Endowment Funds. Complete if the organization answered "Yes" to Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

- 2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:
- a Board designated or quasi-endowment %
 - b Permanent endowment %
 - c Temporarily restricted endowment %
- The percentages in lines 2a, 2b, and 2c should equal 100%.
- 3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:
- | | Yes | No |
|---|--------|----|
| (i) unrelated organizations | 3a(i) | |
| (ii) related organizations | 3a(ii) | |
| b If "Yes" to 3a(ii), are the related organizations listed as required on Schedule R? | 3b | |
- 4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered "Yes" to Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land		1,579,768.		1,579,768.
b Buildings		16,277,848.	7,212,025.	9,065,823.
c Leasehold improvements				
d Equipment		10,033,018.	4,362,646.	5,670,372.
e Other		25.		25.
Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)				16,315,988.

Part VII Investments - Other Securities.

Complete if the organization answered "Yes" to Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely-held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 12.) ▶		

Part VIII Investments - Program Related.

Complete if the organization answered "Yes" to Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 13.) ▶		

Part IX Other Assets.

Complete if the organization answered "Yes" to Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 15.) ▶	

Part X Other Liabilities.

Complete if the organization answered "Yes" to Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) DUE TO STUDENTS AND CLUBS	394,676.
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 25.) ▶	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48 (ASC 740). Check here if the text of the footnote has been provided in Part XIII

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.

Complete if the organization answered "Yes" to Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements		1	33,721,915.
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:			
a	Net unrealized gains (losses) on investments	2a		
b	Donated services and use of facilities	2b		
c	Recoveries of prior year grants	2c		
d	Other (Describe in Part XIII.)	2d	11,676.	
e	Add lines 2a through 2d		2e	11,676.
3	Subtract line 2e from line 1		3	33,710,239.
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:			
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a		
b	Other (Describe in Part XIII.)	4b		
c	Add lines 4a and 4b		4c	0.
5	Total revenue. Add lines 3 and 4c. (This must equal Form 990, Part I, line 12.)		5	33,710,239.

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.

Complete if the organization answered "Yes" to Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements		1	31,084,726.
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:			
a	Donated services and use of facilities	2a		
b	Prior year adjustments	2b		
c	Other losses	2c		
d	Other (Describe in Part XIII.)	2d	11,676.	
e	Add lines 2a through 2d		2e	11,676.
3	Subtract line 2e from line 1		3	31,073,050.
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:			
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a		
b	Other (Describe in Part XIII.)	4b		
c	Add lines 4a and 4b		4c	0.
5	Total expenses. Add lines 3 and 4c. (This must equal Form 990, Part I, line 18.)		5	31,073,050.

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

PART XI, LINE 2D - OTHER ADJUSTMENTS:

FUNDRAISING REVENUE

THE DIFFERENCE BETWEEN REVENUE AND EXPENSES PER AUDIT AND PER TAX IS DUE TO THE WAY FUNDRAISING EXPENSES ARE REFLECTED ON THE AUDITED FINANCIAL STATEMENTS. FOR AUDIT PURPOSES REVENUE AND EXPENSES ARE REFLECTED SEPARATELY, HOWEVER PER TAX EXPENSES ARE NETTED AGAINST REVENUES. IN ADDITION IN KIND REVENUE OF \$22,192 WAS NETTED ON AUDITED FINANCIAL STATEMENTS BUT SEPARATELY STATED FOR TAX PURPOSES.

PART XII, LINE 2D - OTHER ADJUSTMENTS:

MISCELLANEOUS EXPENSE

Part XIII Supplemental Information (continued)

THE DIFFERENCE BETWEEN REVENUE AND EXPENSES PER AUDIT AND PER TAX IS DUE TO THE WAY FUNDRAISING EXPENSES ARE REFLECTED ON THE AUDITED FINANCIALS STATEMENTS. FOR AUDIT PURPOSES REVENUE AND EXPNESES ARE REFLECTED SEPARATELY, HOWEVER PER TAX EXPENSES ARE NETTED AGAINST REVENUES. IN ADDITION IN KIND REVENUE OF \$22,192 WAS NETTED ON AUDITED FINANCIAL STATEMENTS BUT SEPARATELY STATED FOR TAX PURPOSES.

SCHEDULE E
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Schools

▶ Complete if the organization answered "Yes" to Form 990, Part IV, line 13,
or Form 990-EZ, Part VI, line 48.

▶ Attach to Form 990 or Form 990-EZ.

OMB No. 1545-0047

2014

Open to Public
Inspection

▶ Information about Schedule E (Form 990 or 990-EZ) and its instructions is at www.irs.gov/form990.

Name of the organization

THE DORAL ACADEMY, INC.

Employer identification number

65-0944569

Part I

	YES	NO
1 Does the organization have a racially nondiscriminatory policy toward students by statement in its charter, bylaws, other governing instrument, or in a resolution of its governing body?	X	
2 Does the organization include a statement of its racially nondiscriminatory policy toward students in all its brochures, catalogues, and other written communications with the public dealing with student admissions, programs, and scholarships?	X	
3 Has the organization publicized its racially nondiscriminatory policy through newspaper or broadcast media during the period of solicitation for students, or during the registration period if it has no solicitation program, in a way that makes the policy known to all parts of the general community it serves? If "Yes," please describe. If "No," please explain. If you need more space, use Part II	X	
SEE PART II		
.....		
.....		
.....		
4 Does the organization maintain the following?		
a Records indicating the racial composition of the student body, faculty, and administrative staff?	X	
b Records documenting that scholarships and other financial assistance are awarded on a racially nondiscriminatory basis?		X
c Copies of all catalogues, brochures, announcements, and other written communications to the public dealing with student admissions, programs, and scholarships?	X	
d Copies of all material used by the organization or on its behalf to solicit contributions?	X	
If you answered "No" to any of the above, please explain. If you need more space, use Part II.		
THE SCHOOL DOES NOT OFFER SCHOLARSHIPS AND/OR FINANCIAL ASSISTANCE TO ANY STUDENT.		
.....		
.....		
5 Does the organization discriminate by race in any way with respect to:		
a Students' rights or privileges?		X
b Admissions policies?		X
c Employment of faculty or administrative staff?		X
d Scholarships or other financial assistance?		X
e Educational policies?		X
f Use of facilities?		X
g Athletic programs?		X
h Other extracurricular activities?		X
If you answered "Yes" to any of the above, please explain. If you need more space, use Part II.		
.....		
.....		
.....		
6a Does the organization receive any financial aid or assistance from a governmental agency?	X	
b Has the organization's right to such aid ever been revoked or suspended?		X
If you answered "Yes" to either line 6a or line 6b, explain on Part II.		
.....		
7 Does the organization certify that it has complied with the applicable requirements of sections 4.01 through 4.05 of Rev. Proc. 75-50, 1975-2 C.B. 587, covering racial nondiscrimination? If "No," explain on Part II	X	

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990 or Form 990-EZ.

Schedule E (Form 990 or 990-EZ) (2014)

Part II **Supplemental Information.** Provide the explanations required by Part I, lines 3, 4d, 5h, 6b, and 7, as applicable.

Also provide any other additional information.

LINE 3 - EXPLANATION OF NONDISCRIMINATION POLICY:

WE INCLUDE A NON-DISCRIMANTORY STATEMENT IN THE REGISTRATION
PACKETS, SCHOOL WEBSITES, EMPLOYEE HANDBOOKS, AND OTHER
DISTRIBUTED MATERIALS. FURTHER, THE CHARTER SCHOOL CONTRACT
WITH THE LOCAL SCHOOL DISTRICT INCLUDES THIS TYPE OF
STATEMENT ADDITIONALLY, FOR THE LUNCH PROGRAM WE SEND OUT A
PUBLIC NOTICE EACH YEAR, WHICH IS SENT TO THE LOCAL NEWSPAPER AND
TELEVISION STATIONS.

Part II Fundraising Events. Complete if the organization answered "Yes" to Form 990, Part IV, line 18, or reported more than \$15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than \$5,000.

		(a) Event #1	(b) Event #2	(c) Other events	(d) Total events (add col. (a) through col. (c))
		MISCELLANEOUS SCHOOL FUN (event type)	(event type)	NONE (total number)	
Revenue	1	Gross receipts	1,036,377.		1,036,377.
	2	Less: Contributions			
	3	Gross income (line 1 minus line 2)	1,036,377.		1,036,377.
Direct Expenses	4	Cash prizes			
	5	Noncash prizes			
	6	Rent/facility costs			
	7	Food and beverages			
	8	Entertainment			
	9	Other direct expenses	1,099,809.		1,099,809.
	10	Direct expense summary. Add lines 4 through 9 in column (d)			1,099,809.
	11	Net income summary. Subtract line 10 from line 3, column (d)			-63,432.

Part III Gaming. Complete if the organization answered "Yes" to Form 990, Part IV, line 19, or reported more than \$15,000 on Form 990-EZ, line 6a.

		(a) Bingo	(b) Pull tabs/instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming (add col. (a) through col. (c))
Revenue	1	Gross revenue			
	2	Cash prizes			
Direct Expenses	3	Noncash prizes			
	4	Rent/facility costs			
	5	Other direct expenses			
	6	Volunteer labor	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No
	7	Direct expense summary. Add lines 2 through 5 in column (d)			
	8	Net gaming income summary. Subtract line 7 from line 1, column (d)			

- 9 Enter the state(s) in which the organization conducts gaming activities: _____
- a Is the organization licensed to conduct gaming activities in each of these states? Yes No
- b If "No," explain: _____
- 10a Were any of the organization's gaming licenses revoked, suspended or terminated during the tax year? Yes No
- b If "Yes," explain: _____

**SCHEDULE I
(Form 990)**

Department of the Treasury
Internal Revenue Service

**Grants and Other Assistance to Organizations,
Governments, and Individuals in the United States**
Complete if the organization answered "Yes" to Form 990, Part IV, line 21 or 22.
▶ Attach to Form 990.

OMB No. 1545-0047

2014

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Inspection

▶ Information about Schedule I (Form 990) and its instructions is at www.irs.gov/form990.

Name of the organization

Employer identification number
65-0944569

Part I General Information on Grants and Assistance
THE DORAL ACADEMY, INC.

1 Does the organization maintain records to substantiate the amount of the grants or assistance, the grantees' eligibility for the grants or assistance, and the selection criteria used to award the grants or assistance?
.....

Yes No

2 Describe in Part IV the organization's procedures for monitoring the use of grant funds in the United States.
.....

Part II Grants and Other Assistance to Domestic Organizations and Domestic Governments. Complete if the organization answered "Yes" to Form 990, Part IV, line 21, for any recipient that received more than \$5,000. Part II can be duplicated if additional space is needed.

1 (a) Name and address of organization or government	(b) EIN	(c) IRC section if applicable	(d) Amount of cash grant	(e) Amount of non-cash assistance	(f) Method of valuation (book, FMV, appraisal, other)	(g) Description of non-cash assistance	(h) Purpose of grant or assistance
DORAL COLLEGE, INC 6340 SUNSET DRIVE MIAMI, FL 33143	65-1115240	501 (C)(3)	0.	22,192.FMV		IN KIND RENT	GENERAL SUPPORT

2 Enter total number of section 501(c)(3) and government organizations listed in the line 1 table **1.**

3 Enter total number of other organizations listed in the line 1 table **1.**

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule I (Form 990) (2014)

**SCHEDULE J
(Form 990)**

Compensation Information

OMB No. 1545-0047

For certain Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

2014

▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 23.

▶ Attach to Form 990.

Open to Public Inspection

▶ Information about Schedule J (Form 990) and its instructions is at www.irs.gov/form990.

Department of the Treasury
Internal Revenue Service

Name of the organization

THE DORAL ACADEMY, INC.

Employer identification number

65-0944569

Part I Questions Regarding Compensation

		Yes	No
<p>1a Check the appropriate box(es) if the organization provided any of the following to or for a person listed in Form 990, Part VII, Section A, line 1a. Complete Part III to provide any relevant information regarding these items.</p> <p> <input type="checkbox"/> First-class or charter travel <input type="checkbox"/> Travel for companions <input type="checkbox"/> Tax indemnification and gross-up payments <input type="checkbox"/> Discretionary spending account </p>			
<p> <input type="checkbox"/> Housing allowance or residence for personal use <input type="checkbox"/> Payments for business use of personal residence <input type="checkbox"/> Health or social club dues or initiation fees <input type="checkbox"/> Personal services (e.g., maid, chauffeur, chef) </p>			
<p>b If any of the boxes on line 1a are checked, did the organization follow a written policy regarding payment or reimbursement or provision of all of the expenses described above? If "No," complete Part III to explain</p>		1b	
<p>2 Did the organization require substantiation prior to reimbursing or allowing expenses incurred by all directors, trustees, and officers, including the CEO/Executive Director, regarding the items checked in line 1a?</p>		2	
<p>3 Indicate which, if any, of the following the filing organization used to establish the compensation of the organization's CEO/Executive Director. Check all that apply. Do not check any boxes for methods used by a related organization to establish compensation of the CEO/Executive Director, but explain in Part III.</p> <p> <input type="checkbox"/> Compensation committee <input type="checkbox"/> Independent compensation consultant <input type="checkbox"/> Form 990 of other organizations </p>			
<p> <input type="checkbox"/> Written employment contract <input type="checkbox"/> Compensation survey or study <input type="checkbox"/> Approval by the board or compensation committee </p>			
<p>4 During the year, did any person listed in Form 990, Part VII, Section A, line 1a, with respect to the filing organization or a related organization:</p>			
<p>a Receive a severance payment or change-of-control payment?</p>		4a	X
<p>b Participate in, or receive payment from, a supplemental nonqualified retirement plan?</p>		4b	X
<p>c Participate in, or receive payment from, an equity-based compensation arrangement?</p>		4c	X
<p>If "Yes" to any of lines 4a-c, list the persons and provide the applicable amounts for each item in Part III.</p>			
<p>Only section 501(c)(3), 501(c)(4), and 501(c)(29) organizations must complete lines 5-9.</p>			
<p>5 For persons listed in Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the revenues of:</p>			
<p>a The organization?</p>		5a	X
<p>b Any related organization?</p>		5b	X
<p>If "Yes" to line 5a or 5b, describe in Part III.</p>			
<p>6 For persons listed in Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the net earnings of:</p>			
<p>a The organization?</p>		6a	X
<p>b Any related organization?</p>		6b	X
<p>If "Yes" to line 6a or 6b, describe in Part III.</p>			
<p>7 For persons listed in Form 990, Part VII, Section A, line 1a, did the organization provide any non-fixed payments not described in lines 5 and 6? If "Yes," describe in Part III</p>		7	X
<p>8 Were any amounts reported in Form 990, Part VII, paid or accrued pursuant to a contract that was subject to the initial contract exception described in Regulations section 53.4958-4(a)(3)? If "Yes," describe in Part III</p>		8	X
<p>9 If "Yes" to line 8, did the organization also follow the rebuttable presumption procedure described in Regulations section 53.4958-6(c)?</p>		9	

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule J (Form 990) 2014

Part IV Business Transactions Involving Interested Persons.

Complete if the organization answered "Yes" on Form 990, Part IV, line 28a, 28b, or 28c.

(a) Name of interested person	(b) Relationship between interested person and the organization	(c) Amount of transaction	(d) Description of transaction	(e) Sharing of organization's revenues?	
				Yes	No
LUIS FUSTE	BOARD MEMBER OF TAX	250,000.	TAXPAYER PA		X
LUIS FUSTE	BOARD MEMBER OF TAX	22,192.	TAXPAYER GR		X

Part V Supplemental Information

Provide additional information for responses to questions on Schedule L (see instructions).

SCH L, PART IV, BUSINESS TRANSACTIONS INVOLVING INTERESTED PERSONS:

(A) NAME OF PERSON: LUIS FUSTE

(B) RELATIONSHIP BETWEEN INTERESTED PERSON AND ORGANIZATION:

BOARD MEMBER OF TAXPAYER AND DORAL COLLEGE INC

(D) DESCRIPTION OF TRANSACTION: TAXPAYER PAID DORAL COLLEGE INC

\$250,000.00 FOR EDUCATIONAL SERVICES

(A) NAME OF PERSON: LUIS FUSTE

(B) RELATIONSHIP BETWEEN INTERESTED PERSON AND ORGANIZATION:

BOARD MEMBER OF TAXPAYER AND DORAL COLLEGE INC

(D) DESCRIPTION OF TRANSACTION: TAXPAYER GRANTED FACILITY RENTALS TO

DORAL COLLEGE INC AT NO COST

SCHEDULE O
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

▶ Information about Schedule O (Form 990 or 990-EZ) and its instructions is at www.irs.gov/form990.

OMB No. 1545-0047

2014

Open to Public
Inspection

Name of the organization

THE DORAL ACADEMY, INC.

Employer identification number
65-0944569

FORM 990, PART I, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:

STUDENTS TO BECOME PRODUCTIVE CITIZENS WHO ARE PREPARED TO ADDRESS THE
CHALLENGES OF THE TWENTY FIRST CENTURY. WHETHER THEY GO ON TO COLLEGE,
TECHNICAL TRAINING, OR EMPLOYMENT, DORAL'S GRADUATES WILL LEAVE SCHOOL
WITH A SENSE OF PURPOSE, A BELIEF IN THEIR OWN EFFICIENCY, A COMMITMENT
TO THE COMMON GOOD, AND A ZEST FOR LEARNING.

FORM 990, PART VI, SECTION A, LINE 3:

ACADEMICA DADE, LLC, A PROFESSIONAL EDUCATIONAL SERVICE PROVIDER COMPANY,
PROVIDES MANAGEMENT AND ADMINISTRATIVE SERVICES TO THE SCHOOLS INCLUDING,
BUT NOT LIMITED TO, FACILITY DESIGN, STAFFING RECOMMENDATIONS, HUMAN
RESOURCE COORDINATION, REGULATORY COMPLIANCE, LEGAL AND CORPORATE UPKEEP,
MAINTENANCE OF THE BOOKS AND RECORDS, BOOKKEEPING, AND BUDGETING FINANCIAL
REPORTING.

FORM 990, PART VI, SECTION B, LINE 11:

THE ORGANIZATION HOLDS A MEETING WITH THE BOARD OF DIRECTORS TO REVIEW THE
CONTENTS OF THE FORM 990 BEFORE IT IS SUBMITTED TO THE INTERNAL REVENUE
SERVICE.

FORM 990, PART VI, SECTION B, LINE 12C:

THE ORGANIZATION REQUIRES THAT ALL OFFICERS AND/OR DIRECTORS DISCLOSE ANY
ACTIVITY THAT MAYBE A CONFLICT OF INTEREST.

FORM 990, PART VI, SECTION B, LINE 15:

THE DETERMINATION OF COMPENSATION FOR OFFICERS AND KEY EMPLOYEES, INVOLVES

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Schedule O (Form 990 or 990-EZ) (2014)

Name of the organization

THE DORAL ACADEMY, INC.

Employer identification number

65-0944569

REVIEWING OFFICER'S CONTRACT, ORGANIZATION'S BUDGET, AND PAST PERFORMANCE.

FORM 990, PART VI, SECTION C, LINE 18:

THIS INFORMATION IS AVAILABLE UPON REQUEST.

FORM 990, PART VI, SECTION C, LINE 19:

THIS INFORMATION IS ALREADY AVAILABLE TO THE GENERAL PUBLIC VIA
WWW.GUIDESTAR.ORG.

FORM 990, PART XII, FINANCIAL STATEMENTS AND REPORTING

THE FORM 990 IS REVIEWED BY THE CHARTER SCHOOL BOARD AND THE FINANCIAL
MANAGER OF THE MANAGEMENT COMPANY.

SECTION 1.263(A)-1(F) DE MINIMIS SAFE HARBOR ELECTION

THE DORAL ACADEMY INC.

6340 SUNSET DRIVE

MIAMI, FL 33143

EIN:65-0944569

FOR THE YEAR ENDING JUNE 30, 2015

THE DORAL ACADEMY INC IS MAKING DE MINIMIS SAFE HARBOR ELECTION UNDER
REG.SEC.1.263(A)-1(F).

SECTION 1.263(A)-1(N) ELECTION

THE DORAL ACADEMY INC

6340 SUNSET DRIVE

Name of the organization

THE DORAL ACADEMY, INC.

Employer identification number

65-0944569

6340 SUNSET DRIVE

MIAMI, FL 33143

EIN: 65-0944569

FOR THE YEAR ENDING JUNE 30, 2015

THE DORAL ACADEMY INC IS ELECTING TO CAPITALIZE REPAIRS AND MAINTENANCE COSTS UNDER REG. SEC. 1.263(A)-1(N).

Part V Transactions With Related Organizations Complete if the organization answered "Yes" on Form 990, Part IV, line 34, 35b, or 36.

Note. Complete line 1 if any entity is listed in Parts II, III, or IV of this schedule.

1 During the tax year, did the organization engage in any of the following transactions with one or more related organizations listed in Parts II-IV?

	Yes	No
a Receipt of (i) interest, (ii) annuities, (iii) royalties, or (iv) rent from a controlled entity		X
b Gift, grant, or capital contribution to related organization(s)	X	
c Gift, grant, or capital contribution from related organization(s)		X
d Loans or loan guarantees to or for related organization(s)		X
e Loans or loan guarantees by related organization(s)		X
f Dividends from related organization(s)		X
g Sale of assets to related organization(s)		X
h Purchase of assets from related organization(s)		X
i Exchange of assets with related organization(s)		X
j Lease of facilities, equipment, or other assets to related organization(s)	X	
k Lease of facilities, equipment, or other assets from related organization(s)		X
l Performance of services or membership or fundraising solicitations for related organization(s)		X
m Performance of services or membership or fundraising solicitations by related organization(s)		X
n Sharing of facilities, equipment, mailing lists, or other assets with related organization(s)		X
o Sharing of paid employees with related organization(s)		X
p Reimbursement paid to related organization(s) for expenses		X
q Reimbursement paid by related organization(s) for expenses		X
r Other transfer of cash or property to related organization(s)		X
s Other transfer of cash or property from related organization(s)	X	

2 If the answer to any of the above is "Yes," see the instructions for information on who must complete this line, including covered relationships and transaction thresholds.

	(a) Name of related organization	(b) Transaction type (a-s)	(c) Amount involved	(d) Method of determining amount involved
(1)	DORAL COLLEGE INC	M	250,000.FMV	
(2)	DORAL COLLEGE INC	J	6,123.FMV	
(3)	DORAL COLLEGE INC	B	22,192.FMV	
(4)				
(5)				
(6)				

Depreciation and Amortization
 (Including Information on Listed Property) **990**
 Attach to your tax return.

OMB No. 1545-0172

2014

Attachment
 Sequence No. **179**

Information about Form 4562 and its separate instructions is at www.irs.gov/form4562.

THE DORAL ACADEMY, INC.

FORM 990 PAGE 10

65-0944569

Part I Election To Expense Certain Property Under Section 179 Note: If you have any listed property, complete Part V before you complete Part I.	
1 Maximum amount (see instructions)	1 500,000.
2 Total cost of section 179 property placed in service (see instructions)	2
3 Threshold cost of section 179 property before reduction in limitation	3 2,000,000.
4 Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4
5 Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5
6 (a) Description of property (b) Cost (business use only) (c) Elected cost	
7 Listed property. Enter the amount from line 29	7
8 Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8
9 Tentative deduction. Enter the smaller of line 5 or line 8	9
10 Carryover of disallowed deduction from line 13 of your 2013 Form 4562	10
11 Business income limitation. Enter the smaller of business income (not less than zero) or line 5	11
12 Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11	12
13 Carryover of disallowed deduction to 2015. Add lines 9 and 10, less line 12	13

Note: Do not use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.)	
14 Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year	14
15 Property subject to section 168(f)(1) election	15
16 Other depreciation (including ACRS)	16 38,092.

Part III MACRS Depreciation (Do not include listed property.) (See instructions.)	
Section A	
17 MACRS deductions for assets placed in service in tax years beginning before 2014	17 1,461,626.
18 If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here <input type="checkbox"/>	

Section B - Assets Placed in Service During 2014 Tax Year Using the General Depreciation System						
(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only - see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a 3-year property						
b 5-year property		132,870.	5 YRS.	HY	200DB	8,309.
c 7-year property		996,595.	7 YRS.	HY	200DB	62,318.
d 10-year property						
e 15-year property						
f 20-year property						
g 25-year property			25 yrs.		S/L	
h Residential rental property	/		27.5 yrs.	MM	S/L	
	/		27.5 yrs.	MM	S/L	
i Nonresidential real property	07 / 14	1,193,926.	39 yrs.	MM	S/L	74,658.
	/			MM	S/L	

Section C - Assets Placed in Service During 2014 Tax Year Using the Alternative Depreciation System						
20a Class life					S/L	
b 12-year			12 yrs.		S/L	
c 40-year	/		40 yrs.	MM	S/L	

Part IV Summary (See instructions.)	
21 Listed property. Enter amount from line 28	21
22 Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations - see instr.	22 1,645,003.
23 For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23

Part V Listed Property (Include automobiles, certain other vehicles, certain aircraft, certain computers, and property used for entertainment, recreation, or amusement.)

Note: For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete only 24a, 24b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable.

Section A - Depreciation and Other Information (Caution: See the instructions for limits for passenger automobiles.)

24a Do you have evidence to support the business/investment use claimed? <input type="checkbox"/> Yes <input type="checkbox"/> No		24b If "Yes," is the evidence written? <input type="checkbox"/> Yes <input type="checkbox"/> No						
(a) Type of property (list vehicles first)	(b) Date placed in service	(c) Business/ investment use percentage	(d) Cost or other basis	(e) Basis for depreciation (business/investment use only)	(f) Recovery period	(g) Method/ Convention	(h) Depreciation deduction	(i) Elected section 179 cost
25 Special depreciation allowance for qualified listed property placed in service during the tax year and used more than 50% in a qualified business use								25
26 Property used more than 50% in a qualified business use:								
		%						
		%						
		%						
27 Property used 50% or less in a qualified business use:								
		%				S/L -		
		%				S/L -		
		%				S/L -		
28 Add amounts in column (h), lines 25 through 27. Enter here and on line 21, page 1							28	
29 Add amounts in column (i), line 26. Enter here and on line 7, page 1								29

Section B - Information on Use of Vehicles

Complete this section for vehicles used by a sole proprietor, partner, or other "more than 5% owner," or related person. If you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles.

	(a) Vehicle		(b) Vehicle		(c) Vehicle		(d) Vehicle		(e) Vehicle		(f) Vehicle	
30 Total business/investment miles driven during the year (do not include commuting miles)												
31 Total commuting miles driven during the year												
32 Total other personal (noncommuting) miles driven												
33 Total miles driven during the year. Add lines 30 through 32												
34 Was the vehicle available for personal use during off-duty hours?	Yes	No										
35 Was the vehicle used primarily by a more than 5% owner or related person?												
36 Is another vehicle available for personal use?												

Section C - Questions for Employers Who Provide Vehicles for Use by Their Employees

Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who are not more than 5% owners or related persons.

37 Do you maintain a written policy statement that prohibits all personal use of vehicles, including commuting, by your employees?		Yes	No
38 Do you maintain a written policy statement that prohibits personal use of vehicles, except commuting, by your employees? See the instructions for vehicles used by corporate officers, directors, or 1% or more owners			
39 Do you treat all use of vehicles by employees as personal use?			
40 Do you provide more than five vehicles to your employees, obtain information from your employees about the use of the vehicles, and retain the information received?			
41 Do you meet the requirements concerning qualified automobile demonstration use?			

Note: If your answer to 37, 38, 39, 40, or 41 is "Yes," do not complete Section B for the covered vehicles.

Part VI Amortization

(a) Description of costs	(b) Date amortization begins	(c) Amortizable amount	(d) Code section	(e) Amortization period or percentage	(f) Amortization for this year
42 Amortization of costs that begins during your 2014 tax year:					
43 Amortization of costs that began before your 2014 tax year					43
44 Total. Add amounts in column (f). See the instructions for where to report					44