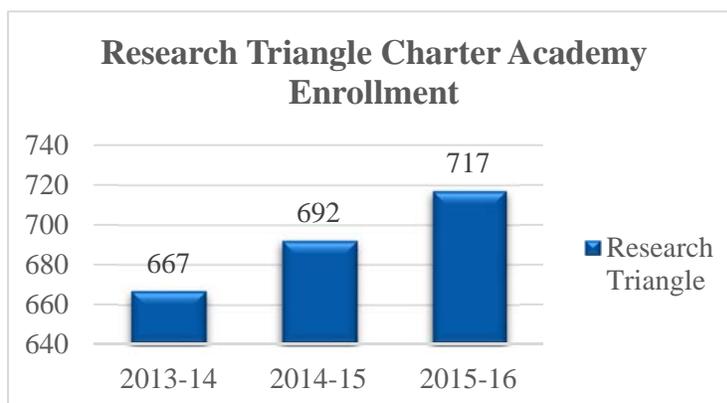


Academic Performance: The school we are replicating, Research Triangle Charter Academy (RTCA), has increased in proficiency over the last three academic years and closing gaps when compared to the district. For 2015-16, RTCA met growth and had a higher percentage of students college and career ready than the local district, Durham Public Schools. RTCA also had higher rates of proficiency than the district in reading, math and science.

Research Triangle Charter Academy - State Assessment Results (Past Three School Years)						
Year	Reading Proficiency			Math Proficiency		
	Research Triangle	Durham Public Schools	(+/-)	Research Triangle	Durham Public Schools	(+/-)
2013-14	46.0%	43.0%	3.0%	35.0%	38.0%	-3.0%
2014-15	50.0%	43.0%	7.0%	48.0%	43.0%	5.0%
2015-16	73.7%	43.4%	30.3%	46.2%	40.5%	5.7%

Student Enrollment: Below you will find a table and graph displaying the student enrollment trend for RTCA over the last three academic years. Enrollment has increased each year.

Research Triangle Enrollment (Past Three School Years)			
Year	Research Triangle	Durham Public Schools	State
2013-14	667	33,084	1,491,819
2014-15	692	33,314	1,502,362
2015-16	717	33,144	1,513,053



**Our Board formed a new non-profit solely for the purpose of starting and governing High Point Charter Academy. We chose to partner with an Educational Management Organization, National Heritage Academies, to replicate the organization's model. We do not intend to seek a "fast-track" approval, as it is imperative that we have the time to construct our new facility and effectively plan to meet student needs. We indicated this in the online application system, but we were still required to answer questions regarding "Eligibility Criteria" for fast-track. We do not believe these questions are applicable to our effort, and that the information included in Appendices A and O provides sufficient detail on NHA's success.*

Introduction and Overview

A Greensboro News Record article about test data for Guilford County indicated, "The proficiency rate for black students, 37.3 percent, was lower than the rate for any other subgroup of students and the overall district average of 53.2 percent"

http://m.greensboro.com/news/local_news/guilford-school-board-members-question-persistent-achievement-gap/article_8a8d3601-2f67-5162-8ed0-6df598936663.html?mode=jqm. HPCA intends to improve this situation.

On the national scene, *First Focus* and *Save the Children* released a report titled *America's Report Card 2012: Children in the U.S.* Perhaps, one of the most glaring findings was that, when grading America on how well the needs of children are met, America earned a grade of C-. Our academic standards were barely passing – which does not bode well for America's future. It appears that, for the first time in American history, the lives of today's children may be worse off than their parents/guardians. The "C-" given to K-12 education was based on math/reading/science levels, school resources, at-risk and disconnected youth, and educational attainment <http://www.ffcampaignforchildren.org/news/top-of-our-list/america-s-report-card-2012-children-in-the-us-overview>.

"In America right now, a kid drops out of high school every 26 seconds. That's... 1.2 million a year. These drop-outs are eight times more likely to go to prison, 50% less likely to vote, more likely to need social welfare assistance, not eligible for 90% of jobs, are being paid 40 cents to the dollar earned by a college graduate, and continuing the cycle of poverty"

<http://www.csmonitor.com/Commentary/Opinion/2010/0929/Waiting-for-Superman-to-reform-education-He-s-already-here>.

Implementing and achieving the HPCA mission is even more necessary in our target community so that our students will have the foundational education experiences necessary for them to become 21st century leaders with strong problem-solving and decision-making skills, who are prepared for college and career success.

Evidence of Educational Need: Socioeconomic, Demographic, and Geographic Analysis

Once a solid working class community of modest single-family homes, our target geographic area has deteriorated over the years. Census data estimates from 2014 indicate that the community within a two-mile radius of HPCA are impoverished and many of the residents occupy renter housing and have low educational attainment (www.SimpleMap.com)

Map 1*



**The darker shaded areas are areas of low educational attainment and higher number of residents in poverty.*

www.SimplyMap.com

Table 1
Socio-Economic and Demographic Profile
Census Tracts Compared with the United States

Variable	CT014502	CT014300	CT014503	CT014200	CT013900	CT013800	USA
% Housing, Renter Occupied, 2014	51.59%	78.57%	57.93%	64.59%	80.62%	68.25%	36.38%
% Housing, Owner Occupied, 2014	48.41%	21.43%	42.07%	35.41%	19.38%	31.75%	63.62%
% Education, High School, 2014	38.69%	29.24%	36.55%	37.50%	28.18%	28.91%	27.26%
% Education, < High School, 2014	24.11%	46.37%	32.87%	30.29%	38.61%	32.83%	13.62%
% Population in Poverty, Total, 2014	36.23%	55.16%	40.92%	42.67%	56.53%	44.15%	15.31%
% Population, 0 to 5 Years, 2014	9.65%	12.22%	9.31%	9.86%	12.12%	9.88%	7.68%
% Population, 6 to 11 Years, 2014	9.97%	8.88%	10.43%	9.31%	9.61%	8.57%	7.92%
% Population, 12 to 17 Years, 2014	9.71%	6.80%	9.72%	8.99%	8.66%	8.29%	7.97%
# Population (Pop), 2014	4,653	3,176	3,663	3,661	4,744	4,899	317,320,515

Source: www.SimplyMap.com

The elementary schools in the immediate vicinity are: Triangle Lake Montessori, Fairview Elementary, Parkview Village, and Union Hill Elementary schools; these Guilford County public schools serve 453, 402, 386, and 483 students, respectively in zip code 27260. None of the schools in close proximity to HPCA are charter schools and academic performance at these schools are below what we expect at HPCA.

The next nearest schools are in contiguous zip codes 27262 and 27263. Three schools identified in zip code 27263 are outside the Guilford County School System. All of the

elementary schools listed below serve students in grades pre-K through fifth grade. The following schools are in High Point in close proximity to our target area:

Table 2
Elementary Schools In and Adjacent ZIP Codes - 27260, 27261, and 27262
(Enrollment Data as of 2014-2015

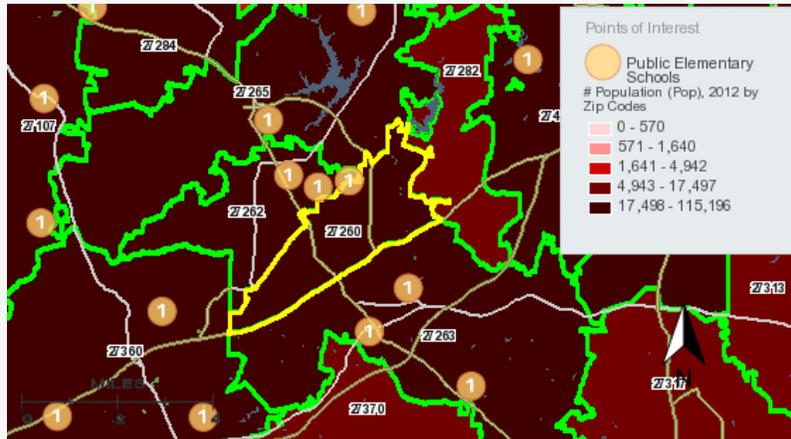
<http://www.schooldigger.com/go/NC/city/High+Point/search.aspx>)

School	ZIP	Students
Kirkman Park	27262	291
Montlieu Elementary Academy of Technology	27262	616
Northwood Elementary	27262	562
Fairview Elementary	27260	403
Parkview Village Elementary	27261	339
Triangle Lake Montessori Elementary School	27260	481
Union Hill Elementary	27262	492

The schools in proximity to our target area are failing. Of the following schools, for 2015-16, three schools received a letter grade of "D" (Northwood Elementary, Triangle Lake Montessori Elementary School, and Union Hill Elementary). Kirkman Park received a letter grade of "F" for 2015-16. Union Hill, Parkview Village, and Farview Village have received failing letter school grades for the past five years. Our students and families need quality public choice.

We believe that parents/guardians need choice and flexibility in choosing educational opportunities for their children that will allow them to avoid under-performing public schools. Our goal is to prepare students to be ready for the workplace or higher education beyond high school. Therefore, HPCA proposes to serve 520 students in K-5 grade in year one and will provide students with a more personalized environment and lower teacher to pupil ratios. Researchers note that smaller schools have improved safety, educational and social benefits, less violence, more participation, and higher grades (Clowes, 2003).

Map 2 Public Elementary Schools in ZIP Code 27260 and Contiguous ZIP Codes



Source: Census Bureau. Census Data. www.SimplyMap.com.

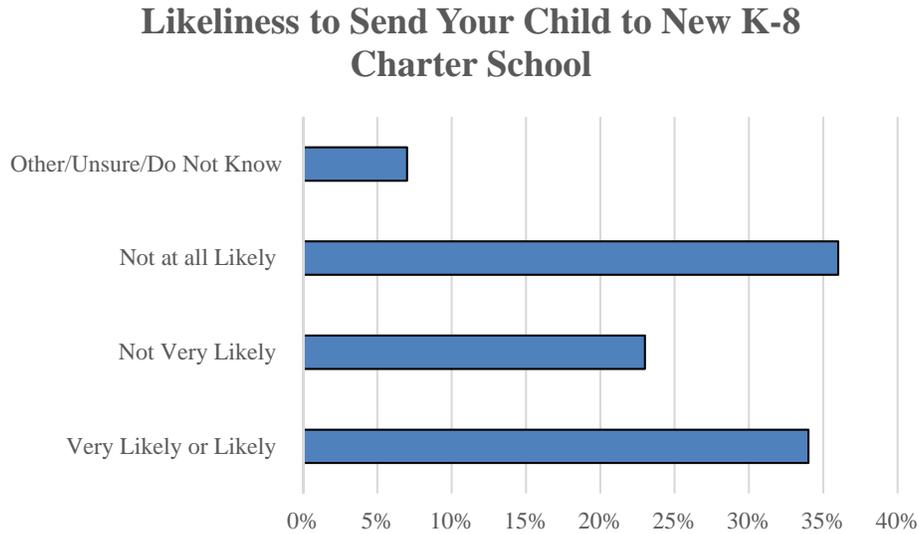
“SAY YES” to Education Brings HOPE

Guilford County is a participant in the "SAY YES to Education" Program (http://www.gcsnc.com/pages/gcsnc/Parents_Students/804181941473238994) which means that every student who wants to attend college will have college tuition paid (http://www.greensboro.com/opinion/n_and_r_editorials/a-magnificent-gift/article_6376cc92-5d82-11e5-a7e1-7b075402621f.html). The Program begins for Guilford County seniors whose parents make less than \$75,000 annually in 2016. The Program also means that, "no student in the school system has an excuse to say they can't afford to go to college." The Board welcomes the challenge of preparing 100% of HPCA students to attend college, if they choose to do so.

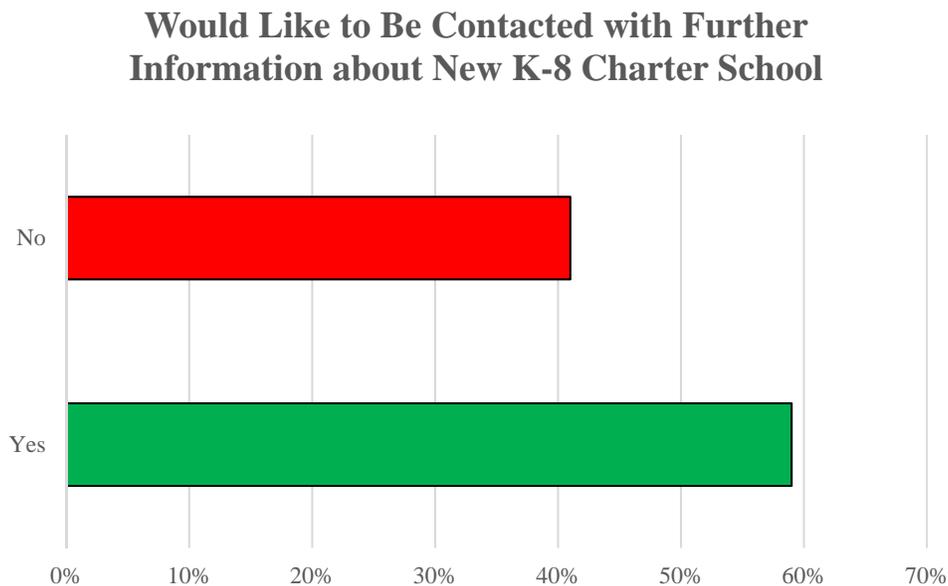
Appendix A1 - Evidence of Educational Need

In the summer of 2016, a survey of parents near the Brentwood community of High Point with at least one child in grades K-8 was conducted to help gauge receptivity to a new charter school. Below are responses to two of the main survey questions:

If a new kindergarten through 8th grade charter school opened in your area that had college-readiness as its focus, how likely would you be to send your child to that school? Would you be very likely, likely, not very likely, or not at all likely to send your child to that school?



A new kindergarten through 8th grade charter school may be coming to your community. If this new charter school opened, would you like to be contacted with further information about the school?



The following is a letter of support and confirmation of educational need for a charter school in the Brentwood community of High Point. Although this letter was written for the previous application round, prior to our partnership with NHA, and before we changed the name of our entity, High Point University is still supportive and will be a great asset to High Point Charter Academy. The president of High Point University is still interested in partnering with the High Point Charter Academy Board of Directors to provide board training, tutoring for our students, and consultation with strategic planning.



September 23, 2015

To Whom It May Concern:

High Point University strongly supports your application to the North Carolina Department of Public Instruction to establish the Robert J. Brown Leadership Academy in one of the most distressed areas in High Point. There is a dire need in the Brentwood community for a Charter School; therefore, we want to assist with expediting the process of opening RJBLA in August 2016, rather than August 2017.

Your mission "to provide character, leadership, and academic development to children and families who are academically, socially, and economically at-risk for academic failure" is daunting, but not insurmountable. You are quite capable of accomplishing that mission; however, we would welcome an opportunity to partner with RJBLA to host an annual Board Retreat on the HPU Campus with our Nonprofit Management faculty and staff, evaluate your qualified teachers or para-professionals for enrollment in our Education and/or Nonprofit Management Programs, provide student tutors who must complete service learning hours, and consult with RJBLA about technology, finance, curriculum, strategic planning, and governance issues.

As you know, High Point University was named Number One, again, among America's Best Colleges by the U.S. News & World Report and that our faculty and staff are exceptionally adept at preparing students to "thrive in today's global marketplace". This partnership would be mutually beneficial as we work together to prepare RJBLA students to become career and college ready.

We look forward to a favorable response from the North Carolina Department of Public Instruction. If additional information is needed or if you have questions, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Nido R. Qubein". The signature is fluid and cursive.

Nido R. Qubein
President

Synopsis of Planned Curriculum

High Point Charter Academy will use the K-8 curriculum designed for NHA-partner schools which has been and carefully aligned with the Common Core State Standards and appropriate North Carolina learning standards. The school's core content areas of English language arts, mathematics, science, and social studies, summarized very briefly below, will be supplemented by co-curricular areas that help shape students as well-rounded individuals, including art, music, physical education, and library and educational technology. Moral focus, too, will be integrated component of the curriculum.

ELA: In grades K-2, the curriculum will emphasize the foundations of reading. This includes the ability to decode automatically, read with fluency, and gain the capacity to comprehend increasingly complex texts across a range of types and disciplines. In grades 3-5, reading instruction will be centered on complex, grade-appropriate texts and will feature a balance of informational and literary work. In grades 6-8, literary experiences will be incorporated by ELA, social studies, and science teachers through texts in their respective content areas selected specifically for their literacy value. A blend of classic literature and literary non-fiction, including historical and scientific documents, will be featured. Discussion and collaboration also will be a focus, as students apply reading skills to develop habits for providing text-based evidence in both conversation and writing.

Math: The math curriculum underscores the importance of number sense and operations, measurement, computation using formal algorithms, geometry, data analysis and probability, and problem-solving and inquiry. In grades K-2, number sense and computational fluency will be the main focus of students' learning. In grades 3-5, learning will shift from computation to fractional awareness. The ability to compose and decompose numbers will be built upon to deepen understanding of fractions, percentages, decimals, and computation. Algebraic skills will also be developed. In grades 6-8, the focus will be on the study of algebra and functions.

Science: In grades K-2, scientific learning will be both modeled and structured, and will focus primarily on the study of events and phenomena in nature that can be observed with the five senses. In grades 3-5, the science curriculum will have students begin exploring cause-and-effect connections between events. Investigations will be more complex and involve more detailed measurements and the use a variety of tools. In grades 6-8, the science curriculum will include deeper exploration of cause-and-effect relationships and will connect knowledge of concepts to real-world examples. Instruction, experimentation, and student writing will be well-integrated.

Social Studies: The social studies curriculum emphasizes how geography and economics interact in a global society. In grades K-2, the social studies curriculum will focus on students' ability to describe basic historical events, people, and conflicts. Students will become familiar with basic geographical representations, economic concepts and resources, and functions of government. In grades 3-5, the curriculum will help students describe historical events in more detail and communicate how these events impacted other historical occurrences in American and world cultures. The social studies curriculum emphasizes how geography and economics interact in a global society. In grades 6-8, students will regularly practice how to make connections between historical events in the United States and the world and current events. They will also develop their knowledge of the relationships among geography, history, economics, and culture.

The following pages offer a sample course scope and sequence for one core subject (ELA) in the school's grades K-8.

Reading Literature						
Key Ideas and Details	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
RL.K.1 With prompting and support, ask and answer questions about key details in a text.	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.6	W.2 W.3 W.4 W.5 W.6
RL.K.2 With prompting and support, retell familiar stories, including key details.	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.6	W.2 W.3 W.4 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.4 W.6	W.2 W.3 W.4 W.5
RL.K.3 With prompting and support, identify characters, settings, and major events in a story.	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.4 W.5 W.6 UA	W.2 W.4 W.5 W.6 UA
Craft and Structure	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
RL.K.4 Ask and answer questions about unknown words in a text.			W.2 W.6	W.1 W.6	W.1	W.4
RL.K.5 Recognize common types of texts (e.g., storybooks, poems).	W.1 W.3 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.4 W.5 W.6	W.1 W.2 W.4 W.5 W.6	W.1 W.2 W.4 W.5 W.6	W.2 W.3 W.5 W.6
RL.K.6 With prompting and support, name the author and illustrator of a story and define the role of each in telling the story.	W.3 W.6		W.2 W.3	W.4 W.6		W.5

W indicates week. **UA** indicates the standard is assessed on unit assessment.

Reading Literature						
Integration of Knowledge and Ideas	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
RL.K.7 With prompting and support, describe the relationship between illustrations and the story in which they appear (e.g., what moment in a story an illustration depicts).	W.1 W.2 W.3 W.4 W.5	W.4 W.6	W.2 W.3 W.4 W.6	W.1 W.2 W.3 W.4 W.6	W.1 W.4	W.2 W.4
RL.K.8 (Not applicable to literature)						
RL.K.9 With prompting and support, compare and contrast the adventures and experiences of characters in familiar stories.		W.1 W.2	W.1 W.4 W.6	W.5	W.1 W.3	W.1 W.2
Range of Reading and Level of Text Complexity	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
RL.K.10 Actively engage in group reading activities with purpose and understanding.	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6

W indicates week. **UA** indicates the standard is assessed on unit assessment.

Reading Informational						
Key Ideas and Details	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
RI.K.1 With prompting and support, ask and answer questions about key details in a text.	W.2 W.4 W.6	W.1 W.2 W.3 W.5	W.1 W.3 W.5 W.6	W.3 W.5 W.6	W.2 W.3 W.5 W.6	W.1 W.3 W.5 W.6
RI.K.2 With prompting and support, identify the main topic and retell key details of a text.	W.6	W.1 W.2 W.3 W.5 W.6	W.1 W.3 W.5 W.6 UA	W.3 W.5 W.6	W.2 W.3 W.5 W.6	W.1 W.3 W.5 W.6
RI.K.3 With prompting and support, describe the connection between two individuals, events, ideas, or pieces of information in a text.		W.1 W.3 W.5	W.1 W.3 W.5	W.2	W.2 W.3 W.5 W.6	W.1 W.3 W.5 W.6
Craft and Structure	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
RI.K.4 With prompting and support, ask and answer questions about unknown words in a text.	W.6	W.1 W.2 W.3 W.5	W.1 W.5	W.5	W.2 W.3 W.5 W.6	W.1 W.3 W.5 W.6
RI.K.5 Identify the front cover, back cover, and title page of a book.		W.1 W.2 W.3 W.5	W.5	W.5	W.2 W.3 W.5	W.1 W.3 W.5 W.6
RI.K.6 Name the author and illustrator of a text and define the role of each in presenting the ideas or information in a text.	W.6	W.1 W.2 W.3 W.5 W.6	W.5	W.4 W.5	W.2 W.3 W.5	W.1 W.3 W.5 W.6
Integration of Knowledge and Ideas	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
RI.K.7 With prompting and support, describe the relationship between illustrations and the text in which they appear (e.g., what person, place, thing, or idea in the text an illustration depicts).	W.6	W.1 W.2 W.3 W.5	W.1 W.3 W.5	W.5	W.2 W.3 W.5 W.6	W.1 W.3 W.5 W.6

W indicates week. **UA** indicates the standard is assessed on unit assessment.

Reading Informational						
Integration of Knowledge and Ideas	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
RI.K.8 With prompting and support, identify the reasons an author gives to support points in a text.				W.5	W.2 W.5 W.6	W.1 W.3 W.5 W.6
RI.K.9 With prompting and support, identify basic similarities in and differences between two texts on the same topic (e.g., in illustrations, descriptions, or procedures).			W.5	W.3 W.5	W.2 W.3 W.5 W.6	W.1 W.3 W.5 W.6
Range of Reading and Level of Text Complexity			Unit 3	Unit 4	Unit 5	Unit 6
RI.K.10 Actively engage in group reading activities with purpose and understanding.		W.1 W.2 W.3 W.5	W.1 W.5	W.5	W.2 W.3 W.5 W.6	W.1 W.3 W.5 W.6

W indicates week. **UA** indicates the standard is assessed on unit assessment.

Writing						
Text Types and Purposes	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
W.K.1 Use a combination of drawing, dictating, and writing to compose opinion pieces in which they tell a reader the topic or the name of the book they are writing about and state an opinion or preference about the topic or book (e.g., <i>My favorite book is...</i>)	W.4	W.1 W.3	W.1 W.3 W.5	W.1 W.5	W.1	W.1
W.K.2 Use a combination of drawing, dictating, and writing to compose informative/explanatory texts in which they name what they are writing about and supply some information about the topic.	W.1 W.2 W.3 W.4 W.5 UA	W.1 W.2 W.3 W.4 W.5 UA	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA
W.K.3 Use a combination of drawing, dictating, and writing to narrate a single event or several loosely linked events, tell about the events in the order in which they occurred, and provide a reaction to what happened.	W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.6 UA	W.1 W.2 W.4 W.5	W.1 W.2 W.3 W.4	W.1 W.2 W.3 W.4 W.5
Production and Distribution of Writing	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
W.K.4 Begins in in grade 3						
W.K.5 With guidance and support from adults, respond to questions and suggestions from peers and add details to strengthen writing as needed.	W.6	W.6	W.6	W.6	W.6	W.6
W.K.6 With guidance and support from adults, explore a variety of digital tools to produce and publish writing, including in collaboration with peers.	W.6	W.6	W.6	W.6	W.6	W.6
Research to Build and Present Knowledge	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
W.K.7 Participate in shared research and writing projects (e.g., explore a number of books by a favorite author and express opinions about them).				W.3		
W.K.8 With guidance and support from adults, recall information from experiences or gather information from provided sources to answer a question.			W.3 W.6	W.3		
W.K.9 Begins in grade 4						
W.K.10 Begins in grade 3						

W indicates week. **UA** indicates the standard is assessed on unit assessment.

Speaking and Listening						
Comprehension and Collaboration	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
SL.K.1 Participate in collaborative conversations with diverse partners about <i>kindergarten topics and texts</i> with peers and adults in small and larger groups.	W.1	W.1	W.1	W.1	W.1	W.2
	W.2	W.2	W.2	W.2	W.2	W.3
	W.3	W.3	W.3	W.3	W.3	W.4
	W.4	W.5	W.4	W.4	W.4	W.5
	W.5		W.5	W.5	W.5	W.6
	W.6		W.6	W.6	W.6	
a. Follow agreed-upon rules for discussions (e.g., listening to others and taking turns speaking about the topics and texts under discussion).	W.1	W.1	W.1	W.1	W.1	W.1
	W.2	W.2	W.2	W.2	W.2	W.2
	W.3	W.3	W.3	W.3	W.3	W.3
	W.4	W.4	W.4	W.4	W.4	W.4
	W.5	W.6	W.5	W.5	W.5	W.5
	W.6		W.6	W.6	W.6	W.6
b. Continue a conversation through multiple exchanges.	W.5	W.3	W.2	W.1	W.1	W.1
	W.6	W.5	W.3	W.2	W.2	W.2
				W.4	W.3	W.3
				W.5	W.5	W.4
				W.6	W.6	W.5
SL.K.2 Confirm understanding of a text read aloud or information presented orally or through other media by asking and answering questions about key details and requesting clarification if something is not understood.	W.1	W.1	W.1	W.1	W.1	W.1
	W.2	W.2	W.2	W.2	W.2	W.2
	W.3	W.3	W.3	W.3	W.3	W.3
	W.4	W.4	W.4	W.4	W.4	W.4
	W.5	W.5	W.5	W.5	W.5	W.5
	W.6	W.6	W.6	W.6	W.6	W.6
SL.K.3 Ask and answer questions in order to seek help, get information, or clarify something that is not understood.	W.1	W.1	W.3	W.2	W.1	W.1
		W.4	W.4	W.5	W.3	W.2
		W.6	W.6	W.6		W.3
						W.4
Presentation of Knowledge and Ideas	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
SL.K.4 Describe familiar people, places, things, and events and, with prompting and support, provide additional detail	W.3	W.2	W.1	W.1	W.1	W.1
	W.4	W.3	W.3	W.2	W.2	W.2
	W.5	W.5	W.4	W.3	W.3	W.4
	W.6			W.6	W.4	W.5
				W.5	W.6	

W indicates week. **UA** indicates the standard is assessed on unit assessment.

Speaking and Listening						
Presentation of Knowledge and Ideas	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
SL.K.5 Add drawings or other visual displays to descriptions as desired to provide additional detail.	W.1 W.3	W.1 W.3 W.5	W.1 W.2 W.3	W.1 W.2 W.4 W.5 W.6	W.1 W.2 W.3 W.5 W.6	W.1 W.2 W.4 W.5 W.6
SL.K.6 Speak audibly and express thoughts, feelings, and ideas clearly.	W.5	W.3 W.5	W.1 W.2 W.4 W.5	W.1 W.3	W.1 W.2 W.5 W.6	W.1 W.4 W.5

W indicates week. **UA** indicates the standard is assessed on unit assessment.

Language						
Conventions of Standard English	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
L.K.1 Demonstrate command of the conventions of standard English grammar and usage when writing or speaking.	W.6	W.2 W.3 W.4 W.5 W.6	W.1 W.4 W.5 W.6	W.1		W.1
a. Print many upper- and lowercase letters.	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6
b. Use frequently occurring nouns and verbs.	W.5 W.6	W.1	W.1 W.2 W.3 W.4 W.5		W.4 W.5 W.6	W.1
c. Form regular plural nouns orally by adding /s/ or /es/ (e.g., <i>dog, dogs; wish, wishes</i>).		W.1 W.2			W.4 W.5	
d. Understand and use question words (interrogatives) (e.g., <i>who, what, where, when, why, how</i>).		W.2 W.4		W.6	W.1	
e. Use the most frequently occurring prepositions (e.g., <i>to, from, in, out, on, off, for, of, by, with</i>).	W.3		W.2 W.3		W.3 W.4	W.2 W.3
f. Produce and expand complete sentences in shared language activities.			W.6	W.1 W.2 W.3 W.4 W.5	W.2 W.5 W.6	W.3 W.4 W.5 W.6
L.K.2 Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.			W.6	W.1 W.3 W.4 W.5 W.6	W.1 W.2 W.3	W.1 W.2 W.3 W.4 W.5 W.6

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Language						
Conventions of Standard English	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
a. Capitalize the first word in a sentence and the pronoun <i>I</i> .			W.6	W.1 W.3 W.4 W.5 W.6	W.1 W.2 W.3	W.1 W.2 W.3 W.4 W.5 W.6
b. Recognize and name end punctuation.			W.6	W.1 W.3 W.4 W.5 W.6	W.1 W.2 W.3	W.3 W.4 W.5 W.6
c. Write a letter or letters for most consonant and short-vowel sounds (phonemes).		W.1 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6
d. Spell simple words phonetically, drawing on knowledge of sound-letter relationships.		W.1 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6
Knowledge of Language	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
L.K.4 Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on kindergarten reading and content.	W.2					
a. Identify new meanings for familiar words and apply them accurately (e.g., knowing <i>duck</i> is a bird and learning the verb to <i>duck</i>).	W.2					
b. Use the most frequently occurring inflections and affixes (e.g., <i>-ed</i> , <i>-s</i> , <i>re-</i> , <i>un-</i> , <i>pre-</i> , <i>-ful</i> , <i>-less</i>) as a clue to the meaning of an unknown word.			W.2 W.3		W.4 W.5	

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Language						
Vocabulary Acquisition and Use	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
L.K.5 With guidance and support from adults, explore word relationships and nuances in word meanings.		W.3 W.4 W.5 W.6	W.1 W.3	W.4	W.5	
a. Sort common objects into categories (e.g., shapes, foods) to gain a sense of the concepts the categories represent.	W.2 W.3 W.4 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5	W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6
b. Demonstrate understanding of frequently occurring verbs and adjectives by relating them to their opposites (antonyms).	W.3	W.5 W.6	W.4 W.5		W.6	
c. Identify real-life connections between words and their use (e.g., note places at school that are colorful).	W.1 W.3 W.4 W.5 W.6	W.1 W.3 W.4 W.5 W.6	W.1 W.4 W.5 W.6	W.1 W.2 W.3 W.5	W.2 W.3 W.6	W.5
d. Distinguish shades of meaning among verbs describing the same general action (e.g., <i>walk, march, strut, prance</i>) by acting out the meanings.			W.1 W.2		W.6	
L.K.6 Use words and phrases acquired through conversations, reading and being read to, and responding to texts.	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6

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Reading Foundational Skills						
Print Concepts	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
RF.K.1 Demonstrate understanding of the organization and basic features of print.	W.2 W.3 W.4					
a. Follow words from left to right, top to bottom, and page by page.	W.1 W.2 W.3					
b. Recognize that spoken words are represented in written language by specific sequences of letters.	W.2 W.4					
c. Understand that words are separated by spaces in print.	W.3 W.6	W.6	W.1 W.6	W.6	W.6	W.6
d. Recognize and name all upper- and lowercase letters of the alphabet.	W.1 W.2 W.3 W.4 W.5 UA	W.6		W.2		
Phonological Awareness	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
RF.K.2 Demonstrate understanding of spoken words, syllables, and sounds (phonemes)	W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.5	W.1	W.1	W.2 W.3 W.4 W.5 W.6	W.1 W.3 W.5 W.6
a. Recognize and produce rhyming words.	W.1 W.2 W.3	W.1 W.5	W.3 W.6	W.5 W.6	W.1 W.5	W.2 W.4 W.6
b. Count, pronounce, blend, and segment syllables in spoken words.	W.2 W.3 W.4 W.5		W.3		W.3	W.4 W.5

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Reading Foundational Skills						
Phonological Awareness	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
c. Blend and segment onsets and rimes of single-syllables in spoken words.	W.1 W.4 W.5	W.6		W.5 W.6		UA
d. Isolate and pronounce the initial, medial vowel, and final sounds (phonemes) in three phoneme (consonant-vowel-consonant, or CVC) words* (This does not include CVCs ending with / l /, / r /, or / x /.)	W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6
e. Add or substitute individual sounds (phonemes) in simple, one-syllable words to make new words.	W.1 W.3 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.6
Phonics and Word Recognition	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
RF.K.3 Know and apply grade-level phonics and word analysis skills in decoding words.	W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA
a. Demonstrate basic knowledge of one-to-one letter-sound correspondences by producing the primary or many of the most frequent sound for each consonant.	W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6

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Reading Foundational Skills						
Phonics and Word Recognition	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
b. Associate the long and short sounds with common spellings (graphemes) for the five major vowels.		W.1 W.5 W.6 UA	W.4 W.5 W.6 UA	W.1 W.5 W.6 UA	W.1 W.3 W.4 W.5 UA	W.1 W.2 W.3 W.4 W.5 W.6
c. Read common high-frequency words by sight (e.g., <i>the, of, to, you, she, my, is, are, do, does</i>).	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA
d. Distinguish between similarly spelled words by identifying the sounds of the letters that differ.		W.4 W.5	W.4 W.5 W.6	W.1		W.3 W.5 W.6
Fluency	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
RF.K.4 Read emergent-reader texts with purpose and understanding.	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6

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Reading Literature						
Key Ideas and Details	Unit R	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5
RL.1.1 Ask and answer questions about key details in a text.	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.4 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.4 W.5 W.6 UA	W.1 W.2 W.6 UA
RL.1.2 Retell stories, including key details, and demonstrate understanding of their central message or lesson.	W.5 W.6	W.1 W.2 W.3 W.4 W.5 UA	W.1 W.2 W.4 UA	W.1 W.2 W.3 W.4 W.6 UA	W.1 W.2 W.5 W.6 UA	W.1 W.2 W.6 UA
RL.1.3 Describe characters, settings, and major events in a story, using key details.	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 UA	W.1 W.2 <u>W.3</u> W.4 UA	W.1 W.2 W.3 W.4 W.6 UA	W.1 W.2 W.5 W.6 UA	W.1 W.2 W.6 UA
Craft and Structure	Unit R	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5
RL.1.4 Identify words and phrases in stories or poems that suggest feelings or appeal to the senses.		W.1 W.5 W.6		W.2 W.6	W.1 W.3 W.5 W.6	W.2 W.6
RL.1.5 Explain the major differences between books that tell stories and books that give information, drawing on a wide reading of a range of text types.	W.3 W.4 W.5 W.6	W.2 W.3 W.4 W.6 UA	W.4 W.6 UA	W.1 W.2 W.3 W.5 W.6 UA	W.2 W.6	W.1 W.5 W.6

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Reading Literature						
Craft and Structure	Unit R	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5
RL.1.6 Identify who is telling the story at various points in a text.	W.4 W.5			W.4 W.6	W.1 W.6	W.3
Integration of Knowledge and Ideas	Unit R	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5
RL.1.7 Use illustrations and details in a story to describe its characters, setting, or events.	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.5	W.1 W.2 W.4	W.1 W.2 W.3 W.4 W.6	W.1 W.2 W.5 W.6	W.1 W.2 W.6
RL.1.8 (Not applicable to literature)						
RL.1.9 Compare and contrast the adventures and experiences of characters in stories.		W.1 W.2 W.3 W.4 W.6	W.2 W.6	W.2 W.3 W.4 W.6 UA	W.2 UA	W.1 W.2 W.6
Range of Reading and Level of Text Complexity	Unit R	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5
RL.1.10 With prompting and support, read prose and poetry of appropriate complexity for grade 1.	W.1	W.1 W.2 W.3 W.4 W.6	W.1 W.4 W.6	W.4 W.6	W.3 W.6	W.6

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Reading Informational						
Key Ideas and Details	Unit R	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5
RI.1.1 Ask and answer questions about key details in a text.	W.5	W.4 W.5 W.6	W.2 W.3 W.4 W.5 W.6	W.1 W.3 W.4 W.5	W.1 W.3 W.4 W.5 UA	W.3 W.4 W.5 UA
RI.1.2 Identify the main topic and retell key details of a text.		W.4 W.5 W.6	W.3 W.4 W.5 W.6	W.1 W.3 W.5	W.3 W.4 UA	W.3 W.4 W.5 UA
RI.1.3 Describe the connection between two individuals, events, ideas, or pieces of information in a text.		W.5	W.5 W.6	W.3 W.5	W.3 W.4	W.3 W.4 W.5 UA
Craft and Structure	Unit R	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5
RI.1.4 Ask and answer questions to help determine or clarify the meaning of words and phrases in a text.			W.6	W.3	W.4	W.3 W.5
RI.1.5 Know and use various text features (e.g., headings, tables of contents, glossaries, electronic menus, icons) to locate key facts or information in a text.	W.2 W.3	W.1 W.3 W.6	W.1 W.2 W.3 W.5 W.6	W.2 W.3 W.4 W.5 W.6	W.1 W.4 W.5	W.1 W.2 W.3 W.4 W.5 W.6
RI.1.6 Distinguish between information provided by pictures or other illustrations and information provided by the words in a text.	W.4	W.3 W.4 W.5 W.6	W.2 W.3	W.3 W.4	W.3	W.3 W.4 W.5

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Reading Informational						
Integration of Knowledge and Ideas	Unit R	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5
RI.1.7 Use the illustrations and details in a text to describe its key ideas.	W.2 W.3 W.4 W.5	W.3 W.4 W.6	W.1 W.2 W.3 W.4 W.5	W.3 W.4 W.5	W.1 W.3 W.4 W.5 W.6	W.3 W.4 W.5 W.6
RI.1.8 Identify the reasons an author gives to support points in a text.		W.6	W.2 W.3 W.5 W.6	W.4	UA	UA
RI.1.9 Identify basic similarities in and differences between two texts on the same topic (e.g., in illustrations, descriptions, or procedures).		W.3 W.6	W.1 W.4 W.5 W.6	W.3 W.4	W.3	
Range of Reading and Level of Text Complexity	Unit R	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5
RI.1.10 With prompting and support, read informational texts appropriately complex for grade 1.	W.3	W.6	W.1 W.5	W.3 W.5		W.3

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Writing						
Text Types and Purposes	Unit R	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5
W.1.1 Write opinion pieces in which they introduce the topic or name the book they are writing about, state an opinion, supply a reason for the opinion, and provide some sense of closure.		W.4	W.1	W.2 UA	W.5 UA	W.4 UA
W.1.2 Write informative/explanatory texts in which they name a topic, supply some facts about the topic, and provide some sense of closure.		W.6	W.1 W.2 W.3 W.5 W.6 UA	W.1 W.3 W.4 W.5 W.6 UA	W.2 W.3 W.4 W.6	W.2 W.5 W.6
W.1.3 Write narratives in which they recount two or more appropriately sequenced events, include some details regarding what happened, use temporal words to signal event order, and provide some sense of closure.	UA	W.1 W.2 W.4 W.5 UA	W.4	W.1 W.6	W.4 UA	W.1 W.5 UA
Production and Distribution of Writing	Unit R	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5
W.1.4 Begins in in grade 3						
W.1.5 With guidance and support from adults, focus on a topic, respond to questions and suggestions from peers, and add details to strengthen writing as needed.	UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA
W.1.6 With guidance and support from adults, use a variety of digital tools to produce and publish writing, including in collaboration with peers.				W.5	W.5	
Research to Build and Present Knowledge	Unit R	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5
W.1.7 Participate in shared research and writing projects (e.g., explore a number of —how- to books on a given topic and use them to write a sequence of instructions).		W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.4 W.6	W.5	W.1

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Writing						
Research to Build and Present Knowledge	Unit R	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5
W.1.8 With guidance and support from adults, recall information from experiences or gather information from provided sources to answer a question.		W.1	W.1	W.1	W.1	W.1
		W.2	W.2	W.2	W.2	W.2
		W.3	W.3	W.3	W.3	W.3
		W.4	W.4	W.4	W.4	W.4
		W.5	W.5	W.5	W.5	W.5
		W.6	W.6	W.6	W.6	W.6
W.1.9 Begins in grade 4						
W.1.10 Begins in grade 3						

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Speaking and Listening						
Comprehension and Collaboration	Unit R	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5
SL.1.1 Participate in collaborative conversations with diverse partners about grade 1 topics and texts with peers and adults in small and larger groups.	W.4 W.5	W.1 W.2 W.4	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.3 W.4 W.5 W.6
a. Follow agreed-upon rules for discussions (e.g., listening to others with care, speaking one at a time about the topics and texts under discussion).	W.1 W.2 W.3	W.2 W.4 W.6	W.2 W.3 W.4 W.5 W.6	W.2 W.4 W.5 W.6	W.2 W.3 W.4 W.5	W.2 W.5 W.6
b. Build on others' talk in conversations by responding to the comments of others through multiple exchanges.	W.1	W.4	W.1 W.4	W.2		
c. Ask questions to clear up any confusion about the topics and texts under discussion.	W.5 W.6	W.1				W.2
SL.1.2 Ask and answer questions about key details in a text read aloud or presented orally or through other media.	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6
SL.1.3 Ask and answer questions about what a speaker says in order to gather additional information or clarify something that is not understood.	W.2 W.5 W.6	W.5			W.5	W.3
Presentation of Knowledge and Ideas	Unit R	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5
SL.1.4 Describe people, places, things, and events with relevant details, expressing ideas and feelings clearly.	W.6	W.3 W.5 W.6	W.1 W.2 W.3	W.1 W.3 W.4 W.6	W.1 W.3 W.4 W.6	W.5

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Speaking and Listening						
Presentation of Knowledge and Ideas	Unit R	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5
SL.1.5 Add drawings or other visual displays to descriptions when appropriate to clarify ideas, thoughts, and feelings.		W.3 W.4	W.3 W.5 W.6	W.1 W.3 W.4 W.5	W.1 W.3 W.4 W.5	W.1 W.3 W.4 W.5 W.6
SL.1.6 Produce complete sentences when appropriate to task and situation.	W.3 W.6			W.5		W.2 W.6

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Language						
Conventions of Standard English	Unit R	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5
L.1.1 Demonstrate command of the conventions of standard English grammar and usage when writing or speaking.	W.1 W.2 W.3 W.4 W.5 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 UA	W.3 W.4 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA
a. Print all upper- and lowercase letters.	W.1 W.2 W.3 W.4 W.5 W.6	W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6
b. Use common, proper, and possessive nouns.	W.1 W.2		W.1 W.2 W.4 W.5 W.6 UA			
c. Use singular and plural nouns with matching verbs in basic sentences (e.g., <i>He hops; We hop</i>).	W.1 W.2 W.3 W.4 W.6	UA	W.5 W.6	W.1 W.2 W.3 UA		
d. Use personal, possessive, and indefinite pronouns (e.g., <i>I, me, my; they, them, their, anyone, everything</i>).						W.2 W.3 W.4 UA

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Language						
Conventions of Standard English	Unit R	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5
e. Use verbs to convey a sense of past, present, and future (e.g., <i>Yesterday I walked home; Today I walk home; Tomorrow I will walk home</i>).				W.1 W.2 W.3 W.4 W.5 UA		
f. Use frequently occurring adjectives.	W.5			W.3	W.1 W.2 W.3 W.4 W.5 W.6 UA	
g. Use frequently occurring conjunctions (e.g., <i>and, but, or, so, because</i>).			W.3	W.2	W.2	W.2
h. Use determiners (e.g., articles, demonstratives).					W.5	
i. Use frequently occurring prepositions (e.g., <i>during, beyond, toward</i>).						W.6
j. Produce and expand complete simple and compound declarative, interrogative, imperative, and exclamatory sentences in response to prompts.	W.4 W.5 W.6	W.2 W.3 W.4 W.5 W.6	W.2 W.4	W.6	W.4	W.1 W.3 W.6
L.1.2 Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.6 UA	W.1 W.2 W.3 W.5 W.6 UA	W.1 W.2 W.3 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA
a. Capitalize dates and names of people.			W.2 W.3 W.4 UA			

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Language						
Conventions of Standard English	Unit R	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5
b. Use end punctuation for sentences.	W.4 W.6	W.1 W.2 W.4 W.5 W.6 UA		W.5 W.6	W.1 W.5	W.1 W.6
c. Use commas in dates and to separate single words in a series.			W.3	W.5		
d. Use conventional spelling for words with common spelling patterns and for frequently occurring irregular words.		W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6
e. Spell untaught words phonetically, drawing on phonemic awareness and spelling conventions.	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.5 W.6		W.1 W.3 W.5 W.6	W.1 W.2 W.3 W.4 W.6	W.1 W.2 W.3 W.6
Knowledge of Language	Unit R	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5
L.1.3 Begins in grade 2						
Vocabulary Acquisition and Use	Unit R	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5
L.1.4 Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on grade 1 reading and content, choosing flexibly from an array of strategies.		W.1 W.3 W.4	W.2	W.4 W.5	W.5 W.6	W.2
a. Use sentence-level context as a clue to the meaning of a word or phrase.			W.5	W.6	W.1 W.4	W.3 W.4
b. Use frequently occurring affixes as a clue to the meaning of a word.					W.6	W.1 W.6 UA

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Language						
Vocabulary Acquisition and Use	Unit R	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5
c. Identify frequently occurring root words (e.g., <i>look</i>) and their inflectional forms (e.g., <i>looks, looked, looking</i>).		W.4	W.5	W.3 W.4 W.5 W.6	W.3	
L.1.5 With guidance and support from adults, demonstrate understanding of figurative language, word relationships and nuances in word meanings.		W.6	W.6	W.1 W.2		W.1
a. Sort words into categories (e.g., colors, clothing) to gain a sense of the concepts the categories represent.	W.1 W.3 W.4 W.6	W.1 W.5	W.1 W.4	W.3	W.3	W.3
b. Define words by category and by one or more key attributes (e.g., a <i>duck</i> is a bird that swims; a <i>tiger</i> is a large cat with stripes).		W.5		W.3		
c. Identify real-life connections between words and their use (e.g., note places at home that are <i>cozy</i>).	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6
d. Distinguish shades of meaning among verbs differing in manner (e.g., <i>look, peek, glance, stare, glare, scowl</i>) and adjectives differing in intensity (e.g., <i>large, gigantic</i>) by defining or choosing them or by acting out the meanings.		W.1 W.3		W.3	W.1 W.3	
L.1.6 Use words and phrases acquired through conversations, reading and being read to, and responding to texts, including using frequently occurring conjunctions to signal simple relationships (e.g., <i>because</i>).	W.1 W.3	W.2 W.4				

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Reading Foundational Skills						
Print Concepts	Unit R	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5
RF.1.1 Demonstrate understanding of the organization and basic features of print.	W.1 W.2 W.3 W.4 W.5 W.6					
a. Recognize the distinguishing features of a sentence (e.g., first word, capitalization, ending punctuation).	W.4	W.1 W.4 W.5 W.6				W.1
Phonological Awareness	Unit R	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5
RF.1.2 Demonstrate understanding of spoken words, syllables, and sounds (phonemes).	W.2 W.3 W.4 W.5 W.6	W.1 W.3 W.4 W.6	W.2	W.2 W.4 W.5 W.6	W.1 W.4 W.5 W.6	W.4
a. Distinguish long from short vowel sounds in spoken single-syllable words.	UA	W.1	W.2 W.3 W.4 W.5 W.6			
b. Orally produce single-syllable words by blending sounds (phonemes) including consonant blends.	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6

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Reading Foundational Skills						
Phonological Awareness	Unit R	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5
c. Isolate and pronounce initial, medial vowel, and final sounds (phonemes) in spoken single-syllable words.	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6	W.2 W.3 W.4 W.5 W.6	W.1 W.3 W.4 W.5 W.6	W.1 W.2 W.3	W.2 W.3 W.4 W.6
d. Segment spoken single-syllable words into their complete sequence of individual sounds (phonemes).	W.1 W.2 W.3 W.4 W.6	W.1 W.2 W.3 W.4 W.5	W.1 W.4 W.6	W.1 W.2 W.3 W.5 W.6	W.4 W.5 W.6	W.1 W.3 W.4 W.5 W.6
Phonics and Word Recognition	Unit R	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5
RF.1.3 Know and apply grade-level phonics and word analysis skills in decoding words.	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA
a. Know the spelling-sound correspondences for common consonant digraphs.	W.4	W.1 W.2	W.1 W.2 W.3 W.4 UA	W.2 W.3 W.4	W.4 W.5 W.6	
b. Decode regularly spelled one-syllable words.	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.6	W.1 W.2 W.3 W.4 W.5 W.6

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Reading Foundational Skills						
Phonics and Word Recognition	Unit R	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5
c. Know final -e and common vowel team conventions for representing long vowel sounds.	UA		W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 UA	W.1 W.2 W.3 W.4 W.5 UA	W.1 W.6 UA
d. Use knowledge that every syllable must have a vowel sound to determine the number of syllables in a printed word.	W.3 W.5 W.6	W.4	W.6 UA			W.2
e. Decode two-syllable words following basic patterns by breaking the words into syllables.			W.6	W.1 W.2	<u>W.5</u> W.6	W.1 W.2 W.3 W.5 UA
f. Read words with inflectional endings.		W.4 W.5 UA	W.5 W.6 UA	W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3	W.1 W.3 W.4 W.5 UA
g. Recognize and read grade-appropriate irregularly spelled words.	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA

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Reading Foundational Skills						
Fluency	Unit R	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5
RF.1.4 Read with sufficient accuracy and fluency to support comprehension.	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6
a. Read on-level text with purpose and understanding.	W.2 W.6	W.1 W.2 W.3 W.5 W.6	W.1	W.1 W.3		
b. Read on-level text orally with accuracy, appropriate rate, and expression on successive readings.		W.2 W.3 W.4 W.5	W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6
c. Use context to confirm or self-correct word recognition and understanding, rereading as necessary.	W.3 W.5	W.1	W.2 W.5	W.6	W.1	W.4

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Reading Literature						
Key Ideas and Details	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
RL.2.1 Ask and answer such questions as <i>who, what, where, when, why,</i> and <i>how</i> to demonstrate understanding of key details in a text.	W.1 W.3 W.5 W.6 UA	W.1 W.2 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.6 UA	W.1 W.2 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.3 W.5 W.6
RL.2.2 Recount stories, including fables and folktales from diverse cultures, and determine their central message, lesson, or moral.	W.1 UA	W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.6	W.1 W.4 W.5 W.6 UA	W.2 W.3 W.4 UA	W.5
RL.2.3 Describe how characters in a story respond to major events and challenges.	W.1 W.2 W.3 W.6 UA	W.1 W.4 W.5 UA	W.1 W.2 W.3 W.4 UA	W.1 W.4 W.5 UA	W.2 W.3 W.4 W.5 W.6 UA	W.1 W.5
Craft and Structure	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
RL.2.4 Describe how words and phrases (e.g., regular beats, alliteration, rhymes, repeated lines) supply rhythm and meaning in a story, poem, or song.	W.1	W.2 W.4 W.5	W.1 W.3	W.2 W.4	W.2	W.1 W.2 W.3
RL.2.5 Describe the overall structure of a story, including describing how the beginning introduces the story and the ending concludes the action.	W.1 W.3 W.5 W.6 UA	W.4 W.5 UA	W.1 W.2 W.4 W.6 UA	W.1 W.2 W.4 W.5 UA	W.2 W.3 W.4 W.6 UA	W.3 W.6
RL.2.6 Acknowledge differences in the points of view of characters, including by speaking in a different voice for each character when reading dialogue aloud.	W.5	W.4	W.3 W.6	W.1 W.4	W.1 W.2 W.3 W.4	W.5

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Reading Literature						
Integration of Knowledge and Ideas	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
RL.2.7 Use information gained from the illustrations and words in a print or digital text to demonstrate understanding of its characters, setting, or plot.	W.1 W.5 W.6 UA	W.5	W.2 W.3	W.4 W.5 W.6	W.2 W.4 W.5 W.6	W.1 W.5 W.6
RL.2.8 (Not applicable to literature)						
RL.2.9 Compare and contrast two or more versions of the same story (e.g., Cinderella stories) by different authors or from different cultures.		W.5 W.6	W.3			
Range of Reading and Level of Text Complexity	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
RL.2.10 By the end of the year, read and comprehend literature, including stories and poetry, in the grades 2–3 text complexity band proficiently, with scaffolding as needed at the high end of the range.		W.1	W.2 W.3 W.4	W.1 W.4 W.5	W.1 W.2	W.2 W.5

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Reading Informational						
Key Ideas and Details	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
RI.2.1 Ask and answer such questions as <i>who</i> , <i>what</i> , <i>where</i> , <i>when</i> , <i>why</i> , and <i>how</i> to demonstrate understanding of key details in a text.	W.2 W.4 W.5	W.1 W.2 W.3 W.6	W.1 W.5 W.6 UA	W.1 W.2 W.3 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.4 W.5 W.6 UA
RI.2.2 Identify the main topic of a multiparagraph text as well as the focus of specific paragraphs within the text.	W.2 W.4 W.6	W.2 W.3 W.6	W.5 UA	W.2 W.3 UA	W.4 W.5	W.2 W.3 W.4 W.6 UA
RI.2.3 Describe the connection between a series of historical events, scientific ideas or concepts, or steps in technical procedures in a text.	W.3	W.4	W.5 UA	W.2 W.4	W.3	W.2 W.6 UA
Craft and Structure	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
RI.2.4 Determine the meaning of words and phrases in a text relevant to a grade 2 topic or subject area.	W.2 W.4	W.2 W.3	W.5	W.1 W.2 W.3	W.1	W.2 W.4
RI.2.5 Know and use various text features (e.g., captions, bold print, subheadings, glossaries, indexes, electronic menus, icons) to locate key facts or information in a text efficiently.	W.2 W.3 W.4 W.5	W.3 W.4 W.5	W.2 W.4 W.5	W.1 W.2 W.3 W.4 W.5	W.1 W.4 W.5	W.2 W.3 W.4
RI.2.6 Identify the main purpose of a text, including what the author wants to answer, explain, or describe.	W.2 W.3 W.4	W.1 W.2 W.3 W.6	W.1 W.5	W.2 W.3 W.4 W.5	W.1 W.3 W.4	W.2 W.4 W.5 W.6 UA
Integration of Knowledge and Ideas	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
RI.2.7 Explain how specific images (e.g., a diagram showing how a machine works) contribute to and clarify a text.	W.3	W.2	W.1 W.5	W.2 W.3	W.2 W.3	W.1 W.4

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Reading Informational						
Integration of Knowledge and Ideas	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
RI.2.8 Describe how reasons support specific points the author makes in a text.			W.1 W.5	W.2	W.4	W.1 W.2 W.4
RI.2.9 Compare and contrast the most important points presented by two texts on the same topic.	W.2			W.3	W.1	W.2 W.4 UA
Range of Reading and Level of Text Complexity	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
RI.2.10 By the end of year, read and comprehend informational texts, including history/social studies, science, and technical texts, in the grades 2–3 text complexity band proficiently, with scaffolding as needed at the high end of the range.			W.5	W.2 W.3	W.1	W.4

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Writing						
Text Types and Purposes	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
W.2.1 Write opinion pieces in which they introduce the topic or book they are writing about, state an opinion, supply reasons that support the opinion, use linking words (e.g., <i>because</i> , <i>and</i> , <i>also</i>) to connect opinion and reasons, and provide a concluding statement or section.			W.2 W.5	W.1 W.5 UA	UA	W.2 W.3 W.5
W.2.2 Write informative/explanatory texts in which they introduce a topic, use facts and definitions to develop points, and provide a concluding statement or section.	W.2 W.4 W.6 UA	W.2 W.3 UA	W.1 W.2 UA	W.2 W.3 UA	UA	W.1 W.2 W.3 W.4 W.5
W.2.3 Write narratives in which they recount a well-elaborated event or short sequence of events, include details to describe actions, thoughts, and feelings, use temporal words to signal event order, and provide a sense of closure.	W.1 W.3 W.5 UA	W.1 W.4 W.5 UA	W.1 W.2 W.3 W.4 UA	W.4 W.5	W.1 W.2 W.3 W.4 W.5	W.1 W.2 UA
Production and Distribution of Writing	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
W.2.4 Begins in in grade 3						
W.2.5 With guidance and support from adults and peers, focus on a topic and strengthen writing as needed by revising and editing.	W.1 W.2 W.3 W.4 W.5 UA	W.1 W.2 W.3 W.4 W.5 UA	W.1 W.2 W.3 W.4 W.5 UA	W.1 W.2 W.3 W.4 W.5 UA	W.1 W.2 W.3 W.4 W.5 UA	W.1 W.2 W.3 W.4 W.5 UA
W.2.6 With guidance and support from adults, use a variety of digital tools to produce and publish writing, including in collaboration with peers.		W.2	W.2 W.5	W.5	W.1 W.3 W.5	W.1 W.3
Research to Build and Present Knowledge	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
W.2.7 Participate in shared research and writing projects (e.g., read a number of books on a single topic to produce a report; record science observations).	W.1 W.2 W.3 W.4	W.2	W.1	W.5	W.5	W.1 W.2 W.4

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Writing						
Research to Build and Present Knowledge	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
W.2.8 Recall information from experiences or gather information from provided sources to answer a question.	W.1 W.2 W.3 W.4	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.5	W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5
W.2.9 Begins in grade 4						
W.2.10 Begins in grade 3						

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Speaking and Listening						
Comprehension and Collaboration	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
SL.2.1 Participate in collaborative conversations with diverse partners about grade 2 topics and texts with peers and adults in small and larger groups.	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.4 W.5 W.6
a. Follow agreed-upon rules for discussions (e.g., gaining the floor in respectful ways, listening to others with care, speaking one at a time about the topics and texts under discussion).	W.1 W.2 W.4 W.5	W.1 W.2 W.3 W.4	W.2 W.3	W.1 W.2 W.3 W.4 W.5	W.2 W.3 W.5	W.2 W.3
b. Build on others' talk in conversations by linking their comments to the remarks of others.		W.1	W.2 W.4	W.4 W.5	W.1 W.2	W.3
c. Ask for clarification and further explanation as needed about the topics and texts under discussion.		W.3 W.4 W.5	W.5 W.6	W.4	W.2	W.3
SL.2.2 Recount or describe key ideas or details from a text read aloud or information presented orally or through other media.	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5
SL.2.3 Ask and answer questions about what a speaker says in order to clarify comprehension, gather additional information, or deepen understanding of a topic or issue.	W.4	W.1 W.3	W.1 W.3 W.4	W.2 W.4 W.5	W.2 W.3 W.5	W.2 W.3 W.5
Presentation of Knowledge and Ideas	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
SL.2.4 Tell a story or recount an experience with appropriate facts and relevant, descriptive details, speaking audibly in coherent sentences.	W.4 W.6		W.4	W.2 W.3	W.4	W.1

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Speaking and Listening						
Presentation of Knowledge and Ideas	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
SL.2.5 Create audio recordings of stories or poems; add drawings or other visual displays to stories or recounts of experiences when appropriate to clarify ideas, thoughts, and feelings.	W.4		W.1 W.3	W.4 W.5	W.4	W.2
SL.2.6 Produce complete sentences when appropriate to task and situation in order to provide requested detail or clarification.	W.1 W.2	W.4	W.1 W.3 W.4	W.3 W.5	W.3 W.5	W.1

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Language						
Conventions of Standard English	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
L.2.1 Demonstrate command of the conventions of standard English grammar and usage when writing or speaking.	W.1 W.2 W.3 W.5 W.6 UA	W.1 W.3 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.3 W.5 W.6 UA
a. Use collective nouns (e.g., <i>group</i>).		W.1 W.4 W.6				
b. Form and use frequently occurring irregular plural nouns (e.g., <i>feet, children, teeth, mice, fish</i>).		W.4 W.6 UA	W.2			
c. Use reflexive pronouns (e.g., <i>myself, ourselves</i>).					W.4	
d. Form and use the past tense of frequently occurring irregular verbs (e.g., <i>sat, hid, told</i>).			W.4 W.5 W.6 UA			
e. Use adjectives and adverbs, and choose between them depending on what is to be modified.			W.4	W.1 W.2 W.3 W.4 W.5 W.6 UA		
f. Produce, expand, and rearrange complete simple and compound sentences (e.g., <i>The boy watched the movie; The little boy watched the movie; The action movie was watched by the little boy</i>).	W.1 W.2 W.3 W.4 W.5 W.6			W.3	W.3 W.5	W.3 W.5 W.6

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Language						
Conventions of Standard English	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
L.2.2 Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6
a. Capitalize holidays, product names, and geographic names.		W.2				W.1 UA
b. Use commas in greetings and closings of letters.			W.2	W.1 W.5		W.3 W.4
c. Use an apostrophe to form contractions and frequently occurring possessives.		W.2 W.5			W.5 W.6 UA	
d. Generalize learned spelling patterns when writing words (e.g., <i>cage</i> → <i>badge</i> ; <i>boy</i> → <i>boil</i>).			W.1 W.2 W.4 W.5	W.3	W.5	W.6
e. Consult reference materials, including beginning dictionaries, as needed to check and correct spellings.				W.4	W.1 W.2 W.3	W.2 W.3 W.4
Knowledge of Language	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
L.2.3 Use knowledge of language and its conventions when writing, speaking, reading, or listening.	W.1			W.3	W.3 W.4 W.5	W.5
a. Compare formal and informal uses of English.			W.1 W.3	W.1 W.5	W.2 W.5	

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Language						
Vocabulary Acquisition and Use	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
L.2.4 Determine or clarify the meaning of unknown and multiple meaning words and phrases based on grade 2 reading and content, choosing flexibly from an array of strategies.				W.1 W.4 W.6 UA	W.2 W.3 W.4 W.5 W.6 UA	W.2 W.3 W.4 W.5 W.6
a. Use sentence-level context as a clue to the meaning of a word or phrase.		W.1		W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.5	W.1 W.2 W.3 W.4 W.5 W.6 UA
b. Determine the meaning of the new word formed when a known prefix is added to a known word (e.g., <i>happy/unhappy, tell/retell</i>).			W.2 W.6	W.5 W.6 UA	W.2 W.3 UA	UA
c. Use a known root word as a clue to the meaning of an unknown word with the same root (e.g., <i>addition, additional</i>).				W.3 W.6	W.1 W.6	W.3 W.4
d. Use knowledge of the meaning of individual words to predict the meaning of compound words (e.g., <i>birdhouse, lighthouse, housefly; bookshelf, notebook, bookmark</i>).			W.3 W.4 W.6	W.4	W.4 W.5 W.6 UA	W.2 W.3 W.4
e. Use glossaries and beginning dictionaries, both print and digital, to determine or clarify the meaning of words and phrases.				W.4 W.5	W.2 W.3 W.6	W.1 W.5
L.2.5 Demonstrate understanding of figurative language, word relationships and nuances in word meanings.	W.3 W.5		W.1 W.3 W.5 W.6	W.2 W.3 W.4 W.5 W.6 UA	W.3 W.4 W.5 W.6	W.1 W.4 W.6

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Language						
Vocabulary Acquisition and Use	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
a. Identify real-life connections between words and their use (e.g., <i>describe foods that are spicy or juicy</i>).	W.1 W.2 W.3 W.6		W.6	W.1 W.2 W.3 W.5 W.6	W.1 W.2 W.5 W.6	W.4 W.6
b. Distinguish shades of meaning among closely related verbs (e.g., <i>toss, throw, hurl</i>) and closely related adjectives (e.g., <i>thin, slender, skinny, scrawny</i>).			W.1 W.4	W.2 W.6		
L.2.6 Use words and phrases acquired through conversations, reading and being read to, and responding to texts, including using adjectives and adverbs to describe (e.g., <i>When other kids are happy that makes me happy</i>).	W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.4 W.5

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Reading Foundational Skills						
Phonics and Word Recognition	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
RF.2.3 Know and apply grade-level phonics and word analysis skills in decoding words.	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA
a. Distinguish long and short vowels when reading regularly spelled one-syllable words.	W.1 W.2 W.3 W.6	W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6			
b. Know spelling-sound correspondences for additional common vowel teams.	UA	<u>W.5</u> UA	W.1 W.2 W.4 W.6 UA	W.2 W.3 W.4 W.5 W.6 UA	W.1 W.5 W.6 UA	W.3
c. Decode regularly spelled two-syllable words with long vowels.	W.2 W.3	W.5 W.6		W.1 W.2 W.4 W.6 UA	UA	
d. Decode words with common prefixes and suffixes.			W.5	W.3 W.5 W.6	W.1 W.2 W.3 W.5 W.6	<u>W.1</u> W.4 W.5 W.6
e. Identify words with inconsistent but common spelling-sound correspondences.		W.1 W.3 <u>W.4</u> W.6		W.5	W.4 W.5	

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Reading Foundational Skills						
Phonics and Word Recognition	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
f. Recognize and read grade-appropriate irregularly spelled words.	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 UA	W.4 W.5	W.4 W.5	W.1 W.3 W.4 W.5
Fluency	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
RF.2.4 Read with sufficient accuracy and fluency to support comprehension.	W.1 W.2 W.3 W.4 W.6	W.1 W.5 W.6	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6
a. Read on-level text with purpose and understanding.	W.3	W.3 W.4 W.6		W.4 W.5	W.3 W.4 W.6	W.1 W.2 W.4 W.5
b. Read on-level text orally with accuracy, appropriate rate, and expression on successive readings.	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5 W.6
c. Use context to confirm or self-correct word recognition and understanding, rereading as necessary.		W.5	W.4	W.4 W.5		W.4 W.6

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Reading Literature						
Key Ideas and Details	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
RL.3.1 Ask and answer questions to demonstrate understanding of a text, referring explicitly to the text as the basis for the answers.	W.1 W.2 W.3 W.5 W.6 UA	W.2 W.3 W.4 W.5 W.6 UA	W.2 W.3 W.4 W.6 UA	W.1 W.2 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.2 W.4 W.5 W.6 UA
RL.3.2 Recount stories, including fables, folktales, and myths from diverse cultures; determine the central message, lesson, or moral and explain how it is conveyed through key details in the text.	W.1 W.2 W.3 W.5 W.6 UA	W.2 W.3 W.4 W.5 UA	W.2 W.4 W.6	W.1 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.2 W.4 W.5 W.6 UA
RL.3.3 Describe characters in a story (e.g., their traits, motivations, or feelings) and explain how their actions contribute to the sequence of events.	W.1 W.2 W.3 W.5 W.6 UA	W.2 W.3 W.4 W.6 UA	W.2 W.4 W.6 UA	W.2 W.5	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.2 W.4 W.5 W.6 UA
Craft and Structure	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
RL.3.4 Determine the meaning of words and phrases as they are used in a text, distinguishing literal from nonliteral language.	W.1 W.3 W.5	W.1 W.4 W.5	W.5	W.3 W.5	W.2 W.3 W.5	W.2 W.4 W.6
RL.3.5 Refer to parts of stories, dramas, and poems when writing or speaking about a text, using terms such as chapter, scene, and stanza; describe how each successive part builds on earlier sections.	W.1 W.5 W.6		W.2 W.3 W.5 W.6		W.3	W.4 W.5
RL.3.6 Distinguish their own point of view from that of the narrator or those of the characters.		<u>W.2</u>	W.2 UA	W.1 W.5	W.2 W.5 UA	W.4

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Reading Literature						
Integration of Knowledge and Ideas	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
RL.3.7 Explain how specific aspects of a text’s illustrations contribute to what is conveyed by the words in a story (e.g., create mood, emphasize aspects of a character or setting).	W.3 W.5	W.2 W.3 W.4 W.6	W.4 W.5 W.6	W.5	W.3 W.4 W.5 W.6	W.2 W.4
RL.3.8 Not applicable to literature						
RL.3.9 Compare and contrast the themes, settings, and plots of stories written by the same author about the same or similar characters (e.g., in books from a series).			W.3			W.6
Range of Reading and Level of Text Complexity	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
RL.3.10 By the end of the year, read and comprehend literature, including stories, dramas, and poetry, at the high end of the grades 2–3 text complexity band independently and proficiently.	W.1 W.2 W.3 W.5	W.2 W.3 W.4 W.5	W.2 W.3 W.4 W.6	W.1 W.2	W.1 W.2 W.3 W.4 W.5 W.6	W.2 W.4 W.5

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Reading Informational						
Key Ideas and Details	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
RI.3.1 Ask and answer questions to demonstrate understanding of a text, referring explicitly to the text as the basis for the answers.	W.1 W.3 W.4 <u>W.5</u>	W.1 W.2 W.3 W.4 W.4 W.5 W.6 UA	W.1 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.4 UA	W.1 W.2 W.3 W.4 W.5 W.6
RI.3.2 Determine the main idea of a text; recount the key details and explain how they support the main idea.	W.3 <u>W.5</u>	W.1 W.3 W.4 W.5 W.6 UA	W.1 W.5 W.6 UA	W.1 W.2 <u>W.3</u> W.4 W.6 UA	W.2 W.4 UA	W.1 W.2 W.3 W.5 W.6
RI.3.3 Describe the relationship between a series of historical events, scientific ideas or concepts, or steps in technical procedures in a text, using language that pertains to time, sequence, and cause/effect.	W.1 W.3 W.4 <u>W.5</u> W.6	W.1 <u>W.3</u> <u>W.5</u>	W.1 W.5 UA	W.1 <u>W.2</u> W.3 W.4 W.5 W.6 UA	W.1 W.2 UA	W.1 W.2 <u>W.3</u>
Craft and Structure	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
RI.3.4 Determine the meaning of general academic and domain-specific words and phrases in a text relevant to a grade 3 topic or subject area.	W.4	W.5	W.4 W.6	W.1 W.4		W.3 W.6
RI.3.5 Use text features and search tools (e.g., key words, sidebars, hyperlinks) to locate information relevant to a given topic efficiently.	W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5	W.1 W.3 W.4 W.5	<u>W.1</u> W.2 W.3 W.4 W.6	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4

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Reading Informational						
Craft and Structure	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
RI.3.6 Distinguish their own point of view from that of the author of a text.	<u>W.4</u> <u>W.5</u>	<u>W.4</u>	W.1 W.3 UA	W.1 W.2 W.3 W.4 W.6 UA	W.5	<u>W.3</u>
Integration of Knowledge and Ideas	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
RI.3.7 Use information gained from illustrations (e.g., maps, photographs) and the words in a text to demonstrate understanding of the text (e.g., where, when, why, and how key events occur).	W.1 W.2 W.4 W.5	W.1 W.2 W.3 W.5	W.1 W.3 W.5 W.6	W.1 W.2 W.3 W.4 W.6	W.1 W.2 W.3 W.4	W.1 W.2 W.3 W.6
RI.3.8 Describe the logical connection between particular sentences and paragraphs in a text (e.g., comparison, cause/effect, first/second/third in a sequence).	W.4 W.6	W.1 W.5	W.1 W.3 W.5 W.6 UA	W.3 W.4 W.6		W.2
RI.3.9 Compare and contrast the most important points and key details presented in two texts on the same topic.	W.3	W.2		W.1 W.3	W.1 W.5	
Range of Reading and Level of Text Complexity	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
RI.3.10 By the end of the year, read and comprehend informational texts, including history/social studies, science, and technical texts, at the high end of the grades 2-3 test complexity band independently and proficiently.	W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5	W.1 W.3 W.5	W.1 W.2 W.4	W.1 W.2 W.4 W.5	W.1 W.2 W.3

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Writing						
Text Types and Purposes	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
W.3.1 Write opinion pieces on familiar topics or texts, supporting a point of view with reasons.	UA	W.3	UA	W.1 UA	W.1 W.5 UA	UA
a. Introduce the topic or text they are writing about, state an opinion, and create an organizational structure that lists reasons.		W.3		W.1	W.1 W.5	
b. Provide reasons that support the opinion.		W.3		W.1	W.1 W.5	
c. Use linking words and phrases (e.g., <i>because, therefore, since, for example</i>) to connect opinion and reasons.		W.3		W.1	W.5	
d. Provide a concluding statement or section.		W.3		W.1		
W.3.2 Write informative/explanatory texts to examine a topic and convey ideas and information clearly.	W.1 W.4	W.1 W.2 W.5 UA	W.1 W.2 W.3 W.4 W.5 UA	W.3 W.4 UA	W.1 W.4 W.5 UA	W.2 W.3 W.4 UA
a. Introduce a topic and group related information together; include illustrations when useful to aid in comprehension.	W.3 W.4	W.4 W.5	W.3 W.4 W.5	W.3 W.5	W.3 W.4	W.3 W.5
b. Develop the topic with facts, definitions, and details.	W.3 W.4	W.2 W.5	W.1 W.2 W.3 W.4 W.5	W.3	W.2 W.4 W.5	W.1 W.3 W.4
c. Use linking words and phrases (e.g., <i>also, another, and, more, but</i>) to connect ideas within categories of information.		W.5	W.5			W.3
d. Provide a concluding statement or section.			W.5	W.3		W.3

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Writing						
Text Types and Purposes	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
W.3.3 Write narratives to develop real or imagined experiences or events using effective technique, descriptive details, and clear event sequences.	W.2 W.4 W.5 UA	W.2	W.1 W.2	W.2 W.4 UA	W.2 W.3	W.2 W.4 W.5 UA
a. Establish a situation and introduce a narrator and/or characters; organize an event sequence that unfolds naturally.	W.1 W.2 W.5	W.2	W.1 W.2	W.2 W.4 W.5	W.2 W.3	W.2 W.4 W.5
b. Use dialogue and descriptions of actions, thoughts, and feelings to develop experiences and events or show the response of characters to situations.	W.1 W.2 W.5	W.2 W.4	W.1 W.2	W.2 W.4	W.3	W.4 W.5
c. Use temporal words and phrases to signal event order.			W.1	W.2 W.4 W.5		
d. Provide a sense of closure.	W.2		W.2	W.1		
Production and Distribution of Writing	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
W.3.4 With guidance and support from adults, produce writing in which the development and organization are appropriate to task and purpose. (Grade-specific expectations for writing types are defined in standards 1-3 above)	W.3	W.1 W.3 W.4 W.5	W.2 W.3 W.5	W.1 W.4	W.1 W.3 W.4 W.5	W.1 W.2 W.4
W.3.5 With guidance and support from peers and adults, develop and strengthen writing as needed by planning, revising, and editing. (Editing for conventions should demonstrate command of Language standards 1-3 and up to and including grade 3 on pages 28 and 29)	W.1 W.3 W.5	W.1 W.2 W.3 W.4 W.5	W.2 W.3 W.5	W.1 W.2 W.3 W.5	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5
W.3.6 With guidance and support from adults, use technology to produce and publish writing (using keyboarding skills) as well as to interact and collaborate with others.	W.1 W.5	W.1 W.2	W.1 W.5	W.4	W.2 W.4	W.1 W.2 W.3

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Writing						
Research to Build and Present Knowledge	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
W.3.7 Conduct short research projects that build knowledge about a topic.	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5	W.1 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5
W.3.8 Recall information from experiences or gather information from print and digital sources; take brief notes on sources and sort evidence into provided categories.	W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5
W.3.9 Begins in grade 4						
Range of Writing	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
W.3.10 Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of discipline-specific tasks, purposes, and audiences.	W.1 W.2 W.3 W.4 W.5 UA	W.2 W.3 W.4 W.6 UA	UA	W.5 UA	W.1 W.2 W.4 W.5 W.6 UA	W.1 W.2 W.5 UA

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Speaking and Listening						
Comprehension and Collaboration	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
SL.3.1 Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grade 3 topics and texts, building on others' ideas and expressing their own clearly.	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.3 W.5 W.6	W.1 W.2 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6
a. Come to discussions prepared, having read or studied required material; explicitly draw on that preparation and other information known about the topic to explore ideas under discussion.	W.2 W.5	W.2 W.3	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5		W.2 W.3
b. Follow agreed-upon rules for discussions (e.g., gaining the floor in respectful ways, listening to others with care, speaking one at a time about the topics and texts under discussion).	W.2 W.4	W.2 W.3 W.5	W.4 W.5	W.3 W.4 W.5	W.1 W.2 W.3 W.4	W.2 W.4
c. Ask questions to check understanding of information presented, stay on topic, and link their comments to the remarks of others.	W.2		W.1 W.3 W.4	W.1 W.2 W.3 W.4	W.3 W.5	W.5 W.6
d. Explain their own ideas and understanding in light of the discussion.	W.2	W.3 W.4	W.1	W.4	W.2 W.5	W.3
SL.3.2 Determine the main ideas and supporting details of a text read aloud or information presented in diverse media and formats, including visually, quantitatively, and orally.		W.5	W.1 W.2	W.1		W.2 W.3 W.4 W.5
SL.3.3 Ask and answer questions about information from a speaker, offer appropriate elaboration and detail.		W.1 W.4	W.1 W.4	W.1 W.2 W.4		W.2 W.3

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Speaking and Listening						
Presentation of Knowledge and Ideas	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
SL.3.4 Report on a topic or text, tell a story, or recount an experience with appropriate facts and relevant, descriptive details, speaking clearly at an understandable pace.	W.1 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5 W.6
SL.3.5 Create engaging audio recordings of stories or poems that demonstrate fluid reading at an understandable pace; add visual displays when appropriate to emphasize or enhance certain facts or details.	W.1 W.2		W.1 W.2 W.3 W.4 W.5	W.1 W.2		W.1 W.2 W.3 W.4 W.5
SL.3.6 Speak in complete sentences when appropriate to task and situation in order to provide requested detail or clarification. (See grade 3 Language standards 1 and 3 on page 26 for specific expectations.)	W.1			W.2 W.4		W.5

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Language						
Conventions of Standard English	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
L.3.1 Demonstrate command of the conventions of standard English grammar and usage when writing or speaking.	W.1 W.2 W.4 W.6 UA	W.4 UA	W.3 W.4 W.6 UA	W.1 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 UA	W.1 W.2 W.3 W.4 UA
a. Explain the function of nouns, pronouns, verbs, adjectives, and adverbs in general and their functions in particular sentences.		W.1 W.2 W.6 UA	W.1 W.2 W.4 W.5 W.6	W.1 W.2 W.3 W.6 UA	W.1 W.2 W.3 W.6 UA	W.1
b. Form and use regular and irregular plural nouns.	W.2 UA	W.2 W.3 W.5 W.6 UA		W.1 W.6 UA		
c. Use abstract nouns (e.g., <i>childhood</i>).		W.1 W.2				
d. Form and use regular and irregular verbs.	UA		W.1 W.5			
e. Form and use the simple (e.g., <i>I walked; I walk; I will walk</i>) verb tenses.			W.1 W.2 W.4 W.5 UA			
f. Ensure subject-verb and pronoun-antecedent agreement.*	W.3 W.4 W.5		W.3 W.6 UA	W.2 W.3 W.6 UA		
g. Form and use comparative and superlative adjectives and adverbs, and choose between them depending on what is to be modified.	UA				W.2 W.4 W.6 UA	

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Language						
Conventions of Standard English	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
h. Use coordinating and subordinating conjunctions.				W.1 W.2	W.5 UA	W.3 W.6 UA
i. Produce simple, compound, and complex sentences.	W.1 W.2 W.5 W.6		W.4 W.5	W.2 W.3	W.5	W.3 W.6
L.3.2 Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.	W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 UA	W.2 W.3 W.4 UA	W.1 W.2 W.3 W.4 W.5 UA	W.3 W.4 W.5 UA	W.1 W.2 W.3 W.4 W.6 UA
a. Capitalize appropriate words in titles.					W.5	W.1
b. Use commas in addresses.						W.4
c. Use commas and quotation marks in dialogue.			W.2	W.2		W.5 W.6 UA
d. Form and use possessives.		W.4 W.5 W.6 UA				
e. Use conventional spelling for high-frequency and other studied words and for adding suffixes to base words (e.g., <i>sitting, smiled, cries, happiness</i>).	W.2 W.3 W.4 W.5 W.6		W.1 W.4 W.5	W.1 W.3 W.4 W.6	W.5 W.6	W.1 W.3 W.4 W.6

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Language						
Conventions of Standard English	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
f. Use spelling patterns and generalizations (e.g., word families, position-based spellings, syllable patterns, ending rules, meaningful word parts) in writing words.	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.5 W.6	W.1 W.2 W.3 W.4 W.6	W.1 W.2 W.3 W.4 W.5 W.6
g. Consult reference materials, including beginning dictionaries, as needed to check and correct spellings.			W.1 W.2 W.4 W.5	W.1		W.4 W.5
Knowledge of Language	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
L.3.3 Use knowledge of language and its conventions when writing, speaking, reading, or listening.	W.3 W.5	W.3	W.1 W.2	W.3 W.4 W.5 W.6	W.1	W.3 W.4
a. Choose words and phrases for effect.	W.1 W.3 W.4	W.1 W.2 W.3 W.5	W.1 W.2 W.4 W.5	W.4 W.5	W.1 W.3 W.4 W.6	W.1 W.2 W.3 W.4 W.5
b. Recognize and observe differences between the conventions of spoken and written standard English.	W.2 W.4				W.2	
Vocabulary Acquisition and Use	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
L.3.4 Determine or clarify the meaning of unknown and multiple-meaning word and phrases based on grade 3 reading and content, choosing flexibly from a range of strategies.	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6

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Language						
Vocabulary Acquisition and Use	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
a. Use sentence-level context as a clue to the meaning of a word or phrase.	<u>W.1</u> W.2 W.3 W.4 <u>W.5</u> UA	W.1 W.2 <u>W.3</u> W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 <u>W.5</u> W.6 UA	W.1 W.2 W.3 W.5 W.6 UA	W.2 W.3 W.5 W.6 UA
b. Determine the meaning of the new word formed when a known affix is added to a known word (e.g., <i>agreeable/disagreeable, comfortable/uncomfortable, care/careless, heat/preheat</i>).	W.5 UA		W.4 W.5 UA	W.4	W.5	W.1 W.4 W.6 UA
c. Use a known root word as a clue to the meaning of an unknown word with the same root (e.g., <i>company, companion</i>).	W.6		W.5			<u>W.1</u> W.4 W.5
d. Use glossaries or beginning dictionaries, both print and digital, to determine or clarify the precise meaning of key words and phrases.	W.3 W.6 UA	W.1	W.2 W.3 W.6 UA	W.1 W.2 W.5 W.6		W.3 W.6
L.3.5 Demonstrate understanding of word relationships and nuances in word meanings.		W.1 W.2 W.4 UA	W.1 W.2 W.3	W.3 W.5 UA	W.1 UA	W.2 W.3 W.6 UA
a. Distinguish the literal and nonliteral meanings of words and phrases in context (e.g., <i>take steps</i>).		W.1 W.4	W.1 W.3			W.2 W.3
b. Identify real-life connections between words and their use (e.g., describe people who are <i>friendly</i> or <i>helpful</i>).	W.2 W.3 W.4		W.2 W.6	W.4		W.3
c. Distinguish shades of meaning among related words that describe states of mind or degrees of certainty (e.g., <i>knew, believed, suspected, heard, wondered</i>).	W.1				W.1	W.5

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Language						
Vocabulary Acquisition and Use	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
L.3.6 Acquire and use accurately grade-appropriate conversational, general academic, and domain-specific words and phrases, including those that signal spatial and temporal relationships (e.g., <i>After dinner that night we went looking for them</i>).	W.1	W.1	W.1	W.1	W.1	W.1
	W.2	W.2	W.2	W.2	W.2	W.2
	W.3	W.3	W.3	W.3	W.3	W.3
	W.4	W.4	W.4	W.4	W.4	W.4
	W.5	W.5	W.5	W.5	W.5	W.5
	W.6	W.6	W.6	W.6	W.6	W.6
	W.6	W.6	W.6	W.6	W.6	W.6

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Reading Foundational Skills						
Phonics and Word Recognition	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
RF.3.3 Know and apply grade-level phonics and word analysis skills in decoding words.	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA
a. Identify and know the meaning of the most common prefixes and derivational suffixes.	W.5	W.1	W.2 W.4 W.5 W.6 UA	W.3 W.4 W.5 W.6 UA	W.5 W.6	W.4 W.5 W.6 UA
b. Decode words with common Latin suffixes.			W.4 W.5	W.4 W.5 W.6	W.5 W.6	W.1 W.3 W.4 W.6
c. Decode multi-syllable words.	W.1 W.2 W.3 W.5 W.6 UA	W.1 W.2 UA	W.3 UA	W.1 W.5 W.6 UA	W.1 W.2 W.3 W.4 UA	W.2 W.3 W.4 W.5 UA
d. Read grade-appropriate irregularly spelled words.	W.1 W.2 W.3 W.4 W.5	W.1 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5 UA	W.1 W.2 W.3 W.4 W.5

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Reading Foundational Skills						
Fluency	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
RF.3.4 Read with sufficient accuracy and fluency to support comprehension.	W.2 W.4 W.5	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6
a. Read grade-level text with purpose and understanding.	W.1 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4	W.2 W.3 W.4	W.3	W.1
b. Read grade-level prose and poetry orally with accuracy, appropriate rate, and expression.	W.1 W.2 W.4 W.5 W.6	W.1 W.2 W.3 W.5 W.6	W.1 W.3 W.4 W.5	W.1 W.3 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6
c. Use context to confirm or self-correct word recognition and understanding, rereading as necessary.	W.2 W.6	W.4	W.1 W.3 W.4	W.2 W.3	W.2 W.4 W.6	W.2 W.3 W.6

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Reading Literature						
Key Ideas and Details	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
RL.4.1 Refer to details and examples in a text when explaining what the text says explicitly and when drawing inferences from the text.	W.1 W.2 W.3 W.4 W.6 UA	W.1 W.2 W.3 W.6	W.3 W.5 W.6	W.1 W.5 W.6 UA	W.3 W.5 W.6 UA	W.3 W.4 W.6
RL.4.2 Determine a theme of a story, drama, or poem from details in the text; summarize the text.	W.1 W.2 W.3 W.4 W.6 UA	W.2 W.3	W.3 W.5	W.1	W.3 W.5 W.6 UA	W.6
RL.4.3 Describe in depth a character, setting, or event in a story or drama, drawing on specific details in the text (e.g., a character's thoughts, words, or actions).	W.1 W.2 W.3 W.4 W.6 UA	W.1 W.2 <u>W.3</u> W.6	W.3 W.5 W.6	W.1 W.5 W.6 UA	<u>W.2</u> W.3 W.5 W.6 UA	W.3 W.4 W.6
Craft and Structure	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
RL.4.4 Determine the meaning of words and phrases as they are used in a text, including those that allude to significant characters found in mythology (e.g., Herculean).			W.3 W.5	UA		W.3 W.4
RL.4.5 Explain major differences between poems, drama, and prose, and refer to the structural elements of poems (e.g., verse, rhythm, meter) and drama (e.g., casts of characters, setting descriptions, dialogue, stage directions) when writing or speaking about a text.		W.3	W.1	W.2		W.4
RL.4.6 Compare and contrast the point of view from which different stories are narrated, including the difference between first- and third person narrations.	W.1 W.2 W.3		W.3		W.5	W.3

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Reading Literature						
Integration of Knowledge and Ideas	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
RL.4.7 Make connections between the text of a story or drama and a visual or oral presentation of the text, identifying where each version reflects specific descriptions and directions in the text.	W.1 W.2	W.3				W.4
RL.4.8 Not applicable to literature						
RL.4.9 Compare and contrast the treatment of similar themes and topics (e.g., opposition of good and evil) and patterns of events (e.g., the quest) in stories, myths, and traditional literature from different cultures.	W.4 W.6		W.3	W.1		W.6
Range of Reading and Level of Text Complexity	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
RL.4.10 By the end of the year, read and comprehend literature, including stories, dramas, and poetry, in the grades 4–5 text complexity band proficiently, with scaffolding as needed at the high end of the range.	W.2 W.3 W.4	W.1 W.2 W.3 W.4	W.3	W.1 W.5	W.3 W.5	W.3 W.4

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Reading Informational						
Key Ideas and Details	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
RI.4.1 Refer to details and examples in a text when explaining what the text says explicitly and when drawing inferences from the text.	W.1 W.2 W.5 UA	W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.6 UA	W.1 W.2 W.4 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA
RI.4.2 Determine the main idea of a text and explain how it is supported by key details; summarize the text.	W.2 W.5 W.6 UA	W.4 W.5 W.6 UA	W.1 W.2 W.4 W.5 W.6 UA	W.2 W.3 W.4 W.6 UA	W.1 W.2 W.4 W.6 UA	W.1 W.2 W.5 W.6 UA
RI.4.3 Explain events, procedures, ideas, or concepts in a historical, scientific, or technical text, including what happened and why, based on specific information in the text.	W.2 W.5	W.4 W.5 UA	W.1 W.2 W.4 UA	W.1 W.2 W.3 W.4 W.6 UA	W.1 W.2 W.4 UA	W.1 W.2 W.3 W.4 W.6 UA
Craft and Structure	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
RI.4.4 Determine the meaning of general academic and domain-specific words or phrases in a text relevant to a grade 4 topic or subject area.	W.5	W.1 W.4	W.1 W.4	W.3	W.2 W.5	W.5
RI.4.5 Describe the overall structure (e.g., chronology, comparison, cause/effect, problem/solution) of events, ideas, concepts, or information in a text or part of a text.	W.5 W.6	W.1 W.2 W.4 W.5	W.2 W.4 W.5 W.6	W.2 W.3 W.5 W.6	W.3 W.4 W.5 W.6	W.1 W.2 W.4 W.5 W.6
RI.4.6 Compare and contrast a firsthand and secondhand account of the same event or topic; describe the differences in focus and the information provided.					W.2 W.5 W.6	

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Reading Informational						
Integration of Knowledge and Ideas	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
RI.4.7 Interpret information presented visually, orally, or quantitatively (e.g., in charts, graphs, diagrams, time lines, animations, or interactive elements on Web pages) and explain how the information contributes to an understanding of the text in which it appears.	W.1 W.2 W.3 W.4	W.1 W.2 W.4 W.5	W.1 W.2 W.3 W.4 W.6	W.2 W.3 W.4 W.6	W.1 W.3 W.4 W.5	W.2 W.4 W.5 W.6 UA
RI.4.8 Explain how an author uses reasons and evidence to support particular points in a text.	W.2 W.5 UA	W.1 W.4 W.6 UA	W.1 W.6 UA	W.2 UA	W.1 W.2 W.6 UA	W.2 W.4 W.6 UA
RI.4.9 Integrate information from two texts on the same topic in order to write or speak about the subject knowledgeably.	W.2 W.3	W.5	W.1 W.2	W.2	W.2 W.4 W.5	W.2 W.4 W.6
Range of Reading and Level of Text Complexity	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
RI.4.10 By the end of the year, read and comprehend informational texts, including history/social studies, science, and technical texts, in the grades 4-5 text complexity band proficiently, with scaffolding as needed at the high end of the range.	W.5	W.4 W.5	W.2 W.4	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4	W.1 W.2 W.4 W.5 W.6

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Writing						
Text Types and Purposes	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
W.4.1 Write opinion pieces on topics or texts, supporting a point of view with reasons and information.	UA	W.2 W.5	UA	W.1 W.4 UA	W.2 W.4 UA	W.2 UA
a. Introduce a topic or text clearly, state an opinion, and create an organizational structure in which related ideas are grouped to support the writer's purpose.				W.4	W.1 W.4	W.2
b. Provide reasons that are supported by facts and details.				W.4	W.4	W.2
c. Link opinion and reasons using words and phrases (e.g., <i>for instance, in order to, in addition</i>).					W.4	
d. Provide a concluding statement or section related to the opinion presented.					W.4	
W.4.2 Write informative/explanatory texts to examine a topic and convey ideas and information clearly.	W.1 W.2 W.3 W.4 UA	W.2 W.4 W.5 UA	W.1 W.2 W.4 W.6 UA	W.2 W.3 UA	W.4 W.5 UA	W.1 UA
a. Introduce a topic clearly and group related information in paragraphs and sections; include formatting (e.g., headings), illustrations, and multimedia when useful to aiding comprehension.	W.2 W.4	W.1 W.2 W.4 W.5	W.1 W.2 W.4 W.5	W.2 W.3		W.1 W.3
b. Develop the topic with facts, definitions, concrete details, quotations, or other information and examples related to the topic.	W.2	W.2 W.4 W.5	W.2 W.5	W.3		W.1 W.2
c. Link ideas within categories of information using words and phrases (e.g., <i>another, for example, also, because</i>).		W.2 W.4		W.3		W.1
d. Use precise language and domain-specific vocabulary to inform about or explain the topic.		W.4 W.5	W.2 W.4			W.2
e. Provide a concluding statement or section related to the information or explanation presented.						W.1

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Writing						
Text Types and Purposes	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
W.4.3 Write narratives to develop real or imagined experiences or events using effective technique, descriptive details, and clear event sequences.	W.1 W.2 W.3 W.5 UA		W.1 W.3 W.6	W.1 W.2 W.5 UA	W.1 W.2 W.3 W.5	W.3 W.4 W.5 UA
a. Orient the reader by establishing a situation and introducing a narrator and/or characters; organize an event sequence that unfolds naturally.	W.1 W.3 W.4 W.5		W.1 W.3	W.1 W.5	W.1 W.2 W.5	W.3 W.4 W.5
b. Use dialogue and description to develop experiences and events or show the responses of characters to situations.			W.3	W.1 W.5	W.5	W.3 W.4
c. Use a variety of transitional words and phrases to manage the sequence of events.	W.5			W.1	W.2 W.3	W.5
d. Use concrete words and phrases and sensory details to convey experiences and events precisely.	W.1 W.2 W.3	W.3	W.1	W.1 W.2 W.5	W.1 W.2 W.3 W.5	W.1 W.3 W.4 W.5
e. Provide a conclusion that follows from the narrated experiences or events.	W.1			W.1	W.1 W.2 W.5	W.4 W.5
Production and Distribution of Writing	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
W.4.4 Produce clear and coherent writing in which the development and organization are appropriate to task, purpose, and audience. (Grade specific expectations for writing types are define don standards 1-3 above).	W.1 W.2 W.3 W.5 UA	W.1 W.2 W.3 W.4 W.5 UA	W.1 W.2 W.4 W.6 UA	W.1 W.2 W.3 W.5 UA	W.1 W.2 W.3 W.4 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA
W.4.5 With guidance and support from peers and adults, develop and strengthen writing as needed by planning, revising, and editing. (Editing for conventions should demonstrate command of Language standards 1-3 up to and including grade 4 on pages 28-29.)	W.1 W.2 W.3	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5	W.2 W.4	W.1 W.2 W.3 W.4	W.2 W.3 W.4 W.5

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Writing						
Production and Distribution of Writing	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
W.4.6 With some guidance and support from adults, use technology, including the Internet, to produce and publish writing as well as to interact and collaborate with others; demonstrate sufficient command of key boarding skills to type a minimum of one page on a single sitting.	W.1 W.2	W.4	W.4	W.5	W.5	W.1 W.4 W.5
Research to Build and Present Knowledge	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
W.4.7 Conduct short research projects that build knowledge through investigation of different aspects of a topic.	W.1 W.2 W.3 W.5	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5	W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5
W.4.8 Recall relevant information from experiences or gather relevant information from print and digital sources; take notes and categorize information, and provide a list of sources.	W.1 W.3	W.1 W.2 W.3 W.4	W.1 W.3 W.4	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5
W.4.9 Draw evidence from literary or informational texts to support analysis, reflection, and research.		W.2 W.4 W.5	W.1 W.2 W.3		W.2 W.3	W.2
a. Apply grade 4 Reading standards to literature (e.g., “Describe in depth a character, setting, or event in a story or drama, drawing on specific details in the text [e.g., a character’s thoughts, words, or actions].”).	W.1	W.1 W.3	W.3 W.5	W.5	W.2	
b. Apply grade 4 Reading standards to informational texts (e.g., “Explain how an author uses reasons and evidence to support particular points in a text”).	W.2		W.1 W.2 W.4	W.3 W.4		
Range of Writing	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
W.4.10 Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or day or two) for a range of discipline-specific tasks, purposes, and audiences.	W.1		W.3 W.5	W.2		

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Speaking and Listening						
Comprehension and Collaboration	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
SL.4.1 Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grade 4 topics and texts, building on others' ideas and expressing their own clearly.	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6
a. Come to discussions prepared, having read or studied required material; explicitly draw on that preparation and other information known about the topic to explore ideas under discussion.	W.1 W.3 W.4	W.2			W.4	
b. Follow agreed-upon rules for discussions and carry out assigned roles.	W.1 W.2 W.3 W.5	W.2 W.4	W.1 W.3 W.4	W.2 W.3 W.4	W.1 W.2 W.4 W.5	W.2 W.3 W.5
c. Pose and respond to specific questions to clarify or follow up on information, and make comments that contribute to the discussion and link to the remarks of others.	W.1 W.2	W.2 W.4	W.1 W.2	W.4	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.4
d. Review the key ideas expressed and explain their own ideas and understanding in light of the discussion.	W.1		W.4			
SL.4.2 Paraphrase portions of a text read aloud or information presented in diverse media and formats, including visually, quantitatively, and orally.		W.3	W.4	W.2	W.3	W.1
SL.4.3 Identify the reasons and evidence a speaker provides to support particular points.	W.4			W.1 W.4		
Presentation of Knowledge and Ideas	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
SL.4.4 Report on a topic or text, tell a story, or recount an experience in an organized manner, using appropriate facts and relevant, descriptive details to support main ideas or themes; speak clearly at an understandable pace.	W.2 W.3 W.4	W.1 W.2 W.4	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5

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Speaking and Listening						
Presentation of Knowledge and Ideas	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
SL.4.5 Add audio recordings and visual displays to presentations when appropriate to enhance the development of main ideas or themes.	W.1 W.2	W.1		W.2		
SL.4.6 Differentiate between contexts that call for formal English (e.g., presenting ideas) and situations where informal discourse is appropriate (e.g., small-group discussion); use formal English when appropriate to task and situation. (See grade 4 Language standards 1 and 3 on page 28 for specific expectations.)		W.3 W.4	W.1			

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Language						
Conventions of Standard English	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
L.4.1 Demonstrate command of the conventions of standard English grammar and usage when writing or speaking.	W.2 W.3 W.4 W.5 W.6 UA	W.2 W.3 W.4 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.6 UA
a. Use relative pronouns (<i>who, whose, whom, which, that</i>) and relative adverbs (<i>where, when, why</i>).	W.5				W.1 W.2 W.3	W.4
b. Form and use the progressive (e.g., <i>I was walking; I am walking; I will be walking</i>) verb tenses.	W.2	W.4	W.1 W.2 W.6 UA			
c. Use modal auxiliaries (e.g., <i>can, may, must</i>) to convey various conditions.			W.2			
d. Order adjectives within sentences according to conventional patterns (e.g., <i>a small red bag rather than a red small bag</i>).					W.1 W.6	
e. Form and use prepositional phrases.					W.5 W.6 UA	
f. Produce complete sentences, recognizing and correcting inappropriate fragments and run-ons.*	W.3 W.4 W.6		W.3 W.5		W.1 W.2 W.5	W.2
g. Correctly use frequently confused words (e.g., <i>to, too, two; there, their</i>).*			W.2 W.6		W.1 W.6	

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Language						
Conventions of Standard English	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
L.4.2 Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.	W.1 W.2 W.3 W.4 W.6 UA	W.1 W.2 W.3 W.4 W.6 UA	W.1 W.4 W.5 UA	W.2 W.3 W.4 W.6 UA	W.2 W.3 W.4 UA	W.2 W.4 W.5 UA
a. Use correct capitalization.	W.1 W.2	W.1				W.2 W.4 W.5 W.6 UA
b. Use commas and quotation marks to mark direct speech and quotations from a text.		W.1				W.3 W.4 W.6 UA
c. Use a comma before a coordinating conjunction.	W.4					W.1 W.3 W.5 W.6 UA
d. Form and use possessives.	W.1 W.2 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6
Knowledge of Language	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
L.4.3 Use knowledge of language and its conventions when writing, speaking, reading, or listening.	W.5	W.1 W.2 W.6	W.2 W.6	W.5	W.2 W.3	W.2

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Language						
Knowledge of Language	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
a. Choose words and phrases to convey ideas precisely.*	W.1 W.2 W.3 W.4	W.1 W.3 W.4	W.1 W.3 W.5	W.1 W.2 W.5	W.1 W.3 W.4	W.1 W.2 W.3 W.4
b. Choose punctuation for effect.*	W.1 W.6				W.2 W.5	
c. Differentiate between contexts that call for formal English (e.g., presenting ideas) and situations where informational discourse is appropriate (e.g., small-group discussion).	W.4 W.5	W.2 W.4	W.1 W.2 W.4		W.3	
Vocabulary Acquisition and Use	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
L.4.4 Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on grade 4 reading and content, choosing flexibly from a range of strategies.	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA
a. Use context (e.g., definitions, examples, or restatements in text) as a clue to the meaning of a word or phrase.	<u>W.1</u> W.6 UA	W.1 W.2 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.3 W.4 W.5 W.6 UA
b. Use common, grade-appropriate Greek and Latin affixes and roots as clues to the meaning of a word (e.g., <i>telegraph</i> , <i>photograph</i> , <i>autograph</i>).	W.1 W.5 W.6	W.1 W.3 W.4 W.6	W.1 W.2 W.3 W.4 W.5 W.6	<u>W.1</u> W.2 W.3 W.4 W.5 W.6	W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.4 W.5 W.6

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Language						
Vocabulary Acquisition and Use	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
c. Consult reference materials (e.g., dictionaries, glossaries, thesauruses), both print and digital, to find the pronunciation and determine or clarify the precise meaning of key words and phrases.	W.3 W.6	W.2 W.5 W.6		W.3 W.4 W.6	W.1 W.5 W.6	W.2 W.3 W.6 UA
L.4.5 Demonstrate understanding of figurative language, word relationships, and nuances in word meanings.	W.2 W.4 W.5	W.1 W.3 W.4 W.5	W.1 W.3 W.4 W.5	W.3 W.4	W.1 W.2 W.3	W.1 W.4 W.5
a. Explain the meaning of simple similes and metaphors (e.g., <i>as pretty as a picture</i>) in context.		W.2 W.5	W.3	W.5		W.1 W.3
b. Recognize and explain the meaning of common idioms, adages, and proverbs.		W.3		W.1 W.4		W.5
c. Demonstrate understanding of words by relating them to their opposites (antonyms) and to words with similar but not identical meanings (synonyms).	W.6	W.2 W.3 W.5	W.2 W.3	W.1 W.4 W.5 W.6	W.1 W.5 W.6	
L.4.6 Acquire and use accurately grade-appropriate general academic and domain-specific words and phrases, including those that signal precise actions, emotions, or states of being (e.g., <i>quizzed, whined, stammered</i>) and that are basic to a particular topic (e.g., <i>wildlife, conservation, and endangered</i> when discussing animal preservation).	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6

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Reading Foundational Skills						
Phonics and Word Recognition	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
RF.4.3 Know and apply grade-level phonics and word analysis skills in decoding words.	W.1 W.2 W.5	W.1 W.2 W.3 W.4 W.5	W.1 W.3 UA	W.1 W.2 W.3 W.4	W.2 W.3 W.5 UA	W.2 W.3
a. Use combined knowledge of all letter-sound correspondences, syllabication patterns, and morphology (e.g., roots and affixes) to read accurately unfamiliar multisyllabic words in context and out of context.	W.1 W.2 W.4 UA	W.1 W.3 W.4 W.5 W.6 UA	W.2 W.3 W.4 W.6 UA	W.3 W.4	W.4 W.6	W.2
Fluency	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
RF.4.4 Read with sufficient accuracy and fluency to support comprehension.	W.1 W.2 W.3 W.4 W.5 W.6	W.2 W.3 W.4	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6
a. Read grade-level text with purpose and understanding.	W.1 W.2 W.3 W.4 W.5 W.6	W.4	W.1 W.3 W.4	W.1 W.4	W.1 W.6	W.1 W.4 W.5
b. Read grade-level prose and poetry orally with accuracy, appropriate rate, and expression.	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6
c. Use context to confirm or self-correct word recognition and understanding, rereading as necessary.	W.1 W.4	W.2 W.5	W.2 W.4	W.1 W.2		W.4

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Reading Literature						
Key Ideas and Details	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
RL.5.1 Quote accurately from a text when explaining what the text says explicitly and when drawing inferences from the text.	W.1 W.2 W.3 W.4 W.6 UA	W.1 W.3 W.4 W.5 W.6 UA	W.1 W.4 W.6	W.1 W.2 W.4 W.5 W.6 UA	W.1 W.2 W.4 W.5 W.6	W.3 W.5 W.6 UA
RL.5.2 Determine a theme of a story, drama, or poem from details in the text, including how characters in a story or drama respond to challenges or how the speaker in a poem reflects upon a topic; summarize the text.	W.1 W.2 W.3 W.6 UA	W.1 W.4 W.5 UA	W.1 W.2 W.4 W.6	W.1 W.2 W.4 W.6	W.1 W.2 W.4 W.5 W.6	W.3 W.5 W.6 UA
RL.5.3 Compare and contrast two or more characters, settings, or events in a story or drama, drawing on specific details in the text (e.g., how characters interact).	W.1 W.6 UA	W.1 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.6	W.1 W.4 W.6	W.1 W.2 W.4 W.6	W.3 W.5 W.6 UA
Craft and Structure	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
RL.5.4 Determine the meaning of words and phrases as they are used in a text, including figurative language such as metaphors and similes.	W.2 W.3 W.5	W.1 W.3 W.5	W.1 W.4	W.1 W.2 UA	W.1	W.1 W.3 W.4
RL.5.5 Explain how a series of chapters, scenes, or stanzas fits together to provide the overall structure of a particular story, drama, or poem.	W.1	W.3 W.5	W.1 W.6	W.1 W.4 W.6	W.4	W.3 W.5 W.6
RL.5.6 Describe how a narrator's or speaker's point of view influences how events are described.	W.1	W.1 W.4 W.5	W.1 W.2	W.1 W.2 W.6 UA	W.1 W.4 W.5 W.6	W.5
Integration of Knowledge and Ideas	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
RL.5.7 Analyze how visual and multimedia elements contribute to the meaning, tone, or beauty of a text (e.g., graphic novel; multimedia presentation of fiction, folktale, myth, poem).		W.3	W.3	W.1	W.1	W.3 W.5

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Reading Literature						
Integration of Knowledge and Ideas	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
RL.5.8 Not applicable to literature						
RL.5.9 Compare and contrast stories in the same genre (e.g., mysteries and adventure stories) on their approaches to similar themes and topics.	W.1	W.3 W.6	W.2		W.6	W.3 W.6
Range of Reading and Level of Text Complexity	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
RL.5.10 By the end of the year, read and comprehend literature, including stories, dramas, and poetry, at the high end of the grades 4–5 text complexity band independently and proficiently.	W.1 W.2 W.3	W.1 W.3 W.4 W.5	W.1 W.4	W.1 W.2 W.4 W.6	W.1 W.5	W.3 W.5

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Reading Informational						
Key Ideas and Details	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
RI.5.1 Quote accurately from a text when explaining what the text says explicitly and when drawing inferences from the text.	W.2 W.4 W.5 W.6	W.2 W.4 W.5 W.6 UA	<u>W.1</u> W.2 W.3 W.4 W.5 W.6 UA	W.2 W.3 <u>W.4</u> W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.4 W.5 W.6 UA
RI.5.2 Determine two or more main ideas of a text and explain how they are supported by key details; summarize the text.	W.2 W.4 W.5	W.5	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.3 <u>W.4</u> W.6 UA	W.1 W.2 W.3 W.4 W.5 UA	W.1 W.2 W.4 W.5 W.6 UA
RI.5.3 Explain the relationships or interactions between two or more individuals, events, ideas, or concepts in a historical, scientific, or technical text based on specific information in the text.	W.1 W.3 W.4 W.5 W.6	W.2 <u>W.4</u> W.5 UA	W.1 W.2 W.3 W.4 W.6 UA	W.3 UA	W.1 W.2 W.4 UA	W.1 W.2 W.4 W.6 UA
Craft and Structure	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
RI.5.4 Determine the meaning of general academic and domain-specific words and phrases in a text relevant to a grade 5 topic or subject area.	W.1 W.3 W.4 W.5	W.2 W.4 W.5	W.2 W.3 W.4 W.5	W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5
RI.5.5 Compare and contrast the overall structure (e.g., chronology, comparison, cause/effect, problem/solution) of events, ideas, concepts, or information in two or more texts.	W.5 W.6	W.2	W.2 W.3 W.6	W.3 W.5	W.4	W.2 W.4 W.5 W.6
RI.5.6 Analyze multiple accounts of the same event or topic, noting important similarities and differences in the point of view they represent.	W.4		W.4		W.6	W.1

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Reading Informational						
Integration of Knowledge and Ideas	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
RI.5.7 Draw on information from multiple print or digital sources, demonstrating the ability to locate an answer to a question quickly or to solve a problem efficiently.	W.2 W.4 W.5	W.1 W.5	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.5 W.6	W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5
RI.5.8 Explain how an author uses reasons and evidence to support particular points in a text, identifying which reasons and evidence support which point(s).	W.1 W.3 W.4 W.5	W.4 W.5 UA	W.2 W.3 W.4 W.5 UA	W.2 W.4 UA W.6	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.4 W.6
RI.5.9 Integrate information from several texts on the same topic in order to write or speak about the subject knowledgeably.	W.4	W.1	W.1 W.4 W.5 W.6	W.4	W.3	W.1 W.4 W.5
Range of Reading and Level of Text Complexity	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
RI.5.10 By the end of the year, read and comprehend informational texts, including history/social studies, science, and technical texts, at the high end of the grades 4-5 text complexity band independently and proficiently.	W.1 W.3 W.4 W.5	W.2 W.3 W.4 W.5	W.2 W.3 W.4 W.5	W.3 W.4 W.5	W.1 W.2 W.3 W.5	W.1 W.2 W.3 W.4 W.5

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Writing						
Text Types and Purposes	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
W.5.1 Write opinion pieces on topics or texts, supporting a point of view with reasons and information.			W.1 W.2 W.3	W.2	W.1 W.4 UA	W.4 W.5
a. Introduce a topic or text clearly, state an opinion, and create an organizational structure in which ideas are logically grouped to support the writer's purpose.	W.3		W.2 W.3	W.4	W.4	W.4
b. Provide logically ordered reasons that are supported by facts and details.			W.2 W.3 W.4		W.4	W.4
c. Link opinion and reasons using words, phrases, and clauses (e.g., <i>consequently, specifically</i>).			W.2 W.3			
d. Provide a concluding statement or section related to the opinion presented.			W.3		W.4	W.4
W.5.2 Write informative/explanatory texts to examine a topic and convey ideas and information clearly.	W.1 W.2 W.3 W.4 W.5 UA	W.3 UA	W.3 W.5 UA	W.3 W.5 UA	W.3 UA	W.2 W.4 UA
a. Introduce a topic clearly, provide a general observation and focus, and group related information logically; include formatting (e.g., headings), illustrations, and multimedia when useful to aiding comprehension.	W.1 W.3 W.4 W.5		W.4 W.5	W.3 W.5 W.6	W.2 W.3 W.5	
b. Develop the topic with facts, definitions, concrete details, quotations, or other information and examples related to the topic.	W.2 W.3 W.4 W.5	W.3	W.4 W.5	W.3 W.5	W.2 W.3 W.5	
c. Link ideas within and across categories of information using words, phrases, and clauses (e.g., <i>in contrast, especially</i>).	W.3 W.6		W.4		W.3 W.5	

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Writing						
Text Types and Purposes	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
d. Use precise language and domain-specific vocabulary to inform about or explain the topic.	W.1 W.4		W.4 W.5	W.3 W.5		
e. Provide a concluding statement or section related to the information or explanation presented.	W.5		W.4 W.5			
W.5.3 Write narratives to develop real or imagined experiences or events using effective technique, descriptive details, and clear event sequences.	W.2 UA	W.1 W.2 W.4 W.5 UA		W.1 W.2 W.4 UA	W.1 W.5	W.1 W.2 W.3 W.5
a. Orient the reader by establishing a situation and introducing a narrator and/or characters; organize an event sequence that unfolds naturally.	W.2	W.2 W.3 W.4 W.5	W.1	W.1 W.2 W.4	W.1	W.1 W.2 W.3 W.5
b. Use narrative techniques, such as dialogue, description, and pacing, to develop experiences and events or show the responses of characters to situations.	W.2 W.6	W.1 W.2 W.4 W.5	W.1	W.1 W.4		W.1 W.2 W.3 W.5
c. Use a variety of transitional words, phrases, and clauses to manage the sequence of events.		W.4				W.5
d. Use concrete words and phrases and sensory details to convey experiences and events precisely.	W.2	W.1 W.2 W.3 W.4 W.5	W.3	W.1 W.2 W.4	W.1 W.4	W.1 W.2 W.3 W.5
e. Provide a conclusion that follows from the narrated experiences or events.	W.2			W.2		W.5
Production and Distribution of Writing	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
W.5.4 Produce clear and coherent writing in which the development and organization are appropriate to task, purpose, and audience. (Grade specific expectations for writing types are defined in standards 1-3 above.)	W.1 W.2 W.3 W.4 W.5 UA	W.1 W.2 W.3 W.6 UA	W.1 W.2 W.3 W.4 W.5 UA	W.1 W.3 W.5 UA	W.1 W.2 W.3 W.4 W.5 UA	W.2 W.3 W.4 UA

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Writing						
Production and Distribution of Writing	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
W.5.5 With guidance and support from peers and adults, develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach. (Editing for conventions should demonstrate command of Language standards 1-3 up to and including grade 5 on pages 28 and 29.)	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5 UA	W.1 W.2 W.3 W.4 W.5 UA	W.1 W.2 W.3 W.4 W.5 UA	W.1 W.2 W.3 W.4 W.5 UA	W.1 W.2 W.3 W.4 W.5 UA
W.5.6 With some guidance and support from adults, use technology, including the Internet, to produce and publish writing as well as to interact and collaborate with others; demonstrate sufficient command of keyboarding skills to type a minimum of two pages in a single sitting.	W.1	W.1 W.5	W.3	W.1 W.2 W.4	W.5	W.4 W.5
Research to Build and Present Knowledge	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
W.5.7 Conduct short research projects that use several sources to build knowledge through investigation or different aspects of a topic.	W.2 W.4 W.5	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5
W.5.8 Recall relevant information from experiences or gather relevant information from print and digital sources; summarize or paraphrase information in notes and finished work, and provide a list of sources.	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5
W.5.9 Draw evidence from literary or informational texts to support analysis, reflection, and research.	W.3		W.1	W.1 W.2	W.2	W.1 W.4
a. Apply grade 5 Reading standards to literature (e.g., “Compare and contrast two or more characters, settings, or events in a story or a drama, drawing on specific details in the text [e.g., how characters interact]”).		W.4		W.4 W.5		
b. Apply grade 5 Reading standards to informational texts (e.g., “Explain how an author uses reasons and evidence to support particular points in a text, identifying which reasons and evidence support which point[s]”).	W.6				W.2	

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Writing						
Range of Writing	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
W.5.10 Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of discipline-specific tasks, purposes, and audiences.	W.1 W.4 W.5	W.1 W.2 W.3 W.4 W.5 UA	W.4 W.5 UA	W.1 W.2 W.3 W.4 W.5 UA	W.1 W.2 W.3 W.4 W.5 UA	W.1 W.2 W.3 W.4 W.5 UA

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Speaking and Listening						
Comprehension and Collaboration	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
SL.5.1 Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grade 5 topics and texts, building on others' ideas and expressing their own clearly.	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6
a. Come to discussions prepared, having read or studied required material; explicitly draw on that preparation and other information known about the topic to explore ideas under discussion.	W.1 W.2		W.2 W.3	W.2 W.5	W.4	W.4
b. Follow agreed-upon rules for discussions and carry out assigned roles.	W.1 W.2 W.5	W.1 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.4	W.1 W.3 W.4 W.5	W.1 W.2 W.4 W.5
c. Pose and respond to specific questions by making comments that contribute to the discussion and elaborate on the remarks of others.	W.1 W.2 W.5	W.1	W.1 W.2 W.3 W.4 W.5	W.2 W.4	W.3 W.4 W.5	W.1 W.2 W.4
d. Review the key ideas expressed and draw conclusions in light of information and knowledge gained from the discussions.	W.5					
SL.5.2 Summarize written text read aloud or information presented in diverse media and formats, including visually, quantitatively, and orally.	W.1 W.2 W.4	W.5	W.5 W.6	W.2	W.4	W.5
SL.5.3 Summarize the points a speaker makes and explain how each claim is supported by reasons and evidence.			W.1 W.2	W.2		
Presentation of Knowledge and Ideas	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
SL.5.4 Report on a topic or text or present an opinion, sequencing ideas logically and using appropriate facts and relevant, descriptive details to support main ideas or themes; speak clearly at an understandable pace.	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5

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Speaking and Listening						
Presentation of Knowledge and Ideas	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
SL.5.5 Include multimedia components (e.g., graphics, sound) and visual displays in presentations when appropriate to enhance the development of main ideas or themes.			W.5	W.1 W.4	W.3	W.3 W.5
SL.5.6 Adapt speech to a variety of contexts and tasks, using formal English when appropriate to task and situation. (See grade 5 Language standards 1 and 3 on page 28 for specific expectations.)		W.1 W.2 W.3	W.5	W.3	W.1 W.3 W.4	

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Language						
Conventions of Standard English	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
L.5.1 Demonstrate command of the conventions of Standard English grammar and usage when writing or speaking.	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.6 UA
a. Explain the function of conjunctions, prepositions, and interjections in general and their function in particular sentences.	W.4		W.5 W.6 UA			W.1 W.2 W.6
b. Form and use the perfect (e.g., <i>I had walked</i> ; <i>I have walked</i> ; <i>I will have walked</i>) verb tenses.		UA	W.1 W.2 W.4			
c. Use verb tense to convey various times, sequences, states, and conditions.		W.3	W.1 W.2 W.3 W.4 W.6 UA	W.6		
d. Recognize and correct inappropriate shifts in verb tense.*			W.1 W.2 W.4 UA			
e. Use correlative conjunctions (e.g., <i>either/or</i> , <i>neither/nor</i>).	W.4					W.2

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Language						
Conventions of Standard English	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
L.5.2 Demonstrate command of the conventions of Standard English capitalization, punctuation, and spelling when writing.	W.1 W.2 W.3 W.5 W.6 UA	W.1 W.5 UA	W.3 UA	W.2 W.3 W.5 UA	W.1 W.2 W.3 W.4 UA	W.1 W.3 W.4 W.5 W.6 UA
a. Use punctuation to separate items in a series.*						W.3 W.6
b. Use a comma to separate an introductory element from the rest of the sentence.						W.3
c. Use a comma to set off the words yes and no (e.g., <i>Yes, thank you</i>), to set off a tag question from the rest of the sentence (e.g., <i>It's true, isn't it?</i>), and to indicate direct address (e.g., <i>Is that you, Steve?</i>).						W.3 W.6
d. Use underlining, quotation marks, or italics to indicate titles of works.						W.4 W.5
e. Spell grade-appropriate words correctly, consulting references as needed.	W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6
Knowledge of Language	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
L.5.3 Use knowledge of language and its conventions when writing, speaking, reading, or listening.	W.1 W.4	W.2 W.4 W.5	W.1 W.2 W.3 W.4	W.2 W.6	W.1 W.3	W.2 W.4
a. Expand, combine, and reduce sentences for meaning, reader/listener interest, and style.	W.2 W.5	W.1	W.5	W.2	W.3	W.2 W.3
b. Compare and contrast the varieties of English (e.g., dialects, registers) used in stories, dramas, or poems.			W.1			W.3 W.5

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Language						
Vocabulary Acquisition and Use	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
L.5.4 Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on grade 5 reading and content, choosing flexibly from a range of strategies.	W.1 W.2 W.3 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.6 UA	W.1 W.2 W.3 W.4 W.4 W.5 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA
a. Use context (e.g., cause/effect relationships and comparisons in text) as a clue to the meaning of a word or phrase.	W.1 W.2 W.4 W.5 W.6 UA	W.1 W.3 W.4 W.6 UA	W.1 W.3 W.5 W.6 UA	W.2 W.3 W.4 W.5 W.6 UA	W.3 W.4 W.6 UA	W.2 W.4 W.5 W.6 UA
b. Use common, grade-appropriate Greek and Latin affixes and roots as clues to the meaning of a word (e.g., <i>photograph</i> , <i>photosynthesis</i>).	W.2	W.3 W.6	W.2 W.4 W.5 W.6 UA	W.2 W.3 W.4 W.5 W.6	W.1 W.3 W.4 W.5 W.6 UA	W.3 W.6
c. Consult reference materials (e.g., dictionaries, glossaries, thesauruses), both print and digital, to find the pronunciation and determine or clarify the precise meaning of key words and phrases.	W.1 W.3 W.6	W.1 W.2 W.3 W.6 UA	W.3 W.4 W.6 UA	W.3 W.4 W.6	W.1 W.2 W.3 W.6	W.1 W.2 W.5 W.6 UA
L.5.5 Demonstrate understanding of figurative language, word relationships, and nuances in word meanings.	W.2 W.4 W.5	W.1 W.2 W.3 W.5	W.1 W.3 W.4 W.5	W.1 W.5	W.4	W.1 W.4 W.6
a. Interpret figurative language, including similes and metaphors, in context.	W.2	W.3	W.4	W.2 W.3 W.5	W.1 W.4 W.5	

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Language						
Vocabulary Acquisition and Use	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
b. Recognize and explain the meaning of common idioms, adages, and proverbs.	W.4 W.5	W.4	W.1 W.3	W.1 W.2 W.5	W.3	W.5
c. Use the relationship between particular words (e.g., synonyms, antonyms, homographs) to better understand each of the words.	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5 W.6 UA	W.1 W.2 W.3 W.4 W.5	W.1 W.2 W.3 W.4 W.5 W.6
L.5.6 Acquire and use accurately grade-appropriate general academic and domain-specific words and phrases, including those that signal contrast, addition, and other logical relationships (e.g., <i>however, although, nevertheless, similarly, moreover, in addition</i>).	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6

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Reading Foundational Skills						
Phonics and Word Recognition	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
RF.5.3 Know and apply grade-level phonics and word analysis skills in decoding words.	W.3	W.1	W.2 W.4 W.5	W.1 W.2	W.3 W.4	W.2 W.3 W.4
a. Use combined knowledge of all letter-sound correspondences, syllabication patterns, and morphology (e.g., roots and affixes) to read accurately unfamiliar multisyllabic words in context and out of context.	W.1 W.3	W.1 W.2 W.4 W.5 W.6	W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.6	W.4 W.5 W.6	W.1 W.2 W.4 W.5 W.6
Fluency	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
RF.5.4 Read with sufficient accuracy and fluency to support comprehension.	W.1 W.3 W.4 W.5 W.6	W.3 W.4 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6
a. Read grade-level text with purpose and understanding.		W.2 W.4	W.1 W.2 W.3	W.2	W.3 W.4 W.6	W.2 W.4
b. Read grade-level prose and poetry orally with accuracy, appropriate rate, and expression.	W.1 W.2 W.3 W.5 W.6	W.1 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6	W.1 W.2 W.3 W.4 W.5 W.6
c. Use context to confirm or self-correct word recognition and understanding, rereading as necessary.	W.3		W.1 W.4 W.6	W.2 W.6	W.3 W.4	W.4

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Reading Literature

Key Ideas and Details	Interim 1	Interim 2	Interim 3	Interim 4
RL.6.1 Cite textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text.	Unit 1	Unit 2	Unit 3 Unit 4	Unit 5 Unit 6
RL.6.2 Determine a theme or central idea of a text and how it is conveyed through particular details; provide a summary of the text distinct from personal opinions or judgments.			Unit 3	Unit 6
RL.6.3 Describe how a particular story's or drama's plot unfolds in a series of episodes as well as how the characters respond or change as the plot moves toward a resolution.	Unit 1	Unit 2	Unit 3	Unit 6
Craft and Structure	Interim 1	Interim 2	Interim 3	Interim 4
RL.6.4 Determine the meaning of words and phrases as they are used in a text, including figurative and connotative meanings; analyze the impact of a specific word choice on meaning and tone.		Unit 2	Unit 4	Unit 5
RL.6.5 Analyze how a particular sentence, chapter, scene, or stanza fits into the overall structure of a text and contributes to the development of the theme, setting, or plot.	Unit 1		Unit 3	Unit 5
RL.6.6 Explain how an author develops the point of view of the narrator or speaker in a text.		Unit 2		Unit 5

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Integration of Knowledge and Ideas	Interim 1	Interim 2	Interim 3	Interim 4
RL.6.7 Compare and contrast the experience of reading a story, drama, or poem to listening to or viewing an audio, video, or live version of the text, including contrasting what they "see" and "hear" when reading the text to what they perceive when they listen or watch.	Unit 1	Unit 7		
RL.6.8 Not applicable to literature				
RL.6.9 Compare and contrast texts in different forms or genres (e.g., stories and poems; historical novels and fantasy stories) in terms of their approaches to similar themes and topics.		Unit 2	Unit 4	
Range of Reading and Level of Text Complexity	Interim 1	Interim 2	Interim 3	Interim 4
RL.6.10 By the end of the year, read and comprehend literature, including stories, dramas, and poems, in the grades 6-8 text complexity band proficiently, with scaffolding as needed at the high end of the range.			Unit 3	Unit 6

Reading Informational				
Key Ideas and Details	Interim 1	Interim 2	Interim 3	Interim 4
RI.6.1 Cite textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text.	Unit 1	Unit 7	Unit 4	Unit 6
RI.6.2 Determine a central idea of a text and how it is conveyed through particular details; provide a summary of the text distinct from personal opinions or judgments.	Unit 1 Unit 8	Unit 2	Unit 3 Unit 4	
RI.6.3 Analyze in detail how a key individual, event, or idea is introduced, illustrated, and elaborated in a text (e.g., through examples or anecdotes).		Unit 7		Unit 6
Craft and Structure	Interim 1	Interim 2	Interim 3	Interim 4
RI.6.4 Determine the meaning of words and phrases as they are used in a text, including figurative, connotative, and technical meanings.	Unit 1 Unit 8	Unit 2 Unit 7	Unit 4	
RI.6.5 Analyze how a particular sentence, paragraph, chapter, or section fits into the overall structure of a text and contributes to the development of the ideas.	Unit 8	Unit 7	Unit 3 Unit 4	
RI.6.6 Determine an author's point of view or purpose in a text and explain how it is conveyed in the text.	Unit 8	Unit 7	Unit 3	

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Integration of Knowledge and Ideas	Interim 1	Interim 2	Interim 3	Interim 4
RI.6.7 Integrate information presented in different media or formats (e.g., visually, quantitatively) as well as in words to develop a coherent understanding of a topic or issue.	Unit 1 Unit 8	Unit 7	Unit 3	Unit 6
RI.6.8 Trace and evaluate the argument and specific claims in a text, distinguishing claims that are supported by reasons and evidence from claims that are not.	Unit 8			
RI.6.9 Compare and contrast one author's presentation of events with that of another (e.g., a memoir written by and a biography on the same person).		Unit 2 Unit 7		
Range of Reading and Level of Text Complexity	Interim 1	Interim 2	Interim 3	Interim 4
RI.6.10 By the end of the year, read and comprehend literary nonfiction in the grades 6-8 text complexity band proficiently, with scaffolding as needed at the high end of the range.		Unit 2		

Writing				
Text Types and Purposes	Interim 1	Interim 2	Interim 3	Interim 4
W.6.1 Write arguments to support claims with clear reasons and relevant evidence.				Unit 6 Unit 7
a. Introduce claim(s) and organize the reasons and evidence clearly.	Unit 1 Unit 8			
b. Support claim(s) with clear reasons and relevant evidence, using credible sources and demonstrating an understanding of the topic or text.	Unit 1 Unit 8			
c. Use words, phrases, and clauses to clarify the relationships among claim(s) and reasons.	Unit 1 Unit 8			
d. Establish and maintain a formal style.	Unit 1 Unit 8			
e. Provide a concluding statement or section that follows from the argument presented.	Unit 1 Unit 8			
W.6.2 Write informative/explanatory texts to examine a topic and convey ideas, concepts, and information through the selection, organization, and analysis of relevant content.	Unit 1 Unit 8	Unit 2 Unit 7	Unit 3 Unit 4	Unit 6
a. Introduce a topic; organize ideas, concepts, and information, using strategies such as definition, classification, comparison/contrast, and cause/effect; include formatting (e.g., headings), graphics (e.g., charts, tables), and multimedia when useful to aiding comprehension.		Unit 2	Unit 4	Unit 5 Unit 6
b. Develop the topic with relevant facts, definitions, concrete details, quotations, or other information and examples.		Unit 2	Unit 4	Unit 5 Unit 6
c. Use appropriate transitions to clarify the relationships among ideas and concepts.		Unit 2	Unit 4	Unit 5 Unit 6

Appendix B - Curriculum Outline Per Grade Span for Year One

Text Types and Purposes cont'd.	Interim 1	Interim 2	Interim 3	Interim 4
d. Use precise language and domain-specific vocabulary to inform about or explain the topic.		Unit 2	Unit 4	Unit 5 Unit 6
e. Establish and maintain a formal style.		Unit 2	Unit 4	Unit 5 Unit 6
f. Provide a concluding statement or section that follows from the information or explanation presented.		Unit 2	Unit 4	Unit 5 Unit 6
W.6.3 Write narratives to develop real or imagined experiences or events using effective technique, relevant descriptive details, and well-structured event sequences.	Unit 1		Unit 3 Unit 4	
a. Engage and orient the reader by establishing a context and introducing a narrator and/or characters; organize an event sequence that unfolds naturally and logically.		Unit 7	Unit 3	
b. Use narrative techniques, such as dialogue, pacing, and description, to develop experiences, events, and/or characters.		Unit 7	Unit 3	
c. Use a variety of transition words, phrases, and clauses to convey sequence and signal shifts from one time frame or setting to another.		Unit 7	Unit 3	
d. Use precise words and phrases, relevant descriptive details, and sensory language to convey experiences and events.		Unit 7	Unit 3	
e. Provide a conclusion that follows from the narrated experiences or events.		Unit 7	Unit 3	

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Production and Distribution of Writing	Interim 1	Interim 2	Interim 3	Interim 4
W.6.4 Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience. (Grade-specific expectations for writing types are defined in standards 1-3 above.)	Unit 1 Unit 8	Unit 2 Unit 7	Unit 3 Unit 4	Unit 5 Unit 6
W.6.5 With some guidance and support from peers and adults, develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach. (Editing for conventions should demonstrate command of Language standards 1-3 up to and including grade 6 here.)	Unit 1 Unit 8	Unit 2 Unit 7	Unit 3 Unit 4	Unit 5 Unit 6
W.6.6 Use technology, including the Internet, to produce and publish writing as well as to interact and collaborate with others; demonstrate sufficient command of keyboarding skills to type a minimum of three pages in a single sitting.	Unit 1	Unit 7	Unit 3	Unit 5
Research to Build and Present Knowledge	Interim 1	Interim 2	Interim 3	Interim 4
W.6.7 Conduct short research projects to answer a question, drawing on several sources and refocusing the inquiry when appropriate.	Unit 1		Unit 3	Unit 5
W.6.8 Gather relevant information from multiple print and digital sources; assess the credibility of each source; and quote or paraphrase the data and conclusions of others while avoiding plagiarism and providing basic bibliographic information for sources.				Unit 5

Research to Build and Present Knowledge	Interim 1	Interim 2	Interim 3	Interim 4
W.6.9 Draw evidence from literary or informational texts to support analysis, reflection, and research.	Unit 1			
a. Apply grade 6 Reading standards to literature (e.g. “Compare and contrast texts in different forms or genres [e.g., stories and poems; historical novels and fantasy stories] in terms of their approaches to similar themes and topics”).		Unit 2	Unit 4	
b. Apply grade 6 Reading standards to literary nonfiction (e.g. “Trace and evaluate the argument and specific claims in a text, distinguishing claims that are supported by reasons and evidence from claims that are not”).				
Range of Writing	Interim 1	Interim 2	Interim 3	Interim 4
W.6.10 Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of discipline-specific tasks, purposes, and audiences.	Unit 1 Unit 8	Unit 2 Unit 7	Unit 3 Unit 4	Unit 6

Speaking and Listening

Comprehension and Collaboration	Interim 1	Interim 2	Interim 3	Interim 4
SL.6.1 Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grade 6 topics, texts, and issues, building on others' ideas and expressing their own clearly.	Unit 1 Unit 8	Unit 2 Unit 7	Unit 3 Unit 4	Unit 5 Unit 6
a. Come to discussions prepared, having read or studied required material; explicitly draw on that preparation by referring to evidence on the topic, text, or issue to probe and reflect on ideas under discussion.	Unit 1	Unit 2	Unit 3	
b. Follow rules for collegial discussions, set specific goals and deadlines, and define individual roles as needed.	Unit 1		Unit 3	
c. Pose and respond to specific questions with elaboration and detail by making comments that contribute to the topic, text, or issue under discussion.	Unit 1	Unit 2	Unit 3	Unit 5
d. Review the key ideas expressed and demonstrate understanding of multiple perspectives through reflection and paraphrasing.	Unit 1	Unit 2	Unit 3	Unit 5 Unit 6
SL.6.2 Interpret information presented in diverse media and formats (e.g., visually, quantitatively, orally) and explain how it contributes to a topic, text, or issue under study.	Unit 1			Unit 6

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Comprehension and Collaboration	Interim 1	Interim 2	Interim 3	Interim 4
SL.6.3 Delineate a speaker's argument and specific claims, distinguishing claims that are supported by reasons and evidence from claims that are not.	Unit 1 Unit 8			
Presentation of Knowledge and Ideas	Interim 1	Interim 2	Interim 3	Interim 4
SL.6.4 Present claims and findings, sequencing ideas logically and using pertinent descriptions, facts, and details to accentuate main ideas or themes; use appropriate eye contact, adequate volume, and clear pronunciation.	Unit 1 Unit 8		Unit 4	Unit 6
SL.6.5 Include multimedia components (e.g., graphics, images, music, sound) and visual displays in presentations to clarify information.	Unit 8	Unit 7		Unit 5 Unit 6
SL.6.6 Adapt speech to a variety of contexts and tasks, demonstrating command of formal English when indicated or appropriate. (See grade 6 Language standards 1 and 3 for specific expectations.)			Unit 4	

Language				
Conventions of Standard English	Interim 1	Interim 2	Interim 3	Interim 4
L.6.1 Demonstrate command of the conventions of standard English grammar and usage when writing or speaking.	Unit 1	Unit 2	Unit 3 Unit 4	Unit 6
a. Ensure that pronouns are in the proper case (subjective, objective, possessive).				
b. Use intensive pronouns (e.g., myself, ourselves).	Unit 1			
c. Recognize and correct inappropriate shifts in pronoun number and person.				Unit 5
d. Recognize and correct vague pronouns (i.e., ones with unclear or ambiguous antecedents).				Unit 5
e. Recognize variations from standard English in their own and others' writing and speaking, and identify and use strategies to improve expression in conventional language.		Unit 7		
L.6.2 Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.	Unit 1 Unit 8	Unit 7	Unit 3 Unit 4	
a. Use punctuation (commas, parentheses, dashes) to set off nonrestrictive/parenthetical elements.				Unit 5
b. Spell correctly.	Unit 8	Unit 2	Unit 3	Unit 6
Knowledge of Language	Interim 1	Interim 2	Interim 3	Interim 4
L.6.3 Use knowledge of language and its conventions when writing, speaking, reading, or listening.	Unit 8			
a. Vary sentence patterns for meaning, reader/listener interest, and style..		Unit 2 Unit 7	Unit 3	Unit 6
b. Maintain consistency in style and tone.	Unit 8	Unit 2	Unit 4	Unit 6

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Vocabulary Acquisition and Use	Interim 1	Interim 2	Interim 3	Interim 4
L.6.4 Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on grade 6 reading and content, choosing flexibly from a range of strategies.	Unit 8	Unit 2 Unit 7	Unit 3	Unit 6
a. Use context (e.g., the overall meaning of a sentence or paragraph; a word's position or function in a sentence) as a clue to the meaning of a word or phrase.	Unit 8	Unit 7	Unit 3 Unit 4	
b. Use common, grade-appropriate Greek or Latin affixes and roots as clues to the meaning of a word (e.g., audience, auditory, audible).	Unit 8	Unit 2 Unit 7	Unit 3 Unit 4	Unit 5 Unit 6
c. Consult reference materials (e.g., dictionaries, glossaries, thesauruses), both print and digital, to find the pronunciation of a word or determine or clarify its precise meaning or its part of speech.	Unit 1	Unit 2	Unit 4	Unit 6
d. Verify the preliminary determination of the meaning of a word or phrase (e.g., by checking the inferred meaning in context or in a dictionary).		Unit 2		
L.6.5 Demonstrate understanding of figurative language, word relationships, and nuances in word meanings.				
a. Interpret figures of speech (e.g., personification) in context.			Unit 4	
b. Use the relationship between particular words (e.g., cause/effect, part/whole, item/category) to better understand each of the words.		Unit 7	Unit 3	
c. Distinguish among the connotations (associations) of words with similar denotations (definitions) (e.g., stingy, scrimping, economical, unwasteful, thrifty).	Unit 1			

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Vocabulary Acquisition and Use	Interim 1	Interim 2	Interim 3	Interim 4
L.6.6 Acquire and use accurately grade-appropriate general academic and domain-specific words and phrases; gather vocabulary knowledge when considering a word or phrase important to comprehension or expression.	Unit 8	Unit 2 Unit 7	Unit 3 Unit 4	Unit 5 Unit 6

Reading Literature

Key Ideas and Details	Interim 1	Interim 2	Interim 3	Interim 4
RL.7.1 Cite several pieces of textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text.	Unit 1	Unit 2	Unit 3 Unit 4	Unit 5 Unit 6
RL.7.2 Determine a theme or central idea of a text and analyze its development over the course of the text; provide an objective summary of the text.			Unit 3 Unit 4	Unit 5
RL.7.3 Analyze how particular elements of a story or drama interact (e.g., how setting shapes the characters or plot).	Unit 1	Unit 2	Unit 3 Unit 4	Unit 6
Craft and Structure	Interim 1	Interim 2	Interim 3	Interim 4
RL.7.4 Determine the meaning of words and phrases as they are used in a text, including figurative and connotative meanings; analyze the impact of rhymes and other repetitions of sounds (e.g., alliteration) on a specific verse or stanza of a poem or section of a story or drama.			Unit 4	Unit 5
RL.7.5 Analyze how a drama's or poem's form or structure (e.g., soliloquy, sonnet) contributes to its meaning.			Unit 4	Unit 5
RL.7.6 Analyze how an author develops and contrasts the points of view of different characters or narrators in a text.		Unit 2		

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Integration of Knowledge and Ideas	Interim 1	Interim 2	Interim 3	Interim 4
RL.7.7 Compare and contrast a written story, drama, or poem to its audio, filmed, staged, or multimedia version, analyzing the effects of techniques unique to each medium (e.g., lighting, sound, color, or camera focus and angles in a film).	Unit 1			
RL.7.8 Not applicable to literature				
RL.7.9 Compare and contrast a fictional portrayal of a time, place, or character and a historical account of the same period as a means of understanding how authors of fiction use or alter history.		Unit 7		
Range of Reading and Level of Text Complexity	Interim 1	Interim 2	Interim 3	Interim 4
RL.7.10 By the end of the year, read and comprehend literature, including stories, dramas, and poems, in the grades 6-8 text complexity band proficiently, with scaffolding as needed at the high end of the range.				Unit 6

Reading Informational

Key Ideas and Details	Interim 1	Interim 2	Interim 3	Interim 4
RI.7.1 Cite several pieces of textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text.	Unit 8	Unit 7	Unit 3	Unit 5
RI.7.2 Determine two or more central ideas in a text and analyze their development over the course of the text; provide an objective summary of the text.	Unit 8	Unit 2 Unit 7		
RI.7.3 Analyze the interactions between individuals, events, and ideas in a text (e.g., how ideas influence individuals or events, or how individuals influence ideas or events).		Unit 7		
Craft and Structure	Interim 1	Interim 2	Interim 3	Interim 4
RI.7.4 Determine the meaning of words and phrases as they are used in a text, including figurative, connotative, and technical meanings; analyze the impact of a specific word choice on meaning and tone.	Unit 8			
RI.7.5 Analyze the structure an author uses to organize a text, including how the major sections contribute to the whole and to the development of the ideas.	Unit 8	Unit 7		Unit 5
RI.7.6 Determine an author's point of view or purpose in a text and analyze how the author distinguishes his or her position from that of others.	Unit 8	Unit 7	Unit 3	

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Integration of Knowledge and Ideas	Interim 1	Interim 2	Interim 3	Interim 4
RI.7.7 Compare and contrast a text to an audio, video, or multimedia version of the text, analyzing each medium's portrayal of the subject (e.g., how the delivery of a speech affects the impact of the words).				
RI.7.8 Trace and evaluate the argument and specific claims in a text, assessing whether the reasoning is sound and the evidence is relevant and sufficient to support the claims.	Unit 8			
RI.7.9 Analyze how two or more authors writing about the same topic shape their presentations of key information by emphasizing different evidence or advancing different interpretations of facts.	Unit 8			Unit 5
Range of Reading and Level of Text Complexity	Interim 1	Interim 2	Interim 3	Interim 4
RI.7.10 By the end of the year, read and comprehend literary nonfiction in the grades 6-8 text complexity band proficiently, with scaffolding as needed at the high end of the range.	Unit 8			

Writing				
Text Types and Purposes	Interim 1	Interim 2	Interim 3	Interim 4
W.7.1 Write arguments to support claims with clear reasons and relevant evidence.	Unit 8			
a. Introduce claim(s), acknowledge alternate or opposing claims, and organize the reasons and evidence logically.	Unit 1 Unit 8			
b. Support claim(s) with logical reasoning and relevant evidence, using accurate, credible sources and demonstrating an understanding of the topic or text.	Unit 1 Unit 8			
c. Use words, phrases, and clauses to create cohesion and clarify the relationships among claim(s), reasons, and evidence.	Unit 1 Unit 8			
d. Establish and maintain a formal style.	Unit 1 Unit 8			
e. Provide a concluding statement or section that follows from and supports the argument presented.	Unit 1 Unit 8			
W.7.2 Write informative/explanatory texts to examine a topic and convey ideas, concepts, and information through the selection, organization, and analysis of relevant content.	Unit 1 Unit 8	Unit 2 Unit 7	Unit 4	Unit 5
a. Introduce a topic clearly, previewing what is to follow; organize ideas, concepts, and information, using strategies such as definition, classification, comparison/contrast, and cause/effect; include formatting (e.g., headings), graphics (e.g., charts, tables), and multimedia when useful to aiding comprehension.	Unit 8	Unit 2	Unit 4	Unit 5 Unit 6
b. Develop the topic with relevant facts, definitions, concrete details, quotations, or other information and examples.	Unit 8	Unit 2	Unit 4	Unit 5 Unit 6
c. Use appropriate transitions to create cohesion and clarify the relationships among ideas and concepts.		Unit 2	Unit 4	Unit 5 Unit 6

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Text Types and Purposes	Interim 1	Interim 2	Interim 3	Interim 4
d. Use precise language and domain-specific vocabulary to inform about or explain the topic.	Unit 8	Unit 2	Unit 4	Unit 5 Unit 6
e. Establish and maintain a formal style.		Unit 2	Unit 4	Unit 5 Unit 6
f. Provide a concluding statement or section that follows from and supports the information or explanation presented.		Unit 2	Unit 4	Unit 5 Unit 6
W.7.3 Write narratives to develop real or imagined experiences or events using effective technique, relevant descriptive details, and well-structured event sequences.	Unit 1	Unit 2	Unit 3 Unit 4	
a. Engage and orient the reader by establishing a context and point of view and introducing a narrator and/or characters; organize an event sequence that unfolds naturally and logically.		Unit 7	Unit 3	
b. Use narrative techniques, such as dialogue, pacing, and description, to develop experiences, events and/or characters.		Unit 7	Unit 3	
c. Use a variety of transition words, phrases, and clauses to convey sequence and signal shifts from one time frame or setting to another.		Unit 7	Unit 3	
d. Use precise words and phrases, relevant descriptive details, and sensory language to capture the action and convey experiences and events.		Unit 7	Unit 3	
e. Provide a conclusion that follows form and reflects on the narrated experiences or events.		Unit 7	Unit 3	

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Production and Distribution of Writing	Interim 1	Interim 2	Interim 3	Interim 4
W.7.4 Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience. (Grade –specific expectations for writing types are defined in standards 1-3 above).	Unit 1 Unit 8	Unit 2 Unit 7	Unit 3 Unit 4	Unit 5 Unit 6
W.7.5 With some guidance and support from peers and adults, develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach, focusing on how well purpose and audience have been addressed. (Editing for conventions should demonstrate command of Language standards 1–3).	Unit 1 Unit 8	Unit 2 Unit 7	Unit 3 Unit 4	Unit 5 Unit 6
W.7.6 Use technology, including the Internet, to produce and publish writing and present the relationships between information and ideas efficiently as well as to interact and collaborate with others.	Unit 1 Unit 8		Unit 3	Unit 5 Unit 6
Research to Build and Present Knowledge	Interim 1	Interim 2	Interim 3	Interim 4
W.7.7 Conduct short research projects to answer a question, drawing on several sources and generating additional related, focused questions for further research and investigation.			Unit 3	
W.7.8 Gather relevant information from multiple print and digital sources, using search terms effectively; assess the credibility and accuracy of each source; and quote or paraphrase the data and conclusions of others while avoiding plagiarism and following a standard format for citation.				

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Research to Build and Present Knowledge	Interim 1	Interim 2	Interim 3	Interim 4
W.7.9 Draw evidence from literary or informational texts to support analysis, reflection, and research.				
a. Apply grade 7 Reading standards to literature (e.g. “Compare and contrast a fictional portrayal of a time, place, or character and a historical account of the same period as a means of understanding how authors of fiction use or alter history”).	Unit 1	Unit 2	Unit 4	Unit 5
b. Apply grade 7 Reading standards to literary nonfiction (e.g. “Trace and evaluate the argument and specific claims in a text, assessing whether the reasoning is sound and the evidence is relevant and sufficient to support the claims”).				
Range of Writing	Interim 1	Interim 2	Interim 3	Interim 4
W.7.10 Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of discipline-specific tasks, purposes, and audiences.	Unit 1 Unit 8	Unit 2 Unit 7	Unit 3 Unit 4	Unit 6

Speaking and Listening

Comprehension and Collaboration	Interim 1	Interim 2	Interim 3	Interim 4
SL.7.1 Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grade 7 topics, texts, and issues, building on others' ideas and expressing their own clearly.	Unit 1 Unit 8	Unit 2 Unit 7	Unit 3 Unit 4	Unit 5 Unit 6
a. Come to discussions prepared, having read or researched material under study; explicitly draw on that preparation by referring to evidence on the topic, text, or issue to probe and reflect on ideas under discussion.		Unit 2 Unit 7		Unit 6
b. Follow rules for collegial discussions, track progress toward specific goals and deadlines, and define individual roles as needed.		Unit 7		
c. Pose questions that elicit elaboration and respond to others' questions and comments with relevant observations and ideas that bring the discussion back on topic as needed.		Unit 2 Unit 7	Unit 3	Unit 5 Unit 6
d. Acknowledge new information expressed by others and, when warranted, modify their own views.	Unit 8		Unit 3	
SL.7.2 Analyze the main ideas and supporting details presented in diverse media and formats (e.g., visually, quantitatively, orally) and explain how the ideas clarify a topic, text, or issue under study.	Unit 8			

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Comprehension and Collaboration	Interim 1	Interim 2	Interim 3	Interim 4
SL.7.3 Delineate a speaker's argument and specific claims, evaluating the soundness of the reasoning and the relevance and sufficiency of the evidence.	Unit 8			
Presentation of Knowledge and Ideas	Interim 1	Interim 2	Interim 3	Interim 4
SL.7.4 Present claims and findings, emphasizing salient points in a focused, coherent manner with pertinent descriptions, facts, details, and examples; use appropriate eye contact, adequate volume, and clear pronunciation.	Unit 1 Unit 8	Unit 2	Unit 4	
SL.7.5 Include multimedia components and visual displays in presentations to clarify claims and findings and emphasize salient points.	Unit 1 Unit 8	Unit 7		Unit 5 Unit 6
SL.7.6 Adapt speech to a variety of contexts and tasks, demonstrating command of formal English when indicated or appropriate. (See grade 7 Language standards 1 and 3 here for specific expectations.)	Unit 1 Unit 8		Unit 4	

Language				
Conventions of Standard English	Interim 1	Interim 2	Interim 3	Interim 4
L.7.1 Demonstrate command of the conventions of standard English grammar and usage when writing or speaking.	Unit 1	Unit 2 Unit 7	Unit 4	Unit 5 Unit 6
a. Explain the function of phrases and clauses in general and their function in specific sentences.		Unit 2	Unit 4	
b. Choose among simple, compound, complex, and compound-complex sentences to signal differing relationships among ideas.			Unit 3	
c. Place phrases and clauses within a sentence, recognizing and correcting misplaced and dangling modifiers.	Unit 1			
L.7.2 Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.	Unit 1 Unit 8	Unit 2 Unit 7	Unit 3 Unit 4	
a. Use a comma to separate coordinate adjectives (e.g., It was a fascinating, enjoyable movie but not He wore an old[,] green shirt).				Unit 5
b. Spell correctly.				
Knowledge of Language	Interim 1	Interim 2	Interim 3	Interim 4
L.7.3 Use knowledge of language and its conventions when writing, speaking, reading, or listening.				Unit 5
a. Choose language that expresses ideas precisely and concisely, recognizing and eliminating wordiness and redundancy.				Unit 5

Vocabulary Acquisition and Use	Interim 1	Interim 2	Interim 3	Interim 4
L.7.4 Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on grade 7 reading and content, choosing flexibly from a range of strategies.			Unit 3	
a. Use context (e.g., the overall meaning of a sentence or paragraph; a word's position or function in a sentence) as a clue to the meaning of a word or phrase.	Unit 1	Unit 2		
b. Use common, grade-appropriate Greek or Latin affixes and roots as clues to the meaning of a word (e.g. belligerent, bellicose, rebel).	Unit 1 Unit 8	Unit 7	Unit 4	
c. Consult general and specialized reference materials (e.g., dictionaries, glossaries, thesauruses), both print and digital, to find the pronunciation of a word or determine or clarify its precise meaning or its part of speech.				Unit 5
d. Verify the preliminary determination of the meaning of a word or phrase (e.g., by checking the inferred meaning in context or in a dictionary).		Unit 2		Unit 6
L.7.5 Demonstrate understanding of figurative language, word relationships, and nuances in word meanings.	Unit 8	Unit 2		
a. Interpret figures of speech (e.g. literary, biblical, and mythological allusions) in context.				
b. Use the relationship between particular words (e.g., synonym/antonym, analogy) to better understand each of the words.	Unit 1 Unit 8			Unit 6
c. Distinguish among the connotations (associations) of words with similar denotations (definitions) (e.g. refined, respectful, polite diplomatic, condescending).			Unit 3 Unit 4	

Vocabulary Acquisition and Use	Interim 1	Interim 2	Interim 3	Interim 4
L.7.6 Acquire and use accurately grade-appropriate general academic and domain-specific words and phrases; gather vocabulary knowledge when considering a word or phrase important to comprehension or expression.	Unit 8			

Reading Literature				
Key Ideas and Details	Interim 1	Interim 2	Interim 3	Interim 4
RL.8.1 Cite several pieces of textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text.	Unit 1 Unit 7	Unit 2 Unit 7	Unit 3 Unit 4 Unit 7	Unit 5 Unit 7
RL.8.2 Determine a theme or central idea of a text and analyze its development over the course of the text, including its relationship to the characters, setting, and plot; provide an objective summary of the text.			Unit 3 Unit 4 Unit 7	Unit 5 Unit 7
RL.8.3 Analyze how particular lines of dialogue or incidents in a story or drama propel the action, reveal aspects of a character, or provoke a decision.	Unit 1 Unit 7	Unit 2 Unit 7		
Craft and Structure	Interim 1	Interim 2	Interim 3	Interim 4
RL.8.4 Determine the meaning of words and phrases as they are used in a text, including figurative and connotative meanings; analyze the impact of specific word choices on meaning and tone, including analogies or allusions to other texts.	Unit 1 Unit 7		Unit 3 Unit 7	Unit 5 Unit 6 Unit 7
RL.8.5 Compare and contrast the structure of two or more texts and analyze how the differing structure of each text contributes to its meaning and style.	Unit 1		Unit 4	Unit 5 Unit 6
RL.8.6 Analyze how differences in the points of view of the characters and the audience or reader (e.g., created through the use of dramatic irony) create such effects as suspense or humor.	Unit 1	Unit 2	Unit 3	

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Integration of Knowledge and Ideas	Interim 1	Interim 2	Interim 3	Interim 4
RL.8.7 Analyze the extent to which a filmed or live production of a story or drama stays faithful to or departs from the text or script, evaluating the choices made by the director or actors.	Unit 1			
RL.8.8 Not applicable to literature				
RL.8.9 Analyze how a modern work of fiction draws on themes, patterns of events, or character types from myths, traditional stories, or religious works such as the Bible, including describing how the material is rendered new.			Unit 4	
Range of Reading and Level of Text Complexity	Interim 1	Interim 2	Interim 3	Interim 4
RL.8.10 By the end of the year, read and comprehend literature, including stories, dramas, and poems, at the high end of grades 6–8 text complexity band independently and proficiently.			Unit 4	

Reading Informational

Key Ideas and Details	Interim 1	Interim 2	Interim 3	Interim 4
RI.8.1 Cite the textual evidence that most strongly supports an analysis of what the text says explicitly as well as inferences drawn from the text.			Unit 3	Unit 6
RI.8.2 Determine a central idea of a text and analyze its development over the course of the text, including its relationship to supporting ideas; provide an objective summary of the text.		Unit 8		Unit 6
RI.8.3 Analyze how a text makes connections among and distinctions between individuals, ideas, or events (e.g., through comparisons, analogies, or categories).	Unit 9	Unit 8		Unit 6
Craft and Structure	Interim 1	Interim 2	Interim 3	Interim 4
RI.8.4 Determine the meaning of words and phrases as they are used in a text, including figurative, connotative, and technical meanings; analyze the impact of specific word choices on meaning and tone, including analogies or allusions to other texts.	Unit 9	Unit 8	Unit 6	
RI.8.5 Analyze in detail the structure of a specific paragraph in a text, including the role of particular sentences in developing and refining a key concept.	Unit 9	Unit 8		
RI.8.6 Determine an author's point of view or purpose in a text and analyze how the author acknowledges and responds to conflicting evidence or viewpoints.	Unit 9		Unit 3	

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Integration of Knowledge and Ideas	Interim 1	Interim 2	Interim 3	Interim 4
RI.8.7 Evaluate the advantages and disadvantages of using different mediums (e.g., print or digital text, video, multimedia) to present a particular topic or idea.	Unit 9	Unit 8		
RI.8.8 Delineate and evaluate the argument and specific claims in a text, assessing whether the reasoning is sound and the evidence is relevant and sufficient; recognize when irrelevant evidence is introduced.	Unit 9			
RI.8.9 Analyze a case in which two or more texts provide conflicting information on the same topic and identify where the texts disagree on matters of fact or interpretation.	Unit 9			
Range of Reading and Level of Text Complexity	Interim 1	Interim 2	Interim 3	Interim 4
RI.8.10 By the end of the year, read and comprehend literary nonfiction at the high end of the grades 6–8 text complexity band independently and proficiently.				

Writing				
Text Types and Purposes	Interim 1	Interim 2	Interim 3	Interim 4
W.8.1 Write arguments to support claims with clear reasons and relevant evidence.				
a. Introduce claim(s), acknowledge and distinguish the claim(s) from alternate or opposing claims, and organize the reasons and evidence logically.	Unit 9	Unit 2		
b. Support claim(s) with logical reasoning and relevant evidence, using accurate, credible sources and demonstrating an understanding of the topic or text.	Unit 9	Unit 2		
c. Use words, phrases, and clauses to create cohesion and clarify the relationships among claim(s), counterclaims, reasons, and evidence.	Unit 9	Unit 2		
d. Establish and maintain a formal style.	Unit 9	Unit 2		
e. Provide a concluding statement or section that follows from and supports the argument presented.	Unit 9	Unit 2		
W.8.2 Write informative/explanatory texts to examine a topic and convey ideas, concepts, and information through the selection, organization, and analysis of relevant content.	Unit 9		Unit 4	
a. Introduce a topic clearly, previewing what is to follow; organize ideas, concepts, and information into broader categories; include formatting (e.g., headings), graphics (e.g., charts, tables), and multimedia when useful to aiding comprehension.		Unit 8	Unit 3 Unit 4	Unit 5 Unit 6
b. Develop the topic with relevant facts, definitions, concrete details, quotations, or other information and examples.	Unit 9 Unit 7	Unit 8 Unit 7	Unit 3 Unit 4 Unit 7	Unit 5 Unit 6 Unit 7
c. Use appropriate transitions to create cohesion and clarify the relationships among ideas and concepts.		Unit 8 Unit 7	Unit 3 Unit 7	Unit 5 Unit 6 Unit 7

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Text Types and Purposes	Interim 1	Interim 2	Interim 3	Interim 4
d. Use precise language and domain-specific vocabulary to inform about or explain the topic.		Unit 8	Unit 3	Unit 5 Unit 6
e. Establish and maintain a formal style.		Unit 8	Unit 3	Unit 5 Unit 6
f. Provide a concluding statement or section that follows from and supports the information or explanation presented.	Unit 9	Unit 8	Unit 3 Unit 4	Unit 5 Unit 6
W.8.3 Write narratives to develop real or imagined experiences or events using effective technique, relevant descriptive details, and well-structured event sequences.	Unit 1			Unit 5
a. Engage and orient the reader by establishing a context and point of view and introducing a narrator and/or characters; organize an event sequence that unfolds naturally and logically.	Unit 1		Unit 4	
b. Use narrative techniques, such as dialogue, pacing, and description, to develop experiences, events and/or characters.	Unit 1		Unit 4	
c. Use a variety of transition words, phrases, and clauses to convey sequence, signal shifts from one time frame or setting to another, and show the relationships among experiences and events.	Unit 1		Unit 4	
d. Use precise words and phrases, relevant descriptive details, and sensory language to capture the action and convey experiences and events.	Unit 1		Unit 4	
e. Provide a conclusion that follows form and reflects on the narrated experiences or events.	Unit 1		Unit 4	

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Production and Distribution of Writing	Interim 1	Interim 2	Interim 3	Interim 4
W.8.4 Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience. (Grade –specific expectations for writing types are defined in standards 1-3 above).	Unit 1 Unit 7	Unit 2 Unit 7	Unit 3 Unit 4 Unit 7	Unit 5 Unit 6 Unit 7
W.8.5 With some guidance and support from peers and adults, develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach, focusing on how well purpose and audience have been addressed. (Editing for conventions should demonstrate command of Language standards 1–3).	Unit 1 Unit 7	Unit 2 Unit 7	Unit 3 Unit 4 Unit 7	Unit 5 Unit 6 Unit 7
W.8.6 Use technology, including the Internet, to produce and publish writing and present the relationships between information and ideas efficiently as well as to interact and collaborate with others.		Unit 2 Unit 7	Unit 3 Unit 4 Unit 7	Unit 5 Unit 7
Research to Build and Present Knowledge	Interim 1	Interim 2	Interim 3	Interim 4
W.8.7 Conduct short research projects to answer a question (including a self-generated question), drawing on several sources and generating additional related, focused questions that allow for multiple avenues of exploration.		Unit 8 Unit 7		Unit 5 Unit 7
W.8.8 Gather relevant information from multiple print and digital sources, using search terms effectively; assess the credibility and accuracy of each source; and quote or paraphrase the data and conclusions of others while avoiding plagiarism and following a standard format for citation.		Unit 8		Unit 5 Unit 6

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Research to Build and Present Knowledge	Interim 1	Interim 2	Interim 3	Interim 4
W.8.9 Draw evidence from literary or informational texts to support analysis, reflection, and research.		Unit 2 Unit 8		
a. Research to Build and Present Knowledge: Apply grade 8 Reading standards to literature (e.g., “Analyze how a modern work of fiction draws on themes, patterns of events, or character types from myths, traditional stories, or religious works such as the Bible, including describing how the material is rendered new”).		Unit 2		
b. Research to Build and Present Knowledge: Apply grade 8 Reading standards to literary nonfiction (e.g., “Delineate and evaluate the argument and specific claims in a text, assessing whether the reasoning is sound and the evidence is relevant and sufficient; recognize when irrelevant evidence is introduced”).	Unit 9 Unit 7	Unit 2 Unit 7	Unit 3 Unit 7	Unit 6 Unit 7
Range of Writing	Interim 1	Interim 2	Interim 3	Interim 4
W.8.10 Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of discipline-specific tasks, purposes, and audiences.	Unit 1 Unit 9 Unit 7	Unit 2 Unit 8 Unit 7	Unit 3 Unit 4 Unit 7	Unit 5 Unit 6 Unit 7

Speaking and Listening

Comprehension and Collaboration	Interim 1	Interim 2	Interim 3	Interim 4
SL.8.1 Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grade 8 topics, texts, and issues, building on others' ideas and expressing their own clearly.	Unit 1 Unit 9 Unit 7	Unit 2 Unit 8 Unit 7	Unit 3 Unit 4 Unit 7	Unit 5 Unit 6 Unit 7
a. Come to discussions prepared, having read or researched material under study; explicitly draw on that preparation by referring to evidence on the topic, text, or issue to probe and reflect on ideas under discussion.		Unit 2	Unit 4	
b. Follow rules for collegial discussions, track progress toward specific goals and deadlines, and define individual roles as needed.		Unit 2	Unit 4	
c. Pose questions that connect the ideas of several speakers and respond to others' questions and comments with relevant evidence, observations, and ideas.		Unit 2		Unit 5
d. Acknowledge new information expressed by others, and, when warranted, qualify or justify their own views in light of the evidence presented.		Unit 2		
SL.8.2 Analyze the purpose of information presented in diverse media and formats (e.g., visually, quantitatively, orally) and evaluate the motives (e.g., social, commercial, political) behind its presentation.	Unit 9		Unit 3	Unit 6

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Comprehension and Collaboration	Interim 1	Interim 2	Interim 3	Interim 4
SL.8.3 Delineate a speaker’s argument and specific claims, evaluating the soundness of the reasoning and relevance and sufficiency of the evidence and identifying when irrelevant evidence is introduced.	Unit 9	Unit 2		
Presentation of Knowledge and Ideas	Interim 1	Interim 2	Interim 3	Interim 4
SL.8.4 Present claims and findings, emphasizing salient points in a focused, coherent manner with relevant evidence, sound valid reasoning, and well-chosen details; use appropriate eye contact, adequate volume, and clear pronunciation.	Unit 1 Unit 9 Unit 7	Unit 2 Unit 8 Unit 7		Unit 6 Unit 7
SL.8.5 Integrate multimedia and visual displays into presentations to clarify information, strengthen claims and evidence, and add interest.	Unit 9 Unit 7	Unit 8 Unit 7	Unit 4 Unit 5 Unit 7	
SL.8.6 Adapt speech to a variety of contexts and tasks, demonstrating command of formal English when indicated or appropriate. (See grade 8 Language standards 1 and 3 on page 53 for specific expectations).	Unit 1 Unit 9 Unit 7	Unit 8 Unit 7	Unit 4 Unit 7	Unit 6 Unit 7

Language				
Conventions of Standard English	Interim 1	Interim 2	Interim 3	Interim 4
L.8.1 Demonstrate command of the conventions of standard English grammar and usage when writing or speaking.	Unit 1 Unit 9 Unit 7	Unit 2 Unit 8 Unit 7	Unit 3 Unit 7	Unit 6 Unit 7
a. Explain the function of verbals (gerunds, participles, infinitives) in general and their function in particular sentences.		Unit 8		
b. Form and use verbs in the active and passive voice.			Unit 4	Unit 5
c. Form and use verbs in the indicative, imperative, interrogative, conditional, and subjunctive mood.		Unit 2		
d. Recognize and correct inappropriate shifts in verb voice and mood.				Unit 5
L.8.2 Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.	Unit 1 Unit 7	Unit 8 Unit 7	Unit 4 Unit 7	Unit 5 Unit 7
a. Use punctuation (comma, ellipsis, dash) indicate a pause or break.	Unit 1			Unit 6
b. Use an ellipsis to indicate an omission.	Unit 9			
c. Spell correctly.			Unit 4	Unit 5
Knowledge of Language	Interim 1	Interim 2	Interim 3	Interim 4
L.8.3 Use knowledge of language and its conventions when writing, speaking, reading, or listening.	Unit 1 Unit 9 Unit 7		Unit 3 Unit 4 Unit 7	Unit 6 Unit 7
a. Use verbs in the active and passive voice and in the conditional and subjunctive mood to achieve particular effects (e.g., emphasizing the actor or the action; expressing uncertainty or describing a state contrary to fact).		Unit 2		Unit 5

Appendix B - Curriculum Outline Per Grade Span for Year One

Vocabulary Acquisition and Use	Interim 1	Interim 2	Interim 3	Interim 4
L.8.4 Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on grade 8 reading and content, choosing flexibly from a range of strategies.			Unit 3	
a. Use context (e.g., the overall meaning of a sentence or paragraph; a word's position or function in a sentence) as a clue to the meaning of a word or phrase.		Unit 8		
b. Use common, grade-appropriate Greek or Latin affixes and roots as clues to the meaning of a word (e.g., precede, recede, secede).	Unit 1 Unit 9	Unit 2 Unit 8	Unit 3 Unit 4	Unit 6
c. Consult general and specialized reference materials (e.g., dictionaries, glossaries, thesauruses), both print and digital, to find the pronunciation of a word or determine or clarify its precise meaning or its part of speech.	Unit 1 Unit 9 Unit 7		Unit 3 Unit 4 Unit 7	
d. Verify the preliminary determination of the meaning of a word or phrase (e.g., by checking the inferred meaning in context or in a dictionary).	Unit 9		Unit 3 Unit 4	
L.8.5 Demonstrate understanding of figurative language, word relationships, and nuances in word meanings.				
a. Interpret figures of speech (e.g. verbal irony, puns) in context.		Unit 2 Unit 8		
b. Use the relationship between particular words to better understand each of the words.	Unit 1 Unit 7	Unit 2 Unit 7		
c. Distinguish among the connotations (associations) of words with similar denotations (definitions) (e.g., bullheaded, willful, firm, persistent, resolute).				Unit 6

Appendix B - Curriculum Outline Per Grade Span for Year One

Vocabulary Acquisition and Use	Interim 1	Interim 2	Interim 3	Interim 4
L.8.6 Acquire and use accurately grade-appropriate general academic and domain-specific words and phrases; gather vocabulary knowledge when considering a word or phrase important to comprehension or expression.	Unit 1 Unit 9 Unit 7	Unit 2 Unit 8 Unit 7	Unit 3 Unit 4 Unit 7	Unit 6 Unit 7

SAMPLE High Point Charter Academy **2018-19 School Year SAMPLE**

August						
S	M	T	W	T	F	S
29	30	31	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Late July: Principals Mtng, NHA-U, NTO - Grand Rapids, MI

6th-10th Staff PD
 13th-17th Staff PD
 20th-22nd Staff PD; 23rd First Day of School

September						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

3rd Labor Day

October						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

25th End of 1st Quarter; 26th Regional PD
 29th Staff PD

November						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

7th & 8th PT Conferences
 21st-23rd Thanksgiving Break
 26th School Resumes

December						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

19th-Jan 2nd Holiday Break

January						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

1st New Years Day; 3rd School Resumes
 18th End of 2nd Quarter
 21st MLK Day; 25th Staff PD

February						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

14th-15th PT Conferences

March						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

27th End 3rd Qtr; 28th Staff PD; 29th Regional PD

April						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

8th-15th Spring Break
 16th School Resumes

May						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

7th End of 4th Quarter; Last Day of School
 10th-12th Staff PD

July						
S	M	T	W	T	F	S
1	2	3	4	5	6	
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

4th Independence Day

 Students Do Not Report/ Staff Report All Day
 Students Report Half Day/ Staff Report All Day
 Students/ Staff Do Not Report

Last Update: 8/24/2016
 180 School Days
 TBD School Hours
 TBD (half)

**BYLAWS
OF
HIGH POINT CHARTER ACADEMY, INC.**

ARTICLE 1 — NAME

The name of the corporation shall be High Point Charter Academy, Inc. (the “**Corporation**”).

ARTICLE 2 — PURPOSES

The purposes for which the Corporation is organized are:

(A) To operate a public charter school in the State of North Carolina pursuant to N.C. Gen. Stat. § 115C-238.29A *et seq.*;

(B) To provide a K-8 education that places each student on the path to academic proficiency and college readiness; and

(C) To operate exclusively for religious, charitable, scientific, literary, or educational purposes within the meaning of Sections 501(c)(3) and 170(c)(2) of the Internal Revenue Code of 1986 or the corresponding provisions of any future U.S. Internal Revenue laws (the “**Code**”), provided 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.

ARTICLE 3 — OFFICES

1. Principal Office. The principal office of the Corporation shall be located at such location with North Carolina as the Board of Directors shall from time to time determine.

2. Registered Office. The registered office of the Corporation may be the same as the principal office of the Corporation; provided, however, the Corporation’s registered office shall be located in the State of North Carolina, and shall be the business office of the registered agent.

3. Other Offices. The Corporation may have offices at such other places within the State of North Carolina as the Corporation’s Board of Directors (the “**Board**”) may determine from time to time.

ARTICLE 4 — BOARD OF DIRECTORS

1. General Powers. The business, property, and affairs of the Corporation shall be managed under the direction of the Board in accordance with the provisions of the Corporation’s Articles of Incorporation (the “**Articles**”), these Bylaws (the “**Bylaws**”), and applicable law.

2. Number and Election. The number of Directors on the Board (the “**Directors**”) shall not be less than three (3) or more than nine (9). At any annual meeting, the Directors may fix the number of Directors to be elected at the meeting by resolution. In the absence of such a resolution, the number of Directors elected at the meeting, plus the number of Directors continuing in office, shall constitute the number of Directors of the Corporation until the next annual meeting, unless the number is changed by action of the Board. Directors shall be elected at any annual or special meeting of the Board by a vote of a majority of the Directors then in office. The election of Directors shall be a part of the order of business of each annual meeting of the Board. The initial Director(s) shall be appointed by the incorporator of the Corporation and shall thereafter be appointed as provided in this Section 2.

3. Terms. The initial Board of Directors shall be divided into three classes, as nearly equal in number as may be, to serve in the first instance for terms of one (1), two (2) and three (3) years, respectively, and until their successors shall be elected and shall qualify, and thereafter the successors in each class of Directors shall be elected to serve for terms of three (3) years and until their successors shall be elected and shall qualify. In the event of any increase or decrease in the number of Directors, the additional or eliminated directorships shall be so classified or chosen that all classes of Directors shall remain or become equal in number, as nearly as can be. In the event of the death, resignation, retirement, removal or disqualification of a Director during the elected term of office, the Director’s successor shall be elected to serve only until the expiration of the term of the predecessor. Directors may be reelected with no limit on the number of terms.

4. Qualifications. A Director shall be willing and able to make decisions as a member of the Board in the best interests of the Corporation and shall submit on an annual basis a conflict of interest disclosure as prescribed by the Board.

5. Excluded Persons. The following persons shall not be eligible to serve on the Board: (i) employees of the charter school operated by the Board; or (ii) any director, officer, or employee of a service provider or management company who contracts with the Corporation.

6. Removal. A Director may be removed by the Board with or without cause by a resolution duly adopted by a majority of the Directors then in office.

7. Resignation. A Director may resign at any time by providing written notice to the President of the Corporation, or if the President is resigning or the Presidency is vacant, then to the next highest-ranking officer of the Corporation (an “**Officer**”). The resignation shall be effective when communicated, unless the notice specifies a later effective date or subsequent event upon which it will become effective.

8. Vacancies. A vacancy on the Board shall be filled as provided in Section 2 of this Article.

9. Compensation. All Directors shall serve as volunteers without compensation. By resolution of the Board, Directors may be reimbursed for their reasonable expenses incident to their duties in accordance with applicable law.

ARTICLE 5 — MEETINGS OF DIRECTORS

1. Annual Meeting. The annual meeting of the Board shall be held in the month of June of each year for the purpose of electing Directors and Officers and transacting such other business as may be properly brought before the Board. If the annual meeting is not held as designated by these Bylaws, a substitute annual meeting may be called by or at the request of any two Directors and such meeting shall be designated and treated for all purposes as the annual meeting.

2. Regular Meeting. The Board shall set a schedule of the time and place for the holding of regular meetings, which shall occur at least once each month.

3. Special Meeting. Special meetings of the Board may be called by or at the request of any two Directors.

4. Open Meetings. All meetings of the Board shall comply with Article 33C of Chapter 143 of the North Carolina General Statutes. Consistent with that Article; the Board shall, among other things: (i) cause a current copy of the schedule of its regular meetings to be kept on file with the Secretary of the Corporation; (ii) give public notice of regular, special, and emergency meetings pursuant to N.C. Gen. Stat. § 143-318.12; and (iii) only take action by written ballot in accordance with N.G. Gen. Stat. § 143-318.13.

5. Place of Meetings. Meetings of the Board may be held at the principal office of the Corporation or at such other place as shall be designated in the notice of the meeting or agreed upon at or before the meeting by a majority of the Directors then in office. However, unless conducted electronically, all meetings of the Board shall take place within the State of North Carolina and within close proximity to the charter school operated by the Board, such that parents, students, and interested parties may attend.

6. Manner of Acting. The act of the majority of the Directors then in office at a properly noticed and conducted meeting shall be the act of the Board, except as otherwise provided by law.

7. Meeting by Conference Telephone. Any one or more Directors may participate in a meeting of the Board by conference telephone or other electronic means which allows all Directors to simultaneously hear one another during the meeting, and such participation shall be deemed presence in person at such meeting. If the Board holds a meeting by conference telephone or other electronic means, it shall provide a location and means whereby members of the public may listen to the meeting, and notice of the meeting shall be provided as required by N.C. Gen. Stat. § 143-318.13.

ARTICLE 6 — COMMITTEES

1. Committee Authority. The Board may designate one or more committees by resolution. Each committee shall consist of three (3) or more Directors elected by the Board and shall have such powers as may be delegated by the Board, except that no committee may: (i) authorize distributions to or for the benefit of Directors or Officers; (ii) approve dissolution, merger or the sale, pledge or transfer of all or substantially all of the Corporation's assets; (iii) elect, appoint or remove Directors, or fill vacancies on the Board or on any of its committees, (iv) elect Officers, (v) adopt, amend, or repeal the Articles or Bylaws, or (vi) take any action the Board cannot lawfully delegate under the Articles, Bylaws, or applicable law.

2. Committee Conduct. Each committee shall fix its own rules governing the conduct of its activities and shall make such reports to the Board of its activities as the Board may request. The provisions in Article 5 applicable to meetings of the Board shall apply to meetings of committees.

ARTICLE 7 — OFFICERS OF THE CORPORATION

1. Number and Titles. The Officers of the Corporation shall be a President, Vice President, Secretary, and Treasurer. Except as otherwise provided in these Bylaws, the Officers shall have the authority and perform the duties as from time to time may be prescribed by the Board. Any two or more offices may be held by the same individual, but no Officer may act in more than one capacity where action of two or more Officers is required.

2. Election and Term of Office. The Officers shall be elected by the Board at the annual meeting. If the election of Officers is not held at the annual meeting, the election shall be held as soon thereafter as may be convenient. Each Officer shall hold office until the next annual meeting and until a successor is elected and qualifies.

3. Removal. Any Officer elected or appointed by the Board may be removed at any time by the Board with or without cause.

4. Resignation. An Officer may resign at any time by providing written notice to the President of the Corporation, or if the President is resigning or the Presidency is vacant, then to the Officer holding the next highest office. The resignation shall be effective when communicated, unless the notice specifies a later effective date or subsequent event upon which it will become effective.

5. Vacancies. A vacancy in any office shall be filled by the Board for the unexpired portion of the term.

6. President. The President shall be a member of the Board and shall preside at all meetings of the Board. The President shall sign, with any other proper Officer, instruments

which may be lawfully executed on behalf of the Corporation, except where required or permitted by law to be otherwise signed and executed, and except where the signing and execution shall be delegated by the Board to some other Officer. The President shall, in general, perform all duties incident to the office of President as may be prescribed by the Board from time to time.

7. Vice President. The Vice President shall be a member of the Board and shall exercise the powers of the President during that Officer's absence or inability to act. Any action taken by a Vice President in the performance of the duties of the President shall be presumptive evidence of the absence or inability to act of the President at the time the action was taken. The Vice President shall have such powers and perform such other duties as from time to time may be assigned to the Vice President by the President or by the Board.

8. Secretary. The Secretary shall be a member of the Board and shall be responsible for keeping the minutes of the Board meetings and seeing that all notices are duly given in accordance with the provisions of these Bylaws or as required by law. The Secretary shall have general charge of the corporate books and records. The Secretary shall sign such instruments as may require the signature of the Secretary and in general shall perform all duties incident to the office of Secretary and other duties as from time to time may be assigned to the Secretary by the President or the Board.

9. Treasurer. The Treasurer shall be a member of the Board and shall: (i) have charge and custody of and be responsible for all funds and securities of the Corporation; (ii) keep accurate books and records of receipts and disbursements; (iii) deposit all moneys and securities received by the Corporation in such banks, trust companies, or other depositories as shall be selected by the Board; and (iv) see that all required corporate filings are made. The Treasurer shall, in general, perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by the President or by the Board.

10. Compensation. All Officers shall serve as volunteers without compensation. By resolution of the Board, Officers may be reimbursed for their reasonable expenses incident to their duties in accordance with applicable law.

ARTICLE 8 — CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS; GENERAL PROVISIONS

1. Contracts. The Board may authorize any one or more Officers to enter into any contract or other instrument on behalf of the Corporation. Such authority may be general or confined to specific instances. When the Board authorizes the execution of a contract or of any other instrument in the name of and on behalf of the Corporation, without specifying the executing Officers, the President or Vice President, and the Secretary or Treasurer may execute the same.

2. Loans. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board.

3. Checks, Drafts, and Orders for Payment. All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation shall be signed by such Officer or Officers as shall from time to time be determined by resolution of the Board.

4. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board may select.

5. Conflict of Interest. A Director shall inform the Board of any direct or indirect conflict of interest which the Director has with regard to any transaction contemplated by the Board (a “**Conflict of Interest**”). A Conflict of Interest shall exist in Board actions including, but not be limited to, actions concerning a transaction in which the Director: (i) has a material financial interest; or (ii) is presently serving as a director, trustee, officer, or general partner of another party. Pursuant to N.C. Gen. Stat. § 55A-8-31, the Director with a Conflict of Interest may participate in the discussion, but may not vote on the transaction. The transaction is authorized, approved, or ratified by the vote of a majority of the Directors then in office who have no Conflict of Interest, which must be more than one Director.

6. Contracts between the Corporation and Related Persons. The Corporation may not enter into a contract with a related person to the extent such contract and any transfers in connection therewith might cause or imply private benefit under the relevant sections of the Code or applicable provisions of state ethical requirements for local government officials.

ARTICLE 9 — INDEMNIFICATION

It shall be the policy of the Corporation to indemnify to the maximum extent permitted by Chapter 55A of the North Carolina General Statutes each person who is or was a Director, Officer, or member of a committee of the Board and each person who serves or has served at the request of the Board as a trustee, Director, Officer, partner, or employee of another corporation, partnership, joint venture, trust, or other enterprise. The Corporation may purchase and maintain insurance on behalf of any such person against any liability asserted against and incurred by such person in any such capacity or arising out of his or her status as such, whether or not the Corporation would have power to indemnify such person against such liability under the preceding sentence. The Corporation may, to the extent authorized from time to time by the Board, grant rights to indemnification to any employee of the Corporation. Notwithstanding any provision of this Article to the contrary, the Corporation shall not indemnify any person described in this Article if such indemnification would jeopardize the Corporation’s tax-exempt status under Section 501(c)(3) of the Code. The Corporation may advance expenses in connection with any proceeding to such person in accordance with applicable law. The use of

funds of the Corporation for indemnification or for purchase and maintenance of insurance for the benefit of the persons designated in this Article shall be deemed a proper expense of the Corporation.

ARTICLE 10 — FISCAL YEAR

The fiscal year of the Corporation shall begin on the first day of July in each year and end on the following June 30; provided that the first fiscal year shall begin on the date of incorporation.

ARTICLE 11 — DISPOSITION OF ASSETS

If the Corporation is granted a charter to operate a public charter school by the State Board of Education and the Corporation is subsequently dissolved or the charter is terminated or not renewed, then all net assets of the Corporation purchased for the school shall be deemed the property of and distributed to the local school administrative unit in which the school is located in accordance with N.C. Gen. Stat. § 115C-238.29F(i) or the corresponding provision of any future North Carolina charter school law. To the extent the Corporation possesses assets other than those subject to distribution pursuant to N.C. Gen. Stat. § 115C-238.29F(i), upon termination, dissolution, or winding up of the affairs of the Corporation, the Directors shall, after paying or making provision for payment of all liabilities of the Corporation, distribute all such remaining assets among one or more organizations, which are organized and operated for exempt purposes and qualified as exempt organizations under Section 501(c)(3) of the Code and to which contributions are deductible under Section 170(c)(2) of the Code, or to federal, state, and local governments to be used exclusively for public purposes.

ARTICLE 12 — NON-DISCRIMINATION

The public charter school operated by the Corporation shall permit students of any race, religion, color, ethnicity, socio-economic status, and national origin to all the rights, privileges, programs, and activities generally accorded or made available to students at the charter school.

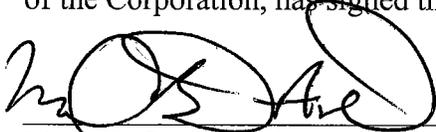
ARTICLE 13 — AMENDMENTS

These Bylaws may be amended or repealed and new Bylaws may be adopted by the affirmative vote of a majority of the Directors then in office at any regular or special meeting of the Board, provided that notice of the meeting shall have been given which states that the purpose or one of the purposes of the meeting is to consider a proposed amendment to the Bylaws and includes a copy or summary of the proposed amendment or states the general nature of the amendment.

SECRETARY'S CERTIFICATE

This document is to certify that the foregoing Bylaws of High Point Charter Academy, Inc. were duly adopted by resolution of the Board, effective as of the 6th day of September, 2016.

IN WITNESS WHEREOF, the undersigned, being the duly elected and acting Secretary of the Corporation, has signed this Secretary's Certificate this the 6th day of September, 2016.

A handwritten signature in black ink, appearing to read "Michelle Bodie Anderson", written over a horizontal line.

Michelle Bodie Anderson, Secretary,
High Point Charter Academy, Inc.



NORTH CAROLINA

Department of the Secretary of State

To all whom these presents shall come, Greetings:

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF INCORPORATION

OF

HIGH POINT CHARTER ACADEMY, INC.

the original of which was filed in this office on the 2nd day of September, 2016.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 2nd day of September, 2016.

Elaine F. Marshall

Secretary of State

Certification# C201624500594-1 Reference# C201624500594-1 Page: 1 of 4
Verify this certificate online at <http://www.sosnc.gov/verification>

SOSID: 1541070
Date Filed: 9/2/2016 8:03:00 AM
Elaine F. Marshall
North Carolina Secretary of State
C2016 245 00594

**ARTICLES OF INCORPORATION
OF
HIGH POINT CHARTER ACADEMY, INC.
A NON-PROFIT CORPORATION**

The undersigned, being of the age of eighteen years or older, does make and acknowledge these Articles of Incorporation for the purpose of forming a corporation under and by virtue of the North Carolina Nonprofit Corporation Act, as provided in Chapter 55A of the General Statutes of North Carolina.

ARTICLE I

The name of the corporation is High Point Charter Academy, Inc. (the “**Corporation**”).

ARTICLE II

The Corporation is a “charitable or religious corporation” as defined in N.C. Gen. Stat. § 55A-1-40(4).

ARTICLE III

The street address and county of the initial registered office of the corporation is 235 N. Edgeworth Street, Greensboro, Guilford County, North Carolina 27401. The name of the initial registered agent of the corporation at such address is CR Services, LLC.

ARTICLE IV

The street address and county of the Corporation’s principal office is 235 N. Edgeworth Street, Greensboro, Guilford County, North Carolina 27401.

ARTICLE V

The name of the incorporator is Robert Williams and his address is 2511 Kersey Street, Greensboro, Guilford County, North Carolina 27406.

ARTICLE VI

The Corporation shall have no members.

ARTICLE VII

The purposes for which the Corporation is organized are:

- a. To operate a public charter school in the State of North Carolina pursuant to N.C. Gen. Stat. § 115C-238.29A *et seq.*;

b. To operate exclusively for charitable, educational, religious, literary, and scientific purposes within the meaning of Sections 501(c)(3) and 170(c)(2) of the Internal Revenue Code of 1986 or the corresponding provisions of any future United States Internal Revenue laws (the “Code”); and

c. To engage in any lawful activity for which corporations may be organized under Chapter 55A of the General Statutes of North Carolina, provided 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 or the corresponding provision of any future United States Internal Revenue Code.

ARTICLE VIII

The Board of Directors of the Corporation shall consist of those persons as may be elected to the Board of Directors from time to time in accordance with the provisions of the bylaws of the Corporation. Subject to those provisions, the Board of Directors alone shall have the authority to adopt and amend the bylaws, approve budgets, and govern and conduct the affairs of the Corporation.

ARTICLE IX

If the Corporation is granted a charter to operate a public charter school by the State Board of Education and the Corporation is subsequently dissolved or the charter is terminated or not renewed, then all net assets of the Corporation purchased for the school shall be deemed the property of and distributed to the local school administrative unit in which the school is located in accordance with N.C. Gen. Stat. § 115C-238.29F(i) or the corresponding provision of any future North Carolina charter school law. To the extent the Corporation possesses assets other than those subject to distribution pursuant to N.C. Gen. Stat. § 115C-238.29F(i), upon termination, dissolution, or winding up of the affairs of the Corporation, the Directors shall, after paying or making provision for payment of all liabilities of the Corporation, distribute all such remaining assets among one or more organizations which are organized and operated for exempt purposes and qualified as exempt organizations under Section 501(c)(3) of the Code and to which contributions are deductible under Section 170(c)(2) of the Code, or to federal, state, and local governments to be used exclusively for public purposes.

ARTICLE X

No part of the net earnings of the Corporation shall be distributable to or inure to the benefit of its officers or directors or any private person, except that the Corporation shall be authorized to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its exempt purposes. No substantial part of the activities of the Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation (except to the extent permitted by Section 501(h) of the Code), and the Corporation shall not participate in or intervene in any political campaign on behalf of any candidate for public office, including the publication or distribution of statements. Notwithstanding any other provision hereof, the Corporation shall not carry on any other activities not permitted to be carried on by: (i) a corporation exempt from federal income tax under Section 501(c)(3) of the

Code; or (ii) a corporation to which contributions are deductible under Section 170(c)(2) of the Code.

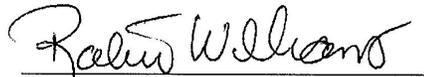
ARTICLE XI

To the maximum extent permitted by applicable law, no person who is serving or who has served as a Director of the Corporation shall be personally liable for any action for monetary damages for breach of his or her duty as a Director, whether such action is brought by or in the right of the Corporation or otherwise. Neither the amendment or repeal of this paragraph, nor the adoption of any provision of these Articles of Incorporation inconsistent with this paragraph, shall eliminate or reduce the protection afforded by this paragraph to a Director of the Corporation with respect to any matter which occurred, or any cause of action, suit, or claim which, but for this paragraph would have accrued or risen, prior to such amendment, repeal, or adoption.

ARTICLE XII

These Articles of Incorporation shall become effective upon filing.

These Articles of Incorporation are hereby signed by the incorporator on the 1st day of September, 2016.


Robert Williams, Incorporator

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“**Agreement**”) by and between National Heritage Academies, Inc., a Michigan corporation (“**NHA**”), and **High Point Charter Academy, Inc.**, a North Carolina non-profit corporation (the “**School**”) is executed as of the 6th day of September 2016 and shall become effective as of the Effective Date (as defined in Article II(A) below). For purposes of this Agreement, NHA and the School shall be referred to collectively as the “**Parties**.”

RECITALS

WHEREAS, the School is applying for a Charter from the North Carolina State Board of Education (the “**Authorizer**”) to operate a public charter school pursuant to N.C. Gen. Stat. § 115C-218 *et seq.* (the “**Authorizing Law**”); and

WHEREAS, the Parties desire to work together to promote educational excellence and innovation based on NHA’s school design, comprehensive educational program and management principles; and

WHEREAS, the Parties desire to set forth the terms and conditions of such a relationship in this Agreement;

NOW, THEREFORE, for good and valuable consideration, including the mutual promise and benefits contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

CONTRACTING RELATIONSHIP

A. Services. Subject to the terms and conditions of this Agreement, and as permitted by applicable law, the School hereby contracts with NHA for the provision during the Term of certain educational, business administration, facility, and management services, including without limitation, all labor, equipment, and materials necessary for the provision of the same, as set forth herein (collectively, the “**Services**”).

B. Charter. This Agreement shall: (i) be subject to and comply with the terms and conditions of the Charter and the School’s Charter Application (collectively, the “**Charter**”); and (ii) not be construed to interfere with the constitutional, statutory, or fiduciary duties of the School’s Board of Directors (the “**Board**”). In the event of a conflict between any term or condition of this Agreement and any term or condition of the Charter, the term or condition of the Charter shall govern.

C. Independent Contractor. NHA shall provide the Services as an independent contractor, and not as an employee, partner, agent, or associate of the School. This independent contractor relationship shall extend to the officers, directors, employees, and representatives of NHA. Consistent with the status of an independent contractor, NHA reserves to itself the right to

designate the means and methods of accomplishing the objectives and purposes of this Agreement consistent with Authorizing Law and the Charter. The relationship between the Parties is based solely on the terms and conditions of this Agreement, and the terms and conditions of any other written agreement between the Parties.

D. Designations and Appointments.

1. NHA, including its directors, officers, and employees are hereby designated as “other School Officials having a legitimate educational interest in education records” for purposes of the Family Educational Right and Privacy Act, 20 U.S.C. §1232g *et seq.* (FERPA).

2. NHA, its directors, officers, and employees may be designated by the School for other purposes by a written resolution of the Board.

ARTICLE II

TERM & TERMINATION

A. Effective Date; Term. This term of this Agreement shall commence on the Effective Date, and unless terminated as set forth herein, shall continue until the termination or expiration of the Charter currently in effect, inclusive of any Charter reauthorization or renewal periods thereof (the “**Term**”). “Effective Date” means the date that the Authorizer approves and issues a fully executed Charter to the School under the policies of the Authorizer and applicable North Carolina law. The parties have executed this Agreement in anticipation that it will automatically spring into existence and become effective on the Effective Date without any further action required from either party. For clarity, the parties shall have no rights, or any obligations to one another whatsoever, under this Agreement unless and until the Effective Date. In the event that the School fails to have a Charter issued by the Authorizer for any reason, this Agreement will automatically terminate without any rights or obligations of either party under this Agreement having ever come into effect. The parties acknowledge that the Authorizer, as part of any reauthorization or renewal, may require that the School and NHA submit an amended or restated Agreement for review by the Authorizer. Assuming that the Effective Date comes to pass, and the Term of this Agreement commences, the first school year under the Term of this Agreement shall commence July 1, 2018 to June 30, 2019, and each school year during the Term thereafter shall commence on July 1 and end on June 30 of the following year.

B. Termination.

1. By NHA. NHA may terminate this Agreement prior to the end of the Term if the Board fails to remedy a material breach of this Agreement within thirty (30) days after receiving a notice from NHA of such breach. For purposes of this Subsection, a material breach (which for the sake of clarity is a default hereunder) includes, but is not limited to: (i) NHA’s failure to timely receive any compensation or reimbursement required by this Agreement; or (ii) a suspension, revocation, or non-renewal of the Charter.

2. By the School. The School may terminate this Agreement prior to the end of the Term if NHA fails to remedy a material breach of this Agreement within (30) days after receiving notice from the School of such breach. For purposes of this Subsection, a material breach (which for the sake of clarity is a default hereunder) includes, but is not limited to: (i) NHA's failure to account for expenditures or pay operating costs pursuant to the Budget (as defined below); (ii) NHA's failure to follow policies, procedures, rules, regulations or curriculum adopted by the Board, provided they do not violate the Charter, applicable law, or this Agreement; (iii) a receipt by the Board of an unsatisfactory report from NHA or an independent education consultant retained by the Board regarding the Services or the School's performance, provided the unsatisfactory performance cannot be adequately corrected or explained; (iv) a determination that this Agreement or its implementation would serve as grounds for suspension, revocation, or non-renewal of the Charter; (v) a determination that this Agreement or its implementation would jeopardize material tax exemptions of the School or its non-profit status; or (vi) any action or inaction by NHA that places the Charter in jeopardy of termination, suspension or revocation.

3. By Either Party. Either party may terminate this Agreement prior to the end of the Term, with or without cause, by providing the other party with at least ninety (90) days' prior written notice.

4. If this Agreement is terminated prior to the end of the Term, and unless otherwise agreed by the Parties, such termination will not become effective until the end of the then-current school year.

C. Effect of Termination. Upon the effective date of termination or expiration of this Agreement:

1. NHA shall have the right to remove from the School any equipment or other assets owned or leased by NHA;

2. The School shall pay or reimburse NHA through the Fee (as defined below) for the prepaid portion of any expenses or liabilities incurred by NHA pursuant to the Budget as of the date of such termination or expiration, provided NHA supplies the School with documentation of all such expenses and liabilities;

3. NHA may agree, in its sole discretion, to assist the School for a reasonable amount of time, not to exceed ninety (90) days, and for a reasonable fee, with the School's transition to another administrative, managerial, or services arrangement;

4. NHA shall, if applicable, reasonably assist the School in the execution of a closure and dissolution plan and cooperate in the closure and dissolution process, including without limitation, in any audits and court or other proceedings related thereto; and

5. The party to whom Confidential Information (as defined below) has been disclosed shall, upon request and at the direction of the disclosing party: (i) return such Confidential Information within thirty (30) days, including any copies thereof, and cease its use; or (ii) destroy such Confidential Information and certify such destruction to the disclosing party,

except for a single copy thereof which may be retained for the sole purpose of determining the scope of any obligations incurred under this Agreement, and except where disclosure or retention is required by applicable law.

ARTICLE III

OBLIGATIONS OF NHA

A. Manager at Risk. NHA shall be responsible and accountable to the Board for providing the Services during the Term. During the Term, NHA shall provide the Services regardless of whether actual revenue meets the level projected in the Budget, and NHA hereby assumes the risk of funding shortfalls during the Term. Notwithstanding the foregoing, NHA shall not be required to expend funds on Services in excess of the amount set forth in the Budget.

B. Comprehensive Educational Program. The School has determined to adopt NHA's proprietary educational and academic programs and goals, as set forth in the Charter (the "**Educational Program**"). Subject to the oversight of the Board, during the Term NHA shall implement and administer the Educational Program. In the event that NHA reasonably determines that it is necessary or advisable to make material changes to the Educational Program, NHA shall inform the Board of the proposed changes and obtain the Board's approval before making such changes, as well as the Authorizer's approval if required by the Charter or applicable law. The Parties acknowledge and agree that an essential principle of the Educational Program is its flexibility, adaptability and capacity to change in the interest of continuous improvement and efficiency. Not less than annually or as reasonably requested by the Board during the Term, NHA shall provide the Board with a report detailing progress made on each of the educational goals set forth in the Educational Program. The school year calendar and the school day schedule shall be approved by the Board as required under the Charter.

C. All Children Welcome. NHA places a high value on diversity, and the School shall welcome students of all races, ethnicity, religion, gender and economic backgrounds.

D. Services to Students with Disabilities. NHA welcomes students with disabilities at the School. NHA shall provide special education and related services, in conformity with the requirements of applicable law, to students who attend the School.

E. Educational and Administrative Services. Subject to the oversight of the Board, during the Term, NHA shall implement operational practices and procedures that are consistent with Board policy, the Charter and applicable law. Such practices and procedures shall include, but are not limited to:

1. Student recruitment and student admissions.
2. Student assessments, including testing, promotion, and retention.

3. The acquisition of instructional materials, equipment and supplies, and the administration of any and all extra-curricular and co-curricular activities and programs included in the Budget.

4. Employment of personnel working at the School and management of all personnel functions, as set forth herein.

5. All aspects of the School's business administration.

6. All aspects of the School's accounting operation, including general ledger management, financial reporting, payroll, employee benefits and payroll tax compliance.

7. All aspects of food services.

8. All aspects of facilities administration and maintenance.

9. Student behavior management and discipline.

F. Location of Services. Other than instruction, and unless prohibited by the Charter or applicable law, NHA may provide the Services, including but not limited to, purchasing, professional development and administrative services, off-site.

G. Subcontracts. NHA reserves the right to subcontract any and all aspects of the Services. NHA shall not subcontract the oversight of the Educational Program, except as specifically permitted in this Agreement or with prior written approval of the Board. Notwithstanding the foregoing, the Board specifically acknowledges and agrees that from time to time NHA may use third parties or independent contractors to assist in the creation and development of Educational Materials (as defined below) that may be used as a part of the Educational Program.

H. Pupil Performance Standards and Evaluation. NHA shall implement pupil performance evaluations that permit evaluation of the academic progress of each School student. NHA shall utilize assessment strategies required by the Charter and applicable law. The Board and NHA shall cooperate in good faith to identify academic goals and methods to assess such academic performance. NHA shall provide the Board with timely reports regarding student performance.

I. Unusual Events. NHA shall timely notify the Board and the Administrator (as defined below) during the Term of any anticipated or known material: (i) health or safety issues, including all mandatory reporting required by applicable law; (ii) labor, employee or funding issues; or (iii) other issues that may reasonably and adversely impact the School's ability to comply with the Charter, applicable law or this Agreement.

J. School Records. The financial and education records pertaining to the School (collectively, the "**School Records**"), are property of the School. Except as may be prohibited or limited by the Charter or applicable law, the School Records shall be available to the Board and the Authorizer for their review, and are subject to inspection and copying to the same extent that records of public schools are subject to inspection and copying pursuant to applicable law. All

School Records shall be physically or electronically available upon request at the School's physical facility. NHA agrees to comply with the terms of the Charter regarding information to be made available to the School.

K. Facility. NHA shall use reasonable efforts to secure a facility to be leased or otherwise provided to the School on terms mutually agreeable to NHA and the Board. Obligations of the Board created under the terms of such lease are to be fulfilled by NHA unless otherwise agreed to in writing by NHA and the Board. The facility shall comply with the requirements of the Charter and applicable law. NHA shall also use reasonable efforts to cause the facility to be furnished with equipment and technology as is reasonably necessary to implement the Educational Program.

L. Legal Compliance. NHA will implement and enforce rules, regulations and procedures applicable to the School that are consistent with adopted Board policy, if any, and the Educational Program in accordance with the Charter and applicable law, including without limitation, rules, regulations, and policies regarding non-discrimination, discipline, special education, confidentiality and access to records.

M. Rules and Procedures. NHA will recommend to the Board reasonable rules, regulations, policies and/or procedures applicable to the School. The Board hereby authorizes and directs NHA to enforce such rules, regulations and procedures consistent with Board policy.

N. Assistance to the Board. NHA shall cooperate with the Board and, to the extent consistent with applicable law, timely furnish the Board with all documents and information necessary for the Board to properly perform its responsibilities under this Agreement.

ARTICLE IV

OBLIGATIONS OF THE BOARD

A. Board Policies. The Board shall be responsible for the fiscal and academic policies of the School. The Board shall exercise good faith in considering the recommendations of NHA, including but not limited to, NHA's recommendations regarding policies, rules, regulations and the Budget (as defined below).

B. Assistance to NHA. The Board shall cooperate with NHA and, to the extent consistent with applicable law, timely furnish NHA all documents and information necessary for NHA to properly perform its responsibilities under this Agreement during the Term.

C. Unusual Events. The Board shall timely notify NHA, during the Term, of any anticipated or known material: (i) health or safety issues; (ii) labor, employee or funding issues; or (iii) other issues that may reasonably and adversely impact NHA's ability to comply with the Charter, applicable law, or this Agreement.

D. Office Space. The Board shall provide NHA with suitable office space at the School, provided the requested space is: (i) available and can be provided without materially

prejudicing the Educational Program; and (ii) used only for activities related to the School. The space shall be provided at no cost to NHA.

E. Retained Authority. The Board shall retain the authority to adopt reasonable policies in accordance with applicable law relative to anything necessary for the proper establishment, maintenance, management, and operation of the School.

ARTICLE V

INTELLECTUAL PROPERTY

A. Definitions.

1. **“Educational Materials”** means all curriculum, print and electronic textbooks, instructional materials, lesson plans, teacher guides, workbooks, tests, and other curriculum-related materials licensed, developed or otherwise owned by the School or NHA.

2. **“Confidential Information”** means any confidential and non-public trade, technical or business knowledge, information and materials regarding the School or NHA (or their respective affiliates), which is given by one party to the other, or any of their respective representatives, in any form, whether printed, written, oral, visual, electronic or in any other media or manner. Confidential Information includes, but is not limited to, research, operations and procedures, financial projections, pricing, sales, expansion plans and strategies, services data, trade secrets and other intellectual property, or the results of any mediation or private adjudication, as well as information with respect to each party’s or its affiliates’ plans for market expansion, except for information which a party can show by contemporaneous written records was developed or formulated independently of work or services performed for, or in connection with performance of, this Agreement. Notwithstanding the foregoing, the disclosure of the other party’s Confidential Information as required to be disclosed by law, rule or regulation or by reason of subpoena, court order or government action shall not constitute a breach of this Agreement; however, in such event the party required to disclose such information will reasonably cooperate with the party whose information is required to be disclosed in order to obtain a protective order applicable to such disclosure. All Confidential Information will remain the sole property of the party disclosing such information or data.

B. School Materials. The School shall own all right, title and interest in and to Educational Materials that are: (i) licensed or owned by the School as of the Effective Date; or (ii) licensed, developed, characterized, conceived, derived, generated, identified, or otherwise made by the School during the Term, provided such materials do not reference the NHA Materials (as defined below), or incorporate any Confidential Information of NHA (collectively, the **“School Materials”**). The School Materials shall include all intellectual property rights associated therewith.

C. NHA Materials. NHA shall own all right, title and interest in and to Educational Materials that are: (i) licensed or owned by NHA as of the Effective Date; (ii) licensed, developed, characterized, conceived, derived, generated, identified, or otherwise made by NHA during the

Term, provided such materials do not reference School Materials or incorporate any Confidential Information of the School; and (iii) any and all Educational Materials and non-curriculum materials provided to the School by NHA relating to the Educational Program, including all changes and derivatives thereof (collectively, the “**NHA Materials**”).

D. Derivative Works. The Parties acknowledge that to the extent any Educational Materials created by the School are derivative of the NHA Materials, use of such derivative materials during the Term is subject to the license granted herein, and the license to use such derivative materials shall cease as of the date of expiration or termination of this Agreement.

E. No Transfer or Sale. The School acknowledges and agrees that NHA is not transferring or selling, and the School is not receiving, purchasing or acquiring, any intellectual property or proprietary rights in or to the NHA Materials.

F. Licenses. NHA hereby grants the School a non-exclusive, non-transferable license (without the right to sublicense) to use the NHA Materials, and any Educational Materials created by the School which are derivative of the NHA Materials, solely in furtherance of the Educational Program during the Term, including without limitation, the right to reproduce, publicly display, distribute and create derivative works of the same, in hard copy format or electronically, within the United States. The School represents and warrants that during the Term, and following the expiration or termination of this Agreement, the School will not exploit or assist any third party to exploit any of the NHA Materials for commercial purposes. Subject to applicable law, the School grants NHA a non-exclusive, irrevocable, worldwide, assignable right to use, distribute, modify and display the School Materials, solely for educational purposes for the School, in any and all media now known or hereafter developed.

G. NHA Marks. During the Term, NHA grants the School a non-exclusive, revocable, non-transferable license (without the right to sublicense) to use NHA’s trade name(s) and NHA’s trademark(s) (the “**NHA Marks**”) solely for the purposes of promoting and advertising the School. NHA shall have the opportunity to review and approve all artwork, copy or other materials utilizing the NHA Marks prior to any production or distribution thereof. All uses of the NHA Marks require NHA’s prior written permission. The School shall acquire no rights in or to the NHA Marks, and all goodwill associated with the NHA Marks shall inure to the benefit of and remain with NHA. Upon expiration or termination of this Agreement, the School shall immediately discontinue use of the NHA Marks and shall remove the NHA Marks from its locations, vehicles, websites, telephone directory listings and all other written or electronic promotional materials.

H. Assignment. Each party shall, and hereby does assign to the other, with full title guarantee and without additional compensation, such right, title and interest in and to any intellectual property as is necessary to fully affect the ownership provisions set out herein, and any accrued rights of action in respect thereof. Each party shall, if so requested by the other, execute all such documents and do all such other acts and things as may be reasonably required to comply with this Agreement to vest in the appropriate party all rights in the relevant intellectual property and shall procure execution by any named inventor of all such documents as may reasonably be required by the other party in connection with any related patent application.

ARTICLE VI

SOLICITATION AND USE OF PRIVATE FUNDS

NHA shall seek the Board's approval prior to soliciting any non-governmental grants, donations or contributions on behalf of the School. Any such funds received shall be used solely in accordance with the purpose for which they were solicited, applicable donor restrictions, or as otherwise approved by the Board. Subject to applicable donor restrictions, the Board shall determine the allocation of any such funds subject to this Article that remain unexpended following completion of the project or purpose for which they were originally designated.

ARTICLE VII

FINANCIAL ARRANGEMENTS

A. Revenues. Except as provided herein, all monies received by the School during the Term shall be deposited in the School's depository account within three (3) business days with a financial institution acceptable to the Board; provided, however, that upon receipt of a notice from NHA, the School shall pay all such funds owing under this Agreement directly to the account or party specified in such notice. The signatories on the School depository account shall solely be Board members or properly designated Board agents (if any). Interest income earned on the School's depository account shall accrue to the School. Except as specifically excluded by this Agreement, the term "**Revenues**" shall include all funds received by or on behalf of the School, including but not limited to:

1. Funding for public school students enrolled at the School.
2. Special education funding provided by the federal and/or state government that is directly allocable to special education students enrolled at the School.
3. Academically or intellectually gifted funding provided by the federal and/or state government that is directly allocable to academically or intellectually gifted students enrolled at the School.
4. At-risk funding provided by the federal and/or state government that is directly allocable to at-risk students enrolled at the School.
5. Funding provided by the federal and/or state government that is directly allocable to students enrolled at the School with limited English proficiency.
6. All other federal and/or state grant sources, including, but not limited to, Title I and any start-up funding allocable to the School.
7. All other grants and donations received by the School to support or carry out programs at the School (except to the extent NHA is not required or involved in soliciting,

administering or managing the contribution and/or donation, in which case such funds shall be deposited in the Board Spending Account (as defined below)).

8. Fees charged to students as permitted by law for extra services provided by NHA as approved by the Board.

The expenditure of any Revenues received from governmental entities shall be consistent with all applicable regulations and policies. The expenditure of any Revenues received from non-governmental grants, contributions and donations shall be made consistent with the provisions of Article VI.

B. Budget. NHA shall provide the Board with an annual proposed Budget prepared and maintained in accordance with the Charter and applicable law (the “**Budget**”). For the School’s first school year, the Budget shall be submitted prior to the beginning of the school year. Thereafter, the Budget shall be submitted to the Board prior to June 1 for the next school year.

C. Review and Approval of Budget. The Board shall be responsible for reviewing and approving the Budget in accordance with the Charter and applicable law. At the direction of either NHA or the Board, with the approval of the Board, the Budget shall be amended from time to time as necessary.

D. Board Spending Account. Notwithstanding any other provision of this Agreement to the contrary, each school year during the Term, NHA shall allocate to an account controlled by the Board an amount equal to the lesser of: (i) 2% of state per pupil aid reflected in the Budget for that respective school year, or (ii) \$35,000 (the “**Board Spending Account**”). The aforesaid amount shall be deposited by NHA into the Board Spending Account pro-rata during the course of the School’s school year as Revenues are received. All funds in the Board Spending Account are the property of the School and may be used by the School at the discretion of the Board. Funds in the Board Spending Account that are not spent by the School during the school year shall carry over annually. Items purchased by NHA for the School and paid for by the School with funds from the Board Spending Account, such as non-proprietary instructional and/or curriculum materials, books, supplies and equipment, shall be the property of the School. The property of the School excludes items leased, financed or purchased by NHA with the Fee (as defined below). NHA agrees not to add any fees or charges to the cost of equipment, materials or supplies purchased by NHA on behalf of the School with funds from the Board Spending Account. NHA, in making such purchases for the School pursuant to this subsection, shall comply with applicable law, as if the School were making such purchases itself from a third party, and shall provide the Board, upon request, available documentation evidencing the costs associated with such purchases. NHA shall maintain a listing of all assets owned by the School and shall provide the list to the Board annually upon request.

E. Fee. NHA shall receive all Revenues as its services fee (the “**Fee**”), from which it shall pay all operating costs of the School as detailed in the Budget. NHA and the Board acknowledge that operating costs may include an administrative fee payable to the Authorizer as set forth in the Charter. Payment of the Fee shall be made on the same frequency that the School receives its Revenues. NHA shall be entitled to retain as compensation for the Services the

difference, if any, between the Fee and the amount actually expended by NHA in operation and/or management of the School during the School's fiscal year.

F. No Loans. NHA shall not make or extend loans to the Board.

G. Other Schools. The School acknowledges that NHA has entered into similar services agreements with other schools. NHA shall maintain separate accounts for expenses incurred in the operation of the School and other schools assisted by NHA, and shall reflect in the School's financial records only those expenses incurred in the operation of the School. If NHA incurs expenses that are for both the benefit of the School and other schools assisted by NHA, then NHA shall allocate, to the extent permitted by law, such expenses among all such affected schools, including the School, on a prorated basis based upon the number of enrolled students, the number of classrooms, or the number of teachers at the affected schools, or on such other equitable basis as is reasonably determined by NHA. In no event shall marketing costs incurred solely for the benefit of NHA (and not the School) be allocated to the School.

H. Financial Reporting. NHA shall provide the Board with:

1. At least annually, the Budget as required by this Agreement.
2. Monthly, financial statements no more than forty-five (45) days in arrears and at least one week prior to each Board meeting. These financial statements will include a Balance Sheet, Statement of Revenues, Expenditures and Changes in Fund Balance at object level detail with a comparison of budget to actual revenue and expenditures and explanations of variances.
3. Quarterly, or as reasonably requested by the Board, a report on School operations and student performance.
4. As reasonably requested, other information to enable the Board to: (i) evaluate the quality of the Services; and (ii) timely provide all reports and information that are required by the Charter and applicable law.

I. Access to Financial Records. NHA shall keep accurate financial records pertaining to its operation of the School, together with all School financial records prepared by or in possession of NHA, and shall retain all of the aforementioned records according to the Charter and applicable law to which such books, accounts, and records relate. NHA and the Board shall maintain the proper confidentiality of personnel, students, and other records as required by law. All records shall be kept in accordance with applicable state and federal requirements.

J. Accounting Standards; Annual Audit.

1. The School shall at all times comply with generally accepted public sector accounting principles and applicable law.

2. The Board shall select and retain an independent auditor to conduct an annual audit of the School's financial matters in accordance with the Charter and applicable law.

3. Subject to applicable law, all records in the possession or control of NHA that relate to the School, including but not limited to, financial records, shall be made available to the School and the School's independent auditor. The expense of the annual audit shall be included in the Budget.

K. Start-up Funds; Contributions. NHA shall provide start-up funds for: (i) the development of curriculum, a technology system and a school operations plan; (ii) recruiting, selecting and training of staff members; and (iii) to the extent necessary as reasonably determined by NHA, cleaning, renovating and equipping of the School facility (the "**Start-Up Funds**"). In addition, in its sole discretion, NHA may, but need not, make contributions to the School in the event School expenses exceed Revenues (the "**Contributions**"). The Contributions, if any, shall be in amounts acceptable to NHA and the Board and, once made, shall be included in the Budget. Unless otherwise agreed, the School shall not be legally obligated to repay NHA for the Start-Up Funds or the Contributions. NHA's agreement to make such Contributions shall not be deemed to negate or mitigate the need for the School to apply for or solicit state or federal start-up funds, grants or sub-grants which the School, as a public school, may be eligible to receive.

ARTICLE VIII

PERSONNEL & TRAINING

A. Qualified Personnel. NHA shall select and hire qualified personnel to perform the Services. NHA shall have the responsibility and authority, subject to this Article, to select, hire, evaluate, assign, discipline, transfer, and terminate personnel consistent with the Budget, the Charter and applicable law. With the exception of teachers, as set forth below, and unless otherwise agreed by the written consent of the Parties, all School personnel shall be employees of NHA. NHA and the Board each shall be responsible for their respective employees. However, the compensation of all employees working at the School shall be included in the Budget. Upon Board request, NHA shall disclose to the Board the level of compensation and fringe benefits provided by NHA to NHA employees working at the School. A criminal background check and unprofessional conduct search in compliance with applicable law shall be conditions for the hiring of or services provided by any person who will or may be reasonably expected to have unsupervised access to and the care, custody or control of, any School student(s).

B. School Administrator. The School administrator (the "**Administrator**") shall be an employee of NHA and not the Board. The duties and terms of the Administrator's employment shall be determined by NHA. The Administrator shall work with NHA in the operation and management of the School. The accountability of NHA to the School is an essential foundation of this Agreement. Since the Administrator is critical to the School's success, NHA shall have the authority, consistent with this Article, to select, hire, evaluate, assign, discipline, transfer and terminate the Administrator, and to hold the Administrator accountable for the performance of the School. Without limiting the foregoing, NHA shall consult with the Board prior to the placement and/or removal of the Administrator. Absent compelling circumstances, the consultation shall

commence at least ninety (90) days prior to NHA placing and/or removing the Administrator. NHA shall give due consideration to the input, if any, of the Board or the Board's designated representative prior to making a final decision regarding placement and/or removal of the Administrator. NHA shall remove the Administrator if the Board is reasonably dissatisfied with the Administrator's performance. Absent compelling circumstances, however, the Board shall give NHA and the Administrator six (6) months to correct the basis for the Board's reasonable dissatisfaction. The parties agree that the purpose of the above provisions is not to deny the Administrator the opportunity for growth and/or promotion within NHA. Notwithstanding any of the foregoing, the placement of the initial Administrator for the School in its first year of operation shall be made by NHA.

C. Teachers. The Administrator shall recommend to the Board for its consideration and approval, teachers who are qualified in the grade level and subjects required by the School to operate in accordance with the terms of the Charter. All teachers shall be jointly employed by the School and NHA for such purposes as inclusion in the compensation and employee benefit plans of NHA, payroll administration and other employment policies and practices; provided however, in all circumstances, the Board shall ultimately control the hiring and discharge decisions with respect to jointly employed teachers at the School in accordance with N.C. Gen. Stat. § 115C-218.90(1). Teachers assigned to and retained by the School shall hold a valid teaching license issued by the State Board of Education to the extent required by N.C. Gen. Stat. § 115C-218.90(1). Subject to the approval of the Board, such teachers may, in the discretion of NHA, work at the School on a full or part-time basis. If assigned to the School on a part-time basis, such teachers may also work at other schools for which NHA provides services under a similar agreement.

D. Support Staff. NHA shall, consistent with this Article, provide the School with qualified support staff as needed to operate the School in an efficient manner. The support staff may, at the discretion of NHA, work at the School on a full or part time basis. If assigned to the School on a part time basis, the support staff may also work at other schools assisted by NHA. The cost for such support staff shall be shared proportionately among the schools at which the support staff is working. An individual who provides a service to students in the School that is not teaching, and for which a license is required under applicable law, shall have the appropriate license to provide such services.

E. Training. NHA shall provide or procure training in its methods, curriculum, program, and technology to all teaching personnel on a regular basis. Instructional personnel shall be required to obtain at least the minimum hours of professional development as required by applicable law. Non-instructional personnel shall receive training as NHA determines reasonable and necessary under the circumstances.

F. Background Checks and Qualifications. NHA shall comply with applicable law regarding background checks, unprofessional conduct searches and certification/licensure, as applicable, for all persons working in the School.

G. Terms of Employment. No member of the staff at the School shall be subject to any covenant not to compete or other employment restriction as part of the terms of his or her employment with NHA for the Services.

H. Limitations on Discretion. All decisions made by NHA, and any discretion exercised by NHA, in its selection, hiring, evaluation, assignment, discipline, transfer, and termination of personnel, shall be consistent with the Budget, the Charter, the parameters adopted and included in the Educational Program, and applicable law.

ARTICLE IX

INDEMNIFICATION

A. Indemnification of Parties. To the extent not prohibited by the Charter or applicable law, the Parties hereby agree to indemnify, defend, and hold the other (the “**Indemnified Party**”), harmless from and against any and all third-party claims, actions, damages, expenses, losses or awards which arise during the Term out of (i) the gross negligence or intentional misconduct of the indemnifying party, (ii) any action taken or not taken by the indemnifying party, or (iii) any noncompliance or breach by the indemnifying party of any of the terms, conditions, warranties, representations, or undertakings contained in or made pursuant to this Agreement. As used herein, Indemnified Party shall include the party’s trustees, directors, officers, employees, agents, representatives and attorneys. The Parties may purchase general liability, property, or other insurance policies. Notwithstanding anything in this Agreement to the contrary, the Board shall not be precluded by the terms of this Agreement from asserting or declining to assert a claim of governmental immunity.

ARTICLE X

INSURANCE

A. Insurance Coverage. NHA shall maintain during the Term such policies of insurance as required by the Charter and applicable law. Each party shall, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this Article. Each party shall comply with any information or reporting requirements required by the other party’s insurer(s), to the extent reasonably practicable.

B. Workers’ Compensation Insurance. Each party shall maintain during the Term workers’ compensation insurance as required by law, covering their respective employees.

ARTICLE XI

REPRESENTATIONS & WARRANTIES

A. Board and School. The Board represents and warrants, for itself and on behalf of the School, that: (i) it is legally vested with all power and authority necessary to execute, deliver and perform this Agreement, including without limitation, the power and authority to contract with a private entity for the provision of educational, business administration and management services; (ii) upon issuance of a Charter it will be legally vested with all power and authority necessary to

operate a charter school under the Authorizing Law; (ii); (iii) its actions have been duly and validly authorized, and it has adopted any and all resolutions or expenditure approvals required for the execution of this Agreement; and (iv) there are no pending actions, claims, suits or proceedings, or, to its knowledge, threatened or reasonably anticipated against or affecting either the Board or the School, which if adversely determined, would have a material adverse effect on its ability to perform under this Agreement.

B. NHA. NHA represents and warrants that: (i) it is a corporation in good standing and is authorized to conduct business in the State of North Carolina; (ii) it is legally vested with all power and authority necessary to execute, deliver and perform this Agreement; (iii) there are no pending actions, claims, suits or proceedings, or, to its knowledge, threatened or reasonably anticipated against or affecting NHA, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement; and (iv) it will comply with all registration and licensing requirements relating to conducting business under this Agreement, which the Board agrees to assist NHA in applying for such licenses and permits and in obtaining such approvals and consents.

ARTICLE XII

MISCELLANEOUS

A. Entire Agreement. This Agreement and any attachments hereto shall constitute the entire agreement of the Parties on the subject matter set forth herein. This Agreement supersedes and replaces any and all prior agreements and understandings regarding the subject matter set forth herein between the School and NHA.

B. Force Majeure. Except for payment obligations, and notwithstanding any other provisions of this Agreement, neither party shall be liable for any delay in performance or inability to perform due to acts of God, war, riot, embargo, fire, explosion, sabotage, flood, accident, labor strike, or other acts beyond its reasonable control; provided either party may terminate this Agreement in accordance with provisions contained herein if sufficient grounds exist as provided in the Article governing termination.

C. State Governing Law; Waiver of Jury Trial. This Agreement shall be construed, interpreted, governed and enforced pursuant to the laws of the State of North Carolina, without regard to its conflict-of-laws principles. The Parties hereby waive the right to a jury trial in any action, proceeding or counterclaim brought by either NHA or the School against the other.

D. Notices. All notices and other communications required by this Agreement shall be in writing and sent to the Parties at the facsimile number or address set forth below. Notice may be given by: (i) facsimile with written evidence of confirmed receipt by the receiving party of the entire notice; (ii) certified or registered mail, postage prepaid, return receipt requested; or (iii) personal delivery. Notice shall be deemed to have been given on the date of transmittal if given by facsimile, upon the date of postmark if sent by certified or registered mail, or upon the date of delivery if given by personal delivery. For purposes of the foregoing, “**personal delivery**” shall include delivery by nationally recognized overnight courier (such as FedEx), if signed for by the recipient or a delegate thereof. Notices to the School shall be sent to the current address of the

then current Board President, with a copy to the then current Board attorney. The addresses of the Parties for the purposes aforesaid, including the address of the initial Board President, are as follows:

The School: High Point Charter Academy Inc.
Attn: Robert J. Williams, Jr. - President, Board of Directors

Telephone: 336-883-7330
Facsimile:

WITH A COPY TO:

Carruthers & Roth, P.A.
Attn: John M. Flynn
255 N. Edgeworth Street
Greensboro, North Carolina 274014
Telephone: (336) 478-1146
Facsimile: (336) 478-1145

NHA: National Heritage Academies, Inc.
Attn: Chief Financial Officer
3850 Broadmoor, S.E. Ste. 201
Grand Rapids, Michigan 49512
Telephone: (616) 222-1700
Facsimile: (616) 222-1701

WITH A COPY TO:

McShane & Bowie
Attn: John R. Grant
1100 Compau Square Plaza
99 Monroe Ave., NW
Grand Rapids, Michigan 49501
Telephone: (616) 732-5013
Facsimile: (616) 732-5099

E. Assignment. NHA may assign this Agreement with the prior written approval of the Board and in a manner consistent with the Authorizer's policies.

F. Amendment. This Agreement shall not be altered, amended, modified or supplemented except by memorandum approved by the Board and signed by both an authorized officer of the School and NHA and in manner consistent with the Authorizer's policies.

G. Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

H. Severability. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms and provisions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the Parties shall use their best efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term or provision.

I. Delegation of Authority. Nothing in this Agreement shall be construed as delegating to NHA powers or authority of the Board which are not subject to delegation by the Board under the Charter or applicable law.

J. Compliance with Law. Each party will comply with the Charter and laws applicable to the performance of such party's obligations hereunder.

K. Time of Essence. The Parties understand and agree that time is of the essence in performing their respective responsibilities under this Agreement during the Term of this Agreement.

L. Indebtedness. No indebtedness of any kind incurred or created by the charter school shall constitute an indebtedness to the State or its political subdivisions, and no indebtedness of the charter school shall involve or be secured by the faith, credit or taxing power of the State or its political subdivisions. (See NCGS 115C-218 et seq).

[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above to be effective as of the Effective Date.

NHA:

National Heritage Academies, Inc.,
a Michigan corporation

By:  _____

Its: Chief Financial Officer

SCHOOL:

High Point Charter Academy Inc.
a North Carolina non-profit corporation

By:  _____

Its: Board President

Our use of the facility, which will be owned by NHA and rented to the school, is defined in our Lease Agreement. If we choose to terminate our relationship with NHA for managing the school, our Lease Agreement states that we are entitled to remain in the building for the remainder of the school year as well as for the subsequent school year. After that, we are free to purchase the building, negotiate a new lease agreement, or find another location. We believe our arrangement serves the school well:

1) NHA incurs all the costs of developing the facility and constructing it to accommodate a fully enrolled, fully expanded school from day one. The Board itself does not need to take on that role.

2) In addition to assuming all the financial risk, NHA's ownership of the building provides additional incentive for it to ensure the high-performance of our school; if we are dissatisfied with the academic or other results, we can sever our management arrangement, move, and leave NHA holding an empty building.

A specific buyout formula for our Board to purchase the facility does not exist. Attached is our draft lease agreement with National Heritage Academies that provides the Board with the facility and lease terms we desire.

LEASE

THIS LEASE (“**Lease**”) is entered into the ___ day of _____ 201_, to be effective July 1, 201_ (the “**Effective Date**”) by and between NATIONAL HERITAGE ACADEMIES, INC., a Michigan corporation, of 3850 Broadmoor SE, Ste. 201, Grand Rapids, Michigan 49512 (“**Landlord**”), and _____, a North Carolina non-profit corporation, having an address of _____, _____, North Carolina _____ (“**Tenant**”).

RECITALS

A. Landlord (defined in Section 22.5), as tenant, and Charter Development Company, L.L.C., as landlord (together with its successors, assigns and successors in interest, the “**Master Landlord**”) are party to that certain Master Lease Agreement effective January 1, 1999, as amended (the “**Master Lease**”).

B. Landlord and Master Landlord amended the Master Lease to subject the Premises thereto.

C. Tenant desires to sublease the Premises from Landlord, and Landlord desires to so sublease the Premises to Tenant, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth above and herein, Landlord and Tenant agree as follows:

ARTICLE 1

The Premises and Other Agreements.

1.1 Premises. Landlord hereby leases to Tenant, on the terms and conditions hereinafter set forth, the real estate located in _____, North Carolina, (_____ County), with an address of _____, _____, North Carolina _____ and more particularly described on Exhibit “A” attached hereto (the “**Land**”), and all improvements located on the Land (the Land and such improvements as they may exist from time to time, hereinafter referred to as the “**Premises**”).

1.2 Master Lease. This Lease is subordinate and subject to the Master Lease. Tenant covenants that it shall not through its negligent, intentional or wrongful acts or omissions cause a breach or default on the part of Landlord under the terms of the Master Lease. Landlord represents and warrants to Tenant that the terms of this Lease are not inconsistent with the terms of the Master Lease, and Tenant’s compliance with the terms of this Lease will not constitute a breach of the terms of the Master Lease. Landlord and Tenant each hereby indemnify the other party against all liability, judgments, costs, damages, claims, costs and expenses, including, without limitation, reasonable attorneys’ fees arising out of or relating to such indemnifying party’s breach of the covenants, representations or warranties set out by such parties in the preceding two sentences.

1.3 Services Agreement. In accordance with the terms and conditions of that certain “**Services Agreement**” of even or similar date herewith, by and between Landlord and Tenant, Landlord has contractually agreed to manage and operate the Premises and the school located on

the Premises, and in connection with the same, Landlord is obligated to fulfill certain obligations assigned to Tenant under the terms of this Lease (the “**Services Obligations**”). In the event that Landlord fails to timely perform or fulfill one or more of the Services Obligations and said failure (a) is not otherwise excused, or subject to notice and an unexpired cure period, by the terms of the Services Agreement, and (b) is not due to the fault of Tenant, then said failure, in and of itself, shall not be deemed to be a Default by Tenant under the terms of this Lease. The foregoing sentence shall be of no further force and effect in the event of expiration or termination of the Services Agreement for any reason.

ARTICLE 2

Term.

2.1 Initial Term and Renewals. The “**Initial Term**” of this Lease shall commence on July 1, 201_ and shall terminate effective June 30, 201_ (the “**Initial Term Expiration**”), unless sooner terminated as hereinafter set forth. Provided that (a) Tenant is not then in Default under this Lease, the Services Agreement, or the “**Charter**” (as defined in Section 13.1.E. below), and (b) this Lease, the Services Agreement and the Charter are still in full force and effect, then, unless a Notice of Non-Renewal is sent as provided below, on the Initial Term Expiration (and each anniversary thereof, during the Term of this Lease), this Lease shall be automatically renewed for successive one (1) year terms, upon the same terms and conditions as contained herein. The “**Term**” of this Lease shall mean the Initial Term and every renewal term entered into by Landlord and Tenant. The term “**Upcoming Expiration Date**” shall mean the Initial Term Expiration, or if the Initial Term Expiration has occurred, then the upcoming anniversary of the Initial Term Expiration. If either party, in its sole discretion, does not wish for this Lease to automatically renew, then at least one hundred eighty (180) days prior to the Upcoming Expiration Date, such party must notify the other party in writing that it does not wish the Term to be renewed (a “**Notice of Non-Renewal**”). Upon the timely delivery of a Notice of Non-Renewal, this Lease shall terminate on the Upcoming Expiration Date.

2.2 If Tenant is entitled to terminate this Lease due to Landlord’s default hereunder or if Tenant is entitled to terminate the Services Agreement due to Landlord’s default thereunder, then provided that Tenant is not in default hereunder or under the Services Agreement, Tenant may elect by written notice to Landlord given within thirty (30) days after Tenant provides notice to Landlord of such default and Landlord fails to cure such default, leave this Lease in effect (except for any Lease renewal and assignment rights) for the remainder of the school year then in effect plus the succeeding one (1) school year (July 1 to June 30)(collectively, the “**Holdover Period**”), in which event the effective termination date of the Lease shall be the earlier of the last day of such Holdover Period or the date upon which Tenant vacates the Premises in accordance with the terms of this Lease, provided however that at the time of Tenant’s election and at all times during such Holdover Period Tenant (i) is not in default under this Lease or the Services Agreement, and (ii) Tenant’s Charter is in full force and effect (the “**Holdover Option**”). In the event Tenant so elects to remain in possession pursuant to the Holdover Option, Tenant shall give Landlord written notice not later than sixty (60) days before the last day of each succeeding school year during the Holdover Period as to whether or not Tenant elects to remain in possession for the next succeeding school year; in the event Tenant gives no such notice, Tenant shall be deemed to

have elected not to remain in possession, and the Lease shall terminate when Tenant vacates the Premises (which it shall timely due upon the end of the then school year).

ARTICLE 3

Rent.

3.1 Annual Rent. Tenant hereby leases said Premises for the Term above stated and agrees to pay Landlord annual rent of _____ and ___/100 Dollars (\$_____), (“**Annual Rent**”) in twelve (12) equal monthly installments of _____/100 Dollars (\$_____) (each, a “**Monthly Installment**”) each payable to Landlord (or to such other “Person” (defined in Section 22.9) or agent as Landlord may specify by written notice to Tenant) in advance on the first day of each calendar month during the Term. The term “**Lease Year**” is defined to mean any twelve month period from July 1 to June 30 of the following year, during the Term. If the Term ends before the end of a Lease Year, Annual Rent shall be prorated on a daily basis and paid in advance by Tenant on the first day of the last calendar month during the Term. Annual Rent may be adjusted upon determination of final costs for acquisition and construction of the Premises.

3.2 Additional Rent. Any amounts due from Tenant to Landlord hereunder, other than Annual Rent, shall constitute “**Additional Rent.**” Additional Rent shall, unless expressly provided to the contrary in this Lease, be payable from Tenant to Landlord on the same terms that Annual Rent is payable, with the next payment of the Monthly Installment coming due hereunder. Annual Rent and Additional Rent may be referred to collectively herein as “**Rent**”.

3.3 Payments. All Rent shall be paid to Landlord at Landlord’s address as set forth in the introductory paragraph hereof, or at such other address as Landlord may designate in writing. This Lease is a triple net lease and Rent shall be paid without setoff, counterclaim, recoupment, abatement, suspension, or deduction, except as expressly provided for herein. This Lease shall not terminate, nor shall Tenant have any right to terminate this Lease during the Term (except as otherwise expressly provided herein), nor shall Tenant be entitled to any abatement, deduction, deferment or reduction of Annual Rent hereunder (except as otherwise expressly provided herein), nor shall the obligations of Tenant under this Lease be affected by any interference with Tenant’s use of the Premises unless caused by Landlord or Master Landlord. It is the intention of the parties hereto that the obligation of Tenant to pay Rent hereunder shall be separate and that the Rent shall continue to be payable in all events and that the obligations of Tenant hereunder shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated pursuant to an express provision of this Lease.

3.4 Landlord’s Right to Increase. In the event Landlord makes future economic investments in capital improvements to the Premises, or acquires additional property for the benefit or use of Tenant (with such capital improvements or additional property acquisitions being subject to the written consent of Tenant if and to the extent that the cumulative costs thereof exceed Two-Hundred and Fifty Thousand Dollars (\$250,000) during any Lease Year, which consent shall not be unreasonably withheld, conditioned or delayed), then the Annual Rent payable by Tenant shall be promptly adjusted to compensate Landlord for such additional economic investment.

ARTICLE 4

Use, Occupancy and Purpose.

4.1 Permitted Uses.

A. Tenant shall use the Premises solely for operating a publicly chartered school or academy for grades kindergarten through 8th grade, and for ancillary or directly related uses.

B. Any other use of the Premises must be approved by Landlord in advance in writing.

4.2 Restrictions on Use.

A. Tenant shall not use or allow the use of the Premises for any unlawful purpose, nor shall Tenant allow the Premises to be used in violation of the Charter.

B. Tenant shall not allow the Premises to be used in violation of any public law, ordinance, rule or regulation, or in violation of any certificate of occupancy or certificate of compliance covering or affecting the Premises, or any part thereof. Tenant shall not suffer any act to be done or any condition to exist on the Premises or any part thereof which may in law constitute a nuisance, public or private, or which may make void or voidable, or increase premiums for, any insurance with respect thereto. Tenant shall not commit any waste, damage, or injury of or to the Premises or the fixtures or any part thereof and shall take all reasonable precautions and actions to prevent others from committing any of the foregoing.

4.3 Prohibited Uses.

A. Tenant covenants unto Landlord that during the Term, no part of the Premises shall be used for: the operation of any (i) private or commercial golf course, (ii) country club, (iii) massage parlor, hot tub facility, or suntan facility (iv) race track or other facility used for gambling, or (v) store the principal business of which is the sale of alcoholic beverages for consumption off premises; or the rental to others of residential property (as defined in Section 168(e)(2)(A) of the Internal Revenue Code).

B. Notwithstanding anything contained in this Lease to the contrary, in the event of a breach of any of the covenants contained in this Section 4.3, Landlord may immediately terminate this Lease by written notice to Tenant.

4.4 Educational Program. Tenant shall neither use the Premises nor allow the Premises to be used at any time during the Term in a manner that interferes with the performance of Landlord's obligations under the Services Agreement, including without limitation, the implementation and delivery of the Educational Program at the Premises. Tenant acknowledges that the terms of the preceding sentence are intended to allow Landlord to restrict access to certain portions of the Premises at certain times provided such access restriction is at all times consistent with the implementation and delivery of the Educational Program.

ARTICLE 5

Utilities.

5.1 Utility Connections; Utility Service. Landlord represents and warrants that construction of the Premises pursuant to Section 9.1 shall include provision of connections for all utility services necessary to the operation of a school at the Premises. Utility services, including without limitation gas, electricity, light, heat, water, sewage and telephone or other communication services, shall be contracted for and paid for by Tenant.

5.2 Disclaimers. Unless due to the gross negligence or willful misconduct of Landlord, Landlord shall not be liable for (i) any failure of water supply or electric current or any service by any utility provider or local government, or (ii) injury to persons, including death, or damage to property resulting from steam, gas, electricity, water, rain or snow which may flow or leak from any part of the Premises or from any pipes, appliances or plumbing works from the street or subsurface or from any other place. Any express or implied rights, easements or licenses for view purposes or for the passage of light and air are hereby expressly disclaimed by Tenant. Except as otherwise expressly provided in this Lease or as may be provided in the Services Agreement, Landlord shall have no obligation to provide any services to Tenant or to the Premises.

5.3 Modifications and Replacements. If the existing services are required to be modified or replaced for any reason by any utility company or authorized agency, governmental or otherwise, then Tenant shall make such modifications or replacements at Tenant's expense and shall save Landlord harmless therefrom.

ARTICLE 6

Taxes.

6.1 Payment by Tenant. Tenant shall pay all (a) taxes levied on or assessed against the Premises during the Term, (b) special assessments levied on or assessed against the Premises during the Term that become due and payable during the term of this Lease, and (c) other similar charges levied on or assessed against the Premises during the Term and that become due and payable during the term of this Lease, except income and other taxes assessed against or by reason of Landlord's reversionary interest in or income from the Premises (the "Taxes"), (i) prior to the date on which any penalties, interest or late charges would apply, and to save Landlord harmless from the payment thereof, or (ii) to Landlord, in accordance with the terms of Section 6.4, provided Landlord makes the demand on Tenant required in Section 6.4. Taxes for the first and last year of the Term or any extension or renewal thereof shall be prorated on the basis of the fiscal period for which such tax is assessed.

6.2 Landlord's Option to Pay. If at any time after any tax, assessment or similar charge so charged or assessed against said Premises shall become due or payable and Tenant shall neglect or fail to pay the same, Landlord, without being obligated to do so, may pay the same at any time thereafter, and the amount of any and all such payments so made by Landlord shall be and is hereby declared to be payable as Additional Rent with the next Monthly Installment due hereunder.

6.3 Payment at End of Term. At the termination of this Lease by lapse of time or otherwise, all Taxes payable by Tenant under the provisions of this Article 6 shall be paid by Tenant to Landlord.

6.4 Monthly Installments. Upon demand of Landlord, (i) Tenant shall pay as Additional Rent, in addition to each Monthly Installment due hereunder, a sum equivalent to one-twelfth of the amount estimated by Landlord to be sufficient to enable Landlord to pay at least thirty (30) days before they become due, all such taxes, assessments and other charges, and (ii) Tenant will deliver and pay over to Landlord such additional sums as are necessary to make up any deficiency in the amount necessary to enable Landlord to fully pay such taxes, assessments and other charges. Any such tax payments from Tenant may be commingled with the general funds of Landlord and no interest shall be payable in respect thereof. If Landlord receives tax payments from Tenant in accordance with this Section, then Landlord shall pay the full amount of taxes, assessments and other charges when due to the appropriate taxing authorities. In the event Tenant's tax payments under this Section are in any way insufficient to pay the full amount of taxes, assessments and other charges when due to the appropriate taxing authorities, then Tenant shall pay to Landlord, as Additional Rent, any shortfall within thirty (30) days of receiving a demand therefor from Landlord.

6.5 Non-Real Property Taxes. In the event that the City, County, State, or any other political subdivision that has taxing authority over the Premises shall, during the Term, impose upon Landlord any tax or other governmental charge in lieu of all or any part of the Taxes (a "**Non-Real Property Tax**"), such Non-Real Property Tax shall, for purposes of this Section, be treated as if it were included in the Taxes, unless the Taxes have been paid by Landlord.

6.6 Receipts. Upon demand of Landlord within ninety (90) days after the date all or any part of the Taxes are payable by Tenant, Tenant shall provide to Landlord official receipts of the appropriate taxing authority or other proof satisfactory to Landlord of the payment of such Taxes.

ARTICLE 7

Insurance.

7.1 Tenant will cause to be maintained policies of fire and extended coverage insurance on all buildings, structures, fixtures and improvements now or hereafter situated on the Premises and all other property leased hereunder in their full replacement cost. Such policies shall have no greater than eighty (80%) percent co-insurance provision and shall contain the standard "agreed amount" clause for evaluating replacement cost. Such policies shall name Tenant, Landlord, other parties designated by Landlord and the "first mortgagee" (defined in Section 22.3) as their interests may appear as insureds and such insurance shall be carried by an insurance company or companies approved by Landlord and the first mortgagee. Tenant shall make available to Landlord on request copies of said policies. Notwithstanding the aforesaid, in no event shall the manner, forms, companies, sums or length of terms be less than that required by the first mortgagee according to the terms and provisions of the "first mortgage" (defined in Section 22.2)..

7.2 Each such policy shall include: (i) a standard mortgagee clause in favor of the first mortgagee; (ii) a provision to the effect that the waiver of subrogation rights by the insured does not void the coverage; (iii) a provision that the policy shall not be changed or canceled without at least thirty (30) days' prior written notice to Landlord and the first mortgagee; and (iv) a provision that any forfeiture of the policy due to an act of Tenant shall not affect the validity insofar as Landlord or the first mortgagee are concerned.

7.3 From time to time as required by Landlord or the first mortgagee, Tenant at its expense, shall obtain from an engineer or appraiser, in the regular employ of the insurer, or an appraiser, engineer, architect or contractor designated by Tenant and approved by Landlord and the insurer, such evidence as may be required by such insurer to maintain the "agreed amount" clause eliminating the possibility of any co-insurance penalty.

7.4 If Tenant shall refuse or fail to so insure and keep insured the Premises and keep such policies in Landlord's and first mortgagee's possession, Landlord may at its election procure and from time to time renew such insurance, and the amounts expended therefore shall be Additional Rent due from Tenant with the next installment of Rent accruing hereunder and may be collected in the same manner as though Rent due hereunder.

7.5 Upon demand from Landlord, Tenant shall pay in advance as Additional Rent, a sum equivalent to one-twelfth of the amount estimated by Landlord to be sufficient to enable Landlord to pay at least thirty (30) days before they become due all insurance premiums on all policies of insurance required or allowed to be carried by Tenant hereunder. Such Additional Rent may be commingled with the general funds of Landlord and no interest shall be payable in respect thereof. Upon demand by Landlord, Tenant will pay Landlord, as Additional Rent, such additional sums as are necessary to make any deficiency in the amount necessary to enable Landlord to fully pay such premiums.

7.6 Landlord shall have no liability for damage to or loss of personal property located upon the Premises, unless and to the extent caused by Landlord.

ARTICLE 8

Casualty; Restoration.

8.1 If the Premises are damaged by fire or other casualty (a "**Casualty**"), Tenant shall give immediate written notice thereof to Landlord and the first mortgagee ("**Tenant's Casualty Notice**"). Landlord shall, within 60 days after receipt of Tenant's Casualty Notice, deliver to Tenant a good faith estimate (the "**Damage Notice**") of the time needed to repair the damage caused by such Casualty ("**Restoration**").

If the Premises are damaged by Casualty such that Tenant is prevented from conducting its business in the Premises in a manner reasonably comparable to that conducted immediately before such Casualty and Landlord estimates that the damage caused thereby cannot be repaired within 210 days after the commencement of repairs (the "**Repair Period**"), then Tenant may terminate this Lease by delivering written notice to Landlord of its election to terminate within 30 days after the Damage Notice has been delivered to Tenant.

If a Casualty occurs and (1) Landlord estimates that the damage cannot be repaired within the Repair Period, (2) regardless of the extent of damage, (a) the damage occurs during the last twelve (12) months of the Term or (b) the damage is not fully covered by Tenant's insurance policies or any insurance Landlord may carry on the Premises or (c) Landlord makes a good faith determination that restoring the damage would be uneconomical, or (3) Landlord is required to pay any insurance proceeds arising out of the Casualty to a first mortgagee, then, in any such case, Landlord may terminate this Lease by giving written notice of its election to terminate within 30 days after the Damage Notice has been delivered to Tenant.

If neither party elects to terminate this Lease following a Casualty, then Landlord shall, within a reasonable time after such Casualty, begin to repair the Premises and shall proceed with reasonable diligence to restore the Premises to substantially the same condition as they existed immediately before such Casualty; however, Landlord shall not be required to repair or replace any improvements, alterations or betterments made by Tenant within the Premises (which shall be promptly and with due diligence repaired and restored by Tenant at Tenant's sole cost and expense) or any furniture, equipment, trade fixtures or personal property of Tenant or others in the Premises or the Project, and Landlord's obligation to repair or restore the Premises shall be limited to the extent of the insurance proceeds actually received by Landlord for the Casualty in question. If this Lease is terminated under the provisions of this Article 8, Landlord shall be entitled to the full proceeds of the insurance policies providing coverage for all alterations, improvements and betterments in the Premises (and, if Tenant has failed to maintain insurance on such items as required by this Lease, Tenant shall pay Landlord an amount equal to the proceeds Landlord would have received had Tenant maintained insurance on such items as required by this Lease).

8.2 Rent insurance proceeds, if payable, shall be applied by Tenant to the payment of, when and as due and payable, the installments of Rent and other payments due under this Lease until Restoration has been completed or until the Lease is terminated pursuant to any terms hereof. The balance, if any, of such proceeds shall be paid to Tenant or as Tenant may direct.

8.3 During any period of Restoration, Rent shall abate in proportion to the portion of the Premises that cannot be used for school purposes in Tenant's reasonable determination.

ARTICLE 9

Care of Premises.

9.1 Tenant will keep the Premises and all other property leased hereunder in good condition and repair, and will yield and deliver the same to Landlord at the expiration or termination of the Lease in as good a condition as when taken, reasonable use and wear thereof, and damages thereto by Landlord or its agents or invitees, excepted. Tenant shall also maintain all portions of the Premises and adjoining areas in a clean and orderly condition, free of dirt, rubbish, snow, ice and unlawful obstructions, except for those attributable to Landlord's use or action. Tenant may not make any repairs, alterations, additions, changes or improvements to the Premises, except as described above in Section 5.3, without the written consent of Landlord. All repairs, alterations, changes or improvements shall be completed and maintained by Tenant in good workmanlike condition, free and clear of all liens and encumbrances arising out of such work.

9.2 Without limiting the rights granted to Landlord under Article 4 of this Lease, Landlord shall have the right to enter upon the Premises for the purpose of making any repairs thereto and performing any work thereon which may be necessary by reason of Tenant's failure to make any such repairs or perform any such maintenance work as provided herein. Except in case of emergency, the privilege and right of entry shall be exercised at reasonable times and at reasonable hours. Tenant shall pay the cost of any such repairs and maintenance work to Landlord, upon demand therefor and upon submission of satisfactory evidence of Landlord's payment of such costs which sums shall constitute Additional Rent.

ARTICLE 10

Liability.

10.1 Tenant agrees to save Landlord and the first mortgagee harmless from any and all liabilities, losses, damages, penalties, costs and expenses arising from any injury or death to any person or damage to any property in, on, or about the Premises which arise out of (i) gross negligence or willful misconduct of Tenant, or (ii) any noncompliance or breach by Tenant of any of the terms, conditions, warranties, representations, or undertakings contained in or made pursuant to this Lease. Tenant agrees to procure at its own expense public liability and property damage, single limit liability insurance for the benefit of Landlord, Tenant and the first mortgagee as their interests may appear, in amount not less than One Million Dollars (\$1,000,000) to keep such insurance in force during the Term hereof, and to deliver certificates of such coverage to Landlord at least annually. In the event Tenant defaults as to any such obligations, Landlord may obtain such insurance and charge the cost thereof to Tenant as Additional Rent, payable with the monthly installment next coming due.

10.2 Landlord agrees to save Tenant harmless from any and all liabilities, losses, damages, penalties, costs and expenses arising from any injury or death to any person or damage to any property in, on, or about the Premises to the extent caused by willful misconduct or negligence by Landlord. Landlord agrees to procure at its own expense public liability and property damage, single limit liability insurance for the benefit of Landlord and Tenant as their interests may appear, in amount not less than One Million Dollars (\$1,000,000) to keep such insurance in force during the Term hereof, and to deliver certificates of such coverage to Tenant; Landlord agrees to furnish to Tenant upon request certificates of insurance evidencing such insurance.

10.3 Each party hereto, for itself and its respective successors and assigns (including any person, firm or corporation which may become subrogated to any of its rights), waives any and all rights and claims for recovery against the other party, and its officers, employees, agents, and assigns, or any of them, on account of any loss or damage to any of its property insured under any valid and collectible insurance policy or policies, to the extent of any recovery collectible under such insurance. Notwithstanding the foregoing, this waiver shall not be applicable if it has the effect of invalidating any insurance coverage of Landlord or Tenant.

ARTICLE 11

Compliance.

11.1 During the Term, Tenant shall assure compliance with all Legal Requirements relating to Tenant, the conduct of Tenant's business or pertaining to or otherwise affecting the use of the Premises; and Tenant shall reimburse Landlord for any damages or penalties suffered because of any such noncompliance. Landlord hereby represents that as of the Effective Date, the Premises is in compliance with all Legal Requirements; and Landlord shall reimburse Tenant for any damages or penalties suffered because of any such noncompliance.

11.2 Tenant represents that no indebtedness of any kind incurred or created by Tenant herein shall constitute an indebtedness to the State or its political subdivisions, and no indebtedness of Tenant shall involve or be secured by the faith, credit or taxing power of the State or its political subdivisions. (See NCGS 115C-238.29H (a1)).

ARTICLE 12

Assignment and Subletting.

12.1 Tenant shall not assign, transfer, sublet or otherwise allow the use by another Person of the Premises or any part thereof or any interest hereunder without first obtaining the written consent of Landlord, which may be withheld by Landlord for any reason. Landlord may, in its sole discretion, assign, transfer, pledge and convey its rights, title and interests in the Premises and/or this Lease, without the consent of or notice to Tenant; provided, however, the terms and conditions of this Lease as set forth herein as of the execution date of this Lease shall have not been modified or amended by such assignment and shall be subject to Section 23.3 hereof.

ARTICLE 13

Default.

13.1 Tenant shall be in default upon occurrence of any of the following events (any of the following, a "**Default**"):

A. Failure by Tenant to pay any portion of Rent for a period of more than ten (10) days after Tenant receives written notice of such failure to pay from Landlord (a "**Monetary Default**"); provided in no case shall Landlord be obligated to send notice of failure to pay more than twice in any twelve (12) month period.

B. Failure by Tenant to comply with any term, provision, condition or covenant of this Lease (other than a Monetary Default or as specified in Subsection F. below), if such failure is not cured by Tenant within a period of thirty (30) days after Tenant receives written notice from Landlord specifying such failure

C. Tenant's becoming insolvent, as that term is defined by any federal or state law or regulation (the "**Insolvency Laws**"); the appointment of a receiver or custodian for all or a substantial portion of Tenant's property or assets; the institution of a foreclosure action upon all

or a substantial portion of Tenant's real or personal property; the filing of a voluntary petition under the provisions of the Bankruptcy Code or Insolvency Laws; the filing of an involuntary petition against Tenant as the subject debtor under the Bankruptcy Code or Insolvency Laws, which is either not dismissed within sixty (60) days of filing, or results in the issuance of an order for relief against the debtor, whichever is later; or Tenant's making or consenting to an assignment for the benefit of creditors or a common law composition of creditors, or if Tenant's leasehold interest herein shall be levied on execution.

D. Termination of the Services Agreement due to default made or caused by Tenant in any of the covenants, terms or conditions of the Services Agreement required to be kept or performed by Tenant.

E. Expiration or discontinuance for any reason of the Charter granted to Tenant by its authorizer (the "**Charter**"), other than an expiration or discontinuance which results in a new Charter effective as of termination of the existing Charter and with terms which would not, in Landlord's opinion, substantially alter Tenant's ability to comply with the terms of the Lease, Services Agreement, or Charter.

F. Failure by Tenant to deliver the certificate required by Section 23.2 within the time required by such Section.

13.2 Landlord's Remedies. Upon the occurrence of any Default and the lapse of any grace or cure periods without cure thereof, Landlord shall have the option to pursue any one or more of the following remedies upon notice to Tenant:

13.2.1. *Termination.* Terminate this Lease or terminate Tenant's right to possession, and in either event, accelerate all obligations of Tenant owed to Landlord under the Lease and force Tenant to immediately surrender the Premises to Landlord. Tenant agrees to pay to Landlord on demand the costs which Landlord may suffer by reason of such termination. Immediately upon any termination Landlord shall be entitled to recover from Tenant (i) all outstanding and unpaid Rent as of the date of such termination, (ii) the unamortized cost of any initial upfit work performed according to this Lease by Landlord in anticipation of Tenant's occupancy, (iii) the amount of any Rent that was abated pursuant to this Lease, and (iv) all future Rent due for the remaining balance of the Term, which future Rent shall be discounted to present value using a discount rate equal to the U.S. Treasury Bill or Note rate with the closest maturity to the remaining term of the Lease as selected by Landlord.

13.2.2. *Possession.* Enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be present, without terminating the Lease or being liable for prosecution or any claim for damages, and, if Landlord so elects, relet the Premises on such terms as Landlord may determine, subject, however to Tenant's right to stay in possession of the Premises until the end of the current school year in accordance with the Services Agreement.

13.2.3. *Entry.* Enter upon the Premises without being liable for prosecution or any claim for damages, and do whatever Tenant is obligated to do under the terms of this Lease. Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in effecting compliance with Tenant's obligations.

13.2.4. *Mitigation.* Landlord shall have a duty to mitigate damages in the event of a Tenant Default, provided, however, that Landlord shall not be obligated (a) to favor the Premises for re-letting in comparison to other real property owned or leased by Landlord in the vicinity of the Premises, (b) to discount or disregard any of the following factors regarding a potential new tenant for the Premises: term of proposed lease, proposed rent, proposed use and the creditworthiness and reputation of the proposed tenant, or (c) to spend more toward re-letting the Premises than Landlord would spend in leasing real property in the ordinary course of its business.

13.2.5. *Application of Proceeds.* Any proceeds of re-letting the Premises shall be applied to pay (i) first, all costs of Landlord incurred in connection with such re-letting (including without limitation, all costs and expenses of taking possession of the Premises, securing new tenants, including expenses for redecoration, alterations or other upfit costs), (ii) second, any indebtedness of Tenant other than Rent, (iii) third, all then-outstanding Rent due hereunder, and (iv) fourth, any future obligations of Tenant, including without limitation, Rent. Tenant agrees to pay to Landlord on demand any deficiency that may arise by reason of such re-letting within ten (10) days of notice of the same from Landlord, following a re-letting. In the event Tenant pays to Landlord all accelerated sums due, any amounts applicable to Rent following the date of re-letting shall be reimbursed to Tenant as received.

13.3 No termination of this Lease pursuant to this Section or repossession of the Premises or any part thereof or of any other property leased hereunder shall relieve Tenant of its liabilities and obligations under this Lease that accrue during the Term, all of which shall survive any such termination or repossession and, if the Premises or any part thereof shall not have been relet, Tenant shall pay to Landlord as and for liquidated and agreed current damages the then present value of the Rent and other sums and charges to be paid by Tenant until what would have been the end of the Term in the absence of such termination or repossession. Landlord shall make a good faith effort to relet the Premises and alleviate Tenant of additional damages. Exercise of any remedy hereunder by Landlord shall not exclude the right to exercise any other remedy hereunder. Notwithstanding any of the foregoing obligations of Tenant stated herein to the contrary, upon termination of this Lease or Tenant's dispossession of the Premises, Tenant will automatically be relieved from and after the date of such termination or dispossession of all personal liability for the performance of any covenants or obligations on the part of Tenant contained in this Lease thereafter to be performed except for those liabilities expressly stated to have survived such termination or dispossession as stated herein.

13.4 To the extent applicable, Tenant has been made aware that Master Landlord as landlord under the Master Lease, or National Heritage Academies, Inc., as tenant under the Master Lease or an Affiliate (defined in Section 22.1) of either or any other Person that enjoys an interest in the Premises seeks the benefits offered pursuant to the U.S. Department of Treasury New Markets Tax Credit program and may pursue other federal, state or city funds, subsidies (including any city real estate tax exemptions or abatements) or loans (collectively, the "**Benefits**") in connection with the use of the Premises, and as a result of the grant of the Benefits, the Premises may be subject to certain use restrictions. Tenant shall have no responsibility and bear no liability for any claims, fees, expenses, costs or other impositions arising from or in connection with the Benefits due to the termination of this Lease or Tenant's dispossession of the Premises.

ARTICLE 14

Waiver of Breach.

14.1 No waiver by either party hereto of any breach of any of the terms of this Lease shall be deemed to be a waiver of any other or subsequent breach.

ARTICLE 15

Surrender.

15.1 Upon the expiration or earlier termination of this Lease, Tenant shall (i) surrender the Premises in broom clean, in good condition, free and clear of all lettings and occupancies, (except those previously approved by Landlord), free and clear of all liens and encumbrances, except that part of the Premises which have been taken through eminent domain, if any, after the delivery hereof, and otherwise in the same condition as Tenant received the Premises on the first day of the Initial Term, except for the following (which are allowed to remain at the Premises): any alterations that Landlord has not required to be removed, normal wear and tear and loss by fire or other casualty losses for which insurance proceeds have been received by Landlord; (ii) surrender all keys for the Premises to Landlord and (iii) inform Landlord of all combinations on locks in the Premises. All installations, alterations, additions and improvements, including partitions which may have been installed by either Landlord or Tenant, shall remain upon the Premises and shall become Landlord's property, all without compensation, allowance or credit.

15.2 On or before the scheduled expiration of the Term, Tenant may elect to remove its personal property and any fixtures and equipment. Any of Tenant's items listed in the preceding sentence not removed at the end of the Term shall be considered abandoned, and Landlord may appropriate such items for itself, sell such items or otherwise dispose of the same in such commercially reasonable manner as Landlord deems expedient without any liability to Tenant or any parties claiming by, through or under Tenant. In the event the Term terminates for any reason on other than its scheduled expiration date, then Tenant shall have a period of time in which to re-enter the Premises to retrieve its personal property, beginning on the date the Term terminates and ending fifteen (15) days thereafter. Any damage caused to the Premises by such removal shall be repaired by Tenant no later than fifteen (15) days after the end of the Term, but no Rent shall be payable by Tenant for such period of time (and such continued use of the Premises by Tenant shall not be deemed a holdover or a renewal or as creating a periodic or other similar tenancy that might be implied by law). Tenant shall reimburse Landlord for any damage to any portion of the Premises caused by Tenant during the removal of any items contemplated for potential removal in this Section.

ARTICLE 16

Eminent Domain.

16.1 If all or any part of the Premises shall be taken by any Governmental Authority under power of eminent domain, or by private purchase in lieu thereof, all damages awarded for such taking shall belong to and be the property of Landlord, whether such damages shall be awarded as compensation for the taking of or diminution in value to the leasehold or the fee of the

Premises and Tenant hereby irrevocably assigns to Landlord any award or payment to which Tenant may become entitled as a result thereof, provided, however, that Tenant shall be entitled to receive from such Governmental Authority compensation for its fixtures and personal property so taken.

16.2 In the event that only a part of the Premises are so taken, and the part not so taken cannot be completed as an architectural unit for the use described in Section 4.1 hereof, Tenant shall have the option to terminate this Lease by serving written notice of termination on Landlord within sixty (60) days after the taking.

16.3 If only a part of the Premises shall be so taken such that the part not so taken can be completed as an architectural unit for the use described in Section 4.1 hereof, Landlord (or at Landlord's direction, Tenant) shall, as promptly as practicable, make a complete architectural unit of the remainder of the building on the Premises (but only to the extent of the proceeds received for such taking); and there shall be an abatement of the monthly Rent hereinabove provided for in an amount equal to the percentage of the Premises and the building so taken.

ARTICLE 17

Notices.

17.1 All notices and communications required under this Lease shall be in writing and served personally or by nationally recognized overnight courier on Landlord and on Tenant at the address indicated on page one (1) hereof, or at such other address as may be designated in writing to the other party hereto by notice in accordance with this Section.

ARTICLE 18

Self Help.

18.1 If Tenant shall at any time fail to make any payment or perform any act on its part to be made or performed hereunder, then Landlord without notice to Tenant, except when other notice is expressly provided for in this Lease and without waiving or releasing Tenant from the obligations of Tenant contained in this Lease, may (but shall be under no obligation to) make such payment or perform such act, and may enter upon the Premises for any such purpose, and take all such actions thereon as may be necessary therefore.

18.2 All sums to be paid by Landlord and all costs and expenses incurred by Landlord in connection with the performance of any such act referenced in Section 18.1, together with any consequential damages Landlord may suffer by reason of the failure of Tenant to make such payment or perform such act, and counsel fees incurred by Landlord in connection therewith or in enforcing its rights hereunder, shall be paid by Tenant to Landlord on demand as Additional Rent.

18.3 Tenant agrees to hold Landlord harmless from any inconvenience or interference with Tenant's operation of its business as a result of Landlord's exercising any rights granted under Section 18.1.

ARTICLE 19

Construction Liens.

19.1 Tenant will not create nor permit to be created or to remain, and will promptly discharge, at its sole cost and expense, any lien, encumbrance or charge upon the Premises or any part thereof, or upon Tenant's leasehold interest therein, except such as are created by Landlord or the first mortgagee.

ARTICLE 20

Environmental Matters.

20.1 Tenant shall not use or store any Hazardous Materials (as defined in Section 20.3) on the Premises, except in compliance with Legal Requirements.

20.2 To the extent directly related to the conduct of Tenant, Tenant's use of the Premises, or the operation of its business thereon, Tenant shall defend, indemnify and hold harmless Landlord, its employees, agents, officers and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to, (1) the presence, disposal or release of any Hazardous Materials by Tenant on, over, under, from or affecting the Premises or the soil, water, vegetation, buildings, personal property, persons thereon by reason of Tenant's action or animals on the Premises; (2) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials existing on the Premises by reason of Tenant's action; (3) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials existing on the Premises by reason of Tenant's action; and/or (4) any violation of Legal Requirements based upon or in any way related to such Hazardous Materials existing on the Premises by reason of Tenant's action including, without limitation, reasonable attorney's and consultant's fees, investigation and laboratory fees, court costs and litigation expenses. As used herein, "**Hazardous Materials**" means and includes petroleum, petroleum products, asbestos, asbestos-containing materials, radioactive materials, waste oils, solvents and chlorinated oils, polychlorinated biphenyls (PCBs), and any other water, material or substance that is defined as hazardous or toxic under or regulated by any federal, state or local agent, law, rule or regulation (whether now existing or hereafter enacted or promulgated, as they may be amended from time to time) pertaining to environmental conditions, the environment, contamination or clean up, including, without limitation, federal, state or local solid waste disposal rules, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Hazardous Materials Transportation Act, as amended, the Resource Conservation and Recovery Act, as amended, the Toxic Substances Control Act, as amended, the Water Pollution Control Act, as amended, the Clean Air Act, as amended, or any other applicable federal, state or local laws, regulations, publications of Governmental Authorities, or ordinances pertaining to Hazardous Materials (collectively, "**Environmental Laws**").

20.3 Tenant shall promptly notify Landlord as soon as it knows of or suspects that any Hazardous Materials has been released or that there is a threatened release on the Premises and it

shall take such action at its sole expense and with due diligence, as is necessary to insure timely compliance with Legal Requirements unless caused by Landlord. Landlord shall promptly notify Tenant as soon as it knows or suspects any Hazardous Materials has been released or that there is a threatened release on or in the Premises and Landlord shall take such action at its sole expense and with due diligence, as is necessary to ensure timely compliance with Legal Requirements unless caused by Tenant.

20.4 The provisions of this Article 20 shall be in addition to any and all obligations and liabilities of Tenant and Landlord may have to each other under Legal Requirements, and shall survive the expiration and termination of the Lease for any reason.

ARTICLE 21

Late Charges.

21.1 In the event of any failure by Tenant to pay Rent when due, Tenant shall also pay to Landlord, as Additional Rent, a late charge of five percent (5%) of such delinquent payment.

ARTICLE 22

Certain Definitions.

22.1 The term “**Affiliate**” means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such first Person or any of its subsidiaries. As used in this definition, the term “control” means (a) the power to vote five percent (5%) or more of the securities or other equity interests of a Person having ordinary voting power, or (b) the possession, directly or indirectly, of any other power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

22.2 The term “**first mortgage**” means any mortgage now existing or hereafter becoming a first and paramount lien on the Premises, subject to easements and restrictions of record, and all assignments, modifications, extensions and renewals thereof.

22.3 The term “**first mortgagee**” or “**holder of the first mortgage**” means the Person(s) who is(are) the holder(s) or beneficiary(ies) under the first mortgage from time to time.

22.4 The term “**Governmental Authority**” or “**Governmental Authorities**” means the government of the United States of America or any state or other political subdivision of either thereof, or any entity that exercises executive, legislative, regulatory, administrative, judicial, quasi-governmental or quasi-judicial functions of, or pertaining to, any such government, whether now or hereafter in existence having jurisdiction over the matter or matters in question.

22.5 The term “**Landlord**” is limited to mean and include, so far as covenants, agreements, stipulations or obligations on the part of Landlord are concerned, the tenant under the Master Lease to the Premises or its assignee, at the time in question, and in the event of any transfer or transfers of the title to such fee Landlord herein named (and, in case of any subsequent transfers or conveyances, the then grantor) will automatically be relieved from and after the date of such

transfer or conveyance of all personal liability for the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed.

22.6 The term “**Legal Requirements**” means (i) all present and future applicable laws, statutes, treaties, rules, orders, ordinances, codes (including, without limitation, building and life-safety codes), regulations, requirements, permits, and interpretations by, and applicable judgments, decrees, injunctions, writs and like action even if unforeseen or extraordinary of any Governmental Authority (including, without limitation, Environmental Laws (defined herein), laws and regulations pertaining to health and safety, Insolvency Laws (defined herein), the Fair Housing Amendments Act of 1988, the Americans with Disabilities Act of 1990, and any other applicable Federal, State or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct relating to barrier-free access or access of the handicapped or disabled to the Premises, and laws and regulations pertaining to the construction, restoration, use and operation of schools); and (ii) any reciprocal easement agreement, agreement, contract, instrument, restriction or similar agreement relating to the use, occupancy, possession, operation, alterations, repairs or maintenance of the Premises or otherwise affecting the Premises.

22.7 The term “**mortgage**” means any mortgage, deed of trust, deed to secure debt or other security instrument now existing as, or hereafter becoming a lien on the Premises.

22.8 The term “**mortgagee**” means the Person(s) who is(are) the holder(s) or beneficiary(ies) under any mortgage from time to time.

22.9 The term “**Person**” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

ARTICLE 23

Subordination; Estoppel Certificates.

23.1 Tenant agrees that Landlord, or any mortgagee or lessor under any applicable ground or other underlying lease, may choose to make this Lease subordinate or paramount to any mortgages or ground or underlying leases now or hereafter affecting the Premises and to any and all advances to be made thereunder or to be secured thereby, and to the interest and charges thereon, and to all renewals, replacements and extensions thereof, and that upon any taking of possession of the Premises and accession to the interest of Landlord under this Lease by such lessor or mortgagee, Tenant shall attorn to and recognize such Person as landlord hereunder; provided the mortgagee, lessor under any such ground or underlying leases, Landlord or any trustee named in any such mortgages or leases shall agree (i) to recognize the Lease of Tenant in the event of foreclosure if Tenant is not in Default and (ii) that Tenant’s possession of the Premises under this Lease shall not be disturbed by such Person unless there is a Default. Tenant will execute promptly any instrument or certificate that Landlord may request to confirm such subordination.

23.2 Tenant, within ten (10) days after request by Landlord, will execute and deliver to Landlord (and any mortgagee or prospective mortgagee, or any current or prospective ground or underlying lessor, to the extent specified by Landlord) an estoppel certificate as to such reasonable

facts and circumstances under this Lease as may be requested, but in any case including the following (i) identifying the commencement date and expiration date of this Lease, (ii) stating that this Lease is unmodified and in full force and effect, or is in full force and effect as modified, and then stating such modifications, (iii) stating that Tenant does not claim that Landlord is in default in any way, or listing any such claimed defaults, (iv) the amount of Monthly Installments then payable hereunder and Additional Rent, if any, as of the date of the certificate, (v) the date to which the Rent has been paid in advance, and (vi) the amount of any security deposit or pre-paid Rent. If Tenant fails to deliver the executed certificate to Landlord within the ten (10) day period, Tenant shall be in Default without benefit of any cure period, and the proposed certificate will be conclusively deemed executed by Tenant.

23.3 Upon the receipt of a notice from Landlord, Tenant agrees to pay all such sums owing under this Lease directly to the account or party specified in such notice.

ARTICLE 24

Quiet Enjoyment.

24.1 All times when Tenant is not in Default, Tenant's quiet and peaceable enjoyment of the Premises will not be disturbed or interfered with by Landlord or any Person claiming by, through or under Landlord.

ARTICLE 25

Holding Over.

25.1 Any holdover by Tenant in the Premises beyond the expiration or termination of the Term (other than pursuant to Article 2), shall not be deemed to be a renewal or extension of this Lease or any extension thereof or the exercise of any option to extend or renew this Lease, but said holding over shall be deemed a tenancy from calendar month to calendar month at a monthly Rent equal to two hundred percent (200%) of the Monthly Installment for the last month paid under the Term. A month-to-month tenancy arising by holding over under this Section may be terminated by either Landlord or Tenant giving written notice to the other party hereto on or before the day any Monthly Installment is due with termination becoming effective on the day the next following Monthly Installment would have otherwise become due.

ARTICLE 26

Remedies Not Exclusive; Waiver.

26.1 Each and every of the rights, remedies and benefits provided by this Lease to Landlord are cumulative, and are not exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.

26.2 One or more waivers of any covenant or condition by Landlord will not be construed as a waiver of a further or subsequent breach of the same covenant or condition, and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or

approval will not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by Tenant.

ARTICLE 27

Right To Show Premises.

27.1 Landlord may show the Premises and may display about the Premises signs advertising the availability of the Premises at any time during the Term of this Lease.

ARTICLE 28

Landlord's Liability.

28.1 If Landlord fails to perform any provision of this Lease upon Landlord's part to be performed, and if as a consequence of such default Tenant recovers a money judgment against Landlord, such judgment may be satisfied only out of the proceeds of sale received upon execution of such judgment (subject to any prior mortgages and ground or underlying leases) and levied thereon against the right, title and interest of Landlord in the Premises and out of rents or other income from such property receivable by Landlord, and Landlord shall not be personally liable for any deficiency.

ARTICLE 29

Termination of Services Agreement.

29.1 In the event the Services Agreement is terminated by Landlord or Tenant, as party thereto, (a) due to the default of the other party thereto, then upon the giving of notice as required by this Section, the non-defaulting party for purposes of the Services Agreement may, at its option, terminate this Lease without penalty (except as provided in Section 13.1.D hereof), with the effective date of lease termination being the same as the date on which the Services Agreement terminates, (b) pursuant to any of the termination rights or options provided therein other than those arising in the event of a default or breach by the other party to the Services Agreement, then in any such event and upon the giving of notice as required by this Section, Tenant or Landlord may, at its option, terminate this Lease without penalty, with the effective date of lease termination being the same as the date on which the Services Agreement terminates. To exercise any of the termination rights or options provided in the previous sentence, the party so exercising shall notify the other party hereto of their exercise of any such lease termination right no later than thirty (30) days after the date on which the notice terminating the Services Agreement is sent.

ARTICLE 30

General.

30.1 References in this Lease to Persons have been generalized for ease of reading. Therefore, references to a single Person will also mean more than one Person whenever such usage is appropriate (for example, "Tenant" may include, if appropriate, a group of Persons acting as a single entity, or as tenants-in-common). Similarly, pronouns of any gender should be considered

inter-changeable with pronouns of other genders. If a party consists of more than one Person, such Persons shall be jointly and severally liable for the obligations of such party under this Lease.

30.2 Any waiver or waivers by either party of any of the provisions of this Lease will not constitute a waiver of any later breach of that provision, and any consent or approval given by either such party with respect to any act, neglect or default by the other party will not waive or make unnecessary the other party's consent or approval with respect to any later similar act, neglect or default by such other party.

30.3 In the event any provision contained herein shall be held to be invalid or unlawful for any reason, such provision shall be deemed to be stricken from this Lease, with the understanding that the remaining provisions hereof shall continue to be binding on the parties.

30.4 Topical headings appearing in this Lease are for convenience only. They do not define, limit or construe the contents of any sections, paragraphs or clauses.

30.5 This Lease can be modified or amended only by a written agreement signed by Landlord and Tenant.

30.6 All provisions of this Lease are and will be binding on the heirs, executors, administrators, personal representatives, successors and assigns of each of Landlord and Tenant.

30.7 The laws of the state in which the Premises are located will control in the construction and enforcement of this Lease, without regard to any laws or policies of such state regarding conflicts of law.

30.8 Time is of the essence of all terms and conditions of this Lease.

30.9 Landlord and Tenant each represent and warrant to the other that neither of them has contacted a broker, finder or similar Person in connection with this Lease, and each party shall defend, indemnify and hold the other harmless from and against all liability, cost and expense, including reasonable attorneys' fees, incurred as a consequence of any claim asserted by a Person alleging to have dealt with one of the parties hereto in connection with this Lease.

[Signatures on Following Page]

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

LANDLORD:

National Heritage Academies, Inc.
a Michigan corporation

By: _____
Its: Chief Financial Officer

TENANT:

By: _____
Its: Board President

DRAFT

EXHIBIT “A”

LEGAL DESCRIPTION OF PREMISES



September 8, 2016

Shawana Torrence
Lead Applicant
High Point Charter Academy, Inc.

Via: Hand Delivery

Re: High Point Charter Academy, Inc. and National Heritage Academies

Dear Ms. Torrence,

I understand that High Point Charter Academy, Inc. has partnered with National Heritage Academies ("NHA") and has prepared a charter application for a new school to open in 2018. I write this letter to provide history on the financial stability of NHA over the past years.

NHA is an educational management company operating 83 schools in 9 states. NHA has been a customer of PNC Bank for more than 10 years and has been in good standing over the duration of our partnership. Currently NHA has a revolving credit facility with the bank. As of this date, availability on the revolving credit facility is sufficient to ensure that NHA has the resources available to meet the commitments presented in the charter application to secure a school site, construct or renovate a school facility, and provide for the start-up costs presented in the application.

NHA is also financially able to meet the commitments to fund the predicted operating shortfalls during the first years of operation.

If I can be of further assistance, please call me at 616-771-9184.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason Manchesky".

Jason Manchesky,
Vice President



625 Kenmoor Ave SE Suite 200
Grand Rapids MI 49546
(616) 233-4111
www.hubinternational.com

HUB International Limited

www.hubinternational.com

August 15, 2016

RE: High Point Charter Academy (NC)

Dear Charter Board of Directors:

Based on the attached specifications and an approximate count of 772 students, the insurance quote would be as follows:

Proposed Amount:

Comprehensive General Liability \$1,000,000 per occurrence/\$2,000,000 aggregate
Premium Quoted - \$3,000.00

School Leaders Errors and Omissions \$1,000,000 per occurrence/\$2,000,000 aggregate
Premium Quoted - \$3,000.00

Property Insurance \$25,000.00 contents
Premium Quoted - \$500.00

Motor Vehicle Liability \$1,000,000 Combined Single Liability
Premium Quote - \$250.00

Crime Bonding Minimum \$1,000,000 Single Loss Limit
Premium Quote - \$100.00

All of the coverage above is under one package -Premium Quote - \$6,850.00

Umbrella Liability \$1,000,000 per occurrence / \$1,000,000 aggregate
Premium Quote - \$800.00

Workers' Compensation \$1,000,000
Premium Quote - \$600.00

Sincerely,

Jim Heyboer, CPCU, LIC, CSR
Senior Vice President
HUB International Midwest
(616) 233-4116



September 9, 2016

Shawana Torrence
Board Chair
High Point Charter Academy

Via: Hand Delivery

Re: Letter of Financial Commitment

Dear Ms. Torrence,

National Heritage Academies (NHA) is proud and privileged to partner with you to provide a quality public charter school choice to families and students in the High Point area through the proposal for High Point Charter Academy. As you know, NHA currently partners with 83 school boards across nine states to provide excellent K-8 public charter school choices to thousands of families and students. Through this experience we know that a major success factor for any school, and especially any charter school, is appropriate fiduciary oversight and planning.

With this letter, I confirm that, should High Point Charter Academy receive a charter, NHA will make financial contributions as outlined in the Services Agreement between NHA and the Board, for as long as NHA is engaged as the school's management partner. As our Services Agreement states, neither the school nor any individual Board member shall be legally obligated to repay NHA for NHA contributions made to or on behalf of the school.

Our mutual commitment and partnership to creating an additional quality public charter school choice for children in the High Point area is of the utmost importance to NHA; we will continue to meet the mission we've jointly laid out for students in the charter application. I'm hopeful that this letter and our executed Services Agreement will suffice for the needs of your charter proposal.

Sincerely,

Stephen M. Conley
Chief Financial Officer, National Heritage Academies

Appendix N - Form 990

Following are the most recent IRS Form 990s for fiscal years 2012, 2013, and 2014 for Research Triangle Charter Academy, the school we intend to replicate. As NHA is a privately held company, it does not submit a form 990, and therefore this is not applicable.

efile GRAPHIC print - DO NOT PROCESS		As Filed Data -	DLN: 93493127003454
Form 990 Department of the Treasury Internal Revenue Service	Return of Organization Exempt From Income Tax Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except black lung benefit trust or private foundation)		OMB No 1545-0047 <div style="font-size: 24pt; font-weight: bold;">2012</div> Open to Public Inspection
The organization may have to use a copy of this return to satisfy state reporting requirements			

A For the 2012 calendar year, or tax year beginning 07-01-2012, 2012, and ending 06-30-2013

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization HEALTHY START EDUCATION INC Doing Business As Number and street (or P O box if mail is not delivered to street address) Room/suite 807 WEST CHAPEL HILL STREET City or town, state or country, and ZIP + 4 DURHAM, NC 27701	D Employer identification number 56-1996741 E Telephone number (919) 956-5599 G Gross receipts \$ 9,411,811
F Name and address of principal officer ELIZABETH J GNATEK-MOREY 807 WEST CHAPEL HILL STREET DURHAM, NC 27701		H(a) Is this a group return for affiliates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No H(b) Are all affiliates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list (see instructions) 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: WWW HEALTHYSTARTACADEMY.COM		
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 1996 M State of legal domicile NC

Part I Summary				
Activities & Governance	1	Briefly describe the organization's mission or most significant activities NORTH CAROLINA NON-PROFIT OPERATING TWO K-8TH GRADE PUBLIC CHARTER SCHOOLS		
	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	7
	4	Number of independent voting members of the governing body (Part VI, line 1b)	4	6
	5	Total number of individuals employed in calendar year 2012 (Part V, line 2a)	5	67
	6	Total number of volunteers (estimate if necessary)	6	10
	7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0
	7b	Net unrelated business taxable income from Form 990-T, line 34	7b	0
Revenue	8	Contributions and grants (Part VIII, line 1h)	Prior Year	Current Year
	9	Program service revenue (Part VIII, line 2g)	9,200,083	9,320,557
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	78,981	63,022
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	1,149	1,170
	12	Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	9,330,433	9,411,811
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0	0
	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)	3,665,875	4,407,640
	16a	Professional fundraising fees (Part IX, column (A), line 11e)	0	0
	b	Total fundraising expenses (Part IX, column (D), line 25) <input type="checkbox"/> 0		
	17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	5,567,111	5,090,358
	18	Total expenses Add lines 13-17 (must equal Part IX, column (A), line 25)	9,232,986	9,497,998
	19	Revenue less expenses Subtract line 18 from line 12	97,447	-86,187
Net Assets or Fund Balances			Beginning of Current Year	End of Year
	20	Total assets (Part X, line 16)	3,856,214	3,658,911
	21	Total liabilities (Part X, line 26)	1,155,819	1,044,703
	22	Net assets or fund balances Subtract line 21 from line 20	2,700,395	2,614,208

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	2014-05-07 Date			
	ELIZABETH J GNATEK-MOREY BOARD CHAIR Type or print name and title				
Paid Preparer Use Only	Print/Type preparer's name KRISTEN HOYLE CPA	Preparer's signature	Date 2014-04-24	Check <input type="checkbox"/> if self-employed	PTIN P00118964
	Firm's name THOMAS JUDY & TUCKER P A			Firm's EIN 56-1965804	
	Firm's address 4700 FALLS OF NEUSE ROAD SUITE 400 RALEIGH, NC 27609			Phone no (919) 571-7055	

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

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response to any question in this Part III Yes No

1 Briefly describe the organization's mission

NORTH CAROLINA NON-PROFIT OPERATING TWO K-8TH GRADE PUBLIC CHARTER SCHOOLS

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 No

If "Yes," describe these new services on Schedule O

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

If "Yes," describe these changes on Schedule O

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported

4a (Code) (Expenses \$ 2,579,949 including grants of \$) (Revenue \$ 40,367)
OPERATION OF A PUBLIC CHARTER SCHOOL IN DURHAM, NC FOR STUDENTS GRADES K THROUGH 8TH GRADE SERVING APPROXIMATELY 408 STUDENTS

4b (Code) (Expenses \$ 2,485,144 including grants of \$) (Revenue \$ 44,667)
OPERATION OF A PUBLIC CHARTER SCHOOL IN RESEARCH TRIANGLE PARK, NC FOR STUDENTS GRADES K THROUGH 8TH GRADE SERVING APPROXIMATELY 626 STUDENTS

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 5,065,093

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>	Yes	
2 Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> (see instructions)?		No
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>		No
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>		No
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>		No
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>		No
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>		No
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>		No
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>		No
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>		No
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>	Yes	
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>		No
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>		No
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>		No
e Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X.</i>	Yes	
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>		No
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>	Yes	
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>		No
13 Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E.</i>	Yes	
14a Did the organization maintain an office, employees, or agents outside of the United States?		No
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>		No
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or assistance to any organization or entity located outside the United States? <i>If "Yes," complete Schedule F, Parts II and IV.</i>		No
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or assistance to individuals located outside the United States? <i>If "Yes," complete Schedule F, Parts III and IV.</i>		No
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 (see instructions).</i>		No
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>		No
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>		No
20a Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H.</i>		No
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		

Part IV Checklist of Required Schedules (continued)

21	Did the organization report more than \$5,000 of grants and other assistance to any government or organization in the United States on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II</i>		No
22	Did the organization report more than \$5,000 of grants and other assistance to individuals in the United States on Part IX, column (A), line 2? <i>If "Yes," complete Schedule I, Parts I and III</i>		No
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? <i>If "Yes," complete Schedule J</i>		No
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? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25</i>		No
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b	
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?	24c	
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d	
25a	Section 501(c)(3) and 501(c)(4) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If "Yes," complete Schedule L, Part I</i>	25a	No
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? <i>If "Yes," complete Schedule L, Part I</i>	25b	No
26	Was a loan to or by a current or former officer, director, trustee, key employee, highest compensated employee, or disqualified person outstanding as of the end of the organization's tax year? <i>If "Yes," complete Schedule L, Part II</i>	26	No
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? <i>If "Yes," complete Schedule L, Part III</i>	27	No
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? <i>If "Yes," complete Schedule L, Part IV</i>	28a	No
b	A family member of a current or former officer, director, trustee, or key employee? <i>If "Yes," complete Schedule L, Part IV</i>	28b	No
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? <i>If "Yes," complete Schedule L, Part IV</i>	28c	No
29	Did the organization receive more than \$25,000 in non-cash contributions? <i>If "Yes," complete Schedule M</i>	29	No
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M</i>	30	No
31	Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I</i>	31	No
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II</i>	32	No
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? <i>If "Yes," complete Schedule R, Part I</i>	33	No
34	Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1</i>	34	No
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a	No
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)? <i>If "Yes," complete Schedule R, Part V, line 2</i>	35b	
36	Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2</i>	36	No
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? <i>If "Yes," complete Schedule R, Part VI</i>	37	No
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	38	Yes

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response to any question in this Part V

		Yes	No
1a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable. 13		
b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable. 0		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return. 67		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? Note. If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)	Yes	
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?		No
b	If "Yes," has it filed a Form 990-T for this year? If "No," provide an explanation in Schedule O.		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		No
b	If "Yes," enter the name of the foreign country: _____ See instructions for filing requirements for Form TD F 90-22.1, Report of Foreign Bank and Financial Accounts		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		No
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		No
c	If "Yes," to line 5a or 5b, did the organization file Form 8886-T?		
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		No
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		
7	Organizations that may receive deductible contributions under section 170(c).		
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?		No
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		No
d	If "Yes," indicate the number of Forms 8282 filed during the year. 7d		
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		No
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		No
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		
8	Sponsoring organizations maintaining donor advised funds and section 509(a)(3) supporting organizations. Did the supporting organization, or a donor advised fund maintained by a sponsoring organization, have excess business holdings at any time during the year?		
9	Sponsoring organizations maintaining donor advised funds.		
a	Did the organization make any taxable distributions under section 4966?		
b	Did the organization make a distribution to a donor, donor advisor, or related person?		
10	Section 501(c)(7) organizations. Enter		
a	Initiation fees and capital contributions included on Part VIII, line 12. 10a		
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities. 10b		
11	Section 501(c)(12) organizations. Enter		
a	Gross income from members or shareholders. 11a		
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them). 11b		
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?		
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year. 12b		
13	Section 501(c)(29) qualified nonprofit health insurance issuers.		
a	Is the organization licensed to issue qualified health plans in more than one state? Note. See the instructions for additional information the organization must report on Schedule O. 13a		
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans. 13b		
c	Enter the amount of reserves on hand. 13c		
14a	Did the organization receive any payments for indoor tanning services during the tax year?		No
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O.		

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

Check if Schedule O contains a response to any question in this Part VI

Section A. Governing Body and Management

		Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year		7
	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		
1b	Enter the number of voting members included in line 1a, above, who are independent		6
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?		No
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?	Yes	
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?		No
5	Did the organization become aware during the year of a significant diversion of the organization's assets?		No
6	Did the organization have members or stockholders?		No
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?		No
7b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?		No
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following		
8a	a The governing body?	Yes	
8b	b Each committee with authority to act on behalf of the governing body?	Yes	
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		No

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

		Yes	No
10a	Did the organization have local chapters, branches, or affiliates?		No
10b	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?	Yes	
	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	Yes	
12b	b Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	Yes	
12c	c Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done	Yes	
13	Did the organization have a written whistleblower policy?	Yes	
14	Did the organization have a written document retention and destruction policy?		No
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?		
15a	a The organization's CEO, Executive Director, or top management official	Yes	
15b	b Other officers or key employees of the organization	Yes	
	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?		No
16b	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
- 18** Section 6104 requires an organization to make its Form 1023 (or 1024 if applicable), 990, and 990-T (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, physical address, and telephone number of the person who possesses the books and records of the organization
 ACADIA NORTHSTAR LLC 5029 FALLS OF NEUSE RD STE 218 RALEIGH, NC (919) 954-7040

Part VIII Statement of Revenue

Check if Schedule O contains a response to any question 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, 513, or 514
Contributions, Gifts, Grants and Other Similar Amounts	1a Federated campaigns 1a _____				
	b Membership dues 1b _____				
	c Fundraising events 1c _____				
	d Related organizations 1d _____				
	e Government grants (contributions) 1e 9,314,551				
	f All other contributions, gifts, grants, and similar amounts not included above 1f 6,006				
	g Noncash contributions included in lines 1a-1f \$ _____				
	h Total. Add lines 1a-1f ▶	9,320,557			
Program Service Revenue	2a FOOD SERVICE Business Code 900099	46,960	46,960		
	b SCHOOL ACTIVITIES Business Code 900099	12,412	12,412		
	c CHILD CARE REVENUE Business Code 900099	3,650	3,650		
	d _____ Business Code _____				
	e _____ Business Code _____				
	f All other program service revenue Business Code _____				
	g Total. Add lines 2a-2f ▶	63,022			
	3 Investment income (including dividends, interest, and other similar amounts) ▶	1,170			1,170
4 Income from investment of tax-exempt bond proceeds ▶					
5 Royalties ▶					
Other Revenue	6a Gross rents	(i) Real 5,050	(ii) Personal		
		b Less rental expenses 0			
	c Rental income or (loss) 5,050				
	d Net rental income or (loss) ▶	5,050			5,050
	7a 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) ▶				
	8a Gross income from fundraising events (not including \$ _____ of contributions reported on line 1c) See Part IV, line 18 a	b Less direct expenses b			
		c Net income or (loss) from fundraising events ▶			
		9a Gross income from gaming activities See Part IV, line 19 a			
	b Less direct expenses b				
	c Net income or (loss) from gaming activities ▶				
	10a 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					
11a MISCELLANEOUS Business Code 900099	22,012	22,012			
b _____ Business Code _____					
c _____ Business Code _____					
d All other revenue					
e Total. Add lines 11a-11d ▶	22,012				
12 Total revenue. See Instructions ▶	9,411,811	85,034	0	6,220	

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 to any question 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 governments and organizations in the United States. See Part IV, line 21.				
2 Grants and other assistance to individuals in the United States. See Part IV, line 22.				
3 Grants and other assistance to governments, organizations, and individuals outside the United States. See Part IV, lines 15 and 16.				
4 Benefits paid to or for members.				
5 Compensation of current officers, directors, trustees, and key employees.	164,891	164,891		
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.	3,266,367	3,256,996	9,371	
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions).	126,098	125,335	763	
9 Other employee benefits.	567,502	566,962	540	
10 Payroll taxes.	282,782	282,065	717	
11 Fees for services (non-employees):				
a Management.				
b Legal.				
c Accounting.				
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 Schedule O).				
12 Advertising and promotion.				
13 Office expenses.				
14 Information technology.				
15 Royalties.				
16 Occupancy.				
17 Travel.				
18 Payments of travel or entertainment expenses for any federal, state, or local public officials.				
19 Conferences, conventions, and meetings.				
20 Interest.	31,887		31,887	
21 Payments to affiliates.				
22 Depreciation, depletion, and amortization.	103,236	49,543	53,693	
23 Insurance.				
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 SUPPORT SERVICES	4,335,934		4,335,934	
b INSTRUCTIONS PROGRAMS	619,301	619,301		
c				
d				
e All other expenses				
25 Total functional expenses. Add lines 1 through 24e.	9,497,998	5,065,093	4,432,905	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 <input type="checkbox"/> if following SOP 98-2 (ASC 958-720).				

Part X Balance Sheet

Check if Schedule O contains a response to any question in this Part X

		(A)		(B)
		Beginning of year		End of year
Assets	1 Cash—non-interest-bearing	1,089,789	1	1,495,425
	2 Savings and temporary cash investments	212,100	2	213,256
	3 Pledges and grants receivable, net		3	
	4 Accounts receivable, net	601,141	4	26,567
	5 Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees Complete Part II of Schedule L		5	
	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 instructions) Complete Part II of Schedule L		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use		8	
	9 Prepaid expenses and deferred charges	18,291	9	17,681
	10a Land, buildings, and equipment cost or other basis Complete Part VI of Schedule D	10a 3,356,718		
	b Less accumulated depreciation	10b 1,450,736	1,934,893	10c 1,905,982
	11 Investments—publicly traded securities		11	
	12 Investments—other securities See Part IV, line 11		12	
	13 Investments—program-related See Part IV, line 11		13	
	14 Intangible assets		14	
	15 Other assets See Part IV, line 11		15	
16 Total assets. Add lines 1 through 15 (must equal line 34)	3,856,214	16	3,658,911	
Liabilities	17 Accounts payable and accrued expenses	19,269	17	6,962
	18 Grants payable		18	
	19 Deferred revenue	5,279	19	4,834
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability Complete Part IV of Schedule D		21	
	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		22	
	23 Secured mortgages and notes payable to unrelated third parties	744,793	23	650,863
	24 Unsecured notes and loans payable to unrelated third parties		24	
	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	386,478	25	382,044
	26 Total liabilities. Add lines 17 through 25	1,155,819	26	1,044,703
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	2,700,395	27	2,614,208
	28 Temporarily restricted net assets		28	
	29 Permanently restricted net assets		29	
	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		30	
	31 Paid-in or capital surplus, or land, building or equipment fund		31	
	32 Retained earnings, endowment, accumulated income, or other funds		32	
33 Total net assets or fund balances	2,700,395	33	2,614,208	
34 Total liabilities and net assets/fund balances	3,856,214	34	3,658,911	

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response to any question in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	9,411,811
2	Total expenses (must equal Part IX, column (A), line 25)	2	9,497,998
3	Revenue less expenses Subtract line 2 from line 1	3	-86,187
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	2,700,395
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	2,614,208

Part XII Financial Statements and Reporting

Check if Schedule O contains a response to any question in this Part XII

		Yes	No
1	Accounting method used to prepare the Form 990 <input type="checkbox"/> Cash <input type="checkbox"/> Accrual <input checked="" type="checkbox"/> Other <u>Modified</u> 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		No
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 checked="" type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	Yes	
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	Yes	
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?	Yes	
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	Yes	

efile GRAPHIC print - DO NOT PROCESS	As Filed Data -	DLN: 93493127003454
SCHEDULE A (Form 990 or 990EZ) Department of the Treasury Internal Revenue Service	Public Charity Status and Public Support Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust. Attach to Form 990 or Form 990-EZ. See separate instructions.	OMB No 1545-0047 <div style="font-size: 2em; font-weight: bold;">2012</div> Open to Public Inspection

Name of the organization HEALTHY START EDUCATION INC	Employer identification number 56-1996741
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Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is (For lines 1 through 11, check only one box)

- 1 A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**
- 2 A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E)
- 3 A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**
- 4 A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state _____
- 5 An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II)
- 6 A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**
- 7 An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II)
- 8 A community trust described in **section 170(b)(1)(A)(vi)** (Complete Part II)
- 9 An organization that normally receives (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975 See **section 509(a)(2).** (Complete Part III)
- 10 An organization organized and operated exclusively to test for public safety See **section 509(a)(4).**
- 11 An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2) See **section 509(a)(3).** Check the box that describes the type of supporting organization and complete lines 11e through 11h
 - a Type I b Type II c Type III - Functionally integrated d Type III - Non-functionally integrated
 - e By checking this box, I certify that the organization is not controlled directly or indirectly by one or more disqualified persons other than foundation managers and other than one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2)
 - f If the organization received a written determination from the IRS that it is a Type I, Type II, or Type III supporting organization, check this box
 - g Since August 17, 2006, has the organization accepted any gift or contribution from any of the following persons?
 - (i) A person who directly or indirectly controls, either alone or together with persons described in (ii) and (iii) below, the governing body of the supported organization?
 - (ii) A family member of a person described in (i) above?
 - (iii) A 35% controlled entity of a person described in (i) or (ii) above?
 - h Provide the following information about the supported organization(s)

	Yes	No
11g(i)		
11g(ii)		
11g(iii)		

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1- 9 above or IRC section (see instructions))	(iv) Is the organization in col (i) listed in your governing document?		(v) Did you notify the organization in col (i) of your support?		(vi) Is the organization in col (i) organized in the U S ?		(vii) Amount of monetary support
			Yes	No	Yes	No	Yes	No	
Total									

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) 2008	(b) 2009	(c) 2010	(d) 2011	(e) 2012	(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) 2008	(b) 2009	(c) 2010	(d) 2011	(e) 2012	(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 IV)						
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 501(c)(3) organization, check this box and stop here <input type="checkbox"/>						

Section C. Computation of Public Support Percentage

14 Public support percentage for 2012 (line 6, column (f) divided by line 11, column (f))	14	
15 Public support percentage for 2011 Schedule A, Part II, line 14	15	
16a 33 1/3% support test—2012. 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—2011. 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—2012. 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 IV 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—2011. 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 IV 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) 2008	(b) 2009	(c) 2010	(d) 2011	(e) 2012	(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) 2008	(b) 2009	(c) 2010	(d) 2011	(e) 2012	(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 IV.)						
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 501(c)(3) organization, check this box and **stop here**

Section C. Computation of Public Support Percentage

15 Public support percentage for 2012 (line 8, column (f) divided by line 13, column (f))	15	
16 Public support percentage from 2011 Schedule A, Part III, line 15	16	

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2012 (line 10c, column (f) divided by line 13, column (f))	17	
18 Investment income percentage from 2011 Schedule A, Part III, line 17	18	

- 19a 33 1/3% support tests—2012.** 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—2011.** 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 **Supplemental Information.** Complete this part to provide the explanations required by Part II, line 10; Part II, line 17a or 17b; and Part III, line 12. Also complete this part for any additional information. (See instructions).

Facts And Circumstances Test
Explanation

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. ▶ See separate instructions.**

OMB No 1545-0047

2012

Open to Public Inspection

Name of the organization HEALTHY START EDUCATION INC	Employer identification number 56-1996741
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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 contributions to (during year)		
3 Aggregate 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.

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

Preservation of land for public use (e.g., recreation or education) Preservation of an historically important land area

Protection of natural habitat Preservation of a certified historic structure

Preservation of open space

2 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 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

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶ _____

4 Number of states where property subject to conservation easement is located ▶ _____

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? Yes No

6 Staff and volunteer hours devoted to monitoring, inspecting, and enforcing conservation easements during the year ▶ _____

7 Amount of expenses incurred in monitoring, inspecting, and enforcing conservation easements during the year ▶ \$ _____

8 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)? Yes No

9 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.

1a 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

b 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) Revenues included in Form 990, Part VIII, line 1 ▶ \$ _____

(ii) Assets included in Form 990, Part X ▶ \$ _____

2 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 Revenues 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? 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. 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				
b Buildings		2,601,584	890,835	1,710,749
c Leasehold improvements		13,936	542	13,394
d Equipment		454,067	291,199	162,868
e Other		287,131	268,160	18,971
Total. Add lines 1a through 1e (Column (d) must equal Form 990, Part X, column (B), line 10(c).)				1,905,982

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return					
1	Total revenue, gains, and other support per audited financial statements			1	9,411,811
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12				
a	Net unrealized gains 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			
e	Add lines 2a through 2d			2e	0
3	Subtract line 2e from line 1			3	9,411,811
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	9,411,811
Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return					
1	Total expenses and losses per audited financial statements			1	9,497,998
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			
e	Add lines 2a through 2d			2e	0
3	Subtract line 2e from line 1			3	9,497,998
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	9,497,998

Part XIII Supplemental Information

Complete this part to 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.

Identifier	Return Reference	Explanation
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SCHEDULE E
(Form 990 or 990-EZ)

Schools

OMB No 1545-0047

2012

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

▶ **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.**

Name of the organization
HEALTHY START EDUCATION INC

Employer identification number

56-1996741

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?		No
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?		No
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.		No
4 Does the organization maintain the following?		
a Records indicating the racial composition of the student body, faculty, and administrative staff?		No
b Records documenting that scholarships and other financial assistance are awarded on a racially nondiscriminatory basis?		No
c Copies of all catalogues, brochures, announcements, and other written communications to the public dealing with student admissions, programs, and scholarships?		No
d Copies of all material used by the organization or on its behalf to solicit contributions? If you answered "No" to any of the above, please explain. If you need more space, use Part II.		No
5 Does the organization discriminate by race in any way with respect to:		
a Students' rights or privileges?		No
b Admissions policies?		No
c Employment of faculty or administrative staff?		No
d Scholarships or other financial assistance?		No
e Educational policies?		No
f Use of facilities?		No
g Athletic programs?		No
h Other extracurricular activities? If you answered "Yes" to any of the above, please explain. If you need more space, use Part II.		No
6a Does the organization receive any financial aid or assistance from a governmental agency?	Yes	
b Has the organization's right to such aid ever been revoked or suspended? If you answered "Yes" to either line 6a or line 6b, explain on Part II.		No
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.		No

Appendix N - Form 990

Schedule E (Form 990 or 990EZ) 2012

Page **2**

Part II. Supplemental Information. Complete this part to provide the explanations required by Part I, lines 3, 4d, 5h, 6b, and 7, as applicable. Also complete this part to provide any other additional information (see instructions)

Identifier	Return Reference	Explanation
EXPLANATION OF NONDISCRIMINATORY POLICY PUBLICATION	SCHEDULE E, PART I, LINE 3	HEALTHY START EDUCATION, INC IS A PUBLIC CHARTER SCHOOL AND IS NOT REQUIRED TO FILE FORM 5578 THEREFORE, SCHEDULE E IS NOT APPLICABLE
EXPLANATION OF DOCUMENT RETENTION	SCHEDULE E, PART I, LINE 4	HEALTHY START EDUCATION, INC IS A PUBLIC CHARTER SCHOOL AND IS NOT REQUIRED TO FILE FORM 5578 THEREFORE, SCHEDULE E IS NOT APPLICABLE
EXPLANATION OF GOVERNMENT FINANCIAL ASSISTANCE	SCHEDULE E, PART I, LINE 6	THE SCHOOL IS ORGANIZED AS A CHARTER SCHOOL UNDER NORTH CAROLINA GENERAL STATUTE 115C-238 29A ACCORDINGLY, IT RECEIVES BOTH FEDERAL AND STATE FUNDING AS IT PRIMARY MEANS OF SUPPORT
EXPLANATION OF RACIAL NONDISCRIMINATION COMPLIANCE	SCHEDULE E, PART I, LINE 7	HEALTHY START EDUCATION, INC IS A PUBLIC CHARTER SCHOOL AND IS NOT REQUIRED TO FILE FORM 5578 THEREFORE, SCHEDULE E IS NOT APPLICABLE

Schedule E (Form 990 or 990-EZ) 2012

efile GRAPHIC print - DO NOT PROCESS As Filed Data -		DLN: 93493127003454
<p>SCHEDULE O (Form 990 or 990-EZ)</p> <p>Department of the Treasury Internal Revenue Service</p>	<p>Supplemental Information to Form 990 or 990-EZ</p> <p>Complete to provide information for responses to specific questions on Form 990 or to provide any additional information. ▶ Attach to Form 990 or 990-EZ.</p>	<p>OMB No 1545-0047</p> <p style="font-size: 24pt; font-weight: bold;">2012</p> <p style="background-color: black; color: white; padding: 2px; font-weight: bold;">Open to Public Inspection</p>
Name of the organization HEALTHY START EDUCATION INC		Employer identification number 56-1996741

Identifier	Return Reference	Explanation
	FORM 990, PART VI, SECTION A, LINE 3	
	FORM 990, PART VI, SECTION B, LINE 11	THE BOARD CHAIR WILL REVIEW AND APPROVE THE FORM 990 BEFORE FILING
	FORM 990, PART VI, SECTION B, LINE 12C	IF A POSSIBLE CONFLICT OF INTEREST ARISES, THE BOARD OF DIRECTORS SHALL DETERMINE WHETHER A CONFLICT OF INTEREST EXISTS AND, IF SO, THE BOARD SHALL VOTE TO AUTHORIZE OR REJECT THE TRANSACTION AND/OR CONDITION BOTH VOTES SHALL BE BY MAJORITY VOTE WITHOUT COUNTING THE VOTE OF AN INTERESTED DIRECTOR, EVEN IF THE DISINTERESTED DIRECTORS ARE LESS THAN A QUORUM, PROVIDED THAT AT LEAST ONE CONSENTING DIRECTOR IS DISINTERESTED A COPY OF THE CONFLICT OF INTEREST POLICY IS GIVEN TO EACH BOARD MEMBER UPON COMMENCEMENT OF THEIR TERM AND ANNUALLY EACH YEAR THEREAFTER
	FORM 990, PART VI, SECTION B, LINE 15	THE BOARD OF DIRECTORS REVIEWS AND APPROVES THE COMPENSATION OF THE ORGANIZATION'S OFFICERS AND KEY EMPLOYEES
	FORM 990, PART VI, SECTION C, LINE 19	THE ORGANIZATION'S GOVERNING DOCUMENTS, CONFLICT OF INTEREST POLICY AND FINANCIAL STATEMENTS ARE AVAILABLE TO THE PUBLIC IN THE FRONT OFFICE OF THE SCHOOL
	FORM 990, PART XII, LINE 1	MODIFIED CASH
	FORM 990, PART XII, LINE 2C	THE PROCESS HAS NOT CHANGED FROM PRIOR YEAR
		HERITAGE ACADEMY'S WEBSITE IS AS FOLLOWS WWW.RESEARCHTRIANGLE.HERITAGEACADEMIES.COM

eFile GRAPHIC print - DO NOT PROCESS		As Filed Data -	DLN: 93493127003454
Form 4562	Depreciation and Amortization (Including Information on Listed Property)		OMB No 1545-0172
Department of the Treasury Internal Revenue Service (99)	▶ See separate instructions. ▶ Attach to your tax return.		2012
Name(s) shown on return HEALTHY START EDUCATION INC		Business or activity to which this form relates FORM 990 PAGE 10	Identifying number 56-1996741
Attachment Sequence No 179			

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 (see instructions)	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
6		
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 2011 Form 4562	10	
11 Business income limitation Enter the smaller of business income (not less than zero) or line 5 (see instructions)	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 2013 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.) (See instructions.)

14 Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year (see instructions)	14	
15 Property subject to section 168(f)(1) election	15	
16 Other depreciation (including ACRS)	16	49,823

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 2012	17	50,046
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 2012 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						
c 7-year property						
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			39 yrs	MM	S/L	
				MM	S/L	

Section C—Assets Placed in Service During 2012 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	3,367
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 instructions	22	103,236
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 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? **Yes** **No** **24b** If "Yes," is the evidence written? **Yes** **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
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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 (see instructions) **25**

26 Property used more than 50% in a qualified business use

Property	Date placed in service	Business/investment use percentage	Cost or other basis	Basis for depreciation	Recovery period	Method/Convention	Depreciation/deduction
BUILDINGS	2006-06-30	100.000 %	80,539	80,539	30.0	S/L-HY	2,685
BUILDING	2008-06-30	100.000 %	20,448	20,448	30.0	S/L-HY	682

27 Property used 50% or less in a qualified business use

Property	Date placed in service	Business/investment use percentage	Cost or other basis	Basis for depreciation	Recovery period	Method/Convention	Depreciation/deduction
		%				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** 3,367

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 1		(b) Vehicle 2		(c) Vehicle 3		(d) Vehicle 4		(e) Vehicle 5		(f) Vehicle 6	
	Yes	No										
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?												
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 (see instructions).

	Yes	No
37 Do you maintain a written policy statement that prohibits all personal use of vehicles, including commuting, by your employees?		
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 vehicles, and retain the information received?		
41 Do you meet the requirements concerning qualified automobile demonstration use? (See instructions.)		

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
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42 Amortization of costs that begins during your 2012 tax year (see instructions)

(a)	(b)	(c)	(d)	(e)	(f)

43 Amortization of costs that began before your 2012 tax year **43**

44 Total. Add amounts in column (f). See the instructions for where to report **44**

efile GRAPHIC print - DO NOT PROCESS		As Filed Data -	DLN: 93493033001095
Form 990 Department of the Treasury Internal Revenue Service	Return of Organization Exempt From Income Tax Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations) Do not enter Social Security numbers on this form as it may be made public. By law, the IRS generally cannot redact the information on the form. Information about Form 990 and its instructions is at www.irs.gov/form990	OMB No 1545-0047 <div style="font-size: 24pt; font-weight: bold;">2013</div> Open to Public Inspection	

A For the 2013 calendar year, or tax year beginning 07-01-2013, 2013, and ending 06-30-2014

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization HEALTHY START EDUCATION INC Doing Business As Number and street (or P O box if mail is not delivered to street address) Room/suite 807 WEST CHAPEL HILL STREET City or town, state or province, country, and ZIP or foreign postal code DURHAM, NC 27701	D Employer identification number 56-1996741 E Telephone number (919) 956-5599 G Gross receipts \$ 9,479,061
F Name and address of principal officer ELIZABETH J GNATEK-MOREY 807 WEST CHAPEL HILL STREET DURHAM, NC 27701		H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list (see instructions) 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: WWW HEALTHYSTARTACADEMY COM		
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 1996 M State of legal domicile NC

Part I Summary			
Activities & Governance	1 Briefly describe the organization's mission or most significant activities NORTH CAROLINA NON-PROFIT OPERATING TWO K-8TH GRADE PUBLIC CHARTER SCHOOLS		
	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	7
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	6
	5 Total number of individuals employed in calendar year 2013 (Part V, line 2a)	5	65
	6 Total number of volunteers (estimate if necessary)	6	30
	7a 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	Current Year
	9 Program service revenue (Part VIII, line 2g)	9,320,557	9,397,920
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	63,022	61,665
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	1,170	1,038
	12 Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	27,062	18,438
		9,411,811	9,479,061
Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0	0
	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)	4,407,640	4,593,321
	16a Professional fundraising fees (Part IX, column (A), line 11e)	0	0
	b Total fundraising expenses (Part IX, column (D), line 25) <input type="checkbox"/> 0		
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	5,090,358	5,130,742
	18 Total expenses Add lines 13-17 (must equal Part IX, column (A), line 25)	9,497,998	9,724,063
19 Revenue less expenses Subtract line 18 from line 12	-86,187	-245,002	
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	Beginning of Current Year	End of Year
	21 Total liabilities (Part X, line 26)	3,658,911	3,009,283
	22 Net assets or fund balances Subtract line 21 from line 20	1,044,703	640,077
	2,614,208	2,369,206	

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	2015-02-02 Date			
	ELIZABETH J GNATEK-MOREY BOARD CHAIR Type or print name and title				
Paid Preparer Use Only	Print/Type preparer's name KRISTEN HOYLE CPA	Preparer's signature	Date 2014-11-18	Check <input type="checkbox"/> if self-employed	PTIN P00118964
	Firm's name THOMAS JUDY & TUCKER P A			Firm's EIN 56-1965804	
	Firm's address 4700 FALLS OF NEUSE ROAD SUITE 400 RALEIGH, NC 27609			Phone no (919) 571-7055	

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

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

NORTH CAROLINA NON-PROFIT OPERATING TWO K-8TH GRADE PUBLIC CHARTER SCHOOLS

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 No

If "Yes," describe these new services on Schedule O

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

If "Yes," describe these changes on Schedule O

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported

4a (Code) (Expenses \$ 2,530,632 including grants of \$) (Revenue \$ 42,416)
OPERATION OF A PUBLIC CHARTER SCHOOL IN DURHAM, NC FOR STUDENTS GRADES K THROUGH 8TH GRADE SERVING APPROXIMATELY 351 STUDENTS

4b (Code) (Expenses \$ 2,431,650 including grants of \$) (Revenue \$ 37,687)
OPERATION OF A PUBLIC CHARTER SCHOOL IN RESEARCH TRIANGLE PARK, NC FOR STUDENTS GRADES K THROUGH 8TH GRADE SERVING APPROXIMATELY 661 STUDENTS

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 4,962,282

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>	Yes	
2 Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> (see instructions)?	Yes	
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>		No
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>		No
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>		No
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>		No
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>		No
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>		No
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>		No
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>		No
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>	Yes	
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>		No
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>		No
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>		No
e Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X.</i>	Yes	
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>		No
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>		No
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>		No
13 Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E.</i>	Yes	
14a Did the organization maintain an office, employees, or agents outside of the United States?		No
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>		No
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>		No
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>		No
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 (see instructions).</i>		No
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>		No
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>		No
20a Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H.</i>		No
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		

Part IV Checklist of Required Schedules (continued)

21	Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II</i>		No
22	Did the organization report more than \$5,000 of grants or other assistance to individuals in the United States on Part IX, column (A), line 2? <i>If "Yes," complete Schedule I, Parts I and III</i>		No
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? <i>If "Yes," complete Schedule J</i>		No
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? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a</i>		No
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b	
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?	24c	
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d	
25a	Section 501(c)(3) and 501(c)(4) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If "Yes," complete Schedule L, Part I</i>	25a	No
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? <i>If "Yes," complete Schedule L, Part I</i>	25b	No
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? <i>If so, complete Schedule L, Part II</i>	26	No
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? <i>If "Yes," complete Schedule L, Part III</i>	27	No
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? <i>If "Yes," complete Schedule L, Part IV</i>	28a	No
b	A family member of a current or former officer, director, trustee, or key employee? <i>If "Yes," complete Schedule L, Part IV</i>	28b	No
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? <i>If "Yes," complete Schedule L, Part IV</i>	28c	No
29	Did the organization receive more than \$25,000 in non-cash contributions? <i>If "Yes," complete Schedule M</i>	29	No
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M</i>	30	No
31	Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I</i>	31	No
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II</i>	32	No
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? <i>If "Yes," complete Schedule R, Part I</i>	33	No
34	Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1</i>	34	No
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a	No
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)? <i>If "Yes," complete Schedule R, Part V, line 2</i>	35b	
36	Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2</i>	36	No
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? <i>If "Yes," complete Schedule R, Part VI</i>	37	No
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	38	Yes

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

		Yes	No
1a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable. 1a 13		
b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable. 1b 0		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners? 1c		
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return. 2a 65		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? Note. If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions). 2b Yes	Yes	
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year? 3a		No
b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation in Schedule O. 3b		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)? 4a		No
b	If "Yes," enter the name of the foreign country: See instructions for filing requirements for Form TD F 90-22.1, Report of Foreign Bank and Financial Accounts.		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year? 5a		No
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction? 5b		No
c	If "Yes," to line 5a or 5b, did the organization file Form 8886-T? 5c		
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions? 6a		No
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible? 6b		
7	Organizations that may receive deductible contributions under section 170(c).		
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor? 7a		No
b	If "Yes," did the organization notify the donor of the value of the goods or services provided? 7b		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282? 7c		No
d	If "Yes," indicate the number of Forms 8282 filed during the year. 7d		
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract? 7e		No
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract? 7f		No
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required? 7g		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C? 7h		
8	Sponsoring organizations maintaining donor advised funds and section 509(a)(3) supporting organizations. Did the supporting organization, or a donor advised fund maintained by a sponsoring organization, have excess business holdings at any time during the year? 8		
9	Sponsoring organizations maintaining donor advised funds.		
a	Did the organization make any taxable distributions under section 4966? 9a		
b	Did the organization make a distribution to a donor, donor advisor, or related person? 9b		
10	Section 501(c)(7) organizations. Enter		
a	Initiation fees and capital contributions included on Part VIII, line 12. 10a		
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities. 10b		
11	Section 501(c)(12) organizations. Enter		
a	Gross income from members or shareholders. 11a		
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them). 11b		
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041? 12a		
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year. 12b		
13	Section 501(c)(29) qualified nonprofit health insurance issuers.		
a	Is the organization licensed to issue qualified health plans in more than one state? Note. See the instructions for additional information the organization must report on Schedule O. 13a		
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans. 13b		
c	Enter the amount of reserves on hand. 13c		
14a	Did the organization receive any payments for indoor tanning services during the tax year? 14a		No
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O. 14b		

Part VI Governance, Management, and Disclosure For each "Yes" response to lines 2 through 7b below, and for a "No" response to lines 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

		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		
1b	Enter the number of voting members included in line 1a, above, who are independent		
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?		No
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?	Yes	
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?		No
5	Did the organization become aware during the year of a significant diversion of the organization's assets?		No
6	Did the organization have members or stockholders?		No
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?		No
7b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?		No
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following		
8a	a The governing body?	Yes	
8b	b Each committee with authority to act on behalf of the governing body?	Yes	
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		No

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

		Yes	No
10a	Did the organization have local chapters, branches, or affiliates?		No
10b	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?	Yes	
11b	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	Yes	
12b	b Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	Yes	
12c	c Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done	Yes	
13	Did the organization have a written whistleblower policy?	Yes	
14	Did the organization have a written document retention and destruction policy?		No
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?		
15a	a The organization's CEO, Executive Director, or top management official	Yes	
15b	b Other officers or key employees of the organization	Yes	
	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?		No
16b	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 <input type="checkbox"/>
18	Section 6104 requires an organization to make its Form 1023 (or 1024 if applicable), 990, and 990-T (501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply. <input type="checkbox"/> Own website <input type="checkbox"/> Another's website <input checked="" type="checkbox"/> Upon request <input type="checkbox"/> 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, physical address, and telephone number of the person who possesses the books and records of the organization ACADIA NORTHSTAR LLC 5029 FALLS OF NEUSE RD STE 218 RALEIGH, NC 27609 (919) 954-7040

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, or 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 dotted 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) ELIZABETH J GNATEK-MOREY CHAIR	1.00	X		X			40,000	0	0	
(2) GWENDOLYN WICKER VICE CHAIR	1.00	X		X			0	0	0	
(3) BEATRICE H CHESTNUTT TREASURER	1.00	X		X			0	0	0	
(4) CLAUDINE THOMPSON BOARD MEMBER	1.00	X					0	0	0	
(5) APRIL TWINE SECRETARY	1.00	X		X			0	0	0	
(6) RICHARD FORD BOARD MEMBER	1.00	X					0	0	0	
(7) GERALD L MCNAIR BOARD MEMBER	1.00	X					0	0	0	
(8) JAMES T MCCORMICK HEADMASTER	40.00			X			109,610	0	15,754	

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	1a Federated campaigns . . . 1a _____					
	b Membership dues 1b _____					
	c Fundraising events 1c _____					
	d Related organizations 1d _____					
	e Government grants (contributions) 1e 9,397,820					
	f All other contributions, gifts, grants, and similar amounts not included above 1f 100					
	g Noncash contributions included in lines 1a-1f \$ _____					
	h Total. Add lines 1a-1f	9,397,920				
Program Service Revenue	2a FOOD SERVICE _____ Business Code 900099	40,304	40,304			
	b SCHOOL ACTIVITIES _____ Business Code 900099	16,424	16,424			
	c CHILD CARE REVENUE _____ Business Code 900099	4,937	4,937			
	d _____					
	e _____					
	f All other program service revenue _____					
	g Total. Add lines 2a-2f	61,665				
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)	1,038			1,038	
	4 Income from investment of tax-exempt bond proceeds					
	5 Royalties					
	6a Gross rents (i) Real (ii) Personal					
		b Less rental expenses				
		c Rental income or (loss)				
		d Net rental income or (loss)				
	7a 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)				
	8a Gross income from fundraising events (not including \$ _____ of contributions reported on line 1c) See Part IV, line 18 a					
		b Less direct expenses b				
		c Net income or (loss) from fundraising events				
	9a Gross income from gaming activities See Part IV, line 19 a					
		b Less direct expenses b				
		c Net income or (loss) from gaming activities				
	10a 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						
11a SALES TAX REFUNDS _____ Business Code 900099	9,734	9,734				
b MISCELLANEOUS _____ Business Code 900099	5,623	5,623				
c FUEL TAX REIMBURSEMENT _____ Business Code 900099	3,081	3,081				
d All other revenue						
e Total. Add lines 11a-11d	18,438					
12 Total revenue. See Instructions	9,479,061	80,103	0	1,038		

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 governments and organizations in the United States. See Part IV, line 21.				
2 Grants and other assistance to individuals in the United States. See Part IV, line 22.				
3 Grants and other assistance to governments, organizations, and individuals outside the United States. See Part IV, lines 15 and 16.				
4 Benefits paid to or for members.				
5 Compensation of current officers, directors, trustees, and key employees.	164,139	164,139		
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.	3,455,267	3,445,531	9,736	
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions).	230,336	228,915	1,421	
9 Other employee benefits.	447,891	447,891		
10 Payroll taxes.	295,688	294,943	745	
11 Fees for services (non-employees):				
a Management.				
b Legal.				
c Accounting.				
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 Schedule O).				
12 Advertising and promotion.				
13 Office expenses.				
14 Information technology.				
15 Royalties.				
16 Occupancy.				
17 Travel.				
18 Payments of travel or entertainment expenses for any federal, state, or local public officials.				
19 Conferences, conventions, and meetings.				
20 Interest.	27,265		27,265	
21 Payments to affiliates.				
22 Depreciation, depletion, and amortization.	109,056	52,465	56,591	
23 Insurance.				
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 SUPPORT SERVICES	4,666,023		4,666,023	
b INSTRUCTIONS PROGRAMS	328,398	328,398		
c				
d				
e All other expenses				
25 Total functional expenses. Add lines 1 through 24e.	9,724,063	4,962,282	4,761,781	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 <input type="checkbox"/> 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)		(B)
		Beginning of year		End of year
Assets	1 Cash—non-interest-bearing	1,495,425	1	904,026
	2 Savings and temporary cash investments	213,256	2	214,278
	3 Pledges and grants receivable, net		3	
	4 Accounts receivable, net	26,567	4	18,023
	5 Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees Complete Part II of Schedule L		5	
	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 instructions) Complete Part II of Schedule L		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use		8	
	9 Prepaid expenses and deferred charges	17,681	9	47,421
	10a Land, buildings, and equipment cost or other basis Complete Part VI of Schedule D	10a 3,385,328		
	b Less accumulated depreciation	10b 1,559,793	1,905,982	10c 1,825,535
	11 Investments—publicly traded securities		11	
	12 Investments—other securities See Part IV, line 11		12	
	13 Investments—program-related See Part IV, line 11		13	
	14 Intangible assets		14	
	15 Other assets See Part IV, line 11		15	
16 Total assets. Add lines 1 through 15 (must equal line 34)	3,658,911	16	3,009,283	
Liabilities	17 Accounts payable and accrued expenses	6,962	17	7,033
	18 Grants payable		18	
	19 Deferred revenue	4,834	19	4,754
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability Complete Part IV of Schedule D		21	
	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		22	
	23 Secured mortgages and notes payable to unrelated third parties	650,863	23	548,219
	24 Unsecured notes and loans payable to unrelated third parties		24	
	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	382,044	25	80,071
	26 Total liabilities. Add lines 17 through 25	1,044,703	26	640,077
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	2,614,208	27	2,369,206
	28 Temporarily restricted net assets		28	
	29 Permanently restricted net assets		29	
	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		30	
	31 Paid-in or capital surplus, or land, building or equipment fund		31	
	32 Retained earnings, endowment, accumulated income, or other funds		32	
33 Total net assets or fund balances	2,614,208	33	2,369,206	
34 Total liabilities and net assets/fund balances	3,658,911	34	3,009,283	

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	9,479,061
2	Total expenses (must equal Part IX, column (A), line 25)	2	9,724,063
3	Revenue less expenses Subtract line 2 from line 1	3	-245,002
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	2,614,208
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	2,369,206

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 type="checkbox"/> Accrual <input checked="" type="checkbox"/> Other <u>Modified</u> 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		No
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 checked="" type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	Yes	
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	Yes	
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?	Yes	
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	Yes	

efile GRAPHIC print - DO NOT PROCESS	As Filed Data -	DLN: 93493033001095
SCHEDULE A (Form 990 or 990EZ) Department of the Treasury Internal Revenue Service	Public Charity Status and Public Support Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.	OMB No 1545-0047 <div style="font-size: 2em; font-weight: bold;">2013</div>
	► Attach to Form 990 or Form 990-EZ. ► See separate instructions. ► Information about Schedule A (Form 990 or 990-EZ) and its instructions is at www.irs.gov/form990.	Open to Public Inspection

Name of the organization HEALTHY START EDUCATION INC	Employer identification number 56-1996741
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Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is (For lines 1 through 11, check only one box)

- 1 A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**
- 2 A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E)
- 3 A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**
- 4 A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state _____
- 5 An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II)
- 6 A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**
- 7 An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II)
- 8 A community trust described in **section 170(b)(1)(A)(vi)** (Complete Part II)
- 9 An organization that normally receives (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975 See **section 509(a)(2).** (Complete Part III)
- 10 An organization organized and operated exclusively to test for public safety See **section 509(a)(4).**
- 11 An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2). See **section 509(a)(3).** Check the box that describes the type of supporting organization and complete lines 11e through 11h
 - a Type I b Type II c Type III - Functionally integrated d Type III - Non-functionally integrated
 - e By checking this box, I certify that the organization is not controlled directly or indirectly by one or more disqualified persons other than foundation managers and other than one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2)
 - f If the organization received a written determination from the IRS that it is a Type I, Type II, or Type III supporting organization, check this box
 - g Since August 17, 2006, has the organization accepted any gift or contribution from any of the following persons?
 - (i) A person who directly or indirectly controls, either alone or together with persons described in (ii) and (iii) below, the governing body of the supported organization?
 - (ii) A family member of a person described in (i) above?
 - (iii) A 35% controlled entity of a person described in (i) or (ii) above?
 - h Provide the following information about the supported organization(s)

	Yes	No
11g(i)		
11g(ii)		
11g(iii)		

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1- 9 above or IRC section (see instructions))	(iv) Is the organization in col (i) listed in your governing document?		(v) Did you notify the organization in col (i) of your support?		(vi) Is the organization in col (i) organized in the U S ?		(vii) Amount of monetary support
			Yes	No	Yes	No	Yes	No	
Total									

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) 2009	(b) 2010	(c) 2011	(d) 2012	(e) 2013	(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) 2009	(b) 2010	(c) 2011	(d) 2012	(e) 2013	(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 IV)						
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 501(c)(3) organization, check this box and stop here <input type="checkbox"/>						

Section C. Computation of Public Support Percentage

14 Public support percentage for 2013 (line 6, column (f) divided by line 11, column (f))	14	
15 Public support percentage for 2012 Schedule A, Part II, line 14	15	
16a 33 1/3% support test—2013. 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—2012. 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—2013. 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 IV 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—2012. 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 IV 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) 2009	(b) 2010	(c) 2011	(d) 2012	(e) 2013	(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) 2009	(b) 2010	(c) 2011	(d) 2012	(e) 2013	(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 IV.)						
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 501(c)(3) organization, check this box and **stop here**

Section C. Computation of Public Support Percentage

15 Public support percentage for 2013 (line 8, column (f) divided by line 13, column (f))	15	
16 Public support percentage from 2012 Schedule A, Part III, line 15	16	

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2013 (line 10c, column (f) divided by line 13, column (f))	17	
18 Investment income percentage from 2012 Schedule A, Part III, line 17	18	

- 19a 33 1/3% support tests—2013.** 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—2012.** 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 **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; and Part III, line 12. Also complete this part for any additional information. (See instructions).

Facts And Circumstances Test		
Return Reference	Explanation	

Schedule A (Form 990 or 990-EZ) 2013

SCHEDULE D
(Form 990)

Supplemental Financial Statements

OMB No 1545-0047

2013

Department of the Treasury
Internal Revenue Service

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

Open to Public Inspection

Name of the organization HEALTHY START EDUCATION INC	Employer identification number 56-1996741
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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 contributions to (during year)		
3 Aggregate 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.

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

Preservation of land for public use (e.g., recreation or education) Preservation of an historically important land area

Protection of natural habitat Preservation of a certified historic structure

Preservation of open space

2 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 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

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶ _____

4 Number of states where property subject to conservation easement is located ▶ _____

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? Yes No

6 Staff and volunteer hours devoted to monitoring, inspecting, and enforcing conservation easements during the year ▶ _____

7 Amount of expenses incurred in monitoring, inspecting, and enforcing conservation easements during the year ▶ \$ _____

8 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)? Yes No

9 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.

1a 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

b 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) Revenues included in Form 990, Part VIII, line 1 ▶ \$ _____

(ii) Assets included in Form 990, Part X ▶ \$ _____

2 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 Revenues 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? 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				
b Buildings		2,601,584	957,423	1,644,161
c Leasehold improvements		15,802	1,575	14,227
d Equipment		479,322	326,346	152,976
e Other		288,620	274,449	14,171
Total. Add lines 1a through 1e (Column (d) must equal Form 990, Part X, column (B), line 10(c).)				1,825,535

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	9,479,061
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:			
a	Net unrealized gains 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		
e	Add lines 2a through 2d		2e	0
3	Subtract line 2e from line 1		3	9,479,061
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	9,479,061

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	9,724,063
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		
e	Add lines 2a through 2d		2e	0
3	Subtract line 2e from line 1		3	9,724,063
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	9,724,063

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.

Return Reference	Explanation

SCHEDULE E
(Form 990 or 990-EZ)

Schools

OMB No 1545-0047

2013

Department of the Treasury
Internal Revenue Service

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

Open to Public Inspection

Name of the organization
HEALTHY START EDUCATION INC

Employer identification number

56-1996741

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?		No
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?		No
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.		No
4 Does the organization maintain the following? a Records indicating the racial composition of the student body, faculty, and administrative staff? b Records documenting that scholarships and other financial assistance are awarded on a racially nondiscriminatory basis? c Copies of all catalogues, brochures, announcements, and other written communications to the public dealing with student admissions, programs, and scholarships? d Copies of all material used by the organization or on its behalf to solicit contributions? If you answered "No" to any of the above, please explain. If you need more space, use Part II.		No
5 Does the organization discriminate by race in any way with respect to: a Students' rights or privileges? b Admissions policies? c Employment of faculty or administrative staff? d Scholarships or other financial assistance? e Educational policies? f Use of facilities? g Athletic programs? h Other extracurricular activities? If you answered "Yes" to any of the above, please explain. If you need more space, use Part II.		No
6a Does the organization receive any financial aid or assistance from a governmental agency? b Has the organization's right to such aid ever been revoked or suspended? If you answered "Yes" to either line 6a or line 6b, explain on Part II.	Yes	No
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.		No

Appendix N - Form 990

Part II. Supplemental Information. Provide the explanations required by Part I, lines 3, 4d, 5h, 6b, and 7, as applicable. Also complete this part to provide any other additional information (see instructions).

Return Reference	Explanation
SCHEDULE E, PART I, LINE 3	HEALTHY START EDUCATION, INC IS A PUBLIC CHARTER SCHOOL AND IS NOT REQUIRED TO FILE FORM 5578 THEREFORE, SCHEDULE E IS NOT APPLICABLE
SCHEDULE E, PART I, LINE 4	HEALTHY START EDUCATION, INC IS A PUBLIC CHARTER SCHOOL AND IS NOT REQUIRED TO FILE FORM 5578 THEREFORE, SCHEDULE E IS NOT APPLICABLE
SCHEDULE E, PART I, LINE 6	THE SCHOOL IS ORGANIZED AS A CHARTER SCHOOL UNDER NORTH CAROLINA GENERAL STATUTE 115C-238.29A ACCORDINGLY, IT RECEIVES BOTH FEDERAL AND STATE FUNDING AS IT PRIMARY MEANS OF SUPPORT
SCHEDULE E, PART I, LINE 7	HEALTHY START EDUCATION, INC IS A PUBLIC CHARTER SCHOOL AND IS NOT REQUIRED TO FILE FORM 5578 THEREFORE, SCHEDULE E IS NOT APPLICABLE

efile GRAPHIC print - DO NOT PROCESS		As Filed Data -	DLN: 93493033001095
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 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 <div style="font-size: 24pt; font-weight: bold; margin: 5px 0;">2013</div> <div style="font-size: 10pt; font-weight: bold; margin: 0;">Open to Public Inspection</div>
Name of the organization HEALTHY START EDUCATION INC			Employer identification number 56-1996741

990 Schedule O, Supplemental Information

Return Reference	Explanation
FORM 990, PART VI, SECTION A, LINE 3	
FORM 990, PART VI, SECTION B, LINE 11	THE BOARD CHAIR WILL REVIEW AND APPROVE THE FORM 990 BEFORE FILING
FORM 990, PART VI, SECTION B, LINE 12C	IF A POSSIBLE CONFLICT OF INTEREST ARISES, THE BOARD OF DIRECTORS SHALL DETERMINE WHETHER A CONFLICT OF INTEREST EXISTS AND, IF SO, THE BOARD SHALL VOTE TO AUTHORIZE OR REJECT THE TRANSACTION AND/OR CONDITION BOTH VOTES SHALL BE BY MAJORITY VOTE WITHOUT COUNTING THE VOTE OF AN INTERESTED DIRECTOR, EVEN IF THE DISINTERESTED DIRECTORS ARE LESS THAN A QUORUM, PROVIDED THAT AT LEAST ONE CONSENTING DIRECTOR IS DISINTERESTED A COPY OF THE CONFLICT OF INTEREST POLICY IS GIVEN TO EACH BOARD MEMBER UPON COMMENCEMENT OF THEIR TERM AND ANNUALLY EACH YEAR THEREAFTER
FORM 990, PART VI, SECTION B, LINE 15	THE BOARD OF DIRECTORS REVIEWS AND APPROVES THE COMPENSATION OF THE ORGANIZATIONS OFFICERS AND KEY EMPLOYEES
FORM 990, PART VI, SECTION C, LINE 19	THE ORGANIZATION'S GOVERNING DOCUMENTS, CONFLICT OF INTEREST POLICY AND FINANCIAL STATEMENTS ARE AVAILABLE TO THE PUBLIC IN THE FRONT OFFICE OF THE SCHOOL
FORM 990, PART XII, LINE 1	MODIFIED CASH
FORM 990, PART XII, LINE 2C	THE PROCESS HAS NOT CHANGED FROM PRIOR YEAR

efile GRAPHIC print - DO NOT PROCESS		As Filed Data -	DLN: 93493033001095
Form 4562	Depreciation and Amortization (Including Information on Listed Property)		OMB No 1545-0172
Department of the Treasury Internal Revenue Service (99)	▶ See separate instructions. ▶ Attach to your tax return.		2013
Name(s) shown on return HEALTHY START EDUCATION INC		Business or activity to which this form relates FORM 990 PAGE 10	Identifying number 56-1996741

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 (see instructions)	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 2012 Form 4562	10	
11 Business income limitation Enter the smaller of business income (not less than zero) or line 5 (see instructions)	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 2014 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.) (See instructions.)

14 Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year (see instructions)	14	
15 Property subject to section 168(f)(1) election	15	
16 Other depreciation (including ACRS)	16	

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 2013	17	109,056
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 2013 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						
c 7-year property						
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			39 yrs	MM	S/L	
				MM	S/L	

Section C—Assets Placed in Service During 2013 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 instructions	22	109,056
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 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 (see instructions)							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 1		(b) Vehicle 2		(c) Vehicle 3		(d) Vehicle 4		(e) Vehicle 5		(f) Vehicle 6	
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 (see instructions).

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 vehicles, and retain the information received?			
41 Do you meet the requirements concerning qualified automobile demonstration use? (See instructions)			

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 2013 tax year (see instructions)					
43 Amortization of costs that began before your 2013 tax year				43	
44 Total. Add amounts in column (f). See the instructions for where to report				44	

Form 8879-EO	IRS e-file Signature Authorization for an Exempt Organization	OMB No. 1545-1878
Department of the Treasury Internal Revenue Service Name of exempt organization	For calendar year 2014, or fiscal year beginning <u>7/01</u> 2014, and ending <u>6/30</u> 20 <u>15</u> ▶ Do not send to the IRS. Keep for your records. ▶ Information about Form 8879-EO and its instructions is at www.irs.gov/form8879eo.	2014
Name and title of officer	Healthy Start Education, Inc. Elizabeth J Gnatek-Morey Board Chair	Employer identification number 56-1996741

Part I Type of Return and Return Information (Whole Dollars Only)

Check the box for the return for which you are using this Form 8879-EO and enter the applicable amount, if any, from the return. If you check the box on line 1a, 2a, 3a, 4a, or 5a, below, and the amount on that line for the return being filed with this form was blank, then leave line 1b, 2b, 3b, 4b, or 5b, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. Do not complete more than 1 line in Part I.

1a Form 990 check here ▶ <input checked="" type="checkbox"/>	b Total revenue, if any (Form 990, Part VIII, column (A), line 12)	1b	10,139,066
2a Form 990-EZ check here ▶ <input type="checkbox"/>	b Total revenue, if any (Form 990-EZ, line 9)	2b	
3a Form 1120-POL check here ▶ <input type="checkbox"/>	b Total tax (Form 1120-POL, line 22)	3b	
4a Form 990-PF check here ▶ <input type="checkbox"/>	b Tax based on investment income (Form 990-PF, Part VI, line 5)	4b	
5a Form 8868 check here ▶ <input type="checkbox"/>	b Balance Due (Form 8868, Part I, line 3c or Part II, line 8c)	5b	

Part II Declaration and Signature Authorization of Officer

Under penalties of perjury, I declare that I am an officer of the above organization and that I have examined a copy of the organization's 2014 electronic return and accompanying schedules and statements and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the organization's electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the organization's return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the organization's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the organization's electronic return and, if applicable, the organization's consent to electronic funds withdrawal.

Officer's PIN: check one box only

I authorize RIVES & ASSOCIATES, LLP to enter my PIN 12345 as my signature
ERO firm name Enter five numbers, but do not enter all zeros

on the organization's tax year 2014 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

As an officer of the organization, I will enter my PIN as my signature on the organization's tax year 2014 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Officer's signature ▶ _____ Date ▶ 04/07/16

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

56088070211
do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2014 electronically filed return for the organization indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 4163**, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature ▶ Thomas B. Cornwell, CPA Date ▶ 04/07/16

ERO Must Retain This Form—See Instructions

Do Not Submit This Form To the IRS Unless Requested To Do So

For Paperwork Reduction Act Notice, see back of form.

Form **8879-EO** (2014)

47002

Form **990**
Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax
Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)
Do not enter social security numbers on this form as it may be made public.
Information about Form 990 and its instructions is at www.irs.gov/form990.

OMB No. 1545-0047
2014
Open to Public Inspection

A For the 2014 calendar year, or tax year beginning 07/01/14, and ending 06/30/15

B Check if applicable:
 Address change
 Name change
 Initial return
 Final return/terminated
 Amended return
 Application pending

C Name of organization: **Healthy Start Education, Inc.**
 Doing business as: _____
 Number and street (or P.O. box if mail is not delivered to street address) Room/suite: **807 West Chapel Hill Street**
 City or town, state or province, country, and ZIP or foreign postal code: **Durham NC 27701**

D Employer identification number: **56-1996741**
E Telephone number: **919-956-5599**
G Gross receipts\$ **10,139,066**

F Name and address of principal officer:
Elizabeth J Gnatek-Morey
807 West Chapel Hill Street
Durham NC 27701

H(a) Is this a group return for subordinates? Yes No
 H(b) Are all subordinates included? Yes No
 If "No," attach a list. (see instructions)

I Tax-exempt status: 501(c)(3) 501(c) () (insert no.) 4947(a)(1) or 527

J Website: **www.healthystartacademy.com** **H(c)** Group exemption number ▶ _____

K Form of organization: Corporation Trust Association Other ▶ _____
L Year of formation: **1996** **M** State of legal domicile: **NC**

Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: North Carolina Non-profit operating two K-8th grade public charter schools			
	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	7	
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	6	
	5 Total number of individuals employed in calendar year 2014 (Part V, line 2a)	5	69	
	6 Total number of volunteers (estimate if necessary)	6	30	
Revenue	7a 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	
	8 Contributions and grants (Part VIII, line 1h)	Prior Year	Current Year	
	9 Program service revenue (Part VIII, line 2g)	9,397,920	10,000,739	
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	61,665	93,693	
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	1,038	0	
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	18,438	44,634	
		9,479,061	10,139,066	
	Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)		0
		14 Benefits paid to or for members (Part IX, column (A), line 4)		0
15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)		4,593,321	5,216,089	
16a Professional fundraising fees (Part IX, column (A), line 11e)			0	
b Total fundraising expenses (Part IX, column (D), line 25) ▶ 0				
17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)		5,130,742	4,961,092	
Net Assets or Fund Balances	18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	9,724,063	10,177,181	
	19 Revenue less expenses. Subtract line 18 from line 12	-245,002	-38,115	
	20 Total assets (Part X, line 16)	Beginning of Current Year	End of Year	
	21 Total liabilities (Part X, line 26)	3,009,283	3,345,066	
	640,077	1,597,307		
22 Net assets or fund balances. Subtract line 21 from line 20	2,369,206	1,747,759		

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: **Elizabeth J Gnatek-Morey** Date: _____
 Type or print name and title: **Board Chair**

Paid Preparer Use Only

Print/Type preparer's name: **Thomas B. Cornwell, CPA** Preparer's signature: **Thomas B. Cornwell, CPA** Date: **05/05/16** Check if self-employed if PTIN: **P00901347**

Firm's name ▶ **RIVES & ASSOCIATES, LLP** Firm's EIN ▶ **20-0427530**
 Firm's address ▶ **4515 FALLS OF NEUSE ROAD, SUITE 450** Phone no. **919-832-6848**
RALEIGH, NC 27609

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

For Paperwork Reduction Act Notice, see the separate instructions. Form **990** (2014)

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:

North Carolina Non-Profit operating two K-8th grade public charter schools

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 No

If "Yes," describe these new services on Schedule O.

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

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses \$ **2,787,627** including grants of\$) (Revenue \$)

Operation of a public charter school in Durham, NC for students grades K through 8th grade serving approximately 378 students

4b (Code:) (Expenses \$ **5,477,455** including grants of\$) (Revenue \$)

Operation of a public charter school in Research Triangle Park, NC for students grades K through 8th grade serving approximately 685 students

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 **8,265,082**

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)? If "Yes," complete Schedule A	X	
2	Is the organization required to complete Schedule B, Schedule of Contributors (see instructions)?		X
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part 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? If "Yes," complete Schedule C, Part II		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? If "Yes," complete Schedule C, Part III		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? If "Yes," complete Schedule D, Part 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? If "Yes," complete Schedule D, Part II		X
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? If "Yes," complete Schedule D, Part III		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? If "Yes," complete Schedule D, Part IV		X
10	Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? If "Yes," complete Schedule D, Part V		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? If "Yes," complete Schedule D, Part VI	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? If "Yes," complete Schedule D, Part VII		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? If "Yes," complete Schedule D, Part VIII		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? If "Yes," complete Schedule D, Part IX		X
e	Did the organization report an amount for other liabilities in Part X, line 25? If "Yes," complete Schedule D, Part X	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)? If "Yes," complete Schedule D, Part X		X
12a	Did the organization obtain separate, independent audited financial statements for the tax year? If "Yes," complete Schedule D, Parts XI and XII		X
b	Was the organization included in consolidated, independent audited financial statements for the tax year? If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional		X
13	Is the organization a school described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E	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? If "Yes," complete Schedule F, Parts I and IV		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? If "Yes," complete Schedule F, Parts II and IV		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? If "Yes," complete Schedule F, Parts III and IV		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? If "Yes," complete Schedule G, Part I (see instructions)		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? If "Yes," complete Schedule G, Part II		X
19	Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? If "Yes," complete Schedule G, Part III		X
20a	Did the organization operate one or more hospital facilities? If "Yes," complete Schedule H		X
b	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		

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, Parts 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

		Yes	No
1a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable		
1b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable		
1c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return		
2b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? Note. If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)	X	
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?		X
3b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation in Schedule O		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		X
4b	If "Yes," enter the name of the foreign country: ▶ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		X
5b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		X
5c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?		
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		X
6b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		
7	Organizations that may receive deductible contributions under section 170(c).		
7a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?		
7b	If "Yes," did the organization notify the donor of the value of the goods or services provided?		
7c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		
7d	If "Yes," indicate the number of Forms 8282 filed during the year		
7e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		
7f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		
7g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		
7h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		
9	Sponsoring organizations maintaining donor advised funds.		
9a	Did the sponsoring organization make any taxable distributions under section 4966?		
9b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		
10	Section 501(c)(7) organizations. Enter:		
10a	Initiation fees and capital contributions included on Part VIII, line 12		
10b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities		
11	Section 501(c)(12) organizations. Enter:		
11a	Gross income from members or shareholders		
11b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)		
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?		
12b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year		
13	Section 501(c)(29) qualified nonprofit health insurance issuers.		
13a	Is the organization licensed to issue qualified health plans in more than one state? Note. See the instructions for additional information the organization must report on Schedule O.		
13b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans		
13c	Enter the amount of reserves on hand		
14a	Did the organization receive any payments for indoor tanning services during the tax year?		X
14b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O		

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

		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.	7	
1b	Enter the number of voting members included in line 1a, above, who are independent	6	
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
7b	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:		
8a	The governing body?	X	
8b	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.)

		Yes	No
10a	Did the organization have local chapters, branches, or affiliates?		X
10b	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	
11b	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	
12b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	X	
12c	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?		
15a	The organization's CEO, Executive Director, or top management official	X	
15b	Other officers or key employees of the organization If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).	X	
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
16b	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 **None**
- 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: **►**

Acadia Northstar LLC **5029 Falls of Neuse Rd. Ste. 128** **919-954-7040**
Raleigh **NC 27609**

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 dotted 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) Elizabeth J Gnatek-Morey Chair	40.00 0.00	X		X				40,000	0	0
(2) Gwendolyn Wicker Vice Chair	1.00 0.00	X		X				0	0	0
(3) Beatrice Chestnutt Treasurer	1.00 0.00	X		X				0	0	0
(4) April Twine Secretary	1.00 0.00	X		X				0	0	0
(5) Richard Ford Board Member	1.00 0.00	X						0	0	0
(6) Gerald McNair Baord Member	1.00 0.00	X						0	0	0
(7) Nichole Covington Board Member	1.00 0.00	X						0	0	0
(8)										
(9)										
(10)										
(11)										

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted 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			
(12)										
(13)										
(14)										
(15)										
(16)										
(17)										
(18)										
(19)										
1b Sub-total							40,000			
c Total from continuation sheets to Part VII, Section A										
d Total (add lines 1b and 1c)							40,000			

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization **1**

	Yes	No
3 Did the organization list any former officer, director, or trustee, key employee, or highest compensated employee on line 1a? If "Yes," complete Schedule J for such individual		X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? If "Yes," complete Schedule J for such individual		X
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? If "Yes," complete Schedule J for such person		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
BJ's Company Durham	3019 Fayetteville Street Food Service	203,607

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization **1**

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	1a Federated campaigns	1a				
	b Membership dues	1b				
	c Fundraising events	1c				
	d Related organizations	1d				
	e Government grants (contributions)	1e	9,965,120			
	f All other contributions, gifts, grants, and similar amounts not included above	1f	35,619			
	g Noncash contributions included in lines 1a-1f: \$					
	h Total. Add lines 1a-1f		10,000,739			
Program Service Revenue	2a School Activities	Busn. Code	60,296	60,296		
	b Food Services		33,397	33,397		
	c					
	d					
	e					
	f All other program service revenue					
	g Total. Add lines 2a-2f		93,693			
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)					
	4 Income from investment of tax-exempt bond proceeds					
	5 Royalties					
	6a Gross rents	(i) Real				
		(ii) Personal				
	b Less: rental exps.					
	c Rental inc. or (loss)					
	d Net rental income or (loss)					
	7a Gross amount from sales of assets other than inventory	(i) Securities				
		(ii) Other				
	b Less: cost or other basis & sales exps.					
	c Gain or (loss)					
	d Net gain or (loss)					
	8a Gross income from fundraising events (not including \$ of contributions reported on line 1c). See Part IV, line 18	a				
		b Less: direct expenses	b			
		c Net income or (loss) from fundraising events				
	9a Gross income from gaming activities. See Part IV, line 19	a				
b Less: direct expenses		b				
c Net income or (loss) from gaming activities						
10a 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		Busn. Code				
11a Miscellaneous		27,773	27,773			
b Sales Tax Refund		13,212	13,212			
c Fuel Tax Reimbursement		3,649	3,649			
d All other revenue						
e Total. Add lines 11a-11d		44,634				
12 Total revenue. See instructions.		10,139,066	138,327	0	0	

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				
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	146,759	146,759		
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	3,596,495	3,596,495		
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits	842,608	842,608		
10 Payroll taxes	630,227	630,227		
11 Fees for services (non-employees):				
a Management				
b Legal				
c Accounting				
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 Schedule O.)				
12 Advertising and promotion				
13 Office expenses				
14 Information technology				
15 Royalties				
16 Occupancy				
17 Travel				
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest	22,422		22,422	
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	130,738	66,545	64,193	
23 Insurance				
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 Instructional Programs	2,982,448	2,982,448		
b Support Services	1,825,484		1,825,484	
c				
d				
e All other expenses				
25 Total functional expenses. Add lines 1 through 24e	10,177,181	8,265,082	1,912,099	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 <input type="checkbox"/> 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	904,026	1	1,376,859
	2 Savings and temporary cash investments	214,278	2	
	3 Pledges and grants receivable, net		3	
	4 Accounts receivable, net	18,023	4	19,017
	5 Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L		5	
	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 instructions). Complete Part II of Schedule L		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use		8	
	9 Prepaid expenses and deferred charges	47,421	9	21,683
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 3,470,754		
	b Less: accumulated depreciation	10b 1,690,531	1,825,535	10c 1,780,223
	11 Investments—publicly traded securities		11	
	12 Investments—other securities. See Part IV, line 11		12	
	13 Investments—program-related. See Part IV, line 11		13	
	14 Intangible assets		14	
	15 Other assets. See Part IV, line 11		15	147,284
16 Total assets. Add lines 1 through 15 (must equal line 34)		3,009,283	16	3,345,066
Liabilities	17 Accounts payable and accrued expenses	7,033	17	27,869
	18 Grants payable		18	
	19 Deferred revenue	4,754	19	5,139
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	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		22	
	23 Secured mortgages and notes payable to unrelated third parties	548,219	23	459,648
	24 Unsecured notes and loans payable to unrelated third parties		24	
	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	80,071	25	1,104,651
	26 Total liabilities. Add lines 17 through 25	640,077	26	1,597,307
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	2,369,206	27	1,747,759
	28 Temporarily restricted net assets		28	
	29 Permanently restricted net assets		29	
	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		30	
	31 Paid-in or capital surplus, or land, building, or equipment fund		31	
	32 Retained earnings, endowment, accumulated income, or other funds		32	
33 Total net assets or fund balances	2,369,206	33	1,747,759	
34 Total liabilities and net assets/fund balances	3,009,283	34	3,345,066	

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	10,139,066
2	Total expenses (must equal Part IX, column (A), line 25)	2	10,177,181
3	Revenue less expenses. Subtract line 2 from line 1	3	-38,115
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	2,369,206
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	-583,332
9	Other changes in net assets or fund balances (explain in Schedule O)	9	
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	1,747,759

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 type="checkbox"/> Accrual <input checked="" type="checkbox"/> Other Modified cash 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		X
2b	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 checked="" type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	X	
2c	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.	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?	X	
3b	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.	X	

SCHEDULE A
(Form 990 or 990-EZ)

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ.

OMB No. 1545-0047

2014

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

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

Name of the organization

Healthy Start Education, Inc.

Employer identification number

56-1996741

Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 11, check only one box.)

- 1 A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i)**.
- 2 A school described in **section 170(b)(1)(A)(ii)**. (Attach Schedule E.)
- 3 A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii)**.
- 4 A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii)**. Enter the hospital's name, city, and state:
- 5 An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv)**. (Complete Part II.)
- 6 A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v)**.
- 7 An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 8 A community trust described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 9 An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2)**. (Complete Part III.)
- 10 An organization organized and operated exclusively to test for public safety. See **section 509(a)(4)**.
- 11 An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2)**. See **section 509(a)(3)**. Check the box in lines 11a through 11d that describes the type of supporting organization and complete lines 11e, 11f, and 11g.
 - a **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
 - b **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
 - c **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
 - d **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
 - e Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
 - f Enter the number of supported organizations
 - g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1–9 above or IRC section (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
Total						

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

Schedule A (Form 990 or 990-EZ) 2014

DAA

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

 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

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

 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

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

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?		
11a		
b A family member of a person described in (a) above?		
11b		
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 .		
11c		

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.		
1		
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.		
2		

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).		
1		

Section D. All 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?		
1		
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).		
2		
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.		
3		

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 governmental entity (see instructions).		
2 Activities Test. Answer (a) and (b) below.		
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.	Yes	No
2a		
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.		
2b		
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 .		
3a		
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.		
3b		

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 . . .			

47002

**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.

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

OMB No. 1545-0047

2014

Open to Public Inspection

Name of the organization

Healthy Start Education, Inc.

Employer identification number

56-1996741

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.

1 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	
2 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
3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶	
4 Number of states where property subject to conservation easement is located ▶	
5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6 Staff and volunteer hours devoted to monitoring, inspecting, and enforcing conservation easements during the year ▶	
7 Amount of expenses incurred in monitoring, inspecting, and enforcing conservation easements during the year ▶ \$	
8 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)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
9 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.

1a 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.	
b 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) Revenues included in Form 990, Part VIII, line 1	▶ \$
(ii) Assets included in Form 990, Part X	▶ \$
2 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	▶ \$

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

Schedule D (Form 990) 2014

DAA

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?

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				
b Buildings		2,807,333	1,134,795	1,672,538
c Leasehold improvements		15,802	2,628	13,174
d Equipment		647,619	553,108	94,511
e Other				
Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)				1,780,223

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. (Column (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. (Column (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) Deferred Inflows or Resources-GASB68	504,070	
(3) Contracted Svc Fee Payable	459,539	
(4) Pension Liability	141,042	
(5) Due to National Heritage Academies,		
(6)		
(7)		
(8)		
(9)		
Total. (Column (b) must equal Form 990, Part X, col. (B) line 25.) ▶	1,104,651	

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

SCHEDULE E
(Form 990 or 990-EZ)

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

Department of the Treasury
Internal Revenue Service

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

Name of the organization

Healthy Start Education, Inc.

Employer identification number

56-1996741

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 Healthy Start Education, Inc. is a public charter school and is not required to file Form 5578. Therefore, Schedule E is not applicable		X
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? If you answered "No" to any of the above, please explain. If you need more space, use Part II. Healthy Start Education, Inc. is a public charter school and is not required to file Form 5578. Therefore, Schedule E is not applicable		X
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? If you answered "Yes" to any of the above, please explain. If you need more space, use Part II.		X
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? If you answered "Yes" to either line 6a or line 6b, explain on Part II.		X
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	

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 (see instructions).

Sch E - Financial Aid or Government Assistance Explanation

Healthy Start Education, Inc. is a public charter school and is not required to file Form 5578. Therefore, Schedule E is not applicable

SCHEDULE O
(Form 990 or 990-EZ)

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

Department of the Treasury
Internal Revenue Service

Name of the organization

Healthy Start Education, Inc.

Employer identification number

56-1996741

Form 990, Part VI, Line 3 - Management Delegated

Yes

Form 990, Part VI, Line 11b - Organization's Process to Review Form 990

The board chair will review and approve the Form 990 before filing

Form 990, Part VI, Line 12c - Enforcement of Conflicts Policy

If a possible conflict of interest arises, the board of directors shall determine whether a conflict of interest exists and, if so, the board shall vote to authorize or reject the transaction and/or condition. Both votes shall be majority vote without counting the vote of an interested director, even if the disinterested directors are less than a quorum, provided that at least one consenting director is disinterested.

A copy of the conflict of interest policy is given to each board member upon commencement of their term and annually each year thereafter.

Form 990, Part VI, Line 15a - Compensation Process for Top Official

The board of directors reviews and approves the compensation of the organization's officers and key employees.

Form 990, Part VI, Line 15b - Compensation Process for Officers

The board of directors reviews and approves the compensation of the organization's officers and key employees.

Form 990, Part VI, Line 19 - Governing Documents Disclosure Explanation

Name of the organization

Employer identification number

Healthy Start Education, Inc.

56-1996741

The organization's governing documents, conflict of interest policy and financial statements are available to the public in the front office of the school.

Form 990, Part XI, Line 9 - Other Changes in Net Assets Explanation

The prior period adjustment is related to GASB 68 changes.

Form **4562**
 Department of the Treasury
 Internal Revenue Service (99)

Depreciation and Amortization
 (Including Information on Listed Property)

OMB No. 1545-0172

2014

Attachment Sequence No. **179**

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

▶ **Attach to your tax return.**

Name(s) shown on return **Healthy Start Education, Inc.** Identifying number **56-1996741**

Business or activity to which this form relates

Indirect Depreciation

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 (see instructions)	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 (see instructions)	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.) (See instructions.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year (see instructions)	14	
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	128,387

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	0
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		

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						
c 7-year property						
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			39 yrs.	MM	S/L	
				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 instructions	22	128,387
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	

For Paperwork Reduction Act Notice, see separate instructions.

Form **4562** (2014)

DAA

There are no amounts for Page 2



{ A higher return on investment. }

Charter School Audit Services | Plante & Moran, PLLC

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Education Experience Overview

Plante Moran has more than 50 years of experience working with the complete financial affairs of schools. Plante Moran currently serves more than 160 educational institutions, including over 60 school districts and approximately 100 charter schools, and we are a recognized leader in the federal and state compliance auditing arena. Plante Moran has over 150 professionals that specialize in the education industry. We have a number of current charter school clients that we have served since their first year of operation and we've had the pleasure of watching them grow and thrive. We understand the unique funding challenges and increasing expenditure issues facing charter schools today because we serve charter schools of different sizes, in different locations, and with different funding sources. We are also sensitive, specifically to the needs of charter schools in urban areas, as we have served schools in Detroit, New York, Toledo, Flint, Phoenix, and New Orleans. Our goal is not to just provide you with an audit opinion, but to leverage our knowledge of the charter school industry and pass that knowledge along to you.

We understand and respect the importance of your mission. That's why we combine our technical expertise with sensitivity to your mission, in order to best serve you. We understand the unique aspects of schools from a reporting and regulatory compliance standpoint. Unlike many firms that use their educational practice to fill in for lulls in their commercial practice, Plante Moran's school clients represent a very important part of our entire practice. We are committed to the industry and sharing our knowledge with our clients.

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More than 90 years of history in 30 seconds or less.

Plante Moran has built one of the leading accounting practices serving schools.

BY THE NUMBERS

- Founded: 1924
- Rank: 13th largest in the US
- Team: > 2000
- Reach: 22 offices in Illinois, Michigan, Ohio, China, India, and Mexico
- Grand Rapids Practice: >100 staff, 19 Partners

DISTINCTIONS

- FORTUNE's list of "100 Best Companies to Work For" 16 consecutive years (highest-rated accounting firm in 2008, 2009, 2011, 2012, 2013, and 2014)
- Among the lowest staff turnover rates in our industry
- One of the "Best Accounting Firms for Women," American Society of Women Accountants and the American Women's Society of Certified Public Accountants, or AWSCPA.
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- Sloan Award for Excellence in Workplace Flexibility
- West Michigan 101 Best and Brightest Companies to Work For – Elite

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- A commitment to exceeding client expectations.
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K-12

{ At a glance. }

Contact

✉ Michael.Lamfers@plantemoran.com
☎ 616-643-4099

Trusted independent advisors for K-12 school districts.

Practical solutions to complex issues

The education landscape is changing – climbing operational costs, increasing class sizes, downsizing educational programs, and reducing staff numbers undoubtedly puts a strain on you. What innovative tactics are you using to optimize efficiency in the office and the classroom? Our team of auditors, CPAs, and consultants bring deep industry knowledge and superior client service to arm you with the tools and resources your district needs. Our key services include:

- Audit & accounting
- Facilities planning & construction project management
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Client profile

✓ **200+**
school districts served

✓ **\$1M-\$1B**
range of budgets for the school clients we serve

✓ **\$750K-\$1.2B**
range of annual expenditures for federal programs audited

Practice profile

150+
specialized professionals

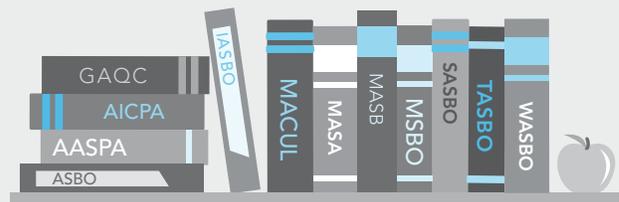
2nd
largest single audit provider in the nation

60
years serving schools

600
single audits performed annually firmwide

Industry engagement

- AICPA Government Quality Control Center (GAQC)
- Michigan Association of School Boards (MASB)
- AICPA Single Audit Roundtable
- Michigan School Business Officials (MSBO)
- American Association of School Personnel Administrators (AASPA)
- Southeastern Association of School Business Officials (SASBO)
- Association of School Business Officials (ASBO)
- Texas Association of School Business Officials (TASBO)
- Illinois Association of School Business Officials (IASBO)
- Wisconsin Association of School Business Officials (WASBO)
- Michigan Association of Computer Users in Learning (MACUL)
- Michigan Association of School Administrators (MASA)





National Heritage Academies in North Carolina

Overview: National Heritage Academies (NHA) is a leading charter school operator committed to better educating more children and challenging each child to achieve. Its ten North Carolina partner schools – Forsyth Academy in Winston-Salem, Gate City Charter Academy in Greensboro, Greensboro Academy in Greensboro, Matthews Charter Academy in Matthews, PreEminent Charter School in Raleigh, Queen’s Grant in Mint Hill, Research Triangle Charter Academy in Durham, Summerfield Charter Academy in Summerfield, Wake Forest Charter Academy in Wake Forest, and Winterville Charter Academy in Winterville – all serve urban or suburban communities and meet the unique needs of each community. With independent local boards as partners, NHA is making steady progress bringing the sustained academic improvement these communities seek and deserve.

NHA's 2016-17 National Profile	
Number of schools	83
Total enrollment	> 55,000
% minority students	62.5%
% free/reduced price lunch	64.5%
# of students on waiting lists	>20,000
Total employment	5,000

NHA's 2016-17 North Carolina Profile	
Number of schools	10
Total enrollment	6,400
% minority students	49%
% free/reduced price lunch	38%
# of students on wait lists	4,600
Total employment	500

Academics: Nationally, and in North Carolina, NHA-partner schools deliver consistently better academic results than neighboring district schools at much lower taxpayer costs. On average, over the past three years NHA-partner schools have ranked in the top quartile nationally based on academic growth results on the Northwest Evaluation Association Measures of Academic Progress (NWEA MAP) assessment. For the 2014-15 school year (the most recent comparable data available), state test results show that NHA-partner schools outperform their local school district 78 percent of the time. This record is driven by NHA’s commitment to a durable learning culture built on four pillars:

- **Academic excellence:** The curriculum includes all core subjects along with art, music, library, and physical education classes. School culture emphasizes college readiness from the earliest grades.
- **Moral Focus:** Schools infuse coursework with lessons on such virtues as compassion, respect, and integrity so students build *moral, intellectual, performance, and social* character.
- **Parental partnership:** Schools work to involve parents in school activities and offer a designated "parent room" where parents can meet, collaborate, and support learning.
- **Student responsibility:** Students must meet high standards. They commit to hard work with teachers to set unique learning goals, and learn over time that effort creates ability.

Commitment to schools: NHA covers *all* start-up costs of designing, building, and/or renovating a school tailored for NHA's academic model. It also covers costs of launching the academic program, and it often contributes its own funds for supplemental instruction. Under this model, which relieves boards of a burden that crushes many charter school projects, NHA leases the building to partner boards in predictable commercial leases. The leases, which are negotiated with boards, impose no automatic rent increases and reflect appropriate value of these one-purpose buildings.

Academic Overview of NHA-Partner Schools in North Carolina

Below is 2015-16 academic information for the eight North Carolina NHA-partner schools operating in the 2015-16 school year. NHA's partner schools in North Carolina have historically shown a good record of meeting state growth measures and annual measurable objectives.

School	Letter Grades (2015-16)	EVAAS Growth Status (2015-16)	% Minority (2015-16)	% Free or Red. Lunch (2015-16)		Reading Proficiency (2015-16)		Math Proficiency (2015-16)	
				Sch.	Dist.	Sch.	Dist.	Sch.	Dist.
Forsyth Academy	D	Met	71%	80%	52%	54.2%	50.8%	39.2%	49.1%
Greensboro	A+NG	Exceeded	19%	5%	53%	84.6%	52.0%	88.0%	50.6%
PreEminent	D	Met	94%	70%	37%	72.2%	66.7%	36.1%	64.8%
Queen's Grant (K-8)	B	Not Met	21%	17%	47%	90.5%	58.0%	71.5%	59.4%
Research Triangle	C	Met	92%	54%	62%	73.7%	43.4%	46.2%	40.5%
Summerfield Academy	B	Exceeded	11%	10%	53%	90.0%	52.0%	77.2%	50.6%
Wake Forest (K-6)	B	Exceeded	15%	18%	37%	86.0%	66.7%	71.5%	64.8%
Winterville (K-5)	D	Not Met	54%	43%	59%	57.3%	49.6%	46.7%	50.8%

Appendix O - Additional Appendices Provided by Applicant

Academic Performance of NHA-Partner Schools

On average, over the last three years, NHA-partner schools ranked in the top quartile nationally based on academic growth results. The most recent data available (2014-15) shows that 78% of NHA-partner schools outperform their peers at the local district they would otherwise attend. Research shows that on average students increase their academic performance each year they attend an NHA-partner school (CREDO, 2013). A link to the CREDO study is available here: <https://credo.stanford.edu/pdfs/CGAR%20Growth%20Volume%20II>.

State	School	Address	City, State, Zip	Geographic District	Authorizer	Opening Year	Grades Served	NHA-Partner School 14-15 ELA Proficiency	Geographic District 14-15 ELA Proficiency	NHA-Partner School 14-15 Math Proficiency	Geographic District 14-15 Math Proficiency
MI	Excel Charter Academy	4201 Breton Ave SE	Grand Rapids, MI 49512-3857	Kentwood Public Schools	Grand Valley State University	1995	K - 8	65%	48%	53%	34%
MI	Vanderbilt Charter Academy	301 West 16th St	Holland, MI 49423-3329	Holland City School District	Grand Valley State University	1996	K - 8	45%	43%	46%	35%
MI	Vanguard Charter Academy	1620 - 52nd St SW	Wyoming, MI 49519-9629	Wyoming Public Schools	Grand Valley State University	1996	K - 8	59%	35%	53%	25%
MI	Vista Charter Academy	711 - 32nd St SE	Grand Rapids, MI 49548-2307	Godwin Heights Public Schools	Bay Mills Community College	1996	K - 8	40%	25%	27%	16%
MI	Cross Creek Charter Academy	7701 Kalamazoo Ave SE	Byron Center, MI 49315-9534	Caledonia Community Schools	Central Michigan University	1997	K - 8	76%	75%	72%	70%
MI	Eagle Crest Charter Academy	11950 Riley St	Holland, MI 49424-8553	West Ottawa Public School District	Central Michigan University	1997	K - 8	75%	59%	68%	45%
MI	Knapp Charter Academy	1759 Leffingwell Ave NE	Grand Rapids, MI 49525-4531	Forest Hills Public Schools	Grand Valley State University	1997	K - 8	60%	25%	48%	16%
MI	Walker Charter Academy	1801 Three Mile Rd NW	Walker, MI 49544-1445	Kenowa Hills Public Schools	Grand Valley State University	1997	K - 8	66%	51%	58%	37%
MI	Endeavor Charter Academy	380 N. Helmer Rd	Springfield, MI 49037-7776	Battle Creek Public Schools	Grand Valley State University	1998	K - 8	40%	20%	33%	15%
MI	Paragon Charter Academy	3750 McCain Rd	Jackson, MI 49201-7675	Jackson Public Schools	Grand Valley State University	1998	K - 8	52%	37%	36%	23%
MI	Paramount Charter Academy	3624 S. Westnedge Ave	Kalamazoo, MI 49008-2969	Kalamazoo Public School District	Bay Mills Community College	1998	K - 8	52%	40%	36%	27%
MI	Ridge Park Charter Academy	4120 Camelot Ridge Dr SE	Grand Rapids, MI 49546-2432	Forest Hills Public Schools	Lake Superior State University	1998	K - 8	43%	25%	33%	16%
MI	Timberland Charter Academy	2574 McLaughlin Ave	Muskegon, MI 49442-4439	Orchard View Schools	Grand Valley State University	1998	K - 8	31%	18%	13%	10%
MI	Burton Glen Charter Academy	4171 Atherton Rd	Burton, MI 48519-1435	Atherton Community Schools	Northern Michigan University	1999	K - 8	28%	16%	15%	9%
MI	Chandler Woods Charter Academy	6895 Samrick Ave Private	Belmont, MI 49306-8844	Comstock Park Public Schools	Grand Valley State University	1999	K - 8	72%	68%	69%	58%
NC	Forsyth Academy	5426 Shattalon Dr	Winston-Salem, NC 27106-1919	Forsyth County Schools	North Carolina State Board of Education	1999	K - 8	42%	52%	36%	49%
NC	Greensboro Academy	4049 Battleground Ave	Greensboro, NC 27410-8410	Guilford County Schools	North Carolina State Board of Education	1999	K - 8	83%	52%	85%	49%
MI	Linden Charter Academy	3244 N Linden Rd	Flint, MI 48504-1753	Westwood Heights Schools	Central Michigan University	1999	K - 8	29%	16%	16%	9%
MI	North Saginaw Charter Academy	2332 Trautner Dr	Saginaw, MI 48604-9593	Saginaw City School District	Central Michigan University	1999	K - 8	26%	30%	14%	22%
MI	South Arbor Charter Academy	8200 Carpenter Rd	Ypsilanti, MI 48197-9173	Milan Area Schools	Central Michigan University	1999	K - 8	85%	67%	82%	65%
MI	Walton Charter Academy	744 East Walton Blvd	Pontiac, MI 48340-1361	Pontiac City School District	Northern Michigan University	1999	K - 8	36%	14%	27%	8%
MI	Windemere Park Charter Academy	3100 W. Saginaw Street	Lansing, MI 48917-2307	Waverly Community Schools	Grand Valley State University	1999	K - 8	53%	21%	40%	13%
MI	Canton Charter Academy	49100 Ford Rd	Canton, MI 48187-5415	Plymouth-Canton Community Schools	Central Michigan University	2000	K - 8	81%	71%	77%	60%
MI	Metro Charter Academy	34800 Ecorse Rd	Romulus, MI 48174-1642	Romulus Community Schools	Grand Valley State University	2000	K - 8	46%	27%	38%	19%
NC	PreEminent Charter School	3815 Rock Quarry Rd	Raleigh, NC 27610-5123	Wake County Schools	North Carolina State Board of Education	2000	K - 8	42%	66%	35%	63%
NC	Research Triangle Charter Academy	2418 Ellis Rd	Durham, NC 27703-5543	Durham Public Schools	North Carolina State Board of Education	2000	K - 8	50%	43%	48%	39%
MI	Warrendale Charter Academy	19400 Sawyer Rd	Detroit, MI 48228-3330	Detroit City School District	Grand Valley State University	2001	K - 8	24%	13%	10%	7%
MI	Detroit Merit Charter Academy	1091 Alter Rd	Detroit, MI 48215-2861	Detroit City School District	Grand Valley State University	2002	K - 8	42%	23%	25%	7%
OH	North Dayton School of Discovery	3901 Turner Rd	Dayton, OH 45415-3654	Dayton City	Educational Service Center of Lake Erie West	2002	K - 8	43%	34%	33%	25%
NC	Queen's Grant Community School	6400 Matthews-Mint Hill Rd	Mint Hill, NC 28227-9323	Mecklenburg County	North Carolina State Board of Education	2002	K - 8	74%	56%	71%	57%
NY	Southside Academy Charter School	2200 Onondaga Creek Blvd	Syracuse, NY 13207-2361	Syracuse City School District	New York State Education Department	2002	K - 8	10%	8%	15%	9%
OH	Alliance Academy of Cincinnati	1712 Duck Creek Rd	Cincinnati, OH 45207-1644	Cincinnati City	Educational Service Center of Lake Erie West	2004	K - 8	64%	61%	43%	51%
IN	Andrew J. Brown Academy	3600 N. German Church Rd	Indianapolis, IN 46235-8504	Indianapolis Public Schools	Indianapolis Mayor's Office	2003	K - 8	34%	43%	28%	38%
NY	Brooklyn Excelsior Charter School	856 Quincy St	Brooklyn, NY 11221-3612	NYC Geog. District 16	SUNY Charter Schools Institute	2003	K - 8	16%	17%	19%	16%
NY	Buffalo United Charter School	325 Manhattan Ave	Buffalo, NY 14214-1809	Buffalo City School District	SUNY Charter Schools Institute	2003	K - 8	14%	12%	24%	15%
MI	Hamtramck Academy	11420 Conant St	Hamtramck, MI 48212-3134	Hamtramck Public Schools	Bay Mills Community College	2003	K - 8	54%	33%	50%	25%
MI	Keystone Academy	47925 Bemis Rd	Belleville, MI 48111-9760	Van Buren Public Schools	Bay Mills Community College	2003	K - 8	66%	34%	60%	29%
OH	Pathway School of Discovery	173 Avondale Dr	Dayton, OH 45404-2123	Dayton City	Educational Service Center of Lake Erie West	2003	K - 8	65%	34%	58%	25%
OH	Apex Academy	16005 Terrace Rd	East Cleveland, OH 44112-2001	East Cleveland City School District	Educational Service Center of Lake Erie West	2004	K - 8	57%	46%	37%	25%
MI	Detroit Enterprise Academy	11224 Kercheval St	Detroit, MI 48214-3323	Detroit City School District	Grand Valley State University	2004	K - 8	33%	13%	21%	7%
MI	Detroit Premier Academy	7781 Asbury Park	Detroit, MI 48228-3685	Detroit City School District	Grand Valley State University	2004	K - 8	21%	13%	12%	7%
OH	Emerson Academy of Dayton	501 Hickory St	Dayton, OH 45410-1232	Dayton City	Educational Service Center of Lake Erie West	2004	K - 8	55%	34%	50%	25%
MI	Fortis Academy	3875 Golfside Dr	Ypsilanti, MI 48197-3726	Ypsilanti Community Schools	Bay Mills Community College	2004	K - 8	52%	24%	39%	14%
MI	Great Oaks Academy	4257 Bart St	Warren, MI 48091-1977	Warren Consolidated Schools	Bay Mills Community College	2004	K - 8	35%	13%	21%	7%
MI	Laurus Academy	24590 Lahser Rd	Southfield, MI 48034-6040	Southfield Public School District	Bay Mills Community College	2004	K - 8	41%	36%	34%	20%
OH	Orion Academy	1798 Queen City Ave	Cincinnati, OH 45214-1427	Cincinnati City	Educational Service Center of Lake Erie West	2004	K - 8	40%	61%	41%	51%
OH	Pinnacle Academy	860 E. 222nd St	Cleveland, OH 44123-3317	Euclid City	Educational Service Center of Lake Erie West	2004	K - 8	57%	42%	47%	33%
MI	Prevail Academy	353 Cass Ave	Mount Clemens, MI 48043-2112	Mt. Clemens Community School District	Bay Mills Community College	2004	K - 8	33%	33%	29%	5%
MI	Triumph Academy	3000 Vivian Rd	Monroe, MI 48162-8600	Jefferson Schools	Bay Mills Community College	2004	K - 8	57%	42%	49%	24%
OH	Winterfield Venture Academy	305 Wenz Rd	Toledo, OH 43615-6244	Toledo City	Educational Service Center of Lake Erie West	2004	K - 8	50%	46%	39%	37%
OH	Bennett Venture Academy	5130 Bennett Rd	Toledo, OH 43612-3422	Toledo City	Buckeye Community Hope Foundation	2005	K - 8	64%	46%	52%	37%
OH	Stambaugh Charter Academy	2420 Donald Ave	Youngstown, OH 44509-1306	Youngstown City Schools	Buckeye Community Hope Foundation	2006	K - 8	43%	46%	48%	36%
MI	Taylor Exemplar Academy	26727 Goddard Rd	Taylor, MI 48180-3912	Taylor School District	Bay Mills Community College	2006	K - 8	47%	37%	37%	23%
MI	Flagship Academy	13661 Wisconsin St	Detroit, MI 48238-2356	Detroit City School District	Central Michigan University	2007	K - 8	30%	13%	18%	7%
CO	Landmark Academy at Reunion	10566 Memphis St	Commerce City, CO 80022-6236	Brighton 27J	Brighton School District SD 27J	2007	K - 8	50%	32%	46%	23%
IN	Aspire Charter Academy	4900 W. 15th Ave	Gary, IN 46406-2308	Gary Community School Corp	Ball State University	2008	K - 8	42%	38%	40%	29%
MI	Reach Charter Academy	25275 Chippendale St	Roseville, MI 48066-3960	Roseville Community Schools	Grand Valley State University	2008	K - 8	35%	14%	25%	8%
MI	Achieve Charter Academy	3250 Denton Rd	Canton, MI 48188-2110	Van Buren Public Schools	Grand Valley State University	2009	K - 8	83%	71%	76%	60%
NY	Brooklyn Scholars Charter School	2635 Linden Blvd	Brooklyn, NY 11208-4907	NYC Geog. District 19	New York City Department of Education	2009	K - 8	21%	16%	34%	18%
MI	Lansing Charter Academy	3300 Express Ct	Lansing, MI 48910-4370	Lansing Public School District	Bay Mills Community College	2009	K - 8	29%	21%	23%	13%
MI	Quest Charter Academy	24745 Van Born Rd	Taylor, MI 48180-1221	Taylor School District	Central Michigan University	2009	K - 8	47%	37%	33%	23%
GA	Atlanta Heights Charter School	3712 Martin Luther King Jr Dr SW	Atlanta, GA 30331-3674	Atlanta Public Schools	Georgia Charter Schools Commission	2010	K - 8	17%	32%	16%	28%
NY	Brooklyn Dreams Charter School	259 Parkville Avenue	Brooklyn, NY 11230-1310	NYC Geog. District 22	SUNY Charter Schools Institute	2010	K - 8	25%	34%	41%	41%
CO	Foundations Academy	340 S 45th Avenue	Brighton, CO 80601-4652	Brighton 27J	Brighton School District SD 27J	2010	K - 8	53%	32%	47%	23%
MI	Legacy Charter Academy	4900 E Hildale Street	Detroit, MI 48234-2225	Detroit City School District	Grand Valley State University	2010	K - 8	22%	13%	14%	7%

Appendix O - Additional Appendices Provided by Applicant

Academic Performance of NHA-Partner Schools

On average, over the last three years, NHA-partner schools ranked in the top quartile nationally based on academic growth results. The most recent data available (2014-15) shows that 78% of NHA-partner schools outperform their peers at the local district they would otherwise attend. Research shows that on average students increase their academic performance each year they attend an NHA-partner school (CREDO, 2013). A link to the CREDO study is available here: <https://credo.stanford.edu/pdfs/CGAR%20Growth%20Volume%20II>.

State	School	Address	City, State, Zip	Geographic District	Authorizer	Opening Year	Grades Served	NHA-Partner School 14-15 ELA Proficiency	Geographic District 14-15 ELA Proficiency	NHA-Partner School 14-15 Math Proficiency	Geographic District 14-15 Math Proficiency
NY	Riverton Street Charter School	118-34 Riverton Street	St. Albans, NY 11412-4024	NYC Geog. District 29	New York City Department of Education	2010	K - 8	36%	26%	45%	27%
MI	East Arbor Charter Academy	6885 Merritt Road	Ypsilanti, MI 48197-8958	Ypsilanti Community Schools	Grand Valley State University	2011	K - 8	57%	40%	47%	24%
WI	Milwaukee Scholars Charter School	7000 West Florist Ave	Milwaukee, WI 53218-1855	Milwaukee Public Schools	University of Wisconsin-Milwaukee	2011	Y4 - 8	13%	27%	10%	17%
MI	Regent Park Scholars Charter Academy	15865 East 7 Mile	Detroit, MI 48205-2545	Detroit City School District	Lake Superior State University	2011	K - 8	23%	13%	17%	7%
MI	South Canton Scholars Charter Academy	3085 S. Canton Center Rd	Canton, MI 48188-2452	Wayne-Westland Community Schools	Grand Valley State University	2011	K - 8	75%	71%	72%	60%
MI	Plymouth Scholars Charter Academy	48484 N Territorial Road	Plymouth, MI 48170-2850	Plymouth-Canton Community Schools	Bay Mills Community College	2012	K - 8	82%	71%	76%	60%
MI	River City Scholars Charter Academy	944 Evergreen Street SE	Grand Rapids, MI 49507-2051	Grand Rapids Public Schools	Bay Mills Community College	2012	K - 8	18%	25%	14%	16%
MI	South Pointe Scholars Charter Academy	10550 Geddes Road	Ypsilanti, MI 48198-9442	Ypsilanti Community Schools	Northern Michigan University	2012	K - 8	59%	24%	46%	14%
MI	Oakside Scholars Charter Academy	355 Summit Dr	Waterford, MI 48328	Pontiac City School District	Bay Mills Community College	2013	K - 8	34%	15%	25%	10%
NC	Summerfield Charter Academy	5303 US 220 N	Summerfield, NC 27358	Guilford County Schools	North Carolina State Board of Education	2013	K - 8	73%	52%	75%	50%
MI	Grand River Academy	28111 Eight Mile Road	Livonia, MI 48152	Clarenceville School District	Grand Valley State University	2014	K - 7	55%	55%	48%	48%
NC	Wake Forest Charter Academy	1851 Friendship Chapel Road	Wake Forest, NC 27587	Wake County Schools	North Carolina State Board of Education	2014	K - 7	71%	42%	71%	42%
NC	Winterville Charter Academy	4160 Bayswater Rd	Winterville, NC 28590	Pitt County Schools	North Carolina State Board of Education	2015	K - 6	N/A	N/A	N/A	N/A
NC	Gate City Charter Academy	123 Flemingfield Rd	Greensboro, NC 27405	Guilford County Schools	North Carolina State Board of Education	2016	K - 5	N/A	N/A	N/A	N/A
NC	Matthews Charter Academy	2332 Mt. Harmony Church Rd	Matthews, NC 28105	Charlotte-Mecklenburg Schools	North Carolina State Board of Education	2016	K - 6	N/A	N/A	N/A	N/A

The local districts for the schools below do not have proficiency counts at the school level, so the comparisons below are by grade-level.

State	School	Address	City, State, Zip	Geographic District	Authorizer	Opening Year	Grades Served	NHA-Partner School 14-15 ELA Proficiency	Geographic District 14-15 ELA Proficiency	NHA-Partner School 14-15 Math Proficiency	Geographic District 14-15 Math Proficiency
LA	Inspire Charter Academy (Grade 3)	5454 North Foster Drive	East Baton Rouge, LA 70805-3031	East Baton Rouge Parish	East Baton Rouge Parish School Board	2010	K - 8	37%	59%	48%	58%
	Inspire Charter Academy (Grade 4)							55%	69%	47%	58%
	Inspire Charter Academy (Grade 5)							33%	62%	26%	51%
	Inspire Charter Academy (Grade 6)							61%	66%	40%	51%
	Inspire Charter Academy (Grade 7)							49%	58%	43%	50%
	Inspire Charter Academy (Grade 8)							72%	65%	46%	53%
LA	Advantage Charter Academy (Grade 3)	14740 Plank Road	Baker, LA 70714	City of Baker School District	Board of Elementary and Secondary Education	2014	K - 7	58%	44%	60%	67%
	Advantage Charter Academy (Grade 4)							41%	62%	35%	61%
	Advantage Charter Academy (Grade 5)							53%	58%	53%	43%
	Willow Charter Academy (Grade 3)							32%	62%	31%	68%
LA	Willow Charter Academy (Grade 4)	1818 Northeast Evangeline Thruway	Lafayette, LA 70501	Lafayette Parish	Board of Elementary and Secondary Education	2014	K - 7	47%	74%	32%	69%
	Willow Charter Academy (Grade 5)							38%	67%	28%	62%

Appendix P:

Charter School Required Signature Certification

Note: Outlined below is a list of areas that must be certified by the proposed Board of Directors. Any forms Not Applicable to the proposed charter school indicate below with N/A and provide a brief explanation for providing such response.

Serving on a public charter school board is a position of public trust and board members of a North Carolina public charter school; you are responsible for ensuring the quality of the school's entire program, competent stewardship of public funds, the school's fulfillment of its public obligations, all terms of its charter, and understanding/overseeing all third party contracts with individuals or companies.

- ❖ The selected Board Attorney that he/she has reviewed with the full Board of Directors, listed within the application, all the governance documents and liabilities associated with being on the Board of a Non Profit Corporation.

- Name of the Selected Board Attorney: Carruthers & Roth, P.A.
- Date of Review: September 6, 2016
- Signature of Board Members Present (Add Signature Lines as Needed):

- Shawana Turner
- [Signature]
- Paul L. McCain, CR
- Georgia Shepard
- Mark West
- Russell [Signature]
- Vicki W. Blanton

- ❖ The selected Board Auditor that he/she has reviewed with the full Board of Directors, listed within the application, all the items required for the annual audit and 990 preparations.

- Name of the Selected Board Auditor: Plante Moran
- Date of Review: September 6, 2016
- Signature of Board Members Present (Add Signature Lines as Needed):

- Shawana Turner
- [Signature]
- Paul L. McCain, CR
- Georgia Shepard
- Mark West
- Russell [Signature]
- Vicki W. Blanton

Appendix P - Required Signed and Notarized Documents

❖ If contracting with a CMO/EMO, that the selected management company has reviewed with the full Board of Directors, listed within the application, all the items required and the associated management contract and operations.

- Name of the Contact for Selected EMO/CMO: National Heritage Academies
- Date of Review: September 6, 2016
- Signature of Board Members Present (Add Signature Lines as Needed):
 - Shawana Jones
 - Pidell, Michael
 - George Shepard
 - Michelle Williams
 - Victoria Watson

❖ If contracting with a financial management service provider that the selected financial service provider has reviewed with the full Board of Directors, listed within the application, all the financial processes and services provided.

- Name of the Contact: Not applicable
- Name of the Selected Financial Service Provider: _____
- Date of Review: _____
- Signature of Board Members Present (Add Signature Lines as Needed):

- _____
- _____
- _____
- _____
- _____
- _____

The Board of Directors does not plan to contract with a financial management service provider. The Board anticipates that these services will be covered by the management agreement with the EMO.

❖ If the proposed Board of Directors, listed within the application, is contracting with a service provider to operate PowerSchool that the service provider has reviewed all of the financial processes and services provided.

- Name of the Contact: National Heritage Academies
- Name of the Selected PowerSchool Service Provider: _____
- Date of Review: September 6, 2016
- Signature of Board Members Present (Add Signature Lines as Needed):

- Shawana Jones
- Pidell, Michael
- George Shepard
- Michelle Williams
- Victoria Watson

Certification

I, Shawana Jones, as Board Chair, certify that each Board Member has reviewed and participated in the selection of the individuals and vendors attached to this document as evidenced by the full Board of Director signatures outlined above. The information I am providing to the North Carolina State Board of Education as High Point Charter Academy Charter School is true and correct in every respect.

Shawana Jones
Signature

9/6/16
Date