

Appendix A - Replication Evidences

**Our Board formed a new non-profit solely for the purpose of starting and governing North Wake Preparatory Academy. We chose to partner with Educational Management Organizations National Heritage Academies and PrepNet, to replicate the organizations' models. We do not intend to seek a "fast-track" approval, as it is imperative that we have the time to construct our new facilities 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 our management partners' successes.*

Replication Evidences

We intend to replicate the success of East Arbor Charter Academy and Arbor Preparatory High School, located in Ypsilanti, Michigan. East Arbor is a K-8 school operated by NHA and Arbor Prep is a 9-12 school operated by PrepNet. Each school has its own charter, but the schools share one campus. The majority of 8th graders from East Arbor choose to enroll at Arbor Prep through an articulation agreement.

Both schools have maintained balanced budgets and earned unqualified independent audits each year. Both have remained in full compliance with all charter, state, and federal requirements. The success of these schools is further evidenced by the enrollment waiting lists maintained at each school. Parental satisfaction levels measured by annual surveys, student reenrollment rates, and teacher retention are also high.

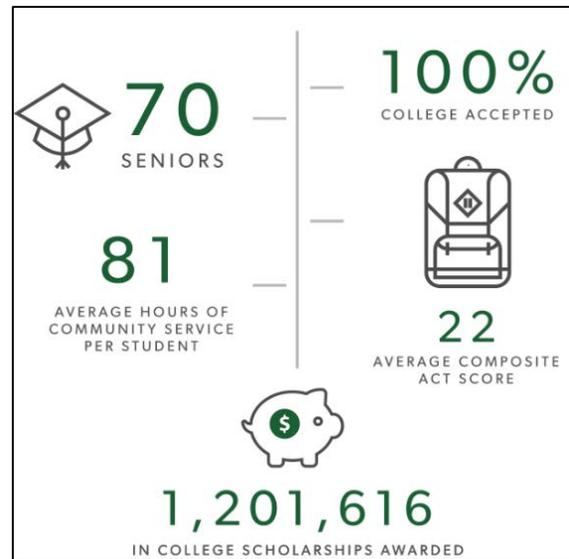
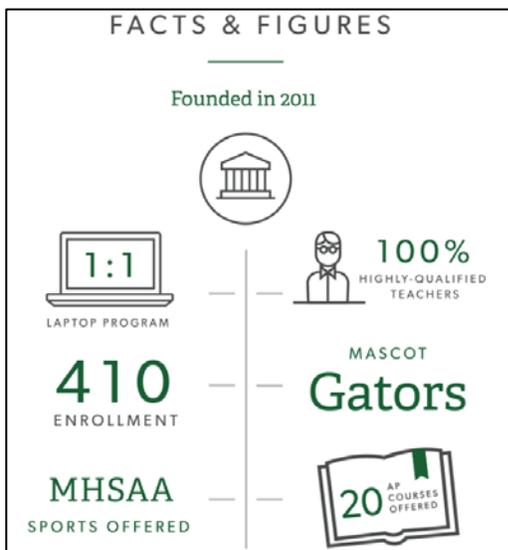


- For the 2015-16 school year (the most recently available data) the school outperformed the state in more than half of subjects and grade levels tested.
- East Arbor also outperformed its local district on the state test in all but one subject tested.
- The school grew from 483 students in 2011-12 to 771 in 2016-17. The school maintains a waiting list.

Michigan State Test: Math and ELA/Reading Results					
School Name	Year	Assessment	Category	Reading/ELA - Percent Proficient - Reading/ELA	Math - Percent Proficient
East Arbor Charter Academy	2015-16	M-STEP	All Students	50.0%	37.0%
Statewide				47.0%	37.0%
Lincoln Consolidated School District				34.0%	24.0%
East Arbor Charter Academy	2014-15	M-STEP	All Students	57.0%	47.0%
Statewide				48.0%	37.0%
Lincoln Consolidated School District				40.0%	24.0%
East Arbor Charter Academy	2013-14	M-STEP	All Students	74.0%	50.0%
Statewide				68.0%	41.0%
Lincoln Consolidated School District				66.0%	28.0%



- U.S. News and World Report's 2016 "America's Best High Schools" ranked Arbor Preparatory High School as silver, and the #10 high school in Michigan.
- On the Michigan state assessment, Arbor Prep outperformed the state by 15 percentage points in ELA and its local school district by 30 percentage points. In Math, Arbor Prep outperformed the state by 16 percentage points and its local school district by 28 percentage points.
- The school grew from 163 students in 2011-12 to close to 500 in 2016-17. The school maintains a waitlist.
- The school offers 20 AP courses.



Michigan State Test: Math and ELA/Reading Results					
School Name	Year	Assessment	Category	Reading/ELA Percent Proficient	Math Percent Proficient
Arbor Preparatory High School	2015-16	MME	All Students	64.2%	44.3%
Statewide				49.3%	28.5%
Lincoln Consolidated School District				34.2%	16.0%
Arbor Preparatory High School	2014-15	MME	All Students	73.0%	46.0%
Statewide				59.0%	29.0%
Lincoln Consolidated School District				51.0%	18.0%
Arbor Preparatory High School	2013-14	MME	All Students	71.0%	38.0%
Statewide				54.0%	29.0%
Lincoln Consolidated School District				49.0%	14.0%

Background

While charter school choices in northern Wake County exist, the vast majority only serve students in grades K-8 – and the demand for those schools far exceeds the available capacity. For example, Wake Forest Charter Academy (WFCA), in only its third year, maintains a 1,200 student waiting list. Waiting list figures are similar for nearby Franklin Academy, the only K-12 charter in our area. We anticipate that NW Prep will help meet demand for K-8 charter school seats, while also serving the hundreds of K-8 charter parents that do not have a charter high school choice. We intend for our high school grades to include more seats than our K-8 to accommodate not only NW Prep rising 9th graders, but also students from nearby schools.

Area charter schools include Endeavor Charter School (K-8); Envision Science Academy (K-8); WFCA (K-8); and, Rolesville Charter Academy (RCA) (K-8 – opening in 2017).

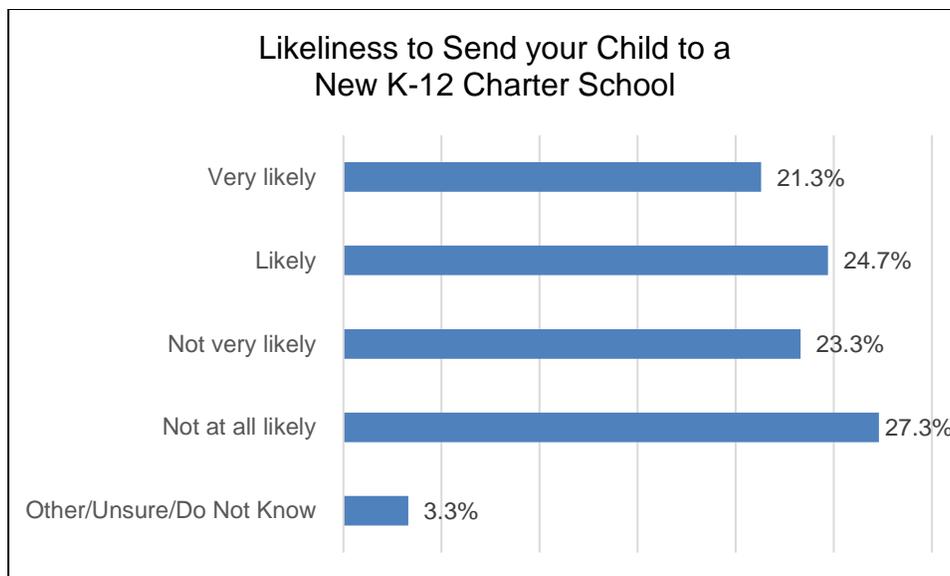
School Interest Survey Results

To help gauge parents' receptivity to a new charter school, a survey of parents in the North Wake area with at least one child in grades K-12 was conducted in September 2016. The survey found that close to half (46 percent) would be "likely" or "very likely" to send their child to a new charter school with a focus like we are proposing.

These survey results are similar to those of WFCA, the closest NHA-partner school to our proposed location, which opened in fall 2014 and generated more than 1,600 applications for fewer than 600 seats.

This initial survey confirmed our belief that families in our community are interested in expanded school choice.

"If a new Kindergarten through 12th 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?"

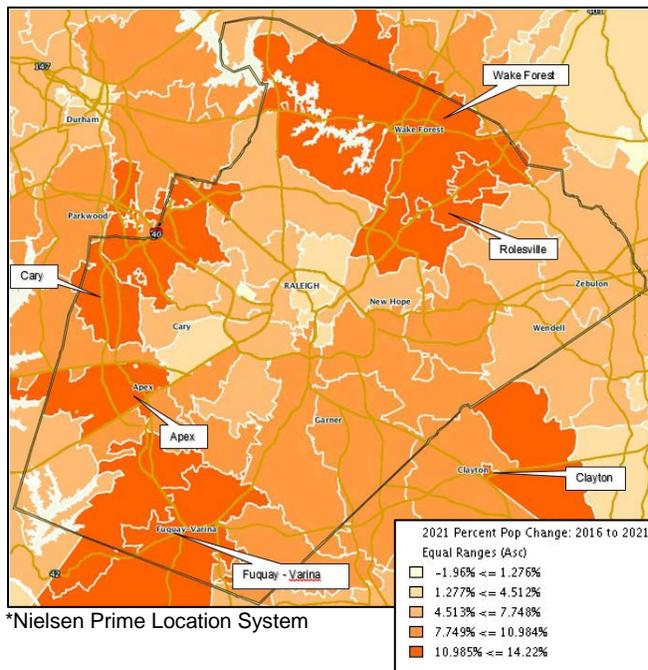


School Capacity and Growth Challenges

According to the U.S. Census, Wake County's population grew by 43.5 percent between 2000 and 2010 – the highest growth of any metropolitan area in the nation for that period (newgeography.com); and this growth is continuing. Wake County is projected to reach two million residents by 2054. (Wakegov.com). North Raleigh, the Town of Wake Forest, and the Town of Rolesville have seen booming growth in the population, business, and housing sectors.

WCPSS itself notes "As many as 20,000 additional children are expected in our classrooms by 2020" ("District Facts: Overview," at www.wcpss.net). WCPSS currently runs more than 100 elementary schools and 33 middle schools, and has put up almost 1,200 modular classrooms in an attempt to alleviate overcrowding and accommodate the tremendous growth in the student population. For the 2016-17 school year, 16 schools in the county are "capped," meaning residents who move in to neighborhoods where those schools are located are not guaranteed a seat in those schools for their children.

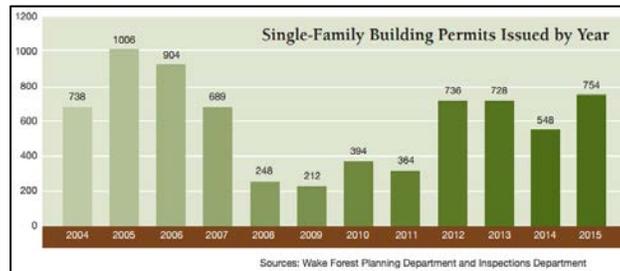
Projected Growth Areas 2016-2020



Wake Forest

Since 2000, the Town of Wake Forest has grown substantially. Wake Forest increased in population from 5,200 in 1990 to more than 30,000 in 2010, a five-fold increase. The 2014 population estimate was 36,693. Wake Forest is projected to grow steadily over the next 10-15 years. Based on approved projects, potential undeveloped land, and recent population growth trends, the estimated population for Wake Forest in 2025 is 47,770.

Appendix A1 - Evidence of Educational Need



Residential building permits support these growth projections, with permits returning to near pre-recession figures as indicated in the graphic above.

Rolesville

The Town of Rolesville directly borders Wake Forest to the southeast. The Town has become the fastest-growing town in North Carolina since 2010, increasing its population by a stunning 52 percent ("Rolesville has become NC's new boomtown," Raleigh News & Observer, May 21, 2015). And this growth is on top of an amazing 315 percent population growth from 2000 to 2010 (see: <http://rolesvillenc.gov/redac/demographics/>).

Population	5-Mile Radius	10-Mile Radius	15-Mile Radius
Population 2000	26,628	352,308	778,413
Population 2010	45,067	498,864	1,103,560
Population 2015	58,075	590,722	1,300,544
Growth 2010-15	28.9%	18.4%	17.8%

Media Coverage

For more detailed information on the capacity challenges our schools are experiencing, please review the articles at the links below:

"Wake County municipalities put school projects under microscope"

<http://www.newsobserver.com/news/local/education/article60370726.html>

"Wake County to release first draft of new student assignment plan"

"One of the most dreaded days of the year for Wake County families has come as parents and students wait for word on whether they may be shuffled to a different school next year."

<http://www.newsobserver.com/news/local/education/wake-ed-blog/article99614212.html>

"Census: Triangle, Charlotte, Dominate growth"

<http://www.newsobserver.com/news/local/counties/wake-county/article67878622.html>

"Rolesville has become NC's new boomtown"

<http://www.newsobserver.com/news/local/counties/wake-county/article21543924.html>

"Rolesville embraces its time to shine as town continues to grow"

<http://www.newsobserver.com/news/local/counties/wake-county/article10211267.html>

"State Education Board Tells Wake to Cut Class Sizes"

<http://www.wral.com/news/local/story/2409551/>

"Wake County school board to discuss next building program"

<http://www.newsobserver.com/news/local/education/wake-ed-blog/article34401942.html>

"Wake considers which schools to fast-track"

<http://www.newsobserver.com/news/local/education/article34612161.html>

Synopsis of Planned Curriculum (K-8)

NW Prep will use the K-8 curriculum designed for NHA-partner schools which has been carefully aligned with the Common Core State Standards and appropriate North Carolina learning standards. The school's core content areas of English language arts (ELA), 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 an 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 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.

Synopsis of Planned Curriculum (9-12)

NW Prep will use the PrepNet curriculum designed for PrepNet schools which has been carefully aligned with the North Carolina learning standards. The curriculum has been developed with strong consideration of the ACT/SAT College Readiness Guidelines, Next Generation Science Standards, Common Core State Standards, and preparation of students for Advanced Placement courses. The school's core content areas of English language arts (ELA), mathematics, science, and social studies, summarized briefly below, will be supplemented by co-curricular areas that help shape students as well-rounded individuals. Moral focus, too, will be integrated component of the curriculum.

ELA: In grades 9-10, the curriculum will emphasize four main components: Conventions, Rhetorical Analysis, Literary Analysis, and Writing for Topic Development and Organization. In grades 11-12, the curriculum will be centered on further development of Conventions, Rhetorical Analysis, Literary Analysis, and Writing for Topic Development & Organization, with the addition of Text Synthesis and Writing for Style. A blend of classic literature and non-fiction (literary and informational), 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 high school math courses will focus on preparing students for college success. Therefore, courses are designed around meeting the six skills needed to be successful in AP Calculus: reasoning, connecting concepts, implementing processes, connecting representations, building literacy, and communicating. These skills are deeply embedded in the concepts of Number and Quantity, Algebra, Functions, Geometry, Statistics and Probability. Students will progressively build on these skills and learn these concepts as they move along in their high school journey across Math I, Math II, and Math III. To prepare students for both college and the work force there will also be a heavy emphasis on the use of technology in all math courses.

Science: Introductory science courses, Biology and Chemistry, will focus on a blend of core content with skills based objectives. Biology students work to develop the scientific learning skills of developing and using models to explain the relationship between structure, function and the emergent properties of biological systems, designing and conducting experiments to analyze and interpret data, critical reading and analysis of informative texts and data, and synthesis of multiple sources of information and data. In chemistry, the development of these skills will expand to include constructing models to explain changes in matter and energy and designing and conducting experiments to collect and interpret data. Reading and interpreting patterns of the periodic table, and solving chemical problems with proportional reasoning are added.

Social Studies: Social studies courses will include content standards that range from historical, geographical, civic, cultural and economic perspectives; inquiry; public discourse and decision-making; and citizen involvement. Instructors will build literacy skills by introducing students to a wide variety of informational texts and constructing learning activities that require students to develop critical reading strategies, analyze primary source documents, and write expository and persuasive essays that argue positions by supporting sound reasoning with textual evidence.

Appendix B - Proposed Curriculum Outlines

World Language: World Language courses will empower students to communicate in another language and gain insight into themselves and others. They acquire knowledge of the structure and function of the world language and respective speaking societies. Student studies will provide them with access to additional knowledge and skills necessary to function in a global community and workplace.

The following pages offer a sample course scope and sequence for first grade and sixth grade ELA, as well as our planned high school Math I standards.

Unit R, Week 1: Sam

READING LITERATURE

- RL.1.1 Ask and answer questions about key details in a text.
- RL.1.3 Describe characters, settings, and major events in a story, using key details.
- RL.1.7 Use illustrations and details in a story to describe its characters, setting, or events.**
- RL.1.10 With prompting and support, read prose and poetry of appropriate complexity for grade 1.

SPEAKING AND LISTENING

- SL.1.1a 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).
- SL.1.1b Build on others' talk in conversations by responding to the comments of others through multiple exchanges.
- SL.1.2 Ask and answer questions about key details in a text read aloud or information presented orally or through other media.

LANGUAGE

- L.1.1 Demonstrate command of the conventions of standard English grammar and usage when writing or speaking.
- L.1.1a Print all upper- and lowercase letters.
- L.1.1b Use common, proper, and possessive nouns.
- L.1.1c Use singular and plural nouns with matching verbs in basic sentences (e.g., *He hops; We hop*).
- L.1.2 Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.
- L.1.2e Spell untaught words phonetically, drawing on phonemic awareness and spelling conventions.
- L.1.5a Sort words into categories (e.g., colors, clothing) to gain a sense of the concepts the categories represent.
- L.1.5c Identify real-life connections between words and their use (e.g., note places at home that are *cozy*).
- 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., *because*).

READING FOUNDATIONAL SKILLS

- RF.1.1 Demonstrate understanding of the organization and basic features of print.
- RF.1.2b Orally produce single-syllable words by blending sounds (phonemes) including consonant blends.
- RF.1.2c Isolate and pronounce initial, medial vowel, and final sounds (phonemes) in spoken single-syllable words.
- RF.1.2d Segment spoken single-syllable words into their complete sequence of individual sounds (phonemes).
- RF.1.3 Know and apply grade-level phonics and word analysis skills in decoding words.
- RF.1.3b Decode regularly spelled one-syllable words.**
- RF.1.3g Recognize and read grade-appropriate irregularly spelled words.**
- RF.1.4 Read with sufficient accuracy and fluency to support comprehension.

BOLD indicates the standard is assessed on weekly assessment.

BOLD indicates the standard is assessed on weekly assessment but not taught that week.

Unit R, Week 2: Snap!

READING LITERATURE

- RL.1.1 Ask and answer questions about key details in a text.
- RL.1.3 Describe characters, settings, and major events in a story, using key details.
- RL.1.7 Use illustrations and details in a story to describe its characters, setting, or events.**

READING INFORMATIONAL

- 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.
- RI.1.7 Use the illustrations and details in a text to describe its key ideas.

SPEAKING AND LISTENING

- SL.1.1a 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).
- SL.1.2 Ask and answer questions about key details in a text read aloud or information presented orally or through other media.
- 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.

LANGUAGE

- L.1.1 Demonstrate command of the conventions of standard English grammar and usage when writing or speaking.
- L.1.1a Print all upper- and lowercase letters.
- L.1.1b Use common, proper, and possessive nouns.
- L.1.1c Use singular and plural nouns with matching verbs in basic sentences (e.g., *He hops; We hop*).
- L.1.2 Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.
- L.1.2e Spell untaught words phonetically, drawing on phonemic awareness and spelling conventions.
- L.1.5c Identify real-life connections between words and their use (e.g., note places at home that are *cozy*).
- 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., *because*).

READING FOUNDATIONAL SKILLS

- RF.1.1 Demonstrate understanding of the organization and basic features of print.
- RF.1.2 Demonstrate understanding of spoken words, syllables, and sounds (phonemes).
- RF.1.2b Orally produce single-syllable words by blending sounds (phonemes) including consonant blends.
- RF.1.2c Isolate and pronounce initial, medial vowel, and final sounds (phonemes) in spoken single-syllable words.
- RF.1.2d Segment spoken single-syllable words into their complete sequence of individual sounds (phonemes).
- RF.1.3 Know and apply grade-level phonics and word analysis skills in decoding words.
- RF.1.3b Decode regularly spelled one-syllable words.**
- RF.K.3g Recognize and read grade-appropriate irregularly spelled words.**
- RF.1.4 Read with sufficient accuracy and fluency to support comprehension.
- RF.1.4a Read grade-level text with purpose and understanding.

BOLD indicates the standard is assessed on weekly assessment.

BOLD indicates the standard is assessed on weekly assessment but not taught that week.

Unit R, Week 3: Tip and Tam

READING LITERATURE

- RL.1.1 Ask and answer questions about key details in a text.
- RL.1.3 Describe characters, settings, and major events in a story, using key details.
- RL.1.5 Explain major differences between books that tell stories and books that give information, drawing on a wide reading of a range of text types.
- RL.1.7 Use illustrations and details in a story to describe its characters, setting, or events.**

READING INFORMATIONAL

- 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.
- RI.1.7 Use the illustrations and details in a text to describe its key ideas.
- RI.1.10 With prompting and support, read informational texts appropriately complex for grade 1.

SPEAKING AND LISTENING

- SL.1.1a 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).
- SL.1.2 Ask and answer questions about key details in a text read aloud or information presented orally or through other media.
- SL.1.6 Produce complete sentences when appropriate to task and situation. (See grade 1 Language standards 1 and 3 on page 26 for specific expectations).

LANGUAGE

- L.1.1 Demonstrate command of the conventions of standard English grammar and usage when writing or speaking.
- L.1.1a Print all upper- and lowercase letters.
- L.1.1c Use singular and plural nouns with matching verbs in basic sentences (e.g., *He hops; We hop*).
- L.1.2 Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.
- L.1.2e Spell untaught words phonetically, drawing on phonemic awareness and spelling conventions.
- L.1.5a Sort words into categories (e.g., colors, clothing) to gain a sense of the concepts the categories represent.
- L.1.5c Identify real-life connections between words and their use (e.g., note places at home that are *cozy*).
- 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., *because*).

READING FOUNDATIONAL SKILLS

- RF.1.1 Demonstrate understanding of the organization and basic features of print.
- RF.1.2 Demonstrate understanding of spoken words, syllables, and sounds (phonemes).
- RF.1.2b Orally produce single-syllable words by blending sounds (phonemes) including consonant blends.
- RF.1.2c Isolate and pronounce initial, medial vowel, and final sounds (phonemes) in spoken single-syllable words.
- RF.1.2d Segment spoken single-syllable words into their complete sequence of individual sounds (phonemes).
- RF.1.3 Know and apply grade-level phonics and word analysis skills in decoding words.
- RF.1.3b Decode regularly spelled one-syllable words.**
- RF.1.3d Use knowledge that every syllable must have a vowel sound to determine the number of syllables in a printed word.
- RF.K.3g Recognize and read grade-appropriate irregularly spelled words.**
- RF.1.4 Read with sufficient accuracy and fluency to support comprehension.
- RF.1.4c Use context to confirm or self-correct word recognition and understanding, rereading as necessary.

BOLD indicates the standard is assessed on weekly assessment.

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Updated July 2014

Unit R, Week 4: The Big Top

READING LITERATURE

- RL.1.1 Ask and answer questions about key details in a text.
- RL.1.3 Describe characters, settings, and major events in a story, using key details.
- RL.1.5 Explain major differences between books that tell stories and books that give information, drawing on a wide reading of a range of text types.
- RL.1.6 Identify who is telling the story at various points in a text.
- RL.1.7 Use illustrations and details in a story to describe its characters, setting, or events.**

READING INFORMATIONAL

- RI.1.6 Distinguish between information provided by pictures or other illustrations and information provided by the words in a text.
- RI.1.7 Use the illustrations and details in a text to describe its key ideas.

SPEAKING AND LISTENING

- 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.
- SL.1.2 Ask and answer questions about key details in a text read aloud or information presented orally or through other media.

LANGUAGE

- L.1.1 Demonstrate command of the conventions of standard English grammar and usage when writing or speaking.
- L.1.1a Print all upper- and lowercase letters.
- L.1.1c Use singular and plural nouns with matching verbs in basic sentences (e.g., *He hops; We hop*).
- L.1.1j Produce and expand complete simple and compound declarative, interrogative, imperative, and exclamatory sentences in response to prompts.
- L.1.2 Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.
- L.1.2b Use end punctuation for sentences.
- L.1.2e Spell untaught words phonetically, drawing on phonemic awareness and spelling conventions.
- L.1.5a Sort words into categories (e.g., colors, clothing) to gain a sense of the concepts the categories represent.
- L.1.5c Identify real-life connections between words and their use (e.g., note places at home that are *cozy*).

READING FOUNDATIONAL SKILLS

- RF.1.1 Demonstrate understanding of the organization and basic features of print.
- RF.1.1a Recognize the distinguishing features of a sentence (e.g., first word, capitalization, ending punctuation).
- RF.1.2 Demonstrate understanding of spoken words, syllables, and sounds (phonemes).
- RF.1.2b Orally produce single-syllable words by blending sounds (phonemes) including consonant blends.
- RF.1.2c Isolate and pronounce initial, medial vowel, and final sounds (phonemes) in spoken single-syllable words.
- RF.1.2d Segment spoken single-syllable words into their complete sequence of individual sounds (phonemes).
- RF.1.3 Know and apply grade-level phonics and word analysis skills in decoding words.
- RF.1.3a Know the spelling-sound correspondences for common consonant digraphs.
- RF.1.3b Decode regularly spelled one-syllable words.**
- RF.K.3g Recognize and read grade-appropriate irregularly spelled words.**
- RF.1.4 Read with sufficient accuracy and fluency to support comprehension.

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Updated July 2014

Unit R, Week 5: School Day

READING LITERATURE

- RL.1.1 Ask and answer questions about key details in a text.
- RL.1.2 Retell stories, including key details, and demonstrate understanding of their central message or lesson.
- RL.1.3 Describe characters, settings, and major events in a story, using key details.**
- RL.1.5 Explain major differences between books that tell stories and books that give information, drawing on a wide reading of a range of text types.
- RL.1.6 Identify who is telling the story at various points in a text.
- RL.1.7 Use illustrations and details in a story to describe its characters, setting, or events.**

READING INFORMATIONAL

- RI.1.1 Ask and answer questions about key details in a text.
- RI.1.7 Use the illustrations and details in a text to describe its key ideas.

SPEAKING AND LISTENING

- 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.
- SL.1.1c Ask questions to clear up any confusion about the topics and texts under discussion.
- SL.1.2 Ask and answer questions about key details in a text read aloud or information presented orally or through other media.
- 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.

LANGUAGE

- L.1.1 Demonstrate command of the conventions of standard English grammar and usage when writing or speaking.
- L.1.1a Print all upper- and lowercase letters.
- L.1.1f Use frequently occurring adjectives.
- L.1.1j Produce and expand complete simple and compound declarative, interrogative, imperative, and exclamatory sentences in response to prompts.
- L.1.2 Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.
- L.1.2e Spell untaught words phonetically, drawing on phonemic awareness and spelling conventions.
- L.1.5c Identify real-life connections between words and their use (e.g., note places at home that are *cozy*).

READING FOUNDATIONAL SKILLS

- RF.1.1 Demonstrate understanding of the organization and basic features of print.
- RF.1.2 Demonstrate understanding of spoken words, syllables, and sounds (phonemes).
- RF.1.2b Orally produce single-syllable words by blending sounds (phonemes) including consonant blends.
- RF.1.2c Isolate and pronounce initial, medial vowel, and final sounds (phonemes) in spoken single-syllable words.
- RF.1.3 Know and apply grade-level phonics and word analysis skills in decoding words.
- RF.1.3b Decode regularly spelled one-syllable words.**
- RF.1.3d Use knowledge that every syllable must have a vowel sound to determine the number of syllables in a printed word.
- RF.K.3g Recognize and read grade-appropriate irregularly spelled words.**
- RF.1.4 Read with sufficient accuracy and fluency to support comprehension.
- RF.1.4c Use context to confirm or self-correct word recognition and understanding, rereading as necessary.

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Updated July 2014

Unit R, Week 6: The Farmers Market

READING LITERATURE

- RL.1.1 Ask and answer questions about key details in a text.
- RL.1.2 Retell stories, including key details, and demonstrate understanding of their central message or lesson.
- RL.1.3 Describe characters, settings, and major events in a story, using key details.
- RL.1.5 Explain major differences between books that tell stories and books that give information, drawing on a wide reading of a range of text types.**
- RL.1.7 Use illustrations and details in a story to describe its characters, setting, or events.**

SPEAKING AND LISTENING

- SL.1.1c Ask questions to clear up any confusion about the topics and texts under discussion.
- SL.1.2 Ask and answer questions about key details in a text read aloud or information presented orally or through other media.
- 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.
- SL.1.4 Describe people, places, things, and events with relevant details, expressing ideas and feelings clearly.
- SL.1.6 Produce complete sentences when appropriate to task and situation. (See grade 1 Language standards 1 and 3 on page 26 for specific expectations).

LANGUAGE

- L.1.1a Print all upper- and lowercase letters.
- L.1.1c Use singular and plural nouns with matching verbs in basic sentences (e.g., *He hops; We hop*).
- L.1.1j Produce and expand complete simple and compound declarative, interrogative, imperative, and exclamatory sentences in response to prompts.
- L.1.2 Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.
- L.1.2b Use end punctuation for sentences.
- L.1.2e Spell untaught words phonetically, drawing on phonemic awareness and spelling conventions.
- L.1.5a Sort words into categories (e.g., colors, clothing) to gain a sense of the concepts the categories represent.
- L.1.5c Identify real-life connections between words and their use (e.g., note places at home that are cozy).

READING FOUNDATIONAL SKILLS

- RF.1.1a Distinguish long from short vowel sounds in spoken single-syllable words.
- RF.1.2 Demonstrate understanding of spoken words, syllables, and sounds (phonemes).
- RF.1.2b Orally produce single-syllable words by blending sounds (phonemes) including consonant blends.
- RF.1.2c Isolate and pronounce initial, medial vowel, and final sounds (phonemes) in spoken single-syllable words.
- RF.1.2d Segment spoken single-syllable words into their complete sequence of individual sounds (phonemes).
- RF.1.3 Know and apply grade-level phonics and word analysis skills in decoding words.
- RF.1.3b Decode regularly spelled one-syllable words.**
- RF.1.3d Use knowledge that every syllable must have a vowel sound to determine the number of syllables in a printed word.
- RF.K.3g Recognize and read grade-appropriate irregularly spelled words.**
- RF.1.4 Read with sufficient accuracy and fluency to support comprehension.
- RF.1.4a Read grade-level text with purpose and understanding.

Unit R Test RL.1.2 , RL.1.3, RL.1.5, W.1.3, W.1.5, L.1.1, L.1.2, RF.1.2a, RF.1.2c, RF.1.3c, RF.1.3g

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Updated July 2014

Unit 1, Week 1: Sam, Come Back!

READING LITERATURE

- RL.1.1 Ask and answer questions about key details in a text.
- RL.1.2 Retell stories, including key details, and demonstrate understanding of their central message or lesson.
- RL.1.3 Describe characters, settings, and major events in a story, using key details.**
- RL.1.4 Identify words and phrases in stories or poems that suggest feelings or appeal to the senses.
- RL.1.7 Use illustrations and details in a story to describe its characters, setting, or events.
- RL.1.9 Compare and contrast the adventures and experiences of characters in stories.
- RL.1.10 With prompting and support, read prose and poetry of appropriate complexity for grade 1.

READING INFORMATIONAL

- 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.

WRITING

- 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.
- 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.
- 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.1.8 With guidance and support from adults, recall information from experiences or gather information from provided sources to answer a question.

SPEAKING AND LISTENING

- 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.
- SL.1.1c Ask questions to clear up any confusion about the topics and texts under discussion.
- SL.1.2 Ask and answer questions about key details in a text read aloud or information presented orally or through other media.

LANGUAGE

- L.1.1 Demonstrate command of the conventions of standard English grammar and usage when writing or speaking.
- L.1.2 Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.
- L.1.2b Use end punctuation for sentences.
- L.1.2d Use conventional spelling for words with common spelling patterns and for frequently occurring irregular words.
- L.1.2e Spell untaught words phonetically, drawing on phonemic awareness and spelling conventions.
- 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.
- L.1.5a Sort words into categories (e.g., colors, clothing) to gain a sense of the concepts the categories represent.
- L.1.5c Identify real-life connections between words and their use (e.g., note places at home that are *cozy*).
- L.1.5d Distinguish shades of meaning among verbs differing in manner (e.g., *look, peek, glance, stare, glare, scowl*) and adjectives differing in intensity (e.g., *large, gigantic*) by defining or choosing them or by acting out the meanings.

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Unit 1, Week 1: Sam, Come Back!

READING FOUNDATIONAL SKILLS

- RF.1.1a Distinguish long from short vowel sounds in spoken single-syllable words.
- RF.1.2 Demonstrate understanding of spoken words, syllables, and sounds (phonemes).
 - RF.1.2a Distinguish long from short vowel sounds in spoken single-syllable words.
 - RF.1.2b Orally produce single-syllable words by blending sounds (phonemes) including consonant blends.
 - RF.1.2c Isolate and pronounce initial, medial vowel, and final sounds (phonemes) in spoken single-syllable words.
 - RF.1.2d Segment spoken single-syllable words into their complete sequence of individual sounds (phonemes).
- RF.1.3 Know and apply grade-level phonics and word analysis skills in decoding words.
 - RF.1.3a Know the spelling-sound correspondences for common consonant digraphs.
 - RF.1.3b Decode regularly spelled one-syllable words.**
 - RF.K.3g Recognize and read grade-appropriate irregularly spelled words.**
- RF.1.4 Read with sufficient accuracy and fluency to support comprehension.
 - RF.1.4a Read grade-level text with purpose and understanding.
 - RF.1.4c Use context to confirm or self-correct word recognition and understanding, rereading as necessary.

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Unit 1, Week 2: Pig in a Wig

READING LITERATURE

- RL.1.1 Ask and answer questions about key details in a text.
- RL.1.2 Retell stories, including key details, and demonstrate understanding of their central message or lesson.
- RL.1.3 Describe characters, settings, and major events in a story, using key details.**
- RL.1.5 Explain major differences between books that tell stories and books that give information, drawing on a wide reading of a range of text types.
- RL.1.7 Use illustrations and details in a story to describe its characters, setting, or events.
- RL.1.9 Compare and contrast the adventures and experiences of characters in stories.
- RL.1.10 With prompting and support, read prose and poetry of appropriate complexity for grade 1.

WRITING

- 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.
- 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.
- 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.1.8 With guidance and support from adults, recall information from experiences or gather information from provided sources to answer a question.

SPEAKING AND LISTENING

- 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.
- SL.1.1a 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).
- SL.1.2 Ask and answer questions about key details in a text read aloud or information presented orally or through other media.

LANGUAGE

- L.1.1 Demonstrate command of the conventions of standard English grammar and usage when writing or speaking.
- L.1.1a Print all upper- and lowercase letters.
- L.1.1j Produce and expand complete simple and compound declarative, interrogative, imperative, and exclamatory sentences in response to prompts.
- L.1.2 Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.
- L.1.2b Use end punctuation for sentences.
- L.1.2d Use conventional spelling for words with common spelling patterns and for frequently occurring irregular words.
- L.1.2e Spell untaught words phonetically, drawing on phonemic awareness and spelling conventions.
- L.1.5c Identify real-life connections between words and their use (e.g., note places at home that are *cozy*).
- 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., *because*).

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Unit 1, Week 2: Pig in a Wig

READING FOUNDATIONAL SKILLS

- RF.1.2b Orally produce single-syllable words by blending sounds (phonemes) including consonant blends.
- RF.1.2c Isolate and pronounce initial, medial vowel, and final sounds (phonemes) in spoken single-syllable words.
- RF.1.2d Segment spoken single-syllable words into their complete sequence of individual sounds (phonemes).
- RF.1.3 Know and apply grade-level phonics and word analysis skills in decoding words.
- RF.1.3a Know the spelling-sound correspondences for common consonant digraphs.
- RF.1.3b Decode regularly spelled one-syllable words.**
- RF.K.3g Recognize and read grade-appropriate irregularly spelled words.**
- RF.1.4 Read with sufficient accuracy and fluency to support comprehension.
- RF.1.4a Read grade-level text with purpose and understanding.
- RF.1.4b Read grade-level text orally with accuracy, appropriate rate, and expression.

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Unit 1, Week 3: The Big Blue Ox

READING LITERATURE

- RL.1.1 Ask and answer questions about key details in a text.
- RL.1.2 Retell stories, including key details, and demonstrate understanding of their central message or lesson.
- RL.1.3 Describe characters, settings, and major events in a story, using key details.**
- RL.1.5 Explain major differences between books that tell stories and books that give information, drawing on a wide reading of a range of text types.
- RL.1.7 Use illustrations and details in a story to describe its characters, setting, or events.
- RL.1.10 With prompting and support, read prose and poetry of appropriate complexity for grade 1.

READING INFORMATIONAL

- RI.1.5 Ask and answer questions about key details in a text.
- RI.1.6 Distinguish between information provided by pictures or other illustrations and information provided by the words in a text.
- RI.1.7 Use the illustrations and details in a text to describe its key ideas.
- RI.1.9 Identify basic similarities in and differences between two texts on the same topic (e.g., in illustrations, descriptions, or procedures).

WRITING

- 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.
- 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.1.8 With guidance and support from adults, recall information from experiences or gather information from provided sources to answer a question.

SPEAKING AND LISTENING

- SL.1.2 Ask and answer questions about key details in a text read aloud or information presented orally or through other media.
- SL.1.4 Describe people, places, things, and events with relevant details, expressing ideas and feelings clearly.
- SL.1.5 Add drawings or other visual displays to descriptions when appropriate to clarify ideas, thoughts, and feelings.

LANGUAGE

- L.1.1 Demonstrate command of the conventions of standard English grammar and usage when writing or speaking.
- L.1.1a Print all upper- and lowercase letters.
- L.1.1j Produce and expand complete simple and compound declarative, interrogative, imperative, and exclamatory sentences in response to prompts.
- L.1.2 Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.
- L.1.2d Use conventional spelling for words with common spelling patterns and for frequently occurring irregular words.
- L.1.2e Spell untaught words phonetically, drawing on phonemic awareness and spelling conventions.
- 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.
- L.1.5c Identify real-life connections between words and their use (e.g., note places at home that are *cozy*).
- L.1.5d Distinguish shades of meaning among verbs differing in manner (e.g., *look, peek, glance, stare, glare, scowl*) and adjectives differing in intensity (e.g., *large, gigantic*) by defining or choosing them or by acting out the meanings.

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Updated July 2014

Unit 1, Week 3: The Big Blue Ox

READING FOUNDATIONAL SKILLS

- RF.1.2 Demonstrate understanding of spoken words, syllables, and sounds (phonemes).
- RF.1.2b Orally produce single-syllable words by blending sounds (phonemes) including consonant blends.
- RF.1.2c Isolate and pronounce initial, medial vowel, and final sounds (phonemes) in spoken single-syllable words.
- RF.1.2d Segment spoken single-syllable words into their complete sequence of individual sounds (phonemes).
- RF.1.3 Know and apply grade-level phonics and word analysis skills in decoding words.
- RF.1.3b Decode regularly spelled one-syllable words.**
- RF.K.3g Recognize and read grade-appropriate irregularly spelled words.**
- RF.1.4 Read with sufficient accuracy and fluency to support comprehension.
- RF.1.4a Read grade-level text with purpose and understanding.
- RF.1.4b Read grade-level text orally with accuracy, appropriate rate, and expression.

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Unit 1, Week 4: A Fox and a Kit

READING LITERATURE

- RL.1.1 Ask and answer questions about key details in a text.
- RL.1.2 Retell stories, including key details, and demonstrate understanding of their central message or lesson.
- RL.1.3 Describe characters, settings, and major events in a story, using key details.
- RL.1.5 Explain major differences between books that tell stories and books that give information, drawing on a wide reading of a range of text types.
- RL.1.9 Compare and contrast the adventures and experiences of characters in stories.
- RL.1.10 With prompting and support, read prose and poetry of appropriate complexity for grade 1.

READING INFORMATIONAL

- RI.1.1 Ask and answer questions about key details in a text.
- RI.1.2 Identify the main topic and retell key details of a text.**
- RI.1.3 Describe the connection between two individuals, events, ideas, or pieces of information in a text.**
- RI.1.6 Distinguish between information provided by pictures or other illustrations and information provided by the words in a text.
- RI.1.7 Use the illustrations and details in a text to describe its key ideas.

WRITING

- 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.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.
- 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.
- 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.1.8 With guidance and support from adults, recall information from experiences or gather information from provided sources to answer a question.

SPEAKING AND LISTENING

- 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.
- SL.1.1a 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).
- SL.1.1b Build on others' talk in conversations by responding to the comments of others through multiple exchanges.
- SL.1.2 Ask and answer questions about key details in a text read aloud or information presented orally or through other media.
- SL.1.5 Add drawings or other visual displays to descriptions when appropriate to clarify ideas, thoughts, and feelings.

LANGUAGE

- L.1.1 Demonstrate command of the conventions of standard English grammar and usage when writing or speaking.
- L.1.1a Print all upper- and lowercase letters.
- L.1.1f Use frequently occurring adjectives.
- L.1.1j Produce and expand complete simple and compound declarative, interrogative, imperative, and exclamatory sentences in response to prompts.
- L.1.2 Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.
- L.1.2e Spell untaught words phonetically, drawing on phonemic awareness and spelling conventions.
- L.1.2b Use end punctuation for sentences.

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Updated July 2014

Unit 1, Week 4: A Fox and a Kit

LANGUAGE

- L.1.2d Use conventional spelling for words with common spelling patterns and for frequently occurring irregular words.
- 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.
- L.1.4c Identify frequently occurring root words (e.g., *look*) and their inflectional forms (e.g., *looks, looked, looking*).
- L.1.5c Identify real-life connections between words and their use (e.g., note places at home that are *cozy*).

READING FOUNDATIONAL SKILLS

- RF.1.1a Recognize the distinguishing features of a sentence (e.g., first word, capitalization, ending punctuation).
- RF.1.2 Demonstrate understanding of spoken words, syllables, and sounds (phonemes).
- RF.1.2b Orally produce single-syllable words by blending sounds (phonemes) including consonant blends.
- RF.1.2c Isolate and pronounce initial, medial vowel, and final sounds (phonemes) in spoken single-syllable words.
- RF.1.2d Segment spoken single-syllable words into their complete sequence of individual sounds (phonemes).
- RF.1.3 Know and apply grade-level phonics and word analysis skills in decoding words.
- RF.1.3b Decode regularly spelled one-syllable words.
- RF.1.3d Use knowledge that every syllable must have a vowel sound to determine the number of syllables in a printed word.
- RF.1.3f Read words with inflectional endings.**
- RF.K.3g Recognize and read grade-appropriate irregularly spelled words.**
- RF.1.4 Read with sufficient accuracy and fluency to support comprehension.
- RF.1.4b Read grade-level text orally with accuracy, appropriate rate, and expression.

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Updated July 2014

Unit 1, Week 5: Get the Egg!

READING LITERATURE

- RL.1.1 Ask and answer questions about key details in a text.
- RL.1.2 Retell stories, including key details, and demonstrate understanding of their central message or lesson.**
- RL.1.3 Describe characters, settings, and major events in a story, using key details.**
- RL.1.4 Identify words and phrases in stories or poems that suggest feelings or appeal to the senses.
- RL.1.7 Use illustrations and details in a story to describe its characters, setting, or events.

READING INFORMATIONAL

- RI.1.1 Ask and answer questions about key details in a text.
- RI.1.2 Identify the main topic and retell key details of a text.
- RI.1.3 Describe the connection between two individuals, events, ideas, or pieces of information in a text.
- RI.1.6 Distinguish between information provided by pictures or other illustrations and information provided by the words in a text.

WRITING

- 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.
- 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.
- 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.1.8 With guidance and support from adults, recall information from experiences or gather information from provided sources to answer a question.

SPEAKING AND LISTENING

- SL.1.2 Ask and answer questions about key details in a text read aloud or information presented orally or through other media.
- 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.
- SL.1.4 Describe people, places, things, and events with relevant details, expressing ideas and feelings clearly.

LANGUAGE

- L.1.1 Demonstrate command of the conventions of standard English grammar and usage when writing or speaking.
- L.1.1a Print all upper- and lowercase letters.
- L.1.1j Produce and expand complete simple and compound declarative, interrogative, imperative, and exclamatory sentences in response to prompts.
- L.1.2 Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.
- L.1.2b Use end punctuation for sentences.
- L.1.2d Use conventional spelling for words with common spelling patterns and for frequently occurring irregular words.
- L.1.2e Spell untaught words phonetically, drawing on phonemic awareness and spelling conventions.
- L.1.5a Sort words into categories (e.g., colors, clothing) to gain a sense of the concepts the categories represent.
- L.1.5b Define words by category and by one or more key attributes (e.g., a *duck* is a bird that swims; a *tiger* is a large cat with stripes).
- L.1.5c Identify real-life connections between words and their use (e.g., note places at home that are *cozy*).

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Updated July 2014

Unit 1, Week 5: Get the Egg!

READING FOUNDATIONAL SKILLS

- RF.1.1a Recognize the distinguishing features of a sentence (e.g., first word, capitalization, ending punctuation).
- RF.1.2b Orally produce single-syllable words by blending sounds (phonemes) including consonant blends.
- RF.1.2c Isolate and pronounce initial, medial vowel, and final sounds (phonemes) in spoken single-syllable words.
- RF.1.2d Segment spoken single-syllable words into their complete sequence of individual sounds (phonemes).
- RF.1.3 Know and apply grade-level phonics and word analysis skills in decoding words.
- RF.1.3b Decode regularly spelled one-syllable words.**
- RF.1.3f Read words with inflectional endings.
- RF.1.3g Recognize and read grade-appropriate irregularly spelled words.**
- RF.1.4 Read with sufficient accuracy and fluency to support comprehension.
- RF.1.4a Read grade-level text with purpose and understanding.
- RF.1.4b Read grade-level text orally with accuracy, appropriate rate, and expression.

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Unit 1, Week 6: Animal Park

READING LITERATURE

- RL.1.1** Ask and answer questions about key details in a text.
- RL.1.4 Identify words and phrases in stories or poems that suggest feelings or appeal to the senses.
- RL.1.5 Explain major differences between books that tell stories and books that give information, drawing on a wide reading of a range of text types.
- RL.1.9 Compare and contrast the adventures and experiences of characters in stories.
- RL.1.10 With prompting and support, read prose and poetry of appropriate complexity for grade 1.

READING INFORMATIONAL

- RI.1.1 Ask and answer questions about key details in a text.
- RI.1.2 Identify the main topic and retell key details of a text.
- 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.
- RI.1.6 Distinguish between information provided by pictures or other illustrations and information provided by the words in a text.
- RI.1.7 Use the illustrations and details in a text to describe its key ideas.
- RI.1.8 Identify the reasons an author gives to support points in a text.
- RI.1.9 Identify basic similarities in and differences between two texts on the same topic (e.g., in illustrations, descriptions, or procedures).
- RI.1.10 With prompting and support, read informational texts appropriately complex for grade 1.

WRITING

- 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.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.
- 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.1.8 With guidance and support from adults, recall information from experiences or gather information from provided sources to answer a question.

SPEAKING AND LISTENING

- SL.1.1a 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).
- SL.1.2 Ask and answer questions about key details in a text read aloud or information presented orally or through other media.
- SL.1.4 Describe people, places, things, and events with relevant details, expressing ideas and feelings clearly.

LANGUAGE

- L.1.1 Demonstrate command of the conventions of standard English grammar and usage when writing or speaking.
- L.1.1a Print all upper- and lowercase letters.
- L.1.1j Produce and expand complete simple and compound declarative, interrogative, imperative, and exclamatory sentences in response to prompts.
- L.1.2 Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.
- L.1.2b Use end punctuation for sentences.

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Updated July 2014

Unit 1, Week 6: Animal Park

LANGUAGE

- L.1.2d Use conventional spelling for words with common spelling patterns and for frequently occurring irregular words.
- L.1.2e Spell untaught words phonetically, drawing on phonemic awareness and spelling conventions.
- L.1.5 With guidance and support from adults, demonstrate understanding of word relationships and nuances in word meanings.
- L.1.5c Identify real-life connections between words and their use (e.g., note places at home that are cozy).

READING FOUNDATIONAL SKILLS

- RF.1.1a Recognize the distinguishing features of a sentence (e.g., first word, capitalization, ending punctuation).
- RF.1.2 Demonstrate understanding of spoken words, syllables, and sounds (phonemes).
- RF.1.2b Orally produce single-syllable words by blending sounds (phonemes) including consonant blends.
- RF.1.2c Isolate and pronounce initial, medial vowel, and final sounds (phonemes) in spoken single-syllable words.
- RF.1.3 Know and apply grade-level phonics and word analysis skills in decoding words.
- RF.1.3b Decode regularly spelled one-syllable words.**
- RF.K.3g Recognize and read grade-appropriate irregularly spelled words.**
- RF.1.4 Read with sufficient accuracy and fluency to support comprehension.
- RF.1.4b Read grade-level text orally with accuracy, appropriate rate, and expression.

Unit 1 Test	• RL.1.1	• L.1.1
	• RL.1.2	• L.1.1c
	• RL.1.3	• L.1.2
	• RL.1.5	• L.1.2b
	• RL.1.7	• RF.1.3b
	• W.1.3	• RF.1.3f
	• W.1.5	• RF.1.3g

BOLD indicates the standard is assessed on weekly assessment.

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Unit 2, Week 1: A Big Fish for Max

READING LITERATURE

- RL.1.1 Ask and answer questions about key details in a text.
- RL.1.2 Retell stories, including key details, and demonstrate understanding of their central message or lesson.
- RL.1.3 Describe characters, settings, and major events in a story, using key details.**
- RL.1.7 Use illustrations and details in a story to describe its characters, setting, or events.
- RL.1.10 With prompting and support, read prose and poetry of appropriate complexity for grade 1.

READING INFORMATIONAL

- 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.
- RI.1.7 Use the illustrations and details in a text to describe its key ideas.
- RI.1.9 Identify basic similarities in and differences between two texts on the same topic (e.g., in illustrations, descriptions, or procedures).
- RI.1.10 With prompting and support, read informational texts appropriately complex for grade 1.

WRITING

- 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.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.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.
- 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.1.8 With guidance and support from adults, recall information from experiences or gather information from provided sources to answer a question.

SPEAKING AND LISTENING

- 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.
- SL.1.1b Build on others’ talk in conversations by responding to the comments of others through multiple exchanges.
- SL.1.2 Ask and answer questions about key details in a text read aloud or information presented orally or through other media.
- SL.1.4 Describe people, places, things, and events with relevant details, expressing ideas and feelings clearly.

LANGUAGE

- L.1.1 Demonstrate command of the conventions of standard English grammar and usage when writing or speaking.
- L.1.1a Print all upper- and lowercase letters.
- L.1.1b Use common, proper, and possessive nouns.
- L.1.2 Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.
- L.1.2d Use conventional spelling for words with common spelling patterns and for frequently occurring irregular words.
- L.1.5a Sort words into categories (e.g., colors, clothing) to gain a sense of the concepts the categories represent.
- L.1.5c Identify real-life connections between words and their use (e.g., note places at home that are cozy).

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Unit 2, Week 1: A Big Fish for Max

READING FOUNDATIONAL SKILLS

- RF.1.2b Orally produce single-syllable words by blending sounds (phonemes) including consonant blends.
- RF.1.2d Segment spoken single-syllable words into their complete sequence of individual sounds (phonemes).
- RF.1.3 Know and apply grade-level phonics and word analysis skills in decoding words.**
- RF.1.3a Know the spelling-sound correspondences for common consonant digraphs.**
- RF.1.3b Decode regularly spelled one-syllable words.
- RF.1.3c Know final -e and common vowel team conventions for representing long vowel sounds.
- RF.K.3g Recognize and read grade-appropriate irregularly spelled words.**
- RF.1.4 Read with sufficient accuracy and fluency to support comprehension.
- RF.1.4a Read grade-level text with purpose and understanding.

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Unit 2, Week 2: The Farmer in the Hat

READING LITERATURE

- RL.1.1** Ask and answer questions about key details in a text.
- RL.1.2 Retell stories, including key details, and demonstrate understanding of their central message or lesson.
- RL.1.3** Describe characters, settings, and major events in a story, using key details.
- RL.1.7 Use illustrations and details in a story to describe its characters, setting, or events.
- RL.1.9 Compare and contrast the adventures and experiences of characters in stories.

READING INFORMATIONAL

- RI.1.1 Ask and answer questions about key details in a text.
- 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.
- RI.1.6 Distinguish between information provided by pictures or other illustrations and information provided by the words in a text.
- RI.1.7 Use the illustrations and details in a text to describe its key ideas.
- RI.1.8 Identify the reasons an author gives to support points in a text.

WRITING

- 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.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.
- 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.1.8 With guidance and support from adults, recall information from experiences or gather information from provided sources to answer a question.

SPEAKING AND LISTENING

- 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.
- SL.1.1a 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).
- SL.1.4 Describe people, places, things, and events with relevant details, expressing ideas and feelings clearly.

LANGUAGE

- L.1.1 Demonstrate command of the conventions of standard English grammar and usage when writing or speaking.
- L.1.1a Print all upper- and lowercase letters.
- L.1.1b Use common, proper, and possessive nouns.
- L.1.1j Produce and expand complete simple and compound declarative, interrogative, imperative, and exclamatory sentences in response to prompts.
- L.1.2 Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.
- L.1.2a Capitalize dates and names of people.
- L.1.2d Use conventional spelling for words with common spelling patterns and for frequently occurring irregular words.
- 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.
- L.1.5a Sort words into categories (e.g., colors, clothing) to gain a sense of the concepts the categories represent.
- L.1.5c Identify real-life connections between words and their use (e.g., note places at home that are *cozy*).

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Updated July 2014

Unit 2, Week 2: The Farmer in the Hat

READING FOUNDATIONAL SKILLS

- RF.1.2 Demonstrate understanding of spoken words, syllables, and sounds (phonemes).
- RF.1.2a Distinguish long from short vowel sounds in spoken single-syllable words.
- RF.1.2b Orally produce single-syllable words by blending sounds (phonemes) including consonant blends.
- RF.1.2c Isolate and pronounce initial, medial vowel, and final sounds (phonemes) in spoken single-syllable words.
- RF.1.3 Know and apply grade-level phonics and word analysis skills in decoding words.**
- RF.1.3a Know the spelling-sound correspondences for common consonant digraphs.
- RF.1.3b Decode regularly spelled one-syllable words.
- RF.1.3c Know final -e and common vowel team conventions for representing long vowel sounds.**
- RF.1.3g Recognize and read grade-appropriate irregularly spelled words.**
- RF.1.4 Read with sufficient accuracy and fluency to support comprehension.
- RF.1.4b Read grade-level text orally with accuracy, appropriate rate, and expression.
- RF.1.4c Use context to confirm or self-correct word recognition and understanding, rereading as necessary.

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Unit 2, Week 3: Who Works Here?

READING LITERATURE

RL.1.1 Ask and answer questions about key details in a text.

RL.1.3 Describe characters, settings, and major events in a story, using key details.

READING INFORMATIONAL

RI.1.1 Ask and answer questions about key details in a text.

RI.1.2 Identify the main topic and retell key details of a text.

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.

RI.1.6 Distinguish between information provided by pictures or other illustrations and information provided by the words in a text.

RI.1.7 Use the illustrations and details in a text to describe its key ideas.

RI.1.8 Identify the reasons an author gives to support points in a text.

WRITING

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.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.

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.1.8 With guidance and support from adults, recall information from experiences or gather information from provided sources to answer a question.

SPEAKING AND LISTENING

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.

SL.1.1a 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).

SL.1.2 Ask and answer questions about key details in a text read aloud or information presented orally or through other media.

SL.1.4 Describe people, places, things, and events with relevant details, expressing ideas and feelings clearly.

SL.1.5 Add drawings or other visual displays to descriptions when appropriate to clarify ideas, thoughts, and feelings.

LANGUAGE

L.1.1 Demonstrate command of the conventions of standard English grammar and usage when writing or speaking.

L.1.1a Print all upper- and lowercase letters.

L.1.1g Use frequently occurring conjunction (e.g., *and*, *but*, *or*, *so*, *because*).

L.1.2 Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.

L.1.2a Capitalize dates and names of people.

L.1.2c Use commas in dates and to separate single words in a series.

L.1.2d Use conventional spelling for words with common spelling patterns and for frequently occurring irregular words.

L.1.5c Identify real-life connections between words and their use (e.g., note places at home that are *cozy*).

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Unit 2, Week 3: Who Works Here?

READING FOUNDATIONAL SKILLS

- RF.1.2a Distinguish long from short vowel sounds in spoken single-syllable words.
- RF.1.2b Orally produce single-syllable words by blending sounds (phonemes) including consonant blends.
- RF.1.2c Isolate and pronounce initial, medial vowel, and final sounds (phonemes) in spoken single-syllable words.
- RF.1.3 Know and apply grade-level phonics and word analysis skills in decoding words.**
- RF.1.3a Know the spelling-sound correspondences for common consonant digraphs.
- RF.1.3b Decode regularly spelled one-syllable words.
- RF.1.3c Know final -e and common vowel team conventions for representing long vowel sounds.**
- RF.1.3g Recognize and read grade-appropriate irregularly spelled words.**
- RF.1.4 Read with sufficient accuracy and fluency to support comprehension.
- RF.1.4b Read grade-level text orally with accuracy, appropriate rate, and expression.

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Updated July 2014

Unit 2, Week 4: The Big Circle

READING LITERATURE

- RL.1.1 Ask and answer questions about key details in a text.
- RL.1.2 Retell stories, including key details, and demonstrate understanding of their central message or lesson.
- RL.1.3 Describe characters, settings, and major events in a story, using key details.**
- RL.1.5 Explain major differences between books that tell stories and books that give information, drawing on a wide reading of a range of text types.
- RL.1.7 Use illustrations and details in a story to describe its characters, setting, or events.
- RL.1.10 With prompting and support, read prose and poetry of appropriate complexity for grade 1.

READING INFORMATIONAL

- RI.1.1 Ask and answer questions about key details in a text.
- RI.1.2 Identify the main topic and retell key details of a text.
- RI.1.7 Use the illustrations and details in a text to describe its key ideas.
- RI.1.9 Identify basic similarities in and differences between two texts on the same topic (e.g., in illustrations, descriptions, or procedures).

WRITING

- 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.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.
- 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.
- 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.1.8 With guidance and support from adults, recall information from experiences or gather information from provided sources to answer a question.

SPEAKING AND LISTENING

- 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.
- SL.1.1a 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).
- SL.1.1b Build on others’ talk in conversations by responding to the comments of others through multiple exchanges.
- SL.1.2 Ask and answer questions about key details in a text read aloud or information presented orally or through other media.

LANGUAGE

- L.1.1 Demonstrate command of the conventions of standard English grammar and usage when writing or speaking.
- L.1.1a Print all upper- and lowercase letters.
- L.1.1b Use common, proper, and possessive nouns.
- L.1.1j Produce and expand complete simple and compound declarative, interrogative, imperative, and exclamatory sentences in response to prompts.
- L.1.2 Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.
- L.1.2a Capitalize dates and names of people.
- L.1.2d Use conventional spelling for words with common spelling patterns and for frequently occurring irregular words.
- L.1.5a Sort words into categories (e.g., colors, clothing) to gain a sense of the concepts the categories represent.
- L.1.5c Identify real-life connections between words and their use (e.g., note places at home that are *cozy*).

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Updated July 2014

Unit 2, Week 4: The Big Circle

READING FOUNDATIONAL SKILLS

- RF.1.2a Distinguish long from short vowel sounds in spoken single-syllable words.
- RF.1.2b Orally produce single-syllable words by blending sounds (phonemes) including consonant blends.
- RF.1.2c Isolate and pronounce initial, medial vowel, and final sounds (phonemes) in spoken single-syllable words.
- RF.1.2d Segment spoken single-syllable words into their complete sequence of individual sounds (phonemes).
- RF.1.3 Know and apply grade-level phonics and word analysis skills in decoding words.**
- RF.1.3a Know the spelling-sound correspondences for common consonant digraphs.
- RF.1.3b Decode regularly spelled one-syllable words.
- RF.1.3c Know final -e and common vowel team conventions for representing long vowel sounds.**
- RF.1.3g Recognize and read grade-appropriate irregularly spelled words.**
- RF.1.4 Read with sufficient accuracy and fluency to support comprehension.
- RF.1.4b Read grade-level text orally with accuracy, appropriate rate, and expression.

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Unit 2, Week 5: Life in the Forest

READING INFORMATIONAL

- RI.1.1 Ask and answer questions about key details in a text.
- RI.1.2 Identify the main topic and retell key details of a text.**
- RI.1.3 Describe the connection between two individuals, events, ideas, or pieces of information in a text.
- 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.
- RI.1.7 Use the illustrations and details in a text to describe its key ideas.
- RI.1.8 Identify the reasons an author gives to support points in a text.**
- RI.1.9 Identify basic similarities in and differences between two texts on the same topic (e.g., in illustrations, descriptions, or procedures).
- RI.1.10 With prompting and support, read informational texts appropriately complex for grade 1.

WRITING

- 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.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.
- 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.1.8 With guidance and support from adults, recall information from experiences or gather information from provided sources to answer a question.

SPEAKING AND LISTENING

- 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.
- SL.1.1a 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).
- SL.1.2 Ask and answer questions about key details in a text read aloud or information presented orally or through other media.
- SL.1.5 Add drawings or other visual displays to descriptions when appropriate to clarify ideas, thoughts, and feelings.

LANGUAGE

- L.1.1a Print all upper- and lowercase letters.
- L.1.1b Use common, proper, and possessive nouns.
- L.1.1c Use singular and plural nouns with matching verbs in basic sentences (e.g., *He hops; We hop*).
- L.1.2d Use conventional spelling for words with common spelling patterns and for frequently occurring irregular words.
- L.1.4a Use sentence-level context as a clue to the meaning of a word or phrase.
- L.1.4c Identify frequently occurring root words (e.g., *look*) and their inflectional forms (e.g., *looks, looked, looking*).
- L.1.5c Identify real-life connections between words and their use (e.g., note places at home that are *cozy*).

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Unit 2, Week 5: The Big Circle

READING FOUNDATIONAL SKILLS

- RF.1.2a Distinguish long from short vowel sounds in spoken single-syllable words.
- RF.1.2b Orally produce single-syllable words by blending sounds (phonemes) including consonant blends.
- RF.1.2c Isolate and pronounce initial, medial vowel, and final sounds (phonemes) in spoken single-syllable words.
- RF.1.3 Know and apply grade-level phonics and word analysis skills in decoding words.
- RF.1.3b Decode regularly spelled one-syllable words.
- RF.1.3c Know final -e and common vowel team conventions for representing long vowel sounds.**
- RF.1.3f Read words with inflectional endings.
- RF.1.3g Recognize and read grade-appropriate irregularly spelled words.**
- RF.1.4 Read with sufficient accuracy and fluency to support comprehension.
- RF.1.4b Read grade-level text orally with accuracy, appropriate rate, and expression.
- RF.1.4c Use context to confirm or self-correct word recognition and understanding, rereading as necessary.

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Unit 2, Week 6: Honey Bees

READING LITERATURE

- RL.1.1 Ask and answer questions about key details in a text.
- RL.1.5 Explain major differences between books that tell stories and books that give information, drawing on a wide reading of a range of text types.
- RL.1.9 Compare and contrast the adventures and experiences of characters in stories.
- RL.1.10 With prompting and support, read prose and poetry of appropriate complexity for grade 1.

READING INFORMATIONAL

- RI.1.1 Ask and answer questions about key details in a text.
- RI.1.2 Identify the main topic and retell key details of a text.
- RI.1.3 Describe the connection between two individuals, events, ideas, or pieces of information in a text.**
- RI.1.4 Ask and answer questions to help determine or clarify the meaning of words and phrases in a text.
- 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.
- RI.1.7 Use the illustrations and details in a text to describe its key ideas.
- RI.1.8 Identify the reasons an author gives to support points in a text.**
- RI.1.9 Identify basic similarities in and differences between two texts on the same topic (e.g., in illustrations, descriptions, or procedures).

WRITING

- 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.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.
- 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.1.8 With guidance and support from adults, recall information from experiences or gather information from provided sources to answer a question.

SPEAKING AND LISTENING

- 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.
- SL.1.1a 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).
- SL.1.2 Ask and answer questions about key details in a text read aloud or information presented orally or through other media.
- SL.1.5 Add drawings or other visual displays to descriptions when appropriate to clarify ideas, thoughts, and feelings.

LANGUAGE

- L.1.1a Print all upper- and lowercase letters.
- L.1.1b Use common, proper, and possessive nouns.
- L.1.1c Use singular and plural nouns with matching verbs in basic sentences (e.g., *He hops; We hop*).
- L.1.2 Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.
- L.1.2d Use conventional spelling for words with common spelling patterns and for frequently occurring irregular words.
- L.1.5 With guidance and support from adults, demonstrate understanding of word relationships and nuances in word meanings.
- L.1.5c Identify real-life connections between words and their use (e.g., note places at home that are *cozy*).

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Updated July 2014

Unit 2, Week 6: Honey Bees

READING FOUNDATIONAL SKILLS

- RF.1.2a Demonstrate understanding of the organization and basic features of print.
- RF.1.2b Orally produce single-syllable words by blending sounds (phonemes) including consonant blends.
- RF.1.2c Isolate and pronounce initial, medial vowel, and final sounds (phonemes) in spoken single-syllable words.
- RF.1.2d Segment spoken single-syllable words into their complete sequence of individual sounds (phonemes).
- RF.1.3 Know and apply grade-level phonics and word analysis skills in decoding words.
- RF.1.3b Decode regularly spelled one-syllable words.
- RF.1.3c Know final -e and common vowel team conventions for representing long vowel sounds.**
- RF.1.3d Use knowledge that every syllable must have a vowel sound to determine the number of syllables in a printed word.**
- RF.1.3e Decode two-syllable words following basic patterns by breaking the words into syllables.
- RF.1.3f Read words with inflectional endings.
- RF.1.3g Recognize and read grade-appropriate irregularly spelled words.**
- RF.1.4 Read with sufficient accuracy and fluency to support comprehension.
- RF.1.4b Read grade-level text orally with accuracy, appropriate rate, and expression.

Unit 2 Test	• RL.1.1	• L.1.2
	• RL.1.2	• L.1.2a
	• RL.1.3	• RF.1.3
	• RL.1.5	• RF.1.3a
	• W.1.2	• RF.1.3b
	• W.1.5	• RF.1.3c
	• L.1.1	• RF.1.3d
	• L.1.1b	• RF.1.3f
		• RF.1.3g

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Unit 3, Week 1: A Place to Play

READING LITERATURE

- RL.1.1 Ask and answer questions about key details in a text.
- RL.1.2 Retell stories, including key details, and demonstrate understanding of their central message or lesson.
- RL.1.3 Describe characters, settings, and major events in a story, using key details.
- RL.1.5 Explain major differences between books that tell stories and books that give information, drawing on a wide reading of a range of text types.
- RL.1.7 Use illustrations and details in a story to describe its characters, setting, or events.

READING INFORMATIONAL

- RI.1.1 **Ask and answer questions about key details in a text.**
- RI.1.2 Identify the main topic and retell key details of a text.

WRITING

- 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.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.
- 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.
- 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.1.8 With guidance and support from adults, recall information from experiences or gather information from provided sources to answer a question.

SPEAKING AND LISTENING

- 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.
- SL.1.2 Ask and answer questions about key details in a text read aloud or information presented orally or through other media.
- SL.1.4 Describe people, places, things, and events with relevant details, expressing ideas and feelings clearly.
- SL.1.5 Add drawings or other visual displays to descriptions when appropriate to clarify ideas, thoughts, and feelings.

LANGUAGE

- L.1.1a Print all upper- and lowercase letters.
- L.1.1c Use singular and plural nouns with matching verbs in basic sentences (e.g., *He hops; We hop*).
- L.1.1e Use verbs to convey a sense of past, present, and future (e.g., *Yesterday I walked home; Today I walk home; Tomorrow I will walk home*).
- L.1.2 Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.
- L.1.2d Use conventional spelling for words with common spelling patterns and for frequently occurring irregular words.
- L.1.2e Spell untaught words phonetically, drawing on phonemic awareness and spelling conventions.
- L.1.5 With guidance and support from adults, demonstrate understanding of word relationships and nuances in word meanings.
- L.1.5c Identify real-life connections between words and their use (e.g., note places at home that are *cozy*).

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Updated July 2014

Unit 3, Week 1: A Place to Play

READING FOUNDATIONAL SKILLS

- RF.1.2b Orally produce single-syllable words by blending sounds (phonemes) including consonant blends.
- RF.1.2c Isolate and pronounce initial, medial vowel, and final sounds (phonemes) in spoken single-syllable words.
- RF.1.2d Segment spoken single-syllable words into their complete sequence of individual sounds (phonemes).
- RF.1.3 Know and apply grade-level phonics and word analysis skills in decoding words.**
- RF.1.3b Decode regularly spelled one-syllable words.
- RF.1.3c Know final -e and common vowel team conventions for representing long vowel sounds.
- RF.1.3e Decode two-syllable words following basic patterns by breaking the words into syllables.
- RF.1.3g Recognize and read grade-appropriate irregularly spelled words.**
- RF.1.4 Read with sufficient accuracy and fluency to support comprehension.
- RF.1.4a Read grade-level text with purpose and understanding.
- RF.1.4b Read grade-level text orally with accuracy, appropriate rate, and expression.

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Unit 3, Week 2: Ruby in Her Own Time

READING LITERATURE

- RL.1.1 Ask and answer questions about key details in a text.
- RL.1.2 Retell stories, including key details, and demonstrate understanding of their central message or lesson.
- RL.1.3 Describe characters, settings, and major events in a story, using key details.**
- RL.1.4 Identify words and phrases in stories or poems that suggest feelings or appeal to the senses.
- RL.1.5 Explain major differences between books that tell stories and books that give information, drawing on a wide reading of a range of text types.
- RL.1.7 Use illustrations and details in a story to describe its characters, setting, or events.
- RL.1.9 Compare and contrast the adventures and experiences of characters in stories.**
- RL.1.10 With prompting and support, read prose and poetry of appropriate complexity for grade 1.

READING INFORMATIONAL

- 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.

WRITING

- 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.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.
- W.1.7 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.
- W.1.8 With guidance and support from adults, recall information from experiences or gather information from provided sources to answer a question.

SPEAKING AND LISTENING

- 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.
- SL.1.1a 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).
- SL.1.1b Build on others' talk in conversations by responding to the comments of others through multiple exchanges.
- SL.1.2 Ask and answer questions about key details in a text read aloud or information presented orally or through other media.

LANGUAGE

- L.1.1a Print all upper- and lowercase letters.
- L.1.1c Use singular and plural nouns with matching verbs in basic sentences (e.g., *He hops; We hop*).
- L.1.1e Use verbs to convey a sense of past, present, and future (e.g., *Yesterday I walked home; Today I walk home; Tomorrow I will walk home*).
- L.1.1g Use frequently occurring conjunction (e.g., *and, but, or, so, because*).
- L.1.2 Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.
- L.1.2d Use conventional spelling for words with common spelling patterns and for frequently occurring irregular words.
- L.1.5 With guidance and support from adults, demonstrate understanding of word relationships and nuances in word meanings.
- L.1.5c Identify real-life connections between words and their use (e.g., note places at home that are *cozy*).

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Updated July 2014

Unit 3, Week 2: Ruby in Her Own Time

READING FOUNDATIONAL SKILLS

- RF.1.2 Demonstrate understanding of spoken words, syllables, and sounds (phonemes).
- RF.1.2b Orally produce single-syllable words by blending sounds (phonemes) including consonant blends.
- RF.1.2d Segment spoken single-syllable words into their complete sequence of individual sounds (phonemes).
- RF.1.3 Know and apply grade-level phonics and word analysis skills in decoding words.**
- RF.1.3a Know the spelling-sound correspondences for common consonant digraphs.
- RF.1.3b Decode regularly spelled one-syllable words.
- RF.1.3e Decode two-syllable words following basic patterns by breaking the words into syllables.
- RF.1.3f Read words with inflectional endings.
- RF.1.3g Recognize and read grade-appropriate irregularly spelled words.**
- RF.1.4 Read with sufficient accuracy and fluency to support comprehension.
- RF.1.4b Read grade-level text orally with accuracy, appropriate rate, and expression.

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Unit 3, Week 3: The Class Pet

READING LITERATURE

- RL.1.1 Ask and answer questions about key details in a text.
- RL.1.2 Retell stories, including key details, and demonstrate understanding of their central message or lesson.
- RL.1.3 Describe characters, settings, and major events in a story, using key details.
- RL.1.5 Explain major differences between books that tell stories and books that give information, drawing on a wide reading of a range of text types.
- RL.1.7 Use illustrations and details in a story to describe its characters, setting, or events.
- RL.1.9 Compare and contrast the adventures and experiences of characters in stories.
- RL.1.10 With prompting and support, read prose and poetry of appropriate complexity for grade 1.

READING INFORMATIONAL

- RI.1.1 Ask and answer questions about key details in a text.**
- RI.1.2 Identify the main topic and retell key details of a text.
- RI.1.3 Describe the connection between two individuals, events, ideas, or pieces of information in a text.
- RI.1.4 Ask and answer questions to help determine or clarify the meaning of words and phrases in a text.
- 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.
- RI.1.6 Distinguish between information provided by pictures or other illustrations and information provided by the words in a text.
- RI.1.7 Use the illustrations and details in a text to describe its key ideas.
- RI.1.9 Identify basic similarities in and differences between two texts on the same topic (e.g., in illustrations, descriptions, or procedures).
- RI.1.10 With prompting and support, read informational texts appropriately complex for grade 1.

WRITING

- 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.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.
- W.1.8 With guidance and support from adults, recall information from experiences or gather information from provided sources to answer a question.

SPEAKING AND LISTENING

- 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.
- SL.1.2 Ask and answer questions about key details in a text read aloud or information presented orally or through other media.
- SL.1.4 Describe people, places, things, and events with relevant details, expressing ideas and feelings clearly.
- SL.1.5 Add drawings or other visual displays to descriptions when appropriate to clarify ideas, thoughts, and feelings.

LANGUAGE

- L.1.1 Demonstrate command of the conventions of standard English grammar and usage when writing or speaking.
- L.1.1a Print all upper- and lowercase letters.
- L.1.1c Use singular and plural nouns with matching verbs in basic sentences (e.g., *He hops; We hop*).
- L.1.1e Use verbs to convey a sense of past, present, and future (e.g., *Yesterday I walked home; Today I walk home; Tomorrow I will walk home*).
- L.1.1f Use frequently occurring adjectives.
- L.1.2 Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.

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Updated July 2014

Unit 3, Week 3: The Class Pet

LANGUAGE

- L.1.2d Use conventional spelling for words with common spelling patterns and for frequently occurring irregular words.
- L.1.2e Spell untaught words phonetically, drawing on phonemic awareness and spelling conventions.
- L.1.4c Identify frequently occurring root words (e.g., *look*) and their inflectional forms (e.g., *looks, looked, looking*).
- L.1.5a Sort words into categories (e.g., colors, clothing) to gain a sense of the concepts the categories represent.
- L.1.5b Define words by category and by one or more key attributes (e.g., a *duck* is a bird that swims; a *tiger* is a large cat with stripes).
- L.1.5c Identify real-life connections between words and their use (e.g., note places at home that are *cozy*).
- L.1.5d Distinguish shades of meaning among verbs differing in manner (e.g., *look, peek, glance, stare, glare, scowl*) and adjectives differing in intensity (e.g., *large, gigantic*) by defining or choosing them or by acting out the meanings.

READING FOUNDATIONAL SKILLS

- RF.1.2b Orally produce single-syllable words by blending sounds (phonemes) including consonant blends.
- RF.1.2c Isolate and pronounce initial, medial vowel, and final sounds (phonemes) in spoken single-syllable words.
- RF.1.2d Segment spoken single-syllable words into their complete sequence of individual sounds (phonemes).
- RF.1.3 Know and apply grade-level phonics and word analysis skills in decoding words.**
- RF.1.3a Know the spelling-sound correspondences for common consonant digraphs.
- RF.1.3b Decode regularly spelled one-syllable words.
- RF.1.3f Read words with inflectional endings.**
- RF.1.3g Recognize and read grade-appropriate irregularly spelled words.**
- RF.1.4 Read with sufficient accuracy and fluency to support comprehension.
- RF.1.4a Read grade-level text with purpose and understanding.
- RF.1.4b Read grade-level text orally with accuracy, appropriate rate, and expression.

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Updated July 2014

Unit 3, Week 4: Frog and Toad Together

READING LITERATURE

- RL.1.1 Ask and answer questions about key details in a text.
- RL.1.2 Retell stories, including key details, and demonstrate understanding of their central message or lesson.
- RL.1.3 Describe characters, settings, and major events in a story, using key details.
- RL.1.6 Identify who is telling the story at various points in a text.
- RL.1.7 Use illustrations and details in a story to describe its characters, setting, or events.
- RL.1.9 Compare and contrast the adventures and experiences of characters in stories.
- RL.1.10 With prompting and support, read prose and poetry of appropriate complexity for grade 1.

READING INFORMATIONAL

- RI.1.1 Ask and answer questions about key details in a text.
- 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.
- RI.1.6 Distinguish between information provided by pictures or other illustrations and information provided by the words in a text.
- RI.1.7 Use the illustrations and details in a text to describe its key ideas.
- RI.1.8 Identify the reasons an author gives to support points in a text.**
- RI.1.9 Identify basic similarities in and differences between two texts on the same topic (e.g., in illustrations, descriptions, or procedures).

WRITING

- 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.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.
- 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.1.8 With guidance and support from adults, recall information from experiences or gather information from provided sources to answer a question.

SPEAKING AND LISTENING

- SL.1.1a 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).
- SL.1.2 Ask and answer questions about key details in a text read aloud or information presented orally or through other media.
- SL.1.4 Describe people, places, things, and events with relevant details, expressing ideas and feelings clearly.
- SL.1.5 Add drawings or other visual displays to descriptions when appropriate to clarify ideas, thoughts, and feelings.

LANGUAGE

- L.1.1 Demonstrate command of the conventions of standard English grammar and usage when writing or speaking.
- L.1.1a Print all upper- and lowercase letters.
- L.1.1e Use verbs to convey a sense of past, present, and future (e.g., *Yesterday I walked home; Today I walk home; Tomorrow I will walk home*).
- L.1.2 Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.
- L.1.2d Use conventional spelling for words with common spelling patterns and for frequently occurring irregular words.
- L.1.2e Spell untaught words phonetically, drawing on phonemic awareness and spelling conventions.

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Updated July 2014

Unit 3, Week 4: Frog and Toad Together

LANGUAGE

- 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.
- L.1.4c Identify frequently occurring root words (e.g., *look*) and their inflectional forms (e.g., *looks, looked, looking*).
- L.1.5c Identify real-life connections between words and their use (e.g., note places at home that are *cozy*).

READING FOUNDATIONAL SKILLS

- RF.1.2 Demonstrate understanding of spoken words, syllables, and sounds (phonemes).
- RF.1.2b Orally produce single-syllable words by blending sounds (phonemes) including consonant blends.
- RF.1.2c Isolate and pronounce initial, medial vowel, and final sounds (phonemes) in spoken single-syllable words.
- RF.1.3 Know and apply grade-level phonics and word analysis skills in decoding words.**
- RF.1.3a Know the spelling-sound correspondences for common consonant digraphs.
- RF.1.3b Decode regularly spelled one-syllable words.
- RF.1.3f Read words with inflectional endings.**
- RF.1.3g Recognize and read grade-appropriate irregularly spelled words.**
- RF.1.4 Read with sufficient accuracy and fluency to support comprehension.
- RF.1.4b Read grade-level text orally with accuracy, appropriate rate, and expression.

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Updated July 2014

Unit 3, Week 5: I'm a Caterpillar

READING LITERATURE

- RL.1.1 Ask and answer questions about key details in a text.
- RL.1.5 Explain major differences between books that tell stories and books that give information, drawing on a wide reading of a range of text types.

READING INFORMATIONAL

- RI.1.1 Ask and answer questions about key details in a text.**
- RI.1.2 Identify the main topic and retell key details of a text.
- RI.1.3 Describe the connection between two individuals, events, ideas, or pieces of information in a text.
- 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.
- RI.1.7 Use the illustrations and details in a text to describe its key ideas.
- RI.1.10 With prompting and support, read informational texts appropriately complex for grade 1.

WRITING

- 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.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.
- 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.1.8 With guidance and support from adults, recall information from experiences or gather information from provided sources to answer a question.

SPEAKING AND LISTENING

- 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.
- SL.1.1a 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).
- SL.1.2 Ask and answer questions about key details in a text read aloud or information presented orally or through other media.
- SL.1.5 Add drawings or other visual displays to descriptions when appropriate to clarify ideas, thoughts, and feelings.
- SL.1.6 Produce complete sentences when appropriate to task and situation. (See grade 1 Language standards 1 and 3 on page 26 for specific expectations).

LANGUAGE

- L.1.1a Print all upper- and lowercase letters.
- L.1.1e Use verbs to convey a sense of past, present, and future (e.g., *Yesterday I walked home; Today I walk home; Tomorrow I will walk home*).
- L.1.2 Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.
- L.1.2d Use conventional spelling for words with common spelling patterns and for frequently occurring irregular words.
- L.1.2e Spell untaught words phonetically, drawing on phonemic awareness and spelling conventions.
- 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.
- L.1.4c Identify frequently occurring root words (e.g., *look*) and their inflectional forms (e.g., *looks, looked, looking*).
- L.1.5c Identify real-life connections between words and their use (e.g., note places at home that are *cozy*).

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Updated July 2014

Unit 3, Week 5: I'm a Caterpillar

READING FOUNDATIONAL SKILLS

- RF.1.2 Demonstrate understanding of spoken words, syllables, and sounds (phonemes).
- RF.1.2b Orally produce single-syllable words by blending sounds (phonemes) including consonant blends.
- RF.1.2c Isolate and pronounce initial, medial vowel, and final sounds (phonemes) in spoken single-syllable words.
- RF.1.2d Segment spoken single-syllable words into their complete sequence of individual sounds (phonemes).
- RF.1.3 Know and apply grade-level phonics and word analysis skills in decoding words.**
- RF.1.3b Decode regularly spelled one-syllable words.
- RF.1.3f Read words with inflectional endings.
- RF.1.3g Recognize and read grade-appropriate irregularly spelled words.**
- RF.1.4 Read with sufficient accuracy and fluency to support comprehension.
- RF.1.4b Read grade-level text orally with accuracy, appropriate rate, and expression.

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Updated July 2014

Unit 3, Week 6: Where Are My Animal Friends?

READING LITERATURE

- RL.1.1 Ask and answer questions about key details in a text.
- RL.1.2 Retell stories, including key details, and demonstrate understanding of their central message or lesson.
- RL.1.3 Describe characters, settings, and major events in a story, using key details.
- RL.1.4 Identify words and phrases in stories or poems that suggest feelings or appeal to the senses.
- RL.1.5 Explain major differences between books that tell stories and books that give information, drawing on a wide reading of a range of text types.
- RL.1.6 Identify who is telling the story at various points in a text.
- RL.1.7 Use illustrations and details in a story to describe its characters, setting, or events.
- RL.1.9 Compare and contrast the adventures and experiences of characters in stories.
- RL.1.10 With prompting and support, read prose and poetry of appropriate complexity for grade 1.

READING INFORMATIONAL

- 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.

WRITING

- 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.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.
- 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.
- 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.1.8 With guidance and support from adults, recall information from experiences or gather information from provided sources to answer a question.

SPEAKING AND LISTENING

- 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.
- SL.1.1a 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).
- SL.1.2 Ask and answer questions about key details in a text read aloud or information presented orally or through other media.
- SL.1.4 Describe people, places, things, and events with relevant details, expressing ideas and feelings clearly.

LANGUAGE

- L.1.1 Demonstrate command of the conventions of standard English grammar and usage when writing or speaking.
- L.1.1a Print all upper- and lowercase letters.
- L.1.1j Produce and expand complete simple and compound declarative, interrogative, imperative, and exclamatory sentences in response to prompts.
- L.1.2 Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.
- L.1.2b Use end punctuation for sentences.
- L.1.2d Use conventional spelling for words with common spelling patterns and for frequently occurring irregular words.
- L.1.2e Spell untaught words phonetically, drawing on phonemic awareness and spelling conventions.

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Updated July 2014

Unit 3, Week 6: Where Are My Animal Friends?

LANGUAGE

- L.1.4a Use sentence-level context as a clue to the meaning of a word or phrase.
- L.1.4c Identify frequently occurring root words (e.g., *look*) and their inflectional forms (e.g., *looks, looked, looking*).
- L.1.5c Identify real-life connections between words and their use (e.g., note places at home that are *cozy*).

READING FOUNDATIONAL SKILLS

- RF.1.2 Demonstrate understanding of spoken words, syllables, and sounds (phonemes).
- RF.1.2b Orally produce single-syllable words by blending sounds (phonemes) including consonant blends.
- RF.1.2c Isolate and pronounce initial, medial vowel, and final sounds (phonemes) in spoken single-syllable words.
- RF.1.2d Segment spoken single-syllable words into their complete sequence of individual sounds (phonemes).
- RF.1.3 Know and apply grade-level phonics and word analysis skills in decoding words.**
- RF.1.3b Decode regularly spelled one-syllable words.
- RF.1.3f Read words with inflectional endings.
- RF.1.3g Recognize and read grade-appropriate irregularly spelled words.**
- RF.1.4 Read with sufficient accuracy and fluency to support comprehension.
- RF.1.4b Read grade-level text orally with accuracy, appropriate rate, and expression.
- RF.1.4c Use context to confirm or self-correct word recognition and understanding, rereading as necessary.

Unit 3 Test	• RL.1.1	• L.1.1c
	• RL.1.2	• L.1.1e
	• RL.1.3	• L.1.2
	• RL.1.9	• RF.1.3
	• W.1.1	• RF.1.3c
	• W.1.2	• RF.1.3f
	• W.1.5	• RF.1.3g
	• L.1.1	

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Unit 4, Week 1: Mama's Birthday Present

READING LITERATURE

- RL.1.1** Ask and answer questions about key details in a text.
- RL.1.2 Retell stories, including key details, and demonstrate understanding of their central message or lesson.
- RL.1.3** Describe characters, settings, and major events in a story, using key details.
- RL.1.4 Identify words and phrases in stories or poems that suggest feelings or appeal to the senses.
- RL.1.6 Identify who is telling the story at various points in a text.
- RL.1.7 Use illustrations and details in a story to describe its characters, setting, or events.

READING INFORMATIONAL

- RI.1.1 Ask and answer questions about key details in a text.
- 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.
- RI.1.7 Use the illustrations and details in a text to describe its key ideas.

WRITING

- 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.
- W.1.8 With guidance and support from adults, recall information from experiences or gather information from provided sources to answer a question.

SPEAKING AND LISTENING

- 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.
- SL.1.2 Ask and answer questions about key details in a text read aloud or information presented orally or through other media.
- SL.1.4 Describe people, places, things, and events with relevant details, expressing ideas and feelings clearly.
- SL.1.5 Add drawings or other visual displays to descriptions when appropriate to clarify ideas, thoughts, and feelings.

LANGUAGE

- L.1.1 Demonstrate command of the conventions of standard English grammar and usage when writing or speaking.
- L.1.1a Print all upper- and lowercase letters.
- L.1.1f Use frequently occurring adjectives.
- L.1.2 Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.
- L.1.2b Use end punctuation for sentences.
- L.1.2d Use conventional spelling for words with common spelling patterns and for frequently occurring irregular words.
- L.1.2e Spell untaught words phonetically, drawing on phonemic awareness and spelling conventions.
- L.1.4a Use sentence-level context as a clue to the meaning of a word or phrase.
- L.1.5c Identify real-life connections between words and their use (e.g., note places at home that are *cozy*).
- L.1.5d Distinguish shades of meaning among verbs differing in manner (e.g., *look, peek, glance, stare, glare, scowl*) and adjectives differing in intensity (e.g., *large, gigantic*) by defining or choosing them or by acting out the meanings.

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Updated July 2014

Unit 4, Week 1: Mama's Birthday Present

READING FOUNDATIONAL SKILLS

- RF.1.2 Demonstrate understanding of spoken words, syllables, and sounds (phonemes).
- RF.1.2b Orally produce single-syllable words by blending sounds (phonemes) including consonant blends.
- RF.1.2c Isolate and pronounce initial, medial vowel, and final sounds (phonemes) in spoken single-syllable words.
- RF.1.3 Know and apply grade-level phonics and word analysis skills in decoding words.**
- RF.1.3b Decode regularly spelled one-syllable words.
- RF.1.3c Know final -e and common vowel team conventions for representing long vowel sounds.**
- RF.1.3f Read words with inflectional endings.
- RF.1.3g Recognize and read grade-appropriate irregularly spelled words.**
- RF.1.4 Read with sufficient accuracy and fluency to support comprehension.
- RF.1.4b Read grade-level text orally with accuracy, appropriate rate, and expression.
- RF.1.4c Use context to confirm or self-correct word recognition and understanding, rereading as necessary.

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Unit 4, Week 2: Cinderella

READING LITERATURE

- RL.1.1 Ask and answer questions about key details in a text.
- RL.1.2 Retell stories, including key details, and demonstrate understanding of their central message or lesson.**
- RL.1.3 Describe characters, settings, and major events in a story, using key details.**
- RL.1.5 Explain major differences between books that tell stories and books that give information, drawing on a wide reading of a range of text types.
- RL.1.7 Use illustrations and details in a story to describe its characters, setting, or events.
- RL.1.9 Compare and contrast the adventures and experiences of characters in stories.

WRITING

- 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.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.
- W.1.8 With guidance and support from adults, recall information from experiences or gather information from provided sources to answer a question.

SPEAKING AND LISTENING

- 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.
- SL.1.1a 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).
- SL.1.2 Ask and answer questions about key details in a text read aloud or information presented orally or through other media.

LANGUAGE

- L.1.1 Demonstrate command of the conventions of standard English grammar and usage when writing or speaking.
- L.1.1a Print all upper- and lowercase letters.
- L.1.1f Use frequently occurring adjectives.
- L.1.1g Use frequently occurring conjunction (e.g., *and*, *but*, *or*, *so*, *because*).
- L.1.2 Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.
- L.1.2d Use conventional spelling for words with common spelling patterns and for frequently occurring irregular words.
- L.1.2e Spell untaught words phonetically, drawing on phonemic awareness and spelling conventions.
- L.1.5c Identify real-life connections between words and their use (e.g., note places at home that are *cozy*).

READING FOUNDATIONAL SKILLS

- RF.1.2b Orally produce single-syllable words by blending sounds (phonemes) including consonant blends.
- RF.1.2c Isolate and pronounce initial, medial vowel, and final sounds (phonemes) in spoken single-syllable words.
- RF.1.3 Know and apply grade-level phonics and word analysis skills in decoding words.
- RF.1.3b Decode regularly spelled one-syllable words.
- RF.1.3c Know final -e and common vowel team conventions for representing long vowel sounds.**
- RF.1.3f Read words with inflectional endings.**
- RF.1.3g Recognize and read grade-appropriate irregularly spelled words.**
- RF.1.4 Read with sufficient accuracy and fluency to support comprehension.
- RF.1.4b Read grade-level text orally with accuracy, appropriate rate, and expression.

BOLD indicates the standard is assessed on weekly assessment.

BOLD indicates the standard is assessed on weekly assessment but not taught that week.

Unit 4, Week 3: A Trip to Washington, D.C.

READING LITERATURE

- RL.1.4 Identify words and phrases in stories or poems that suggest feelings or appeal to the senses.
- RL.1.10 With prompting and support, read prose and poetry of appropriate complexity for grade 1.

READING INFORMATIONAL

- RI.1.1 Ask and answer questions about key details in a text.
- RI.1.2 Identify the main topic and retell key details of a text.**
- RI.1.3 Describe the connection between two individuals, events, ideas, or pieces of information in a text.
- RI.1.6 Distinguish between information provided by pictures or other illustrations and information provided by the words in a text.
- RI.1.7 Use the illustrations and details in a text to describe its key ideas.
- RI.1.9 Identify basic similarities in and differences between two texts on the same topic (e.g., in illustrations, descriptions, or procedures).

WRITING

- 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.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.
- W.1.8 With guidance and support from adults, recall information from experiences or gather information from provided sources to answer a question.

SPEAKING AND LISTENING

- 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.
- SL.1.1a 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).
- SL.1.2 Ask and answer questions about key details in a text read aloud or information presented orally or through other media.
- SL.1.4 Describe people, places, things, and events with relevant details, expressing ideas and feelings clearly.
- SL.1.5 Add drawings or other visual displays to descriptions when appropriate to clarify ideas, thoughts, and feelings.

LANGUAGE

- L.1.1 Demonstrate command of the conventions of standard English grammar and usage when writing or speaking.
- L.1.1a Print all upper- and lowercase letters.
- L.1.1f Use frequently occurring adjectives.
- L.1.2 Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.
- L.1.2d Use conventional spelling for words with common spelling patterns and for frequently occurring irregular words.
- L.1.2e Spell untaught words phonetically, drawing on phonemic awareness and spelling conventions.
- L.1.4c Identify frequently occurring root words (e.g., *look*) and their inflectional forms (e.g., *looks, looked, looking*).
- L.1.5a Sort words into categories (e.g., colors, clothing) to gain a sense of the concepts the categories represent.
- L.1.5c Identify real-life connections between words and their use (e.g., note places at home that are *cozy*).
- L.1.5d Distinguish shades of meaning among verbs differing in manner (e.g., *look, peek, glance, stare, glare, scowl*) and adjectives differing in intensity (e.g., *large, gigantic*) by defining or choosing them or by acting out the meanings.

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BOLD indicates the standard is assessed on weekly assessment but not taught that week.

Unit 4, Week 3: A Trip to Washington, D.C.

READING FOUNDATIONAL SKILLS

- RF.1.2b Orally produce single-syllable words by blending sounds (phonemes) including consonant blends.
- RF.1.2c Isolate and pronounce initial, medial vowel, and final sounds (phonemes) in spoken single-syllable words.
- RF.1.3 Know and apply grade-level phonics and word analysis skills in decoding words.**
- RF.1.3b Decode regularly spelled one-syllable words.
- RF.1.3c Know final -e and common vowel team conventions for representing long vowel sounds.**
- RF.1.3f Read words with inflectional endings.
- RF.1.3g Recognize and read grade-appropriate irregularly spelled words.**
- RF.1.4 Read with sufficient accuracy and fluency to support comprehension.
- RF.1.4b Read grade-level text orally with accuracy, appropriate rate, and expression.

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Unit 4, Week 4: A Southern Ranch

READING LITERATURE

RL.1.1 Ask and answer questions about key details in a text.

READING INFORMATIONAL

RI.1.1 Ask and answer questions about key details in a text.

RI.1.2 Identify the main topic and retell key details of a text.

RI.1.3 Describe the connection between two individuals, events, ideas, or pieces of information in a text.

RI.1.4 Ask and answer questions to help determine or clarify the meaning of words and phrases in a text.

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.

RI.1.7 Use the illustrations and details in a text to describe its key ideas

WRITING

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.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.

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.

W.1.8 With guidance and support from adults, recall information from experiences or gather information from provided sources to answer a question.

SPEAKING AND LISTENING

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.

SL.1.2 Ask and answer questions about key details in a text read aloud or information presented orally or through other media.

SL.1.4 Describe people, places, things, and events with relevant details, expressing ideas and feelings clearly.

SL.1.5 Add drawings or other visual displays to descriptions when appropriate to clarify ideas, thoughts, and feelings.

LANGUAGE

L.1.1 Demonstrate command of the conventions of standard English grammar and usage when writing or speaking.

L.1.1a Print all upper- and lowercase letters.

L.1.1f Use frequently occurring adjectives.

L.1.1j Produce and expand complete simple and compound declarative, interrogative, imperative, and exclamatory sentences in response to prompts.

L.1.2d Use conventional spelling for words with common spelling patterns and for frequently occurring irregular words.

L.1.2e Spell untaught words phonetically, drawing on phonemic awareness and spelling conventions.

L.1.4a Use sentence-level context as a clue to the meaning of a word or phrase.

L.1.5c Identify real-life connections between words and their use (e.g., note places at home that are *cozy*).

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Unit 4, Week 4: A Southern Ranch

READING FOUNDATIONAL SKILLS

- RF.1.2 Demonstrate understanding of spoken words, syllables, and sounds (phonemes).
- RF.1.2b Orally produce single-syllable words by blending sounds (phonemes) including consonant blends.
- RF.1.2d Segment spoken single-syllable words into their complete sequence of individual sounds (phonemes).
- RF.1.3 Know and apply grade-level phonics and word analysis skills in decoding words.**
- RF.1.3a Know the spelling-sound correspondences for common consonant digraphs.
- RF.1.3b Decode regularly spelled one-syllable words.
- Rf.1.3c Know final -e and common vowel team conventions for representing long vowel sounds.**
- RF.1.3g Recognize and read grade-appropriate irregularly spelled words.**
- RF.1.4 Read with sufficient accuracy and fluency to support comprehension.
- RF.1.4b Read grade-level text orally with accuracy, appropriate rate, and expression.

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Unit 4, Week 5: Peter's Chair

READING LITERATURE

- RL.1.1 Ask and answer questions about key details in a text.
- RL.1.2 Retell stories, including key details, and demonstrate understanding of their central message or lesson.**
- RL.1.3 Describe characters, settings, and major events in a story, using key details.**
- RL.1.4 Identify words and phrases in stories or poems that suggest feelings or appeal to the senses.
- RL.1.7 Use illustrations and details in a story to describe its characters, setting, or events.

READING INFORMATIONAL

- RI.1.1 Ask and answer questions about key details in a text.
- 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.
- RI.1.7 Use the illustrations and details in a text to describe its key ideas.

WRITING

- 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.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.
- 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.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.1.8 With guidance and support from adults, recall information from experiences or gather information from provided sources to answer a question.

SPEAKING AND LISTENING

- 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.
- SL.1.1a 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).
- SL.1.2 Ask and answer questions about key details in a text read aloud or information presented orally or through other media.
- 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.
- SL.1.5 Add drawings or other visual displays to descriptions when appropriate to clarify ideas, thoughts, and feelings.

LANGUAGE

- L.1.1 Demonstrate command of the conventions of standard English grammar and usage when writing or speaking.
- L.1.1a Print all upper- and lowercase letters.
- L.1.1f Use frequently occurring adjectives.
- L.1.1h Use determiners (e.g., articles, demonstratives).
- L.1.2 Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.
- L.1.2a Capitalize dates and names of people.
- L.1.2b Use end punctuation for sentences.
- L.1.2d Use conventional spelling for words with common spelling patterns and for frequently occurring irregular words.

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Updated July 2014

Unit 4, Week 5: Peter's Chair

LANGUAGE

- L.1.2e Spell untaught words phonetically, drawing on phonemic awareness and spelling conventions.
- 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.
- L.1.5c Identify real-life connections between words and their use (e.g., note places at home that are *cozy*).
- L.1.5d Distinguish shades of meaning among verbs differing in manner (e.g., *look, peek, glance, stare, glare, scowl*) and adjectives differing in intensity (e.g., *large, gigantic*) by defining or choosing them or by acting out the meanings.

READING FOUNDATIONAL SKILLS

- RF.1.2 Demonstrate understanding of spoken words, syllables, and sounds (phonemes).
- RF.1.2b Orally produce single-syllable words by blending sounds (phonemes) including consonant blends.
- RF.1.2d Segment spoken single-syllable words into their complete sequence of individual sounds (phonemes).
- RF.1.3 Know and apply grade-level phonics and word analysis skills in decoding words.**
- RF.1.3a Know the spelling-sound correspondences for common consonant digraphs.
- RF.1.3c Know final -e and common vowel team conventions for representing long vowel sounds.
- RF.1.3e Decode two-syllable words following basic patterns by breaking the words into syllables.**
- RF.1.3g Recognize and read grade-appropriate irregularly spelled words.**
- RF.1.4 Read with sufficient accuracy and fluency to support comprehension.
- RF.1.4b Read grade-level text orally with accuracy, appropriate rate, and expression.

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Updated July 2014

Unit 4, Week 6: Henry and Mudge and Mrs. Hopper's House

READING LITERATURE

- RL.1.1 Ask and answer questions about key details in a text.
- RL.1.2 Retell stories, including key details, and demonstrate understanding of their central message or lesson.
- RL.1.3 Describe characters, settings, and major events in a story, using key details.**
- RL.1.4 Identify words and phrases in stories or poems that suggest feelings or appeal to the senses.
- RL.1.5 Explain major differences between books that tell stories and books that give information, drawing on a wide reading of a range of text types.
- RL.1.6 Identify who is telling the story at various points in a text.
- RL.1.7 Use illustrations and details in a story to describe its characters, setting, or events.
- RL.1.10 With prompting and support, read prose and poetry of appropriate complexity for grade 1.

READING INFORMATIONAL

- RI.1.7 Use the illustrations and details in a text to describe its key ideas.

WRITING

- 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.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.
- W.1.8 With guidance and support from adults, recall information from experiences or gather information from provided sources to answer a question.

SPEAKING AND LISTENING

- 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.
- SL.1.2 Ask and answer questions about key details in a text read aloud or information presented orally or through other media.
- SL.1.4 Describe people, places, things, and events with relevant details, expressing ideas and feelings clearly.

LANGUAGE

- L.1.1 Demonstrate command of the conventions of standard English grammar and usage when writing or speaking.
- L.1.1a Print all upper- and lowercase letters.
- L.1.1f Use frequently occurring adjectives.
- L.1.2 Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.
- L.1.2d Use conventional spelling for words with common spelling patterns and for frequently occurring irregular words.
- L.1.2e Spell untaught words phonetically, drawing on phonemic awareness and spelling conventions.
- 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.
- L.1.4b Use frequently occurring affixes as a clue to the meaning of a word.
- L.1.5c Identify real-life connections between words and their use (e.g., note places at home that are *cozy*).

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Unit 4, Week 6: Henry and Mudge and Mrs. Hopper's House

READING FOUNDATIONAL SKILLS

- RF.1.2 Demonstrate understanding of spoken words, syllables, and sounds (phonemes).
- RF.1.2b Orally produce single-syllable words by blending sounds (phonemes) including consonant blends.
- RF.1.2d Segment spoken single-syllable words into their complete sequence of individual sounds (phonemes).
- RF.1.3 Know and apply grade-level phonics and word analysis skills in decoding words.**
- RF.1.3a Know the spelling-sound correspondences for common consonant digraphs.
- RF.1.3b Decode regularly spelled one-syllable words.
- RF.1.3e Decode two-syllable words following basic patterns by breaking the words into syllables.
- RF.1.3g Recognize and read grade-appropriate irregularly spelled words.**
- RF.1.4 Read with sufficient accuracy and fluency to support comprehension.
- RF.1.4b Read grade-level text orally with accuracy, appropriate rate, and expression.

Unit 4 Test	• RL.1.1	• W.1.3
	• RL.1.2	• W.1.5
	• RL.1.3	• L.1.1
	• RL.1.9	• L.1.1f
	• RI.1.1	• L.1.2
	• RI.1.2	• RF.1.3
	• RI.1.8	• RF.1.3c
	• W.1.1	• RF.1.3g

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Unit 5, Week 1: Tippy-Toe Chick, Go!

READING LITERATURE

- RL.1.1 Ask and answer questions about key details in a text.
- RL.1.2 Retell stories, including key details, and demonstrate understanding of their central message or lesson.
- RL.1.3 Describe characters, settings, and major events in a story, using key details.**
- RL.1.5 Explain major differences between books that tell stories and books that give information, drawing on a wide reading of a range of text types.
- RL.1.7 Use illustrations and details in a story to describe its characters, setting, or events.
- RL.1.9 Compare and contrast the adventures and experiences of characters in stories.

READING INFORMATIONAL

- 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.

WRITING

- 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.
- 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.
- 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.1.8 With guidance and support from adults, recall information from experiences or gather information from provided sources to answer a question.

SPEAKING AND LISTENING

- 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.
- SL.1.2 Ask and answer questions about key details in a text read aloud or information presented orally or through other media.
- SL.1.5 Add drawings or other visual displays to descriptions when appropriate to clarify ideas, thoughts, and feelings.

LANGUAGE

- L.1.1 Demonstrate command of the conventions of standard English grammar and usage when writing or speaking.
- L.1.1a Print all upper- and lowercase letters.
- L.1.1j Produce and expand complete simple and compound declarative, interrogative, imperative, and exclamatory sentences in response to prompts.
- L.1.2 Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.
- L.1.2b Use end punctuation for sentences.
- L.1.2d Use conventional spelling for words with common spelling patterns and for frequently occurring irregular words.
- L.1.2e Spell untaught words phonetically, drawing on phonemic awareness and spelling conventions.
- L.1.4b Use frequently occurring affixes as a clue to the meaning of a word.
- L.1.5 With guidance and support from adults, demonstrate understanding of word relationships and nuances in word meanings.
- L.1.5c Identify real-life connections between words and their use (e.g., note places at home that are cozy).

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Updated July 2014

Unit 5, Week 1: Tippy-Toe Chick, Go!

READING FOUNDATIONAL SKILLS

- RF.1.1a Recognize the distinguishing features of a sentence (e.g., first word, capitalization, ending punctuation).
- RF.1.2b Orally produce single-syllable words by blending sounds (phonemes) including consonant blends.
- RF.1.2d Segment spoken single-syllable words into their complete sequence of individual sounds (phonemes).
- RF.1.3 Know and apply grade-level phonics and word analysis skills in decoding words.**
- RF.1.3b Decode regularly spelled one-syllable words.
- RF.1.3c Know final -e and common vowel team conventions for representing long vowel sounds.
- RF.1.3e Decode two-syllable words following basic patterns by breaking the words into syllables.**
- RF.1.3f Read words with inflectional endings.
- RF.1.3g Recognize and read grade-appropriate irregularly spelled words.**
- RF.1.4 Read with sufficient accuracy and fluency to support comprehension.
- RF.1.4b Read grade-level text orally with accuracy, appropriate rate, and expression.

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Unit 5, Week 2: Mole and the Baby Bird

READING LITERATURE

- RL.1.1 Ask and answer questions about key details in a text.
- RL.1.2 Retell stories, including key details, and demonstrate understanding of their central message or lesson.
- RL.1.3 Describe characters, settings, and major events in a story, using key details.**
- RL.1.4 Identify words and phrases in stories or poems that suggest feelings or appeal to the senses.
- RL.1.7 Use illustrations and details in a story to describe its characters, setting, or events.
- RL.1.9 Compare and contrast the adventures and experiences of characters in stories.

READING INFORMATIONAL

- 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.

WRITING

- 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.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.
- W.1.8 With guidance and support from adults, recall information from experiences or gather information from provided sources to answer a question.

SPEAKING AND LISTENING

- SL.1.1a 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).
- SL.1.1c Ask questions to clear up any confusion about the topics and texts under discussion.
- SL.1.2 Ask and answer questions about key details in a text read aloud or information presented orally or through other media.
- SL.1.6 Produce complete sentences when appropriate to task and situation. (See grade 1 Language standards 1 and 3 on page 26 for specific expectations).

LANGUAGE

- L.1.1 Demonstrate command of the conventions of standard English grammar and usage when writing or speaking.
- L.1.1a Print all upper- and lowercase letters.
- L.1.1d Use personal, possessive, and indefinite pronouns (e.g., *I, me, my; they, them, their, anyone, everything*).
- L.1.1g Use frequently occurring conjunction (e.g., *and, but, or, so, because*).
- L.1.2 Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.
- L.1.2d Use conventional spelling for words with common spelling patterns and for frequently occurring irregular words.
- L.1.2e Spell untaught words phonetically, drawing on phonemic awareness and spelling conventions.
- 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.
- L.1.5c Identify real-life connections between words and their use (e.g., note places at home that are *cozy*).

READING FOUNDATIONAL SKILLS

- RF.1.2b Orally produce single-syllable words by blending sounds (phonemes) including consonant blends.
- RF.1.2c Isolate and pronounce initial, medial vowel, and final sounds (phonemes) in spoken single-syllable words.
- RF.1.3 Know and apply grade-level phonics and word analysis skills in decoding words.**
- RF.1.3b Decode regularly spelled one-syllable words.

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Updated July 2014

Unit 5, Week 2: Mole and the Baby Bird

READING FOUNDATIONAL SKILLS

- RF.1.3d Use knowledge that every syllable must have a vowel sound to determine the number of syllables in a printed word.
- RF.1.3e Decode two-syllable words following basic patterns by breaking the words into syllables.**
- RF.1.3g Recognize and read grade-appropriate irregularly spelled words.**
- RF.1.4 Read with sufficient accuracy and fluency to support comprehension.
- RF.1.4b Read grade-level text orally with accuracy, appropriate rate, and expression.

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Updated July 2014

Unit 5, Week 3: Dot and Jabber and the Great Acorn Mystery

READING LITERATURE

RL.1.6 Identify who is telling the story at various points in a text.

READING INFORMATIONAL

RI.1.1 Ask and answer questions about key details in a text.

RI.1.2 Identify the main topic and retell key details of a text.

RI.1.3 Describe the connection between two individuals, events, ideas, or pieces of information in a text.

RI.1.4 Ask and answer questions to help determine or clarify the meaning of words and phrases in a text.

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.

RI.1.6 Distinguish between information provided by pictures or other illustrations and information provided by the words in a text.

RI.1.7 Use the illustrations and details in a text to describe its key ideas.

RI.1.10 With prompting and support, read informational texts appropriately complex for grade 1.

WRITING

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.

W.1.8 With guidance and support from adults, recall information from experiences or gather information from provided sources to answer a question.

SPEAKING AND LISTENING

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.

SL.1.2 Ask and answer questions about key details in a text read aloud or information presented orally or through other media.

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.

SL.1.5 Add drawings or other visual displays to descriptions when appropriate to clarify ideas, thoughts, and feelings.

LANGUAGE

L.1.1 Demonstrate command of the conventions of standard English grammar and usage when writing or speaking.

L.1.1a Print all upper- and lowercase letters.

L.1.1d Use personal, possessive, and indefinite pronouns (e.g., *I, me, my; they, them, their, anyone, everything*).

L.1.1j Produce and expand complete simple and compound declarative, interrogative, imperative, and exclamatory sentences in response to prompts.

L.1.2 Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.

L.1.2d Use conventional spelling for words with common spelling patterns and for frequently occurring irregular words.

L.1.2e Spell untaught words phonetically, drawing on phonemic awareness and spelling conventions.

L.1.4a Use sentence-level context as a clue to the meaning of a word or phrase.

L.1.5a Sort words into categories (e.g., colors, clothing) to gain a sense of the concepts the categories represent.

L.1.5c Identify real-life connections between words and their use (e.g., note places at home that are *cozy*).

BOLD indicates the standard is assessed on weekly assessment.

BOLD indicates the standard is assessed on weekly assessment but not taught that week.

Unit 5, Week 3: Dot and Jabber and the Great Acorn Mystery

READING FOUNDATIONAL SKILLS

- RF.1.2b Orally produce single-syllable words by blending sounds (phonemes) including consonant blends.
- RF.1.2c Isolate and pronounce initial, medial vowel, and final sounds (phonemes) in spoken single-syllable words.
- RF.1.2d Segment spoken single-syllable words into their complete sequence of individual sounds (phonemes).
- RF.1.3 Know and apply grade-level phonics and word analysis skills in decoding words.**
- RF.1.3b Decode regularly spelled one-syllable words.
- RF.1.3e Decode two-syllable words following basic patterns by breaking the words into syllables.
- RF.1.3f Read words with inflectional endings.**
- RF.1.3g Recognize and read grade-appropriate irregularly spelled words.**
- RF.1.4 Read with sufficient accuracy and fluency to support comprehension.
- RF.1.4b Read grade-level text orally with accuracy, appropriate rate, and expression.

BOLD indicates the standard is assessed on weekly assessment.

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Unit 5, Week 4: Simple Machines

READING INFORMATIONAL

- RI.1.1 Ask and answer questions about key details in a text.
- RI.1.2 Retell stories, including key details, and demonstrate understanding of their central message or lesson.**
- RI.1.3 Describe characters, settings, and major events in a story, using key details.
- RI.1.5 Explain major differences between books that tell stories and books that give information, drawing on a wide reading of a range of text types.
- RI.1.6 Identify who is telling the story at various points in a text.
- RI.1.7 Use illustrations and details in a story to describe its characters, setting, or events.**

WRITING

- 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.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.
- W.1.8 With guidance and support from adults, recall information from experiences or gather information from provided sources to answer a question.

SPEAKING AND LISTENING

- 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.
- SL.1.2 Ask and answer questions about key details in a text read aloud or information presented orally or through other media.
- SL.1.5 Add drawings or other visual displays to descriptions when appropriate to clarify ideas, thoughts, and feelings.

LANGUAGE

- L.1.1 Demonstrate command of the conventions of standard English grammar and usage when writing or speaking.
- L.1.1a Print all upper- and lowercase letters.
- L.1.1d Use personal, possessive, and indefinite pronouns (e.g., *I, me, my; they, them, their, anyone, everything*).
- L.1.2 Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.
- L.1.2d Use conventional spelling for words with common spelling patterns and for frequently occurring irregular words.
- L.1.4a Use sentence-level context as a clue to the meaning of a word or phrase.
- L.1.5c Identify real-life connections between words and their use (e.g., note places at home that are *cozy*).

READING FOUNDATIONAL SKILLS

- RF.1.2 Demonstrate understanding of spoken words, syllables, and sounds (phonemes).
- RF.1.2b Orally produce single-syllable words by blending sounds (phonemes) including consonant blends.
- RF.1.2c Isolate and pronounce initial, medial vowel, and final sounds (phonemes) in spoken single-syllable words.
- RF.1.2d Segment spoken single-syllable words into their complete sequence of individual sounds (phonemes).
- RF.1.3 Know and apply grade-level phonics and word analysis skills in decoding words.**
- RF.1.3b Decode regularly spelled one-syllable words.
- RF.1.3f Read words with inflectional endings.
- RF.1.3g Recognize and read grade-appropriate irregularly spelled words.**
- RF.1.4 Read with sufficient accuracy and fluency to support comprehension.
- RF.1.4b Read grade-level text orally with accuracy, appropriate rate, and expression.
- RF.1.4c Use context to confirm or self-correct word recognition and understanding, rereading as necessary.

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Updated July 2014

Unit 5, Week 5: Alexander Graham Bell: A Great Inventor

READING LITERATURE

RL.1.5 Explain major differences between books that tell stories and books that give information, drawing on a wide reading of a range of text types.

READING INFORMATIONAL

RI.1.1 Ask and answer questions about key details in a text.

RI.1.2 Identify the main topic and retell key details of a text.

RI.1.3 Describe the connection between two individuals, events, ideas, or pieces of information in a text.

RI.1.4 Ask and answer questions to help determine or clarify the meaning of words and phrases in a text.

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.

RI.1.6 Distinguish between information provided by pictures or other illustrations and information provided by the words in a text.

RI.1.7 Use the illustrations and details in a text to describe its key ideas.

WRITING

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.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.

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.

W.1.8 With guidance and support from adults, recall information from experiences or gather information from provided sources to answer a question.

SPEAKING AND LISTENING

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.

SL.1.1a 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).

SL.1.2 Ask and answer questions about key details in a text read aloud or information presented orally or through other media.

SL.1.4 Describe people, places, things, and events with relevant details, expressing ideas and feelings clearly.

SL.1.5 Add drawings or other visual displays to descriptions when appropriate to clarify ideas, thoughts, and feelings.

LANGUAGE

L.1.1 Demonstrate command of the conventions of standard English grammar and usage when writing or speaking.

L.1.1a Print all upper- and lowercase letters.

L.1.2 Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.

L.1.2d Use conventional spelling for words with common spelling patterns and for frequently occurring irregular words.

L.1.5c Identify real-life connections between words and their use (e.g., note places at home that are *cozy*).

READING FOUNDATIONAL SKILLS

RF.1.2b Orally produce single-syllable words by blending sounds (phonemes) including consonant blends.

RF.1.2d Segment spoken single-syllable words into their complete sequence of individual sounds (phonemes).

RF.1.3 Know and apply grade-level phonics and word analysis skills in decoding words.

BOLD indicates the standard is assessed on weekly assessment.

BOLD indicates the standard is assessed on weekly assessment but not taught that week.

Unit 5, Week 5: Alexander Graham Bell: A Great Inventor

READING FOUNDATIONAL SKILLS

- RF.1.3b Decode regularly spelled one-syllable words.
- RF.1.3e Decode two-syllable words following basic patterns by breaking the words into syllables.**
- RF.1.3f Read words with inflectional endings.
- RF.1.3g Recognize and read grade-appropriate irregularly spelled words.**
- RF.1.4 Read with sufficient accuracy and fluency to support comprehension.
- RF.1.4b Read grade-level text orally with accuracy, appropriate rate, and expression.

BOLD indicates the standard is assessed on weekly assessment.

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Unit 5, Week 6: The Stone Garden

READING LITERATURE

- RL.1.1 Ask and answer questions about key details in a text.
- RL.1.2 Retell stories, including key details, and demonstrate understanding of their central message or lesson.**
- RL.1.3 Describe characters, settings, and major events in a story, using key details.
- RL.1.4 Identify words and phrases in stories or poems that suggest feelings or appeal to the senses.
- RL.1.5 Explain major differences between books that tell stories and books that give information, drawing on a wide reading of a range of text types.
- RL.1.7 Use illustrations and details in a story to describe its characters, setting, or events.
- RL.1.9 Compare and contrast the adventures and experiences of characters in stories.
- RL.1.10 With prompting and support, read prose and poetry of appropriate complexity for grade 1.

READING INFORMATIONAL

- 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.
- RI.1.7 Use the illustrations and details in a text to describe its key ideas.

WRITING

- 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.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.
- W.1.8 With guidance and support from adults, recall information from experiences or gather information from provided sources to answer a question.

SPEAKING AND LISTENING

- 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.
- SL.1.1a 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).
- SL.1.2 Ask and answer questions about key details in a text read aloud or information presented orally or through other media.
- SL.1.5 Add drawings or other visual displays to descriptions when appropriate to clarify ideas, thoughts, and feelings.
- SL.1.6 Produce complete sentences when appropriate to task and situation. (See grade 1 Language standards 1 and 3 on page 26 for specific expectations).

LANGUAGE

- L.1.1 Demonstrate command of the conventions of standard English grammar and usage when writing or speaking.
- L.1.1a Print all upper- and lowercase letters.
- L.1.1i Use frequently occurring prepositions (e.g., *during*, *beyond*, *toward*).
- L.1.1j Produce and expand complete simple and compound declarative, interrogative, imperative, and exclamatory sentences in response to prompts.
- L.1.2 Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.
- L.1.2b Use end punctuation for sentences.
- L.1.2d Use conventional spelling for words with common spelling patterns and for frequently occurring irregular words.
- L.1.2e Spell untaught words phonetically, drawing on phonemic awareness and spelling conventions.
- L.1.4b Use frequently occurring affixes as a clue to the meaning of a word.
- L.1.5c Identify real-life connections between words and their use (e.g., note places at home that are *cozy*).

BOLD indicates the standard is assessed on weekly assessment.

BOLD indicates the standard is assessed on weekly assessment but not taught that week.

Updated July 2014

Unit 5, Week 6: The Stone Garden

READING FOUNDATIONAL SKILLS

- RF.1.2b Orally produce single-syllable words by blending sounds (phonemes) including consonant blends.
- RF.1.2c Isolate and pronounce initial, medial vowel, and final sounds (phonemes) in spoken single-syllable words.
- RF.1.2d Segment spoken single-syllable words into their complete sequence of individual sounds (phonemes).
- RF.1.3 Know and apply grade-level phonics and word analysis skills in decoding words.**
- RF.1.3b Decode regularly spelled one-syllable words.
- RF.1.3c Know final -e and common vowel team conventions for representing long vowel sounds.
- RF.1.3g Recognize and read grade-appropriate irregularly spelled words.**
- RF.1.4 Read with sufficient accuracy and fluency to support comprehension.
- RF.1.4b Read grade-level text orally with accuracy, appropriate rate, and expression.

Unit 5 Test	• RL.1.1	• W.1.5
	• RL.1.2	• L.1.1
	• RL.1.3	• L.1.1d
	• RI.1.1	• L.1.2
	• RI.1.2	• L.1.4b
	• RI.1.3	• RF.1.3
	• RI.1.8	• RF.1.3c
	• W.1.1	• RF.1.3f
	• W.1.3	• RF.1.3g

BOLD indicates the standard is assessed on weekly assessment.
BOLD indicates the standard is assessed on weekly assessment but not taught that week.

Reading and Language Standards:

- Reading and Language standards on this year long plan reflect all standards in the Essential Course of Study (ECOS) found in Holt Literature.
- Unit Assessments assess all Reading and Language standards in Units 1, 3, 5, and 7 based on the ECOS.
- Interim assessments:
 - Interim 1: assess all reading and language standards covered in Units 1 & 2.
 - Interim 2: assess all reading and language standards covered in Units 3 & 4.
 - Interim 3: assess all reading and language standards covered in Units 5 & 6.
 - Interim 4: assess all reading and language standards covered in Units 7 & 8.

Writing Standards:

- Writing standards listed reflect standards found in the ECOS selections as well as all standards listed in the Writing Process Workshops.
- Writing Standards in bold are assessed on corresponding interim, other writing standards not covered on interims will need to be assessed in the corresponding Writing Process Workshop.
- Unit 9 is a Research Unit where the student's project at the end of the unit can be assessed for a grade.

Speaking and Listening:

- Speaking and Listening Standards are not assessed on unit or interim assessments and will need to be assessed as determined by the teacher throughout the units.

Unit 1: What’s Happening?

**Text Analysis Workshop:
What Makes a Good Story?**

ECOS

READING LITERATURE

- 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.
- 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, Week 1:
The School Play**

ECOS

READING LITERATURE

- RL.6.1 Cite textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text.
- 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.
- 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.

WRITING

- 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.

SPEAKING AND LISTENING

- 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.

LANGUAGE

- L.6.1 Demonstrate command of the conventions of Standard English grammar and usage when writing or speaking.
- L.6.4c 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.
- L.6.5c Distinguish among the connotations (associations) of words with similar denotations (definitions) (e.g., stingy, scrimping, economical, un wasteful, thrifty).

**Unit 1, Week 2:
All Summer in a Day**

ECOS

READING LITERATURE

- RL.6.1 Cite textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text.
- 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.
- 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: What's Happening?

Unit 1, Week 2: All Summer in a Day

ECOS

WRITING

- W.6.3 Write narratives to develop real or imagined experiences or events using effective technique, relevant descriptive details, and well-structured event sequences

SPEAKING AND LISTENING

- 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.

LANGUAGE

- L.6.2 Demonstrate command of the conventions of Standard English capitalization, punctuation, and spelling when writing.
- L.6.4c 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, Week 3: Settling in Space

ECOS

READING INFORMATIONAL

- RI.6.1 Cite textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text.
- 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.
- 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.

Media Study: From Lemony Snicket's A Series of Unfortunate Events

ECOS

READING INFORMATIONAL

- RI.6.4 Determine the meaning of words and phrases as they are used in a text, including figurative, connotative, and technical meanings.

SPEAKING AND LISTENING

- 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.
- 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: What's Happening?

Unit 1, Week 4:

The Prince and the Pauper

ECOS

READING LITERATURE

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.

WRITING

W.6.7 Conduct short research projects to answer a question, drawing on several sources and refocusing the inquiry when appropriate.

SPEAKING AND LISTENING

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, Week 5:

Twain's Tale Transplanted to Today

ECOS

READING LITERATURE

RL.6.1 Cite textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text.

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.

Speaking and Listening Workshop:

Participating in a Discussion

ECOS

SPEAKING AND LISTENING

SL.6.1a 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.

SL.6.1b Follow rules for collegial discussions, set specific goals and deadlines, and define individual roles as needed.

SL.6.1c Pose and respond to specific questions with elaboration and detail by making comments that contribute to the topic, text, or issue under discussion.

SL.6.1d Review the key ideas expressed and demonstrate understanding of multiple perspectives through reflection and paraphrasing.

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.

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: What's Happening?

Writing Workshop:
Supporting Opinion

ECOS

WRITING

- W.6.1a Introduce claim(s) and organize the reasons and evidence clearly.
- W.6.1b Support claims(s) with clear reasons and relevant evidence, using credible sources and demonstrating an understanding of the topic or text.
- W.6.1c Use words, phrases, and clauses to clarify the relationship among claim(s) and reasons.
- W.6.1d Establish and maintain a formal style.
- W.6.1e Provide a concluding statement or section that follows from and supports the argument presented.
- 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).
- 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, focusing on how well purpose and audience have been addressed. (Editing for conventions should demonstrate command of Language standards 1–3 up to and including grade 6).
- W.6.6 Use technology, including the Internet, to produce and publish writing as well as interact and collaborate with others; demonstrate sufficient command of keyboarding skills to type a minimum of three pages in a single sitting.
- W.6.9a 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”).
- 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.

LANGUAGE

- L.6.1b Use intensive pronouns (e.g., *myself*, *ourselves*).
- L.6.2 Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.

Unit 2: Person to Person

Text Analysis Workshop: Character and Point of View

ECOS

READING LITERATURE

- RL.6.1 Cite textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text.
- 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.

SPEAKING AND LISTENING

- 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 2, Week 1: Eleven

ECOS

READING LITERATURE

- 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.
- RL.6.6 Explain how an author develops the point of view of the narrator or speaker in a text.

SPEAKING AND LISTENING

- SL.6.1 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.

LANGUAGE

- 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.
- L.6.4c 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.
- 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 2, Week 2: Jeremiah's Song

ECOS

READING LITERATURE

- RL.6.1 Cite textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text.
- RL.6.6 Explain how an author develops the point of view of the narrator or speaker in a text.

WRITING

- 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.

SPEAKING AND LISTENING

- SL.6.1 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 2: Person to Person

Unit 2, Week 2: Jeremiah's Song

ECOS

LANGUAGE

- L.6.3a Vary sentence patterns for meaning, reader/listener interest, and style.*
- L.6.4d 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).
- 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 2, Week 3: Role-Playing and Discovery

ECOS

The Life and Adventures of Nat Love

READING INFORMATIONAL

- RI.6.4 Determine the meaning of words and phrases as they are used in a text, including figurative, connotative, and technical meanings.
- 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).
- 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.

SPEAKING AND LISTENING

- SL.6.1 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.

LANGUAGE

- 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.
- L.6.4b Use common, grade-appropriate Greek or Latin affixes and roots as clues to the meaning of a word (e.g., audience, auditory, and audible).
- 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.

Writing Workshop Comparison-Contrast Essay

ECOS

READING LITERATURE

- RL.6.1 Cite textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text.
- 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 these and topics.

WRITING

- W.6.2a Write informative/explanatory texts to examine a topic and convey ideas, concepts, and information through the selection, organization, and analysis of relevant content.**
- W.6.2b Develop the topic with relevant facts, definitions, concrete details, quotations, or other information and examples.**

Unit 2: Person to Person

Writing Workshop

Comparison-Contrast Essay

ECOS

- W.6.2d** Use precise language and domain-specific vocabulary to inform about or explain the topic.
- W.6.2e** Establish and maintain a formal style.
- 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).
- 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).
- W.6.9a** **Research to Build and Present Knowledge: 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”).**
- 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.

SPEAKING AND LISTENING

- 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.

LANGUAGE

- L.6.1** Demonstrate command of the conventions of standard English grammar and usage when writing or speaking.
- L.6.2b** Spell correctly.
- L.6.3b** Maintain consistency in style and tone.*

Speaking and Listening Workshop:

Asking Questions and Paraphrasing Ideas

ECOS

SPEAKING AND LISTENING

- SL.6.1a** 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.
- SL.6.1c** Pose and respond to specific questions with elaboration and detail by making comments that contribute to the topic, text, or issue under discussion.
- SL.6.1d** Review the key ideas expressed and demonstrate understanding of multiple perspectives through reflection and paraphrasing.

Unit 3: The Big Idea

Text Analysis Workshop Understanding Theme

ECOS

READING LITERATURE

- 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.

SPEAKING AND LISTENING

- 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 3, Week 1: The Dog of Pompeii

ECOS

READING LITERATURE

- 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.

- 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.

WRITING

- W.6.3 Write narratives to develop real or imagined experiences or events using effective technique, relevant descriptive details, and well-structured event sequences.

- W.6.7 Conduct short research projects to answer a question, drawing on several sources and refocusing the inquiry when appropriate.

SPEAKING AND LISTENING

- 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.

LANGUAGE

- L.6.2 Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.

- 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.

- L.6.4a 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.

- L.6.4b Use common, grade-appropriate Greek or Latin affixes and roots as clues to the meaning of a word (e.g., audience, auditory, audible).

Unit 3, Week 2: Pompeii and Vesuvius

ECOS

READING INFORMATIONAL

- 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.

- RI.6.6 Determine an author's point of view or purpose in a text and explain how it is conveyed in the text.

- 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 3: The Big Idea

Unit 3, Week 2: Pompeii and Vesuvius

ECOS

WRITING

- 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.

SPEAKING AND LISTENING

- 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 3, Week 3: Scout's Honor

ECOS

READING LITERATURE

- 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.
- 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.

WRITING

- W.6.3 Write narratives to develop real or imagined experiences or events using effective technique, relevant descriptive details, and well-structured event sequences.

SPEAKING AND LISTENING

- 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.

LANGUAGE

- L.6.3a Vary sentence patterns for meaning, reader/listener interest, and style.*
- 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.
- L.6.5b Use the relationship between particular words (e.g., cause/effect, part/whole, item/category) to better understand each of the words.
- 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 3, Week 4: How to Build a Bat House

ECOS

READING INFORMATIONAL

- RI.6.5 Analyze how a particular sentence, paragraph, chapter, or selection fits into the overall structure of a text and contributes to the development of the ideas.
- RI.6.7 Integrate information presented in a different media or formats (e.g., visually, quantitatively, as well as in words) to develop a coherent understanding of a topic or issue).

WRITING

- W.6.2 Write informative/explanatory texts to examine a topic and convey ideas and concepts and information through the selection, organization, and analysis of relevant content.

Unit 3: The Big Idea

Unit 3, Week 4:

How to Build a Bat House

ECOS

SPEAKING AND LISTENING

- 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.

READING LITERATURE

- 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.

Writing Workshop

Short Story

ECOS

WRITING

- W.6.3a 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.
- W.6.3b Use narrative techniques, such as dialogue, pacing, and description, to develop experiences, events, and/or characters.
- W.6.3c Use a variety of transition words, phrases, and clauses to convey sequence and signal shifts from one time frame or setting to another.
- W.6.3d Use precise words and phrases, relevant descriptive details, and sensory language to convey experiences and events.
- W.6.3e Provide a conclusion that follows from the narrated experiences or events.
- 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).
- 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).
- 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.

LANGUAGE

- L.6.1 Demonstrate command of the conventions of standard English grammar and usage when writing or speaking.
- L.6.2 Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.
- L.6.2b Spell correctly.

Unit 3: The Big Idea

Technology Workshop
Creating a Class Blog

ECOS

WRITING

- W.6.4 Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience. (Grade- specific expectation for writing types are defined in standards 1-3 above).
- 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.

SPEAKING AND LISTENING

- SL.6.1a 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.
- SL.6.1b Follow rules for collegial discussions, set specific goals and deadlines, and define individual roles as needed.
- SL.6.1c Pose and respond to specific questions with elaboration and detail by making comments that contribute to the topic, text, or issue under discussion.
- SL.6.1d Review the key ideas expressed and demonstrate understanding of multiple perspectives through reflection and paraphrasing.

Unit 4: Writer's Craft

Text Analysis Workshop: Sensory Language, Imagery, and Style

ECOS

READING LITERATURE

- 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.

SPREAKING AND LISTENING

- 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 4, Week 1: Tuesday of the Other June

ECOS

READING LITERATURE

- 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.
- 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.

WRITING

- W.6.3 Write narratives to develop real or imagined experiences or events using effective technique, relevant descriptive details, and well-structured event sequences.

SPREAKING AND LISTENING

- 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.

LANGUAGE

- L.6.1 Demonstrate command of the conventions of standard English grammar and usage when writing or speaking.
- L.6.4a 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.
- L.6.4c 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.
- L.6.5a Interpret figures of speech (e.g., personification) in context.

Unit 4, Week 2: The Problem with Bullies

ECOS

READING INFORMATIONAL

- RI.6.1 Cite textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text.
- 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.
- 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.

WRITING

- W.6.2 Write informative/explanatory texts to examine a topic and convey ideas and concepts and information through the selection, organization, and analysis of relevant content.

Unit 4: Writer's Craft

Unit 4, Week 2:

The Problem with Bullies

ECOS

SPREAKING AND LISTENING

- 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 4, Week 3:

The Jacket

ECOS

READING INFORMATIONAL

- 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.
- RI.6.4 Determine the meaning of words and phrases as they are used in a text, including figurative, connotative, and technical meanings.

WRITING

- 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.

SPREAKING AND LISTENING

- 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.

LANGUAGE

- L.6.2 Demonstrate command of the conventions of Standard English capitalization, punctuation, and spelling when writing.
- L.6.4b Use common, grade-appropriate Greek or Latin affixes and roots as clues to the meaning of a word (e.g., audience, auditory, audible).

Writing Workshop:

Literary Analysis

ECOS

WRITING

- W.6.2a **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.**
- W.6.2b **Develop the topic with relevant facts, definitions, concrete details, quotations, or other information and examples.**
- W.6.2d **Use precise language and domain-specific vocabulary to inform about or explain the topic.**
- W.6.2e **Establish and maintain a formal style.**
- W.6.2f **Provide a concluding statement or section that follows from the information or explanation presented.**
- 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).**
- 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).**
- W.6.9a **Research to Build and Present Knowledge: 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”).**

Updated July 2014

Unit 4: Writer's Craft

Writing Workshop: Literary Analysis

ECOS

WRITING

- 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.

SPEAKING AND LISTENING

- 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.

LANGUAGE

- L.6.1** Demonstrate command of the conventions of standard English grammar and usage when writing or speaking.
- L.6.2** Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.
- L.6.3b** Use common, grade-appropriate Greek or Latin affixes and roots as clues to the meaning of a word (e.g., audience, auditory, audible).

Speaking and Listening Workshop: Giving an Oral Response to Literature

ECOS

SPEAKING AND LISTENING

- 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.
- 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 on page 53 for specific expectations).

Unit 5: Word Pictures

Text Analysis Workshop: Reading Poetry

ECOS

READING LITERATURE

- 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.
- 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.

SPEAKING AND LISTENING

- 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 5, Week 1: Sea-Fever

ECOS

The Village Blacksmith

READING LITERATURE

- 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.

WRITING

- W.6.7 Conduct short research projects to answer a question, drawing on several sources and refocusing the inquiry when appropriate.

SPEAKING AND LISTENING

- 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.

LANGUAGE

- L.6.4b Use common, grade-appropriate Greek or Latin affixes and roots as clues to the meaning of a word (e.g., audience, auditory, audible).
- 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 5, Week 2: Message from a Caterpillar

Fog

ECOS

Two Haiku

READING LITERATURE

- 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.

SPEAKING AND LISTENING

- 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 5: Word Pictures

Unit 5, Week 3: I'm Nobody! Who are You?

Is the Moon Tired?

ECOS

Moses

READING LITERATURE

- RL.6.1 Cite textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text.
- 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.
- RL.6.6 Explain how an author develops the point of view of the narrator or speaker in a text.

SPEAKING AND LISTENING

- 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.

LANGUAGE

- L.6.4b Use common, grade-appropriate Greek or Latin affixes and roots as clues to the meaning of a word (e.g., audience, auditory, audible).
- 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.

Writing Workshop: Online Feature Article

ECOS

WRITING

- W.6.2a 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.
- W.6.2b Develop the topic with relevant facts, definitions, concrete details, quotations, or other information and examples.
- W.6.2d Use precise language and domain-specific vocabulary to inform about or explain the topic.
- W.6.2e Establish and maintain a formal style.
- W.6.2f Provide a concluding statement or section that follows from the information or explanation presented.
- 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).
- 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).
- 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: Word Pictures

**Writing Workshop:
Online Feature Article**

ECOS

SPEAKING AND LISTENING

SL.6.1c Pose and respond to specific questions with elaboration and detail by making comments that contribute to the topic, text, or issue under discussion.

LANGUAGE

L.6.1c Recognize and correct inappropriate shifts in pronoun number and person.*

L.6.1d Recognize and correct vague pronouns (i.e., ones with unclear or ambiguous antecedents).*

L.6.2a Use punctuation (commas, parentheses, dashes) to set off nonrestrictive/parenthetical elements.*

**Technology Workshop:
Updating an Online Feature Article**

ECOS

WRITING

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.

SPEAKING AND LISTENING

SL.6.1d Review the key ideas expressed and demonstrate understanding of multiple perspectives through reflection and paraphrasing.

SL.6.5 Include multimedia components (e.g., graphics, images, music, sound) and visual displays in presentations to clarify information.

Unit 6: Timeless Tales

Text Analysis Workshop: Myths, Legends, and Tales

ECOS

READING LITERATURE

- RL.6.1 Cite textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text.
- 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.

SPEAKING AND LISTENING

- 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 6, Week 1:

Apollo's Tree: The Story of Daphne and Apollo

ECOS

Arachne

READING LITERATURE

- 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.
- 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.

WRITING

- W.6.3 Write narratives to develop real or imagined experiences or events using effective technique, relevant descriptive details, and well-structured event sequences.

SPEAKING AND LISTENING

- 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.

LANGUAGE

- L.6.3a Vary sentence patterns for meaning, reader/listener interest, and style.*
- 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.
- L.6.4b Use common, grade-appropriate Greek or Latin affixes and roots as clues to the meaning of a word (e.g., audience, auditory, audible).
- 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 6, Week 2:

Spider Webs

ECOS

READING INFORMATIONAL

- RI.6.1 Cite textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text.
- 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).
- 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 6: Timeless Tales

Unit 6, Week 2: Spider Webs

ECOS

WRITING

- 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 6, Week 3: The Chenoo

ECOS

READING LITERATURE

- RL.6.1 Cite textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text.

READING INFORMATIONAL

- 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.

SPEAKING AND LISTENING

- 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.

LANGUAGE

- 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.
- L.6.4c 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.
- 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.

Writing Workshop: "How-To" Explanation

ECOS

WRITING

- W.6.2a **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.**
- W.6.2b **Develop the topic with relevant facts, definitions, concrete details, quotations, or other information and examples.**
- W.6.2d **Use precise language and domain-specific vocabulary to inform about or explain the topic.**
- W.6.2e **Establish and maintain a formal style.**
- W.6.2f **Provide a concluding statement or section that follows from the information or explanation presented.**
- 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).**
- 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).**
- 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 6: Timeless Tales

Writing Workshop: “How-To” Explanation

ECOS

LANGUAGE

- L.6.1 Demonstrate command of the conventions of standard English grammar and usage when writing or speaking.
- L.6.2b Spell Correctly.
- L.6.3b Maintain consistency in style and tone.*

Speaking and Listening Workshop: Giving and Following Oral Instructions

ECOS

SPEAKING AND LISTENING

- 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.
- SL.6.1d Review the key ideas expressed and demonstrate understanding of multiple perspectives through reflection and paraphrasing.
- 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.
- 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.
- SL.6.5 Include multimedia components (e.g., graphics, images, music, sound) and visual displays in presentations to clarify information.

Unit 7: Life Stories

Text Analysis Workshop: Biography and Autobiography

ECOS

READING INFORMATIONAL

- RI.6.4 Determine the meaning of words and phrases as they are used in a text, including figurative, connotative, and technical meanings.
- RI.6.6 Determine an author's point of view or purpose in a text and explain how it is conveyed in the text.
- 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).

SPEAKING AND LISTENING

- 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 7, Week 1: Matthew Henson at the Top of the World

ECOS

READING INFORMATIONAL

- 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).
- RI.6.4 Determine the meaning of words and phrases as they are used in a text, including figurative, connotative, and technical meanings.

WRITING

- W.6.1 Write arguments to support claims with clear reasons and relevant evidence.
- 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.

SPEAKING AND LISTENING

- 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.

LANGUAGE

- L.6.2 Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.
- 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.
- L.6.4a 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.
- L.6.4b Use common, grade-appropriate Greek or Latin affixes and roots as clues to the meaning of a word (e.g., audience, auditory, audible).
- 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 7: Life Stories

Unit 7, Week 2: Over the Top of the World

ECOS

Up and Over the Top

READING INFORMATIONAL

- RI.6.1 Cite textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text.
- 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).
- RI.6.6 Determine an author's point of view or purpose in a text and explain how it is conveyed in the text.

WRITING

- 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.

SPEAKING AND LISTENING

- 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 7, Week 3: *from The Story of My Life*

ECOS

READING INFORMATIONAL

- RI.6.4 Determine the meaning of words and phrases as they are used in a text, including figurative, connotative, and technical meanings.
- RI.6.6 Determine an author's point of view or purpose in a text and explain how it is conveyed in the text.

SPEAKING AND LISTENING

- 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.

LANGUAGE

- L.6.5b Distinguish among the connotations (associations) of words with similar denotations (definitions) (e.g., stingy, scrimping, economical, un wasteful, thrifty).
- 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 7, Week 4: American Sign Language

ECOS

READING INFORMATIONAL

- RI.6.5 Analyze how a particular sentence, paragraph, chapter, or selection fits into the overall structure of a text and contributes to the development of the ideas.
- 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).

WRITING

- 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 7: Life Stories

Unit 7, Week 4:

American Sign Language

ECOS

SPEAKING AND LISTENING

- 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.

Media Study:

from Houdini: The Great Escape

ECOS

READING INFORMATIONAL

- RI.6.4 Determine the meaning of words and phrases as they are used in a text, including figurative, connotative, and technical meanings.
- 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.
- 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).

SPEAKING AND LISTENING

- 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.

Writing Workshop:

Personal Narrative

ECOS

WRITING

- W.6.3a 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.
- W.6.3b Use narrative techniques, such as dialogue, pacing, and description, to develop experiences, events, and/or characters.
- W.6.3c Use a variety of transition words, phrases, and clauses to convey sequence and signal shifts from one time frame or setting to another.
- W.6.3d Use precise words and phrases, relevant descriptive details, and sensory language to convey experiences and events.
- W.6.3e Provide a conclusion that follows from the narrated experiences or events.
- 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).
- 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).
- W.6.10 Draw evidence from literary or informational texts to support analysis, reflection, and research.

Unit 7: Life Stories

Writing Workshop: Personal Narrative

ECOS

SPEAKING AND LISTENING

- 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.

LANGUAGE

- L.6.1e Recognize variations from standard English in their own and others' writing and speaking, and identify and use strategies to improve expression in conventional language.*
- L.6.2 Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.
- L.6.3a 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.

Technology Workshop: Producing a Documentary

ECOS

READING LITERATURE

- 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.

WRITING

- 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.

SPEAKING AND LISTENING

- SL.6.5 Include multimedia components (e.g., graphics, images, music, sound) and visual displays in presentations to clarify information.

Unit 8: Know the Facts

Text Analysis Workshop: Reading for Information

ECOS

READING INFORMATIONAL

- 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.
- 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.
- 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.

SPEAKING AND LISTENING

- 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 8, Week 1: SuperCroc

ECOS

READING INFORMATIONAL

- 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.
- 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.

WRITING

- 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.

SPEAKING AND LISTENING

- 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.

LANGUAGE

- L.6.2 Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.
- 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.
- L.6.4a 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.
- L.6.4b Use common, grade-appropriate Greek or Latin affixes and roots as clues to the meaning of a word (e.g., audience, auditory, audible).
- 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: Know the Facts

Unit 8, Week 2:

The First Emperor *from* The Tomb Robbers

ECOS

Digging Up the Past: Discovery and Excavation of Shi Huangdi's Tomb

READING INFORMATIONAL

- 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.
- 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.

WRITING

- 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.
- 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).
- 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.

SPEAKING AND LISTENING

- 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.

LANGUAGE

- L.6.2 Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.
- 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.
- L.6.4b Use common, grade-appropriate Greek or Latin affixes and roots as clues to the meaning of a word (e.g., audience, auditory, audible).

Text Analysis Workshop: Argument and Persuasion

ECOS

READING INFORMATIONAL

- 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.
- 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.

SPEAKING AND LISTENING

- 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 8: Know the Facts

Unit 8, Week 3: Start the Day Right!

ECOS

READING INFORMATIONAL

- RI.6.4 Determine the meaning of words and phrases as they are used in a text, including figurative, connotative, and technical meanings.
- RI.6.6 Determine the author's point of view or purpose in a text and explain how it is conveyed in the text.
- 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.

SPEAKING AND LISTENING

- 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 8, Week 4: Shine-n-Grow: Hair Repair That Really Works!

ECOS

READING INFORMATIONAL

- RI.6.6 Determine the author's point of view or purpose in a text and explain how it is conveyed in the text.
- 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, Week 5: Brain Breeze

ECOS

READING INFORMATIONAL

- RI.6.4 Determine the meaning of words and phrases as they are used in a text, including figurative, connotative, and technical meanings.
- RI.6.6 Determine the author's point of view or purpose in a text and explain how it is conveyed in the text.
- 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.

WRITING

- 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.
- 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.

SPEAKING AND LISTENING

- 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.

Media Study: Persuasive Techniques in Commercials

ECOS

READING INFORMATIONAL

- 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 8: Know the Facts

Media Study: Persuasive Techniques in Commercials

ECOS

SPEAKING AND LISTENING

- 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.
- SL.6.5 Include multimedia components (e.g., graphics, images, music, sounds) and visual displays in presentations to clarify information.

Writing Workshop: Persuasive Essay

WRITING

- W.6.1a Introduce claim(s) and organize the reasons and evidence clearly.
- W.6.1b Support claim(s) with clear reasons and relevant evidence, using credible sources and demonstrating an understanding of the topic or text.
- W.6.1c Use words, phrases, and clauses to clarify the relationship among claim(s) and reasons.
- W.6.1d Establish and maintain a formal style.
- W.6.1e Provide a concluding statement or section that follows from and supports the argument presented.
- 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).
- 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, focusing on how well purpose and audience have been addressed. (Editing for conventions should demonstrate command of Language standards 1-3 up to and including grade 6).
- 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.

SPEAKING AND LISTENING

- 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.

LANGUAGE

- L.6.2 Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.
- L.6.2b Spell correctly.
- L.6.3 Use knowledge of language and its conventions when writing, speaking, reading, or listening.
- L.6.3b Maintain consistency in style and tone.*

Unit 8: Know the Facts

Speaking and Listening Workshop: Giving a Persuasive Speech

SPEAKING AND LISTENING

- 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.
- 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 9: The Power of Research

Research Strategies Workshop:

WRITING

- W.6.6 Use technology, including the internet, to produce and publish writing as well as interact and collaborate with others; demonstrate sufficient command of keyboarding skills to type a minimum of three pages in a single sitting.
- W.6.7 Conduct a short research projects to answer a question, drawing on several sources and refocusing the inquiry when appropriate.
- 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.

SPEAKING AND LISTENING

- 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.

**Writing Workshop:
Research Paper**

ECOS

WRITING

- W.6.2a Introduce a topic; organize ideas, concepts, and information, using strategies such as definition, classification, comparison/contrast, and cause/effect; including formatting, (e.g., headings), graphics (e.g., charts, tables), and multimedia when useful to aiding comprehension.
- W.6.2b Develop the topic with relevant facts, definitions, concrete details, quotations, or other information and examples.
- W.6.2c Use appropriate transitions to clarify the relationships among ideas and concepts.
- W.6.2d Use precise language and domain-specific vocabulary to inform about or explain the topic.
- W.6.2e Establish and maintain a formal style.
- W.6.2f Provide a concluding statement or section that follows from and supports the information or explanation presented.
- 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).
- 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, focusing on how well purpose and audience have been addressed. (Editing for conventions should demonstrate
- W.6.7 Conduct a short research projects to answer a question, drawing on several sources and refocusing the inquiry when appropriate.
- 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.
- W.6.9b 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).

Unit 9: The Power of Research

**Writing Workshop:
Research Paper**

ECOS

SPEAKING AND LISTENING

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.

LANGUAGE

L.6.2 Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.

L.6.3a Vary sentence patters for meaning, reader/listener interest, and style.*

L.6.3b Maintain consistency in style and tone.*

**Technology Workshop:
Producing a Power Presentation**

ECOS

WRITING

W.6.6 Use technology, including the internet, to produce and publish writing as well as interact and collaborate with others; demonstrate sufficient command of keyboarding skills to type a minimum of three pages in a single sitting.

SPEAKING AND LISTENING

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.

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.

SL.6.5 Include multimedia components (e.g., graphics, images, music, sounds) and visual displays in presentations to clarify information.

Appendix B - Proposed Curriculum Outlines

	PrepNet Priority Standards	North Carolina State Standards
Analyze, summarize, and interpret data	<p>1.2.1a: Compute mean, median, mode, quartiles, and range.</p> <p>1.2.1b: Choose and explain the appropriate measure of central tendency (mean, median, mode) to represent a given set of data.</p> <p>1.2.2: Interpret data represented in a histogram.</p> <p>1.2.3: Statistically calculate if there is an outlier given a partially filled table of steps.</p> <p>1.2.4: Identify misleading aspects of graphs or data displays (circle, line, bar).</p> <p>1.2.5: Estimate by hand the line of best fit of a scatter plot to analyze residuals.</p> <p>1.2.6: Interpret the correlation coefficient and describe the relationship between data.</p> <p>1.3.1: Create and interpret a box plot.</p> <p>1.3.2: Create a histogram from a set of data.</p> <p>1.3.3: Explain the effects on the measures of central tendency when an outlier is added to or removed from data.</p> <p>1.3.4: Given two graphical representations (bar, circle, line) of a set of data (one accurate, one misleading), correct the error in the misleading graph. (Ex: Given accurate bar graph and misleading circle graph, make a correct circle graph using the data from the bar graph)</p> <p>1.3.5: Given linear or exponential data, use technology to find the regression line for discovering information about the data.</p> <p>1.3.6: Distinguish between correlation and causation given a graph and correlation coefficient in real-world situations.</p>	<p>NC.M1.S-ID.1: Use technology to represent data with plots on the real number line (histograms, and box plots).</p> <p>NC.M1.S-ID.2: Use statistics appropriate to the shape of the data distribution to compare center (median, mean) and spread (interquartile range, standard deviation) of two or more different data sets. Interpret differences in shape, center, and spread, in the context of the data sets.</p> <p>NC.M1.S-ID.3: Examine the effects of extreme points (outliers) on shape, center, and/or spread.</p> <p>NC.M1.S-ID.6: Represent data on two quantitative variables on a scatter plot, and describe how the variables are related.</p> <p>NC.M1.S-ID.6a: a. Fit a least squares regression line to linear data using technology. Use the fitted function of solve problems.</p> <p>NC.M1.S-ID.6b: b. Assess the fit of al linear function by analyzing residuals.</p> <p>NC.M1.S-ID.6c: c. fit a function to exponential data using technology. Use the fitted function to solve problems.</p> <p>NC.M1.S-ID.7: Interpret in context the rate of change and the intercept of a linear model. Use the linear model to interpolate and extrapolate predicted values. Assess the validity of a predicted value.</p> <p>NC.M1.S-ID.8: Analyze patterns and describe relationships between two variables in context. Using technology, determine the correlation coefficient of bivariate data and interpret it as a measure of the strength and direction of a linear relationship. Use a scatter plot, correlation coefficient, and a residual plot to determine the appropriateness of using a linear function to model a relationship between two variables.</p> <p>NC.M1.S-ID.9: Distinguish between association and causation.</p>
Create and solve linear equations, inequalities, and literal equations.	<p>2.2.1: Solve a two- or three-step equation (two-step, variables on both sides, distribution).</p> <p>2.2.2: Identify the correct equation given a scenario.</p> <p>2.2.3: Identify the correct literal equation given a scenario.</p> <p>2.2.4: Solve and graph linear inequality in one variable (two-step and both sides).</p> <p>2.2.5: Identify the correct inequality given a scenario.</p>	<p>NC.M1.A-CED.3: Create systems of linear equations and inequalities to model situations in context.</p> <p>NC.M1.A-CED.1: Create equations and inequalities in one variable that represent linear, exponential, and quadratic relationships and use them to solve problems.</p> <p>NC.M1.F-LE.1: Identify situations that can be modeled with linear and exponential functions and justify the most appropriate model for a situation based on the rate of change over equal intervals.</p> <p>NC.M1.A-SSE.1: Interpret expressions that represent a quantity in terms of its context.</p>

Appendix B - Proposed Curriculum Outlines

	PrepNet Priority Standards	North Carolina State Standards
	<p>2.3.1: Solve a multi-step (variables on both sides, distribution, combine like terms) linear equation in one variable.</p> <p>2.3.2: Create and solve an equation based upon a real world scenario.</p> <p>2.3.3: Solve a literal equation for specified variable (can be made up).</p> <p>2.3.4: Solve and graph a multi-step linear inequality in one variable (variables on both sides, distribution, combine like terms).</p> <p>2.3.5: Create and solve an inequality based upon a real world scenario.</p>	<p>NC.M1.A-SSE.1a: a. Identify and interpret parts of a linear, exponential, or quadratic expression, including terms, factors, coefficients and exponents.</p> <p>NC.M1.A-SSE.1b: b. Interpret a linear, exponential, or quadratic expression made of multiple parts as a combination of entities to give meaning to an expression.</p> <p>NC.M1.A-REI.1: Justify a chosen solution method and each step of the solving process for linear and quadratic equations using mathematical reasoning.</p> <p>NC.M1.A-REI.3: Solve linear equations and inequalities in one variable.</p>
Graph and interpret linear equations.	<p>3.2.1: Calculate slope given two points.</p> <p>3.2.2: Given slope and a point, calculate the y-intercept.</p> <p>3.2.3: Graph a continuous linear equation in slope-intercept form.</p> <p>3.2.4: Given a linear function, create one linear function that is parallel and one that is perpendicular to the original.</p> <p>3.2.5a: Identify the slope, intercepts, whether the graph is increasing/decreasing from a graph.</p> <p>3.2.5b: Identify the slope, intercepts, whether the graph is increasing/decreasing from an equation.</p> <p>3.2.6: Find the midpoint or endpoint when given two points on a coordinate graph,</p> <p>3.3.1: Given two linear representations, determine their slopes to make interpretations on their rate of change.</p> <p>3.3.2: Create a linear equation based on a context given two points.</p> <p>3.3.3: Graph a linear equation based on a real-world context (including discrete and continuous). Explain why it is continuous or discrete.</p> <p>3.3.4: Given two equations in different forms, identify if they are parallel, perpendicular, coinciding or none of the above.</p> <p>3.3.5: Interpret a graph of a linear equation based on a context. (independent/dependent variable units and meaning, rate of change units and meaning, y-intercept units and meaning).</p> <p>3.3.6: Given a line segment on a coordinate graph, use the slope and midpoint to find a perpendicular line which cuts the segment in half.</p>	<p>NC.M1.A-CED.2: Create and graph equations in two variables to represent linear, exponential, and quadratic relationships between quantities.</p> <p>NC.M1.A-CED.3: Create systems of linear equations and inequalities to model situations in context.</p> <p>NC.M1.A-CED.4: Solve for a quantity of interest in formulas used in science and mathematics using the same reasoning as in solving equations.</p> <p>NC.M1.F-LE.1: Identify situations that can be modeled with linear and exponential functions and justify the most appropriate model for a situation based on the rate of change over equal intervals.</p> <p>NC.M1.F-LE.5: Interpret the parameters a and b in a linear function $f(x) = ax + b$ or an exponential function $g(x) = ab^x$ in terms of a context.</p> <p>NC.M1.F-IF.6: Calculate and interpret the average rate of change over a specified interval for a function presented numerically, graphically, and/or symbolically.</p> <p>NC.M1.G-GPE.5: Use coordinates to prove the slope criteria for parallel and perpendicular lines and use them to solve problems.</p> <ul style="list-style-type: none"> • Determine if two lines are parallel, perpendicular, or neither. • Find the equation of a line parallel or perpendicular to a given line that passes through a given point. <p>NC.M1.G-GPE.6: Use coordinates to find the midpoint or endpoint of a line segment.</p>

Appendix B - Proposed Curriculum Outlines

	PrepNet Priority Standards	North Carolina State Standards
Solve and interpret systems of equations and systems of inequalities.	4.2.1: Solve a system of linear equations where one of the equations equals a constant. 4.2.2: Determine which system of equations is set up properly. (IE: multiple choice of some in slope-intercept form and some in standard form). 4.2.3: Create a graph based on a given inequality. 4.2.4: Solve a system of equations by graphing (include parallel and infinite).	NC.M1.A-REI.5: Explain why replacing one equation in a system of linear equations by the sum of that equation and a multiple of the other produces a system with the same solutions. NC.M1.A-REI.6: Use tables, graphs, or algebraic methods (substitution and elimination) to find approximate or exact solutions to systems of linear equations and interpret solution in terms of a context. NC.M1.A-REI.10: Understand that the graph of a two variable equation represent the set of all solutions to the equation.
	4.3.1: Choose and use an appropriate method to solve a system of linear equations. 4.3.2: Write and solve a standard form system of equations within a real-world situation. 4.3.3: Graph a system of inequalities and identify different points to check and explain solutions. 4.3.4: Given a real world system, graph and interpret its' solution (include parallel and perpendicular).	NC.M1.A-REI.11: Build an understanding of why the x-coordinates of the points where the graphs of two linear, exponential, and/or quadratic equations $y = f(x)$ and $y = g(x)$ intersect are the solutions of the equation $f(x) = g(x)$ and approximate solutions using graphing technology or successive approximations with a table of values. NC.M1.A-REI.12: Represent the solutions of a linear inequality or a system of linear inequalities graphically as a region of the plane. NC.M1.G-GPE.5: Use coordinates to prove the slope criteria for parallel and perpendicular lines and use them to solve problems. <ul style="list-style-type: none"> • Determine if two lines are parallel, perpendicular, or neither. • Find the equation of a line parallel or perpendicular to a given line that passes through a given point.

Appendix B - Proposed Curriculum Outlines

	PrepNet Priority Standards	North Carolina State Standards
Apply arithmetic operations to simplify polynomials.	5.2.1: Identify key characteristics in a polynomial expression (degree, leading coefficient, number of terms, written in standard form). 5.2.2: Simplify a polynomial expression (addition, subtraction, and binomial multiplication). 5.2.3: Simplify one-step exponent rules (product, quotient, power, zero). 5.2.4: Determine the Greatest Common Factor between two terms. 5.2.5: Convert between scientific notation and standard form.	NC.M1.A-APR.1: Build an understanding that operations with polynomials are comparable to operations with integers by adding and subtracting quadratic expressions and by adding, subtracting, and multiplying linear expressions. NC.M1.N-RN.2: Rewrite algebraic expressions with integer exponents using the properties of exponents. NC.M1.A-APR.3: Understand the relationships among the factors of quadratic expression, the solutions of a quadratic equation, and the zeros of a quadratic function. NC.M1.A-SSE.1: Interpret expressions that represent a quantity in terms of its context. NC.M1.A-SSE.1a: a. Identify and interpret parts of a linear, exponential, or quadratic expression, including terms, factors, coefficients and exponents. NC.M1.A-SSE.1b: b. Interpret a linear, exponential, or quadratic expression made of multiple parts as a combination of entities to give meaning to an expression. NC.M1.A-SSE.3: Write an equivalent form of a quadratic expression $ax^2 + bx + c$, where a is an integer, by factoring to reveal the solutions of the equation or the zeros of the function the expression defines. NC.M1.A-REI.4: Solve for the real solutions of quadratic equations in one variable by taking square roots and factoring. NC.M1.G-GPE.4: Use coordinates to solve geometric problems involving polygons algebraically <ul style="list-style-type: none"> • Use coordinates to compute perimeters of polygons and areas of triangles and rectangles. • Use coordinates to verify algebraically that a given set of points produces a particular type of triangle or quadrilateral.
	5.3.1: Given a polynomial, interpret information based on its characteristics (end behavior, # of potential zeros, # of maxs and mins, directionality, y-intercept). 5.3.2: Find the area and perimeter of a shape when given polynomial side lengths (2 x 3 polynomials or higher). 5.3.3: Simplify expressions using properties of exponents. 5.3.4: Apply a GCF to factor a quadratic trinomial. 5.3.5: Multiply or divide two terms in scientific notation based on real-world context (convert one of your terms from decimal to scientific notation first).	

Appendix B - Proposed Curriculum Outlines

	PrepNet Priority Standards	North Carolina State Standards
Graph, interpret, create, justify, and solve quadratic functions.	<p>6.2.1: Given a graph, identify the type of function, x-intercepts, y-intercepts, vertex, directionality, and line of symmetry.</p> <p>6.2.2: Graph a quadratic in vertex form using a table.</p> <p>6.2.3: Solve a quadratic equation to identify the roots (using square roots, factoring, not set equal to 0).</p> <p>6.2.4: Identify key characteristics of a real-world quadratic graph (max/min, x-intercept, y-intercept).</p> <p>6.2.5: Given the discriminant formula, identify the number of solutions for a quadratic.</p>	<p>NC.M1.A-APR.3: Understand the relationships among the factors of quadratic expression, the solutions of a quadratic equation, and the zeros of a quadratic function.</p> <p>NC.M1.A-CED.1: Create equations and inequalities in one variable that represent linear, exponential, and quadratic relationships and use them to solve problems.</p> <p>NC.M1.A-CED.2: Create and graph equations in two variables to represent linear, exponential, and quadratic relationships between quantities.</p>
	<p>6.3.1: Given an equation, identify the type of function, x-intercepts, y-intercept, vertex, directionality, max/min, and line of symmetry.</p> <p>6.3.2: Graph a quadratic using a table and the line of symmetry formula.</p> <p>6.3.3: Solve for the zeros of a quadratic when a is not 1.</p> <p>6.3.4: Solve for the zeros by applying quadratic formula to real world situations.</p> <p>6.3.5: Use the discriminant to complete a partial quadratic that satisfies a given number of solutions (Given $5x^2 + bx + 10$, find all values of b which would make this quadratic have 1 solution).</p>	<p>NC.M1.A-REI.1: Justify a chosen solution method and each step of the solving process for linear and quadratic equations using mathematical reasoning.</p> <p>NC.M1.A-REI.4: Solve for the real solutions of quadratic equations in one variable by taking square roots and factoring.</p> <p>NC.M1.A-SSE.1: Interpret expressions that represent a quantity in terms of its context.</p> <p>NC.M1.A-SSE.1a: a. Identify and interpret parts of a linear, exponential, or quadratic expression, including terms, factors, coefficients and exponents.</p> <p>NC.M1.A-SSE.1b: b. Interpret a linear, exponential, or quadratic expression made of multiple parts as a combination of entities to give meaning to an expression.</p> <p>NC.M1.A-SSE.3: Write an equivalent form of a quadratic expression $ax^2 + bx + c$, where a is an integer, by factoring to reveal the solutions of the equation or the zeros of the function the expression defines.</p>

Appendix B - Proposed Curriculum Outlines

	PrepNet Priority Standards	North Carolina State Standards
<p>Compare function families represented in different forms.</p>	<p>7.2.1: Given a graph, determine the function family it represents (linear, quadratic, exponential, non-functions, radical, rational, absolute value).</p> <p>7.2.2: Identify the common difference or ratio in a sequence.</p> <p>7.2.3: Evaluate an equation represented in function notation for a given x-value.</p> <p>7.2.4: Identify the domain and range from a set of data of points.</p> <p>7.2.5: Describe in words the two transformations that happened when given the parent function.</p> <hr/> <p>7.3.1: Given a table of values, determine the function family it represents (linear, quadratic, exponential, non-function).</p> <p>7.3.2: Write an equation to represent a given arithmetic or geometric sequence.</p> <p>7.3.3: Evaluate composite function notation expressions $(2f(x))$, $g(f(x))$, $(f+g)(x)$, $(fg)(x)$.</p> <p>7.3.4: Determine the domain and range of a function or relation from a graph.</p> <p>7.3.5: Write a new function given a transformation and interpret its meaning.</p>	<p>NC.M1.F-IF.1: Build an understanding that a function from one set (called the domain) to another set (called the range) assigns to each element of the domain exactly one element of the range by recognizing that:</p> <ul style="list-style-type: none"> If f is a function and x is an element of its domain, then $f(x)$ denotes the output of f corresponding to the input x. The graph of f is the graph of the equation $y = f(x)$. <p>NC.M1.F-IF.2: Use function notation to evaluate linear, quadratic, and exponential functions for inputs in their domains, and interpret statements that use function notation in terms of a context.</p> <p>NC.M1.F-IF.3: Recognize that recursively and explicitly defined sequences are functions whose domain is a subset of the integers, the terms of an arithmetic sequence are a subset of the range of a linear function, and the terms of a geometric sequence are a subset of the range of an exponential function.</p> <p>NC.M1.F-IF.4: Interpret key features of graphs, tables, and verbal descriptions in context to describe functions that arise in applications relating two quantities, including: intercepts; intervals where the function is increasing, decreasing, positive, or negative; and maximums and minimums.</p> <p>NC.M1.F-IF.5: Interpret a function in terms of the context by relating its domain and range to its graph and where applicable, to the quantitative relationship it describes.</p> <p>NC.M1.F-IF.7: Analyze linear, exponential, and quadratic functions by generating different representations, by hand in simple cases and using technology for more complicated cases, to show key features, including: domain and range; rate of change; intercepts; intervals where the function is increasing, decreasing, positive, or negative; maximums and minimums; and end behavior.</p> <p>NC.M1.F-IF.8: Use equivalent expressions to reveal and explain different properties of a function.</p> <p>NC.M1.F-IF.8a: a. Rewrite a quadratic function to reveal and explain different key features of the function</p> <p>NC.M1.F-IF.8b: b. Interpret and explain growth and decay rates for an exponential function</p> <p>NC.M1.F-IF.9: Compare key features of two functions (linear, quadratic, or exponential) each with a different representation (symbolically, graphically, numerically in tables, or by verbal descriptions).</p> <p>NC.M1.F.BF.1: Write a function that describes a relationship between two quantities.</p> <p>NC.M1.F.BF.1a: a. Build linear and exponential functions, including arithmetic and geometric sequences, given a graph, a description of a relationship, or two ordered pairs (include reading these from a table).</p> <p>NC.M1.F.BF.1b: b. Build a function that models a relationship between two quantities by combining linear, exponential, or quadratic functions with addition and subtraction or two linear functions with multiplication.</p> <p>NC.M1.F.BF.2: Translate between explicit and recursive forms of arithmetic and geometric sequences and use both to model situations.</p> <p>NC.M1.F-LE.1: Identify situations that can be modeled with linear and exponential functions, and justify the most appropriate model for a situation based on the rate of change over equal intervals.</p> <p>NC.M1.F-LE.3: Compare the end behavior of linear, exponential, and quadratic functions using graphs and tables to show that a quantity increasing exponentially eventually exceeds a quantity increasing linearly or quadratically.</p>

North Wake Preparatory Academy Core Academic Program and Electives (Draft)

Subject Area	9 th Grade	10 th Grade	11 th Grade	12 th Grade
Science	Biology Honors Biology	Chemistry AP Biology AP Physics 1*	Human Anatomy AP Biology AP Chemistry* AP Physics 1* AP Environmental*	Human Anatomy AP Biology AP Chemistry* AP Physics 1* AP Environmental*
Math	Algebra 1 Geometry Algebra 2	Geometry Algebra 2 Pre-Calculus	Algebra 2 Pre-Calculus AP Calculus AB	Pre-Calculus AP Calculus AB AP Statistics* Personal Finance*
World Language	Spanish 1 Spanish 2 French 1 Latin 1*	Spanish 2 Spanish 3 French 2 Latin 2*	Spanish 3 AP Spanish Language* French 3 Latin 3*	AP Spanish Language* AP Spanish Literature* AP French* AP Latin*
English	English 9	English 10	English 11 AP Language	English 12 AP Literature
History	World History AP World History	Government AP Government	US History AP US History	World Geography AP European History*
Visual Arts	Foundational Art	2D/3D Art Digital Media	2D/3D Art Digital Media AP Studio Art*	2D/3D Art Digital Media AP Studio Art*
Performing Arts	Band Choir Orchestra*	Band Choir Orchestra*	Band Choir Orchestra* AP Music Theory*	Band Choir Orchestra* AP Music Theory*
Physical Education/ Health	PE/Health	PE/Health Advanced PE	PE/Health Advanced PE*	PE/Health Advanced PE*
Other Electives*			AP Psychology* AP Macro/AP Micro*	AP Psychology* AP Macro/AP Micro* Publications*
Community Service	60 hours of Community Service			
Monday Electives*	Varies each term, driven by student interest and faculty sponsor <i>E.g. Book club, Science Olympiad, yearbook, Zumba, movie club</i>			
Athletics*	Soccer, Volleyball, Basketball, Cross Country, Track			

*Actual programs offered will be determined by student interest and faculty availability.

Appendix C – Instructional Calendar

SAMPLE North Wake Preparatory 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
31st 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		

18th Presidents Day

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

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

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						

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			

8th Staff PD

5th PT Conferences
8th-12th Spring Break
15th School Resumes

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				

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	

8th PT Conferences

21st-23rd Thanksgiving Break
26th 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

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					

20th-Jan 2nd Holiday Break

12th Last Day of School; End 4th Quarter
10th-11th Staff PD

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						

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; 2nd Staff PD; 3rd School Resumes

18th End of 2nd Quarter
21st MLK Day; 25th PT Conferences

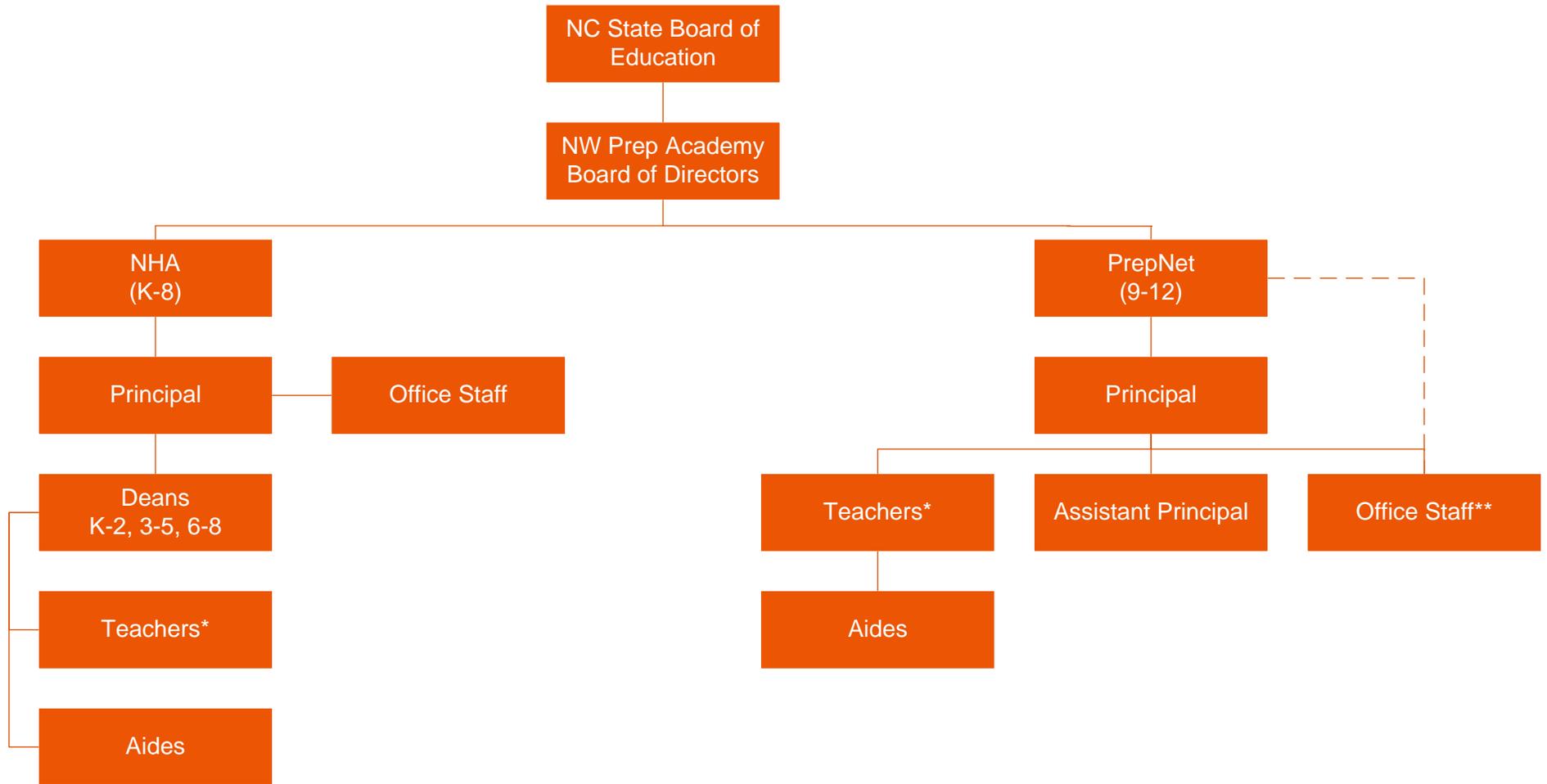
4th Independence Day

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			

- 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
183 School Days
TBD School Hours
TBD (half)

Appendix E - Organizational Chart



*Teachers will be jointly employed by our Board and NHA (K-8)/PrepNet (9-12). Other staff will be employed by NHA and PrepNet.
 ** Our 9-12 office staff will report to our principal, but also receive assistance and oversight from PrepNet’s Service Center.

**BYLAWS
OF
NORTH WAKE PREPARATORY ACADEMY**

ARTICLE 1 — NAME

The name of the corporation shall be North Wake Preparatory Academy. (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-218 *et seq.*;

(B) To provide a K-12 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 1035 Lake Royale, Louisburg, North Carolina 27549.

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 five (5) 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.

3. Terms. The initial Directors shall be divided into two (2) classes, as nearly equal in number as possible, to serve in the first instance for terms of one (1) and two (2) years, respectively, and until their successors shall be elected and shall qualify. Thereafter, the successors in each class of Directors shall be elected to serve for terms of four (4) 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 classified such that all classes of Directors remain or become equal in number, or as nearly equal in number as possible. 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. A Director shall also be at least 21 years of age, be a resident of the State of North Carolina, and hold at least a high school diploma or its equivalent.

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 . 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 May 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 and (ii) give public notice of regular, special, and emergency meetings pursuant to N.C. Gen. Stat. § 143-318.12.

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 a simple 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 with public funds 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-218.100 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-218.100, 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, gender, disability status, 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 North Wake Preparatory Academy were duly adopted by resolution of the Board, effective as of the 15th day of August, 2016.

IN WITNESS WHEREOF, the undersigned, being the duly elected and acting Secretary of the Corporation, has signed this Secretary's Certificate this the 2nd day of September, 2016.

Richard A. Wright, Jr.

Secretary, North Wake Preparatory Academy



Signature



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

NORTH WAKE PREPARATORY ACADEMY

the original of which was filed in this office on the 15th day of August, 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 15th day of August, 2016.

Elaine F. Marshall

Secretary of State

Certification# C201622500485-1 Reference# C201622500485-1 Page: 1 of 4
Verify this certificate online at <http://www.sosnc.gov/verification>

SOSID: 1536932
Date Filed: 8/15/2016 9:01:00 AM
Elaine F. Marshall
North Carolina Secretary of State
C2016 225 00485

**ARTICLES OF INCORPORATION
OF
NORTH WAKE PREPARATORY ACADEMY**

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 North Wake Preparatory Academy (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 Corporation’s registered office is 1035 Lake Royale Louisburg, Franklin County, North Carolina 27549. The name of the Corporation’s registered agent at that address is Hilda A. Parlér.

ARTICLE IV

The street address and county of the Corporation’s principal office is 1035 Lake Royale Louisburg, North Carolina 27549.

ARTICLE V

The name of the incorporator is Hilda A. Parlér and her address is 1035 Lake Royale Louisburg, North Carolina 27549.

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-218 *et seq.*;
- b. To operate exclusively for charitable, educational, religious, 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 with public funds 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-218.100(b) 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-218.100(b), 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.

These Articles of Incorporation are hereby signed by the incorporator on the 12th day of August, 2016.

Hilda A. Parlér

Hilda A. Parlér, Incorporator

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“**Agreement**”) by and between National Heritage Academies, Inc., a Michigan corporation (“**NHA**”), and North Wake Preparatory 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

Appendix I - Executed EMO Agreements

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.

Appendix I - Executed EMO Agreements

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, national origin, 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.

Appendix I - Executed EMO Agreements

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

Appendix I - Executed EMO Agreements

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. Governance Oversight. The Board shall provide governance level oversight of the school in accordance with the Charter and applicable law. 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.

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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.

Appendix I - Executed EMO Agreements

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.

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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

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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 aforereferenced 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.

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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

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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.

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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

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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

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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: North Wake Preparatory Academy, Inc.
Attn: Hilda Parlér – President, Board of Directors
Telephone: 919-357-4649
Facsimile:

WITH A COPY TO:

Nelson Mullins Riley & Scarborough LLP
Attn: Donna Rascoe
GlenLake One, Ste. 200
4140 Parklake Ave.
Raleigh, North Carolina 27612
Telephone: (919) 329-3843

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.

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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]

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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:

North Wake Preparatory Academy, Inc.,
a North Carolina non-profit corporation

By:  _____

Its: Board President

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“**Agreement**”) by and between PrepNet, LLC, a Michigan limited liability corporation (“**PrepNet**”), and North Wake Preparatory 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, PrepNet 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 PrepNet’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 promises 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 PrepNet 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**”). PrepNet agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the School’s obligations under the Charter issued by the Authorizer. The provisions of the School’s Charter shall supersede any competing or conflicting provisions contained in this Agreement.

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C. Independent Contractor. PrepNet 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 PrepNet. Consistent with the status of an independent contractor, PrepNet reserves to itself the right to designate the means and methods of accomplishing the objectives and purposes of this Agreement consistent with Board policy, applicable law and the Charter. PrepNet shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. 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. PrepNet, 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, and its implementing regulations, 20 U.S.C. §1232g *et seq.* (FERPA); 34 CFR § 99.31(a)(1)(i)(B).

2. PrepNet, 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 revocation, 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 PrepNet 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 PrepNet. PrepNet 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 PrepNet of such breach. For purposes of this Subsection, a material breach

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(which for the sake of clarity is a default hereunder) includes, but is not limited to: (i) PrepNet's failure to timely receive any compensation or reimbursement required by this Agreement; or (ii) a suspension, termination, 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 PrepNet 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 includes, but is not limited to: (i) PrepNet's failure to account for expenditures or pay operating costs pursuant to the Budget (as defined below); (ii) PrepNet'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 PrepNet 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, termination, 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 PrepNet 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. Effective Date of Termination. 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. Subject to any provisions contained in a lease between the Parties, the Parties shall have the right to remove from the School any equipment or other assets owned or leased by the respective Party;

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

3. PrepNet 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. PrepNet 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 PREPNET

A. Manager at Risk. PrepNet shall be responsible and accountable to the Board for providing the Services. During the Term, PrepNet shall provide the Services regardless of whether actual revenue meets the level projected in the Budget, and PrepNet hereby assumes the risk of funding shortfalls during the Term. Notwithstanding the foregoing, PrepNet 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 PrepNet'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 PrepNet shall implement and administer the Educational Program. In the event that PrepNet reasonably determines that it is necessary or advisable to make material changes to the Educational Program, PrepNet 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, PrepNet 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. PrepNet places a high value on diversity, and the School shall welcome students of all races, ethnicity, religion, gender, national origin, and economic backgrounds.

D. Services to Students with Disabilities. PrepNet welcomes students with disabilities at the School. PrepNet 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, PrepNet 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.

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3. The acquisition of instructional materials, equipment and supplies, and the administration of any and all extra-curricular and co-curricular activities and programs approved by the Board and PrepNet.

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. Food service and transportation approved by the Board and PrepNet.

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, PrepNet may provide the Services, including but not limited to, purchasing, professional development and administrative services, off-site.

G. Subcontracts. PrepNet reserves the right to subcontract any and all aspects of the Services. PrepNet 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 PrepNet 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. PrepNet shall implement pupil performance evaluations that permit evaluation of the academic progress of each School student. PrepNet shall utilize assessment strategies required by the Charter and applicable law. The Board and PrepNet shall cooperate in good faith to identify academic goals and methods to assess such academic performance. PrepNet shall provide the Board with timely reports regarding student performance.

I. Unusual Events. PrepNet 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

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

K. Facility. PrepNet shall use reasonable efforts to secure a facility to be leased or otherwise provided to the School on terms mutually agreeable to PrepNet and the Board. Obligations of the Board created under the terms of such lease are to be fulfilled by PrepNet unless otherwise agreed to in writing by PrepNet and the Board. The facility shall comply with the requirements of the Charter and applicable law. PrepNet 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. PrepNet 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. PrepNet will recommend to the Board reasonable rules, regulations, policies and/or procedures applicable to the School. The Board hereby authorizes and directs PrepNet to enforce such rules, regulations and procedures consistent with Board policy, and make such rules, regulations and procedures available to the Board upon request.

N. Assistance to the Board. PrepNet shall cooperate with the Board and, to the extent consistent with the Charter and 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 PrepNet, including but not limited to, PrepNet's recommendations regarding policies, rules, regulations and the Budget (as defined below).

B. Governance Oversight. The Board shall provide governance level oversight of the School in accordance with the Charter and applicable law. The Board shall cooperate with PrepNet and, to the extent consistent with applicable law, timely furnish PrepNet all documents and information necessary for PrepNet to properly perform its responsibilities under this Agreement.

C. Unusual Events. The Board shall timely notify PrepNet, 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 PrepNet's ability to comply with the Charter, applicable law, or this Agreement.

D. Office Space. The Board shall provide PrepNet 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 PrepNet.

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 PrepNet.

2. “**Confidential Information**” means any confidential and non-public trade, technical or business knowledge, information and materials regarding the School or PrepNet (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 PrepNet Materials (as defined below), or incorporate any Confidential Information of PrepNet (collectively, the “**School Materials**”). The School Materials shall include all intellectual property rights associated therewith.

C. PrepNet Materials. PrepNet shall own all right, title and interest in and to Educational Materials that are: (i) licensed or owned by PrepNet as of the Effective Date; (ii)

Appendix I - Executed EMO Agreements

licensed, developed, characterized, conceived, derived, generated, identified, or otherwise made by PrepNet 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 PrepNet relating to the Educational Program, including all changes and derivatives thereof (collectively, the “**PrepNet Materials**”).

D. Derivative Works. The Parties acknowledge that to the extent any Educational Materials created by the School are derivative of the PrepNet 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 PrepNet is not transferring or selling, and the School is not receiving, purchasing or acquiring, any intellectual property or proprietary rights in or to the PrepNet Materials.

F. Licenses. PrepNet hereby grants the School a non-exclusive, non-transferable license (without the right to sublicense) to use the PrepNet Materials, and any Educational Materials created by the School which are derivative of the PrepNet 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 PrepNet Materials for commercial purposes. Subject to applicable law, the School grants PrepNet 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. PrepNet Marks. During the Term, PrepNet grants the School a non-exclusive, revocable, non-transferable license (without the right to sublicense) to use PrepNet’s trade name(s) and PrepNet’s trademark(s) (the “**PrepNet Marks**”) solely for the purposes of promoting and advertising the School. PrepNet shall have the opportunity to review and approve all artwork, copy or other materials utilizing the PrepNet Marks prior to any production or distribution thereof. All uses of the PrepNet Marks require PrepNet’s prior written permission. The School shall acquire no rights in or to the PrepNet Marks, and all goodwill associated with the PrepNet Marks shall inure to the benefit of and remain with PrepNet. Upon expiration or termination of this Agreement, the School shall immediately discontinue use of the PrepNet Marks and shall remove the PrepNet 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

PrepNet 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 PrepNet, 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. Grants and donations received by the School to support or carry out programs at the School (except to the extent PrepNet 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)).

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8. Fees charged to students as permitted by law for extra services provided by PrepNet 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. PrepNet 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 PrepNet 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, PrepNet 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 PrepNet 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 carryover annually. Items purchased by PrepNet 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 PrepNet with the Fee (as defined below). PrepNet agrees not to add any fees or charges to the cost of equipment, materials or supplies purchased by PrepNet at the request of or on behalf of the School with funds from the Board Spending Account. PrepNet, 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. PrepNet shall maintain a listing of all assets owned by the School and shall provide the list to the Board annually upon request.

E. Fee. PrepNet 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. PrepNet and the Board acknowledge that operating costs includes 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. PrepNet shall be entitled to retain as compensation for the Services the difference, if any, between the Fee and the amount actually expended by PrepNet in operation and/or management of the School during the School’s fiscal year.

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

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G. Other Schools. The School acknowledges that PrepNet has entered into similar services agreements with other schools. PrepNet shall maintain separate accounts for expenses incurred in the operation of the School and other schools assisted by PrepNet, and shall reflect in the School's financial records only those expenses incurred in the operation of the School. If PrepNet incurs expenses that are for both the benefit of the School and other schools assisted by PrepNet, then PrepNet 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 PrepNet. In no event shall marketing and development costs incurred solely for the benefit of PrepNet (and not the School) be allocated to the School.

H. Financial Reporting. PrepNet 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. PrepNet shall keep accurate financial records pertaining to its operation of the School, together with all School financial records prepared by or in possession of PrepNet, and shall retain all of the aforereferenced records according to the Charter and applicable law to which such books, accounts, and records relate. PrepNet 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 PrepNet 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; Repayment.

1. PrepNet 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 PrepNet, cleaning, renovating and equipping of the School facility (the "**Start-Up Funds**").

2. PrepNet shall make contributions to the School in the event School expenses for the Services exceed Revenues (the "**Contributions**"). The Contributions, if any, shall be in amounts acceptable to the Parties and, once made, shall be included in the Budget.

3. The School shall not be legally obligated to repay PrepNet for the Start-Up Funds or the Contributions. PrepNet'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. PrepNet shall select and hire qualified personnel to perform the Services. PrepNet 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 PrepNet unless otherwise expressly agreed by PrepNet and the Board. PrepNet 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, PrepNet shall disclose to the Board the level of compensation and fringe benefits provided by PrepNet to PrepNet 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 assigned by PrepNet under this Agreement who will or may be reasonably expected to have unsupervised access to and the care, custody or control of any School student(s). PrepNet shall pay all salaries, wages, benefits, payroll and other taxes to or on account of its employees. The School shall not be liable for the payment of any such salaries, wages, benefits, payroll or taxes thereon for or on behalf of any PrepNet employee, contractor or agent. PrepNet acknowledges and agrees that it is the sole and exclusive responsibility of PrepNet to make the requisite tax filings, deductions and payments to the appropriate federal, state and local tax authorities for and on behalf of all persons employed or engaged by PrepNet to provide Services under this Agreement.

B. School Administrator. The School administrator (the "**Administrator**") shall be an employee of PrepNet and not the Board. The duties and terms of the Administrator's employment shall be determined by PrepNet. The Administrator shall work with PrepNet in the

Appendix I - Executed EMO Agreements

operation and management of the School. The Administrator shall attend meetings of the Board and shall provide reports to the Board. The accountability of PrepNet to the School is an essential foundation of this Agreement. Since the Administrator is critical to the School's success, PrepNet 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, PrepNet 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 PrepNet placing and/or removing the Administrator. PrepNet shall give due consideration to the input of the Board or the Board's designated representative prior to making a final decision regarding placement and/or removal of the Administrator. PrepNet shall remove the Administrator if the Board is reasonably dissatisfied with the Administrator's performance. Absent compelling circumstances, however, the Board shall give PrepNet 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 PrepNet. Notwithstanding any of the foregoing, the placement of the initial Administrator for the School in its first year of operation shall be made by PrepNet.

As the employer, PrepNet shall be solely responsible for the performance evaluation of the Administrator. PrepNet shall seek feedback from the Board prior to completing an annual Administrator performance evaluation.

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 PrepNet for such purposes as inclusion in the compensation and employee benefit plans of PrepNet, 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 PrepNet, work at the School on a full or part-time basis. If assigned to work at the School on a part-time basis, such teachers may also work at other schools for which PrepNet provides services under a similar agreement.

D. Support Staff. PrepNet shall, consistent with this Article, assign to perform Services at the School, qualified support staff as needed for PrepNet to operate the School in an efficient manner. The support staff may, at the discretion of PrepNet, be assigned to work at the School on a full or part time basis. If assigned to work at the School on a part time basis, the support staff may be assigned to work at other schools for which PrepNet provides services. The cost for such support staff shall be shared proportionately among the schools at which PrepNet has assigned the support staff to work. An individual assigned to work at the School that is not teaching, but for which a license is required under applicable law, shall have the appropriate license.

Appendix I - Executed EMO Agreements

E. Training. PrepNet 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 PrepNet determines reasonable and necessary under the circumstances.

F. Background Checks and Qualifications. PrepNet shall comply with applicable law regarding background checks, unprofessional conduct searches and certification/licensure, as applicable, for all persons working in the School, the costs of which shall be included in the Budget.

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 PrepNet for the Services.

H. Limitations on Discretion. All decisions made by PrepNet, and any discretion exercised by PrepNet, 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

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 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. PrepNet 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; (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. PrepNet. PrepNet 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 PrepNet, 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 PrepNet 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 PrepNet.

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.

Appendix I - Executed EMO Agreements

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 PrepNet 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:

North Wake Preparatory Academy, Inc.
Attn: Hilda Parlér – President, Board of Directors
Telephone: 919-357-4649
Facsimile:

WITH A COPY TO:

Nelson Mullins Riley & Scarborough LLP
Attn: Donna Rascoe
GlenLake One, Ste. 200
4140 Parklake Ave.
Raleigh, North Carolina 27612
Telephone: (919) 329-3843

PrepNet:

PrepNet, LLC
Attn: Chief Financial Officer
3755 36th Street SE, Suite 250
Grand Rapids, MI 49512
Telephone: (616) 726-8900
Facsimile: (616) 726-8901

WITH A COPY TO:

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

Facsimile: (616) 732-5099

E. Assignment. PrepNet 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 PrepNet 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 PrepNet 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.

L. Indebtedness. No indebtedness of any kind incurred or created by the charter school shall constitute an indebtedness of 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 subdivision. (See N.C. Gen. Stat. 115C-218 *et seq*).

[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

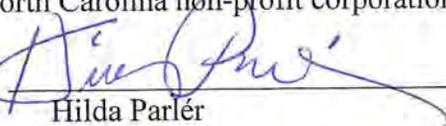
PrepNet:

PrepNet, LLC
a Michigan limited liability corporation

By:  _____
Jason Pater
Its: President

SCHOOL:

North Wake Preparatory Academy, Inc.,
a North Carolina non-profit corporation

By:  _____
Hilda Parlér
Its: Board President

Appendix J - EMO Facility Buyout Agreement

Our use of the facilities, which will be owned by NHA and PrepNet and leased to our Board, is defined in our Lease Agreements. If we choose to terminate our relationship with NHA and/or PrepNet for managing the school, our Lease Agreements state that we are entitled to remain in the building(s) for the remainder of the school year as well as for the subsequent school year. After that, we are free to purchase the building(s), negotiate a new lease agreement(s), or find another location(s). We believe our arrangement serves the school well:

1) PrepNet and NHA incur all the costs of developing the facilities and constructing them 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 and PrepNet's ownership of the buildings provide additional incentive for the organizations to ensure the high-performance of our school; if we are dissatisfied with the academic or other results, we can sever our management arrangements, move, and leave NHA and/or PrepNet holding an empty building.

A specific buyout formula for our Board to purchase the facilities does not exist. Attached are our draft lease agreements with NHA and PrepNet that provide 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

Appendix J - EMO Facility Buyout Agreement

(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

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(\$ _____) (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.

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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.

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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

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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

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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

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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.

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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.

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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.

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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 its 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,

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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.

Appendix J - EMO Facility Buyout Agreement

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]

Appendix J - EMO Facility Buyout Agreement

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

EXHIBIT "A"

LEGAL DESCRIPTION OF PREMISES

LEASE

THIS LEASE ("**Lease**") by and between PrepNet, LLC, a Michigan limited liability corporation, of 3755 36th Street SE, Suite 250, Grand Rapids, Michigan 49512 ("**Landlord**"), and _____, a North Carolina non-profit corporation, having an address of _____ ("**Tenant**") is effective the ____ day of _____ 20____, (the "**Effective Date**"). For purposes of this Lease, Landlord and Tenant shall be referred to collectively as the "**Parties**."

RECITALS

A. Landlord (defined in Section 22.5), as tenant, and School Property, LLC, as landlord (together with its successors, assigns and successors in interest, the "**Master Landlord**") are party to that certain Master Lease Agreement effective June 30, 2008, as amended (the "**Master Lease**").

B. Landlord and Master Landlord amended the Master Lease to subject the Premises thereto and Landlord has the authority under the Master Lease to sublease the Premises to Tenant.

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 the _____ of _____, _____ County, North Carolina with an address of _____ 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. 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 hereby indemnifies Tenant against all liability, judgments, damages, claims, costs and expenses, including, without limitation, reasonable attorneys' fees arising out of or relating to Landlord's breach of the covenants, representations or warranties under the Master Lease.

1.3 Services Agreement.

A. 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

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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.

B. 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, 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 2

Term.

2.1 Initial Term and Renewals. The “**Initial Term**” of this Lease shall commence on _____, 20__ and shall terminate effective _____, 20__ (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. If either party defaults under Article 13 of the Lease, the Term shall automatically end at the expiration of the then current one year Term and the Notice of Non-Renewal requirement shall be waived.

Notwithstanding the foregoing, if the Charter is suspended, revoked or terminated, or a new Charter is not issued to the Tenant upon expiration of the Charter, this Lease shall automatically be suspended or terminated, as the case may be, on the same date as the Charter is suspended, revoked, terminated or expires, without further action of the parties.

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 _____, and ____/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 (a) in capital improvements to the Premises for any of the “Approved Purposes” (defined herein), or (b) in capital improvements (other than Approved Purposes) to the Premises, up to an amount of \$250,000.00 during any July 1 to July 30 period during the Term, or (c) in acquiring additional property for the Premises for the Approved Purposes, then in any such case, Annual Rent shall be adjusted by amendment to this Lease as of the immediately following July 1 in the Term to compensate Landlord for such additional economic investment. “**Approved Purposes**” shall mean any of the following purposes: (i) to comply with “Legal Requirements” (defined in Section 22.6); (ii) to comply with Landlord’s safety and security requirements; (iii) repairs or maintenance to, or replacement of essential building components and systems; and (iv) repairs, maintenance, replacement, or improvements necessary for Landlord to comply with its obligations under the Services Agreement and this Lease.

ARTICLE 4

Use, Occupancy and Purpose.

4.1 Permitted Uses.

A. Tenant shall use the Premises solely for operating a North Carolina public charter school for grade levels 9 – 12, 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 Prohibited Uses.

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.

C. 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).

D. Notwithstanding anything contained in this Lease to the contrary, in the event of a breach of any of the covenants contained in this Section 4.2, 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

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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

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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. Landlord agrees to furnish to Tenant upon request a separate accounting and supporting documentation of each Non-Real Property Tax.

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 mortgagee" (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.

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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 is 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 six (6) weeks 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 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 and Tenant's obligations to repair or restore the Premises shall be limited to the

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extent of the insurance proceeds actually received by Landlord and Tenant respectively 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 of the 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 Landlord shall cause the school building on the Premises to be constructed and maintained in a good and workmanlike manner, and in compliance with all Legal Requirements. Tenant will accept the possession of the Premises and keep the Premises 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

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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 an amount as required by the Charter and applicable law, and 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 an amount as required by the Charter and applicable law, 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 are 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 shall constitute an indebtedness of 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 N.C. Gen. Stat. § 115C-218.105(b)).

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 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 suffered 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 issued 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 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.

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.

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13.4 To the extent applicable, Tenant has been made aware that Master Landlord as landlord under the Master Lease, or PrepNet, LLC, 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 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 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:

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The Tenant:

Attn: President, Board of Directors
[address]
[city, state, ZIP]
Telephone: (____) ____ - ____

WITH A COPY TO:
[Board Legal Counsel]
[Legal Counsel address]
Telephone: (____) ____ - ____

PrepNet:

PrepNet, LLC
Attn: Jason Pater
3755 36th Street SE, Suite 250
Grand Rapids, Michigan 49512
Telephone: (616) 726-8900
Facsimile: (616) 726-8901

WITH A COPY TO:
McShane & Bowie
Attn: John R. Grant
1100 Campau Square Plaza
99 Monroe Ave., NW
Grand Rapids, MI 49501
Telephone: (616) 732-5013
Facsimile: (616) 732-5099

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 (limited to the maximum indemnification allowed by Legal Requirements) 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.

To the extent directly related to the conduct of Landlord, Landlord's use of the Premises, or the operation of its business thereon, and to the extent permitted by law, Landlord shall defend, indemnify and hold harmless Tenant, 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 Landlord on, over, under, from or affecting the Premises or the soil, water, vegetation, buildings, personal property, persons thereon by reason of Landlord'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 Landlord'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 Landlord'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 Landlord'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 its 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.

Appendix J - EMO Facility Buyout Agreement

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

Appendix J - EMO Facility Buyout Agreement

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, 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.

Appendix J - EMO Facility Buyout Agreement

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

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.

Appendix J - EMO Facility Buyout Agreement

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]

Appendix J - EMO Facility Buyout Agreement

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

LANDLORD:

PrepNet, LLC
a Michigan limited liability corporation

By: _____

Jason Pater

Its: President

TENANT:

a North Carolina non-profit corporation

By: _____

Its: Board President

EXHIBIT "A"

**[address]
[city, state, ZIP]**

LEGAL DESCRIPTION OF PREMISES

[Insert legal description once available.]



September 8, 2016

Hilda Parlér
Board President
North Wake Preparatory Academy, Inc.

Via: Hand Delivery

Re: North Wake Preparatory Academy, Inc., NHA, and PrepNet

Dear Ms. Parlér,

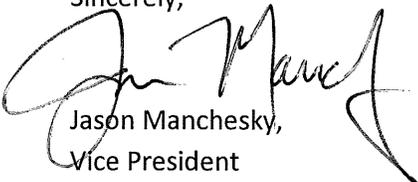
I understand that North Wake Preparatory Academy, Inc. has partnered with National Heritage Academies ("NHA") and PrepNet to prepare a charter application for a new school to open in 2018. I write this letter to provide history on the financial stability of both organizations over the past years.

NHA and PrepNet are educational management companies. NHA operates 83 schools in 9 states, and PrepNet operates five schools in Michigan. NHA has been a customer of PNC Bank for more than 10 years, and PrepNet has been a customer for six years. Both organizations are in good standing and have been for the duration of our relationships. Currently the organizations have revolving credit facilities with the bank. As of this date, availability on the revolving credit facilities is sufficient to ensure the resources are available to meet the commitments to secure a school site, construct or renovate school facilities, and provide for the start-up costs presented in the application.

Both organizations are 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,



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: North Wake Preparatory Academy (NC)

Dear Charter Board of Directors:

Based on the attached specifications and an approximate count of 1,675 students, the insurance quote would be as follows:

Proposed Amount:

Comprehensive General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate Premium Quoted - \$6,000.00
School Leaders Errors and Omissions	\$1,000,000 per occurrence/\$2,000,000 aggregate Premium Quoted - \$6,000.00
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 - \$12,850.00	

Umbrella Liability	\$1,000,000 per occurrence / \$1,000,000 aggregate Premium Quote - \$1,000.00
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 1, 2016

Ms. Hilda Parlér
Board President
North Wake Preparatory Academy

Via: Hand Delivery

Re: Letter of Financial Commitment

Dear Ms. Parlér,

PrepNet and National Heritage Academies (NHA) are proud and privileged to partner with you to provide a quality public charter school choice to families and students in the North Wake County area through the proposal for North Wake Preparatory Academy. As you know, PrepNet and NHA have substantial experience partnering with public charter school boards to provide excellent 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, we confirm that, should your Board receive a charter, NHA and PrepNet will make financial contributions as outlined in our Services Agreements, for as long as we are engaged as the Board's management partners. As our Services Agreements state, neither the school nor any individual Board member shall be legally obligated to repay PrepNet or NHA for contributions made to or on behalf of the school.

Our mutual commitment and partnership to creating an additional quality public charter school choice for families in the Northern Wake County area is of the utmost importance to our organizations; we will continue to meet the essence and substance of the vision we've jointly laid out for students in the charter application. We are hopeful that this letter and our executed Services Agreements will suffice for the needs of your charter proposal.

Sincerely,

A blue ink signature of Jason Pater, consisting of a stylized 'J' and 'P'.

Jason Pater
President
PrepNet

A blue ink signature of Stephen M. Conley, consisting of a stylized 'S' and 'C'.

Stephen M. Conley
Chief Financial Officer
National Heritage Academies

Appendix N - IRS Form 990

North Wake Preparatory Academy is replicating East Arbor Charter Academy (K-8) and Arbor Preparatory High School (9-12) located in Ypsilanti Michigan. Michigan Public Charter Schools are not required to establish 501c3 non-profit status. Therefore, neither school files an IRS form 990.



{ A higher return on investment. }

Charter School Audit Services | Plante & Moran, PLLC



WHY PLANTE MORAN

Thousands of Plante Moran success stories have been built upon a handful of good ideas.

CLIENT FOCUS

The confidence that the client's needs are put ahead of the firm's by a professional team that cares as much about the clients' business as the client does.

DEEP INDUSTRY EXPERTISE

Deep audit and consulting expertise from professionals that specialize in the client's industry, so that the client receives the benefit of timely industry trends and metrics and on-target solutions to help meet the client's business and personal goals.

NO SURPRISES

The security of knowing there will be no unwanted surprises because of upfront planning and regular communications.

HIGH VALUE ON RELATIONSHIPS

A service delivery promise that guarantees the client feels listened to, informed, and valued by a firm that is known for its caring culture.

INTEGRATED SERVICES

A comprehensive approach brings together accounting, audit, tax, and consulting, creating efficiencies and strong solutions in one integrated delivery system.

OUR UNIQUE COLLEAGUE PARTNER APPROACH GIVES YOU A DEDICATED CO-PILOT

As part of our client service strategy, we use a unique model called "colleague partnering," at no additional cost to our clients. This gives you the benefit of the best minds in our firm in a simple and most beneficial arrangement which we believe is a significant contributor to our standout client service rating from existing clients. You benefit from a deeper level of expertise involved in your account while still maintaining a single point of contact. By using this system, we feel that we can provide clients with the knowledge, expertise and resources that are necessary to succeed in today's business environment.

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.

PLANTE MORAN IN BRIEF

90 years of history in 30 seconds or less.

BY THE NUMBERS

- Founded: 1924
- Rank: 13th largest in the U.S.
- Team: 2,000+
- Locations: 23 offices in Michigan, Illinois, Ohio, China, India, and Mexico

ONE-FIRM FIRM

Our firm is fundamentally built different than our competitors because of our “One-Firm Firm” philosophy and structure. We do not have competing office-level profit centers and as a result, you receive the best resources regardless of office location or geography.

DISTINCTIONS

- FORTUNE’s list of the “100 Best Companies to Work For” for 17 consecutive years (highest-ranked accounting firm for six consecutive years)
- WorkplaceDynamics’ list of “America’s Top 10 Workplaces”
- International Accounting Bulletin’s “Employer of the Year”
- Vault Guide’s list of the “Best Accounting Firms to Work For” and ranked #1 in firm culture
- InformationWeek 500’s list of the “Top Technology Innovators Across America”
- One of the “Best Accounting Firms for Women,” American Society of Women Accountants and the American Women’s Society of Certified Public Accountants
- West Michigan’s 101 Best and Brightest Companies to Work For
- Huntington Pillar Award recipient from the Women’s Resource Center

OUR CORE VALUES

- We care
- We are guided by the Golden Rule
- We strive to be fair
- We commit to quality, integrity, and professionalism, consistently placing clients’ interests ahead of firm interests
- We maximize individual opportunities within the context of the team
- We are dedicated to preserving and enhancing our spirit

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
- Cybersecurity
- Employee benefits consulting
- Enterprise risk services
- Facilities planning & construction project management
- Operational effectiveness
- Technology consulting



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





*A Network of College
Preparatory High Schools*

DISCOVER YOUR PATH to COLLEGE & A CAREER

PrepNet schools are no-cost college preparatory schools focused on preparing students for a lifetime of success by:

- Teaching a challenging curriculum
- Offering a broad range of extracurricular activities
- Building a foundation of strong moral character
- Equipping students for college success

READY FOR COLLEGE *prepared* FOR LIFE

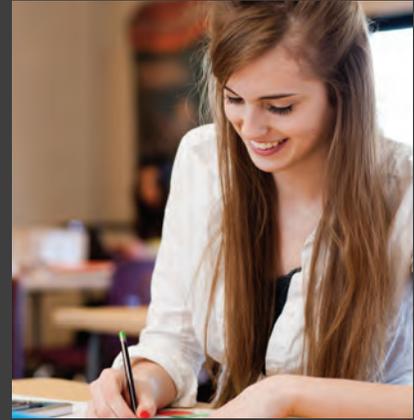
Our vision is to educate, support, and guide students through some of the most exciting and impressionable years of their lives. Our objective is three-fold: high school graduation, college acceptance, and enthusiastic students, thoughtfully prepared for success in their communities and their world.

We expect a lot from our students and their parents. Our enthusiastic staff, teachers, and administrators present a challenging curriculum that encourages students to achieve a high level of excellence. This correlates directly to college entrance and success. We also focus on moral character, believing that character development is vital to growth and success.

WHAT SETS PREPNET *schools* APART?

At our schools, every student:

- Completes at least two AP courses
- Conducts at least 60 hours of community service
- Receives individualized college, academic, and career planning
- Is successfully accepted into college



THE FOUR *R*'s

The core values that guide our programs and instruction are summed up with our four r's:

Rigor

Our students complete AP coursework and earn college acceptance. Graduates read well, write intelligibly, study effectively, reason soundly, and question thoughtfully. All students take end-of-term, comprehensive exams that determine their advancement to the next academic level. They are supported by our teachers and our staff, who give students every opportunity to learn and to succeed.

Relevance

Our students develop an understanding of our world and how to excel in it. They graduate with applicable knowledge, relevant skills, passionate curiosity, and a sense of accomplishment. They also have a unique and comprehensive understanding of literature, athletics, mathematics, science, history, and the arts.

Relationships

Reliable relationships are important to our students' success. We partner with our students' parents and encourage them to ascribe to our mission and our vision. We also expect parents to demonstrate good values and good work ethic in their homes. Our administrators and our counselors support reliable relationships by being visible and accessible, to both students and parents.

Responsibility and Moral Focus

Our students are required to participate in several community service projects throughout their time with us. Our curriculum includes service-learning opportunities and emphasizes good values, positive behavior, and moral conscience. We hold students accountable for their actions so that they have a true sense of direction when they graduate. Our teachers and our staff also serve as models of responsibility and moral focus by exhibiting competence, compassion, consistence, courtesy and accountability.



SERVICE CENTER

3755 36th Street SE, Suite 250, Grand Rapids, MI 49512

616.726.8900 616.726.8901

www.prepnetschools.com



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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

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.pdf>.

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. Westmedge 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%	15%	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	Gulford 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%	13%	25%	7%
OH	North Dayton School of Discovery	3901 Turner Rd	Dayton, OH 45413-3654	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%	13%	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

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 76% 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	Gulford 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	Gulford 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%	
LA	Willow Charter Academy (Grade 3)	1818 Northeast Evangeline Thruway	Lafayette, LA 70501	Lafayette Parish	Board of Elementary and Secondary Education	2014	K - 7	32%	62%	31%	68%	
	Willow Charter Academy (Grade 4)							47%	74%	32%	69%	
	Willow Charter Academy (Grade 5)							38%	67%	28%	62%	
	Willow Charter Academy (Grade 6)											

Appendix P:

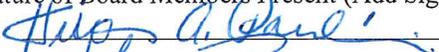
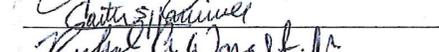
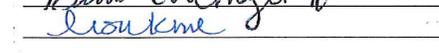
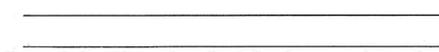
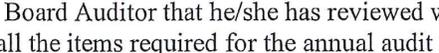
Charter School Required Signature Certification

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.

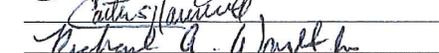
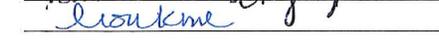
- ❖ The selected Board Attorney that he/she has reviewed with the full Board of Directors, listed within the application, all the governance documents and liabilities associated with being on the Board of a Non Profit Corporation.

- Name of the Selected Board Attorney: Donna Rascoe
- Date of Review: May 16, 2016
- Signature of Board Members Present (Add Signature Lines as Needed):

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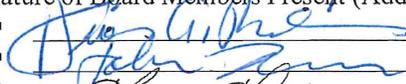
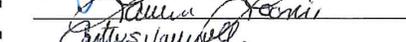
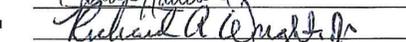
- ❖ The selected Board Auditor that he/she has reviewed with the full Board of Directors, listed within the application, all the items required for the annual audit and 990 preparations.

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

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❖ 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: PrepNet and National Heritage Academies
- Date of Review: August 15, 2016
- Signature of Board Members Present (Add Signature Lines as Needed):

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❖ 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: _____
- 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 agreements with the EMOs.

❖ 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.

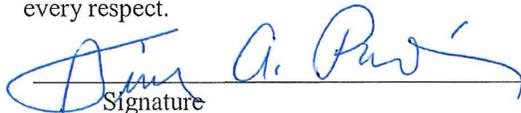
- Name of the Contact: _____
- Name of the Selected PowerSchool Service Provider: _____
- Date of Review: _____
- Signature of Board Members Present (Add Signature Lines as Needed):

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

The Board of Directors does not plan to contract with a service provider to operate PowerSchool. The Board anticipates that these services will be covered by the management agreements with the EMOs.

Certification

I, Hilda A. Parker, 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 North Wake Preparatory Charter School is true and correct in every respect.


Signature

9/6/2016
Date