



## AGENDA STATE BOARD OF EDUCATION

November 3, 2008  
Arkansas Department of Education  
Auditorium, State Education Building  
1:00 PM

### Reports

#### Report-1 **Chair's Report**

*Presenter: Randy Lawson*

#### Report-2 **Commissioner's Report**

*Presenter: Dr. Ken James*

### Consent Agenda

#### C-1 **Minutes - October 13, 2008**

*Presenter: Dr. Charles Watson*

#### C-2 **Commitment to Principles of Desegregation Settlement Agreement: Report on the Execution of the Implementation Plan**

*By the Court Order of December 1, 1993, the Arkansas Department of Education (ADE) is required to file a monthly Project Management Tool (PMT) to the court and the parties to assure its commitment to the Desegregation Plan. This report describes the progress the ADE has made since March 15, 1994, in complying with the provisions of the Implementation Plan (Plan) and itemizes the ADE's progress against the timelines presented in the Plan. The November report summarizes the PMT for October.*

*Presenter: Dr. Charity Smith Willie Morris*

#### C-3 **Newly Employed, Promotions and Separations**

*The applicant data from this information is used to compile the Applicant Flow Chart forms for the Affirmative Action Report, which demonstrates the composition of applicants through the selecting, hiring, promoting and terminating process.*

*Presenter: Ms. Beverly Williams Ms. Clemetta Hood*

#### C-4 **Report on Waivers to School Districts for Teachers Teaching Out of Area for Longer than Thirty (30) Days, Act 1623 of 2001**

*Act 1623 of 2001 requires local school districts to secure a waiver when classrooms are staffed with unlicensed teachers for longer than 30 days. Waiver requests were received from 101 school districts covering a total of 274 positions. None of these requests were from a district in academic distress. These requests have been reviewed, either approved or denied by Department Staff and are consistent with program guidelines.*

*Presenter: Beverly Williams*

#### C-5 **Request for Approval of Stipulated Agreement - Brandy Walls**

Ms. Walls was convicted of Forgery in the Second Degree, a Class C Felony, on April 28, 1995. This is a disqualifying offense pursuant to Ark. Code Ann. § 6-17-410(c)(33). Ms. Walls was notified of the denial of her application for a teacher's license and of her right to a hearing before the Board. On September 16, 2008, Ms. Walls submitted a request for a waiver pursuant to Ark. Code Ann. § 6-17-410 (f). Her forgery conviction has since been pardoned, and Ms. Walls has no other convictions. Ms. Walls has agreed to enter into a stipulated agreement with the Department of Education regarding her teacher's license. Pursuant to the agreement, Ms. Walls' teacher's license will be placed on probation for a period of two years. At the conclusion of the probationary period., provided that Ms. Walls has neither been convicted of any disqualifying offense pursuant to Ark. Code Ann. § 6-17-410 or has been found in violation of any provision of the Code of Ethics for Arkansas Educators, Ms. Walls will be eligible to apply for full licensure status.

**Presenter:** Jeremy C. Lasiter Jennifer Flinn

## **Action Agenda**

**A-1**

### **Consideration for Final Approval: Proposed Rules Governing the Purchase of Instructional Materials by Arkansas School Districts**

Acts 1199 and 1577 of the 2007 Regular Session amended Ark. Code Ann. § 6-21-403 (part of "The Free Textbook Act of 1975") to require that the Department monitor to ensure that all districts are in compliance with the Free Textbook Act (Act); failure to comply with the Act shall be reported in the Annual School Performance Report. Sections 8.01 – 8.03 have been added to the current Instructional Materials Rules (Rules) to implement the monitoring and reporting requirements of Acts 1199 and 1577.

These Rules were approved by the State Board to be released for public comment on April 21, 2008. A public hearing was held on May 22, 2008. At the public hearing, a legislator appeared and gave comments concerning the Rules. One (1) set of written comments was also received (a copy of which is attached). The attached copy of the Rules has been revised to reflect the comments received (see Sections 3.01 and 8.04). Additionally, several time and date references in the Rules have been updated to bring the Rules into compliance with current law.

The Department requests that the State Board give its Final Approval to these revised Rules.

**Presenter:** Tripp Walter

**A-2**

### **Request for Charter Amendment of Open-Enrollment Public Charter School: Haas Hall Academy, Farmington, Arkansas**

The State Board of Education approved the application for Haas Hall Academy in April of 2004. The current five year renewal charter contract for the school goes through June 30, 2012. Haas Hall Academy has requested a hearing before the State Board of Education to request approval to move to 3155 North College Avenue in Fayetteville. In addition, Haas Hall would like to amend its charter to add 8th grade and to increase its enrollment cap starting with the 2009-2010 school year.

The entity is requesting that the State Board of Education grant the change in location, addition of 8th grade, and increase of the enrollment cap to 320 students to the charter for Haas Hall Academy.

**Presenter:** Dr. Mary Ann D. Brown

**A-3**

### **Hearing of Open Enrollment License Application and ADE Review: LISA Academy, Fayetteville, Arkansas**

LISA Academy – Fayetteville is a proposed open-enrollment public charter school to be located within the Fayetteville School District in Fayetteville, Arkansas. The sponsoring entity on the letter of intent and license application is Little Scholars of Arkansas Foundation. Grades K-12 will be served with a maximum enrollment of 500 students. The proposed site for the school is 6709 South Wilkerson Street, Fayetteville, Arkansas. Affected districts for this proposed public charter school include Fayetteville and Springdale.

Staff members from several units of the Arkansas Department of Education (ADE) reviewed the application for the LISA Academy – Fayetteville. Evaluation concerns were then mailed to the applicant for response. The applicant responded to the ADE evaluation in writing. Copies of the letter of intent, the license application, the ADE evaluation and the written response by the applicant have been included for review by the Board.

The applicant is requesting to be granted an Open-Enrollment License from the State Board of Education.



**A-4**

## **Hearing of Open Enrollment Charter Application Appeal and ADE Review: Eudora Community Charter School, Eudora, Arkansas**

*EudoraCommunity Charter School is a proposed open-enrollment public charter school to be located within the Lakeside School District, Eudora, Arkansas. The sponsoring entity on the letter of intent and charter application is Southeast Arkansas Human Development Associates. Grades K-12 will be served with a maximum enrollment of 600 students. The proposed site for the school is 904 Baker Street, Eudora, Arkansas.*

*The applicant has notified affected districts for this proposed public charter school. Lakeside School District has notified the Arkansas Department of Education (ADE) of their opposition to the opening of Eudora Community Charter School. Since that time the applicant has given notice of appeal to the State Board of Education in request of a hearing regarding this matter.*

*Staff members from several units of the ADE reviewed the application for the Eudora Community Charter School. Evaluation concerns were then mailed to the applicant for response. The applicant responded to the ADE evaluation in writing. Copies of the letter of intent, the application, documentation from the affected district, the ADE evaluation and the written response by the applicant have been included for review by the Board.*

*The applicant is requesting to be granted an Open-Enrollment Charter from the State Board of Education.*

**Presenter:** Dr. Mary Ann D. Brown

**A-5**

## **Hearing of Open Enrollment Charter Application Appeal and ADE Review: Jacksonville Lighthouse Charter School, Jacksonville, Arkansas**

*JacksonvilleLighthouse Charter School is a proposed open-enrollment public charter school to be located within the Pulaski County Special School District in Jacksonville, Arkansas. The sponsoring entity on the letter of intent and charter application is Lighthouse Academies of Arkansas. Grades K-12 will be served with a maximum enrollment of 650 students. The proposed site for the school is North First Street, Jacksonville, Arkansas.*

*The applicant has notified affected districts for this proposed public charter school. Pulaski County Special School District has notified the Arkansas Department of Education (ADE) of their opposition to the opening of Jacksonville Lighthouse Charter School. Since that time the applicant has given notice of appeal to the State Board of Education in request of a hearing regarding this matter.*

*Staff members from several units of the ADE reviewed the application for the Jacksonville Lighthouse Charter School. Evaluation concerns were then mailed to the applicant for response. The applicant responded to the ADE evaluation in writing. Copies of the letter of intent, the application, documentation from the affected district, the ADE evaluation and the written response by the applicant have been included for review by the Board.*

*The applicant is requesting to be granted an Open-Enrollment Charter from the State Board of Education.*

**Presenter:** Dr. Mary Ann D. Brown

**A-6**

## **Hearing of Open Enrollment Charter Application Appeal and ADE Review: Jacksonville Charter Academy, Jacksonville, Arkansas**

*JacksonvilleCharter Academy is a proposed open-enrollment public charter school to be located within the Pulaski County Special School District in Jacksonville, Arkansas. The sponsoring entity on the letter of intent and charter application is Win 1 Reach 1 Community Development. Grades K-12 will be served with a maximum enrollment of 700 students. The proposed site for the school is 612 JP Wright Road, Jacksonville, Arkansas.*

*The applicant has notified affected districts for this proposed public charter school. Pulaski County Special School District has notified the Arkansas Department of Education (ADE) of their opposition to the opening of Jacksonville Charter Academy. Since that time the applicant has given notice of appeal to the State Board of Education in request of a hearing regarding this matter.*

*Staff members from several units of the ADE reviewed the application for the Jacksonville Charter Academy. Evaluation concerns were*

then mailed to the applicant for response. The applicant responded to the ADE evaluation in writing. Copies of the letter of intent, the application, documentation from the affected district, the ADE evaluation and the written response by the applicant have been included for review by the Board.

*The applicant is requesting to be granted an Open-Enrollment Charter from the State Board of Education.*

**Presenter:** Dr. Mary Ann D. Brown

**A-7**

### **Hearing of Open Enrollment Charter Application Appeal and ADE Review: Little Rock Preparatory Academy, Little Rock, Arkansas (Scheduled for Tuesday, November 4)**

*Little Rock Preparatory Academy is a proposed open-enrollment public charter school to be located within the Little Rock School District, Little Rock, Arkansas. The sponsoring entity on the letter of intent and charter application is Collegiate Choices, Inc. Grades 5-8 will be served with a maximum enrollment of 432 students. The proposed site for the school is 1215 South Schiller Street, Little Rock, Arkansas.*

*The applicant has notified affected districts for this proposed public charter school. Little Rock School District has notified the Arkansas Department of Education (ADE) of their opposition to the opening of Little Rock Preparatory Academy. Since that time the applicant has given notice of appeal to the State Board of Education in request of a hearing regarding this matter.*

*Staff members from several units of the ADE reviewed the application for the Little Rock Preparatory Academy. Evaluation concerns were then mailed to the applicant for response. The applicant responded to the ADE evaluation in writing. Copies of the letter of intent, the application, documentation from the affected district, the ADE evaluation and the written response by the applicant have been included for review by the Board.*

*The applicant is requesting to be granted an Open-Enrollment Charter from the State Board of Education.*

**Presenter:** Dr. Mary Ann D. Brown

**A-8**

### **Hearing of Open Enrollment Charter Application Appeal and ADE Review: Little Rock Urban Prep for Young Men, Little Rock, Arkansas (Scheduled for Tuesday, November 4)**

*Little Rock Urban Prep for Young Men is a proposed open-enrollment public charter school to be located within the Little Rock School District in Little Rock, Arkansas. The sponsoring entity on the letter of intent and charter application is Little Rock Urban Prep, Inc. Grades K-8 will be served with a maximum enrollment of 498 students. The proposed site for the school is 2410 South Battery Street, Little Rock, Arkansas.*

*The applicant has notified affected districts for this proposed public charter school. Little Rock School District has notified the Arkansas Department of Education (ADE) of their opposition to the opening of Little Rock Urban Prep for Young Men. Since that time the applicant has given notice of appeal to the State Board of Education in request of a hearing regarding this matter.*

*Staff members from several units of the ADE reviewed the application for the Little Rock Urban Prep for Young Men. Evaluation concerns were then mailed to the applicant for response. The applicant responded to the ADE evaluation in writing. Copies of the letter of intent, the application, documentation from the affected district, the ADE evaluation and the written response by the applicant have been included for review by the Board.*

*The applicant is requesting to be granted an Open-Enrollment Charter from the State Board of Education.*

**Presenter:** Dr. Mary Ann D. Brown

**Minutes  
State Board of Education  
Monday, October 13, 2008**

The State Board of Education met on Monday, October 13, 2008, In the Auditorium of the State Education Building. Chairman Randy Lawson called the meeting to order at 9:00 a.m.

The following Board members were present: Randy Lawson, Chairman; Dr. Naccaman Williams, Vice-Chairman; Sherry Burrow; Jim Cooper; Brenda Gullett; Sam Ledbetter; Dr. Ben Mays; Alice Mahony; Diane Tatum.

No Board members were absent.

**Work Session**

**Recognition of Blue Ribbon Schools – 2008**

Dr. Ken James and Chairman Randy Lawson recognized the following schools as Blue Ribbon Schools for 2008 as identified by the U.S. Department of Education. Each was presented a proclamation issued by the Arkansas Secretary of State and a congratulatory letter from Governor Mike Beebe.

Batesville High School, Batesville, AR represented by superintendent Ted Hall and assistant superintendent Debbie Miller.

KIPP Delta College Preparatory School, Helena-West Helena, AR represented by administrator Scott Shirey.

William Jefferson Clinton Elementary School, Pulaski County Special School District, AR represented by principal Jackie Parker and members of the staff.

**Discuss Issues Regarding Annexing a District to Multiple Receiving Districts**

Department of Education Staff Jeremy Lassiter and Bill Goff presented an overview of legal and procedural considerations that must guide any decision to annex property and existing facilities to one or more contiguous districts.

Dr. Mays asked if this process had been started in the two districts currently under Department administration. Dr. James responded that no work has started because it would be premature to begin without a clear direction from the Board. Dr. Mays noted it was his opinion that such direction was given when Board approved State management of the school districts recently considered. Dr. James stated that the process would start with this work session and a discussion of possible future options.

Mr. Lawson stated his opinion that for the districts under consideration all possible options should be on the table. He noted the complexities of multiple divisions of existing districts, especially when there are varying millages, assessed property values, and other factors; he observed more specifics will be necessary beyond what was provided in the presentation.

Mr. Goff responded that the presentation was designed to be generic, not directed toward any one or combination of districts. Mr. Lawson referenced the issue of dividing assets and liabilities should a single district be subdivided and that the issue was complex, but in certain cases should be considered if it was in the best interest of students, educators and patrons or stakeholders.

Ms. Gullett asked about waivers that should be afforded districts that take in another district or part of a district. Mr. Goff stated that there were some waivers already available, especially those related to determination of adequate yearly progress. Ms. Gullett suggested that staff should research all available waivers that could be allowed to receiving districts. Dr. James noted that any waivers, especially related to No Child Left Behind, would have to be reviewed and approved as part of the State's Accountability Workbook by the U.S. Department of Education.

Dr. Williams asked about the creation of local boards for newly created or consolidated districts. Mr. Lassiter responded that more research will be needed, especially if a local district is subdivided. He suggested some local negotiation would be required as the process emerges.

Mr. Cooper asked about allocating debt to receiving districts. Mr. Goff stated that each situation would be unique and that much work and negotiation would be essential to identify local debt and assign it to multiple receiving districts.

Mr. Goff discussed a possible timeline for making annexation or consolidation decisions. Ultimately, he summarized that it would take a minimum of six months or more, probably up to one calendar year to finalize all components of subdividing a district.

Dr. Mays suggested urgency in giving the Department direction. Dr. James responded that the Department has begun assessing options, but noted that if the State went into a district and began redrawing district boundaries such action would create a new sense of unrest and concern for patrons in the district. He suggested that initiation of any formal action steps would have to have explicit direction from the Board.

## **Reports**

### **Chair's Report** *(First person wording provided by the Chair)*

*During a recent business trip to the San Francisco Bay Area and Silicon Valley area in late September, I also spent several hours visiting a nationally recognized*

*middle school, Visitacion Valley Middle School at my own expense. It was reported that the school's student population came from a very violent area with up to one-half of the student population's parents either being incarcerated currently or previously. The demographics were diverse with: Hispanic, African American, Samoan, White and Asian all represented. About one and a half years ago a new principal, Mr. James Dierke, started "quiet time." "Quiet time" represents two fifteen minute periods per day – one at the beginning of the school day and the other at the end – whereby the students spend the time quietly reflecting, meditating, praying or just being still and quiet. "Quiet time" was voluntary and had over ninety-five percent participation. Since the commencement of "quiet time," virtually all measure of discipline has significantly improved with some early signs of academic achievement improvement. The visit was interesting and enjoyable and I wanted to share the highlights with my fellow board members.*

*Also, I received a call a couple of days ago and an email from Mr. Richard Green, Program Support Specialist Arkansas Committee representing, "Employer Support of the Guard and Reserve." Mr. Green requested the opportunity to speak at our meeting in the near future. I told him we would be happy to visit with him, but that I was not sure we were the forum he envisioned. I informed him that the SBE did not really have any personnel authority over local district personnel and that it was handled at the local district level. Further, I told him that Commissioner James handled all personnel matters for ADE and that I could assure him Commissioner James and the department would fully cooperate with national guardsmen returning from duty to the ADE, if we have any returning service members. After we visited he realized that our board meeting was probably not the forum he initially thought and presenting to us would not be that beneficial. I assured him that we – the SBE - supported and honored the returning Arkansas guardsmen and that if there was anything that we could further assist him with I would be glad to help. His job is to assist returning service members in the reintegration within the workforce of public and private employers throughout Arkansas, as I understand. He also stated that approximately 3,500 returning guardsmen would be returning back from their duty over the next two or three months. Commissioner James is very aware of the returning guardsmen and like us honors their service and wishes them well in their return home and to work.*

*Ms. Tatum reported attending a conference jointly hosted by the National Association of State Boards of Education (NASBE) and the US Army at Fort Jackson. This was the first of a series of collaborative events between the sponsoring organizations, she reported. Ms. Tatum noted that the conference was intended to provide updated information on the need for military recruits who have more advanced skills and are better prepared to meet the expectations of today's military. She stated that the emphasis for this meeting was focused on secondary education. She also noted that data presented describing the educational preparedness of many recruits was alarming. Ms. Tatum also reported her attendance at a planning meeting at ADE related to*

the State's participation in developing an Action plan linked with the ACHIEVE Organization.

### **Commissioner's Report**

Dr. James reported that Arkansas was one of eight states participating in the ACHIEVE Policy Institute (referenced by Ms. Tatum) designed to assist states in increasing the rigor of high school programs. He noted that this is a 24 month process and teams from each of the states will be meeting in Washington in November to continue this work.

Dr. James stated that a Summit hosted by Governor Mike Beebe to discuss economic development and education is scheduled for later in the week (October 16, 2008). He stressed the Governor's intent to make Arkansas competitive in the national workforce and that a more educated workforce is essential to keep Arkansas moving forward economically.

Dr. James reported that the first Milken Educator Award was awarded last week to an elementary teacher in Fort Smith. He noted it is always exciting to see these awardees when they realize they are the recipient of the award.

### **Quarterly Financial Report for Decatur School District**

Bill Goff and LeRoy Ortman (interim superintendent) were recognized to make this report. Mr. Goff shared a revised projected financial statement. Mr. Ortman stated that work was underway to revise the operating budget to more effectively utilize categorical funds and federal funds awarded to the Decatur District. He stated that the financial condition of the district is improved primarily due to generous donations of cash to the district by patrons that were made since being designated in fiscal distress last summer.

Ms. Burrow asked about enrollment projections for the remainder of this year and in the future. Mr. Ortman responded that it was his feeling that the enrollment is now stable and he does not expect further transfers out of the district. However, he cautioned that any action by the State that would suggest redistricting or redrawing of boundary lines would have the potential for mass exodus from the district.

Dr. Williams asked if the projected balance for the current fiscal year is a dependable number. Mr. Goff responded he believed it would hold. Ms. Gullett asked about future private donations. Mr. Ortman suggested that no district should base its future on private donations and local fund raiser project such as car washes and bake sales.

Dr. Mays asked if the "clean up" was completed. Mr. Ortman responded he believes that to be the case; however, there are some issues yet to be resolved. Dr. Mays asked about the salary of the former superintendent. Dr. James responded that was one of those unresolved issues. Dr. James noted that the



legal staff continues to work through the resolution of the contract. He indicated that one payment (July) was made, but no additional funds has been awarded. Depending on resolution, this could be an additional major expense for the district.

Dr. Williams asked as to when ADE projected the district to be financially solvent. Mr. Goff responded that much depends on enrollment over the current year and next school year. By the end of Year-2 it must be solvent or other action will have to take place.

Dr. Mays asked about expenditures of \$172,000 for athletics, which is about \$300 per student. He observed that the funding formula suggests \$50 per student is a more reasonable amount. Dr. Mays asked how such expenditure could be supported when it takes in excess of \$250 per student out of the instructional budget each year. Mr. Ortman suggested that athletics is a major concern for the patrons of the Decatur district and that the attitude of students and parents revolved around the student's participation in competitive athletics. Mr. Ortman suggested that he's not sure just where such funds would come from, but they are essential to the future of the district. Mr. Cooper asked what Mr. Ortman thought would happen if athletics were suspended. Mr. Ortman suggested there would be a mass request for choice forms! He again stressed athletics are very important to the Decatur community.

Mr. Ledbetter asked about the current millage and the possibility of raising millage. Mr. Ortman stated that the current millage rate was 39.5. Mr. Ledbetter asked if patrons would support an increase for the school system. Mr. Ortman suggested that patrons probably would support some additional millage; however, residential property is almost the only thing of assessed value in the district. He noted that it takes 4 mills to raise approximately \$180,000 in revenue.

Mr. Lawson stated that it was important to give the Department direction for moving forward in management of the Decatur district. Dr. James responded that any direction must be clear and well focused for the State to initiate action.

Mr. Cooper stated that the Board should trust ADE and Mr. Ortman to move the district forward this year, they seem to have created a stable situation there and he personally would not want to go beyond what is in place at this time. Mr. Lawson noted that the Board must always keep in mind what is best for the students; however, the Board cannot wait until the end of next year and begin consideration of options especially when the Board just learned it takes six to twelve months to put annexation or consolidation in place. Mr. Lawson suggested local participation is important in the overall decision process and that any final resolve should be crafted in such a way that the patrons of Decatur School District can support.

Dr. Williams proposed a clarifying statement – all options are still open; however, the Decatur School District is not financially solvent at this point. He also noted that there is a probability that the district could stay in tack, that it could be

annexed/consolidated with another district or it could even be subdivided based on some reasonable geographical boundary(ies).

Dr. Mays suggested that by the next quarterly report some clarity of future direction should emerge if it takes up to a year to exercise the option for annexation/consolidation.

Dr. Williams suggested that some clarity was needed from ADE by the next quarterly report if some method of subdividing the district was a viable option. He suggested he would hesitate to recommend subdivision of the district as a viable option.

No further action was taken.

### **Quarterly Financial Report Greenland School District**

Bill Goff and Dr. Roland Smith were recognized to make this presentation.

Mr. Goff summarized the current financial status of the Greenland School District noting projects positive balances at the end of the current fiscal year. Dr. Smith cited actions taken to reduce costs and noted that the proposed end-of-year balances do not reflect additional one-time revenue. Dr. Smith's presentation included data assimilation from the school affirming that students participating in athletics have better attendance, graduate at a higher rate, and have a higher grade average when compared with student who do not actively compete.

Ms. Gullett asked about an item in the report citing the number of students completing the ACT test. Dr. Smith provided data that the number of students taking the ACT test was approximately 50% of those eligible to take that college prep test.

Dr. Mays asked if the athletic performance study cited could be linked to a cause-effect study.

Mr. Lawson summarized by suggesting that there are many differences between the Greenland and Decatur districts; but, at this point it was too early in the process to rule out any option for final disposition of either of the districts.

Dr. Williams proposed that by the next quarterly meeting ADE should provide data that would give multiple options – a single district annexation/consolidation; viability of districts remaining intact and finally any possibility of subdividing either of the districts.

### **Consent Agenda**

Ms. Gullett asked for clarification regarding denial of waivers for licensure items as noted on the Consent Agenda. Beverly Williams responded to this question.

Dr. Williams asked about the issue of unitary desegregation status for the districts in Pulaski County. Dr. James responded that Little Rock has asked for and been granted unitary status at the local level. However, that status is on appeal in Federal Court. He also noted that both North Little Rock and Pulaski County Districts are working to achieve unitary status. Dr. James also suggested there was concern among the districts for future state funding when or should any of those districts finally achieve unitary status.

Ms. Tatum moved approval of the Consent Agenda. Ms. Burrow seconded the motion. The motion was adopted unanimously.

- Minutes – September 8, 2008
- Commitment to principles of desegregation settlement agreement:  
Report on the execution of the implementation plan
- Newly employed, promotions and separations
- Report on waivers to school districts for teachers teaching out of area for longer than thirty (30) days, Act 1623 of 2001
- Review of loan and bond applications

### **Action Agenda**

#### **Consideration for Public Comment: Repeal Arkansas Department of Education Rule Governing the Calculation of School District Base Millage Requirements to be Used in Determining Required, if any, Additional Mills to be Voted in the September Election of Each School Year**

Cindy Hedrick was recognized to present this item. Ms. Hedrick stated that the Rule in question was no longer needed due to legislative action surrounding the Lakeview Decision as well as other legislative actions.

Mr. Ledbetter moved approval for public comment. Mr. Cooper seconded the motion. The motion was adopted unanimously.

#### **Request for Approval of 2008-2009 Arkansas Better Chance Funding Recommendations (October 2008)**

Jamie Morrison was recognized to present this item. Ms. Morrison stated all items were reviewed by staff and approval recommended.

Ms. Gullett moved approval as presented. Dr. Williams seconded the motion. The motion was adopted unanimously. (\$113,606 approved)

#### **Request for Charter Amendment of Open-Enrollment Public Charter School: KIPP Delta College Prep School, Helena, AR**

Dr. Mary Ann Brown and Scott Shirey, KIPP administrator, were recognized to present this item. Ms. Brown summarized the request, which was to add 75 additional students at each grade level beginning with kindergarten (2009-2010)

and continuing through Grade 4 adding 75 students per year each year for four additional years.

Mr. Ledbetter asked where students who attend KIPP come from. Mr. Shirey responded that about 67% came from the Helena-West Helena District with the remainder coming by bus from Elaine, Marianna, and other surrounding areas. He also noted that one student's parents bring the child from Brinkley each day.

Ms. Tatum asked about the number of waivers requested by the proposal. Dr. Brown stated that a number of the waivers would not be allowed because they were not allowed in the Charter Rules. Waivers of accountability, facilities, special education cannot be awarded. Mr. Shirey stated that KIPP was aware of the limitation on waivers and that the program will be administered within the Rules as adopted by the Board and the Accreditation Standards.

Ms. Mahony asked about the mobility rate at KIPP. Mr. Shirey responded that it has been as high as 20% in one year, but more recently it is approximately 8% a year.

Dr. Mays asked if a program extension could be granted without information being presented describing the proposed facility. Dr. Brown stated that in expansions such reporting had not been expected and cited Academics Plus expansion granted in July. Mr. Shirey stated that at least two options were on the table for additional classroom space. He stated that one grade could be added next year within the current space and he projected that additional grant funds were anticipated, which would be directed toward purchasing portable classroom space. He also stated that KIPP has adequate land on which the additional classroom can be erected.

Dr. Williams moved approval contingent on a review of space requirements and review of waivers by the attorney's office. Ms. Tatum seconded the motion. The motion was adopted unanimously.

Mr. Lawson reminded the Board that a portion of the November meeting would be the joint meeting of the three State Boards of Education. That meeting will convene at the Governor's Mansion on November 3, at 9:00 a.m.

Without objection, the chair declared the meeting adjourned at 12:15 p.m.

As the meeting adjourned, Dr. Mays asked about including an "open" item at the end of the Action Agenda at which time any member of the Board could raise a question or present an item for discussion by the Board. Chairman Lawson responded that any member of the Board may submit any question or item to the Chair or to Dr. James prior to the publishing of the agenda and that item could be included in the regular agenda. Mr. Lawson stated that adding an item the day of the agenda does not provide adequate time for other Board members and Department staff (as needed to provide supporting documentation) to prepare for the discussion. Dr. Mays requested that the

Board engage into a dialogue with policy makers outside ADE such as representatives from the Attorney General's Office or from the General Assembly that would further identify and delineate the roles and responsibilities of the Board and its members. Dr. James noted that the Legal Office had prepared a packet of materials and was scheduling sessions with new Board members. He stated that Ms. Mahony spent a full day recently with staff attorneys and other ADE staff and additional sessions are planned. Dr. Mays suggested it was important to hear from individuals outside the agency. Chairman Lawson reaffirmed that agenda items could be added by any Board member submitting the item to the Chair or to Dr. James.

These minutes were recorded and reported by Dr. Charles D. Watson.

**ADE'S PROJECT MANAGEMENT TOOL EXECUTIVE SUMMARY  
OCTOBER 31, 2008**

This document summarizes the progress that ADE has made in complying with the provisions of the Implementation Plan during the month of October 2008.

<b>IMPLEMENTATION PHASE ACTIVITY</b>	<b>PMT EXECUTIVE SUMMARY AS OF OCTOBER 31, 2008</b>
<b><i>I. Financial Obligation</i></b>	<p>As of September 30, 2008, State Foundation Funding payments paid for FY 08/09 totaled \$11,684,554 to LRSD, \$6,419,468 to NLRSD, and \$8,744,432 to PCSSD. The Magnet Operational Charge paid as of September 30, 2008, was \$2,738,290. The allotment for FY 08/09 was \$15,060,591. M-to-M incentive distributions for FY 07/08 as of September 30, 2008, were \$4,705,059 to LRSD, \$4,178,512 to NLRSD, and \$9,866,255 to PCSSD. M-to-M incentive distributions for FY 08/09 as of September 30, 2008, were \$470,506 to LRSD, \$417,851 to NLRSD, and \$986,626 to PCSSD.</p> <p>In September 2008, General Finance made the last one-third payment to the Districts for their FY 07/08 transportation budget. As of September 30, 2008, transportation payments for FY 07/08 totaled \$4,460,451 to LRSD, \$1,232,312 to NLRSD, and \$2,948,764 to PCSSD. In September 2008, General Finance made the first one-third payment to the Districts for their FY 08/09 transportation budget. As of September 30, 2008, transportation payments for FY 08/09 totaled \$1,428,236 to LRSD, \$419,360 to NLRSD, and \$1,114,953 to PCSSD. In March 2008, a bid for 16 new Magnet and M-to-M buses was awarded to Central States Bus Sales. The buses for the LRSD include 8 - 65 passenger buses for \$66,405.00 each. The buses for the NLRSD include 1 - 65 passenger bus with a wheelchair lift for \$72,850.00 and 1 - 47 passenger bus with a wheelchair lift for \$70,620.00. The buses for the PCSSD include 2 - 65 passenger buses for \$66,405.00 each, 2 - 47 passenger buses for \$65,470.00 each and 2 - 47 passenger buses with wheelchair lifts for \$70,620.00 each. In July 2008, 16 new Magnet and M-to-M buses were delivered to the districts in Pulaski County. Finance paid Central States Bus Sales \$1,079,700. In July 2008, Finance paid the Magnet Review Committee \$92,500. This was the total amount due for FY 08/09. In July 2008, Finance paid the Office of Desegregation Monitoring \$200,000. This was the total amount due for FY 08/09.</p>



IMPLEMENTATION PHASE ACTIVITY	PMT EXECUTIVE SUMMARY AS OF OCTOBER 31, 2008
<b><i>II. Monitoring Compensatory Education</i></b>	<p>On October 9, 2008, the ADE Implementation Phase Working Group met to review the Implementation Phase activities for the previous quarter. Mr. Willie Morris, ADE Lead Planner for Desegregation, updated the group on all relevant desegregation issues. Meetings have been taking place to prepare for the possibility that the 8<sup>th</sup> U.S. Circuit Court of Appeals upholds the ruling that gave the Little Rock School District unitary status. The LRSD has requested that for the next seven years, the three school districts in Pulaski County continue to receive the same amount of desegregation funding that they will receive this year. The LRSD also asked for restrictions on new charter schools in Pulaski County, protection from sanctions if they are in fiscal or academic distress, and a new state-funded education service cooperative in Pulaski County. In a September 17 update on the status of the PCSSD implementation of its desegregation plan, the Office of Desegregation Monitoring (ODM) stated that in some PCSSD schools, black males have suspension rates above 50%. ODM stated that “districtwide, discipline rates continue to climb” and black males “have discipline rates far out of proportion to their presence in the student body.” Issues listed in the ODM report lead them to “suggest that PCSSD is not presently in the posture to either seek or be awarded unitary status by the district court.” The next Implementation Phase Working Group Meeting is scheduled for January 8, 2009 at 1:30 p.m. in room 201-A at the ADE.</p>
<b><i>III. A Petition for Election for LRSD will be Supported Should a Millage be Required</i></b>	Ongoing. All court pleadings are monitored monthly.
<b><i>IV. Repeal Statutes and Regulations that Impede Desegregation</i></b>	In July 2007, the ADE sent letters to the school districts in Pulaski County asking if there were any new laws or regulations that may impede desegregation. The districts were asked to review laws passed during the 86 <sup>th</sup> Legislative Session, and any new ADE rules or regulations.
<b><i>V. Commitment to Principles</i></b>	On October 13, 2008, the Arkansas State Board of Education reviewed and approved the PMT and its executive summary for the month of September.
<b><i>VI. Remediation</i></b>	In February of 2008, ADE staff provided District Test Coordinator Training at the School for the Blind in Little Rock. Eight staff members from the LRSD, two staff members from the NLRSD and two staff members from the PCSSD attended.
<b><i>VII. Test Validation</i></b>	On February 12, 2001, the ADE Director provided the State Board of Education with a special update on desegregation activities.

IMPLEMENTATION PHASE ACTIVITY	PMT EXECUTIVE SUMMARY AS OF OCTOBER 31, 2008																																																																																																									
<i>VIII. In-Service Training</i>	A Tri-District Staff Development Committee meeting was held on February 5, 2008. Staff from PCSSD, NLRSD, LRSD and the ADE attended. The Director of Professional Development for the LRSD handed out a list of the dates and topics for eleven days of professional development. Topics included classroom management, school improvement, curriculum preparation, Next Step, Arkansas history, ESL, interventions for diverse learners, AEA, ACT, technology, parental involvement and health/physical activity. Flex days, make up sessions, and tracking professional development hours were discussed.																																																																																																									
<i>IX. Recruitment of Minority Teachers</i>	<p>In May 2008, the ADE Office of Professional Licensure sent a request to the three Pulaski County school districts asking for a list of teacher shortage areas.</p> <p>In May 2008, the ADE Office of Professional Licensure requested a list of all spring minority graduates from all Arkansas colleges and universities with teacher education programs.</p>																																																																																																									
<i>X. Financial Assistance to Minority Teacher Candidates</i>	<p>Collin Callaway of the Arkansas Department of Higher Education reported minority scholarships for Fiscal Year 2007-2008 on October 15, 2007. These included the State Teacher Assistance Resource (STAR) Program, the Minority Teacher Scholars (MTS) Program, and the Minority Masters Fellows (MMF) Program. The scholarship awards for STAR are as follows:</p> <table><tr><td>STAR</td><td>Male</td><td>Male</td><td>Female</td><td>Female</td><td>Total</td><td>Total</td></tr><tr><td>Race</td><td>Count</td><td>Award</td><td>Count</td><td>Award</td><td>Count</td><td>Award</td></tr><tr><td>White</td><td>58</td><td>264,000</td><td>328</td><td>1,402,500</td><td>386</td><td>1,666,500</td></tr><tr><td>Black</td><td>10</td><td>51,000</td><td>29</td><td>136,500</td><td>39</td><td>187,500</td></tr><tr><td>Hispanic</td><td></td><td></td><td>4</td><td>18,000</td><td>4</td><td>18,000</td></tr><tr><td>Native Amer</td><td>1</td><td>3,000</td><td>1</td><td>6,000</td><td>2</td><td>9,000</td></tr><tr><td>Other</td><td>4</td><td>21,000</td><td>11</td><td>42,000</td><td>15</td><td>63,000</td></tr><tr><td><b>Totals</b></td><td><b>73</b></td><td><b>339,000</b></td><td><b>373</b></td><td><b>1,605,000</b></td><td><b>446</b></td><td><b>1,944,000</b></td></tr></table> <p>The scholarship awards for MTS are as follows:</p> <table><tr><td>MTS</td><td>Male</td><td>Male</td><td>Female</td><td>Female</td><td>Total</td><td>Total</td></tr><tr><td>Race</td><td>Count</td><td>Award</td><td>Count</td><td>Award</td><td>Count</td><td>Award</td></tr><tr><td>Black</td><td>7</td><td>35,000</td><td>28</td><td>137,500</td><td>35</td><td>172,500</td></tr><tr><td>Hispanic</td><td></td><td></td><td>6</td><td>30,000</td><td>6</td><td>30,000</td></tr><tr><td>Asian</td><td></td><td></td><td>2</td><td>10,000</td><td>2</td><td>10,000</td></tr><tr><td>Native Amer</td><td></td><td></td><td>4</td><td>20,000</td><td>4</td><td>20,000</td></tr><tr><td><b>Totals</b></td><td><b>7</b></td><td><b>35,000</b></td><td><b>40</b></td><td><b>197,500</b></td><td><b>47</b></td><td><b>232,500</b></td></tr></table>	STAR	Male	Male	Female	Female	Total	Total	Race	Count	Award	Count	Award	Count	Award	White	58	264,000	328	1,402,500	386	1,666,500	Black	10	51,000	29	136,500	39	187,500	Hispanic			4	18,000	4	18,000	Native Amer	1	3,000	1	6,000	2	9,000	Other	4	21,000	11	42,000	15	63,000	<b>Totals</b>	<b>73</b>	<b>339,000</b>	<b>373</b>	<b>1,605,000</b>	<b>446</b>	<b>1,944,000</b>	MTS	Male	Male	Female	Female	Total	Total	Race	Count	Award	Count	Award	Count	Award	Black	7	35,000	28	137,500	35	172,500	Hispanic			6	30,000	6	30,000	Asian			2	10,000	2	10,000	Native Amer			4	20,000	4	20,000	<b>Totals</b>	<b>7</b>	<b>35,000</b>	<b>40</b>	<b>197,500</b>	<b>47</b>	<b>232,500</b>
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<i>X. Financial Assistance to Minority Teacher Candidates (Continued)</i>	<p>The scholarship awards for MMF are as follows:</p> <table><tr><td>MMF</td><td>Male</td><td>Male</td><td>Female</td><td>Female</td><td>Total</td><td>Total</td></tr><tr><td>Race</td><td>Count</td><td>Award</td><td>Count</td><td>Award</td><td>Count</td><td>Award</td></tr><tr><td>Black</td><td>2</td><td>8,750</td><td>27</td><td>125,000</td><td>29</td><td>133,750</td></tr><tr><td>Asian</td><td></td><td></td><td>2</td><td>11,250</td><td>2</td><td>11,250</td></tr><tr><td><b>Totals</b></td><td><b>2</b></td><td><b>8,750</b></td><td><b>29</b></td><td><b>136,250</b></td><td><b>31</b></td><td><b>145,000</b></td></tr></table>	MMF	Male	Male	Female	Female	Total	Total	Race	Count	Award	Count	Award	Count	Award	Black	2	8,750	27	125,000	29	133,750	Asian			2	11,250	2	11,250	<b>Totals</b>	<b>2</b>	<b>8,750</b>	<b>29</b>	<b>136,250</b>	<b>31</b>	<b>145,000</b>
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<i>XI. Minority Recruitment of ADE Staff</i>	<p>The MRC met on October 9, 2007 at the ADE. Demographic reports were presented that showed ADE employees grade 21 and above by race and section as of June 30, 2007 and September 30, 2007. A spreadsheet was handed out that showed for grade 21 and above the number and percentage of black, white, and other race employees in each unit of the ADE. After reviewing the September report, it was determined that it needs some corrections. A new September report will be handed out after the changes have been made.</p>																																			
<i>XII. School Construction</i>	<p>This goal is completed. No additional reporting is required.</p>																																			
<i>XIII. Assist PCSSD</i>	<p>Goal completed as of June 1995.</p>																																			
<i>XIV. Scattered Site Housing</i>	<p>This goal is completed. No additional reporting is required.</p>																																			
<i>XV. Standardized Test Selection to Determine Loan Forgiveness</i>	<p>Goal completed as of March 2001.</p>																																			
<i>XVI. Monitor School Improvement Plans</i>	<p>On October 10, 2008, ADE staff conducted a final peer review per rubric for district and building staff on the school improvement plans in preparation for the 08-09 submission. The meeting was conducted at the NLRSD Central Office with the District Director for School Improvement and Staff Development. Planning for additional visits, Federal program spending, audit, professional development and monitoring were also discussed.</p> <p>On October 1-2, 2008, ADE staff met in the PCSSD District Office to assist with final preparations for ACSIP monitoring. Supplied the district with interview questions and extra monitoring supplies. Discussed the ACSIP monitoring tool with the leadership team. Talked about the information the district should provide and the information that the schools should provide.</p> <p>On October 3, 2008, ADE staff presented the ACSIP monitoring instrument to the 13 PCSSD schools in School Improvement Year 3 or more. The training took place at the PCSSD District Office Conference Room C. Discussed how to prepare for ACSIP monitoring. Talked about the information the district would provide.</p>																																			

IMPLEMENTATION PHASE ACTIVITY	PMT EXECUTIVE SUMMARY AS OF OCTOBER 31, 2008
<b><i>XVI. Monitor School Improvement Plans (Continued)</i></b>	<p>On October 6, 2008, ADE staff met at Sylvan Hills High School in the PCSSD with the principal and the academic coaches. Discussed preparations for monitoring and improvements needed in ACSIP.</p> <p>On October 7, 2008, ADE staff met at Oak Grove High School in the PCSSD with the principal. Discussed preparations for monitoring and improvements needed in ACSIP.</p> <p>On October 7, 2008, ADE staff met at Landmark Elementary School in the PCSSD with the principal and the academic coaches. Discussed preparations for monitoring and improvements needed in ACSIP.</p> <p>On October 10, 2008, ADE staff met at Fuller Middle School in the PCSSD with the principal and the academic coaches. Discussed preparations for monitoring and improvements needed in ACSIP.</p>
<b><i>XVII. Data Collection</i></b>	<p>The ADE Office of Public School Academic Accountability has released the 2007 Arkansas School Performance Report (Report Card). Reading and Science ACT scores were added to the 2007 Report Card. The purpose of the Arkansas School Performance Report is to generally improve public school accountability, to provide benchmarks for measuring individual school improvement, and to empower parents and guardians of children enrolled in Arkansas public schools by providing them with the information to judge the quality of their schools. The Department of Education annually publishes a school performance report for each individual public school in the state, and distributes the report to every parent or guardian of a child in kindergarten through grade twelve (K-12) in the public schools of Arkansas.</p>

IMPLEMENTATION PHASE ACTIVITY	PMT EXECUTIVE SUMMARY AS OF OCTOBER 31, 2008
<b><i>XVIII. Work with the Parties and ODM to Develop Proposed Revisions to ADE's Monitoring and Reporting Obligations</i></b>	<p>On July 10, 2002, the ADE held a Desegregation Monitoring and Assistance Plan meeting for the three school districts in Pulaski County. Mr. Willie Morris, ADE Lead Planner for Desegregation, presented information on the No Child Left Behind Act of 2001. A letter from U.S. Secretary of Education, Rod Paige, was discussed. It stated that school districts that are subject to a desegregation plan are not exempt from the public school choice requirements. "If a desegregation plan forbids the school district from offering any transfer option, the school district should secure appropriate changes to the plan to permit compliance with the public school choice requirements".</p> <p>Schools in Arkansas have not yet been designated "Identified for Improvement". After a school has been "Identified for Improvement", it must make "adequate yearly progress". Schools that fail to meet the definition of "adequate yearly progress", for two consecutive years, must provide public school choice and supplemental education services. A court decision regarding the LRSD Unitary Status is expected soon. The LRSD and the NLRSD attended the meeting. The next meeting about the Desegregation Monitoring and Assistance Plan will be held in August, 2002, after school starts.</p>

**NEWLY EMPLOYED FOR THE PERIOD OF October 1, 2008 – October 31, 2008**

**\*Demetra Baxter-Kegler – Public School Program Advisor, Grade 21, Division of Learning Services, Arkansas Comprehensive School Improvement Plans- Federal (ACSIP), effective 10/20/08.**

**Lisa Gaddy – Agency Program Coordinator, Grade 21, Central Administration, Legal Services, effective 10/02/08.**

**Stephen Hayes – Area Project Manager, Grade 23, Division Public School Academic Facilities and Transportation (DPSAFT), effective 10/06//08.**

**Sheryl Norwood – Public School Program Advisor, Grade 21, Professional Development, effective 10/20/08. Rehire**

**Jerry Swope – Public School Program Advisor, Grade 21, Division of Fiscal and Administrative Services, Child Nutrition, effective 10/20/08. Rehire**

**PROMOTIONS/ LATERAL TRANSFERS FOR THE PERIOD OF October 1, 2008 – October 31, 2008**

**\*John Gillam – from Applications System Analyst, Grade 21, Division of Research and Technology, Network and Desktop Support, to Systems Programmer, Grade 22, Division of Research and Technology, Network and Desktop Support, effective 10/06/08. Promotion**

**SEPARATIONS FOR THE PERIOD OF October 1, 2008 – October 31, 2008**

**Rondi Davidson – Administrative Assistant II, Grade 17, Arkansas Public School Computer Network, effective 10-10-08. 0 Years, 1 Month, 2 Days. Code: 1**

**\*Mary Williams – Administrative Assistant II, Grade 17, Division of Learning Services, Standards Assurance, effective 10-31-08. 30 Years, 0 Months, 27 Days. Code: 01**

**\*Minority**

**AASIS Code:  
Voluntary – 01  
Retirement - 01**



November Waiver Requests  
08-09

LEA	District	# Waivers Requested	Teacher	License Areas	Out of Area	ALP Code	Yrs ALP	Granted/ Denied
	ADE Distance Learning Center	1	Montgomery, Holly	English 7-12, ESL P-12	Drama/Speech 7-12	208	08-09	Granted
10-02	Arkadelphia School District	1	Crawley, Sandra Jo	PE, Social Studies, Special Education P-12	Curriculum Program Administrator - Special Education	320	08-09	Granted
	Arkansas State Hospital	1	Stone, Carolyn	English 7-12	Special Education 4-12	230	08-09	Granted
73-01	Bald Knob School District	3	Altom, Sarah	ECE P-4	Special Education 4-12	230	07-08, 08-09	Granted
			Moore, Justin	Secondary Social Studies	Coaching 7-12	293	08-09	Granted
			Scott, Tyler	PE/Health, MS Social Studies	Social Studies 7-12	167	08-09	Granted
	Baxter County Alternative School	1	Harris, Jeffrey Jay	Middle Childhood Education	Mathematics 7-12	200	08-09	Granted
52-01	Bearden School District	1	McWhorter, Jana	Elementary K-6	Business Education 7-12	225	08-09	Granted
63-02	Benton School District	4	Goodin, Angela	Bldg. Adm., Middle Childhood Education	Algebra 1 Endorsement	209	08-09	Granted
			Lee, Nancy	ECE P-4, Elem K-6, Special Education P-4	Special Education 4-12	230	06-07, 07-08, 08-09	Granted
			Mercer, James Kevin	PE/Wellness/Leisure 7-12, Coaching	Special Education 4-12	230	07-08, 08-09	Granted
			Roseberry, Morgan	ECE P-4	Gifted & Talented P-8	305	07-08, 08-09	Granted
40-01	Bentonville School District	23	Baker, Elizabeth	ECE P-4	ESL P-4	307	08-09	Denied
			Birge, Michelle	Middle Childhood Education	Special Education 4-12	230	06-07, 07-08, 08-09	Denied
			Brown, Stacie	ECE P-4	Special Education P-4	231	06-07, 07-08, 08-09	Denied
			Coaten, Jennifer	Mathematics	Special Education 4-12	230	05-06, 06-07, 07-08	Denied
			Ferguson, Roger	Social Studies 7-12	Special Education 4/12	230	08-09	Denied
			Giriso, Debra	Middle Childhood Education	Special Education 4/12	230	08-09	Denied

November Waiver Requests  
08-09

LEA	District	# Waivers Requested	Teacher	License Areas	Out of Area	ALP Code	Yrs ALP	Granted/ Denied
Bentonville School District Continued			Hagers, Jeff	Spanish	Building Level Administrator	313	08-09	Denied
			Kinney, Tambie	Social Studies	School Counselor	300	07-08, 08-09	Denied
			Knapp, Elizabeth	English 7-12	Special Education	230	07-08, 08-09	Denied
			Lane, Stephanie	Elementary, Administration K-9	Middle School Math/Science	168	07-08, 08-09	Granted
			Mayer, Ray	Mathematics	Coaching 7-12	293	07-08, 08-09	Denied
							06-07, 07-08, 08-09	
			Murphy, Eloise	Middle Childhood Education	Special Education 4-12	230	07-08, 08-09	Denied
			Penturf, Kari	Mathematics	Coaching 7-12	293	07-08, 08-09	Denied
			Price, Erin	Social Studies	Special Education 4-12	230	08-09	Denied
			Richardson, Randy	Mathematics, Building Administrator	Coaching 7-12	293	07-08, 08-09	Denied
			Robertson, Susan	ECE P-4	Mathematics 7-12	200	07-08, 08-09	Denied
				ECE P-4, Middle School Social Studies, Elementary 1-6			07-08, 08-09	
			Shofner, Marisa		School Counselor	299, 300	07-08, 08-09	Denied
			Short, Nicole	ECE P-4	School Counselor	299, 300	06-07, 07-08, 08-09	Granted
			Smart, Tracy	ECE P-4, 5th/6th Endorsement	Gifted & Talented	305, 306	08-09	Denied
			Stadel, Robert	Life/Earth Science	Coaching 7-12	293	07-08, 08-09	Denied
			White, Michelle	Special Education 4-12	Special Education P-4	231	06-07, 07-08, 08-09	Denied
			Whorton, Toma	Middle School Science	Physical/Earth Science	169	06-07, 07-08, 08-09	Denied

November Waiver Requests  
08-09

LEA	District	# Waivers Requested	Teacher	License Areas	Out of Area	ALP Code	Yrs ALP	Granted/ Denied
	Bentonville School District Continued		Woody, Jeremy	Mathematics	Coaching 7-12	293	07-08, 08-09	Denied
08-01	Berryville School District	3	Dickey, Lisa	ECE P-4, ESL	Middle Level Education	002, 168	08-09	Denied
			Kastelberg, Rebecca	Reading, Language	Library Media P-12	295, 296	08-09	Granted
			Standlee, Jonie	French, Social Studies, ESL	School Counselor	299, 300	08-09	Granted
29-01	Blevins School District	1	Lee, Cynthia	Elementary, Special Education, Reading Specialist	Curriculum Program Administrator	321, 322	08-09	Granted
42-01	Booneville School District	1	Gordon, Patricia	Special Education P-12	Curriculum Program Administrator - Special Education	320	07-08, 08-09	Granted
37-01	Bradley School District	1	Covington, Brenda	ECE P-4	5th/6th Endorsement	107	06-07, 07-08, 08-09	Granted
63-03	Bryant School District	20	Allen, Melissa	ECE P-4	Special Education 4-12	230	07-08, 08-09	Granted
			Avra, Whitney	ECE P-4, ESL P-12	Gifted & Talented	305, 306	08-09	Granted
				ECE P-4, Middle School Social Studies, Elementary 1-6				
			Benson, Sheila		Gifted & Talented	305, 306	08-09	Granted
			Catlett, Jessica	ECE P-4, ESD P-12	Gifted & Talented	305, 306	08-09	Granted
							06-07, 07-08, 08-09	
			Currey, Lynda	Secondary PE, Coaching	Special Education P-4	231	08-09	Granted
							06-07, 07-08, 08-09	
			Dees, Kenneth	Middle Childhood Education, Social Studies 7-12	Special Education 4-12	230	08-09	Granted
			Ford, Judy	Special Education P-4	Special Education 4-12	230	07-08, 08-09	Granted
			Foster, Maro	ECE P-4, 5th/6th Endorsement	Special Education 4-12	230	08-09	Granted
			Gillett, Hazel	ECE P-4	Special Education 4-12	230	07-08, 08-09	Granted

November Waiver Requests  
08-09

LEA	District	# Waivers Requested	Teacher	License Areas	Out of Area	ALP Code	Yrs ALP	Granted/ Denied
<b>Bryant School District Continued</b>			Goodwin, Corrie	Middle Childhood Education, PE/Wellness/Leisure P-12	Special Education 4-12	230	08-09	Granted
			Grant, Autumn	ECE P-4	Gifted & Talented P-12	305, 306	07-08, 08-09	Granted
			Hartsfield, Rebecca	Elementary K-6	Gifted & Talented P-12	305, 306	07-08, 08-09	Granted
			Henson, Ginger	Elementary K-6, Middle School Social Studies	Special Education 4-12	230	08-09	Granted
			McKell, Ashley	Elementary K-6, Middle School Social Studies	Middle Childhood Math/Science	168	08-09	Granted
			Minton, Shannon	Middle Childhood Education	Special Education 4-12	230	07-08, 08-09	Granted
			Monroe, Megan	Middle Childhood Education, ECE P-4	Gifted & Talented P-12	305, 306	07-08, 08-09	Granted
			Thomas, Connie	ECE P-4, Elem 1-6	Special Education 4-12	230	07-08, 08-09	Granted
			Thomas, Kathryn	ECE P-4	Building Level Administrator	312	08-09	Denied
			Walker, Joan	Elementary K-6, Special Education P-4, 4-12	Gifted & Talented	305, 306	07-08, 08-09	Granted
			Wright, Jim	Secondary Health, Secondary PE, Social Studies 7-12	Special Education 4-12	230	06-07, 07-08, 08-09	Denied
			Bryant, Sarah	ECE P-4	5th/6th Endorsement	107	08-09	Granted
			Barnett, Judy	ECE P-4	Library Media	295	08-09	Granted
			Meredith, Pamela	English 7-12	Drama/Speech	208	08-09	Granted
<b>32-12 Cedar Ridge School District</b>		<b>4</b>	Toon, Cheryl	Elementary K-6	English 7-12	166	08-09	Granted
			Woods, Carol	Elementary 1-6	Gifted & Talented	305, 306	08-09	Granted
			Henderson, Misty	ECE P-4	Special Education 4-12	230	07-08, 08-09	Granted
<b>17-02 Cedarville School District</b>		<b>4</b>	Hernandez, Telitha	Middle Childhood Education	School Counselor	299, 300	08-09	Granted

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LEA	District	# Waivers Requested	Teacher	License Areas	Out of Area	ALP Code	Yrs ALP	Granted/ Denied
	Cedarville School District Continued		Reese, Cathy	ECE P-4, Elementary K-6, Driver's Education	Library Media	295, 296	08-09	Granted
			Stephens, Stacy	Elementary K-6, Special Education 4-12	Special Education P-4	231	07-08, 08-09	Granted
48-02	Clarendon School District	5	Bell, John	Secondary Principal, Health, PE, Coaching	Mathematics 7-12	200	08-09	Granted
			Harvel, Mark	ECE P-4	Music K-6	203, 205	08-09	Granted
							06-07, 07-08,	
			Marshall, Michelle	Elem K-6	Art K-6	201	08-09	Granted
			Tygart, Jay	English 7-12	Drama/Speech	208	08-09	Denied
			Tygart, Jay	English 7-12	Journalism 7-12	108	08-09	Denied
36-01	Clarksville School District	2	Ashlock, Anita	Elem 1-6	Special Education	231	07-08,	
			Wilcox-Trusty, Cassie	ECE P-4	Special Education	231	08-09	Granted
							08-09	Denied
			Worthen, Julie	ECE P-4	Special Education P-4	231	07-08,	
19-01	Conway County Center for Exceptional Children Cross County School District	3	Baker, Melinda	ECE P-4	Special Education 4-12	230	08-09	Granted
			White, Jeanette	ECE P-4, G/T	Special Education P-4	231	08-09	Granted
			Wilson, Carolyn	Elementary 1-6, School Counselor K-12	Curriculum Coordinator 7-12	314, 315	08-09	Granted
			Carlton, Lindsay	ECE P-4, Middle School Math/Science	Algebra 1 Endorsement	209	08-09	Granted
02-01	Crossett School District	2	Stephenson, Kristy	Elementary 1-6	Middle School Math/Science	168	07-08, 08-09	Denied
26-01	Cutter Morning Star School District	1	Dixon, Stephanie	Middle Level Education	Special Education 4-12	230	08-09	Granted
75-04	Dardanelle School District	1	Smith, Katina	PE/Wellness/Leisure			06-07,	
				Elementary 1-6, Special Education P-12, Administration P-8, Reading Specialist K-12	Special Education 4-12	230	07-08, 08-09	Granted
04-02	Decatur School District	1	Duncan, Jean		ESL	307, 308	08-09	Granted

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LEA	District	# Waivers Requested	Teacher	License Areas	Out of Area	ALP Code	Yrs ALP	Granted/ Denied
51-06	Deer/Mt. Judea School District	3	King, Melissa	ECE P-4, Middle School English/Social Studies, Reading Specialist	Curriculum/Program Administrator	314	07-08, 08-09	Granted
			Napier, Brenda	Bldg. Adm. P-12, Mathematics	Curriculum/Program Administrator	314, 315	06-07, 07-08, 08-09	Denied
			Spivey, Joy	Social Studies 7-12	ECE P-4	001	08-09	Granted
55-01	Delight School District	3	Hamm, Bonnie	ECE P-4	Special Education 4-12	230	07-08, 08-09	Granted
			Morris, Cassandra	Social Studies	Drama/Speech	208	07-08, 08-09	Granted
			Smith, Laura	ECE P-4	Special Education P-4	231	07-08, 08-09	Granted
59-01	Des Arc School District	2	Dias, Lincoln	Social Studies, Driver's Education	School Counselor P-8	299	07-08, 08-09	Granted
			Holland, Cheryl	Middle Childhood Social Studies, Elementary K-6	Gifted & Talented	305, 306	08-09	Granted
01-01	DeWitt School District	3	Duncan, Jacqueline	Special Education P-4	Special Education 4-12	230	07-08, 08-09	Granted
			Padgett, Meagan	ECE P-4	Gifted & Talented	305, 306	07-08, 08-09	Granted
			Trites, Kathy	MS English, Drama/Speech, School Counseling	Special Education P-4	231	05-06, 06-07, 07/08	Granted
21-04	Dumas School District	1	Cox, Dinah	Elementary 1-6	ESL	307, 308	08-09	Granted
80-02	Eureka Springs School District	1	Rogers, Amy	Middle School English, English 7-12	Middle Childhood Elementary	002, 168	08-09	Granted
72-02	Farmington School District	1	West, Kent V	PE/Wellness/Leisure	Special Education 4-12	230	07-08, 08-09	Granted
72-03	Fayetteville School District	3	Mobley, Mandy	Middle Childhood Education	Mathematics 7-12	200	07-08, 08-09	Granted
			Partridge, Shelley	ECE P-4, Middle Childhood Education	Special Education 4-12	230	08-09	Granted
			Ternes, Richard	PE/Wellness/Leisure P-12, Coaching 7-12	Career Orientation	411	08-09	Granted



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LEA	District	# Waivers Requested	Teacher	License Areas	Out of Area	ALP Code	Yrs ALP	Granted/ Denied
62-01	Forrest City School District	2	Bokker, Kristen Murphy, Bettina	ECE P-4 Elem 1-6, Bldg. Adm. P-8	Special Education P-4 & 4-12 Gifted & Talented	230, 231 305, 306	08-09 08-09	Granted Granted
08-03	Green Forest School District	1	Flippo, Trixie Roxanne	NOT Licensed -	English 7-12	166	08-09	Granted
10-03	Gurdon School District	1	Britt, Lynn	ECE P-4	Special Education 4-12	230	06-07, 07-08, 08-09	Granted
63-04	Harmony Grove School District	1	Britt, Megan	Social Studies	Drama/Speech	208	08-09	Granted
05-03	Harrison School District	1	Martin, Tracie	ECE P-4	Special Education P-4	231	08-09	Granted
66-04	Hartford School District	5	Morris, Robin	Middle Childhood Education	ECE P-4	001	08-09	Granted
							06-07, 07-08, 08-09	Granted
			Reed, Amber	Social Studies	Special Education	230, 231	08-09	Granted
			Rink, Gladys	English, Social Studies, Speech, Journalism	School Counselor	299, 300	07-08, 08-09	Granted
			Ryan, Jennifer	ECE P-4	Special Education	230, 231	07-08, 08-09	Granted
			Shores, Hermie	Social Studies, German, Psychology	Speech Endorsement	114	07-08, 08-09	Granted
59-03	Hazen School District	1	Cox, Rebecca	Language Arts 7-12	Speech Endorsement	114	08-09	Denied
06-01	Hermitage School District	4	Ford, Jeff	English 7-12	Drama/Speech P-12	207, 208	08-09	Granted
			Humphries, Melissa	Middle Childhood Education	Physical/Earth Science, Life/Earth Science	169, 170	08-09	Denied
			Mauldin, Gregory	Health Education, Sec. PE, Coaching	Social Studies 7-12	167	08-09	Denied
			Stewart, Jeffrey	Secondary PE, Coaching, Middle School Science	Journalism 7-12	108	08-09	Denied
38-04	Hoxie School District	1	Eitter, Amanda	FACS	School Counseling	299	08-09	Granted
38-40	Imboden Area Charter School	6	Helton, Chara	Special Education Hearing Specialist P-12	Special Education	230, 231	08-09	Granted
			Pillow, Johanna Jerion	Elementary 1-6	Middle Childhood Education	002, 168	08-09	Granted
			Pillow, Johanna Jerion	Elementary 1-6	Career Orientation	N/A	08-09	Granted
			Warren, Judy	Middle Childhood Education	Algebra 1 Endorsement	209	08-09	Granted

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LEA	District	# Waivers Requested	Teacher	License Areas	Out of Area	ALP Code	Yrs ALP	Granted/ Denied
	Imboden Area Charter School Continued		Wells, Matthew	Middle Childhood Education	Business Technology 4-8	224	08-09	Granted
			Wells, Matthew	Middle Childhood Education	PE/Wellness/Leisure P-8	235	08-09	Granted
33-06	Izard County School District	1	Treat, Danielle	English	Drama/Speech	208	08-09	Granted
16-08	Jonesboro School District	7	Bookout, Sherry	Business Technology	School Counselor	299, 300	06-07, 07-08, 08-09	Denied
			Cochenour, Jessica	ECE P-4	Special Education P-4	231	08-09	Denied
			Cranfill-Clayton, Mary Margaret	Elementary K-6	Gifted & Talented	305, 306	07-08, 08-09	Granted
			Dunivan, Pam	Art P-12	FACS 4-8, 7-12	214, 215	07-08, 08-09	Denied
			Miles, Cindy	Arkansas License Expired	Building Level Administrator	313	07-08, 08-09	Denied
			Pierce, Brooke	Middle Childhood Education	School Counselor	299, 300	06-07, 07-08, 08-09	Granted
			Shoemaker, Tracy	ECE P-4, Reading Specialist P-8, Elementary K06	School Counselor	299, 300	06-07, 07-08, 08-09	Granted
26-06	Lakeside School District (Hot Springs)	4	Buth, Gina	ECE P-4, Elementary	Special Education 4-12	230	07-08, 08-09	Denied
			Mayer, Teresa	Spanish 7-12, English 7-12	Oral Communications		08-09	Granted
			Scrivner, Peggy	English 5-8, Elementary 1-6	English 7-12	166	08-09	Granted
			Wright, Melissa	ECE P-4	Special Education	231	07-08, 08-09	Denied
66-05	Lavaca School District	1	Quain, Anthony	Elementary, Bldg. Level Adm.	Curriculum Program Administrator	314, 315	07-08, 08-09	Granted
42-02	Magazine School District	2	Love, Ashley	Instrumental Music	Drama/Speech	207, 208	08-09	Granted
			Porter, Karen	MS English, English 7-12, MS Social Studies	Drama/Speech	207, 208	08-09	Granted
30-03	Magnet Cove School District	3	Hamby, Mark	PE/Coaching 7-12	Social Studies 7-12	167	07-08, 08-09	Denied

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LEA	District	# Waivers Requested	Teacher	License Areas	Out of Area	ALP Code	Yrs ALP	Granted/ Denied
	<b>Magnet Cove School District Continued</b>		Samons, Lynda	Elementary Principal, Curriculum Specialist, Elementary, Special Education P-12	Curriculum Program Administrator	318, 319	08-09	Granted
			Whitley, Angie	ECE P-4, Elementary, Reading, MS Social Studies	Gifted & Talented	305, 306	08-09	Granted
14-02	<b>Magnolia School District</b>	7	Beavert, Haley	ECE P-4, Elementary K-6	Building Level Administrator	312	07-08, 08-09	Denied
			Camp, Brandy	ECE P-4	5th/6th Endorsement	107	07-08, 08-09	Denied
			Hardy, Tina	ECE P-4, Elementary K-6	Library Media	295, 296	08-09	Denied
			Harrell, Krista	PE P-12	Special Education P-4	231	07-08, 08-09	Denied
			Neill, Debbie	ECE P-4, Elementary K-6, Administration K-9	Special Education 4-12	230	07-08, 08-09	Granted
			Smith, Cassidy Flowers	ECE P-4	Gifted & Talented	305	07-08, 08-09	Denied
			Waters, Jessica	Social Studies	Special Education 4-12	230	08-09	Granted
66-06	<b>Mansfield School District</b>	1	Trotter, Jolene	Elementary 1-6	Special Education 4-12	230	08-09	Denied
57-03	<b>Mena School District</b>	1	Irons, Tammy	Elementary K-6	Gifted & Talented	305, 306	07-08, 08-09	Granted
31-04	<b>Mineral Springs School District</b>	6	Adcock, Cindi	Middle Childhood Education	School Counselor	300	08-09	Denied
			Pearson, Carletta	Middle Childhood Education	Special Education 4-12	230	07-08, 08-09	Denied
			Simmons, Eliza	Marketing & Business	Mathematics 7-12	200	06-07, 07-08, 08-09	Denied
			Volk, David	Provisional License Life/Earth Science	Physical/Earth Science	169	08-09	Denied
			Wilson, Shane	Social Studies	Mathematics 7-12	200	07-08, 08-09	Denied
			Witherington, John	PE/Health	Library Media	296	08-09	Denied

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LEA	District	# Waivers Requested	Teacher	License Areas	Out of Area	ALP Code	Yrs ALP	Granted/ Denied
03-03	Mountain Home School District	2	Camp, Rebecca	Elementary 1-6	Special Education 4-12	230	06-07, 07-08, 08-09	Granted
			Partney, Marsha	Elementary K-6, ECE P-4	Gifted and Talented	305	07-08, 08-09	Granted
69-01	Mountain View School District	2	Linn, Regina S.	Building Level Administrator P-8	Building Level Administrator	313	07-08, 08-09	Granted
			Rehm, Wendy	English 7-12	Drama/Speech 7-12	208	08-09	Granted
17-03	Mountainburg School District	1	Pinkerton, Debbie	ECE P-4	Special Education P-4	231	07-08, 08-09	Granted
17-04	Mulberry/Pleasant View Bi-County School District	3	Broyles, Stan	Elementary 1-6	Library Media	295, 296	07-08, 08-09	Denied
			Burt, Tammy	Elementary 1-6, Special Education P-4	Special Education 4-12	230	08-09	Denied
			Hallmark, Kim	ECE P-4	Gifted & Talented	295, 296	07-08, 08-09	Denied
55-04	Murfreesboro School District	2	Bonner, Pam	Bldg. Adm., Elementary, PE/Wellness/Leisure	School Counselor	299	08-09	Granted
			Jones, Traci	PE/Coaching	Special Education Supervisor	318, 319	07-08, 08-09	Granted
34-03	Newport Special School District	7	Harris, Kimberlie	Social Studies	School Counselor	300	07-08, 08-09	Denied
			Higginbottom, Katherine	Middle Childhood Education	Library Media	295	07-08, 08-09	Granted
			Honey, Cynthia	ECE P-4, Elementary K-6	Special Education P-4	231	08-09	Granted
			Miller, Brent	Social Studies 7-12	Gifted & Talented	305, 306	08-09	Granted
			Rhodes, Kimberlie	Not Licensed	Special Education 4-12	230	08-09	Denied
			Thompson, Marilyn	Elementary 1-6	Special Education 4-12	230	08-09	Granted
			Witcher, Carla	Middle School Language Arts/Social Studies	English 7-12	166	07-08, 08-09	Denied
05-04	Omaha School District	5	Cofflet, Nancy	MS Math/Science	Physical/Earth Science	169	08-09	Denied
			Garvin, Gwendolyn	MS English, Reading	English 7-12	166	08-09	Granted
			Huskey, Micha	FACS 4-8, 7-12; Life & Earth Science 7-12	Special Education 4-12	230	07-08, 08-09	Denied
			Rylee, Christall	ECE P-4, 5th/6th	Special Education P-4	231	07-08, 08-09	Granted
				Endorsement				

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LEA	District	# Waivers Requested	Teacher	License Areas	Out of Area	ALP Code	Yrs ALP	Granted/ Denied
	Omaha School District Continued		Thomason, Pam	MS Social Studies	Social Studies 7-12	166	08-09	Denied
47-13	Osceola School District	2	Alberson, Bobby	PE/Wellness/Leisure P-12, Coaching 7-12	Middle School English/Social Studies	2	08-09	Denied
			Alberson, Bobby	PE/Wellness/Leisure P-12, Coaching 7-12	Journalism 7-12	108	08-09	Denied
32-05	Palestine-Wheatley School District	2	Baker, Leigh	FACS, Middle Childhood Education	Career Orientation	411	08-09	Granted
			McDermott, Michael	PE K-12	Mathematics 7-12	200	08-09	Granted
28-08	Paragould School District	2	Nicole, Amber	ECE P-4	Special Education 4-12	230	07-08, 08-09	Denied
			Walton, Shannon	Middle Childhood Education	School Counselor	299, 300	08-09	Denied
70-07	Parkers Chapel School District	1	Rapp, Casey	Art K-12, English 5-8	Gifted & Talented	305, 306	08-09	Granted
04-07	Pea Ridge School District	6	Harris, Misty	English 7-12	Library Media	296	06-07, 07-08, 08-09	Granted
			May, Crystal	English 7-12	Drama Endorsement	113	08-09	Granted
			Reynolds, Josh	Social Studies	Coaching 7-12	293	07-08, 08-09	Granted
			Tiarks, Crystal	English 7-12	Special Education 4-12	230	07-08, 08-09	Granted
			Treadwell, Jeff	Social Studies	Special Education 4-12	230	07-08, 08-09	Granted
			Wann, Chris	PE	Special Education 4-12	230	07-08, 08-09	Granted
53-03	Perryville School District	1	Tolley, Kelly	English/Language Arts 7-12	School Counseling	299, 300	07-08, 08-09	Denied
35-05	Pine Bluff School District	3	Boyd, Elfreda	Business Education, Career Orientation	School Counselor	300	08-09	Denied
			Kimball, Robert	PE/Wellness/Leisure, 7-12	PE/Wellness/Leisure	227, 228	07-08, 08-09	Denied
			Myers, Stephanie	PE/Wellness/Leisure P-12	Mathematics 7-12	200	08-09	Denied
27-03	Poyen School District	1	Kelly, Brandon	PE/Wellness/Leisure, Coaching, Driver's Ed	Middle School Math/Science	168	08-09	Granted

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LEA	District	# Waivers Requested	Teacher	License Areas	Out of Area	ALP Code	Yrs ALP	Granted/ Denied
50-06	Prescott School District	4	Beard, Stephanie Estes, Timothy Maxwell, Debbie	Social Studies Life/Earth Science ECE P-4	English 7-12 Physical/Earth Science 5th/6th Endorsement	166 169 107	08-09 08-09 08-09	Granted Denied Denied
12-03	Quitman School District	3	Wilson, Willie Byrd, Virginia Fairfield, Rhonda	Social Studies 7-12 English, Business Ed, Middle Childhood Education Business Education	Agriculture Education 7-12 Drama/Speech School Counseling	219 208 299	08-09 07-08, 08-09 08-09	Granted Granted Granted
11-06	Rector School District	1	Ogle, Angela Edington, Sonya	Elementary 1-6 PE P-12				Granted
	Rivendell	1	Wilkerson, Michael Eugene	ECE P-4, Middle Childhood Education	English 7-12	166	08-09	Granted
16-13	Riverside School District	2	Butler, Lori Clem, Richard	English Social Studies	Special Education 4-12 Drama/Speech English 7-12	230 208 166	08-09 08-09 08-09	Granted Denied Granted
04-05	Rogers School District	12	Dewbre, Kathy Downing, Lance Hotelling, Darren Huntsinger, Mabel Kaylor, Kim Luhtanen, Sarah Prock, John Roberts, Kory Smith, Nakia Starnes, Lisa Taylor, Lindsey Thompson, Andrea	Elem 1-6, Art P-12 PE/Wellness/Leisure P-12 Life/Earth Science FACS 7-12 FACS 4-8, 7-12 English 7-12 Life/Earth Science Life/Earth Science Art P-12, ESL ECE P-4 Middle Childhood Education ECE P-4	School Counselor Middle Childhood Education Physical/Earth Science Spanish Special Education PE/Wellness/Leisure P-12 Physical/Earth Science Physical/Earth Science Coaching 7-12 Gifted & Talented Special Education Library Media	299 002, 168 169 004 230 235, 236 169 169 293 305 230 295, 296	07-08, 08-09 08-09 08-09 08-09 08-09 08-09 08-09 06-07, 07-08, 08-09 07-08, 08-09 08-09 08-09	Denied Granted Granted Granted Denied Granted Granted Denied Denied Denied Denied Granted
25-02	Salem School District	1	Barker, Steven	Social Studies Elementary 1-6 and MS	Physical/Earth Science	169	08-09	Granted
65-02	Searcy County School District	8	Armes, Misty	Social Studies	PE/Wellness/Leisure P-8	227	07-08, 08-09	Denied

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LEA	District	# Waivers Requested	Teacher	License Areas	Out of Area	ALP Code	Yrs ALP	Granted/ Denied
Searcy County School District Continued			Baysinger, Timothy	Life/Earth Science	Mathematics 7-12	200	08-09	Denied
			Brown, Virginia	ECE P-4	Special Education 4-12	230	08-09	Denied
			Bruce, Mary	ECE P-4, ESL P-12	Special Education P-4	231	07-08, 08-09	Denied
			Cox, Lisa	Biology 7-12	Middle Childhood Education	002, 168	08-09	Denied
			Gorton, Cindy	Middle Childhood Education	Special Education 4-12	230	07-08, 08-09	Granted
			Searight, Randolph	Vocal/Instrumental Music	English 7-12	166	08-09	Granted
			Smithson, Sandra	Elementary 1-6, MS Social Studies & MS English	English 7-12	166	08-09	Granted
			Cole, John	Vocal Music	Gifted & Talented	305, 306	08-09	Granted
71-04 Shirley School District		1						
52-06 Stephens School District		2	Davis, Veronica	Middle Childhood Education	English 7-12	166	08-09	Granted
			Simpson, Janice	Middle Childhood, Elementary, Library Media	Journalism 7-12	108	08-09	Granted
70-09 Strong-Huttig School District		1	Kinchen, Jessica	ECE P-4	Music	203, 205	08-09	Denied
01-04 Stuttgart School District		4	Clawson, Carol Jean	ECE P-4	Special Education P-4	231	08-09	Granted
			Gunnell, John	PE/Health	Special Education 4-12	230	08-09	Granted
			White, Lori	ECE P-4	Special Education P-4	231	07-08, 08-09	Granted
			Yancey, Mary Katherine	Science 7-12	Algebra 1 Endorsement	209	08-09	Granted
56-05 Trumann School District		1	Renshaw, Shawn	ECE P-4	School Counselor	299, 300	06-07, 07-08, 08-09	Denied
17-05 Van Buren School District		14	Bauer, Britt	Health, PE, Coaching, MS Social Studie, Social Studies 7-12	Building Level Administrator	313	07-08, 08-09	Granted
			Davis, Steve	Social Studies	Building Level Administrator	312, 313	08-09	Granted
			Dodson, Brian	Social Studies	Coaching 7-12	293	07-08, 08-09	Granted

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LEA	District	# Waivers Requested	Teacher	License Areas	Out of Area	ALP Code	Yrs ALP	Granted/ Denied
Van Buren School District Continued			Dollard, Michelle	Social Studies	Special Education	230	07-08, 08-09	Denied
			Donaghue, Jace	Middle Level English/Social Studies	Special Education	230	06-07, 07-08, 08-09	Denied
			Gammill, Jeanne	Middle School Social Studies, Elementary 1-6, Business Technology	Special Education	230	08-09	Denied
			Garner, Brian	Middle Childhood Education	Physical/Earth Science	169	08-09	Granted
			Honeyman, Jason	Social Studies	Special Education	230	08-09	Granted
			Johnston, Pamela	ECE P-4	Gifted & Talented	305, 306	08-09	Granted
			Lincks, Jennifer	ECE P-4	Gifted & Talented	305, 306	08-09	Granted
			Pope, Kymberly	ECE P-4, Social Studies	Special Education	231	07-08, 08-09	Granted
			Powers, Kimberly	Middle Childhood Education	Coaching 7-12	293	07-08, 08-09	Granted
			Salisbury, Marti	ECE P-4	Gifted & Talented	305, 306	08-09	Denied
			Summerhill, Marlene	ECE P-4, Elem. K-6	Library Media	295, 296	07-08, 08-09	Denied
			Wilson, Monique	English	Special Education 4-12	230	07-08, 08-09	Granted
			Clarke, Janet Yates	Vocational Business	Mathematics 7-12	200	08-09	Granted
			Metcalf, Ron	Special Education, Social Studies, Coaching	Building Level Administrator	312	07-08, 08-09	Granted
06-02 35-09	Warren School District Watson Chapel School District	1 3	Walker, Ryan	Elementary K-6, Middle School Social Studies, Business Tech 4-8	Building Level Administrator	312, 313	07-08, 08-09	Granted
			McMurry, Johnna Sue	Business Ed, Curriculum Specialist	School Counseling	300	07-08, 08-09	Granted
			Brandon, Laura	ECE P-4	Library Media	295, 296	08-09	Granted



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LEA	District	# Waivers Requested	Teacher	License Areas	Out of Area	ALP Code	Yrs ALP	Granted/ Denied
72-08	Watson Chapel School District Continued	1	Jones, Sara	English, Journalism, Speech	Middle Childhood English/Social Studies 5-8	002	08-09	Granted
			Sullivan, Nathan	PE/Coaching, Special Education P-12	PE/Wellness/Leisure	235	08-09	Granted
			Webb, Crystal Lane	English 7-12	Drama/Speech	208	08-09	Granted
			Killmar, Julia	Elementary 1-6	School Counselor	299	07-08, 08-09	Granted
75-09	West Memphis School District	2	McClure, Annette	MS English/Social Studies, Elementary	Gifted & Talented	305	06-07, 07-08, 08-09	Granted
			Hill, Patricia	ECE P-4	Special Education P-4	231	08-09	Granted
			Sumpter, Dana	Art P-12	Gifted & Talented	305, 306	08-09	Granted
16-02	Westside Consolidated School District	1	Pickering, Ashley	ECE P-4	Special Education	230	08-09	Granted
36-06	Westside School District (Johnson County)	2	Mars, Gina	Spanish, Social Studies, ESL P-12	English 7-12	166	08-09	Granted
			Smith, Robert S.	Social Studies	Special Education 4-12	230	07-08, 08-09	Granted
15-05	Wonderview School District	4	Brown, Karen	Social Studies	Special Education	230	08-09	Granted
			Jones, Cathy	Business Education, Gifted & Talented	Special Education	230	07-08, 08-09	Granted
			Tindall, Erica	ECE P-4	Gifted & Talented	305, 306	08-09	Granted
			Turley, Melanie	English 7-12	Drama/Speech	207, 208	07-08, 08-09	Granted
101	School Districts	274	November Waivers			Total Granted	185	
						Total Denied	89	
						Total Waivers	274	
						for November 2008		

**Long Term Substitute Waivers Requested  
for  
November 2008**

<b>LEA</b>	<b>District</b>	<b># Waivers Requested</b>	<b>Teacher of Record</b>	<b>Subject</b>	<b>Substitute Name</b>
10-02	Arkadelphia School District	2	Elizabeth Hill <b>none - DENIED</b>	6th Grade Biology	Bryan Christenson Tobin Fulmer
04-01	Bentonville School District	1	Tina Holleman	First Grade	Honie Lawrence
43-04	Cabot School District	2	Anna Robertson Cindi Connell	High School Science Special Education	Scharidi Barber Teri Haar
24-03	County Line School District	1	deceased	Music	Eleanor Williams
72-02	Farmington School District	1	Beverly Woodward	Business Education	Melissa Burton
44-01	Huntsville School District	2	Dianne Matzeder Nancy Stone	Special Education Special Education	Debra McCloud Eve Hoffman Borg
69-01	Mountain View School District	1	Tonya Long	Kindergarten	Jana Peden
60-02	North Little Rock School District	6	Barbara Brown	Career Orientation Middle Childhood English/Social Studies	Lawrence Green  Cathy Midkiff
			Elena Reyes-Lovins		
			Emily Martinez	Elementary Art	Julie Roberts
			Kathy Gray	Drama/Speech	Erin McGhee
			Lori Harms	Biology	Melinda Coleman
			Tim Koller	Science	Tonya Smith
04-05	Rogers School District	5	Angela Holmberg Jennifer Kelley	ESL Middle School English	Ryan Redfeairn Francie Pool
			Korienne Toney	Middle School Social Studies	Brian Anderson
			Sarah Easterling	Middle School English	Jessica Harbour
			Shelley Emberson	Special Education	Cynthia Foster
16-12	Valley View School District	1	Brooklynn Rapert	High School Science	Martha Wright
06-02	Warren School District	2	Kasey Leigh Reep	Medical Professions Industrial Equipment Maintenance	Cristy Cathey  Lawrence Hill
18-03	West Memphis School District	1	Sutart Freeland Virginia Williams	Career Orientation	Jacqueline Arigbede
		<b># Substitute Waivers Requested</b>	<b>25</b>		

**ARKANSAS DEPARTMENT OF EDUCATION  
PROPOSED RULES AND REGULATIONS  
GOVERNING THE PURCHASE OF INSTRUCTIONAL MATERIALS BY  
ARKANSAS SCHOOL DISTRICTS**  
Proposed Revision March ~~October~~ 2008

**1.00 Regulatory Authority**

- 1.01 These regulations shall be known as the Arkansas Department of Education's regulations implementing Ark. Code Ann. §§ 6-21-402 through 6-21-413.
- 1.02 These regulations are enacted pursuant to the State Board of Education's authority under Ark. Code Ann. § 6-21-404 (Repl. 1993), as amended by Acts 280 and 605 of 1995.

**2.00 Purpose**

- 2.01 The purpose of these regulations is to describe how the Arkansas Department of Education (ADE) will implement Ark. Code Ann. §§ 6-21-402 through 6-21-413.
- 2.02 These regulations shall establish the general guidelines for the use of state funds for the purchase of instructional materials for Arkansas school districts for grades kindergarten through twelve (K-12) ~~for the school year 1995-96.~~

**3.00 Definitions**

- 3.01 Instructional materials: Traditional books, electronic books and trade books in printed ~~and form, electric form and~~ bound form; activity-oriented programs; manipulatives; handheld calculators; hands-on materials; and technology-based materials that require the use of electronic equipment in order to be used in the learning process.
- 3.02 Arkansas Textbooks/Instructional Materials List (State Recommended List): Those textbooks and other instructional materials that have been recommended by the state textbook committee.
- 3.03 State Textbooks/Instructional Materials Selecting Committee (state committee): Individuals recommended by the ~~Director~~ Commissioner of General Education and approved by the State Board to examine textbooks and other instructional materials and make recommendations for the State Recommended List.

#### **~~4.00 Distribution of Textbooks/Instructional Materials Funds~~**

- ~~4.01 For the 1995-96 each school year, the State Board of Education shall allocate a certain sum \$44.50 per ADM for the purchase of instructional materials in grades K-12.~~
- ~~4.02 The calculation of textbook aid shall be based on the previous year's first three quarter average ADM.~~
- ~~4.03 After the end of the first quarter of attendance, districts will receive instructional materials funding based upon actual student growth.~~
- ~~4.04 The amount funded per pupil will be the same for grades K-12. There will be no specific allocation amounts for the various grade levels.~~
- ~~4.05 Local school districts shall maintain documentation of expenditures for instructional materials to satisfy audit requirements.~~

#### **54.00 General Requirements**

- 54.01 The State Board will adopt a State Recommended List of Instructional Materials for each instructional level on all subject matter required by the Arkansas Standards for Accreditation.
- 54.02 The State Board shall make and execute state contracts with publishers who wish to provide instructional materials to be used in grades K-12 and who meet the pricing requirements of Ark. Code Ann. § 6-21-406.
- 54.03 Any instructional materials purchased with state funds must be consistent with the curriculum and educational goals established by the State Board of Education. If a district is denied purchase of instructional materials with state funds as a result of those items being declared inconsistent with the curriculum and educational goals established by the State Board of Education, that district may appeal the decision to the State Board of Education.
- 54.04 The Department of Education ~~on an annual basis~~ by March 15 of each year shall prepare and distribute to school districts a State Recommended List of Instructional Materials for all subjects that fall within the year's subject area selecting cycle.
- 5.05 School districts may select instructional materials from the State Recommended List or may purchase other instructional materials not on the recommended listing.
- 54.06 School districts must notify the Department of Education by ~~May 1~~ June of each year regarding the instructional materials the district wishes to purchase by state contract from the State Recommended List.

**54.07** School districts desiring to purchase instructional materials not on the State Recommended List must contact the Department of Education and identify those instructional materials which they desire to purchase with state funds. Districts desiring to use state funds to purchase instructional materials not on the State Recommended List must provide a justification for their specific request assuring that the materials requested are consistent with the curriculum and educational goals established by the State Board of Education. The request must also include an explanation of why the instructional materials on the State Recommended List were not considered appropriate for use by the district. The Department of Education will immediately seek to procure the required state contracts for these items. Districts should specifically identify these instructional materials and notify the Instructional Materials Unit of the ADE in writing by June 30 of each year.

#### **65.00 State Selecting Committee**

**65.01** The State Department of Education shall select statewide selection committees no later than June 15 of each school year. Each state committee shall be composed of members representative of the subject areas and grades being adopted and from the state at large. The committee shall include certified personnel from public schools and shall include a majority of classroom teachers.

**65.02** The state committee shall recommend a list of instructional materials consistent with the curriculum and educational goals established by the State Board.

#### **76.00 Purchasing Procedures**

**76.01** After the state contracts have been entered into by the publishers to provide instructional materials and each district has selected its own instructional materials, then each local school district shall procure the selected instructional materials from an appropriate book depository in the State of Arkansas or from another entity having a state contract for those specific instructional materials.

**76.02** No invoices for the purchase of instructional materials by local school districts shall be processed by the Arkansas Department of Education.

- 76.03 School districts shall maintain appropriate invoices and/or documentation of expenditures to demonstrate that the district has properly expended state funds allocated for instructional materials.

#### **87.00 Department Monitoring and Reporting**

- 87.01 The Arkansas Department of Education shall monitor to ensure that all districts in Arkansas comply with the provisions of Ark. Code Ann. § 6-21-401 through 6-21-413 ("The Free Textbook Act of 1975"). The primary methods of compliance shall be the Reports of Local Adoptions filed with the Arkansas Department of Education, and the inclusion of compliance with the provisions of Ark. Code Ann. §§ 6-21-401 through 6-21-413 within the list of items covered by a school district's Statement of Assurance which is filed with the Arkansas Department of Education, as set forth in Ark. Code Ann. § 6-15-202(f)(50).
- 87.02 Any school district failing to provide textbooks and other instructional materials to its students as provided for in Ark. Code Ann. § 6-21-403 shall be reported by the Arkansas Department of Education in its Annual School Performance Report.
- 87.03 The Arkansas State Board of Education, through the Arkansas Department of Education, shall report to the members of the House Education and Senate Education Committees annually any school district out of compliance by November 1, 2007, and each year thereafter.
- 87.04 The Arkansas Department of Education, in these Rules reaffirms its commitment to help ensure that public school districts, in a timely manner, provide textbooks and other instructional materials for all pupils attending the public schools of this state in grades Kindergarten through twelve (K-12), inclusive, in all subjects taught in those grades, without cost to the pupils.

RECEIVED  
ATTORNEY'S OFFICE

JUN 05 2008

DEPARTMENT OF EDUCATION  
GENERAL DIVISION

PULASKI COUNTY SPECIAL SCHOOL DISTRICT

925 East Dixon Road  
Little Rock, Arkansas 72206  
(501) 480-6289

## MEMORANDUM -- Sent Via FAX (501-682-4249)

Date: June 5, 2008  
To: Tripp Walter, Attorney, Arkansas Department of Education  
From: *RC* Dr. Robert L. Clowers, Director of Educational Accountability  
Subject: Public Comments Submitted in Written Format *in re* 1) Standards for Accreditation of Arkansas Public Schools and School Districts and 2) Proposed Rules and Regulations Governing the Purchase of Instructional Materials by Arkansas School Districts

Please find below public comments in written format that I am submitting on behalf of the Pulaski County Special School District in response to two public hearings. Our comments/suggested changes are identified in bold, underline font in the following narrative:

*Item 1. Standards for Accreditation of Arkansas Public Schools and School Districts*

6.0 Standard 1 Equal Educational Opportunities

Insert the following at the end of 6.02

**It is understood that nothing contained within these standards for accreditation of Arkansas public schools and school districts shall be interpreted to usurp, vitiate, or otherwise affect the jurisdiction and authority of any presiding federal district court overseeing the actions of any school district described in 6.02 above and no district affected herein shall forfeit or otherwise relinquish its right to seek relief from the presiding federal district court for matters arising from enforcement or implementation of these Standards of Accreditation.**

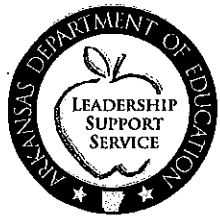
*Item 2. Proposed Rules and Regulations Governing the Purchase of Instructional Materials by Arkansas School Districts*

Insert the following to address the option of electronic textbook/materials and/or a combination of electronic and paper copy textbook/materials

3.01 Traditional textbooks, **electronic textbooks**, and trade books in printed form, **electronic form**, and bound form; . . .

Please let me know if you have any questions on our suggested changes/additions to the proposed rules/regulations.

cc: James Sharpe  
Dr. Beverly Ruthven  
Dr. Brenda Bowles  
Bill Barnes  
Rhonda Harnish  
Sam Jones



# ARKANSAS DEPARTMENT OF EDUCATION

Dr. T. Kenneth James  
Commissioner

**State Board  
of Education**

Randy Lawson  
Bentonville  
Chair

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Springdale  
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Dr. Ben Mays  
Clinton

Diane Tatum  
Pine Bluff

October 17, 2008

Dr. Martin Schoppmeyer, Superintendent  
Haas Hall Academy  
13370 Rheas Mill Road  
Farmington, AR 72730

Re: Notice of State Board Meeting

Dear Dr. Schoppmeyer:

This letter is to inform you that your request for a hearing regarding Haas Hall Academy will be considered at the State Board of Education's meeting on November 3, 2008. The meeting is scheduled to begin at 1:00 p.m. and will be held in the Auditorium of the Arch Ford Education Building at Four Capitol Mall in Little Rock, Arkansas. Be advised that Charter agenda items not considered by the State Board on November 3 will be considered on Tuesday, November 4, 2008 in the Auditorium of the Arch Ford Education Building, at a time to be announced at the November 3 meeting.

Please ensure that you have all necessary personnel in attendance, as well as all documentation in order to address any questions from the Arkansas State Board of Education concerning your request.

Please feel free to contact the Charter School Office at (501) 683-5313, should you have any questions.

Sincerely,

Mary Ann D. Brown, Ed.D.  
Charter Schools Program Director

MB/ms

c/c: Dr. Diana Julian, Deputy Commissioner  
Jeremy Lasiter, General Counsel

Four Capitol Mall  
Little Rock, AR  
72201-1019  
(501) 682-4475  
ArkansasEd.org



# OPEN ENROLLMENT CHARTER SCHOOL

## HAAS HALL ACADEMY

Farmington, AR

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### AMENDMENTS REQUESTED

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Hall Academy is requesting approval to move to 3155 North College Avenue in Fayetteville. In addition, Haas Hall would like to amend its charter to add 8th grade and to increase its enrollment cap to 320 students, starting with the 2009-2010 school year.

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### FACILITIES SITE REPORT

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**Date:** 10/9/08

- 1. Charter School:** Haas Hall Academy Charter School
- 2. Location:** (New proposed site) 3155 North College Ave. Fayetteville, AR
- 3. General Observations:** 8300 sq. ft. commercial building shell. Metal roof and structure, concrete slab with central heating and air conditioning from two package units mounted on slabs outside of the building. Parking not an issue due to ample on-site parking plus additional space in adjacent parking lots. There is a grass area that could be used for a playground. Owner intends to fence this area.
- 4. Academic Suitability:** To be determined.
- 5. ADA Accessibility:** To be addressed during construction. The parking lot and entrances are currently accessible and the new restrooms to be built will be made accessible as well as all other necessary construction requirements.
- 6. Life Safety Codes:** The City of Fayetteville has jurisdiction for this location. All enforcement of codes, state and local, will be addressed thru the Building Safety Department of the city.
- 7. Conclusion:** The school should receive a Certificate of Occupancy from the City of Fayetteville prior to being allowed to occupy the facility.
- 8. Recommendation:** A follow-up inspection should be conducted prior to occupancy. Additionally, the Certificate of Occupancy from the city should be provided to the Charter School Office prior to starting classes in the facility.
- 9. Asbestos:** This is a new structure and should not have any asbestos present.



## HAAS HALL ACADEMY

EVERY SCHOLAR, EVERY DAY - COLLEGE BOUND

13370 RHEAS MILL ROAD

FARMINGTON, AR 72730

(479) 267.4805 | (479) 267.4862 - FAX

VIA FACSIMILIE TO: Dr. Mary Ann D. Brown  
(501) 371.3514

Monday, October 20, 2008

State Board Office  
C/o Chairman Randy Lawson  
Arkansas Department of Education  
Four Capitol Mall  
Little Rock, AR 72201

Dear Chairman Lawson:

The purpose of this correspondence is to request an appearance of Haas Hall Academy before the Arkansas State Board of Education at its regularly scheduled meeting on November 3, 2008. Haas Hall Academy is requesting one modification to its charter for the spring of 2009. Haas Hall Academy is requesting approval to move to 3155 North College Avenue in Fayetteville, AR. The move will take place over the Christmas Holidays. A professional moving company has been retained. Classes for the spring of 2009 will resume on Monday, January 5, 2009.

Haas Hall Academy has outgrown its current facility located in Washington, County outside and west of the Farmington, AR city limits. Our desire is to relocate to an area with more accessibility, space and overall convenience for our current and potential scholar body via multiple major access roadways. The proposed facility is located on a major north and south public bus route.

The facility is located on a major north and south artery serving Northwest Arkansas with a direct exit from I-540.

- 4.0 miles from HWY 412 (easy access from Siloam Springs, Springdale, Lowell, Rogers, Bentonville, Bethel Heights, Tontitown, Johnson)
- 4.6 miles from HWY 45 (easy access from Goshen, Hindsville, Huntsville)
- 7.1 miles from HWY 16 (easy access from Cane Hill, Farmington, Elkins, Winslow, West Fork, Greenland).

The facility is extremely close to major points of interest:

- 2.0 miles from the Botanical Gardens of the Ozarks
- 5.2 miles from The Jones Center for Families
- 3.9 miles from The University of Arkansas
- 3.9 miles from the Fayetteville Public Library
- 2.1 miles from the Walton Arts Center
- 22.5 miles from Crystal Bridges Museum of American Art
- 3.2 miles from the Clinton House Museum

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HAAS HALL ACADEMY DOES NOT DISCRIMINATE ON THE BASIS OF SEX, NATIONAL ORIGIN, RACE, ETHNICITY, RELIGION, DISABILITY OR ATHLETIC ELIGIBILITY.

Haas Hall Academy  
Modification of Charter Request  
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- 6.2 miles from the Arkansas Air Museum
- 4.8 miles from the Ozark Military Museum

Haas Hall Academy is also requesting two (2) additional modifications to its charter for the 2009.2010 school years and beyond.

Addition of the 8<sup>th</sup> grade

Increase enrollment cap to 320

Addition of the 8<sup>th</sup> grade

To ensure the future academic success of our scholars, Haas Hall Academy desires the opportunity to work with scholars one year before high school begins in 9<sup>th</sup> grade. It is our contention if we are able to work with scholars for that additional year and provide them excellent academic habits and the level of rigor and expectation for our scholars in 9-12 grades, the transition will be that much easier for future scholars entering our institution.

Earlier this month at the Arkansas Works 2008: The Governor's Summit on Education and Economic Development that was held at the Statehouse Convention Center in Little Rock, "all the speakers sounded a call for action, many noting that the nation's eighth-graders in 2006 ranked 25<sup>th</sup> out of 30 countries in math achievement and 21<sup>st</sup> in science achievement" (Arkansas Democrat-Gazette 10/17/ 2008). Haas Hall Academy embraces this challenge and will lay the foundation for future successes in math and science courses for its 8<sup>th</sup> grade scholars. In serving the 9<sup>th</sup> grade for just one year, Haas Hall Academy's Stanford Achievement Test (SAT-10) scores are some of the highest in the state and tied for the highest when you take the average of all three (3) scores: reading; comprehension; and language.

Curriculum

Haas Hall Academy is familiar with the state curriculum frameworks (<http://arkansased.org/teachers/frameworks.html>) and will align its curriculum to meet and many times exceed what is required of a public school in Arkansas. The planned curriculum is in alignment with the Smart Core curriculum grade 8 listed as item IX of the Standard for Accreditation of the Arkansas State Board of Education Revised November 2007.

It is the expectation of Haas Hall Academy that learning for all students will be enhanced through delivery of a written, aligned, coordinated and articulated curriculum that promotes continuity and cumulative acquisition of skills and knowledge from grade to grade and from classroom to classroom. The curriculum should reflect the best knowledge about the growth and development of learners, and the content requirements as set forth by the state, local, and national standards of the various content disciplines.

In consideration of the unique and special needs of students who attend the Haas Hall Academy, curriculum should also be developed within the culture and context of the community's desires to assure that our students have skills required to meet society's demands for a well-prepared and competitive citizenry for the 21<sup>st</sup> Century. In addition, the curriculum design should also enable each student to obtain an education appropriate to his or her diverse interests, ambitions, and abilities.

Curriculum development is an on-going process which includes the management, development, and delivery of curriculum. It is participatory in nature, involving vertical teams that include representation from the various stakeholders: faculty, head of school, lead faculty, students, parents, and/or community as appropriate, as well as writing teams that involve teachers, lead faculty, and content experts.

The curriculum is based on a core set of relevant, challenging student objectives that guide decisions about teaching and learning, and which are aligned vertically (8-12), horizontally (within an instructional level), and systemically (across classrooms). Curriculum is developed to ensure that students have the opportunity to learn through the same core of significant objectives at a particular instructional level, from teacher to teacher and from school to school. The curriculum is accessible, manageable, user friendly, current, and reflects best practice in the field. The curriculum is assessed regularly at all levels: school, classroom, and individual student.

Haas Hall Academy's curriculum will be designed around the Arkansas Frameworks to ensure appropriate subject matter is being taught in each course. Haas Hall Academy's accelerated learning environment will utilize both grade level specific and advanced grade instructional materials.

#### Language Arts

##### Grade Eight:

*Goal: All students must have the opportunities and resources to develop language skills that they will use to pursue life's goals and to participate as informed, productive members of society.*

- Objective One: Students will read a wide range of print and non-print materials that will allow them to better understand themselves, and of the cultures of the United States and the world.
- Objective Two: Students will acquire new information allowing them to respond to the needs and demands of society and the workplace.
- Objective Three: Students will read for personal fulfillment; among these materials are fiction and nonfiction, classic and contemporary works.
- Objective Four: Students will read a wide range of literature from many periods in many genres to build an understanding of the many dimensions (e.g., philosophical, ethical, and aesthetic) of human experience.
- Objective Five: Students will apply a wide range of strategies to comprehend, interpret, evaluate and appreciate texts.
- Objective Six: Students will draw on their prior experiences, their knowledge of word meaning and of other texts, their word identification strategies, and their understanding of textual features (e.g., sound-letter correspondence, sentence structure, context and graphics).
- Objective Seven: Students will adjust their use of spoken, written, and visual language (e.g., conventions, style, and vocabulary) to communicate effectively with a variety of audiences and for different purposes.
- Students will employ a wide range of strategies as they write and use different writing process elements appropriately to communicate with different audiences for a variety of purposes.

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- Objective Eight: Students will apply knowledge of language structure, language conventions (e.g., spelling and punctuation), media techniques, figurative language, and genre to create, critique, and discuss print and non-print texts.
- Objective Nine: Students will conduct research on issues and interests by generating ideas and questions, and by posing problems. They gather, evaluate, and synthesize data from a variety of sources (e.g., print and non-print texts, artifacts, and people) to communicate their discoveries in ways that suit their purpose and audience.
- Objective Ten: Students will use a variety of technological and information resources (e.g., libraries, databases, computer networks, and video) to gather and synthesize information and to create and communicate knowledge.
- Objective Eleven: Students will develop an understanding of and respect for diversity in language use, patterns, and dialects across cultures, ethnic groups, geographic regions and social roles.
- Objective Twelve: Students whose first language is not English will make use of their first language to develop competency in the English language arts and to develop understanding of content across the curriculum.
- Objective Thirteen: Students will participate as knowledgeable, reflective, creative, and critical members of a variety of literacy communities.
- Objective Fourteen: Students will use spoken, written, and visual language to accomplish their own purposes (e.g., for learning, enjoyment, persuasion, and the exchange of information).
- Objective Fifteen: Learn about careers in and related to language arts.

### Science

#### Grade Eight:

*Goal: By the end of 8th grade all students will have an understanding of the abilities necessary to do scientific inquiry.*

- Objective One: Students will identify questions that can be answered through scientific investigations.
- Objective Two: Students will design and conduct a scientific investigation.
- Objective Three: Students will use appropriate tools and techniques to gather, analyze, and interpret data.
- Objective Four: Students will recognize and analyze alternative explanations and predictions.
- Objective Five: Students will communicate scientific procedures and explanations.
- Objective Six: Students will use mathematics in all aspects of scientific inquiry.
- Objective Seven: Learn about careers in and related to science.

### Computers and Technologies

#### Grade Eight

*Goal: By the end of 8th grade all students will:*

- Objective One: Apply strategies for identifying and solving routine hardware and software problems that occur during everyday use.
- Demonstrate knowledge of current changes in information technologies and the effect those changes have on the workplace and society.

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- Objective Three: Exhibit legal and ethical behaviors when using information and technology, and discuss consequences of misuse.
- Objective Four: Use content-specific tools, software, and simulations (e.g., environmental probes, graphing calculators, exploratory environments, Web tools) to support learning and research.
- Objective Five: Apply productivity/multimedia tools and peripherals to support personal productivity, group collaboration, and learning throughout the curriculum.
- Objective Six: Design, develop, publish, and present products (e.g., Web pages, videotapes) using technology resources that demonstrate and communicate curriculum concepts to audiences inside and outside the classroom.
- Objective Seven: Collaborate with peers, experts, and others using telecommunications and collaborative tools to investigate curriculum-related problems, issues, and information, and to develop solutions or products for audiences inside and outside the classroom.
- Objective Eight: Select and use appropriate tools and technology resources to accomplish a variety of tasks and solve problems.
- Objective Nine: Demonstrate an understanding of concepts underlying hardware, software, and connectivity; and of practical applications to learning and problem solving.
- Objective Ten: Research and evaluate the accuracy, relevance, appropriateness, comprehensiveness, and bias of electronic information sources concerning real-world problems.
- Objective Eleven: Learn about careers in and related to computer science and computer engineering.

### Mathematics

#### Grade Eight

*Goal: The mathematics program will foster the development of number and operation sense so that all students:*

- Objective One: Understand numbers, ways of representing numbers, relationships among numbers, and number systems.
- Objective Two: Understand the meaning of operations and how they relate to each other.
- Objective Three: Use computational tools and strategies fluently and estimate appropriately.

*Goal: The mathematics program will include attention to patterns, functions, symbols, and models so that all students:*

- Objective One: Understand various types of patterns and functional relationships.
- Objective Two: Use symbolic forms to represent and analyze mathematical situations and structures.
- Objective Three: Use mathematical models and analyze change in both real and abstract contexts.

*Goal: The mathematics program will include attention to geometry and spatial sense so that all students:*

- Objective One: Analyze characteristics and properties of two- and three-dimensional geometric objects.

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- Objective Two: Select and use different representational systems, including coordinate geometry and graph theory.
- Objective Three: Recognize the usefulness of transformations and symmetry in analyzing mathematical situations.
- Objective Four: Use visualization and spatial reasoning to solve problems both within and outside of mathematics.

*Goal: The mathematics program will include attention to measurement so that all students:*

- Objective One: Understand attributes, units, and systems of measurement.
- Objective Two: Apply a variety of techniques, tools, and formulas for determining measurements.

*Goal: The mathematics program will include attention to data analysis, statistics, and probability so that all students:*

- Objective One: Pose questions and collect, organize, and represent data to answer those questions.
- Objective Two: Interpret data using methods of exploratory data analysis.
- Objective Three: Develop and evaluate inferences, predictions, and arguments that are based on data.
- Objective Four: Understand and apply basic notions of chance and probability.

*Goal: The mathematics program will include attention to solving problems as part of understanding mathematics so that all students:*

- Objective One: Build new mathematical knowledge through their work with problems.
- Objective Two: Develop a disposition to formulate, represent, abstract, and generalize in situations within and outside mathematics.
- Objective Three: Apply a wide variety of strategies to solve problems and adapt the strategies to new situations.
- Objective Four: Monitor and reflect on their mathematical thinking in solving problems.

*Goal: The mathematics program will include attention to reason and construct proofs as part of understanding mathematics so that all students:*

- Objective One: Recognize reasoning and proof as essential and powerful parts of mathematics.
- Objective Two: Make and investigate mathematical conjectures.
- Objective Three: Develop and evaluate mathematical arguments and proofs.
- Objective Four: Select and use various types of reasoning and methods of proof as appropriate.

*Goal: The mathematics program will use communication to foster understanding of mathematics so that all students:*

- Objective One: Organize and consolidate their mathematical thinking to communicate with others.
- Objective Two: Express mathematical ideas coherently and clearly to peers, teachers, and others.
- Objective Three: Extend their mathematical knowledge by considering the thinking and strategies of others.

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- Objective Four: Use the language of mathematics as a precise means of mathematical expression.

*Goal: The mathematics program will emphasize connections to foster understanding of mathematics so that all students:*

- Objective One: Recognize and use connections among different mathematical ideas.
- Objective Two: Understand how mathematical ideas build on one another to produce a coherent whole.
- Objective Three: Recognize, use, and learn about mathematics in contexts outside of mathematics.
- Objective Four: Learn about careers in and related to mathematics.

*Goal: The mathematics program will emphasize mathematical representations to foster understanding of mathematics so that all students:*

- Objective One: Create and use representations to organize, record, and communicate mathematical ideas.
- Objective Two: Develop a repertoire of mathematical representations that can be used purposefully, flexibly, and appropriately.
- Objective Three: Use representations to model and interpret physical, social, and mathematical phenomena.

### Social Studies

#### Grade Eight

*Goal: The social studies program will include experiences that provide for the study of culture and cultural diversity so that all students are able to:*

- Objective One: Compare similarities and differences in the ways groups, societies, and cultures meet human needs and concerns.
- Objective Two: Explain how information and experiences may be interpreted by people from diverse cultural perspectives and frames of reference.
- Objective Three: Explain and give examples of how language, literature, the arts, architecture, other artifacts, traditions, beliefs, values, and behaviors contribute to the development and transmission of culture.
- Objective Four: Explain why individuals and groups respond differently to their physical and social environments and/or changes to them on the basis of shared assumptions, values and beliefs.
- Objective Five: Articulate the implications of cultural diversity, as well as cohesion, within and across groups.

*Goal: The social studies program will include experiences that provide for the study of the ways human beings view themselves in and over time.*

- Objective One: Demonstrate an understanding that different scholars may describe the same event or situation in different ways but must provide reasons or evidence for their views.
- Objective Two: Identify and use key concepts such as chronology, causality, change, conflict, and complexity to explain, analyze, and show connections among patterns of historical change and continuity.



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- Objective Three: Identify and describe selected historical periods and patterns of change within and across cultures, such as the rise of civilizations, the development of transportation systems, the growth and breakdown of colonial systems, and others.
- Objective Four: Identify and use processes important to reconstructing and reinterpreting the past, such as using a variety of sources, providing, validating, and weighing evidence for claims, checking credibility of sources, and searching for causality.
- Objective Five: Develop critical sensitivities such as empathy and skepticism regarding attitudes, values, and behaviors of people in different historical contexts.
- Objective Six: Use knowledge of facts and concepts drawn from history, along with methods of historical inquiry, to inform decision making about and action-taking on public issues.

*Goal: The social studies program will include experiences that provide for the study of people, places and environments so that all students:*

- Objective One: Elaborate mental maps of locales, regions, and the world that demonstrate understanding of relative location, direction, size and shape.
- Objective Two: Create, interpret, use, and distinguish various representations of the earth, such as maps, globes and photographs.
- Objective Three: Use appropriate resources, data, sources and geographic tools such as aerial photographs, satellite images, geographic information systems (GIS), map projections, and cartography to generate, manipulate, and interpret information such as atlases, data bases, grid systems, charts, graphs and maps.
- Objective Four: Estimate distance, calculate scale, and distinguish other geographic relationships such as population density and spatial distribution patterns.
- Objective Five: Locate and describe varying landforms and geographic features, such as mountains, plateaus, islands, rain forests, deserts, and oceans and explain their relationships within the ecosystem.
- Objective Six: Describe physical system changes such as seasons, climate and weather, and the water cycle and identify geographic patterns associated with them.
- Objective Seven: Describe how people create places that reflect cultural values and ideals as they build neighborhoods, parks, shopping centers and the like.
- Objective Nine: Examine, interpret, and analyze physical and cultural patterns and their interactions, such as land use, settlement patterns, cultural transmission of customs and ideas and ecosystem changes.
- Objective Ten: Describe ways that historical events have been influenced by, and have influenced, physical and human geographic factors in local, regional, national and global settings.
- Objective Eleven: Observe and speculate about social and economic effects of environmental changes and crises resulting from phenomena such as floods, storms, and drought.
- Objective Twelve: Propose, compare, and evaluate alternative uses of land and resources in communities, regions, nations and the world.

*Goal: The social studies program will include experiences that provide for the study of individual development and identity so that all students:*

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- Objective One: Relate personal changes to social, cultural, and historical contexts; describe personal connections to place — as associated with community, nation, and world.
- Objective Two: Describe the ways family, gender, ethnicity, nationality, and institutional affiliations contribute to personal identity.
- Objective Three: Relate such factors as physical endowment and capabilities, learning, motivation, personality, perception, and behavior to individual development.
- Objective Four: Identify and describe ways regional, ethnic, and national cultures influence individuals' daily lives.
- Objective Five: Identify and describe the influence of perception, attitudes, values, and beliefs on personal identity.
- Objective Six: Identify and interpret examples of stereotyping, conformity, and altruism.
- Objective Seven: Work independently and cooperatively to accomplish goals.

*Goal: The social studies program will include experiences that provide for the study of interactions among individuals, groups, and institutions so that all students:*

- Objective One: Demonstrate an understanding of concepts such as role, status, and social class in describing the interactions of individuals and social groups
- Objective Two: Analyze group and institutional influences on people, events, and elements of culture;
- Objective Three: Describe the various forms institutions take and the interactions of people with institutions;
- Objective Four: Identify and analyze examples of tensions between expressions of individuality and group or institutional efforts to promote social conformity;
- Objective Five: Identify and describe examples of tensions between belief systems and government policies and laws;
- Objective Six: Describe the role of institutions in furthering both continuity and change;
- Objective Seven: Apply knowledge of how groups and institutions work to meet individual needs and promote the common good.

*Goal: The social studies program will include experiences that provide for the study of how people create and change structures of power, authority, and governance, so that all students:*

- Objective One: Examine persistent issues involving the rights, roles, and status of the individual in relation to the general welfare.
- Objective Two: Describe the purpose of government and how its powers are acquired, used, and justified.
- Objective Three: Analyze and explain ideas and governmental mechanisms to meet needs and wants of citizens, regulate territory, manage conflict, and establish order and security.
- Objective Four: Describe the ways nations and organizations respond to forces of unity and diversity affecting order and security.
- Objective Five: Identify and describe the basic features of the political system in the United States, and identify representative leaders from various levels and branches of government.
- Objective Six: Explain conditions, actions, and motivations that contribute to conflict and cooperation within and among nations.

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- Objective Seven: Describe and analyze the role of technology in communications, transportation, information-processing, weapons development, or other areas as it contributes to or helps resolve conflicts.
- Objective Eight: Explain and apply concepts such as power, role, status, justice, and influence to the examination of persistent issues and social problems.
- Objective Nine: Give examples and explain how governments attempt to achieve their stated ideals at home and abroad.

*Goal: The social studies program will include experiences that provide for the study of how people organize for the production, distribution, and consumption of goods and services, so that all students:*

- Objective One: Give and explain examples of ways that economic systems structure choices about how goods and services are to be produced and distributed.
- Objective Two: Describe the role that supply and demand, prices, incentives, and profits play in determining what is produced and distributed in a competitive market system.
- Objective Three: Explain the difference between private and public goods and services.
- Objective Four: Describe a range of examples of the various institutions that make up economic systems such as households, business firms, banks, government agencies, labor unions, and corporations.
- Objective Five: Describe the role of specialization and exchange in the economic process.
- Objective Six: Plain and illustrate how values and beliefs influence different economic decisions.
- Objective Seven: Differentiate among various forms of exchange and money.
- Objective Eight: Compare basic economic systems according to who determines what is produced, distributed, and consumed.
- Objective Nine: Use economic concepts to help explain historical and current developments and issues in local, national, or global contexts.
- Objective Ten: Use economic reasoning to compare different proposals for dealing with a contemporary social issue such as unemployment, acid rain, or high quality education.

*Goal: The social studies program will include experiences that provide for the study of relationships among science, technology and society, so that all students:*

- Objective One: Examine and describe the influence of culture on scientific and technological choices and advancement, such as in transportation, medicine, and warfare.
- Objective Two: Show through specific examples how science and technology have changed people's perceptions of the social and natural world, such as in their relationship to the land, animal life, family life, and economic needs, wants, and security.
- Objective Three: Describe examples in which values, beliefs, and attitudes have been influenced by new scientific and technological knowledge, such as the invention of the printing press, conceptions of the universe, applications of atomic energy, and genetic discoveries.
- Objective Four: Explain the need for laws and policies to govern scientific and technological applications, such as in the safety and well-being of workers and consumers and the regulation of utilities, radio, and television.
- Objective Five: Seek reasonable and ethical solutions to problems that arise when scientific advancements and social norms or values come into conflict.

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*Goal: The social studies program will include experiences that provide for the study of global connections and interdependence, so that all students:*

- Objective One: Describe instances in which language, art, music, belief systems, and other cultural elements can facilitate global understanding or cause misunderstanding.
- Objective Two: Analyze examples of conflict, cooperation, and interdependence among groups, societies, and nations.
- Objective Three: Describe and analyze the effects of changing technologies on the global community.
- Objective Four: Explore the causes, consequences, and possible solutions to persistent, contemporary, and emerging global issues, such as health, security, resource allocation, economic development, and environmental quality.
- Objective Five: Describe and explain the relationships and tensions between national sovereignty and global interests, in such matters as territory, natural resources, trade, use of technology, and welfare of people.
- Objective Six: Demonstrate understanding of concerns, standards, issues, and conflicts related to universal human rights;
- Objective Seven: Identify and describe the roles of international and multinational organizations.

*Goal: The social studies program will include experiences provide for the study of the ideals, principles, and practices of citizenship in a democratic republic, so that all students:*

- Objective One: Examine the origins and continuing influence of key ideals of the democratic republican form of government, such as individual human dignity, liberty, justice, equality, and the rule of law.
- Objective Two: Identify and interpret sources and examples of the rights and responsibilities of citizens.
- Objective Three: Locate, access, analyze, organize, and apply information about selected public issues — recognizing and explaining multiple points of view.
- Objective Four: Practice forms of civic discussion and participation consistent with the ideals of citizens in a democratic republic.
- Objective Five: Explain and analyze various forms of citizen action that influence public policy decisions.
- Objective Six: Identify and explain the roles of formal and informal political actors in influencing and shaping public policy and decision making.
- Objective Seven: Analyze the influence of diverse forms of public opinion on the development of public policy and decision making.
- Objective Eight: Analyze the effectiveness of selected public policies and citizen behaviors in realizing the stated ideals of a democratic republican form of government.
- Objective Nine: Explain the relationship between policy statements and action plans used to address issues of public concern.
- Objective Ten: Examine strategies designed to strengthen the "common good," which consider a range of options for citizen action.
- Objective Eleven: Learn about careers in and related to social studies.

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### Foreign Languages

#### Grade Eight

*Goal: The foreign languages program will include experiences that educate students to become linguistically and culturally equipped to communicate successfully in a pluralistic American society and abroad.*

- Objective One: Students will engage in conversations, provide and obtain information, express feelings, emotions and exchange opinions.
- Objective Two: Students will understand and interpret written and spoken language on a variety of topics.
- Objective Three: Students will present information, concepts, and ideas to an audience of listeners or readers on a variety of topics.
- Objective Four: Students will demonstrate an understanding of the relationship between the practices and perspectives of the culture studied.
- Objective Five: Students will demonstrate an understanding of the relationship between the products and perspectives of the culture studied.
- Objective Six: Students will reinforce and further their knowledge of other disciplines through the foreign language.
- Objective Seven: Students will acquire information and recognize the distinctive viewpoints that are only available through the foreign language and its cultures.
- Objective Eight: Students will demonstrate understanding of the nature of language through comparisons of the language studied and their own.
- Objective Nine: Students will demonstrate understanding of the concept of culture through comparisons of the cultures studied and their own.
- Objective Ten: Students will use the language both within and beyond the school setting.
- Objective Eleven: Students will show evidence of becoming lifelong learners by using the language for personal enjoyment and enrichment.
- Objective Twelve: Learn about careers in and related to foreign languages.

### Arts

#### Grade Eight

*Goal: By the end of 8th grade all students will:*

- Objective One: Perceive and respond to works of art, objects in nature, events, and the environment. They also use the vocabulary of the visual arts to express their observations
- Objective Two: Apply artistic processes and skills, using a variety of media to communicate meaning and intent in original works of art.
- Objective Three: Analyze the role and development of the visual arts in past and present cultures throughout the world, noting human diversity as it relates to the visual arts and artists.
- Objective Four: Analyze, assess, and derive meaning from works of art, including their own, according to the elements of art, the principles of design, and aesthetic qualities.
- Objective Five: Apply what they learn in the visual arts across subject areas. They develop competencies and creative skills in problem solving, communication, and management of time and resources that contribute to lifelong learning and career skills.
- Objective Six: Learn about careers in and related to the visual arts.

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Increase enrollment cap

Increase our enrollment cap to 320. There is a need for the accelerated, science and math-based college-preparatory education for scholars in the state of Arkansas. Extensive research has proven that students who have taken more demanding science & math courses in high school are better prepared for college and work. In the 2008 U.S. Department's Final Report of the Mathematics Advisory Panel, it concludes "students who complete Algebra II are more than twice as likely to graduate from college compared to students with less mathematical preparation."

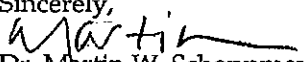
Earlier this month at the Arkansas Works 2008: The Governor's Summit on Education and Economic Development that was held at the Statehouse Convention Center in Little Rock, Governor Beebe stated "Arkansas' work force is not prepared to compete in the 21<sup>st</sup> century's global economy and, to catch up, students must take rigorous high school courses and graduate from college" (Arkansas Democrat-Gazette 10/17/ 2008). Haas Hall Academy's educational philosophy is to expose and prepare our scholars now for the rigorous mathematics and science content they will be exposed to in college. As a functioning microcosm of a university, Haas Hall Academy scholars complete Carnegie units by semester - not by the year.

Governor Beebe also noted, "more must be expected of students. More students must graduate from high school; at least one Arkansas student out of five does not" (Arkansas Democrat-Gazette 10/17/ 2008). Haas Hall Academy's graduation rate is 100% with 100% placement in higher educational institutions.

The state of Arkansas trails most of the country in preparing its graduating seniors for freshman level classes at a university. Just 17% of Arkansas graduating seniors are prepared for the rigors of college with a mere 6 states lagging behind Arkansas. "Currently, more than one-third of college freshmen enroll in at least one remedial course. Put community colleges into the equation, where many of the next generation of the technology-sector workers are trained, the number rises to 42 percent. Only 30% of students who enroll in a college-level remedial reading course actually graduate from college" (Source: The Morning News 09/28/2008).

Haas Hall Academy desires to serve a larger base of scholars by expanding its instructional facility, enrollment and instructional programs that will maintain the integrity of our instructional model. Haas Hall Academy is the accelerated college-preparatory choice for students with high intensity of purpose. Most of our graduates tell us their first semester of college was review for them because of the intensive preparation they received while attending Haas Hall Academy. Haas Hall Academy produces truly educated graduates ready for the academic challenges that await them in higher education.

If you have any questions or would like additional information please contact me (479) 267.4805. I thank you in advance for your consideration.

Sincerely,  
  
Dr. Martin W. Schoppmeyer, Jr.  
Superintendent of Schools

Haas Hall Academy - Budgets 2008 thru 2012									
	FTE	2008-09		FTE	2009-10		FTE	2010-11	
Number of students (average daily membership)		117			180			260	
Number of full time equivalent teachers		7.5			9.5			12.5	
Student teacher ratio		15.6			18.9			20.8	
Square Footage of Proposed HHA Facility		8388			8388			15098	
<b>Revenues</b>									
State Public Charter School Aid									
R1 Base state and local aid		\$0			\$0			\$0	
R2 State Categorical Funding		\$654,342			\$1,047,260			\$1,544,319	\$1,942,545
Total State Charter School Aid					\$1,047,260			\$1,544,319	
Other sources of income									
R3 Federal Grants		\$0			\$0			\$0	
R4 Special Grants		\$0			\$0			\$0	
R5 Other		\$19,670			\$0			\$0	
R6 Private Donations or Gifts		\$42,877			\$0			\$0	
Total Other Sources of Income		\$62,547			\$0			\$0	\$0
Total Revenues		\$716,889			\$1,047,260			\$1,544,319	\$1,942,545
<b>Expenditures</b>									
Administration									
ADM1-a Salaries - Sup/Principal	1	\$76,000		1	\$90,300		1	\$90,300	\$94,615
ADM1-b Salaries - Admin Assistant	0	\$0		0.25	\$10,500		1	\$36,000	\$37,800
ADM1-c Salaries - Clerical	0	\$2,343		1	\$16,900		1	\$18,900	\$19,845
ADM1-d Salaries - Other	0	\$0		0	\$0		0	\$0	\$0
ADM2 Fringe Benefits		\$16,792			\$26,017			\$34,580	\$36,152
ADM3 Purchased Services		\$6,850			\$6,200			\$6,200	\$6,200
ADM4 Supplies and Materials		\$3,610			\$4,940			\$4,940	\$4,940
ADM5 Equipment		\$0			\$10,000			\$10,000	\$10,000
ADM6 Other		\$1,082			\$4,500			\$4,500	\$4,500
Section Subtotal					\$171,357			\$205,420	\$214,252
Regular Classroom Instruction									
CI1 Salaries	7.5	\$249,249		9.5	\$329,700		12.5	\$447,825	\$524,475
CI2 Fringe Benefits		\$63,139			\$94,852			\$117,962	\$136,583
CI3 Purchased Services		\$20,345			\$5,600			\$5,800	\$5,800
CI4 Supplies and Materials		\$6,269			\$16,255			\$23,535	\$28,620
CI5 Equipment		\$13,944			\$42,000			\$42,000	\$42,000
CI6 Other		\$0			\$0			\$0	\$0
Section Subtotal					\$478,407			\$637,122	\$739,428
Special Education									
SE1 Salaries		\$0			\$0			\$0	\$0
SE2 Fringe Benefits		\$0			\$0			\$0	\$0
SE3 Purchased Services		\$800			\$750			\$750	\$750
SE4 Supplies and Materials		\$0			\$0			\$0	\$0
SE5 Equipment		\$0			\$0			\$0	\$0
SE6 Other		\$0			\$0			\$0	\$0
Section Subtotal					\$800			\$750	\$750
Gifted and Talented Program									
GT1 Salaries		\$0			\$0			\$0	\$0
GT2 Fringe Benefits		\$0			\$0			\$0	\$0
GT3 Purchased Services		\$0			\$0			\$0	\$0
GT4 Supplies and Materials		\$0			\$0			\$0	\$0
GT5 Equipment		\$0			\$0			\$0	\$0
GT6 Other		\$0			\$0			\$0	\$0
Section Subtotal					\$0			\$0	\$0

Hads Hall Academy - Budgets 2008 thru 2012									
	FTE	2008-09	FTE	2009-10	FTE	2010-11	FTE	2011-12	
Number of students (average daily membership)				180		260			320
Number of full time equivalent teachers				9.5		12.5			13.5
Student teacher ratio				18.9		20.8			23.7
Square Footage of Proposed HHA Facility				8388		15098			15098
<b>Alternative Education Program</b>									
AE1 Salaries		\$0		\$0		\$0		\$0	
AE2 Fringe Benefits		\$0		\$0		\$0		\$0	
AE3 Purchased Services		\$0		\$0		\$0		\$0	
AE4 Supplies and Materials		\$0		\$0		\$0		\$0	
AE5 Equipment		\$0		\$0		\$0		\$0	
AE6 Other		\$0		\$0		\$0		\$0	
Section Subtotal		\$0		\$0		\$0		\$0	
<b>Guidance Services</b>									
G1 Salaries		\$0		\$0		\$0		\$0	
G2 Fringe Benefits		\$0		\$0		\$0		\$0	
G3 Purchased Services		\$675		\$750		\$750		\$750	
G4 Supplies and Materials		\$0		\$0		\$0		\$0	
G5 Equipment		\$0		\$0		\$0		\$0	
G6 Other		\$0		\$0		\$0		\$0	
Section Subtotal		\$675		\$750		\$750		\$750	
<b>Health Services</b>									
HS1 Salaries	0.5	\$13,500	1	\$23,625	1	\$23,625	1	\$23,625	
HS2 Fringe Benefits		\$1,033		\$1,807		\$1,807		\$1,807	
HS3 Purchased Services		\$9,000		\$0		\$0		\$0	
HS4 Supplies and Materials		\$180		\$300		\$300		\$300	
HS5 Equipment		\$0		\$1,000		\$1,000		\$1,000	
HS6 Other		\$0		\$0		\$0		\$0	
Section Subtotal		\$23,713		\$26,732		\$26,732		\$26,732	
<b>Media Services</b>									
M1 Salaries		\$0		\$0		\$0		\$0	
M2 Fringe Benefits		\$0		\$0		\$0		\$0	
M3 Purchased Services		\$0		\$0		\$0		\$0	
M4 Supplies and Materials		\$0		\$0		\$0		\$0	
M5 Equipment		\$0		\$0		\$0		\$0	
M6 Other		\$0		\$0		\$0		\$0	
Section Subtotal		\$0		\$0		\$0		\$0	
<b>Fiscal Services</b>									
FS1 Salaries	1	\$37,500	1	\$39,375	1	\$39,375	1	\$39,375	
FS2 Fringe Benefits		\$8,644		\$8,525		\$8,525		\$8,525	
FS3 Purchased Services		\$22,671		\$22,800		\$22,800		\$22,800	
FS4 Supplies and Materials		\$0		\$0		\$0		\$0	
FS5 Equipment		\$0		\$0		\$0		\$0	
FS6 Other		\$0		\$0		\$0		\$0	
Section Subtotal		\$68,815		\$70,700		\$70,700		\$70,700	
<b>Maintenance and Operations</b>									
MO1 Salaries		\$0		\$0		\$0		\$0	
MO2 Fringe Benefits		\$0		\$0		\$0		\$0	
MO3 Purchased Services		\$2,555		\$20,700		\$26,700		\$26,700	
MO4 Supplies and Materials		\$1,798		\$2,000		\$2,000		\$2,000	
MO5 Equipment		\$0		\$0		\$0		\$0	
MO6 Other - Relocation Expenses		\$7,500		\$0		\$10,000		\$10,000	
Section Subtotal		\$11,853		\$22,700		\$38,700		\$38,700	



Haas Hall Academy - Budgets 2008 thru 2012									
	FTE	2008-09	FTE	2009-10	FTE	2010-11	FTE	2011-12	
Number of students (average daily membership)		117		180		260		320	
Number of full time equivalent teachers		7.5		9.5		12.5		13.5	
Student teacher ratio		15.6		18.9		20.8		23.7	
Square Footage of Proposed HHA Facility		8388				15098		15098	
<b>Pupil Transportation</b>									
PT1 Salaries		\$0		\$0		\$0		\$0	
PT2 Fringe Benefits		\$0		\$0		\$0		\$0	
PT3 Purchased Services		\$0		\$0		\$0		\$0	
PT4 Supplies and Materials		\$0		\$0		\$0		\$0	
PT5 Equipment		\$1,555		\$1,500		\$1,500		\$1,500	
PT6 Other		\$0		\$0		\$0		\$0	
<b>Section Subtotal</b>		<b>\$1,155</b>		<b>\$1,500</b>		<b>\$1,500</b>		<b>\$1,500</b>	
<b>Food Services</b>									
FD1 Salaries		\$0		\$0		\$0		\$0	
FD2 Fringe Benefits		\$0		\$0		\$0		\$0	
FD3 Purchased Services		\$0		\$0		\$0		\$0	
FD4 Supplies and Materials		\$1,206		\$1,800		\$2,400		\$3,000	
FD5 Equipment		\$0		\$0		\$0		\$0	
FD6 Other		\$0		\$0		\$0		\$0	
<b>Section Subtotal</b>		<b>\$1,206</b>		<b>\$1,800</b>		<b>\$2,400</b>		<b>\$3,000</b>	
<b>Data Processing</b>									
DP1 Salaries		\$0		\$0		\$0		\$0	
DP2 Fringe Benefits		\$0		\$0		\$0		\$0	
DP3 Purchased Services		\$0		\$0		\$0		\$0	
DP4 Supplies and Materials		\$0		\$0		\$0		\$0	
DP5 Equipment		\$0		\$0		\$0		\$0	
DP6 Other		\$0		\$0		\$0		\$0	
<b>Section Subtotal</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>	
<b>Substitute Personnel</b>									
SP1 Salaries		\$765		\$3,750		\$5,000		\$5,000	
SP2 Fringe Benefits		\$0		\$0		\$0		\$0	
<b>Section Subtotal</b>		<b>\$765</b>		<b>\$3,750</b>		<b>\$5,000</b>		<b>\$5,000</b>	
<b>Facilities</b>									
FAC1 Lease - One Year		\$110,452		\$217,351		\$398,013		\$409,885	
FAC2 Utilities		\$14,719		\$16,680		\$21,348		\$21,348	
FAC3 Insurance (Property, Content, Liability)		\$22,011		\$2,000		\$2,000		\$2,000	
<b>Section Subtotal</b>		<b>\$147,182</b>		<b>\$236,031</b>		<b>\$421,361</b>		<b>\$433,233</b>	
DE1 Debt Expenditures		\$0		\$0		\$0		\$0	
OE1 Other Expenditures		\$0		\$0		\$0		\$0	
<b>Total Expenditures</b>		<b>\$715,889</b>		<b>\$1,014,477</b>		<b>\$1,410,435</b>		<b>\$1,534,044</b>	
<b>Net Annual Surplus (Loss)</b>		<b>\$1,000</b>		<b>\$32,782</b>		<b>\$133,884</b>		<b>\$408,502</b>	
<b>Bank Balance (End of Fiscal Year)</b>		<b>\$1,000</b>		<b>\$33,782</b>		<b>\$167,665</b>		<b>\$576,167</b>	
<b>EOY Reserve (% annual expenditure)</b>		<b>0.1%</b>		<b>3.3%</b>		<b>11.9%</b>		<b>37.6%</b>	
<b>Admin Costs (% annual expenditure)</b>		<b>14.9%</b>		<b>16.9%</b>		<b>14.5%</b>		<b>14.0%</b>	
<b>Classroom Instruction Costs (% annual expenditure)</b>		<b>49.3%</b>		<b>47.2%</b>		<b>45.2%</b>		<b>48.2%</b>	
<b>Facilities Costs (% annual expenditure)</b>		<b>20.6%</b>		<b>23.3%</b>		<b>29.9%</b>		<b>28.2%</b>	

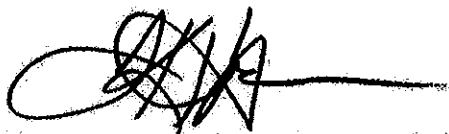
**To Arkansas Board of Education:**

The private-public partnership between Paradigm Companies and the Haas Hall Academy Charter School depends on extra financial support during the transition period of January 1, 2009 and June 30, 2009 in order for it to be successful. I am committed to personally guaranteeing the financial viability of Haas Hall Academy for this period through the following actions:

1. The Haas Hall Academy and Board have agreed to copy me on all public communications and reports as they are internally circulated in order that I have full access to information affecting the financial status of the school.
2. The Board has agreed to monitor expenditures on a monthly basis against the modified adopted transition budget and to notify me of any significant deviations from that budget.
3. I will supply Haas Hall Academy with a personal donation necessary to meet the expenditures of the school as expressed in the adopted modified budget supporting this transition.
4. If the school expenditures do deviate from the adopted modified budget then I will be afforded non-voting board member privileges until such time that the expenditures do return to the proposed budget.

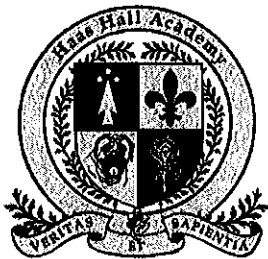
I am dedicated to making this transition work, and I am looking forward to being a part of creating this opportunity to meet the needs of our students and our community.

Regards,



Tracy K. Hoskins





## HAAS HALL ACADEMY

EVERY SCHOLAR, EVERY DAY – COLLEGE BOUND  
13370 RHEAS MILL ROAD | FARMINGTON, AR 72730  
(479) 267.4805 | (479) 267.4862 – FAX | HAASHALL.ORG

### Haas Hall Academy – Transition Plan Timeline 13370 Rheas Mill Road to 3155 North College

#### December 2008

Su	Mo	Tu	We	Th	Fr	Sa
	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			

#### January 2009

Su	Mo	Tu	We	Th	Fr	Sa
				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

#### Important Dates:

Friday, December 19, 2008 – end of first year (semester one)

Monday, January 5, 2009 – start of second year (semester two)

The cost of hiring professional movers to relocate to Fayetteville will be paid by the Parent-Faculty Council (PFC). The PFC has organized over 20 families to assist Haas Hall Academy in arranging its new facility during the Christmas Holidays. Haas Hall Academy will be moved out of its current facility by Monday, December 22, 2008. Haas Hall Academy will be moved into its new facility on Tuesday, December 23, 2008.

Haas Hall Academy will work directly with Paradigm Development and the Arkansas Department of Education to ensure all rules and regulations are met during the construction phase of the proposed move.

#### Pre-Move Preparation

Transition Plan	Responsible Party	Point of Contact
Contract with professional movers	Parent Faculty Council	Parent Faculty Council Officers
Contact utility and related companies (gas, electric, water, alarm, fire, telephone, cable TV and trash collection) for service connect.	Janet Reed	Janet Reed
Pre-assign Faculty Classrooms & Office Space	Dr. Schoppmeyer	Dr. Schoppmeyer
Contact DIS for placement of T1 Line	Janet Reed	Janet Reed

Week One: December 14 – 20, 2008

<b>Transition Plan</b>	<b>Responsible Party</b>	<b>Point of Contact</b>
Inventory, organize and pack non- instructional materials	Parent Faculty Council; Parents; Scholars; School Personnel	Faculty by Discipline
Inventory, organize and securely pack instructional materials after each final.	Parent Faculty Council; Parents; Scholars; School Personnel	Faculty by Discipline
Inventory, organize and securely pack computer equipment: server, laptops, desktops, router, firewall	Technology Team	Dr. Schoppmeyer
Inventory, organize, remove and pack classroom materials	Parent Faculty Council; Parents; Scholars; School Personnel	Faculty by Discipline
Inventory, organize and securely pack scholar medications, supplies and medical records	Nurse	Christina Smith
Inventory, organize and securely pack faculty office materials	Faculty	Janet Reed
Inventory, organize and securely pack administrative office materials	Staff	Dr. Schoppmeyer
Inventory, organize and securely pack main office materials and supplies	Staff	Marilyn Schoppmeyer
Inventory, organize and securely pack scholar academic records	Staff	Janet Reed

**Week Two: December 21 – 27, 2008**

<b>Transition Plan</b>	<b>Responsible Party</b>	<b>Point of Contact</b>
Coordinate professional movers	Parent Faculty Council	Parent Faculty Council Officers
Inventory, organize and securely pack all scholar desks and chairs	Parent Faculty Council; Parents; Scholars; School Personnel	Parent Faculty Council Officers
Inventory, organize and securely pack all major office equipment	Parent Faculty Council; Parents; Scholars; School Personnel	Parent Faculty Council Officers
Grades entered into APSCN and mailed	Faculty	Janet Reed
Unpack, inventory, organize non- instructional materials	Parent Faculty Council; Parents; Scholars; School Personnel	Faculty by Discipline
Unpack, inventory, organize computer equipment: server, laptops, desktops, router, firewall	Technology Team	Dr. Schoppmeyer
Unpack, inventory, organize pack scholar medications, supplies and medical records	Nurse	Christina Smith
Unpack, inventory, organize securely pack faculty office materials	Parent Faculty Council; Parents; Scholars; School Personnel	Faculty by Discipline
Unpack, inventory, organize administrative office materials	Staff	Dr. Schoppmeyer
Unpack, inventory, organize scholar academic records	Staff	Janet Reed

**Week Three: December 28 – January 3, 2009**

<b>Transition Plan</b>	<b>Responsible Party</b>	<b>Point of Contact</b>
Ensure complete connectivity of all electronics in the facility	Technology Team	Dr. Schoppmeyer
Attach lockers	Parent Faculty Council; Parents; Scholars; School Personnel	Janet Reed
Put finishing touches on offices and classrooms	Parent Faculty Council; Parents; Scholars; School Personnel	Marilyn Schoppmeyer
Contact utility and related companies (gas, electric, water, alarm, fire, telephone, cable TV and trash collection) for service disconnect.	Janet Reed	Janet Reed

**OPEN-ENROLLMENT PUBLIC CHARTER SCHOOL  
FACILITIES UTILIZATION AGREEMENT AND LEASE AGREEMENT**

**Lessor (Owner/Landlord):** Paradigm Building, LLC.

**Lessee (Tenant):** The Academy, Inc. DBA Haas Hall Academy, Martin Schoppmeyer, Jr., Carin Schoppmeyer (collectively, the "Tenant")

Any information regarding affiliation, family ties, or other relationships between the Lessor (Owner/Landlord) and Lessee (Tenant) must be disclosed with the facilities lease agreement.

**Describe the present use of the facility and use for prior three (3) years:** N/A

**Premises:** A multi-tenant property located in north Fayetteville, Arkansas known as the Paradigm Building.

**Address:** 3155 N. College Avenue, Suite 8, Fayetteville, AR 72703

**Square footage:** 8400+/- Square feet initially. Tenant may increase square footage as Tenant deems necessary; provided, Tenant shall not be required to increase square footage.

**Terms of Lease:** 66 Months

**Rental Amount:** \$11,184 Monthly.

**Contingency:** The terms of this agreement are contingent upon The Academy, Inc. (Haas Hall Academy - sponsoring entity) receiving approved modifications of the HHA existing charter from the State Board of Education by November 3rd of 2008.

**Statutory Language Concerning No Indebtedness:**

No indebtedness of any kind incurred or created by the open-enrollment public charter school shall constitute an indebtedness of the state or its political subdivisions, and no indebtedness of the open enrollment public charter school shall involve or be secured by the faith, credit, or taxing power of the state or its political subdivisions.

**Lessee/Tenant:**

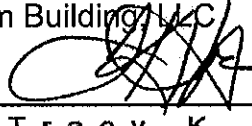
The Academy Inc. DBA Haas Hall Academy

By \_\_\_\_\_  
Martin Schoppmeyer, Jr

Date \_\_\_\_\_

**Lessor/Landlord:**

Paradigm Building, LLC

By  \_\_\_\_\_ Manager  
Tracy K. Hoskins

Date 10.22.08

10.20.2008

RE: Haas Hall Charter Modifications Request.

Dr Brown,

Please find the attached *OPEN-ENROLLMENT PUBLIC CHARTER SCHOOL FACILITIES UTILIZATION AGREEMENT AND LEASE AGREEMENT* and detailed building *LEASE AGREEMENT* for the proposed new location for Haas Hall Academy here in Fayetteville.

The Landlord and owner of the Premises to be leased shall be Paradigm Building, LLC, and I am the sole member and manager of the entity. Per the Facilities Utilization Agreement, neither Paradigm Building, LLC, nor I personally have any "family tie" or other affiliation with The Academy, LLC or its principles, Haas Hall Academy, or any of the Haas Hall faculty or staff. My relationship to Haas Hall is primarily as the father of a Haas Hall sophomore, Taylor Hoskins.

In effort to practice full disclosure, I feel it is appropriate to inform you, my wife, Celeste Hoskins accepted appointment to the Haas Hall School Board earlier this year as she wanted to be involved in our daughter's education and to support the school.

In effort to maintain propriety, my wife has abstained from voting in any matters pertaining to the current request to relocate Haas Hall to Fayetteville. Any information submitted is solely offered by the Administrators and School Board of Haas Hall.

Thank you so much for all your cooperation in this matter. You're efforts are truly appreciated.

*Tracy K. Hoskins - President*



(479) 544-7007 Office (479) 254-6036 Mobile

## LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between the Paradigm Building, LLC, (the "Landlord") and The Academy Inc. DBA Haas Hall Academy; (the "Tenant") and Martin Schoppmeyer, an individual; and Carin Schoppmeyer an individual (collectively the "Guarantor").

WITNESSETH:

### ARTICLE I PREMISES

- 1.1 **Description.** Landlord hereby leases to Tenant, and Tenant takes from Landlord, that commercial space, to be located 3155 N. College Ave, Suite 8 (to be readdressed by 911 coordinator), Fayetteville, Washington County, Arkansas 72703 a multi-tenant Commercial/Office Building also known as The Paradigm Building; specifically, the southern portion containing 8400+/- square feet as depicted on the attached graphic (the "Premises"). To have and to hold the premises unto the Tenant for and during the term herein stated, subject to the covenants, terms, conditions and liens herein contained.
- 1.2 **Quiet Enjoyment.** Landlord warrants that it now has or will have at the commencement of the term sufficient title to the Premises to make this Lease Agreement. Landlord agrees that Tenant shall have quiet and peaceful possession of the Premises and shall enjoy all of the rights herein granted without interference.
- 1.3 **Possession.** Tenant shall be given possession of the Premises on or about the 1<sup>st</sup> day of January 2009 (est.); or, if Tenant Improvements are provided by Landlord, Tenant shall be given possession of the Premises upon completion of Landlord constructed Tenant Improvements, whichever comes first.

### ARTICLE II TERM

- 2.1 **Term.** Payment of Rent and the initial term of this Lease Agreement shall commence on the 1st day of January, 2009 (est.), or upon Tenant receiving possession of the premises as provided in paragraph 1.3 above, and shall continue for a period of SIXTY-SIX (66) months until midnight on June 30th, 2014 (est.) (the "Term").
- 2.2 **Renewals.** Tenant shall have the option to renew this Lease Agreement for ONE renewal term(s) of sixty (60) months. The renewal term shall be subject to all of the same terms and conditions as are set forth herein, except as otherwise provided in Section 3.2. Each option shall be exercised by written notice to Landlord, received no later than sixty (60) days prior to the expiration of the term then in effect. Provided, the option may not be exercised if the Tenant is in breach of any provision of the Lease Agreement, which breach is not timely cured, at the time of the notice of exercise of the option or at any time thereafter until the expiration of the term then in effect.
- 2.3 **Surrender of Premises.** On or before the last day of the Term of this Lease Agreement or any written extension or renewal of the Lease Agreement, Tenant shall surrender the Premises to Landlord in good condition and repair except for reasonable wear and tear and damage by insured casualty. On or before said day, Tenant shall remove from the Premises all its personal property, equipment and trade fixtures that are unattached, or not affixed to the property by any method. Tenant shall repair any damage caused by any such removal. Notwithstanding the foregoing provisions, if Tenant shall fail to remove any such property it shall be obligated to remove hereunder, Landlord may effect such removal for and at the expense of Tenant.
- 2.4 **Holdover.** Tenant hereby agrees that upon the termination of this Lease Agreement by expiration or by earlier termination for any reason whatsoever, Tenant will peaceably deliver possession of the leased premises to Landlord. In the event Tenant shall be permitted by Landlord to hold over



after the expiration or termination of this Lease Agreement, or any extension thereof, such holding over (in the absence of any written agreement to the contrary) shall be construed as a tenancy from calendar month to calendar month at a monthly Rental equal to the Rental for the last month paid under this Lease Agreement. A month-to-month tenancy arising by Tenant's holding over under this paragraph may be terminated by written notice from either party to the other party on or before the day on which any monthly Rent is due with termination not becoming effective until the day on which the next following monthly Rental would have otherwise become due. In the event it should become necessary for Landlord to institute any action at law to recover possession at the time of termination, whenever and however termination may occur, Tenant agrees that it will pay all costs and expenses of such action, including reasonable attorneys' fees.

### **ARTICLE III** **RENT AND SECURITY DEPOSIT**

- 3.1 Initial Rent.** The first month's Rent shall be prepaid upon execution of this Lease Agreement. Tenant shall pay Landlord the sum of eleven thousand one hundred eighty four dollars (\$11,184.00) per month in advance on the first day of each month during the Term of this Lease Agreement (the "**Base Rent**"). Beginning July 1<sup>st</sup>, 2009, Base Rent shall increase to seventeen thousand two hundred seventy nine dollars (\$17,279.00). Upon each anniversary date thereafter (every 12 months), the monthly Base Rent rate shall increase by three percent (3.0%) over the monthly Base Rent rate of the previous year. Base Rent shall include the building shell (gray box), Tenant Improvements (TI) from building shell by Landlord (as illustrated on attached Exhibit "A"), use of common facilities and use of shared parking. Tenant shall have right to use undeveloped areas, as may be available or as may become available, adjacent to the subject premises for outdoor eating or gathering, as long as such uses complies with local zoning codes and ordinances, and does not interfere with the quiet enjoyment of other Tenants. Unless otherwise provided herein, Tenant shall not have exclusive rights to said undeveloped or common areas, as those areas may increase, decrease, or be relocated over time.
- 3.2 Rent for Optional Terms.** In the event the Tenant exercises its options to renew this Lease Agreement, the Rent shall;
- (a) √ be subject to the same terms as provided in the initial term for the option period(s);
  - (b) \_\_\_\_ be determined prior to the commencement of the each optional period;
  - (c) \_\_\_\_ Other \_\_\_\_\_
- 3.3 Late Payment Fees.** In the event that any payment is not received by the 5<sup>th</sup> day of the month, a late fee will be assessed equal to ten percent (10%) of the payment due, plus \$10.00 per day; calculated from the initial due date. Landlord reserves the right to refuse any partial payments of Rent and/or late fees. Landlord's acceptance of partial payment shall not constitute a waiver on Landlord's behalf of remaining monies (Rents, fees or penalties) owed by Tenant.
- 3.4 Security Deposit.** Upon execution of this Lease Agreement, Tenant is required to tender the amount of eleven thousand one hundred eighty four dollars (\$11,184.00) as a security deposit. Within sixty (60) days after surrender of the property, the security deposit will be returned to Tenant with a written explanation of any deductions made for damage (excluding normal wear and tear), past due Rents, late fees, cleaning fees, and/or other charges.
- 3.5 Landlord's Lien.** As security for the Rent herein provided for, and as security for the payment of all damages that may be sustained by Landlord in the event there is a breach of any of the terms hereof by Tenant, the Landlord shall have a first position lien on all furniture, fixtures and other property of Tenant, including merchandise carried in stock for sale, which may be brought into or upon the leased premises. The Landlord shall have the power to sell such furniture, fixtures and other property at a public sale and to apply all amounts realized there from to the payment of accrued Rental charges, late fees, or to the claim(s) of Landlord for damages, and Landlord's

costs associated with recovering any monies owed Landlord by Tenant. At least five days prior to making such sale, Landlord shall publish a notice thereof by one insertion in a daily newspaper published in the County of Washington, Arkansas. Such sale is to be for cash and Landlord may bid thereat as any third person might do; and Tenant hereby waives any and all rights of redemption granted by the laws of Arkansas.

Tenant shall not have the right to grant or assign a mortgage or other security interest in any of Tenant's personal property located within the Premises to its lenders in connection with Tenant's financing arrangements, and any lien of Landlord against Tenant's personal property (whether by statute or under the terms of the Lease Agreement) shall not be made subject or subordinate to such security interest without Landlord's prior written approval.

*However, pursuant to Ark. Code Ann. § 6-23-506: Upon dissolution of the open-enrollment charter school or upon non-renewal of the charter, all net assets of the open-enrollment charter school purchased with public funds shall be deemed the property of the State, unless otherwise specified in the charter of the open-enrollment charter school.*

- 3.6 Additional Charges.** Base year operating expenses (including Real Estate Taxes Maintenance and Property Insurance) are included in the initial Rental rate. However, Landlord reserves the right to assess Lessee his pro-rata share of annual operating expenses in the event said annual operating expenses increase by twenty percent or more above the base year 2008.

Unless otherwise provided herein, all utility costs shall be paid on a monthly basis by Tenant, to the respective provider of said utilities. For properties where multiple tenants are supplied by a "master" meter, Landlord shall bill Tenant for monthly water and sewer fees. Said billing shall be calculated by Landlord's Property Manager, from recorded readings of a private meter installed by Landlord.

Sanitation or dumpster expenses shall be prorated as per Tenants usage or occupancy. Boxes or other cardboard shall be appropriately broken down and neatly placed in receptacles in effort to occupy as little volume as possible. All Tenants are required to recycle all appropriate recyclable refuse. Failure by Tenant to minimize refuse and appropriately recycle may result in a greater than pro-rata charge to Tenant, in the discretion of Landlord acting equitably as to all tenants.

Prorated charges to Tenant shall be calculated by dividing Tenant's occupied square footage by the occupied square footage of the entire complex, then applying the same percentage to the service cost.

Example: Tenant's square footage equals 5,000 square feet. The total occupied square footage of the complex is 40,000 square feet. Therefore, Tenant occupies 12.5% of the total occupied square footage;  $(5,000 \text{ sq ft} \div 40,000 \text{ sq ft} = 12.5\%)$ . Therefore, if current service charges are \$500.00, Tenant's pro-rata share shall be \$62.50;  $(\$500 \times 12.5\% = \$62.50)$ .

Prorated, utility and/or other charges that may become due from time to time are due and payable within fifteen days of notice to Tenant. If Tenant fails to remit payment within fifteen days of notice, amounts due shall be subject to late fees and/or penalties as outlined in paragraph 3.3 above. Failure by Landlord to bill Tenant for pro-rated or other charges for any period shall not be considered a waiver by Landlord for any future charges that may be billed to Tenant under the terms herein.

#### **ARTICLE IV** **USE OF PREMISES**

- 4.1 Purpose.** Tenant agrees to use the leased premises for the purpose of operating Haas Hall Academy and for no other purpose or purposes without the written consent of Landlord and the Arkansas State Board of Education having been obtained in advance.

Manufacturing or remanufacturing of any product, noxious fumes or mechanically generated noise is strictly prohibited.

*Tenant agrees not to commit waste, nor permit waste to result or to be done to or upon the property and premises; not to conduct any business thereon or therein, nor store or permit to be stored thereon or therein any explosives, combustible substances or materials of any nature, which would increase the fire hazard or cause a premium to be charged for insurance higher than that charged for the present use of such property; and not to operate, nor permit to be operated, nor to exist thereon or therein, any public or private nuisance.*

- 4.2 **Sign.** Tenant shall have the right to erect and maintain a single wall sign only upon the prior written consent of Landlord, whose consent shall not be unreasonably withheld. All signage must be professionally designed, manufactured, and installed. If lighted, all signage shall be internally lit and shall not be lit from an outside source; and must remain lit during business hours. The location of all signage shall be designated by Landlord and must be installed and operable within 120 days of Tenant taking possession of the leased premises. Banner type signs or advertising are strictly prohibited. No signage or advertising may be affixed to or placed behind any glass or other opening that is visible from the exterior of the building without prior approval from Landlord. Company logos, hours of operation, and information may be affixed to the interior side of the entrance door glass, the design of which must first be approved by Landlord. Landlord maintains the right to modify these requirements on a case-by-case basis.
- 4.3 **Improvements; Trade Fixtures.** Tenant shall have the right to install and make alterations in decorations, additions, fixtures and improvements subject to the prior written approval of Landlord, whose approval will not be unreasonably withheld. No window coverings, including but not limited to, blinds, tint, curtains, or shades that are visible from a public area, parking area, or private or public roadway shall be installed without specific written consent from Landlord.
- 4.4 **Discharge of Liens.** Notice is hereby given that Landlord shall not be liable for any work or materials furnished to Tenant on credit and that no mechanic's, materialmen's or other liens for any such work or materials shall attach to or affect Landlord's interest in the Premises. Whenever any such lien shall be filed against the Premises based on any work or materials supplied to Tenant or any person claiming through Tenant, within fifteen days after receiving notice, Tenant shall forthwith take such action by bonding or otherwise as will remove or satisfy such lien.

## **ARTICLE V**

### **MAINTENANCE AND REPAIRS**

- 5.1 **Repair Obligation.** All improvements, including, without limitation, plumbing, heating, roof, exterior walls, glass, all structural components, electrical, mechanical, air conditioning and ventilating work installed or constructed by Landlord which are now or may hereafter be erected or placed in the Premises at any time during said term shall be kept in good and substantial order and repair by the Landlord at its sole cost and expense; provided that removable trade fixtures shall be maintained by Tenant at its sole cost and expense. Tenant shall be charged (in relation to the specific area Tenant occupies) with keeping the premises, parking area, walkways, any loading platforms, any vacant land areas, any service areas and every and all other portion of the Premises clean and reasonably free from rubbish, dirt, ice, and snow, and shall store all trash and garbage within the interior of the Premises until deposited into the provided trash dumpster and/or recycling bins. Tenant shall arrange for the regular pick-up of trash and garbage that is not permitted to be deposited in the trash dumpster or recycling bins, and maintenance of grease trap (if any) at the expense of Tenant. Tenant shall be responsible for the day to day maintenance of items such as HVAC filters, light bulbs, janitorial, etc.; and the repair of damage due to Tenant's, Tenant's employee's or Tenant's customer's or invitee's (or student's) negligence. If Landlord is required to perform maintenance tasks on behalf of Tenant or repairs due to the negligence of Tenant, Landlord reserves the right to charge Tenant the cost of said tasks or repairs at a minimum labor rate of \$65.00 per hour plus materials, administrative and/or other costs incurred by Landlord. Tenant shall remit payment for all billing as per paragraph 3.6 above.

- 5.2 **Landlord's Right to Inspect.** Upon 24 hours notice, the Landlord and its agents and other representatives shall have the right to enter into and upon the Premises or any part thereof at all hours for the purpose of examining the same or making such repairs therein as may be necessary. However, Landlord is not required to give notice to Tenant if the Premises must be accessed to an emergency within an adjacent lease space. No lock may be changed or re-keyed for any reason without prior authorization of Landlord. It is the responsibility of Tenant to insure that Landlord has current instructions and/or operation procedures for arming and/or disarming any security equipment or alarms.

## **ARTICLE VI TAXES**

- 6.1 **Taxes.** Landlord shall pay any and all ad valorem real property taxes and special improvement district assessments levied against or relating to the Premises beginning on the Lease Agreement commencement date and thereafter during the Term prior to the date the same shall become delinquent and subject to paragraph 3.6 above.

## **ARTICLE VII INSURANCE**

- 7.1 **Liability Insurance.** Tenant shall, at no expense to Landlord, maintain or cause to be maintained:

(a) General Public Liability insurance against claims for bodily injury or death occurring upon, in or about the Premises, and such insurance shall afford protection to the limit of not less than ONE MILLION DOLLARS (\$1,000,000.00) with respect to bodily injury or death of any person and to the limit of not less than ONE MILLION DOLLARS (\$1,000,000.00) with respect to any one occurrence; and

(b) Property Damage insurance (including improvements and plate glass insurance) against claims for damage or injury to property occurring upon, in or about the Premises in the amount of the replacement value of any improvements erected upon the leased premises. Such insurance shall afford protection to the limit of not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) with respect to any one occurrence. Tenant shall reimburse Landlord for the premiums paid for such insurance upon receipt of notice of the amount due, if Landlord is required to pay such premiums.

(c) Upon demand, Tenant shall reimburse Landlord for any increase in Landlord's insurance premiums resulting from Tenant's particular use of the property.

- 7.2 **Property Insurance.** Landlord shall maintain, at Landlord's expense, fire, hazard and extended coverage insurance, excluding plate glass insurance (which shall be insured by Tenant), in the amount of the replacement value of any improvements erected upon the Premises. Tenant will maintain a policy of contents insurance covering Tenant's personal property, inventory, equipment, and trade fixtures.

- 7.3 **Insured Parties.** Policies of insurance required by this Article shall name Tenant and Landlord (including Landlord's heirs, successors and assigns) as "Insured" Parties as their respective interests may appear. Such policies shall contain a clause that the insurer will not cancel or change the insurance without giving Landlord (including Landlord's heirs, successors and assigns), ten (10) days' written notice, and a certificate of such insurance shall be delivered to Landlord prior to the inception of this Lease Agreement.

- 7.4 **Compliance.** Tenant, and those claiming through Tenant, shall comply with the mandatory requirements, rules and regulations of all insurers under policies required to be carried under this Lease Agreement or under policies of fire and casualty insurance carried by Landlord on the Premises.

- 7.5 **Mutual Waiver of Subrogation.** To the extent each may do so without invalidating any insurance policy of either, Landlord and Tenant each waive any and all rights of recovery against the other or any officer, employee, agent or representative thereof, for any loss or damage where and to the extent that such is insured against under any insurance policy in force at the time of the loss or damage. Landlord and Tenant shall notify their respective insurance carriers of the foregoing mutual waiver of subrogation.

## **ARTICLE VIII**

### **DESTRUCTION AND RESTORATION**

- 8.1 **Damage to Premises.** If the Premises or any improvements thereon shall be damaged by fire, the elements, unavoidable accident or other casualty, Landlord shall rebuild, repair or restore the same to substantially the value, condition and character thereof existing prior to such occurrence, and the Rent shall be equitably abated during such period of repair. All reconstruction and renovation shall be subject to the reasonable approval of Landlord.

## **ARTICLE IX**

### **DEFAULT PROVISIONS**

- 9.1 **Events of Default.** The following shall be deemed "Events of Default" under this Lease Agreement:

- (a) The failure of Tenant to pay within ten (10) days of the date due the Rent provided for in this Lease Agreement.
- (b) The failure of either party to perform any term, condition, covenant or agreement of this Lease Agreement, excluding the payment of Rent, and the continuation of such failure for a period of twenty (20) days after the other party has been given written notice specifying the same or in a case where default cannot be cured within twenty (20) days, if the defaulting party shall not promptly within such period, commence and diligently pursue to completion the remedy of such default.
- (c) The taking of Tenant's interests in this Lease Agreement or the Premises or any part thereof upon execution or by other process of law directed against Tenant, or the taking upon or subject to any attachment at the instance of any creditor of or claimant against Tenant, and said attachment shall not be discharged or disposed of within thirty (30) days after the levy thereof; or
- (d) Tenant's financial difficulties as evidenced by its filing a petition in bankruptcy or for reorganization or for the adoption of an arrangement under the Bankruptcy Code (as now existing or in the future amended) or an answer or other pleading admitting the material allegations of such a petition or seeking, consenting to or acquiescing in the relief provided for under such Act.

- 9.2 **Landlord's Default.** Upon the occurrence of an Event of Default by Landlord, Tenant may at its option incur any expense necessary to perform the obligation of Landlord specified in such notice and commence an action at law to recover such amount.

- 9.3 **Tenant's Default.**

- (a) Upon the occurrence of an Event of Default by Tenant, Landlord may, at its option, then or at any time thereafter while such default shall continue:
  - (i) Terminate this Lease Agreement at once or on any later date specified in a notice and immediately reenter and take possession of the Premises, including all improvements thereon and fixtures, equipment and personal property located in or about the Premises.

(ii) Re-enter and take possession of the Premises or any part thereof and repossess the same as of Landlord's former estate and expel Tenant, and those claiming through Tenant, and remove the effects of both or either without prejudice to any remedies for arrears of Rents or preceding breach of covenant. Should Landlord elect to re-enter as provided herein, or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided by law, Landlord may terminate this Lease Agreement at any future time, or from time to time, without terminating this Lease Agreement re-let the Premises or any part thereof for such term or terms and at such Rental or Rentals and upon such terms and conditions as Landlord may deem advisable, with the right to make alterations and repairs to the Premises. No such reentry or taking of possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease Agreement unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction.

(b) In the event Landlord terminates this Lease Agreement, Tenant shall pay the Rent and other sums due prior to the time of such termination.

(c) In the event Landlord terminates Tenant's possession of the Premises without terminating the Lease Agreement, Landlord shall receive all proceeds and Rents accruing from any re-letting of the Premises and shall apply such proceeds to the payment of all such amounts as may be due or may become due under the provisions of this Lease Agreement; and the balance remaining, if any, at the expiration of the full term of this Lease Agreement or upon the sooner termination thereof shall be paid over to Tenant. If the amounts so received by Landlord under the provisions of this Article are insufficient to pay amounts due and becoming due hereunder, Tenant shall pay to Landlord upon demand by Landlord such deficiency as may from time to time exist.

**9.4 Equitable Remedies.** In addition to the remedies provided either party upon default of the other in this Article IX, Landlord and Tenant shall each be entitled to specific performance, and injunctive or other appropriate equitable relief for any breach or threatened breach of any of the provisions of this Lease Agreement, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

**9.5 No Waiver.** The failure of Landlord or Tenant to seek redress for violation, or to insist upon the strict performance of any covenant or condition of this Lease Agreement, shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of Rent with knowledge of the breach of any covenant of this Lease Agreement shall not be deemed a waiver of such breach. No provision of this Lease Agreement shall be deemed to have been waived by Landlord or Tenant unless such waiver be in writing signed by Landlord or Tenant, as the case may be.

**9.6 Severability.** Each paragraph of this Lease Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

**9.7 Cumulative Remedies.** The specific remedies provided for in this Lease Agreement are cumulative and are not exclusive of any other remedy.

## **ARTICLE X**

### **ASSIGNMENT AND SUBLETTING**

**10.1 Assignment; Subletting.** Tenant may not assign this Lease Agreement or sublet the Premises or any part thereof until the fully executed assignment or sublease has been presented to and approved by Landlord, which approval shall be at the reasonable discretion of Landlord.

*Tenant shall not assign this Lease Agreement or sublet the leased premises without prior written consent of the Landlord and the Arkansas State Board of Education. Any such assignment or subletting shall in no way relieve Tenant from liability for the obligation imposed by this Lease*

*Agreement. Tenant may only be released from liability by a specific written release executed by Landlord.*

## **ARTICLE XI** **MISCELLANEOUS**

### **11.1 Miscellaneous.**

(a) Any notice, consent, request, claim or other communication hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed by registered or certified mail, return receipt requested, to the address shown for the respective party at the conclusion of this Lease Agreement. Such addresses may be changed by any party by notice given in the manner provided above.

(b) In the event either party to this Lease Agreement shall employ local counsel to protect its rights under this Lease Agreement or to enforce any term or provision of this Lease Agreement, then the party prevailing in any such legal action shall have the right to recover from the other party all of its reasonable attorneys' fees, costs and expenses incurred in relation to such claim.

(c) This Lease Agreement contains all of the terms and conditions agreed upon by the parties hereto with respect to the transactions contemplated hereby, and shall not be amended or modified except by written instrument signed by all of the parties.

(d) This Lease Agreement shall be binding upon and inure to the benefit of the representatives, heirs, estates, successors and assigns to the parties hereto.

(e) Nothing expressed or implied in this Lease Agreement is intended, or shall be construed, to confer upon or give any person, firm or corporation, other than the parties hereto, their successors and assigns, any benefits, rights or remedies under or by reason of this Lease Agreement; provided, nothing contained herein shall prohibit Landlord from assigning the Rents, issue and profits arising from this Lease Agreement to any mortgagee of the fee interest or estate in the Premises.

(f) This Lease Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

(g) This Lease Agreement shall be governed by and construed under the laws of the State of Arkansas.

**11.2 Recordation.** This Lease Agreement shall not be recorded, except that if either party requests the other party to do so, the parties shall execute a Memorandum of Lease in recordable form.

**11.3 Estoppel Certificate.** Any party within ten (10) days following request of any other party shall furnish a written statement as to whether such other party is in default hereunder, whether this Lease Agreement is in full force and effect and whether such party has any claims and/or defenses against such other party relating to this Lease Agreement.

## **ARTICLE XII** **MISCELLANEOUS – SPECIFIC TO ARKANSAS STATE BOARD OF EDUCATION**

**12.1 State Immunity.** Landlord and Tenant agree that no indebtedness of any kind incurred or created by the open-enrollment charter school shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the open-enrollment charter school shall involve or be secured by the faith, credit or taxing power of the State or its political subdivisions. Furthermore, Landlord and Tenant agree that the Tenant shall not use the moneys received from the State pursuant to Ark. Code Ann. §§ 6-23-101, 6-23-201, 6-23-301, 6-23-401 or 6-23-501 et seq., for

any sectarian programs or activity or as collateral for any debt, including any debt incurred by Tenant to Landlord pursuant to the provisions of the Lease Agreement.

- 12.2 Use of State Funds.** Landlord and Tenant agree that Tenant shall not pay for any improvements, upgrades, additions or repairs to the leased facility described herein except as a reasonable part of the agreed upon rent payment described in **Article III** and those agreed upon Tenant repairs agreed upon in **Article VII** of this Lease Agreement. Furthermore, to the extent that any portion of rent payment in **Article III** or Tenant repairs in **Article VII** are to be paid from State funding, the Landlord and Tenant shall provide a detailed budget and expenditure report specifying exactly that portion of rent payment or repair cost concerning any improvements, upgrades, additions or repairs to the lease facility and the amount of State funds to be used to support those components of the rent or repair cost to the Tenant.
- 12.3 State Approval.** Landlord and Tenant agree that to the extent this Tenant will use any State funds from the Arkansas Public School Fund to pay the obligations of this Lease Agreement, the Tenant is first required to submit a copy of a detailed Lease Agreement (along with attached budget and expenditure report) setting forth all terms required herein along with any other relevant information required by the Arkansas State Board of Education and obtain the express approval of the Arkansas State Board of Education; otherwise this Lease Agreement shall be considered null and void. Furthermore, neither the Landlord nor the Tenant shall change the terms or conditions of this Lease Agreement without first obtaining the express approval of the Arkansas State Board of Education. Any such change without the express approval of the Arkansas State Board of Education shall be considered null and void to the extent State funds are used as consideration to meet the obligations contained herein.
- 12.4 Health, Safety, Facility and Zoning Codes.** The Landlord and Tenant agree that the above described lease facility and the location of the facility comply with and meet all health, safety, facility and proper zoning codes of the State of Arkansas or any political subdivisions of the State. Specifically, the Landlord agrees covenants and warrants that the above described lease facility meets all state and local laws, regulations and ordinances with regard to fire, safety and health code conditions and requirements and that the facility is properly located in an appropriate zoned area sufficiently removed from any adult novelty, liquor or gaming locations of business or transaction so as to comply with state or local laws, ordinances or regulations and thus be in compliance with Ark. Code Ann. § 6-23-401.

EXECUTED this 22nd day of October, 2008

**Landlord: Paradigm Building, LLC**

By 

Tracy K. Hoskins

Address for Notices: 3155 N College, Suite 201, Fayetteville, AR 72703

**Tenant: The Academy, Inc. – Haas Hall Academy**

By \_\_\_\_\_ Title CEO/President Tax Identification Number – 13-4217509  
Martin Schoppmeyer, Jr.

By \_\_\_\_\_  
Martin Schoppmeyer, Jr. - Individually

By \_\_\_\_\_  
Carin Schoppmeyer - Individually

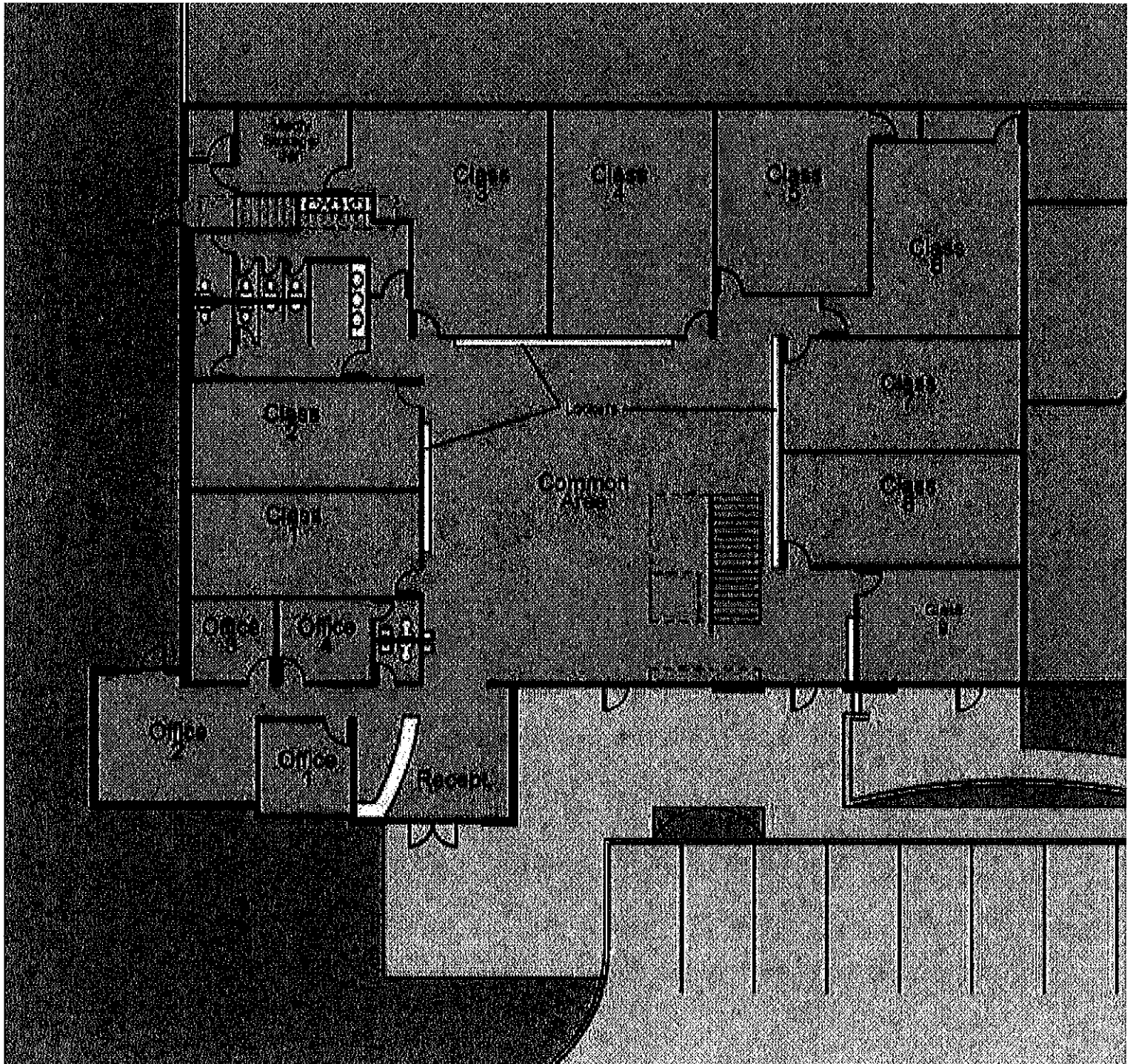
Address for Notices: 1156 Glenn Lane, Fayetteville, 72703

479 \_\_\_\_\_ - Cell 479 \_\_\_\_\_ - Office 479 \_\_\_\_\_ - Cell 479 \_\_\_\_\_ - Office



# Exhibit "A"

## Proposed Tenant Improvements – Hass Hall Academy (Furnishings and Equipment by Tenant)



## **GUARANTY OF LEASE**

THIS GUARANTY OF LEASE (the "**Guaranty**") is entered into this \_\_\_\_day of \_\_\_, 2008, in Arkansas, to be governed by Arkansas law, to wit:

Whereas, **Paradigm Building, LLC** ("**Landlord**") and **The Academy Inc.** an Arkansas Corporation, DBA. **Haas Hall Academy** ("**Tenant**") have entered into that certain Lease Agreement of even date herewith covering that certain lease space located at 3155 N. College Avenue, Suite 8, Fayetteville, AR 72703 (the "**Lease**").

Whereas, as a condition to the Lease Agreement, the Landlord has required the undersigned, Martin Schoppmeyer, Jr. ("**Guarantor**") and Carin Schoppmeyer ("**Guarantor**"), principal of Tenant, et al, to personally guaranty the obligations of Tenant under the Lease Agreement;

Whereas, Guarantor(s) is willing to provide this Guaranty.

NOW, THEREFORE, in consideration of the execution of the Lease Agreement by Landlord, the Guarantor hereby unconditionally guarantees the full performance of each term, covenant, and condition of said Lease Agreement by Tenant, including the payment of all Rents and other amounts that may become due hereunder. The undersigned further agrees as follows:

1. That this Guaranty shall continue in favor of Landlord through any extension, modification or renewal of said Lease Agreement by the parties thereto, or by their successors or assigns.
2. That this Guaranty shall continue unchanged by any bankruptcy, reorganization or insolvency of the Tenant or any successor or assignee of the Tenant, or by any disaffirmance or abandonment by a trustee of Tenant.
3. That Landlord may, without notice, assign this Guarantee in whole or in part and no assignment or transfer of the Lease Agreement shall operate to extinguish or diminish the liability of the Guarantor.
4. That the liability of the Guarantor shall be primary, and that Landlord may commence an action against the Guarantor without having commenced an action or obtaining a judgment against the Tenant.
5. That the Guarantor will pay reasonable attorney's fees and other costs incurred by Landlord in any action to enforce this Guarantee.
6. That the Guarantor hereby waives notice of any demand by Landlord, as well as any notice of default in the payment of Rent or other amounts due under the Lease Agreement.

EXECUTED this date first mentioned above.

### **Guarantor(s)**

By \_\_\_\_\_  
Martin Schoppmeyer, Jr.

By \_\_\_\_\_  
Carin Schoppmeyer

Social Security #430-04-5766 \_\_\_\_\_

Social Security #441-72-9170 \_\_\_\_\_

---

**ACKNOWLEDGMENT**

---

STATE OF ARKANSAS

COUNTY OF

}

ss.

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared Martin Schoppmeyer, Jr., to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

MY COMMISSION EXPIRES:

\_\_\_\_\_  
Notary Public

---

**ACKNOWLEDGMENT**

---

STATE OF ARKANSAS

COUNTY OF

}

ss.

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared Carin Schoppmeyer, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

MY COMMISSION EXPIRES:

\_\_\_\_\_  
Notary Public

## EXHIBIT "A"

**Improvements.** Landlord shall convey the Premises to Tenant in shell or "gray box" form. Gray box shall include the following;

- Foundation
- Floor Slabs – Swept free of debris
- Exterior Walls
- Masonry Walls
- Storefront Glass System
- Load-bearing Walls
- Structural Systems
- Demising Wall(s) Structure
- Roof - Including roof membrane, and roof covering
- Exterior Paint, Trim, and Architectural Elements
- Sprinkler Mains (if any)
- Standard Underground Utilities and Sewer Lines - Connections stubbed to the Premises

Landlord shall be responsible for all fees associated with bringing such services to the Premises, including but not limited to tap-in and connection fees including impact and/or development fees. Tenant shall be responsible for all fees associated with its business licensing and certificate of occupancy.

**Finish-out Provisions.** All tenant improvements (TI) work shall be performed in a workmanlike manner with quality materials in compliance with all laws, codes and regulations, by licensed and competent contractors.

TI shall be limited to construction relative to the Premises per the attached Architectural drawing dated \_\_\_\_\_, 2008. Landlord provided improvements shall not include furniture, fixtures, appliances, or inventory relative to Tenants operations.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**Landlord: Paradigm Building, LLC**

By \_\_\_\_\_

Tracy K. Hoskins

**Tenant: The Academy Inc. DBA Haas Hall Academy**

By \_\_\_\_\_ Title CEO/President  
Martin Schoppmeyer, Jr.

By \_\_\_\_\_  
Martin Schoppmeyer, Jr. - Individually

By \_\_\_\_\_  
Carin Schoppmeyer - Individually



# ARKANSAS DEPARTMENT OF EDUCATION

Dr. T. Kenneth James  
Commissioner

**State Board  
of Education**

Randy Lawson  
Bentonville  
Chair

Dr. Naccaman Williams  
Springdale  
Vice Chair

Sherry Burrow  
Jonesboro

Jim Cooper  
Melbourne

Brenda Gullett  
Fayetteville

Sam Ledbetter  
Little Rock

Alice Mahony  
El Dorado

Dr. Ben Mays  
Clinton

Diane Tatum  
Pine Bluff

October 15, 2008

Mr. Mutlu Mete  
21 Corporate Hill Drive  
Little Rock, AR 72205

Re: Notice of State Board Meeting  
Consideration of License Request for  
LISA Academy-Fayetteville

Dear Mr. Mete:

Your request for a license to operate LISA Academy-Fayetteville, based upon the charter issued by the State Board of Education (Board) to operate LISA Academy-Little Rock, will be considered by the Board at its meeting of November 3, 2008. The meeting will be held in the Auditorium of the Arch Ford Education Building, Four Capitol Mall in Little Rock, and will begin at 1:00 p.m.

Your request will be considered by the Board, and has been considered by the Department, in a manner similar to an application to operate an open-enrollment public charter school, with the consideration of license-specific requirements as required by Arkansas law. The specific requirements for the Board to consider as to a charter license are set forth in Ark. Code Ann. § 6-23-304 (c)(6). You may wish to ensure that your presentation before the Board addresses the requirements of Ark. Code Ann. § 6-23-304 (c)(6). A copy of that code section, as well as the hearing procedures used by the Board in considering charter applications, is enclosed with this letter.

Should you wish to make electronic presentations and/or present copies of already submitted information to the State Board, hard copies of such materials must be received in my office no later than 4:30 p.m. on October 23, 2008. Items may be faxed to my office at (501) 682-4249.

Questions as to the use and setup of electronic presentations at the State Board meeting should be directed to Dr. Charles Watson, State Board liaison, at (501) 682-4247.

Should you have any questions, please contact Dr. Mary Ann Brown, Charter Schools Unit Leader, at (501) 683-5313.

Sincerely,

Jeremy C. Lasiter  
General Counsel

JL/tw/slr

cc: Dr. Mary Ann Brown, Charter Schools Unit Leader  
Dr. Charles Watson, State Board Office

Four Capitol Mall  
Little Rock, AR  
72201-1019  
(501) 682-4475  
ArkansasEd.org

## **6-23-304. Requirements — Preference for certain districts.**

(a) The State Board of Education may approve or deny an application based on:

- (1) Criteria provided by law or by rule adopted by the state board;
- (2) Findings of the state board relating to improving student performance and encouraging innovative programs; and
- (3) Written findings or statements received by the state board from any public school district likely to be affected by the open-enrollment public charter school.

(b) The state board shall give preference in approving an application for an open-enrollment public charter school to be located in any public school district:

- (1) When the percentage of students who qualify for free or reduced-price lunches is above the average for the state;
- (2) When the district has been classified by the state board as in academic distress under § 6-15-428; or
- (3) When the district has been classified by the Department of Education as in some phase of school improvement status under § 6-15-426 or some phase of fiscal distress under the Arkansas Fiscal Assessment and Accountability Program, § 6-20-1901 et seq., if the fiscal distress status is a result of administrative fiscal mismanagement, as determined by the state board.

(c) (1) The state board may grant no more than a total of twenty-four (24) charters for open-enrollment public charter schools.

(2) An open-enrollment public charter applicant's school campus shall be limited to a single open-enrollment public charter school per charter except as allowed in subdivision (c)(6) of this section.

(3) An open-enrollment public charter school shall not open in the service area of a public school district administratively reorganized pursuant to the provisions of § 6-13-1601 et seq. until after the third year of the administrative reorganization.

(4) The General Assembly hereby recognizes by established relevant demonstrated educational accountability measures that the Knowledge Is Power Program (KIPP) Delta College Preparatory Open-Enrollment Charter School has:

- (A) Improved student learning through innovative ideas and techniques;
  - (B) Increased learning opportunities for all students; and
  - (C) Created special emphasis on expanded learning experiences for students who were previously identified as low-achieving.
- (5) As a result, the Knowledge Is Power Program is recognized as an effective method for:

(A) Meeting the statutory intent of this chapter;

(B) Closing the achievement gap in public schools for economically disadvantaged, racial, and ethnic subgroups, the Arkansas Comprehensive Testing, Assessment, and Accountability Program Act, § 6-15-401 et seq. and § 6-15-1601 et seq.; and

(C) Otherwise providing an alternative education that has been proven adequate and equitable to Arkansas students.

(6) Therefore, any charter applicant that receives an approved open-enrollment public charter may petition the state board for additional licenses to establish an open-enrollment public charter school in any of the various congressional districts in Arkansas provided that the applicant meets the following conditions, subject to the normal application, review, and approval process of the state board:

(A) The approved open-enrollment public charter applicant has demonstrated success in student achievement gains, as defined by the state board; and

(B) The approved open-enrollment public charter applicant has not:

(i) Been subject to any disciplinary action by the state board;

(ii) Been classified as in school improvement or academic or fiscal distress; and

(iii) Had its open-enrollment public charter placed on probation, suspended, or revoked; and

(C) The state board determines in writing by majority of a quorum of the state board present that the open-enrollment public charter applicant has generally established the educational program results and criteria set forth in this subdivision (c)(6).

(d) No private or parochial elementary or secondary school shall be eligible for open-enrollment public charter school status.

**History.** Acts 1999, No. 890, §§ 5, 8, 13; 2001, No. 1311, § 3; 2005, No. 2005, § 8; 2007, No. 736, § 15; 2007, No. 827, § 117.

**ARKANSAS STATE BOARD OF EDUCATION  
POLICY AND PROCEDURES FOR HEARING  
CHARTER SCHOOL APPLICATIONS AND APPEALS**

- 1.) Representatives of the school boards in which the proposed charter school will be located, and of other school boards which are likely to be affected by the proposed charter school, shall have a combined total of twenty (20) minutes to present arguments for disapproval of the proposed charter school to the State Board. The Chair of the State Board may grant additional time if requested, at his/her discretion.
- 2.) Following the presentation by the representatives of the school boards, the charter applicant shall have twenty (20) minutes to present its arguments to the State Board for approval of the proposed charter school. The Chair of the State Board may grant additional time if requested, at his/her discretion.
- 3.) The State Board shall follow the presentations with discussion of the charter application and possible questions to the public school board representatives and/or the charter school applicant.
- 4.) The State Board may, at its sole discretion, issue a final decision at the hearing regarding the application or appeal, or take the matter under advisement until a future scheduled board meeting before issuing its final decision.



RECEIVED  
JUN 30 2008

# LISA Foundation

Little Scholars of Arkansas Foundation

CHARTER SCHOOL OFFICE  
21 Corporate Hill Dr.  
Little Rock, AR 72205  
Phone: (501) 227-4942  
Fax : (501) 227-4941

June 30, 2008

Arkansas Department of Education  
Charter School Office  
4 Capitol Mall, Room 305-B  
Little Rock, AR 72201

Dear Sir/Madam,

This is a letter of intent to apply for an open-enrollment charter school in Congressional District Three. Little Scholars of Arkansas Foundation is a non-profit community organization established in 2002 for the purpose of forming a high quality charter school with an emphasis on science, mathematics, and technology in Arkansas. LISA Academy – Fayetteville (name of the proposed charter school) will be located in Fayetteville, Arkansas. LISA Academy – Fayetteville will serve grades K through 12.

LISA Academy - Fayetteville will be a college preparatory school focusing on core knowledge and essential skills so children may achieve the mastery upon which further learning will build. LISA Academy – Fayetteville will employ effective teaching methods in its programs and will seek to foster careers in science, mathematics, and technology for its graduates. The school's strong academic program will reduce achievement gaps by eliminating an important cause: the insufficient mastery of basic knowledge and skills required for further academic achievements. The Academy will be a small, structured school delivering a rigorous and innovative educational program. The Academy will begin with 300 students: 150 in grades K through 5 and 150 in 6 through 8. Grades 9 through 12 will be added one year at a time, with 50 additional students beginning at year two. Full enrollment will not exceed 500 students.

Should you have any questions, please do not hesitate to call or write an e-mail.

Sincerely,



Omer Ozmeral  
Email: [Ozmeral@lisaacademy.org](mailto:Ozmeral@lisaacademy.org)

21 Corporate Hill Dr.  
Little Rock, AR 72205



Tel: (501) 227 4942  
Fax: (501) 227 4952  
[www.lisaacademy.org](http://www.lisaacademy.org)

LITTLE SCHOLARS of ARKANSAS

"EMBRACE YOUR FUTURE"

September 2, 2008

Dr. Mary Ann Brown  
Charter School Office  
Arkansas Department of Education  
4 State Capitol Mall, Room 305-B  
Little Rock AR 72201



Dear Dr. Brown

Enclosed please find license request of LISA Academy – Fayetteville as described in Arkansas Department of Education Rules and Regulations Governing Public Charter Schools section 10.05.1 .

If you have questions or comments, please notify me at your earliest convenience

Sincerely,

A handwritten signature in cursive script, appearing to read "O. Ozmeral".

Omer Ozmeral  
LISA Academy / Superintendent

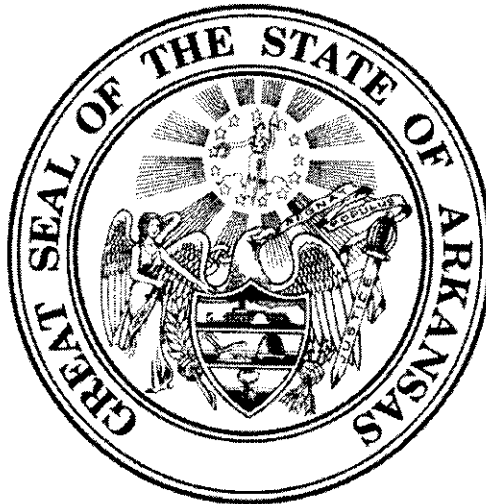


CHARTER SCHOOL OFFICE

ARKANSAS DEPARTMENT OF  
**Education**

**Open-Enrollment Public Charter School  
New Application**

**Deadline for Submission: August 31, 2008**



**Charter School:** LISA ACADEMY - FAYETTEVILLE

**Date Submitted:** 08/31/08

**Date Approved:** \_\_\_\_\_

**Arkansas Department of Education  
Charter School Office  
#4 State Capitol Mall, Room 305-B  
Little Rock, AR 72201  
501.683.5313**

**RECEIVED**  
SEP 02 2008

**CHARTER SCHOOL OFFICE**

# LISA Foundation

Little Scholars of Arkansas Foundation

RECEIVED  
JUN 30 2008  
CHARTER SCHOOL OFFICE

21 Corporate Hill Dr.  
Little Rock, AR 72205  
Phone: (501) 227-4942  
Fax : (501) 227-4941

June 30, 2008

Arkansas Department of Education  
Charter School Office  
4 Capitol Mall, Room 305-B  
Little Rock, AR 72201

Dear Sir/Madam,

This is a letter of intent to apply for an open-enrollment charter school in Congressional District Three. Little Scholars of Arkansas Foundation is a non-profit community organization established in 2002 for the purpose of forming a high quality charter school with an emphasis on science, mathematics, and technology in Arkansas. LISA Academy – Fayetteville (name of the proposed charter school) will be located in Fayetteville, Arkansas. LISA Academy – Fayetteville will serve grades K through 12.

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Should you have any questions, please do not hesitate to call or write an e-mail.

Sincerely,



Omer Ozmeral  
Email: [Ozmeral@lisaacademy.org](mailto:Ozmeral@lisaacademy.org)

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2.65	
3.07	3.12

SPRINGDALE PUBLIC SCHOOLS  
704 W JOHNSON AVENUE  
SPRINGDALE AR 72764

LITTLE ROCK AR 72205  
JUN 30 2008  
USPS

7007 0220 0003 9508 0100

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3.07	3.12

Fayetteville Public School Acad/Mentor  
4024 N. 2nd Valley Dr.  
Fayetteville, AR 72703

LITTLE ROCK AR 72205  
JUN 30 2008  
USPS

**STATE BOARD OF EDUCATION  
ARKANSAS DEPARTMENT OF EDUCATION  
APPLICATION FOR AN  
OPEN-ENROLLMENT CHARTER SCHOOL**

**A. GENERAL INFORMATION** (Please type)

Name of Proposed Charter School: LISA Academy – Fayetteville

Grade Level(s) for the School: K-12 Proposed Enrollment: 500

LISA Academy – Fayetteville will start with an initial enrollment of 300 students from Kindergarten through 8<sup>th</sup> grade. One grade per year will be added until the school includes Kindergarten through 12<sup>th</sup> grade.

Name of Sponsoring Entity: Little Scholars of Arkansas – LISA Foundation

The applicant is an “eligible entity” under the following category (check one):  
**Only applications from eligible entities will be accepted and processed.**

- ☐ a public institution of higher education;
- ☐ a private nonsectarian institution of higher education
- ☐ a governmental entity; or
- ☒ an organization that is nonsectarian in its programs and operations, and is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code (provide evidence). **(A copy of the entity’s current letter from the IRS reflecting tax exempt status must be attached to the application. Articles of incorporation or letter acknowledging nonprofit status from the Secretary of State will not suffice).**

Name of Contact Person: Mutlu Mete

Address: 21 Corporate Hill Drive City: Little Rock ZIP: 72205

Daytime Phone Number: (501) 227-4942 FAX: (501) 227-4941

E-mail: mxmete@ualr.edu

Charter Site Address: 6709 S Wilkerson St City: Fayetteville ZIP: 72704

Date of Proposed Opening: Fall of School Year 2009-2010

Chief Operating Officer  
Of Proposed Charter: Omer Ozmeral Title: Director

Address: 21 Corporate Hill Drive City: Little Rock

ZIP Code: 72205 Daytime Telephone Number: (501) 539-1332

The proposed charter will be located in the Fayetteville School District.

List the current K-12 student enrollment of the district where the proposed charter school will be located.

9334 (Total District Enrollment)

List the school districts from which students are expected to come (use additional sheets if necessary).

Fayetteville School District

Springdale School District

**B. GENERAL DESCRIPTION**

In succinct terms describe the proposed school including grade levels offered, student populations served, educational focus, and any other essential characteristics.

The sponsoring entity, the LISA Foundation, has been operating one successful charter school in Little Rock over the last four years. LISA Academy at Little Rock was established in 2004 and got its extension approval in 2007 to operate for the next five years. LISA Academy received the award of “Best Charter School of the Year “ in National level by the Center of Education Reform located in Washington DC. In addition, LISA Academy Mathcounts team placed 1st in 2006, 2007 and 2008 Arkansas State Mathcounts Competition. LISA Academy Junior High Quiz Bowl team placed 1<sup>st</sup> in 2007 Arkansas State Quiz Bowl Competition. Also LISA Academy got 35 awards in regional science fair in 2005, 74 awards in 2006 and got 90 awards in 2007 and 104 awards in 2008. LISA Academy students got several awards in Arkansas State Science Fair in 2007 and 2008. Two senior students represented the Arkansas in Intel International Science Fair. LISA Academy has 3 semi - finalist at National Level 2007 Discovery Channel Science Fair.

As briefly mentioned above, the success of our model program has drawn state-wide attention from different segments of the community, encouraging us to initiate new K-12 schools with similar goals and programs in other major cities in Arkansas. We believe that our dedication, experience, expertise, and resources on our current school will enable us to serve more students and their families throughout the State of Arkansas.

It is the mission of LISA Academy - Springdale to provide an academically rigorous college preparatory program focusing on science and technology, in partnership with students, families, and the community, and guide all students in gaining knowledge, skills, and the attitude necessary to direct their lives, improve a diverse society, and excel in a changing world by providing dynamic and resource-rich learning environments.

Below is a table with planned student enrolment numbers for LISA Academy - Fayetteville.

<b>Years</b>	<b>Student Addition</b>	<b>Grades</b>	<b>Total</b>
One	150 students for grades K - 5 and 150 students for grades 6 - 8	K - 5,6,7,8	300
Two	Additional 50 students	K-5, 6, 7, 8 , 9	350
Three	Additional 50 students	K-5, 6, 7, 8 , 9,10	400
Four	Additional 50 students	K-5, 6, 7, 8 , 9,11	450
Five	Additional 50 students	K-5, 6, 7, 8 , 9,12	500



**1. Describe the results of the public hearing, which was held for the purpose of assessing support for the establishment of this open-enrollment charter school. Provide copies of any supporting evidence received.**

A public hearing was held on August 30, 2008 at the Cosmopolitan Hotel in Fayetteville. Mr. Emin Cavusoglu, Principal of LISA Academy at North Little Rock, was the speaker and he presented the educational concepts that LISA Academy at Little Rock has utilized for the last four years.

Attendees were very supportive of a college preparatory charter school in Fayetteville, especially in areas of science and technology. Attendees asked several questions that centered on the funding, technology expertise, facilities, and curriculum. Several concepts were presented during the slide presentation. This meeting was very useful in assessing the perspective of the community and expectations from such a program in Fayetteville.

*Many of the attendees were especially excited about the technological offerings at LISA Academy which will enable students to become well prepared for the 21<sup>st</sup> century workplace. These offerings include computer programming classes and clubs, web design, Excel, Word and PowerPoint, and attendees were also encouraged to learn that LISA Academy is the only school in Arkansas that is a Microsoft Certified Teaching Center. LISA Academy's enormously successful science fairs were also a subject for animated discourse.*

This meeting proved very useful in assessing the perspective of the community and expectations from such a program in the Fayetteville and Springdale area, and the attendees were grateful for the opportunity to learn more about LISA Academy.

*Public Hearing Participants & Charter supporters Sign-in Sheet is attached as Attachment #1  
Meeting Room Reservation is attached as Attachment #2*

**2. Provide documentation that each of the following requirements of Ark. Code Ann. §6-23-302 were met:**

- A. This requirement was met; see enclosed copies of notices; Attachment #3
- B. Copy of the Notice of Public Hearing in newspaper; Attachment #4
- C. The last publication of notice was published on August 23, 2008. The public hearing was held on August 30, 2007 in compliance with the mandate for publishing notice seven days prior to the public meeting. (This requirement was met; Attachment #3)
- D. Letters announcing the public hearing were sent to the superintendents and board members of Fayetteville. (This requirement was met; see enclosed copies of receipts for certified letters; Attachment #5 )

**3. Describe the governing structure of the open-enrollment charter, including board composition, selection process, and responsibilities. Also describe the role of the administrators, faculty, parents, students, and community members in the leadership and decision-making of the school.**

**Governing Structure:**

The Board of Directors is at the top of the chain of command. The Board is responsible for everything that the school does or fails to do. The school's CEO (Superintendent/ Director) provides direction for the school in consultation with the Board. Subordinate to the superintendent are the principal, two assistant principals, a business manager who functions as bookkeeper, and a secretary whose services are shared by the principal (see the administrator position chart on page 4).

**Board Composition:**

The Board of Directors of the LISA Foundation is currently made up of dedicated educators, faculty and research scientists from University of Arkansas. The Board Directors of the Sponsoring Entity have a lot of experience in science, mathematics, and computer education at a national as well as at an international level. Members of this unique board are volunteers and no member is paid for the services he or she provides. The foundation and the School are supported by various community members and businessman in Arkansas. Board of directors of LISA Foundation has been successfully operating LISA Academy at Little Rock over the last four years and operating LISA Academy – North Little Rock for 1 year.

**Selection Process:**

Detailed selection process for Board of Directors is discussed in Article 2 and the selection process for officers is discussed in Article 3 of the by-laws of LISA Foundation. Briefly, the number of Directors shall be five (5), or as subsequently amended by majority vote of the directors. At any meeting at which the election of a director occurs, a director may nominate a person with the second of any other director. In addition to nominations made at meetings, a nominating committee shall consider possible nominees and, make nominations for each election of directors. The secretary shall include the names nominated by the nomination committee, and any report of the committee, with the notice of the meeting at which the election occurs. A person who meets any qualification requirements to be a director and who has been duly nominated may be elected as a director. Directors shall be elected by the vote of a majority of the Board of Directors. Each director shall hold office until a successor is elected and qualified. A director may - [if desired, add: not] be elected to succeed himself or herself as director. Any vacancy occurring in the Board of Directors, and any director position to be filled due to an increase in the number of directors, shall be filled by the Board of Directors. A vacancy is filled by the affirmative vote of a majority of the remaining directors, even if it is less than a quorum of the Board of Directors, or if it is a sole remaining director. A director elected to fill a vacancy shall be elected for the unexpired term of the predecessor in office.

The officers of the LISA Foundation shall be a president, vice president, a secretary, and a treasurer. The Board of Directors may create additional officer positions, define the authority and duties of each such position, and elect or appoint persons to fill the positions. Any two or more offices may by the same person, except the offices of president and secretary. The officers of the Corporation shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers is not held at this meeting, the election shall be held as soon thereafter as conveniently as possible. Each officer shall hold office until a successor is duly selected and qualified. An officer may be elected to succeed himself or herself in the same office.

**Responsibilities:**

The LISA Academy-Fayetteville understands that the ultimate responsibility lies within LISA Foundation governing body and the Board Members of the LISA Foundation are accountable to the ADE. The LISA Foundation will have the following duties.

- Final authority to hear or decide employee grievances, citizen complaints, or parental concerns;
- Final authority to adopt or amend the budget of the charter holder or the charter school, or to authorize the expenditure or obligation of state funds or the use of public property;
- Final authority to direct the disposition or safekeeping of public records; except that the governing body may delegate this function to any person, subject to the governing body's superior right of immediate access to, control over, and possession of such records;

- Final authority to adopt policies governing charter school operations;
- Final authority to approve audit reports or
- Initial or final authority to select, employ, direct, evaluate, renew, non-renew, terminate, or set compensation for a chief executive officer.

**The Role of the Administrators, Faculty, Parents, Students, and Community Members in the Leadership and Decision-Making of the School:**

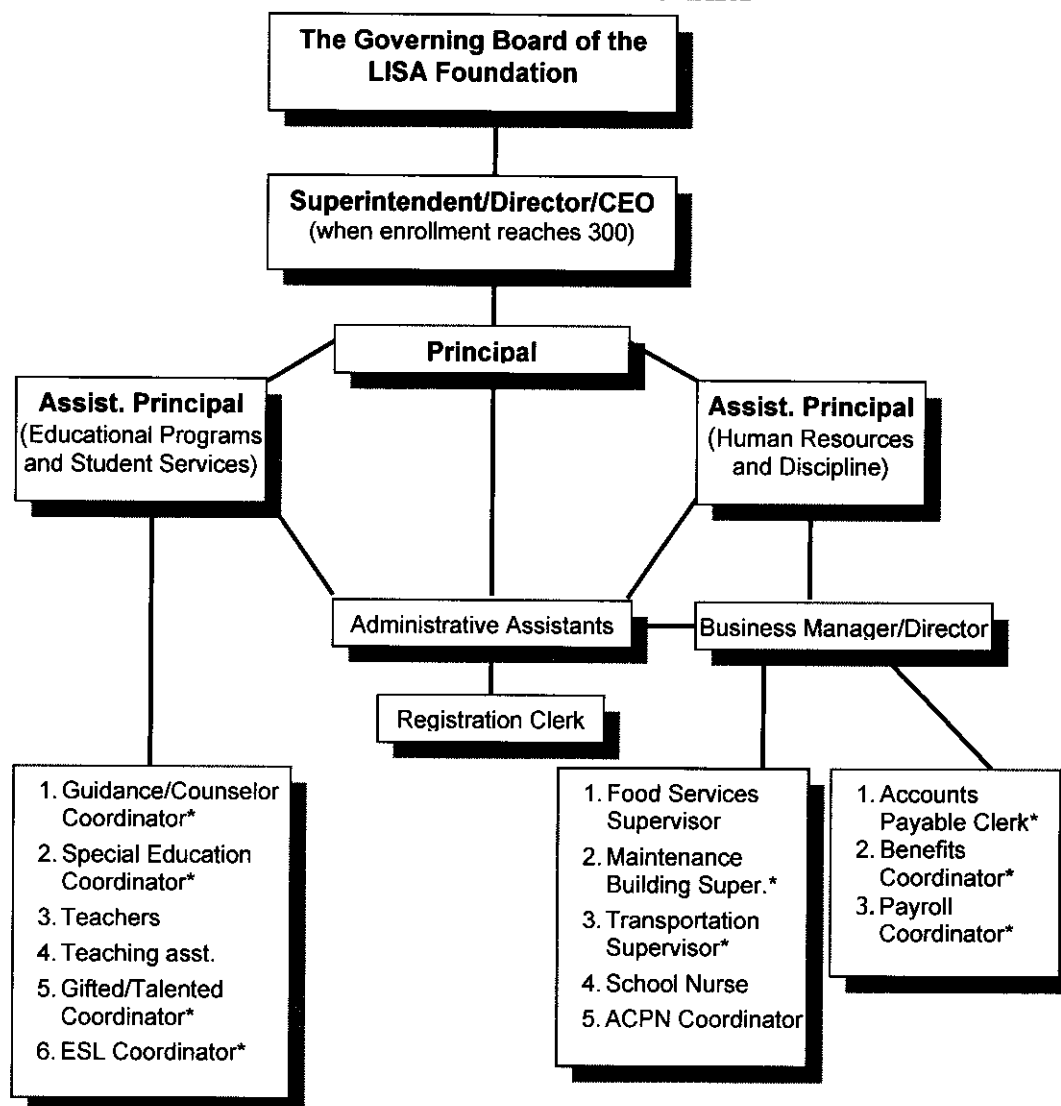
LISA Academy - Fayetteville will provide an atmosphere of caring and respect for its students and staff. The fundamentals of a productive relationship between the teachers and the administration will be laid out during the hiring process by effectively communicating the goals and objectives of the school to the teachers. The board will be responsible for making sure that both the administration and the faculty are aware of being part of the same team and the only way to become successful is if everyone does his or her job with integrity and efficacy.

The Administration will offer the due attention to any concerns of the faculty members to maintain a productive and an encouraging relationship with the teachers. This will be supported by an open-door policy that is implemented by all the administrative staff. Weekly meetings will be held with the faculty members to strengthen the relationship between the administration and teachers. By dedicating this time for shared communication, LISA Academy - Fayetteville will ensure that the productive relationship that is established initially is maintained all along.

LISA Academy - Fayetteville recognizes the fact that parental involvement is a key element in the overall success of the students. The parents will always be encouraged to participate in any part of the school activities. A Parent Teachers Organization (PTO) will be formed at the beginning of the school year. The PTO may discuss concerns and suggestions of the parents and present it to the principal, who will then take the matters to the school board if necessary.

A positive approach will be maintained towards any ideas that come from the students and community members. Students may form a school government, where they can discuss the issues of immediate concern to them in their daily school environment.

## ADMINISTRATIVE POSITION CHART



**\*An important Note:** The Administrative position chart may be arranged according to the budget report. The chart above is designed to show administrative functions rather than individual positions. In other words, multiple tasks can be performed by the same person if need arises (i.e. a payroll coordinator can also be account payable clerk and benefit coordinator).

### 4. Give the mission statement for the proposed open enrollment charter school.

It is the mission of LISA Academy - Fayetteville to provide an academically rigorous college preparatory program focusing on science and technology, in partnership with students, families, and the community, and guide all students in gaining knowledge, skills, and the attitude necessary to direct their lives, improve a diverse society, and excel in a changing world by providing dynamic and resource-rich learning environments.

## **5. Provide a description of the educational need for the schools**

University cities such as Fayetteville and Springdale need more schools that offer a comprehensive college preparatory program emphasizing science, math and technology education. LISA Academy - Fayetteville will strive to play a role in satisfying this need. LISA-Fayetteville will offer programs to develop skills and education for its students to enroll in Science and Engineering departments of prestigious regional and national colleges in the country and compete in an increasingly demanding workplace of science and technology, and contribute to the long-term economic development of the region.

The sponsoring entity, the LISA Foundation, has been operating one successful charter school in Little Rock over the last four years. LISA Academy at Little Rock was established in 2003 and got its approval in 2007 to operate for the next five years. LISA Academy received the award of "Best Charter School of the Year" in National level by the Center of Education Reform located in Washington DC. In addition, LISA Academy Mathcounts team placed 1st in 2006, 2007 and 2008 Arkansas State Mathcounts Competition. LISA Academy Junior High Quiz Bowl team placed 1<sup>st</sup> in 2007 Arkansas State Quiz Bowl Competition. Also LISA Academy got 35 awards in regional science fair in 2005, 74 awards in 2006 and got 90 awards in 2007 and 104 awards in 2008. LISA Academy students got one first, one second and 1 third place in Arkansas State Science Fair in 2007 and several rewards in 2008. Two senior students represented the Arkansas in Intel International Science Fair. LISA Academy has 3 semi-finalist at National Level 2007 Discovery Channel Science Fair.

## **SCHOOL AND ACADEMIC ACHIEVEMENTS**

### **LISA Academy named a NATIONAL CHARTER SCHOOL OF THE YEAR**

Washington, D.C., May 16, 2007 – The Center for Education Reform (CER), the nation's premiere education reform group, recognized LISA Academy as a National Charter School of the Year, an honor given to 53 charter schools from across the U.S. at a special awards ceremony in Washington, D.C.

### **SCHOOL-WIDE SCIENCE FAIR**

Required event for all LISA students – excellent preparation for learning the scientific method and presentation skills

### **CENTRAL ARKANSAS REGIONAL SCIENCE FAIR**

#### **2004-2005**

- Total of 35 Awards: 16 Regional Awards, 10 Junior Academy of Science Awards, 9 Special Awards

#### **2005-2006**

- Total of 74 Awards (more than any other school in the region)
- 30 Regional Awards, 23 Junior Academy of Science Awards, 17 Discovery Channel Young Scientist Challenge Semi-Finalists, 4 Special Navy Awards

#### **2006-2007**

Middle School:

- Total of 78 Awards
- 3 Overall Winners; 29 Category; 15 Discovery Channel Young Scientist Award; 2 U.S. Navy Awards; 2 AR Chapter of the American Fisheries Society Awards; 27 Junior Academy of Science Category Winners Senior Division (we had only 9<sup>th</sup> & 10<sup>th</sup> grades available this year):

- Total of 12 Awards
  - 5 Category Awards; 1 U.S. Navy Award; 6 Junior Academy of Science Category Winners
- The Intel ISEF Nominations: 2 students nominated  
 State Science Fair Nominations: 4 students nominated

## **2007-2008**

Total of 104 Awards

### **JAS**

13 Category Awards in Senior Division  
 25 Category Awards in Junior Division

### **CARSF**

11 Category Awards in Senior Division  
 34 Category Awards in Junior Division  
 Total of 21 Special Awards

## **MATHCOUNTS--LISA ACADEMY WINS 2005-2006 STATE MATHCOUNTS COMPETITION**

### **2004-2005**

- 3<sup>rd</sup> Place Team in Chapter MathCounts Competition; 7<sup>th</sup> Place Individual in State MathCounts Competition

### **2005-2006**

- LISA Academy wins First Place in Chapter MathCounts Competition 2006
- LISA Academy wins State MathCounts Competition 2006
- LISA Academy joins other top Arkansas students to bring home an award for placing *12<sup>th</sup> in the NATION* in 2006 MathCounts National Competition
- LISA Academy's math teacher was the Arkansas coach for the MathCounts team that garnered 12<sup>th</sup> place in Nation for the 2006 National Competition

### **2006-2007**

- LISA Academy wins First Place in State MathCounts Competition 2007
- LISA Academy student took 5<sup>th</sup> place in the National MathCounts Competition in Fort Worth, competing against 227 other middle school students in this prestigious competition.
- The Arkansas State MathCounts Team was represented by a team comprised solely of LISA Academy students, and Arkansas State took 23<sup>rd</sup> place in the National Competition among the 57 states and territories.
- LISA Academy's MathCounts Team interviewed on Channel 7 News at Daybreak

### **2007-2008**

- LISA Academy wins First Place in State MathCounts Competition 2008
- The Arkansas State MathCounts Team was represented by a team comprised solely of LISA Academy students,

## **AMERICAN MATHEMATICS COMPETITIONS (AMC 8 AND AMC 10/12)**

**2007 #1 in Arkansas; LISA Academy only school in Arkansas to qualify for AMC-8 2007 Honor Roll School List**

**2006 #1 in Arkansas; LISA Academy only school in Arkansas to qualify for AMC-8 2006 Honor Roll School List**

**2005** LISA Academy Math Team participated in the 2005 AMC 8. A total of over 170,000 students from approximately 2200 schools participated in 2005 AMC 8.

- Three students received Distinguished Honor Roll Certificate (**students who score in the top 1% in the nation**)
- Six students received Honor Roll Certificate (**students who score in the top 5% in the nation**)
- LISA Academy qualifies for AMC 8 Honor Roll
- LISA Academy student receives 1<sup>st</sup> Place in AMC 10A and AMC 10B Competitions

## **AMERICAN INVITATIONAL MATHEMATICS EXAMINATION (AIME)**

- Two LISA Academy students qualified for AIME

## **UNITED STATES OF AMERICA MATHEMATICS OLYMPIAD (USAMO)**

LISA Academy student qualified to take USAMO, selected from about 500 of the top scores from the prior AIME and AMC-12A, AMC-12B, AMC-10A AND AMC-10B contests in the United States

## **ARKANSAS COUNCIL OF TEACHERS OF MATHEMATICS COMPETITION**

- ACTM Regional Math Contest 1<sup>st</sup> Place – Algebra I & ACTM State Math Contest 1<sup>st</sup> Place – Algebra I

## **2006-2007 DUKE UNIVERSITY TALENT SEARCH**

- Four of LISA Academy's 7<sup>th</sup> grade students received scores that resulted in an invitation to the Grand Recognition Ceremony at Duke University
- Fourteen students qualified for State Recognition

## **QUIZ BOWL TEAM**

- LISA Academy's Jr. High placed 1<sup>st</sup> Place in State for 2007
- LISA Academy's Jr. High placed 1<sup>st</sup> Place in State for 2008
- LISA Academy Sr. High Quiz Bowl Team wins 1<sup>st</sup> Place in the Regional Quiz Bowl Competition 2007

## **COMPUTER ACHIEVEMENTS:**

- LISA Academy is the only Middle/High School in Arkansas to qualify as a Microsoft Office Specialist Authorized Testing Center
- LISA Academy is the only Middle/High School in Arkansas to qualify as an Internet and Computing Core Certification Authorized Testing Center

**YOUNG ARKANSAS ARTIST'S EXHIBITION INVITATION (2004-2005 AND 2005-2006)**  
**2006 AFLTA FOREIGN LANGUAGE FESTIVAL**

The Arkansas Foreign Language Association organized this festival and LISA Academy, with more than 50 schools around Pulaski County, participated in this event. This was our first year participating in four different Spanish Language categories:

- 1<sup>st</sup> & 2<sup>nd</sup> Place: Poetry Recitation, I Level
- 1<sup>st</sup> Place: Vocabulary Bee, Heritage Level
- 3<sup>rd</sup> Place: Extemporaneous Speaking, Heritage Level
- 1<sup>st</sup> & 3<sup>rd</sup> Place: Extemporaneous Speaking, I Level
- 3<sup>rd</sup> Place: Extemporaneous Reading, I Level
- 2<sup>nd</sup> Place: STATE in Poetry Recitation, I Level

**2007 AFLTA FOREIGN LANGUAGE FESTIVAL**

State Level Results:

- Two 1<sup>st</sup> Places: Contemporaneous Reading
- Two 2<sup>nd</sup> Places: Poetry Recitation
- Two 2<sup>nd</sup> Places: Vocabulary Bee
- One 3<sup>rd</sup> Place: Poetry Recitation

Distinguished Level Results:

- Eight for Poetry Recitation
- One for Poetry Recitation and Art

**GEOGRAPHY BEE** – LISA Academy student qualified to represent school at the state level

**DUKE UNIVERSITY TALENT IDENTIFICATION PROGRAM**

LISA Academy student awarded one of 21 2006 Merit Scholarships to the Duke University Talent Identification Program's Summer Studies Program.

**Family, Friends, Volunteers, Staff & Special Events**

**LISA Academy students, families, volunteers and staff are truly special to our school, and play an integral part in maintaining the spirit of community.**

- "Cookin' up Culture" – LISA Academy's annual *International Food Festival!*
- Granite Mountain Quarry field trip
- S.T.E.P. (tutoring/encourager program)
- 6-Flags Over Texas reward trip for Regional Science Fair participants
- Science Fair Awards Banquet
- Movie Nights for each grade
- School Dances



- Library Book Drive (over 6,000 books raised!)
- Soccer Club
- Plant & Flower Sale
- Volunteer Appreciation Night
- Homeroom Basket Auction
- Talent Shows
- Coffee Shop tutoring, Home Study groups & Library Focus groups
- Picnics, soccer & awesome BBQ at Pinnacle Mountain State Park
- Adventure Club outings to Petit Jean State Park, Old Mill, Funky Java Coffee Shop, and Memphis
- Teacher Appreciation Gourmet Luncheon
- Volunteer-made appetizers for Staff Meetings (voted “most delicious” staff meeting!)
- Anti-Drug Seminar
- Parent Internet Training Class (free!)
- Internet Presentation by NLRPD Special Investigations Unit
- After school clubs

## **2006 WEST PULASKI BASKETBALL TOURNAMENT**

LISA Academy’s Junior High and 6<sup>th</sup> Grade Boys Basketball Teams won their championship matches in 2006 West Pulaski Basketball Tournament.

## **EXCITING FIELD TRIPS**

**LISA Academy believes that a well-rounded child is a happy child, and seeks to develop students’ knowledge of their communities and the world around them by offering an exciting array of field trips.**

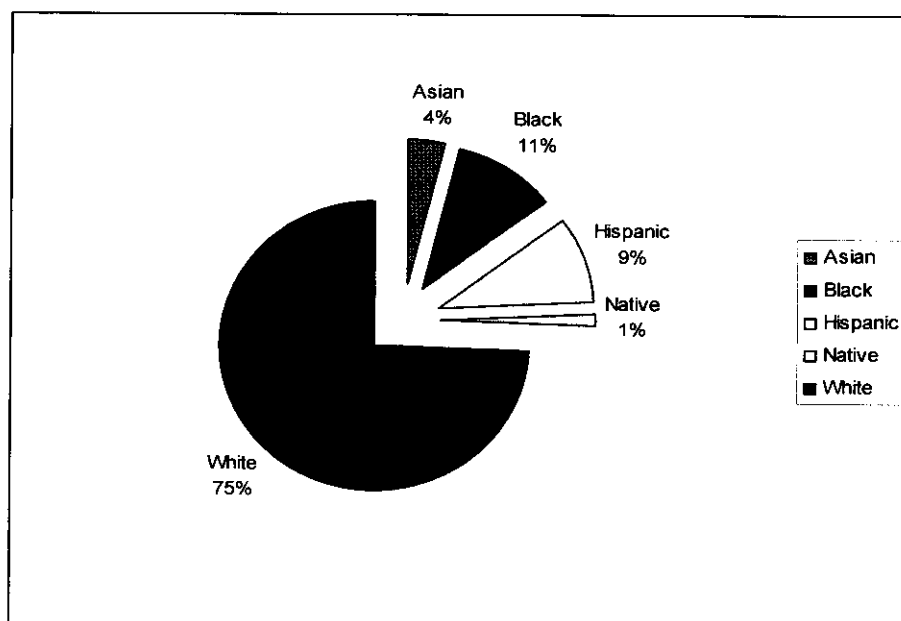
- National Civil Rights Museum (Memphis)
- NASA (Texas)
- Moody Gardens (Texas)
- Funky Java Café Poetry Slam (Arkansas)
- Maritime Museum (Little Rock)
- Good Shepherd Nursing Home (Little Rock)
- MacArthur Park Museum (Little Rock)
- Petit Jean Historical Landmarks (Arkansas)
- Children’s Theater (Little Rock)
- CALS Research Library (Capstone project for English)

- Good Earth Garden Center (Little Rock)
- OmniPlex Science Museum (Oklahoma)
- Cowboy Hall of Fame Museum (Oklahoma)
- Oklahoma City Memorial (Murrah Building, Oklahoma)
- International Field Trip to 3 countries
- Clinton Presidential Library (Little Rock)
- University of Arkansas at Fayetteville Tour for High School Students

As briefly mentioned above, the success of our model program has drawn state-wide attention from different segments of the community, encouraging us to initiate new K-12 schools with similar goals and programs in other major cities in Arkansas. We believe that our dedication, experience, expertise, and resources on our current school will enable us to serve more students and their families throughout the State of Arkansas.

LISA Academy – Fayetteville is planning to serve to two districts. Fayetteville School District and Springdale School District. The following tables and charts may give you an idea about the demographics subgroups of the districts that LISA Academy – Springdale will serve.

District_Name	Asian	Black	Hispanic	Native	White	Total
<b>Fayetteville School District</b>	333	924	803	116	6320	9334



District_Name	Asian	Black	Hispanic	Native	White	Total
<b>Springdale School District</b>	1158	331	6258	93	8636	25500

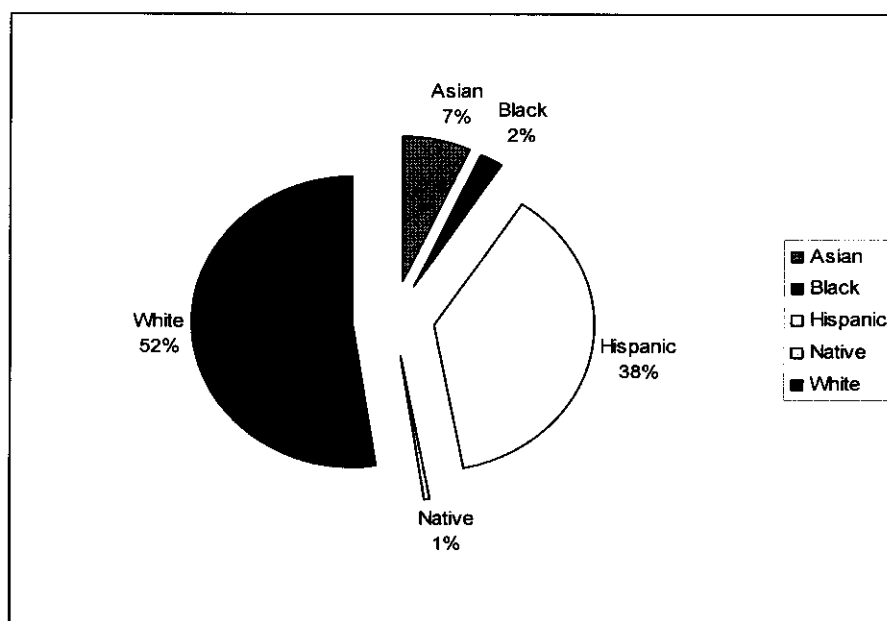


Table 5.1 compares the achievements of all students in Fayetteville and Springdale with those in the State of Arkansas and LISA Academy – Little Rock. This table clearly depicts that LISA-Fayetteville can serve the students with a high achieving and rigorous academic program

Table 5.1. ACTAAP RESULTS – 2008 (Values are given in percentage)

Grade	Literacy				Mathematics			
	Springdale	Fayetteville	State	LISA – Little Rock	Springdale	Fayetteville	State	LISA-Little Rock
3	58	72	64	N/A	74	81	79	N/A
4	62	73	67	N/A	70	79	74	N/A
5	63	78	64	N/A	64	77	67	N/A
6	62	76	63	<b>90</b>	65	83	72	<b>99</b>
7	50	77	57	77	56	80	62	<b>85</b>
8	59	83	67	<b>91</b>	53	74	56	<b>92</b>

Source: [http://www.arkansased.org/testing/test\\_scores.html](http://www.arkansased.org/testing/test_scores.html)

Integration of technology into various curricula has been a substantial goal in schools. LISA Academy – Fayetteville will serve as a unique school in the region where technology is widely and scientifically used

as a student-oriented learning tool. LISA Academy - Fayetteville will be a driving force for the minority population participating more in science, math and technology. The proposed school will implement a strong science program in which students will attend science fairs, Science Olympiads and other competitions with hands on science labs.

The demographic structure of the proposed school location is very diverse. The school officials believe that our students will gain invaluable life long experience from a Multicultural Awareness and Diversity Program. The diverse student body will be an element at LISA Academy - Fayetteville leading students to learn how to interact, share and empathize with their diverse peers. Traditional values for education and family are strong among minorities and recent immigrants. LISA Academy - Fayetteville also meets that need and shares those values.

One of the major challenges educators face nowadays is to get the parents more involved in their kids' education. New innovative strategies and techniques are required to enable effective parental involvement in education as already successfully implemented in LISA Academy at Little Rock. Strong parent/teacher/student relationship is crucial in helping students better. Home visits help establish rapport among these groups. During home visits, teachers discuss student progress, programs and planning; parents provide priceless feedback and input; and students improve both academically and socially. LISA Academy - Little Rock have been conducting home visits for 3 years and are unique schools in Arkansas in that sense.

One of the priorities in schools today is the safety. Parents demand safe schools where the children are not exposed to bullying, intimidation, violence, and such. LISA Academy - Fayetteville is committed to stand against any and all threats by forming a safe campus environment through ongoing supervision and extra supervision for the students. As a small size campus, LISA Academy - Fayetteville will be a secure and conducive learning environment that the parents expect.

There is a serious need for instilling moral values in our youth during schooling. The school plans to implement a campus-wide Character Education Program that will help students build great character, exemplary personality and skills for future leadership. Students at LISA Academy - Fayetteville will be encouraged to take responsibility for their actions, seek role models and develop into good citizens with high moral values. Parents will be regularly informed about the character education program to ensure that they will also be involved in our effort in inspiring good behavior in our future leaders. Students will also meet and interact with professionals during Career Days and develop an early thinking for their future aspirations.

## ELEMENTARY

Scientific studies indicate that elementary school lays the foundation for a rigorous secondary curriculum. The need for improvement in Reading in our schools has inspired the board members of the LISA Foundation to start with an elementary school and continue to build on during the secondary years.

The elementary section of LISA Academy - Fayetteville will emphasize Reading, Math, Science and Social Studies and follow a cross-disciplinary approach that will allow for the integration of art and technology into these core areas. Elementary students will work on science fair projects, art portfolios, and presentation skills to increase their understanding of concepts and self-efficacy.

Elementary section will serve as a model in the area where technology will be widely and scientifically used as a student-oriented learning tool. The school will have computer labs and Multimedia Computer Labs where students will be able to use multimedia and internet as part of a lesson plan in core subject

areas. The foundation strongly believes that exposure to technology at a young age is essential for elementary school students.

LISA Academy - Fayetteville also aims to meet the needs of diverse populations whose values for education and family are strong. The school will have a bilingual atmosphere and Spanish will be offered starting in the 4<sup>th</sup> grade to all students. Students will work in small groups on cultural projects that will facilitate their understanding of the Hispanic culture.

## SECONDARY

Although employment trends point to the need for technicians with less than a college degree, the demand for professionals with a strong math, science and technology background outpaces many other non-technical careers. According to the Department of Labor, the percentage of unskilled jobs in the labor market has currently dropped to 15%, while the percentage of skilled jobs has increased to 85%. Attracting the young population to the high schools, giving them the motivation to pursue their education life in a college, preparing them for higher education is one of the aims of LISA Academy - Fayetteville.

According to the national statistics, minorities and women are still underrepresented (about 10%) in the high-tech and science careers. LISA Academy - Fayetteville will focus its efforts on becoming a vehicle for minorities and women to select tougher programs of studies and careers based on the sciences.

Most middle and high school students are not aware of the opportunities to compete in global math and science Olympiads. LISA Academy - Fayetteville will raise students' awareness and begin the process of developing skills and the desire to compete at the highest level.

Students in middle and high school should be introduced research methods. LISA Academy - Fayetteville students will be asked to complete a science project every year. This research effort will be an enrichment activity, a family experience, an early start to academic work, an opportunity to develop a portfolio, a reference for the best colleges, and a way to establish connections with universities. Students will have the opportunity to work on advanced projects under the supervision of college professors and students. Students in our schools need such an exposure.

Character Education and Teen Leadership program will meet the need for instilling moral values in our children and developing leadership skills in our youth. LISA Academy - Fayetteville plans to implement a campus-wide Teen Leadership Program that will help our students build great character, exemplary personalities and skills for future leadership.

Career Education program will address the needs of middle school and high school students by helping them more about themselves, world of work and professions so that they can make the perfect match. In the Career and Technology, students will be guided to follow different tracks such as business, health, technology, trade, etc.

The charter school model allows room for flexibility, creativity and fine tuning in school policies, curriculum and management based on local needs. While keeping state standards and benchmarks as a guiding tool, charter schools can implement additional programs to meet the individualized needs of their students, parents and teachers. The small classroom and school size helps to maintain a low faculty: student ratio (1:15) to achieve certain performance goals.

Charter schools provide alternatives for parents, especially for those who would like their children to be educated with an orientation in a particular subject area. Because of its small size and friendly

*environment*, a charter school will draw the parents to school more successfully than a traditional public school. In this way, charter schools offer parents more options to *participate* in a more dynamic manner.

The *educational philosophy* and *specialized mission* of charter schools will foster an entrepreneurial spirit that will create a productive educational community. The *flexible curriculum* will allow a successful implementation and evaluation of a Character Education and Teen Leadership program on campus. The small number of students and a small sized campus will enable the administration to implement a firm discipline policy, provide supervision on campus, avoid circumstances that jeopardize *safety* and apply measures to take certain precautions in an unlikely emergency situation.

The open-enrollment policy of the charter school will support equity in education by allowing a *diverse* representation of students from urban, suburban, and rural communities regardless of race, religion, gender, nationality, etc. A charter school may draw students from nearby school districts as well as other diverse geographical areas. The implementation of a variety of *special programs* such as Gifted and Talented Program, ESL, Special Education, and Career and Technology on the same campus will serve the needs of a diverse student population who will interact with and benefit from each other. This will create a mini multicultural community with early awareness of diversity and being different.

LISA Academy Schools Network will make of separate charters feed each other continually towards achieving excellent standards in education. Each district will create an interactive learning community dedicated to a similar mission. Students, teachers, and parents in different cities will form a school spirit, exchange views, and benefit from this relationship through workshops, seminars, field trips, and online communication.

#### **6. Describe the educational program to be offered by the charter school.**

The immediate goal of LISA Academy - Fayetteville is to prepare students for academic success in their further endeavors, to enable students to maintain a broad spectrum of options for their future career choices, and to prepare them to be responsible and productive citizens. The Academy will provide an academically rigorous college preparatory program for all students regardless of race, ethnic origin, national background, or socioeconomic level.

We believe that an educated citizen in the 21st century must have the skills and understanding to participate and work productively in a multicultural, globally oriented environment, including the skills required to use technology to its full potential.

The school will focus on core knowledge (i.e. math, language arts, science, and history and essential skills so that students may achieve the mastery upon which further learning will build. The LISA Academy - Fayetteville education program also includes comprehensive, computer, health and physical education. School administrators and faculty at the Academy will work to align the curriculum with the frameworks. The core LISA Academy - Fayetteville grade-level outcomes will meet and exceed the Arkansas Curriculum Frameworks and are defined in part by referring to existing national and international standards.

In the course of their studies, students in LISA Academy - Fayetteville are expected to develop and sharpen the skills necessary to formulate a question or define an issue. Students will learn to find relevant information using appropriate tools and to evaluate it through critical thinking and quantitative analysis, based on which they will solve problems and make decisions. And they will be able to organize and present their work both orally and in written or graphic form.

LISA Academy - Fayetteville will strive to lead every student to these accomplishments which are essential to future success in school and at work, to the responsibilities of citizenship, and to the satisfaction of a cultivated mind.

LISA Academy - Fayetteville will be responsible for meeting the educational needs of its students without parents resorting to outside tutoring provided parents/guardians support the school's mission by ensuring home study sessions and homework completion. Beyond its core program, LISA Academy - Fayetteville is dedicated to challenging and stimulating every child by offering Advanced Placement Programs and/or International Baccalaureate in high school.

LISA Academy - Fayetteville's other goal is to provide a real choice among education opportunities for students, parents, and teachers. The availability of choice is an important element in educational accountability and promotes higher standards throughout the system. Those students whose families prefer a rigorous early education may choose LISA Academy - Fayetteville, while remaining free to return to the regular public schools in the district of their residence if they become dissatisfied. This mechanism puts emphasis on the needs of the students, and helps to ensure that these needs are met in either regular public schools or LISA Academy - Fayetteville. The accountability that choice encourages will also help maintain strong public support for public education as a whole.

In designing the educational program and its curriculum, teachers have reflected upon what adults do in their lives and what knowledge and competencies are required to be successful. The results of that discussion serve as the backdrop for decisions regarding curriculum development and instruction.

It is difficult, if not impossible, to discuss the curriculum outside of issues such as learning environment, instructional approaches and resources, personnel, and assessment. We will begin by stating that the state curriculum will serve as the minimum standard for the educational program. This decision is based on the realization that students will enter and exit educational programs over time. It is our responsibility to provide some consistent baseline of knowledge. All students will be given the opportunity and encouraged to take at least two foreign languages. All students will receive keyboarding instruction. Beyond these minimum standards, a plethora of possibilities are available.

Decisions dealing with curriculum and instruction will be based on:

1. Student interests.
2. Students needs as determined by assessment, and
3. State minimum requirements.

***Additionally, the curriculum will include the following:***

*Character Education* is integral part of a sound curriculum and each week teachers will feature a different ethical topics including but not limited to honesty, fairness, self-discipline, generosity, respect, compassion, responsibility, friendship, work, courage, perseverance, optimism, and loyalty. Students will be taught civic responsibility and patriotism and will be required to participate in individual and group community service projects.

*Technology* will be integrated into the curriculum. Students will be taught computer literacy each year. Distance learning will be utilized as needed, partnership with other schools, and colleges will be utilized when needed for curriculum enhancement.

As indicated above, LISA Academy - Fayetteville will expect its graduates to demonstrate a mastery of specific subject competencies. The following is a list of subject matter competencies that each graduate will acquire. These competencies are based on the Arkansas Curriculum Frameworks

**English Language Arts:** In the area of English Language Arts, students will:

- Understand and appreciate literature and the arts as expressions of and ways to interpret human experience.
- Employ a wide range of strategies as they write and use different writing process elements appropriately to communicate with different audiences for a variety of purposes.
- Apply knowledge of language structure and language conventions (e.g., spelling and punctuation) to print and nonprint texts.
- Comprehend, evaluate, and respond to works of literature and other kinds of writing which reflect their own cultures and developing viewpoints as well as those of others.
- Evaluate how the form and content of a literary work contributes to its message and impact.
- demonstrate a willingness to use reading to continue to learn, to communicate and to solve problems independently
- Develop and apply the communication skills of listening, speaking and viewing through a variety of informal and formal opportunities.
- Be well read as demonstrated by reading a variety of literary works representing different genres.
- Make informed interpretations of the purpose and meaning of literary works.
- Convey interpretations of personal experience gleaned from literature.
- Explain how literature from various cultural/ethnic groups expresses both distinctive and similar values, experiences, struggles and contributions.

**Social Studies:** In the area of Social studies, students will:

- Understand and apply civic, historical and geographical knowledge in order to become a citizen in a diverse world.
- Demonstrate an understanding of how ideas, events, and conditions bring about change.
- Apply information, concepts and perspectives from the history of our nation and the history and development of other nations.
- Demonstrate an understanding that people, cultures, and systems are connected and that commonalities and diversities exist among them.
- Deliberate on public issues, which arise in a representative democracy.
- Demonstrate an understanding of the significance of physical and cultural characteristics of places and world regions.
- Use historical research to ask and answer questions about the past.
- Recognize that regions can be defined in cultural, physical or political terms.
- Demonstrate an understanding that different economic systems and limited resources influence cooperation and conflict in decision making.
- Accurately interpret and summarize information from maps, charts and graphs.
- Demonstrate an understanding of the ideals, rights, and responsibilities of participating in a democratic society.
- Demonstrate an understanding of the commonalities and differences of various systems of government.
- Understand the building blocks of representative government.
- Understand the evolution of early civilizations and the development of new ideas, institutions and systems of thought.
- Recognize that events in the past inform the present.
- Demonstrate critical thinking skills through research, reading, writing, speaking, listening, and problem-solving.
- Understand the rich and varied achievements of diverse peoples.
- Demonstrate the ability to use the tools of the social sciences.

**Mathematics:** In Mathematics, students will:



- The student will communicate an understanding of the properties of numbers and operations (add, subtract, multiply, divide).
- Demonstrate and apply knowledge of numbers and numerical relationships to real-world situations.
- Demonstrate, construct, communicate, and apply the properties of geometric shapes and spatial sense to connect geometry with problem solving situations
- Solve problems that connect geometric applications to other topics in mathematics and other fields.
- Use measurement attributes (length, capacity, weight, mass, area, volume, time, money, temperature, scale and angle) to describe and compare mathematical and real-world objects.
- Demonstrate the appropriate use of measuring instruments.
- Apply measurement concepts to solve problems inside and outside the field of mathematics.
- Perform the steps that comprise data analysis, from gathering information to communicating results.
- Use probability models to perform experiments and simulations.
- Apply probability and statistical concepts in problem-solving and decision-making situations.
- use the language/symbols of algebra to represent patterns
- Construct mathematical models.
- Use a variety of problem solving strategies.
- Use advanced computing procedures.
- Understand and apply advanced properties of numbers.
- Understand and apply advanced methods of measurement.
- Understand and apply advanced concepts of geometry, algebra, data analysis
- Understand and apply advanced concepts of probability and statistics.

**Science:** In Science, students will:

- Demonstrate an understanding of physical systems as a process of inquiry.
- Explore, demonstrate, communicate, apply, and evaluate the knowledge of physical systems.
- Demonstrate an understanding of the connections and applications of physical science.
- Demonstrate an understanding of life science as a process of inquiry.
- Explore, demonstrate, communicate, apply and evaluate the knowledge of life systems.
- Demonstrate an understanding of the connections and applications in life sciences.
- Demonstrate an understanding of the inquiry process through the study of Earth and space systems.
- Explore, demonstrate, communicate, apply and evaluate knowledge of the properties of Earth and space systems.
- Demonstrate an understanding of the connections and applications of Earth and space systems.
- Analyze real world phenomena using scientific concepts, principles, and processes (e.g. cause and effect, energy, systems)
- Use the scientific method to ask and answer questions about the world
- Understand essential ideas about the composition and structure of the universe and the motions of objects in it.
- Know basic earth, biological, physical and chemical concepts.
- Understand basic concepts of matter and energy motion and forces.

**Fine Arts:** In the Fine arts, students will:

- Participate in artistic activities.
- Make informed interpretations of the purpose and meaning of artistic works.
- Convey interpretations of personal experiences in expressive forms.

- Explain how art from various cultural/ethnic groups expresses both distinctive and similar values, experiences, struggles, and contributions.
- Explain how the form and content of an artistic work contributes to its message and impact.
- Explain the role of the artist in providing service to the community and world.

**Foreign Language:** In the area of communicating in a foreign language, students will:

- Obtain sufficient verbal fluency and written proficiency to communicate effectively in a foreign language.
- Understand and appreciate the culture underlying a foreign language.

**Computer and Technology Applications:** In this area, students will:

- Use technology to increase learning
- Understand and use current word processing systems
- Understand and use current spreadsheet software
- Understand and use current database software
- Understand and use current presentation software
- Understand the uses of a networked system and the Internet
- Understand how technology can be of service to the community

## SCIENCE

The science program is designed to use a constructive view of learning skills, sequences, and science knowledge. It is believed that we must build the student's own reality when introducing content. Meaning in science comes from relating the new experiences to what they already know, not from simply adding new knowledge to what students know.

The sequence of instruction necessarily begins with misconceptions or alternate understandings that the students have about the topic. Thus, it engages students in activities that help construct or reconstruct meaning. Science classes' strategies include:

1. Encouraging students to make their ideas explicit, presenting them with events that challenges their ideas;
2. Encouraging the process of hypothesizing, and the generation of alternative inspirations of models, enabling the students to explore these alternatives in informal and friendly ways, particularly through group discussion, and providing opportunities for students to use their new ideas in wide ranges of situations so that they can appreciate their utility.

LISA Academy - Fayetteville science program will concentrate more on an experimental, hands-on approach to their current definition of science while increasing the abstract knowledge of science. The science curriculum of LISA Academy - Fayetteville includes advanced courses in each grade for talented, gifted students and those who want to study for Science Olympiads, one of the biggest goals in LISA Academy - Fayetteville.

Science is a dynamic ever-changing discipline; thus student will be encouraged to use computers and the Internet, plan and organize projects, hypothesize, analyze data, and draw conclusions from tests they will create. The major purpose of the science curriculum is to teach children to become self-reliant, independent problem-solvers, concentrated in science subjects, which are merged with life in a consistent manner with what is known about adolescence. It is designed to create a high level of interest in learning that will become personalized and individualized.

Activities in science are designed to integrate appropriately with other subject areas. Students practice language art skills when they communicate their thoughts by writing and presenting speeches. They use

mathematical skills by graphing or calculating. Social studies are integrated when students study the impacts of science and technology on the environment. The science curriculum is integrated with the latest scientific and technological improvements by putting them into curriculum as soon as they appear. It aims for the students to follow and be aware of the latest scientific improvements throughout the world via science and technology clubs.

#### **Grades K – 4**

K-4 science introduces the general knowledge of the characteristics and processes of science using appropriate safety procedures, equipment, and technology with three primary goals:

1. Students will be able to communicate observations orally, in writing, and in graphic organizers (e.g. bar graphs, Venn diagrams).
2. Students will learn how to refine questions that guide scientific inquiry.
3. Students will learn and conduct scientific investigations individually and in teams (e.g. lab activities, field activities)

#### **Grade 5**

Fifth grade science focuses on the demonstrations and application on the knowledge of systems in nature with two primary goals.

1. Students will be able to communicate results and conclusions from scientific inquiry.
2. Students will develop an understanding of structure to implement strategies for long-term, accurate data collection.

#### **Grade 6**

Sixth grade science introduces the general properties of matter, forms of energy, ecosystem and change. The content is integrated in a curriculum with three primary goals:

1. Students will be able to use scientific terminology appropriate to their developmental level to make predictions in a system (e.g., ecosystems);
2. Students will learn to work cooperatively with other students to investigate, solve problems, and analyze laboratory data, and
3. Students will learn and demonstrate safe laboratory practices.

#### **Grade 7**

Seventh grade science focuses on the theme of 'structure'. Physical, earth and life science content are integrated in a curriculum with two primary goals:

1. Students will value and use science as a process of obtaining knowledge based on observable evidence.
2. Students will develop an understanding of structure as a general concept that is common to all content areas. Technology issues and the nature of science are infused into the core. An important part of this curriculum is the personal relevance of science.

#### **Grade 8**

Eighth grade science focuses on the theme of 'change'. Earth, physical science and life science's contents are integrated curriculum with two primary goals:

1. Students will value and use science as a process of obtaining knowledge based on observable evidence.
2. Students will develop an understanding of change as an organizing science concept common to all content areas.

## SECONDARY LEVEL SCIENCE

LISA Academy - Fayetteville believes as a philosophy that science empowers students to understand our world and how it works. Science, therefore, is the key that opens the doors that help students discover their own unique and important gifts. Their gifts must then be used to benefit the school community and the community at large. What characterizes and makes our science courses unique at the high school level is our approach of: (i) Requiring every student to take at least three years of science. (ii) Exposing a large number of students to the study of physics, one of the best indicators of student success in college science courses. (iii) Involving all students in an annual School-Wide Science Fair, which in turn prepares many for outside competitions held locally and statewide. (iv) Making three different computer classrooms available to use for science class work. (v) Providing classes in research methodology. These offer students a chance to start and continue on the road to mastering the intricacies of scientific research.

Sample course offerings for secondary level Science:

GRADE 8 - 9	GRADE 10	GRADE 11	GRADE 12
Biology	Chemistry	Physics AP Physics	AP Physics AP Biology AP Chemistry

## MATHEMATICS

Mathematics curriculum is one of the most focused curricula in LISA Academy - Fayetteville. In the math curriculum it is important for students to:

1. Understand in what sense mathematics is the study of patterns and relationships,
2. Become familiar with some of those patterns and relationships, and
3. Learn to use them in daily life.

Students will have considerable experience in making data, tables, graphs, and geometric sketches and using them, along with symbols and clear English, to describe a wide variety of patterns and relationships. Students will examine the limitations of mathematical models in describing and predicting events in real world. They will be encouraged to state their own criteria for what is a satisfactory result to discuss their judgments in terms of their purpose.

Three major characteristics of the LISA Academy - Fayetteville math curriculum are:

1. Problem solving is the focus of courses.
2. Basic skills in mathematics are defined to encompass more than computational facility.
3. Mathematics programs take full advantage of the power of calculations and computers.

Students will be able to understand the mathematical significance of the operations while they will be able to perform arithmetic operations. By focusing on the 'why' behind the algorithmic procedures, we are preparing students for further study of mathematics as well as the quantitative literacy of daily life.

The mathematics curriculum is integrated throughout the curriculum as much as possible. It offers a range of courses to meet different developmental and ability levels. Students work at their level and take algebra at a time that is appropriate for them. There is a great range of advanced courses for those who have a talent for math, and they are encouraged to study for international and national Olympiads.

### **Grades K – 4**

Grades K-4 Mathematics focuses understanding numbers, ways of representing numbers, relationships among numbers and number systems. Students shall also understand meaning of operations and how they relate to one another. Courses during K – 5 also teach students to compute and make reasonable estimates. They will recognize, and develop patterns, relations and functions. Students will identify and use units, systems and processes of measurements

The main topics in grades K – 4 in LISA Academy - Fayetteville are:

Numbers and number systems, operations, algebraic symbols, algebraic models, geometric properties, transportation of shapes, Geometric Models, Systems of measurement

### **Grade 5**

Fifth grade mathematics introduces the number sense, properties of number operations, numerical operations and estimations. Students will represent and analyze mathematical situations and structures using algebraic symbols. Fifth grade level math also cover to formulate questions and to teach to select and use appropriate statistical methods to analyze data.

The main topics in the fifth grade in LISA Academy - Fayetteville are: Numeric operations and estimations, develop patterns, relations and functions, Algebraic representations, Geometric Properties, Visualization and Geometric Models

### **Grade 6**

Sixth grade mathematics is designed to make mathematics relevant to the student and to help the student become an independent problem solver and critical thinker. This course is accelerated, prepares students for algebra and geometry, and challenges those students with a high aptitude in math.

The main topics in the sixth grade in LISA Academy - Fayetteville are: Ratio, proportion, and scale, probability and statistics, the nature of functions, algebraic expressions and equations.

### **Grade 7**

The intent of the seventh grade mathematics program is to provide the students with the math skills needed to be successful in their individual life styles. The program will emphasize the mastery of basic mathematics skills and concepts.

The main topics in the seventh grade in LISA Academy - Fayetteville are: Problem solving, mental math, estimation, decimals, patterns and number sense, fractions, introduction of algebra, integers, investigation in Geometry, area, surface area and volume, ratio, proportion and percent, discrete math and probability, functions and graphs.

### **Grade 8**

The scope and sequence of the eighth grade program is as follows: review of pre-algebra concepts, solving a full range of first degree and literal equations, operations with polynomials, factoring polynomials, inequalities, analytic geometry, simultaneous equations, functions, rational expressions, and quadratic equations.

## **SECONDARY LEVEL MATHEMATICS**

Accepted as a philosophy that “all children can learn,” LISA Academy - Fayetteville will not track students into large groups, but will instead provide individualized tutoring, small group work and extra practices for those students who need more time to master complex concepts.

According to the National Council of Mathematics Teachers, a shift is needed from traditional 'paper and pencil' approaches which emphasize computation and rote learning to an approach which emphasizes the child gaining mathematical insight, reasoning, and problem solving skills. LISA Academy - Fayetteville will focus on creating a developmentally appropriate math curriculum where children are encouraged to understand the conceptual bases and quantitative analysis of mathematical relations. LISA Academy - Fayetteville believes that the logical thought processes of mathematics are necessary to the development

of critical thinking. Through exposure to the basic courses, students not only attain the computational skills needed for everyday life but also develop their ability to think clearly and to present their thoughts in a precise, well-organized fashion. The program will be flexible in that it satisfies the needs of students who are not particularly mathematically oriented, while providing the challenge and interest necessary for those who want a sound mathematical background on which to base further study.

Sample course offerings for secondary level Mathematics:

GRADE 7	GRADE 8	GRADE 9	GRADE 10	GRADE 11	GRADE 12
Algebra I	Algebra I Geometry	Algebra I Geometry Algebra II	Geometry Algebra II	Algebra II Calculus	Calculus AP Calculus Statistics

## ENGLISH LANGUAGE ARTS

### Grades K – 2

**Writing:** Shared and interactive writing include group message writing, letter writing, and list and chart making. The expression of written ideas in K-2 begins with the teacher writing the child's words (dictation). Students will engage in independent writing through the creation of little books and class books, as well as writing in their personal journals. Students will create and select pieces for a writing portfolio and publish approximately ten pieces throughout the year by sharing writing and use available technology for publishing.

**Reading:** The goal of the K-2 language arts program is to help all children develop a love of literature, in all its forms, and to encourage all to feel successful as readers, writers, and communicators, regardless of their developmental level. Program creates a developmentally appropriate classroom environment that promotes literacy learning through active involvement, meaningful play experiences, and thoughtful instruction. Students will learn how to apply concepts of print, acquire knowledge of spoken words and understand the relationships of speech to print as they develop a foundation for literacy. Students will also learn preview a selection and use the text and visuals to access appropriate prior knowledge to make reasonable predictions and enhance and monitor the understanding of text.

**Speaking:** Students will demonstrate effective oral communication skills to express ideas and to present information. Students will study word families and word patterns, as well as letter sounds. These lessons will develop a solid foundation of the decoding and spelling skills that are necessary for successful reading and writing. Students will use more descriptive and specific vocabulary to name and describe people, places, things, and actions. Students will use synonyms and antonyms appropriately in speech with a correct tense.

### Grade 3 – 5

**Reading:** Students will comprehend strategies for understanding fiction texts, and strategies for obtaining information from non-fiction texts. Students are expected to acquire and apply skills in vocabulary development and word analysis to be able to read fluently. Students will also read, examine, and respond to a wide range of texts for variety of purposes some novels are read by the entire class and others by small reading groups. Group discussions focus on character motivation, plot development, and the role setting plays in a novel. Vocabulary will be enhanced through learning to define words from their context and directly learning the definitions of assigned words selected from novels and curriculum studies

**Writing:** The 3-5 writing program continues to focus on teaching students to express themselves clearly in print. Grammar lessons focus on sentences using multiple clauses, verb tenses, and parts of speech.

Emphasis is placed on solidifying punctuation skills learned in earlier grades and learning how to proofread and edit writing. Research skills, including note taking, report writing, bibliographical notations, and use of the Internet are taught. Students will employ a wide range of strategies as they write, using the writing process appropriately. Students will demonstrate competency in writing for a variety of purposes, topics and audiences employing a wide range of forms and apply knowledge of Standard English conventions in written work.

**Speaking:** Students will use common pronouns and adjectives appropriately in speech most of the time. Students will use vocabulary from content area texts in complete sentences in appropriate sentences. Students are expected to use complete sentences most of the time to clarify and explain words and ideas orally. Students will communicate ideas sequentially or organized around major points of information using complete sentences most of the time. And also they will practice working in small groups, with partners in class discussions and sharing by asking questions to clarify understanding and responding to the questions of others in complete sentences.

### **Grade 6**

The scope and sequence of the sixth grade English language Arts program is as follows: free writing, clustering, listing, and brainstorming, formal writing (structured paragraphs, reports, and essays, creative writing, journal writing, editing, spelling, vocabulary, and grammar, reading. This program enable our students to meet and exceed the state frameworks in Language Arts.

### **Grade 7**

The seventh grade English Language Arts curriculum has two components: Literature and Writing workshop. Literature units are organized thematically, beginning with personal themes and broadening to social and ethical concerns. In the study of literature, reading, discussing, and arguing about meaning and ideas take an important place. Individually and in small groups, students practice developing and finding evidence to support their interpretations of literature. Vocabulary is taught in the context of literary reading. Curricular work culminates in analytical essays. A major emphasis is on learning to write a 3-5 page critical essay with a clear thesis and correct grammar.

The writing component of the curriculum is structured on a workshop model. This is an individualized approach with students pursuing subjects of their choice in the genre they choose. Two or three blocks per week are designated for writing, and almost all work is done in class. The goal in this free choice writing is for students to use the writing process: brainstorming, drafting, content conferencing, revising, grammar editing, and revision publishing. They read, edit, and discuss one another's writing at each stage. Grammar is taught both in class and in editing conferences in which the teacher can focus on the individual writer. Each student maintains a portfolio of completed writing that is kept in the classroom throughout the year.

We think of students as reporters whose beat is the world. They are creating a story every day about what they experience and read. The collection of their writing is a kind of newspaper, an ongoing chronicle of who they are and the worlds they inhabit.

In reading, students will: Demonstrate an integrated understanding of language, elements of plot, possible themes, likely motives and traits of characters, and the effect of setting. Demonstrate an integrated understanding of major concepts, the evidence that supports those concepts, the possible application of the concepts, and the possible purposes the selection might serve. Identify, locate, and use information from the library and other sources. Demonstrate the ability to analyze and synthesize information. Respond to reading by interpreting text, developing inferences, and using background knowledge and literary elements.

In writing, students will: Write in direct response to a given prompt, using ideas, reasoning, examples, and/or commentary that is pertinent. Write in direct response to given prompt, demonstrating knowledge of grammar, mechanics, and usage. Use the writing process to develop and evaluate self-initiated writing.

In listening/visual literacy, students will: Demonstrate the ability to evaluate the content of a speaker's message. Demonstrate an awareness of the meaning(s) of a speaker's nonverbal communication. Demonstrate the ability to recognize the effects of persuasive techniques and propaganda on the meaning of what is being heard and/or viewed. Demonstrate appropriate grade level listening/viewing skills by listening to/viewing a variety of media.

In oral communication, students will: Demonstrate the ability to construct and deliver a persuasive speech. Demonstrate the ability to monitor and use personal nonverbal communication techniques effectively when speaking both formally and informally. Demonstrate the appropriate use of syntactical cues, speed, voice inflection, and emotion when reading orally. Demonstrate the appropriate grade level oral communication skills.

### **Grade 8**

The goal of eighth grade English is to master the art of textual analysis and apply that analytic ability to essays and other writing. Students are required to write clear prose with accurate grammatical structure and to form articulate thesis statements. Students develop and execute original projects which illuminate the texts we study, adding to the data bank of information we have about the literature.

The writing program concentrates on a text-based analysis of literature. Topics are generated by the students from questions they have written about the text. All papers are done in at least three drafts; student editors, as well as the teacher, read and comment on the essays. As a result of this editing process, students choose stronger topics for their papers, learn to define a thesis, gain a clear willingness to edit and revise, and learn to criticize one another productively. Papers are done individually and are graded at the third or fourth draft. Grammar is taught individually as part of writing conferences and as a class on specific topics. Vocabulary is generated from the literature. They will also master the skills of working in groups, negotiating and setting deadlines, and discussing the literature. The group creates a 'journal' of their textual analysis, which is graded as a team project.

At various points of the year each student will be doing independent historical research on the time periods in which the books took place and/or producing analytical and creative pieces both individually and collaboratively.

In reading, students will: Demonstrate an integrated understanding of language, elements of plot, possible themes, likely motives and traits of characters, and the effect of setting. Demonstrate an integrated understanding of major concepts, the evidence that supports those concepts, the possible application of the concepts, and the possible purposes the selection might serve. Identify basic literary elements and discuss relationships between those literary elements and textual meaning. Identify, locate, and use information from the library and other sources. Respond to reading by interpreting text, using background knowledge, using literary elements, and developing inferences.

In writing, students will: Write in direct response to a prompt using ideas, reasoning, examples, and/or commentary that is pertinent. Write in direct response to a prompt demonstrating knowledge of grammar, mechanics, and usage. Use the writing process to develop and evaluate self-initiated writing.

In listening/visual literacy, students will: Demonstrate appropriate grade-level listening/viewing skills by listening to/viewing a variety of media. Demonstrate the ability to evaluate the technical aspects of an oral presentation. Demonstrate the ability to identify the communication rituals used in everyday situations, e.g., legal, occupational, religious, social. Identify verbal and nonverbal acts in a television/or radio commercial that can be interpreted in two or more ways. Demonstrate the ability to retain information



heard by using note-taking techniques to record current information, retrieve prior knowledge, and link old information to new.

In oral communication, students will: Demonstrate appropriate grade-level oral communication skills. Demonstrate the ability to validate an understanding of a message through an objective synopsis of the information. Demonstrate the ability to verbalize a set of complex directions in an organized and clearly stated manner. Demonstrate the personal development of effective strategies for rehearsing a speech.

## **SECONDARY LEVEL ENGLISH LANGUAGE ARTS**

Sample course offerings for secondary level English Language Arts:

<b>GRADE 8</b>	<b>GRADE 9</b>	<b>GRADE 10</b>	<b>GRADE 11</b>	<b>GRADE 12</b>
English I	English I English II	English II English III	English III Oral Communications	English IV Drama

## **SOCIAL STUDIES**

### **Grades K – 4**

In these grade levels, students shall develop an understanding of the interactions between people and their environment. Students will develop an understanding of how cultures around the world develop and change. The course will teach students to understand forms and roles of government. Students will learn how to participate, develop, and use the skills necessary for effective citizenship. They will be able to analyze significant ideas, events, and people in world, national, state, and local history and how they affect change over time. Students shall evaluate the use and allocation of *human, natural, and capital resources*.

### **Grade 5**

In this grade, students shall develop an understanding of the physical and spatial characteristics and applications of geography. Students also develop an understanding of how cultures around the world develop and change. Students will learn how to participate develop and use the skills necessary for effective citizenship. The course will give student an idea how to analyze significant ideas, events and people in world, national, state, and local history and how they effect change over time

### **Grade 6**

In this level, the meaning and importance of history will be taught. Students will identify and compare characteristics and accomplishments of major world civilizations, and interpret historical events and decisions from distinct cultural viewpoints. Students will learn geography in conjunction with their study of history.

### **Grade 7**

In this grade, the student will be introduced to those cultures and areas of the world that play an important role in today's global community. They will be able to express their ideas about current international issues. The students will also be presented a multicultural perspective on the political, intellectual, and cultural penetration of ideas into world cultures. They will be able to distinguish between past, present, and future, identify and construct a sequence of events within a historical narrative, and make connections between historical cause and effect.

### **Grade 8**

Eighth grade Social Studies is intended to increase students' knowledge of the history of the United States. Information is covered through a chronological approach, beginning with an examination of the American Revolution. A detailed study of the United States from 1776 through 1914 then follows.

Special emphasis will be placed on geographical concepts, current events, writing, and interdisciplinary units taking physical education activity classes.

## SECONDARY LEVEL SOCIAL STUDIES

Sample course offerings for secondary level Social Studies:

GRADE 9	GRADE 10	GRADE 11	GRADE 12
American History	World History	Civics/Government Arkansas history	AP US History 20 <sup>th</sup> Century America

## FINE ARTS

### Grades K – 4

Students will inquire/explore/discover historical, cultural, social, environmental, and personal references from which to develop concepts/ideas. Students will use their creativity in a wide variety of media, techniques, processes, and tools to develop original works of art and *design*. Students will reflect upon, respond to, and rediscover the art work and concept of self, of others (past and present), of *environments*, and of diverse cultures.

### Grade 5

Students will research and discuss diverse cultures, styles, and periods of art. Students will use their creativity in a wide variety of media, techniques, processes, and tools to develop original works of art and *design*. So students Create art work using the *elements* and *principles of design* to express thoughts and experiences.

### Grade 6

The basic goals of the fine art courses in this grade are intended to help students to become sensitive to the visual aspects of their environment, use art as a means of personal expression, solve practical design problems creatively, and evaluate their own and others' art work using the principles of art and the elements of design.

### Grade 7

Art will be taught under three subtitles in the seventh grade. Each student will do several exercises to improve drawing skills. These are geared to improve the ability to see and to imagine. A detailed drawing will be the final project in Drawing.

Students will explore possible content in art prints or works of art. A series of paintings will be done in a progression from realism to abstraction starting with a cartoon in Paintings.

### Grade 8

Students will do several exercises to improve their ability to see their environment. Contour drawing will be explored and a detailed drawing of each student's own hand will be done. After studying cubism, color, value and intensity, students will produce a painting using tints and shades of all primary and secondary colors under the two subtitles drawing and painting in LISA Academy - Fayetteville.

## SECONDARY LEVEL FINE ARTS

This Fine Arts emphasizes the process of creation, through which students may experience their growth and development immediately and directly. Visual art, music and movement are integrated into everything and also taught as separate ways of seeing and being aware.

### Grade 9

Students will develop a presentation in one or more of the arts in terms of historical, social, cultural, critical and aesthetic parameters. While doing so, they will take advantage of current and available

technological advances and provide information about their development as artists and creative and critical thinkers. Moreover, they will examine the arts from a point in history to discover how art forms interacted with each other and with the social, political, spiritual, environmental, and economic issues of the time.

#### **Grade 10**

Students will focus on recurring ideological themes, images or symbols used in works of arts, and critique the facts playing a role in their continuing presence. Students will express their ideas about a concept or problem and propose multiple solutions/ technologies and evaluate the effectiveness of each solution. Students will apply what they learn in class to real life.

#### **Grade 11**

Students will learn how to create or perform a body of work that contains and reflects exploration, experimentation and development. Students will gain the ability to express their own ideas about a work of art in terms of existing and recurring ideological themes, images, symbols, styles, and technologies. Students will be able to judge a local arts event, work, structure, organization, and institution in terms of artistic, economic, social and environmental aspects.

#### **Grade 12**

Students will gain advanced skills of creative and critical thinking and the individual contribution to art forms by presenting a public exhibition or performance of personal work. Students will study social, cultural, economics, political and environmental issues surrounding public art. Students will analyze the relationships among community values, local artistic expression, and funding for the arts.

Sample course offerings for secondary level Fine Arts:

<b>GRADE 9</b>	<b>GRADE 10</b>	<b>GRADE 11</b>	<b>GRADE 12</b>
Art	Instrumental Music	Vocal Music	Advanced Art/Music

### **PHYSICAL EDUCATION**

#### **Grades K – 5**

Physical education program at these levels focuses on demonstrating competency in motor skills and understanding of movement concepts, principles, strategies, and tactics as they apply to the learning and performance of physical activities. Students will learn to demonstrate an understanding of the importance and health benefits of participating in lifetime sports and recreation.

#### **Grades 6, 7, and 8**

Physical education program at this level focuses on sports related activities and physical fitness. Students will be exposed to a variety of team and individual experiences. They will also be assisted in their social and emotional development. The primary purpose of physical education is to promote a healthy life style, develop motor skills, and develop a positive attitude toward physical fitness.

The program of physical education at eighth grade level includes flag football, indoor soccer, table tennis, rhythm circuit training, basketball, aerobic activities, physical fitness activities, floor hockey, volleyball, track and field decathlon, softball, and badminton.

## **SECONDARY LEVEL PHYSICAL EDUCATION**

### **Grades 9, 10**

This course demonstrates understanding and respect for difference among people in physical activity settings. Students will understand that physical activity provides opportunities for enjoyment, challenge, self expression and social interaction. Students will respect the role that regular physical activity provides in the pursuit of life-long health and well-being. Through this course students will understand and develop fitness skills that can be used throughout their lives.

### **Grades 11, 12**

This course provides an opportunity for students for further developing their skills in a variety of team and individual activities. Emphasis is placed on the understanding and employment of basic motor skills. Students will be given the opportunity to test and increase their personal level of physical fitness. In addition to increasing actual skills and developing fitness, students will learn, execute, and even create complex strategies. Critical thinking skills will be developed as student delves into sports psychology and coaching.

## **HEALTH EDUCATION**

### **Grades K – 5**

Health Education offers students an opportunity to acquire knowledge, practice skills, and develop attitudes that can benefit them throughout life. Building a solid foundation of good decision-making skills can contribute to a variety of healthy choices for self and others. Students will learn ways to improve mental health and manage stress. Strategies will be developed for appropriately and safely expressing emotions, and students will understand the range of emotions, including extremes.

### **Grades 6, 7, and 8**

It is known that many lifelong practices and habits are learned and acquired during childhood and youth. These growing and developing years are extremely important to the establishment of sound health practices.

### **Grades 9 and 10**

In this grade, individual sports classes are offered. These classes will include gymnastics, step aerobics, track & field, weight room conditioning, tennis, and table tennis. Team sports will be offered which will include basketball, soccer, softball, and volleyball.

### **Grades 11, and 12**

Students will be given fitness classes, specifically desired to bring them to an acceptable level of fitness. Students will raise their fitness level and understand its relationship to lifetime physical and mental wellness. Students will be encouraged to participate in interscholastic sports. Others may choose to fulfill their requirement by taking physical education classes. Training classes will be offered for athletes who are out of season in their particular sport or sports.

## **FOREIGN LANGUAGE (SPANISH)**

LISA Academy – Springdale will start to offer Spanish course by starting from the 4<sup>th</sup> grade. Students will have chance to learn Spanish from fourth grade through eighth grade. Following statements are the main reasons that LISA Foundation planned to offer Spanish in elementary and middle school.

- Spanish is the second world language as a vehicle of international communication and the third as an international language of politics, economics and culture.

- About 330 million people in the world speak Spanish as their first language.
- The demand for Spanish courses has doubled world-wide in ten years.
- Spanish is the official language in 21 countries.
- Approximately another 100 million people speak Spanish as a second language.
- Spanish is expected to be the first language of 50% of the population of the United States within 50 years.
- Spanish is the most popular foreign language to learn in America and Europe.
- Today Spanish is an official language of the UN and its institutions, the European Union and other international organizations.
- The Spanish language is used world-wide on the Internet.
- Latin American countries are experiencing constant economic growth and because of that, are becoming more important as trading partners:

#### **LISA Academy – Fayetteville High School Spanish Credits:**

- **SPANISH I:** This course will emphasize improving the speaking and writing skills of students and on using language colloquially and creatively. Emphasis will also be placed on expanding reading selections, studying Hispanic culture, and exploring Spanish as a career tool.
- **SPANISH II:** This course will build on the curriculum of Spanish I and will include a comprehensive grammar review and expansion of oral proficiency. Hispanic literature and contemporary Hispanic writings from Spanish-speaking countries will be introduced and critically discussed.
- **SPANISH III:** This will continue the development of students' language skills. Oral and written proficiency will be the focus along with a deeper understanding and appreciation of Hispanic culture and of contemporary issues.

#### **COMPUTER SCIENCE**

- **COMPUTER LITERACY:** This course will be designed to meet the requirements for graduation in computer education. It will provide an awareness of what computers are and the ethical and historical aspects of computing. Students will have "hands on" experience with applications in word-processing, spreadsheet and database programs. Some classes will be lecture and some will be laboratory-based classes. Quizzes, tests and computer-based exercises and projects will form the basis of students' grades.
- **COMPUTER APPLICATION:** This course will focus on teaching students to use computers and computer software. They will be introduced to the uses of word processors, spreadsheets, and data management systems at the level required for home and school use. By the end of the course, students will have set up a work sheet model from a spreadsheet package, designed a format for a data base, entered data, and written a report using a data management system. Students will use the word processor to write letters and resumes and will also learn to evaluate software of various kinds and learn the workings of a PC.
- **VISUAL BASIC PROGRAMMING:** This course, designed as a first course in computer programming, will emphasize a carefully disciplined approach to programming. Critical thinking and problem solving skills are vital to using the computer as a problem- solving tool and will be taught as a part of this course. Students will use the Visual Basic programming language to develop applications for the DOS/Windows operating system.

➤ **MULTIMEDIA:** Available for students interested in learning to use a variety of multi-media tools. During the first quarter, instruction will be given in programs such as HyperCard, Hyper studio, Adobe PhotoShop, Amazing Animation, and QuickTime.

During the second quarter, students will plan and produce a project that requires working across platforms and integrating sound, graphics, and video.

Steps in the development of the project include: Identifying the goals of the project, conducting a needs assessment, preparing an analysis and designing the product, producing the project, conducting formative evaluations throughout the development process, presenting the project to a panel for final evaluation Programming in C.

The students will attend mastery on programming. C programming language will be used on the DOS/Windows platform. Topics covered will range from basic declarations through dynamic data structures and will include all data types, files and functions.

➤ **COMPUTER AND ART ANIMATION:** This course, taught on both Windows or Macintosh platforms, will introduce students to the basic principles of drawing, graphics, design, and animation. Programs used will include PhotoShop, Infiniti-D, 3-D MAX.

➤ **DESKTOP PUBLISHING:** This course will provide students with considerable “hands-on” computer experience using PageMaker on PC or Apple Mac computers. The discussion of design concepts will be integrated with the description of how to use PageMaker.

➤ **AP COMPUTER SCIENCE:** This course will prepare students for the Advanced Placement Computer Science exam. The curriculum will follow that defined by the College Entrance board and will cover C++ programming language. Programming methodology, language structure and the ethical use of computers in our society will encompass the major focus of this course.

LISA Academy at Little Rock has a great experience in preparing and implementing the plan in school and district wide. The proposed school LISA Academy – Fayetteville will also submit its ACSIP plan and will get technical assistance from LISA Academy at Little Rock if it is needed. LISA Academy – Fayetteville may also ask technical support from ADE.

**7. List the specific measurable goals in reading, reading comprehension, mathematics, and mathematics reasoning based on the state mandated assessments, and any other assessment tools if used, for improving student academic achievement for each year of the charter schools’ initial five (5) year period.**

The Academy will use multiple methods in assessing the needs of our students’ core academic skills. Assessment of individual student performance will be based on using combination of the following:

- Standardized assessments (i.e. ACTAAP)
- Monthly School wide Mock Exams for English and Mathematics
- Criterion referenced assessments
- Benchmark exams – ACTAAP, Norm-referenced assessments - IOWA
- Students demonstration of work
- Traditional grading system, Behavioral indicators

In addition to the indicators set by the state accountability rating system, LISA Academy - Fayetteville expects its students to achieve the goals given in the tables below.

**Table 7.1 : Academic Goals and Measurable School Performance Objectives**

<b>Academic goals</b>	<b>Assessment Tools</b>
Students will demonstrate a proficient in reading and writing ( Read and write at or above grade level )	Iowa Test, School assessments, Arkansas Benchmark Exam, competitions such as Spelling Bee, Scholastic Writing Contest
Student proficiency and achievement in reading will improve	Arkansas Benchmark, School assessments, Monthly School wide Mock Tests school, Performance on daily practice activities
Student proficiency and achievement in writing will improve	Arkansas Benchmark, School assessments, Monthly School wide Mock Tests school, writing assignments, Creative Writing Class
Students will demonstrate proficiency in Math	Arkansas Benchmark, School assessments, Monthly School wide Mock Tests school, End of Course Algebra1, Geometry, Algebra 2 , Mathcounts, AMC
Students will demonstrate proficiency in science and engineering	Participate in Intel Science and Engineering Fair, state fair, regional fairs. Attend Science Olympiads at international, national and regional levels
Students will demonstrate proficiency of a foreign language	Essays, varied writing assignments, cultural performances and standard tests
Students will demonstrate mastery of leadership skills	Presentation skills, surveys, meeting facilitation, action plans, journals, portfolios, conflict resolution, diversity sensitivity, and personal leadership qualities
Students will develop computer skills for research, online homework and tutoring	Demonstrate mastery in technology, e.g. software, computer languages. Online portfolio for high school students
Ensure that each student gains an understanding of his/her learning style	Results of learning style inventory leading to improved achievement, self-assessment, individual and group projects, surveys and consulting
Achieve a steady increase in community involvement	Art exhibit, science exhibit, and volunteering in community activities
Ensure each student is accepted to a highly recognized post-secondary institution.	Mock SAT, Mock ACT, PSAT, SAT, ACT , AP Tests
Ensure each student develops life-long learning skills	Self-assessment, goal-setting, critical thinking, information processing, problem solving, effective communication, collaboration and cooperation, self-discipline, and creative expression

Additionally, student's attendance rate will be increased gradually over the first five years. LISA Academy - Fayetteville will maintain current monitoring of attendance by staff. And teachers will conference with parents. Lisa Academy will inform the parents if student is attending regularly.

**8. Describe the process that will be used to develop and align the curriculum with the Arkansas Curriculum Frameworks.**

Goals, objectives, and content in all subject areas and grade levels under the Arkansas Curriculum Frameworks established by ADE will be followed. The school embraces all the state's goals and objectives related to curriculum. Educational programs mirror and support the state's aims through.

- Maintaining updated information provided by ADE related to the curriculum requirements.
- Requiring curriculum for each content area and grade level that is consistent with the Arkansas Curriculum Frameworks.
- Selecting textbooks and other instructional materials that are aligned to the ADE curriculum frameworks.
- Ensuring rigor in the school's curriculum.
- Articulating to the parents, students and others in the community what students should know and be able to do at each grade level.
- Ensuring that knowledge and skills meet the learning needs of all students.
- Providing professional development to teachers and others related to the state curriculum frameworks.
- Ensuring student assessment measures are aligned with the Arkansas Curriculum Frameworks
- Aiming student proficiency in state mandated tests, i.e. benchmark tests, end-of course tests.

The curriculum of the school will combine innovative teaching methods with student-based curriculum in an interdisciplinary and collaborative classroom environment. Project and service based learning, individualized attention to each student's educational needs, and a rigorous process of assessment and evaluation will be emphasized.

Student-based curriculum will give priorities to the students' interests. The teacher's role is to guide these interests and to provide skills and tools, as they are needed. The teacher, an expert in his/her discipline of study, guides student interests to that discipline, finding opportunities for demonstrating relevance by asking essential questions, questions of relevance to the students' lives, questions that are worthy of the effort to think, questions whose answers might make a difference in the world. Student-based curriculum is best taught through interdisciplinary project based learning.

While the daily lesson plans of a scripted curriculum may provide a series of activities, no scripted curriculum can reflect the needs, interests and varied skill levels of an individual class of students. Student-centered curricula are not a set of textbooks and teacher-proof lesson plans.

The student-centered curriculum calls on commitment from teachers and students to go beyond "chapter one and the summary questions." An effective curriculum provides a forum for thinking, calling on teachers to facilitate the students' desire to learn how to think about the world, how to assess information, how to integrate new knowledge into what they have learned and experienced, and how to become a contributing member of society.

These interdisciplinary projects will allow for preparing the student for real-world challenges, connecting the core subjects rather than segmenting them. The ability to read is the key to knowledge; the ability to perform math is the key to analyzing that knowledge; the ability to speak, listen and write are the keys for clarifying and sharing new knowledge. English/Language Arts and math skills support all disciplines,



providing a vehicle for examining scientific and social problems. When these interdisciplinary projects are supported through service learning, a method of connecting service to the curriculum and fostering growth through reflection, school becomes the student's vehicle for becoming a contributing member of society.

The academic staff including teachers will pay close attention to the sequence of courses taken and place the students in courses in a rational order based on the cumulative nature of certain core subjects. Using Arkansas Curriculum Frameworks as a foundation, teachers will develop curricula for each course that meets all the objectives through written assignments, projects, group discussions, formal instruction, peer tutoring, or computer assignments. Many resources will be used such as state-adopted textbooks, other educational materials, teacher created lessons, and educational software systems. These and other resources will be utilized from a comprehensive vantage point.

The curriculum of the school will be comprehensive and broad in scope. An ongoing review and analysis process of all aspects of the curriculum ensures that students are always afforded a challenging program. The sequence of all program courses is matched with the local school district program offerings, thereby enabling students a smooth transition into and out of the school as well as to the local school districts. The district awards course credit as prescribed by local and ADE requirements and regulations.

The sequence of the courses related with the curriculum for each grade level in the school will be as follows: Within each subject area, teachers will align curriculum based on the Arkansas Curriculum Frameworks, textbook guides, learning activities and other materials that add interest to the classes. This curriculum will include resources such as basal, projects, discussions and activities, group or peer tutoring, software support, and teacher-led instruction. Those methods will ensure that students of all skill levels and learning styles will be reached. Mastery of the objectives is tracked through tests, presentations, discussions and successful completion of the assignments. Over several years, the school will comply with all changes in Arkansas Curriculum Frameworks and the state assessment to satisfy appropriate requirements.

**9. Describe the geographical area to be served by the charter, and list all school districts within the geographical area that may be affected by the open-enrollment charter school.**

Geographic Area is Fayetteville and Springdale in Washington county. The city where the proposed LISA Academy will reside is Fayetteville. The 2006 population estimate for Springdale is 63,082 and 68,726 for Fayetteville. According to the 2006-2007 District profile of Fayetteville public schools, there were 75 % White, 4 % Asian, 11 % Black, 9 % Hispanic, 1 % Am. Indian. Also there are 33 % low income rate in Fayetteville. According to the 2006-2007 District profile of Springdale public schools, there were 52.45 % White, 7.02 % Asian, 2.00 % Black, 37.96 % Hispanic, 0.56 % Am. Indian. Also there are 52 % low income rate in Springdale. Schools within Washington County who may be affected by the proposed LISA Academy – Fayetteville: (1) Fayetteville School District (2) Springdale School District.

**10. Describe the plan for the school officials to provide an annual report to parents, the community, and the State Board of Education that demonstrates the progress made by the charter school during any previous academic year in meeting its academic performance objectives. (See *Standards for Accreditation, Section II. Goals and Administration of Arkansas Schools, B. School District Goals, Number 2.*)**

LISA Academy - Fayetteville will provide and publish, in a newspaper with general circulation in the district before November 15 of each school year, a report to the public detailing progress toward accomplishing program goals, accreditation standards, and proposals to correct deficiencies. LISA

Academy – Fayetteville will also mail the copies reports to the parents. In addition, LISA Academy – Fayetteville will publish the annual report in its website.

**11. Describe the enrollment criteria and student admission, recruitment and selection processes for the proposed charter school. Include a statement that a random, anonymous student selection method will be utilized in the event that more students apply for admission to the charter school than can be accommodated under the terms of the charter, except as allowed for in Code Ann. §6-23-306(14)(C).**

Information about LISA Academy - Fayetteville and its program will be disseminated throughout the city via flyers, bulletins, media, mailings, and workshops at schools and other public institutions. This process will also include outreach to parents, teachers, pediatricians, counselors, social service agencies, and other youth advocates. Recruitment will be done one or more of the following methods; **Public Meetings:** School board member will hold public meetings. Mission, vision and the educational program of the Academy will be discussed. **Direct Mail:** Community and prospectus parents will be mailed fliers and brochures about schools and enrolment deadlines. **Handbills and Posters at Local Establishments:** The volunteer members of the academy will hand out flyers, and put up posters in neighboring malls and schools. These documents briefly described the vision of the school and the enrollment process. **Newspaper Advertising:** Ads will be placed to local newspapers.

Applicants who wish to attend LISA Academy - Fayetteville will submit a completed application packet no later than the admissions closing date preceding the start of the school year. The student enrollment calendar for each school year will be announced in school web site. There may be also online applications in enrollment period. The admissions closing date will be May 15 for the first year of operation. If the number of applicants exceeds the maximum enrollment number decided by the LISA Foundation Board, the school shall use a lottery selection as a basis for admission. When a lottery is required, each student will be assigned a number, and numbers will be selected at random by computer software or by the principal under the supervision of at least two members of the governing board, **it will be open to public** and the lottery date will be announced to parents so parents will have chance to observe the lottery process. Also a waiting list will be generated for the future vacant spaces.

Every single policy described above is a step to be taken towards our mission without making any form of discrimination among applicants. Every individual applicant will be given equal opportunity in the admissions process. LISA Academy - Fayetteville emphasizes that if the number of new applicants exceeds the maximum enrollment number, any eligible applicant will be accepted on a lottery basis, regardless of race, color, national origin, religion, sex, ethnicity, sexual orientation, mental or physical disability, age, ancestry, or athletic performance. We welcome all eligible applicants, since our final goal is nothing but to educate our citizens and we believe that all citizens are of equal value and deserving the best education possible.

**12. Summarize the job descriptions of the school director and other key personnel. Specify the qualifications to be met by professional employees (administrators, teachers, counselors, etc.) of the program. List the types of administrative positions, teaching positions, and support positions and how many of each.**

Administrative staff will be added as the enrollment increases and the budget will sustain the additional personnel. The Superintendent will be employed first year if enrollment exceeds 300 students. The classroom teachers and other instructional staff will possess a minimum of a bachelor's degree from an accredited college or university in the primary field they will teach. They will be encouraged to seek Arkansas Teacher's Certification during employment. It is anticipated that all the teaching staff will be

experts in the field of learning and will provide evidence of success with experience in the field. Exceptions would be made with Superintendent/Director recommendation and approval of the Board when a degreed person is not available for employment and the educational process could be adversely affected.

**CEO/SUPERINTENDENT/DIRECTOR:** The CEO will serve as a curriculum leader of the proposed school and be responsible for the duties of Superintendent/Director, including the following duties:

**Board Relations:**

- Communicating and advising the Board
- Directing, hiring, discharging recommendations to the Board
- Implementing directives from the Board
- Prepare reports and assist the board in evaluating the effectiveness of school programs.
- Keep the board continuously informed on issues, needs, and operations.
- Prepare board agendas and meeting materials in cooperation with the board.
- Recommend policies to the board for adoption and oversee the implementation of adopted policies
- Prepare and submit annual proposed budget to the boards.
- Attend and participate in all board meetings except closed meetings.

**Personal Managements:**

- Serve as a liaison between the board and staff.
- Work with all advisory committees established by the Board
- Maintain authority over all employees and over programs they are responsible for implementing.
- Demonstrate skill in anticipating, managing, and resolving conflicts.
- Dealing with discipline and mediating conflicts between parents, students, and teachers.

**School Improvement:**

- Ensure that there is a continuous focus on improving student academic performance.
- Conduct periodic evaluations of all programs and operations to determine improvements needed to reach the goals of improvements plan.
- Promote a positive working environment that fosters high staff moral and excellence.

**Management of Administrative ,Fiscal, and Facilities Functions:**

- Be informed about all aspects of the instructional program.
- Develop and recommend pay-systems, pay increases, or pay adjustments for personnel.
- Develop administrative procedures and regulations to manage school operations.
- Be informed of developments in state, federal and local laws.
- Ensure compliance with all applicable state and federal requirements.

**School or Community Relations:**

- Develop and implement effective communication between the school and community.
- Promote community support and involvement with the school.
- Represent the school in activities involving other school systems, institutions, agencies, and professional or community groups.

**Student Management:**

- Work with staff, board, and community to plan and implement support services for students.

- Ensure a favorable education environment through the implementation of an equitable and effective system of student discipline management.

**PRINCIPAL ( 1 ):**Principal shall operate as chief operating subordinates to the Superintendent/Director in orchestrating program and service delivery to students through teaching and auxiliary staff including the following duties: Supervise and evaluate the performance of staff assigned to campus including assistant principal(s), teacher(s), counselor(s), librarian(s), instructional aides, clerical support staff, and custodians. Build common vision for school improvement with staff. Direct planning activities and put programs in place with staff to ensure attainment of school's mission. Develop and set annual campus performance objectives for each of the Academic Excellence Indicators using the campus planning process and site-based decision making committee. Develop, maintain, and use information systems and records necessary to show campus progress on performance objectives addressing each Academic Excellence Indicator.

***Skills:***

- Knowledge of school law, finance, and curriculum.
- Able to manage personnel.
- Able to interpret policy, procedures, and data.
- Exceptional organizational, communication, public relations, and interpersonal skills.

**ASSISTANT PRINCIPALS ( 2 ):** Assistant Principals will assist principal in instructional program administration, human resources organizations, student activities and services. Provide for supervision of students during non-instructional hours. Help students develop a positive behavior through a student discipline management system. Provide for uniform enforcement of school rules and oversee appropriate and reasonable student discipline. Hold parent/teacher/student conferences in regard to student and school issues. Demonstrate use of productive and efficient skills to raise community and parent involvement. Assist in planning and assessing the educational programs.

Encourage planning of innovative education programs, assist teachers in implementing such efforts when appropriate. Encourage the use of technology in the instructional process.

***Skills:***

- Working knowledge of charter operations.
- Exceptional organizational, communication and interpersonal skills.
- Capable of coordinating charter support operations.

**BUSINESS MANAGER ( 1 ):** The Primary Role and Purpose of the business manager is to oversee and maintain the operation of all financial and business affairs of the charter including accounting, payroll, purchasing, and risk management and act as the chief financial adviser to the CEO and charter board. Business manager must have a understanding of school accounting principals.

***Skills:***

- Applicable knowledge of school finance, budgeting, accounting systems, and economics.
- Effective communication, public relations, and interpersonal skills.
- Knowledge of personal computers and software to compile spreadsheets, perform data analysis, and do word processing.
- Capable of interpreting policy, procedures, and data.
- Capable of managing budget and personnel.
- Capable of coordinating charter activities.

**TEACHERS (16):** Teachers have the primary responsibility of service delivery to students through instruction and example. There will be 10 teachers during the first year of operation. A teacher shall: (i) Provide classroom (or, in the case of coaches, athletic) instruction as prescribed by the Administration.

This may also include conducting field trips and other extra-classroom activities needed to provide a well-rounded and high-quality education to students. (ii) Prepare and execute effective lesson plans that support the learning, are appropriate to the student's maturity level, and that promote a genuine interest in the subject matter, helping the student relate lessons to his or her own life. (iii) Monitor student progress by approved assessment instruments so that steps can be taken insure that each student is mastering required material. (iv) When necessary, consult with parents concerning student gifts or challenges, recommending steps to augment and accelerate the student's academic progress. (v) Keep accurate daily attendance records and report them to the front office. (vi) Maintain control of the classroom at all times to insure the safety and well being of each student. (vii) Participate in curriculum development and textbook selection as required by the Superintendent/Director. (viii) Participate in staff training and development activities as required by the principal.

**SPECIAL EDUCATION TEACHER (1):** Provide special education students with appropriate learning activities and experiences that will enable them to fulfill their potential for intellectual, emotional, physical and social growth. Develop student ability level instructional materials through modified curriculum and prepared lesson plans. Conduct work in self-contained, team, departmental or itinerant capacity as necessary. Work in conjunction with students, parents and other members of staff to develop IEPs through the ARD Committee process for each student assigned.

**Skills:**

- Complete knowledge of special needs of students in assigned area.
- Complete knowledge of Admission, Review, and Dismissal (ARD) Committee process and Individual Education Plan (IEP) goal setting process and implementation.
- Working knowledge of curriculum and instruction.

**COUNSELOR (1):** Develop, implement, and assess a comprehensive guidance program for the charter including counseling services. Promote a guidance program that shows students how their personal growth and development can be maximized.

**Skills:**

- Working knowledge of counseling procedures, student appraisal and career development.
- Superior organizational, communication and interpersonal skills.
- Capable of instructing students and managing their behavior.

**NURSE (1):** Ensure complete health services program for charter. Provide students with health services. Incorporate students into health education program and teach preventive health practices.

**Skills:**

- Ability to evaluate students to identify health defects.
- Exceptional organizational, communication and interpersonal skills.
- Capable of implementing policies and procedures.

**APSCN REPORTING COORDINATOR (1):** The Arkansas Public School Computer Network (APSCN) reporting coordinator may be a full time employee who also functions as the Registrar. He will be required to have at least a high school diploma. He should have at least one-year experience in this field. A person who has previously worked as APSCN coordinator will be preferred. At the beginning, APSCN coordinator will also work as student attendance staff but as the number of enrollments increases, we will hire an additional employee with similar qualifications as student attendance staff.

Qualifications for other staff include possession of appropriate education and certification and special knowledge and skills in their particular job position. Experience in the field may also be required as necessary.

**13. Explain how the school will conduct its business office, with what personnel, and describe the process by which the governance structure of the school will adopt an annual budget.**

LISA Academy - Fayetteville will develop stage-by-stage student increase which means the number of students (300 in the inaugural year) will increase gradually by expanding the classes served each and every year until the capacity of 500 students is reached. This will enable us to have a well maintained and healthy development. State funding will be increased in parallel to the school's development. Moreover, those grants which are designed to help the public schools will also help us in coping with expenditures resulting from school growth.

The sponsoring entity of LISA Academy - Fayetteville will set up a sub-committee to reach out to the community using flyers and brochures as well as through media coverage in Little Rock area. The sponsoring entity, LISA Academy - Fayetteville, has already made public announcements through a local newspaper and will continue to make a public notice for a meeting where LISA Academy - Fayetteville will be opened.

The LISA Academy - Fayetteville's members will hold open house meetings for parents of school age children in the city of Fayetteville and Springdale to promote the school's mission and philosophy and discuss educational plans for prospective students.

The members of sponsoring entity will contact local public and private schools, local churches, community centers, and university and libraries to give presentations about our school as an alternative solution to the educational needs of the community.

**Financial Management:** To raise the start-up funding several grant applications will be made and the preparations of these grants are already in progress. The Governing Board members will make personal donations to fund the start-up of the school and will try to collect funds from potential donors.

The basic source of the LISA Academy - Fayetteville's revenue is the estimated State Aid calculated based on Average Daily Membership (ADM). We assume that the possible state aid per student will be \$5,825.00.

Other sources of LISA Academy - Fayetteville revenue will be state general-purpose aid programs, funds from the Federal Title I, II, IV, and V compensatory aid program, federal funds for child nutrition, grants from the Federal government's charter school grant program, grants and donations from local charitable foundations.

The expenditures are projected as follows. The school's budget focuses the majority of its funds on staff, but does so in keeping with the school's design principles. While the program provides a salary range of \$26,546 - \$55,550 per teacher, teachers may make additional money, depending on where they place on the performance-based schedule. The staff salary fund may include insurance, TRS and Medicare.

LISA Academy - Fayetteville places a heavy emphasis on investing in technology. The level of expenditures on technology is quite high relative to most public school budgets. The school will spend

relatively heavily on telephones to ensure that all staff has access to both voice and Internet communications.

As circumstances change and when actual figures become available, superintendent will prepare a report for the Board of LISA Academy - Fayetteville. The report is going to help us to adjust the difference between the planned and the actual budget.

## **FINANCIAL RECORDS**

LISA Academy - Fayetteville will responsible with the following services;

**Account Payable Services:** Check writing, posting account records, preparation year end report including 1099

**Payroll:** Check writing, preparation payroll tax deposits, electronic TRS deposits, preparation of required state and federal payroll tax reports, preparation W-2 forms

**General Accounting:** Maintenance of all financial records, bank reconciliation, preparation monthly financial statements

**Budgeting and Forecasting:** Preparation annual budget, projection of future state revenue, assistance in the preparation cash flow projection

**APSCN:** Preparation of the APSCN submission file for budget and data submission, maintenance of the financial records accordance of APSCN codes

**Federal Funds and Grants:** Maintenance of accurate records on all Federal funds and grants, monitor level of spending, electronic file request for funds

LISA Academy - Fayetteville will also be responsible for keeping copies of all documents and records. For the disposition of equipment, materials, supplies, facilities and an inventory system to maintain all the fixed assets in the school, the Governing Board of the sponsoring entity is going to set up a sub-committee composed of one person from the Board, one person from the school administration, and one person from the teaching staff. The sub-committee will be responsible to give advises to the Governing Board to purchase material and maintenance expenses.

**Fixed Assets:** Fixed Assets are defined as "assets with a life greater than a year and with a value of at least (\$1500)."

**Plan For Purchasing Fixed Assets:** Purchase orders will be approved by two signatures: Business manager and the principal.

A purchase order will be forwarded to a vendor for purchase of the asset. The equipment will be received at the school by another individual other than the person originating the order. The following process will then be done:

- An asset number will be assigned to the equipment, and property tag will be created and attached to the asset.
- The purchase order will be matched with the original invoice from the vendor for accuracy of price and the number of pieces ordered.

**Disposal of Assets:** The disposal of assets requires the completion of a disposal form which lists the asset, the asset tag number, and the reason why the asset is being disposed.

- The asset tag will be removed from the asset before disposal. After the disposal form has been approved (by signature of Business Manager or the principal) the asset can be disposed of.
- The disposal form should then be forwarded to the school treasurer for updating of the physical listing.
- A physical inventory of the assets will be conducted at the end of every school year to reconcile the actual assets to the inventory on the books.

**Plan for Purchasing Supplies and Materials:** The Business Manager will initiate the ordering of basic office supplies. A purchase order will be completed by the Business Manager for supplies. The signature of the Business Manager or the principal is required on the purchase order. The purchase order will then be forwarded to the vendor for processing. The receiving person (i.e., a person other than the Business Manager) will verify the quantity of supplies. The original invoice will be matched up with the purchase order and will be entered into the computer system for payment upon the terms granted by the vendor.

## **ACCOUNTING**

Business Manager shall establish and maintain a school fiscal accounting system and will use the Arkansas Public School Computer Network (APSCN).

The school shall employ an independent auditing firm to conduct annual audits pursuant to APSCN and Arkansas Department of Education's Special Supplement to Financial Accounting and Reporting Non-Profit Charter School Chart of Accounts.

## **ACCOUNTING PROCEDURES**

### **1. Preparation of Budget.**

(a) On or before August 31 of each school year, the Superintendent/CEO shall prepare, or cause to be prepared, a proposed budget covering all estimated revenue and proposed expenditures of the LISA Academy - Fayetteville for the following fiscal year.

(b) The budget must be prepared according to generally accepted accounting principles; rules adopted by the State Board of Education, and adopted policies of the board of trustees.

### **2. Records and Reports.**

The Superintendent/CEO shall ensure that records are kept and that copies of all budgets, all forms, and all other reports are filed on behalf of the school at the proper times and in the proper offices as required by this code.

### **3. Budget Meeting; Budget Adoption.**

(a) When the budget has been prepared, the president shall call a meeting of the board of trustees, stating that the purpose of the meeting is the adoption of a budget for the succeeding fiscal year.

(b) The president shall provide for the public notice to be given.

(c) The board, at the meeting called for that purpose, shall adopt a budget to cover all expenditures for the LISA Academy - Fayetteville for the next succeeding fiscal year. Any constituent of the school may be present and participate in the hearing.

### **4. Filing of Adopted Budget.**

The budget will be reported to ADE.

### **5. Effect of Adopted Budget; Amendments.**

Public funds of the school may not be spent in any manner other than as provided for in the budget adopted by the board, but the board may amend a budget or adopt a supplementary emergency budget to cover necessary unforeseen expenses. Any amendment or supplementary budget must be prepared and filed according to rules adopted by the State Board of Education.

### **6. Accounting System; Report.**



(a) The accounting system will conform with generally accepted accounting principles and will report information for the school as well as the 501 (c) (3). The information and system is subject to review and comment by the state auditor.

(b) A record will be kept of all revenues realized and of all expenditures made during the fiscal year for which a budget is adopted. A report of the revenues and expenditures for the preceding fiscal year shall be filed with the agency on through submission of actual to the ADE.

(c) The school, as part of the report required by this section, to include management, cost accounting, and financial information in a format prescribed by the state board and in a manner sufficient to enable the state board to monitor the funding process and determine educational system costs by school, campus, and program.

#### **7. Annual Audit; Report.**

The board shall have the school fiscal accounts audited annually at school expense by a certified or public accountant holding a permit from the Arkansas State Board of Public Accountancy. The audit must be completed following the close of each fiscal year. The independent audit must meet at least the minimum requirements and be in the format prescribed by the State Board of Education, subject to review and comment by the state auditor. The audit shall include an audit of the accuracy of the fiscal information provided by the school through the APSCN reporting system.

### **PURCHASES and CONTRACTS**

**Purchasing Contracts:** All school contracts, except contracts for the purchase of produce, vehicle fuel, or professional services valued at \$25,000 or more in the aggregate for each 12- month period shall be made by the method, of the following methods, that provides the best value to the school: a) competitive bidding through telephone requests or through a project manager b) a request for proposals; c) an inter-local contract; d) a design/build contract;

These rules do not apply to fees received for professional services rendered, including architect's fees, attorney's fees, educational service fees, and fees for fiscal agents. When a public bid is requested is requested by the Board or required by Federal law, notice of the time by when and place where the bids or proposals, or the responses to a request for qualifications, will be received shall be published in the county in which the school's administrative office is located, once a week for at least two weeks before the deadline for receiving bids, proposals, or responses to a request for qualifications; except that on contracts involving less than \$25,000, the advertising may be limited to two successive issues of any newspaper published in the county in which the school's administrative office is located, and if there is not a newspaper in that county, the advertising shall be published in a newspaper in the county nearest the county seat of the county in which the school's central administrative office is located. The Board may at anytime revise the contract amount in such cases that the cost of advertising is causing distress to the educational programs except in the case where Federal law supersedes the power of the Board. The school may obtain competitive bids through a process as directed by the state or Superintendent/Director. All unrestricted funds exceeding \$25,000 shall be presented to the Board for review.

The school will maintain adequate documentation to support detailed financial transactions. The Charter School shall insure that financial management standards are:

- accurate, current, and complete disclosure of the financial results of each program;
- accounting records which identify the source and use of funds;
- effective control and accountability for all funds, property, and other assets;
- comparison of expenditures with budget amounts for each grant;
- source documentation to support accounting records such as canceled checks, paid bills, payrolls, time and attendance records, contract and grant award documents;
- procedures to minimize the time elapsing between receipt of funds and disbursement of funds.

**14. Describe the manner in which an annual audit of the financial and programmatic operations of the school will be conducted.**

The School Board will require that an audit of all accounts of the School be made annually by the Division of Legislative Audit or an independent, certified public accountant. The LISA Academy - Fayetteville will hire an auditor to check all the financial records accordance with the provisions of the Arkansas Public school audit laws. Additionally, the audit examination will be conducted in accordance with generally-accepted, auditing standards and shall include all funds over which the Governing Board has direct and supervisory control.

The Superintendent/Director will be responsible for overseeing bookkeeping and financial records.

The Superintendent/Director shall be directly responsible for ensuring that records are kept and that copies of all budgets, all forms, and all other reports are filed on behalf of the school on or before the required timeline.

The Superintendent/Director will be responsible providing additional programs reports (i.e. Attendance, Drop-out, and School Safety, Curriculum, Educational Program) to the Department of Education & Foundation Board regularly or upon request. The Superintendent/Director shall also be responsible disseminating required data to the parents and the community.

**15. Provide a statement that the charter school will participate in the Arkansas Public School Computer Network for reporting education data, as required by state statute or by State Board of Education rule.**

LISA Academy - Fayetteville will participate in the Arkansas Public School Computer Network for reporting education data as required by state statute. LISA Academy - Fayetteville will submit education data in the format as required by the state statute or by the State Board of Education rule. LISA Academy – Fayetteville will hire an APSCN Reporting coordinator and will add it to budget.

**16. Describe the facilities to be used. Give the present use of the facility and the use for the past three (3) years...**

LISA Academy – Fayetteville will rent the building in a location which the Fayetteville school district serving. The building will be constructed by the owner. The owner has also agreed to build more space to LISA Academy as the school enrollment grows in the subsequent years.

This building will be

- approximately 30,000 square feet of space,
- handicapped accessible,
- has adequate parking for more than 200 vehicles,
- nearby a vacant lot which is suitable to be used as a playing field and basketball court,
- is in compliance with state and federal regulations,

The building will be in compliance with all state and federal regulations for accessibility requirements for individuals with the Americans with Disabilities Act and individuals with Disabilities Education Act (IDEA).

In addition, LISA Foundation will ensure that the building will be in compliance with all state and federal regulations, regarding keeping facilities maintained, clean, and in compliance with regulations governing asbestos control and hazardous chemicals.

See attached copy of the agreement, signed by the entity operating the facility Attachment.

The owner(s) of the building is not related to the members of LISA Foundation in any way.

**17. Describe the manner in which the school will make provisions for the following student services:**  
**A) Guidance Program B) Health Services C) Media Center D) Transportation E) Special Education F) Alternative Education G) Gifted and Talented Program**

**Please note that under federal guidelines students with disabilities shall be provided specific services and all aspects of IDEA apply. The charter school cannot waive the responsibility of providing services for students with disabilities.**

**A) Guidance Program:**

LISA Academy - Fayetteville will provide a developmentally appropriate guidance program to aid students in educational, personal/social, and career development. Supportive personnel and appropriate facilities will be provided to ensure effective counseling to meet individual needs of students. These services will be provided by experience and highly qualified personnel. LISA Academy - Fayetteville will seek to hire an appropriate certified counselor staff to meet individual needs of students.

**B) Health Services:**

LISA Academy - Fayetteville will offer a health services program under the direction of qualified personnel, which is a registered nurse licensed to practice in accordance with current Professional Standards of School Nursing Practice, as stated by the Arkansas State Board of Nursing. As an experienced health expert, the nurse serves as an advocate for children's health and safety within the educational setting. The program will include identification, assessment, planning, intervention and evaluation of student health concerns; screening, referral, and follow-up procedures for all students. Materials and equipment necessary for program (i.e. vision and hearing screening) will be obtained. LISA Academy - Fayetteville health services program will provide and maintain current health records for all students in accordance with guidelines. Proper measures will be taken in order to ensure the safety of our students and to protect against injuries which may occur in or on the school facilities or site.

**C) Media Center:**

LISA Academy - Fayetteville will budget and spend sufficient resources for purchasing and maintaining an appropriate, current media collection. In acquisition of instructional materials, a process to provide input from teachers, parents, and students will be implemented. LISA Academy - Fayetteville will obtain specified number of books and employ a half-time certified library and media specialist at its initial years of operation.

**D) Transportation:**

LISA Academy - Fayetteville will not be providing transportation for its students. Families will provide their own transportation through carpooling, parents' vehicles, or public transportation. However, those students who are eligible for transportation (pursuant to federal law) will be served by contract to the parents.

**E) Special Education:**

Students with special needs will have equal access to programs that meet the criteria for their identified Individualized Education Program and will receive services in the least restrictive environment that meets their needs.

**Child Find:** LISA Academy - Fayetteville is planned to support and enhance the social and emotional functioning of all its students, as well as their academic growth. It will provide a large learning environment that promotes a strong sense of self and community that fosters positive relationships among peers and staff and practices effective communication and peaceful conflict resolution. Its small size will

allow for personal relationships among students, staff, administration, and families, ensuring that no student ever 'falls between the cracks'.

The staff will assess each student upon entering school to determine his or her particular learning style, academic strengths and weaknesses. The staff will also conduct a student and parent interview. They will review records from previous schools, along with any relevant evaluations, from schools and/or other agencies to insure that any previous special needs will be addressed as well as identify needs which had previously been left unidentified.

**Confidentiality:** LISA Academy - Fayetteville will maintain a list of the names and positions of school employees who can see student records. LISA Academy - Fayetteville understands that student records are private and LISA Academy - Fayetteville must obtain parental consent before showing the records to anyone not involved in their student's education. All employees will be required to sign confidentiality agreements. Each student's folder will contain a checkout record showing who reviewed the files and the date of each review.

**Procedural Safeguards:** LISA Academy - Fayetteville will follow the required procedures, informing parents of their rights and giving them a copy of the procedural safeguards each time there is any correspondence or any meeting is held, in addition to adhering to those specific procedural safeguards as described in IDEA. Examples of how LISA Academy - Fayetteville will comply with these procedural safeguards includes the following: LISA Academy - Fayetteville will give parents proper and specific notice (written notice at least 5 school days prior to a meeting) and consent will be obtained, prior to holding IEP committee meetings to make decisions such as whether the student has a disability, whether an assessment is needed, or changing the individual education plan (IEP) in any way.

**Notice of IEP Meetings:** Once a comprehensive individual assessment shows that a student has a disability and is eligible for services under IDEA, the student's parents become a member of the child's IEP committee made up of the student's parents and school staff who meet at least annually to decide whether or not the student has an eligible disability and what special education and related services will be provided. All required members of the IEP will be present: the parent, the regular educator, the special educator, the school administrator, and the assessment professional when assessment is discussed. Other members as required will be present, the student when appropriate, and other related service personnel or individuals which the parent or school deem appropriate to be present. The school will give written notice to the parents at least five schooldays before the IEP meeting. This notice will include the purpose, time and place of the IEP meeting and a list of people attending.

**Assessment of Children to determine eligibility:** If the comprehensive individual assessment shows that a student has one or more of the following conditions, he or she will be eligible to receive special education services under the Individuals with Disabilities Education Act (IDEA): · Physical Disability, · Auditory Impairment, · Visual Impairment, · Deaf-Blind, · Mental Retardation, · Emotional Disturbance, · Learning Disability, · Speech Impairment, · Autism, · Multiple Disabilities, and · Traumatic Brain Injury.

**Development and Implementation of the Individual Educational Plan (IEP):** The IEP committee will develop an Individual Educational Plan (IEP) based on the Comprehensive Individual Assessment of the student. This plan will contain annual goals in each area of need as well as the objectives the students should take to reach each goal. The IEP will state what special education and related services LISA Academy - Fayetteville will provide, and when and where those services will be provided. The IEP will be reviewed and revised at least every year.

**Transition Planning:** An Individualized Transition Plan (ITP) for each student age 16 and over receiving special education services will be developed. Students and parents will assist in the development of the ITP, and some or all of it should become a part of the student's IEP that is specifically designed to provide appropriate interventions, such as but not limited to the following: 1. Tutoring, 2. Counseling, 3. Mentoring, 4. Apprenticeship programs, and 5. Family outreach. Family involvement is recognized as a

crucial factor in school success. LISA Academy - Fayetteville will try to provide the financial resources that will allow for creative, individualized approaches to meeting the special needs of a student.

The learning environment of LISA Academy - Fayetteville will be designed to meet a wide range of academic levels and variety of learning styles within the multi-age classroom setting. Low pupil to teacher ratio, individualized and group instruction, multi-sensory teaching approaches, an appreciation of multiple intelligences and child-directed learning will be classroom features that will help students meet their academic potential in the least restrictive educational environment.

LISA Academy - Fayetteville plans to offer an inclusive and holistic approach to special-education services. All identified students will receive support, remediation, modifications, and consultation services as designated within the multi-age classroom. A learning consultant will be available to provide consultation and immediate modifications to all students, not only identified students, as needed. Ongoing assessment and review of the IEP will identify specific areas of weakness for all students. These areas will be addressed through additional individual and group instruction, tutorials, parent/community volunteers, student interns, and peer teaching where appropriate.

If the IEP committee agrees that all appropriate interventions and resources available in the school have been exhausted, the learning consultant serving as case manager for the school and its students will arrange for necessary evaluations either on a contract basis with the sending district or through private vendors. LISA Academy - Fayetteville is exploring the possibility of sharing special education services with other Charter Schools.

LISA Academy - Fayetteville shall comply with federal and state law that ensures that all students with disabilities will be provided with a free appropriate education (FAPE). In addition, LISA Academy will contract certified personnel from the private sector if necessary.

#### **F) Alternative Education**

LISA Academy - Fayetteville does not intend to use Alternative Education Programs. A waiver will be requested for AE programs.

#### **G) Gifted and Talented Program:**

LISA Academy - Fayetteville is committed to implement a Gifted and Talented (GT) program that meets the unique social, emotional, and intellectual needs of gifted and talented students through the collaboration of students, educators, parents and community members that ensures opportunities for maximum growth and development for life long success.

Gifted and Talented children and youth are those of high potential or ability, who's learning characteristics and educational needs require qualitatively differentiated educational experiences and/or services. Possession of these talents and gifts, or the potential for their development, will be evidenced through an interaction of above average intellectual ability, task commitment and/or motivation, and creative ability.

LISA Academy - Fayetteville will hire a GT Coordinator who has an endorsement in gifted education with experience in teaching. Under the GT coordinator's supervision, a gifted committee will be formed to review the nomination, identification and selection process, as well as the curriculum and instructional design, delivery and evaluation of the program.

The GT program will:

- Emphasize skills in critical thinking, problem solving, and inquiry.
- Involve the student in selecting and planning field trips.

- Plan and provide optional and voluntary enrichment activities.
- Plan assignments and activities that challenge the students to the fullest of their abilities.
- Provide in-class seminars for students to discuss topics and problems that they are pursuing individually or as members of learning team.
- Provide independent learning opportunities
- Work with individual students in planning of their own objectives and activities for learning.

Students in GT Program at LISA Academy - Fayetteville will receive the following services:

- Identified students are provided with the options of taking GT courses where they have the opportunity to work with other GT students, non-identified students, and to work independently.
- Differentiated, GT curriculum is taught in the academic core areas of Reading, Math, Science, Social Studies, and Computer Technologies.
- Pull-Out Program Option is available in the academic core areas of Math, Science, and Computer Technologies.
- Students in gifted and talented program, as well as those in the regular program, will be encouraged to participate in local, statewide, national and international competitions. This will keep the students engaged and excited about learning. Some of these competitions are Science Fair, Science Olympiad, Math League, Math Counts, AMC, Math Olympiad, Quiz Bowl, Spelling Bee, Geography Bee, History Fair, and Art Exhibitions.

The GT program will be in compliance with state rules and regulations of Gifted and Talented Program approval standards.

#### **18) Describe the manner in which school will make provision for food services**

LISA Academy - Fayetteville will have an agreement with a private company to provide food services that will be in compliance with all federal, state, and local health requirements. Each student will receive an application for free and reduced price meals before school starts. LISA Academy - Fayetteville intends to participate in federal nutrition programs.

#### **19. Describe how the parents or guardians of the enrolled students will be involved with the school and its educational programs.**

Outlined below are suggested strategies or approaches under each key dimension to develop family-school partnerships. These strategies provide practical pointers for schools not only about how to initiate partnerships, but also about how to make it possible for families to initiate partnerships and to have their perspectives – on family-school relations, parents' responsibility in education and the needs of diverse families – represented in these partnerships. They are designed to support school communities in developing family-school partnerships, to assist them to reflect on their existing practices and plan for improvement.

##### **A. Understanding of roles:**

LISA Academy – Fayetteville will

- establish a dedicated Family-School Partnership Action Team of parents, teachers and school leaders
- Assess whether school arrangements meet good practice for partnership between families and the school
- Survey parents, families and community members to determine their needs and priorities
- Develop and distribute a written policy, in consultation with the school community, on family-school partnerships
- Conduct forums which discuss: parents' role as the first educators of their children, the research which links parental support and involvement at school with improved learning outcomes for children and improved school culture

- Identify parents/groups of parents to present the forums to their parent peers
- Organize discussions/meetings/workshops around areas of school goals (e.g., resilience, literacy and numeracy) which allow parents to share their experience and understandings of parenting, school goals and school culture

#### **B. Connecting home and school learning:**

An Action Team/Working Group will plan and implement initiatives that explore links between home and school learning through newsletters, discussions, class meetings, etc. such as:

- the ways in which parents and families can encourage, motivate and reinforce children's learning at school;
- the links between home learning activities and learning in the classroom;
- the literacy/numeracy learning opportunities in the home;
- the ways in which classroom practice recognizes the family environments of the students and uses texts and activities from home and the wider community;
- the school's homework policy, with homework designed to assist parental support and tips for parents on how they can monitor and discuss schoolwork at home;
- the involvement of families in setting student goals each year and in career planning;
- information for families on the skills required for students in all subjects at each Year level;
- additional opportunities for discussions about student progress between home and school

#### **C. Communicating:**

An Action Team/Working Group will plan for effective two-way communication between school and home – for example:

- conduct a survey to assess communication needs;
- review the newsletter for relevance and ease of language and promote feedback;
- consider the placement of 'welcome' signs around the school;
- review current school practice on inviting parent and family participation and consider how this can be improved;
- consider working with parents and families to develop a parent handbook of information on school rules, policies, mission and goals, curriculum standards and assessment procedures, hold a launch event, put it on the website;
- find out parent/family time availability for participation in events, workshops, etc.
- examine good 'front desk' reception practice, including bilingual office staff where appropriate;
- set in place alternative methods of parent-teacher interviews when personal circumstances prevent parents from attending a face-to-face meeting;
- consider the appointment of a school contact person/s to assist and support parents in their interactions with the school (i.e. home/school liaisons);
- education and training programs for teachers/administrators that prepare them to communicate with parents effectively and extend their reporting skills;
- programs to welcome new families;
- folders of student work sent home regularly for review and comment

#### **D. Participating:**

An Action Team/Working Group will plan the support of volunteers and greater participation of parents – for example:

- assess volunteer needs of schools and list the many ways parents and families can participate and interact with school and the school community;
- ask family members how they would like to participate at their child's school and respond in a timely manner to those indications, i.e. establish a skills bank;

- invite family and community members to become involved as guest teachers, guest speakers about their jobs/career opportunities, excursion chaperones, tutors/mentors, sport coaches, and so on;
- implement flexible schedules for volunteers, assemblies and events, so that all are able to participate;
- invite parents to volunteer to have students ‘work shadow’ them;
- arrange working parties or committees for parent leadership and participation (e.g., on safety or student behavior);
- make sure parental involvement in children’s learning is a recognized topic of staff meetings, professional development and in the induction of new staff.

#### **E. Decision-making:**

An Action Team/Working Group will foster family involvement in decision-making – for example:

- arrange for the school community to be consulted on new school policies e.g., assessment, reporting and curriculum changes;
- encourage participation in the Parents and Friends organization and school council and provide appropriate induction and training;
- seek out and include parent leaders from all racial, ethnic, socioeconomic and other groups at the school;
- include students (along with parents) in decision-making groups;
- provide for parent input to formal school reviews;
- establish networks to link all families with parent representatives

#### **F. Collaborating beyond the school:**

An Action Team/Working Group will plan for interaction with the wider community – for example:

- gather and provide information and access for students and families on community health, cultural, recreational, social support and other programs/services;
- gather and provide information on community activities that link to learning skills and talents, including summer programs for students;
- inform families of community programs for students e.g., tutoring, mentoring and business partnerships;
- invite past students to participate in school programs for students;
- establish partnerships with local businesses to provide work experience and structured work placements for students;

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**19. List the specific provisions of Title 6 of the Arkansas Code Annotated (Education Code) and the specific State Board of Education rules, including specific sections of the *Standards for Accreditation* as allowed, established by the State Board that the charter school seeks to be exempted from in order to meet the goals of the school. Identify the specific State Board rules requested to be waived by title and section number if applicable. Provide a brief description of the need for each waiver requested.**

The LISA Academy - Fayetteville will make every effort to abide the Arkansas Education Codes. LISA Academy - Fayetteville understands that ADE rules and regulations including the Standards of Accreditation and may not be released from statues or rules and regulations regarding health, safety, civil rights, special education, core graduation requirements, criminal background checks for employees, or monitoring and assessment. However, being small school may limit capacity of the Academy to implement its program. Thus, the Academy would like to be exempt from the following provisions of the Title 6 of the Arkansas Education Code. Many of the requests for exemption pertains to the hiring of “highly qualified” not necessarily “certified”, teachers and administrators.

#### **6-17-302. Public School Principal – Qualifications and Responsibilities**



*(a) The district school board shall employ through written contract public school principals who shall hold valid supervisory or administrative certificates and who shall supervise the operation and management of the school and property as the board shall determine necessary.*

**Waiver requested:** The Board of Directors will expect the principal (including other administrators i.e. superintendent and assistant principals) to have managerial and human resource skills and understand the concept day-to-day operation in school system regardless of whether he/she holds a valid supervisory or administrative certificate.

**6-17-309. Certification - Waiver**

*(a) No class of students shall be under the instruction of a teacher who is not certified to teach the grade level or subject matter of the class for more than thirty (30) consecutive school days in the same class during a school year.*

**Waiver requested:** Highly qualified but not necessarily certified teachers will be allowed to teach at any grade level.

**6-17-401. Teacher's license requirement**

*(a) No teacher shall be employed in any public school of the state who is not licensed to teach in the State of Arkansas by a license issued by the State Board of Education.*

**Waiver requested:** LISA Academy - Fayetteville will only hire highly qualified but not necessary certified teachers.

**6-15-1004. Qualified Teachers in every public school classroom**

*(a) Arkansas teachers will demonstrate competency in subject matter content on identified assessments appropriate to their teaching area in order to be granted an initial license to teach in the state.*

**Waiver requested:** The Board of Directors of LISA Foundation will have the authority to administer a locally developed test to see if the teachers are competent in the subject area in order to be granted a teaching assignment at LISA Academy - Fayetteville.

*(b) In order to obtain a teaching license, Arkansas teachers will demonstrate the ability to increase student academic achievement by demonstrating competency on identified assessments of teaching methods that result in increased student achievement.*

**Waiver requested:** Because teacher's license requirement waiver is requested, the Board of Directors of LISA Foundation or Superintendent will have right to dismiss teachers who do not help the school meet this objective. This clause agreement will be made at the time of initial employment.

*(c) In order for teachers to be able to renew a license, they must have participated in a continuing education and professional development program based on their school improvement plans, performance evaluation results, and student achievement scores.*

**Waiver requested:** Teachers at LISA Academy - Fayetteville will receive and participate in continuing education and professional development program expected to meet the state requirements. However, these hours will not be tied to a renewal of license.

*(d) Effective the beginning of 2006-2007 school year, no teacher shall be assigned to teach a grade level or subject for which he or she is not licensed by the state.*

**Waiver requested:** Highly qualified teacher who demonstrating competency will be allowed to teach at any grade level regardless of license.

*(e) No class of students shall be under the instruction of a substitute teacher for more than thirty (30) consecutive school days in the same class during a school year unless that teacher has a bachelor's degree awarded by an accredited college or university or has been licensed to teach by the State of Arkansas.*

**Waiver requested:** While every attempt will be made by the administration of LISA Academy - Fayetteville to hire competent substitute teachers with college degrees. In the event that this is not logistically and financially feasible, LISA Academy - Fayetteville is asking an exemption from this provision and agreeing to send a notification to the parents during this period.

**6-17-418 Teacher certification - Arkansas history requirement**

*(a) Beginning July 1, 2001, no person shall be certified as a social studies teacher or as an elementary school teacher unless the person has successfully completed at least three (3) hours of college course work in Arkansas history.*

Teachers who are employed to teach Arkansas history will be required to demonstrate competency and receive professional development hours in that subject area.

**6-17-203. Committee for each school district (Personnel Policy Committee)**

*(a) Each school district shall have a committee on personnel policies which shall consist of no fewer than five (5) classroom teachers, and no more than three (3) administrators, one of which may be the superintendent.*

**Waiver requested:** Members of the Board of Directors of sponsoring entity, School Advisory Board, teachers, parents and the administrators will establish the personnel policies. However, being a small school, there may be a be no less than three (3) teachers (instead of five) will serve at the committee.

**6-17-919. Warrants void without valid certificate and contract**

*(a) All warrants issued in payment of teachers' salaries are void unless:*

- (1) The teacher has a valid teacher's certificate filed with the county clerk's office;*
- (2) The teacher has been employed by a valid written contract; and*
- (3) Copies of such contract are on file in the offices of the county treasurer or the school district treasurer if the school district has its own treasurer.*

*(b) The district superintendent of schools and the superintendent's surety' shall be liable for any warrants which he countersigns in payment of teachers' salaries unless and until there is a valid teacher's certificate and contract for the teacher on file with the county clerk.*

**Waiver requested:** As it is discussed previously, teacher at LISA Academy - Fayetteville may not necessarily have a teaching certificate. However, teachers will have a copies of their contracts on file with the Secretary LISA Foundation and the administrator of the school.

**6-17-1001 - Minimum base salary-Master's degree.**

*(n) The term "teacher", as used in this section, shall include any full-time employee of a local public school district who is compelled by law to secure a license from the State Board of Education as a condition precedent to employment in a position in or related to grades pre-kindergarten through twelve (preK-12) of the public schools of this state.*

**Waiver requested:** The term "teacher" at LISA Academy - Fayetteville shall include any employee who has demonstrated competency and is highly qualified in their subject matter with or without a license from the State Board of Education.

**6-18-508 Alternative learning environment**

*(a) Every school district shall establish an alternative learning environment that shall afford students an environment conducive to learning.*

**Waiver requested:** LISA Academy - Fayetteville - Springdale does not intend to use Alternative Education Programs.

**Subchapter 15: Teacher Fair Dismissal Act**

**6-17-1501 through 6-17-1510**

**Waiver requested:** The Board of Directors and administrators at LISA Academy - Fayetteville will determine its own personnel policy on fair dismissal of teachers including those who fail to improve the academic performance of the students in their classrooms.

**Subchapter 17: Public School Employee Fair Hearing Act**

**6-17-1702 through 6-17-1705**

**Waiver requested:** The Board of Directors of LISA Foundation will determine policies regarding fair hearings and employee grievances. The Board will also develop policies regarding citizen complaints and parental concerns.

**Additional Waiver Requests from the State Board of Education**

**A. Teacher License/Certificate**

Highly qualified but not necessarily certified teachers will be eligible to teach at LISA Academy - Fayetteville. Teacher demonstrating competency will be allow to teach at any grade level without certification.

**B. Certified Salary Schedule**

There will be salary range for employees instead of set salary schedule. Thus, salary will be competitive and performance based.

**C. Purchasing of Instructional Materials**

The LISA Academy - Fayetteville would like to purchase its own materials.

**D. Technology Centers**

The LISA Academy - Fayetteville would like to establish its own center without any tie to any other district.

**E. Teacher Evaluations**

There will be annual teacher evaluations that will be conducted by an administrator. These evaluations will be fair, but will not be tied to the local district as set out in the provision.

**F. Minimum Schoolhouse Construction**

The LISA Academy - Fayetteville is planning to rent a building which is not constructed as a school building. LISA Academy - Fayetteville would like to use this waiver because of limited funds.

**21  
20. Describe the potential impact of the proposed charter school on the efforts of affected public school district(s) to comply with court orders and statutory obligations to create and maintain a unitary system of desegregated public schools.**

The LISA Academy - Fayetteville will serve grades from K through twelve grades having maximum 500 students. The potential students enrolling LISA Academy - Fayetteville will come from all Fayetteville and Springdale area. As an open-enrollment charter school, LISA Academy - Fayetteville expects to draw majority of its students from throughout Fayetteville and Springdale and few from the surrounding cities as Rogers and Johnson. LISA Academy - Fayetteville will be in compliance with court orders and statutory obligation regarding desegregated public school policy and maintain a unitary system of desegregated public school. Furthermore, LISA Academy - Fayetteville will meet all other obligations in hiring faculty and staff, maintain diversity in other areas of the desegregation order. LISA Academy - Fayetteville is also committed to abide all other federal and state civil rights laws.

# Attachment #1

PUBLIC HEARING  
2009-2010 LISA ACADEMY - FAYETTEVILLE  
AUGUST 30 2008  
PUBLIC SUPPORT SIGN IN SHEET

	NAME:	SIGNATURE
1	Angela S Turley	Angela Turley Fay.
2	Aaron Hatfield	Aaron Hatfield
3	Jonathan Nola	Jonathan Nola
4	Albie Hattabaugh	Albie Hattabaugh
5	Amber Houston	Amber Houston
6	Yohon Vernon	Yohon Vernon
7	Levi Jones	Levi Jones
8	Carla Hatfield	Carla Hatfield
9	Ryan Austin	Ryan Austin
10	Adam Woodcock	Adam Woodcock
11	Rico Coreas	Rico Coreas
12	Kathy Mitchell	Kathy Mitchell
13	Wm King	Wm King
14	Tim Yacobi	Tim Yacobi
15	Dickie Houghton	Dickie Houghton
16	Galt Vowell	Galt Vowell
17	Kendall Derringer	Kendall Derringer
18	Nicholas Blair	Nicholas Blair
19	Dana Shrimpton	Dana Shrimpton
20	Bill DeStang	Bill DeStang
21	Rami Davis	Rami Davis
22	John Holmes	John Holmes
23	Jay Garcia	Jay Garcia
24	Tiffany Williams	Tiffany Williams
25	Ron Fabian	Ron Fabian
26	Ruben Ruiz	Ruben Ruiz

PUBLIC HEARING  
2009-2010 LISA ACADEMY - FAYETTEVILLE  
AUGUST 30 2008  
PUBLIC SUPPORT SIGN IN SHEET

	NAME	SIGNATURE
1	Billy Stilwell	Billy Stilwell
2	Ray Abrasiabi	Ray Abrasiabi
3	Naomi Smith	Naomi Smith
4	Dan Ivy	Dan Ivy
5	Alp Erdem	Alp Erdem
6	Yahida Zamani	Yahida Zamani
7	H.Y. KOUCEK ABASH	H.Y. KOUCEK ABASH
8	Adam Rutledge	Adam Rutledge
9	Wilma Young	Wilma Young
10	Le Wilson	Le Wilson
11	Shelli D. Jones	Shelli D. Jones
12	Debra Stypinski	Debra Stypinski
13	Carol Stearle	Carol Stearle
14	Cleo Sisemore	Cleo Sisemore
15	Alex Boris	Alex Boris
16	Nicole Cody	Nicole Cody
17	John Morris	John Morris
18	Mike Mergenthaler	Mike Mergenthaler
19	Jacqueline Brookshire	Jacqueline Brookshire
20	Lennie LONNIE BARRON	Lennie Barron
21		
22		
23		
24		
25		
26		

Attachment #2

**THE COSMOPOLITAN BANQUET EVENT ORDER**

NAME OF FUNCTION Press Conference  
 CONTACT NAME Kim Tasca  
 COMPANY Lisa Academy Charter School  
 TELEPHONE 501-227-4942  
 EMAIL reception@lisaacademy.org  
 FAX 501-227-4952  
 ADDRESS 21 corporate Hill Dr.  
 Little Rock, AR 72205

DAY/DATE Saturday, August 30, 2008  
 TIME 10am-12pm  
 EST. ATTENDANCE 100  
 GUARANTEE  
 DATE PREPARED: 8/20/08  
 FUNCTION CODE LAPC083008  
 METHOD OF PAYMENT Check invoice has been fax ov  
 on August 19,2008. Confirmati  
 Number 190155  
 ROOM RENTAL \$200.00++

**CATERING ARRANGEMENTS**

**9:00am Access to Room McIlroy I-II**  
**10:00am Press Conference McIlroy I-II**  
 -water station

**ROOM SET-UP**

**9:00am Access to Room McIlroy I**  
**10:00am Press Conference McIlroy I**  
 -Theater Style Set-up for 100 ppl  
 -water station

**REVISED**  
**8/22/08**

Guarantees for all food and beverage functions must be received 72 business hours prior to the function. Numbers cannot be reduced after that time. If n guarantee is received, planned attendance will be used. Prices are subject to 20% service charge plus sales tax. The hotel reserves the right designate rooms based on your guarantee. The following will result in additional charges: (1) excessive clean-up; (2) significant room set up changes on t day of the event; (3) damages caused by group. Health Regulations, Liquor Ordinance and Liability Insurance require that all Food and Beverage b purchased through The Cosmopolitan Hotel-Fayetteville. No food or beverage of any kind may be brought into or removed from the hotel by the patron or a guests of invitees. Prices are subject to change pending signature of client.

**CANCELLATION POLICY:** Full meeting room rental will be assessed if function is cancelled less than 7 days prio arrival. If guarantee for food & beverage falls below 35% of original estimated attendance, full meeting room rental wil assessed. I hereby authorize the hotel to bill my credit card for the amount due at the conclusion of this even

PLEASE SIGN AND RETURN ONE COPY TO THE HOTEL

CLIENT SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

COSMOPOLITAN REPRESENTATIVE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Christina Meré, Sales**

The Cosmopolitan  
 70 N. East Avenue  
 Fayetteville, AR 72701  
 Phone: 479-442-5555  
 Fax: 479-442-2105

**THE COSMOPOLITAN**

2B • SATURDAY, AUGUST 9, 2008 •

gree murder. Police obtained the warrant Wednesday night — less than 12 hours after the shooting — and detectives exhausted their best leads before releasing the information publicly.

Police said Garrison might be driving a white 1998 Ford Explorer — the same vehicle seen leaving after dropping off Caldwell's dead body. Garrison's last known address, police said, is 16 Woodwind Drive, just west of Boyle Park.

Police offered no motive for the killing.

Caldwell, 33, lived less than two blocks away from where his body was found, on West 21st Street, and had grown up in the same neighborhood east of Fair Park Boulevard.

Pulaski County court records show Garrison pleaded guilty to cocaine possession in 2004, negotiating a sentence of three years of probation, a \$300 fine, the suspension of his driver's license, enrollment in a drug-treatment program

show several arrests and convictions for Caldwell going back to the mid-1990s: disorderly conduct, public intoxication, assault, terroristic threatening. At the time of his death, police said, Caldwell was wanted on two warrants for failing to appear in court.

Caldwell's death was the capital city's 23rd homicide of 2008. Little Rock police do not include in that official number two suspects shot and killed by officers this year.

land said.

"I don't know why it's so hard for the police to find him," Kirkland said. "I do know he was telling the agent that he was trying to go into the Army. Maybe he's already gone."

The enforcement division has a staff of 17 agents who use between 35 and 37 youths to monitor the state's 5,000 businesses that hold licenses to sell alcoholic beverages. The program is funded through a \$350,000

#### PUBLIC HEARING NOTICE

For LISA Academy-Fayetteville, a public charter school  
Saturday, August 30 at 10:00am  
The Cosmopolitan Hotel  
McIlroy Room  
70 N. East Avenue  
Fayetteville, AR 72701

Little Scholars of Arkansas-LISA Foundation sponsors a hearing to inform the public about its plans to establish **LISA Academy- Fayetteville** an academically challenging college preparatory program with an emphasis on **science and technology** for all students regardless of race, ethnic origin, national background, or socioeconomic level.

LISA Academy- Fayetteville is projected to serve K-8th grade students beginning in August 2009 and grow to higher grades in four years. As an open-enrollment public charter school, LISA Academy- Fayetteville will draw students from throughout Fayetteville. LISA Foundation invites community members, educators, parents and students to attend this hearing for information and contribution to the establishment of LISA Academy- Fayetteville.

For comments or further information on LISA Academy- Fayetteville, contact:

Omer Ozmeral  
Superintendent, Little Scholars of Arkansas – LISA Foundation  
(501) 227-4942  
ozmeral@lisaacademy.org

### Getting it straight

The Democrat-Gazette wants its news reports to be fair and accurate.

We correct all errors of fact.

If you know of an error, write:

**Frank Fellone**

**Deputy Editor**

**P.O. Box 2221**

**Little Rock, Ark. 72203**

or call 378-3475 during business hours Monday through Friday.

The Arkansas Democrat-Gazette, Inc. executed the lease for eStem Public Charter Schools Inc. through Walter E. Hussman Jr. as the newspaper company's president. An article Thursday incorrectly identified Hussman personally as the landlord.

zoo's veterinarian, and two keepers were giving annual rabies vac-

10:30 a.m. when the colony is provided dishes of cattle blood.

the restaurant, at 1100 N. Courtney Parham Road, about 12:30 a.m. Thursday when a man approached him as he was getting into his vehicle.

Griffin told officers the man put something in his back that he thought was a weapon before taking \$30 in cash and running away.

Griffin was unable to give officers a description of the robber.

No arrest had been made Friday night.

## Union County JP trial set for March

BY JAMIE DAVIS  
EL DORADO NEWS-TIMES

EL DORADO — Union County Justice of the Peace Jack Reynolds pleaded innocent Wednesday to seven counts of aggravated assault and received a trial date of March 2, when he appeared before Miller County Circuit Judge Jim Hudson at the Union County Courthouse.

Hudson was appointed to oversee Reynolds' trial after six judges in the 13th Judicial District recused from the case. First Division Circuit Judge Hamilton Singleton was originally assigned to the case, but he and other local judges recused because of Reynolds' position on the Union County Quorum Court, which approves their court budgets.

Reynolds, 55, was arrested June 27 on seven felony counts of aggravated assault after the Arkansas State Police concluded a three-month investigation. He was released the same day after posting a \$25,000 cash-only bond and agreeing to relinquish his firearms.

Union County Sheriff Ken Jones requested that the state police handle the investigation because of a conflict of interest.

Reynolds, who serves as chairman of the Union County Finance Committee and holds the District I seat on the Quorum Court, is accused of discharging an AR-15 rifle above the head of Earnest Hampton and of aiming his weapon at Dr. John Gregory Booker.

Aggravated assault is a Class D felony and carries a term in the

state Department of Correction of not more than six years, or a fine not exceeding \$10,000, or both.

The criminal filing information included a note that "this defendant should receive an enhanced penalty" because of the use of a firearm as a means of committing the felony.

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ozmeral@lisaacademy.org



nine witnesses as part of their investigation into a Thursday shooting on Roosevelt Road but don't have enough evidence to make any arrests yet, Little Rock police said Friday.

Two people were shot outside the Quick Stop convenience store shortly after 1 p.m. at Roosevelt Road and Arch Street by a man armed with a rifle. He and three others had pulled into the store lot moments before.

Albert Lamb, 54, of 2400 Ringo St., who was shot in the head, appeared to be an innocent bystander, police said. Michael Everhart, 30, of 1616 N. Grant St., was shot in the arm.

Both shooting victims suffered injuries that didn't appear to be life-threatening, police said.

## kills 3-year-old girl

from the Danville Volunteer Fire Department, remained on the scene until 6:30 a.m., he said.

The Yell County sheriff's office is investigating the cause of the fire, Jackson said.

Belleville, about 28 miles southwest of Russellville, has a population of 371.

**FINAL DAYS**  
 *summer*  
**CLEARANCE**  
 UP TO  
**90% off**  
**The Crown Shop**  
 Park Plaza  
 I-430 & Rodney Parham

the stolen car and attempted to stop it. The vehicle came to a rolling stop, and the suspect fled on foot. A black female passen-

owners plan to contact the owners of the nearby wooded lot to see if they can cut some of the brush down.



**Looking for a place to go to church Sunday?**

SCHEDULE: SUNDAYS 10:30 AM & 7:00 PM  
 WEDNESDAYS 7:30 PM

Pastor J.N. Holmes  
 All Services Interpreted for Hearing-Impaired & Spanish

**FIRST PENTECOSTAL CHURCH • I-40 N.L.R. • 501-758-3090**

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[ozmeral@lisaacademy.org](mailto:ozmeral@lisaacademy.org)

ARKANSAS DEMOCRAT-GAZETTE

**LR man arrested  
 in pizza robbery**

BY JAMIE DAVIS  
EL DORADO NEWS-TIMES

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Superintendent, Little Scholars of Arkansas - LISA Foundation  
(501) 227-4942  
ozmeral@lisaacademy.org

7007 0220 0003 9508 0223

42	2.65	2.15	5.22
Susan Heil 2310 Blue Mesa Fayetteville AR 72703			

7007 0220 0003 9508 0247

42	2.65	2.15	5.22
Tim Hudson 202 11a St Fayetteville, AR 72701			

7007 0220 0003 9508 0216

42	2.65	2.15	5.22
Steve Percival 4024 N Zion Valley Fayetteville, AR 72703			

7007 0220 0003 9508 0230

42	2.65	2.15	5.22
Becky Purcell 2369 Yorkwood Dr Fayetteville, AR 72703			

7007 0220 0003 9508 0070

42	2.65	2.15	5.22
Conrad Odum 3528 N Buckingh Fayetteville, AR 72707			

7007 0220 0003 9508 0209

42	2.65	2.15	5.22
Howard Hamilton 4018 Churchill Fayetteville, AR 72703			

# ATTACHMENT # 6

## LISA ACADEMY – FAYETTEVILLE 2009-2010 ACADEMIC SCHOOL CALENDAR

August 10,2008-----First Day for Teachers  
August 10-15, 2008-----Staff Development Days ( Students Out )  
August 17, 2008-----School Begins First Days for Students  
September 1, 2009-----Labor Day Holiday ( School closed)  
September 22, 2009-----Parent Teacher Conferences ( Students Out)  
October 16, 2009-----End of First Quarter ( 43 Days )  
October 19, 2009-----Beginning of second quarter  
October 29-30, 2009-----Staff Development Days ( Students Out )  
November 25-27, 2009-----Thanks Giving holiday ( School Closed )  
December 21, 2009-----Winter Vacation Begins ( School Closed )  
January 4-5, 2010-----Staff Development Days ( Students Out )  
January 6, 2010-----School Resumes  
January 14, 2010-----End of Second Quarter ( 47 Days )  
January 15, 2010-----Staff Development Days ( Students Out )  
January 19, 2010-----M. L. King Holiday ( School Closed )  
January 20, 2010-----Beginning of Third Quarter  
February 12, 2010-----Parent Teacher Conferences ( Students Out)  
March 19, 2010-----End of Third Quarter ( 43 Days )  
March 22-26, 2010-----Spring Break ( School Closed )  
March 29, 2010-----Beginning of Third Quarter  
May 25, 2010-----Memorial Day Holiday ( School Closed )  
June 2, 2010-----End of 4<sup>th</sup> quarter ( 47 Days )  
June 3, 2010-----Staff Development Days

**TOTAL STUDENTS DAY ---- 180**

**TOTAL TEACHER WORKDAY ----- 193**

# ATTACHMENT #7

## LISA ACADEMY - FAYETTEVILLE DAILY SCHEDULE\*

GRADES K THRU 4		GRADES 5 THRU 8	
7:25-7:45		7:25-7:45	
7:45-7:50	Break	7:45-7:50	Break
7:50-8:00	Homeroom	7:50-8:00	Homeroom
8:00-8:05	Break	8:00-8:05	Break
8:05-9:05	1st Period	8:05-9:05	1st Period
9:05-9:10	Break	9:05-9:10	Break
9:10-10:10	2nd Period	9:10-10:10	2nd Period
10:10-10:15	Break	10:10-10:15	Break
10:15-11:15	3rd Period	10:15-11:15	3rd Period
11:15-11:20	Break	11:15-11:20	Break
11:20-11:45		11:20-12:20	4th Period
11:45-11:50	Break	12:20-12:25	Break
11:50-12:50	4th Period	12:25-12:50	
12:50-12:55	Break	12:50-12:55	Break
12:55-1:55	5th Period	12:55-1:55	5th Period
1:55-2:00	Break	1:55-2:00	Break
2:00-3:00	6th Period	2:00-3:00	6th Period
3:00-3:10	Dismissal	3:00-3:10	Dismissal
3:10-4:00	Clubs/Tutoring**	3:10-4:00	Clubs/Tutoring**
4:00-4:05	Break	4:00-4:05	Break
4:05-5:00	After School Care	4:05-5:00	After School Care

\* There are six (6) hours of instruction time per day.

\*\* After school activities and care are only for 4 thru 8 grade students.

# ATTACHMENT #8

## LISA ACADEMY - FAYETTEVILLE PROPOSED BUDGET Fiscal Year 2009-2010

Line No.	Revenues	Amount	Total
1	<b>Estimated State Charter School Aid:</b>		
2	No. of Students(300) x \$5789 State Funding		
	No. of Students(300) x \$36 Enhancement Funding		
3	Total State Charter School Aid	1,747,500	<u>1,747,500</u>
4			
5	<b>Other Sources of Revenues:</b>		
6	Contributions		
7	Grants ( Federal Start up Grant )	300,000	
9	Other	180,000	
	Federal Titles 35,000 - Lunch Reimbursment 60,000 - NSLA 45,000 - Special education Grant 40,000		
10	<b>Total Other Sources of Revenues</b>	480,000	<u>480,000</u>
11			
12	<b>TOTAL REVENUES</b>		<u><b>2,227,500</b></u>
13			
14	<b>Expenditures</b>	<b>Amount</b>	<b>Total</b>
15			
16	<b>Administration:</b>		
17	Salaries: (No. of Positions_4__)	<u>182,000</u>	
18	Fringe Benefits	<u>39,534</u>	
19	Purchased Services	<u>6,000</u>	
20	Supplies and Materials	<u>6,350</u>	
21	Equipment	<u>12,000</u>	
22	Other (Technology Start-Up Costs)	<u>45,000</u>	<u>290,884</u>
23			
24	<b>Regular Classroom Instruction:</b>		
25	Salaries: (No. of Positions_16_)	<u>512,000</u>	
26	Fringe Benefits	<u>110,979</u>	
27	Purchased Services ( Staff Dev )	<u>32,000</u>	
28	Supplies and Materials( Textbooks, Software )	<u>125,000</u>	
29	Equipment ( Tech. Equipment - Furniture )	<u>140,000</u>	
30	Other		<u>919,979</u>
31			
32	<b>Special Education:</b>		
33	Salaries: (No. of Positions_1_)	<u>45,000</u>	
34	Fringe Benefits	<u>9,874</u>	
35	Purchased Services	<u>0</u>	
36	Supplies and Materials( Books, Software )	<u>7,500</u>	
37	Equipment ( Tech. Equipment - Furniture )	<u>5,250</u>	
38	Other		<u>67,624</u>

( Budget Continued )

39			
40	<b>Gifted and Talented Program:</b>		
41	Salaries: (No. of Positions___)	_____	
42	Fringe Benefits	_____	
43	Purchased Services	_____	
44	Supplies and Materials	_____	
45	Equipment	_____	
46	Other	_____	<u>0</u>
47			
48	<b>Alternative Education Program:</b>		
49	Salaries: (No. of Positions___)	_____	
50	Fringe Benefits	_____	
51	Purchased Services	_____	
52	Supplies and Materials	_____	
53	Equipment	_____	
54	Other	_____	<u>0</u>
55			
56	<b>Guidance Services:</b>		
57	Salaries: (No. of Positions_1_)	37,000	
58	Fringe Benefits	<u>8,142</u>	
59	Purchased Services	<u>3,000</u>	
60	Supplies and Materials	<u>1,000</u>	
61	Equipment	<u>500</u>	
62	Other	_____	<u>49,642</u>
63			
64	<b>Health Services:</b>		
65	Salaries: (No. of Positions_1_)	<u>37,000</u>	
66	Fringe Benefits	<u>7,385</u>	
67	Purchased Services		
68	Supplies and Materials( Books, Software )	<u>8,000</u>	
69	Equipment ( Tech. Equipment - Furniture )	<u>5,000</u>	
70	Other	_____	<u>57,385</u>
71			
72	<b>Media Services:</b>		
73	Salaries: (No. of Positions_1___)	<u>31,000</u>	
74	Fringe Benefits	<u>6,843</u>	
75	Purchased Services		
76	Supplies and Materials( Books, Software )	<u>15,000</u>	
77	Equipment ( Tech. Equipment - Furniture )	<u>5,000</u>	
78	Other	_____	<u>57,843</u>
79			
80	<b>Fiscal Services:</b>		
81	Salaries: (No. of Positions_1_)	30,000	
82	Fringe Benefits	<u>6,626</u>	
83	Purchased Services	2,000	
84	Supplies and Materials	1,000	
85	Equipment	_____	

( Budget Continued )

86	Other		39,626
87			
88	<b>Maintenance and Operation:</b>		
89	Salaries: (No. of Positions____)		
90	Fringe Benefits		
91	Purchased Services	<u>32,000</u>	
92	(Include Utilities)		
93	Supplies and Materials	<u>15,000</u>	
94	Equipment	<u>5,000</u>	
95	Other		<u>52,000</u>
96			
97	<b>Pupil Transportation:</b>		
98	Salaries: Number of Positions _____		
99	Fringe Benefits		
100	Purchased Services		
101	Supplies and Materials		
102	Equipment		
103	Other		0
104			
105	<b>Food Services:</b>		
106	Salaries: (No. of Positions____)		
107	Fringe Benefits		
108	Purchased Services	60,000	
109	Supplies and Materials	3,500	
110	Equipment	1,500	
111	Other		<u>65,000</u>
112			
113	<b>Data Processing:</b>		
114	Salaries: (No. of Positions____)	<u>20,000</u>	
115	Fringe Benefits	<u>4,461</u>	
116	Purchased Services		
117	Supplies and Materials	<u>2,000</u>	
118	Equipment	<u>3,000</u>	
119	Other		<u>29,461</u>
120			
121	<b>Substitute Personnel:</b>		
122	Salaries: (No. of Positions_1____)	18,000	
123	Fringe Benefits	<u>4,028</u>	
124			
125	Debt Expenditures		
126	Other Expenditures		
127	Building Lease	<u>420,000</u>	<u>420,000</u>
128	Insurances	<u>15,000</u>	<u>15,000</u>
129			
130	<b>TOTAL EXPENDITURES</b>		<u><b>2,064,442</b></u>



# ATTACHMENT #9

## OPEN-ENROLLMENT PUBLIC CHARTER SCHOOL FACILITIES UTILIZATION AGREEMENT AND LEASE AGREEMENT

Lessor (Owner):

Hosseyn Kouchehbagh

Lessee (Tenant):

Little Scholars of Arkansas Foundation

Any information regarding affiliation, family ties, or other relationships between the Lessor (Owner) and Lessee (Tenant) must be disclosed with the facilities lease agreement.

Describe the present use  
of the facility and use for  
prior three (3) years:

The landlord will build a 30,000 sq foot  
of school building

Premises:

6709 Wilkerson St Fayetteville, AR 72704  
address  
initially 30,000 sq foot  
up to 50,000 in future.  
square footage

Terms of Lease:

5 year Lease

Rental Amount:

\$14.00 per sq. ft

Contingency:

The terms of this agreement are contingent upon  
Little Scholars of  
Arkansas Foundation (sponsoring entity)  
receiving a charter to operate an open-enrollment public  
charter school from the State Board of Education  
by August of 2008.

Statutory Language Concerning No Indebtedness: No indebtedness of any kind incurred or created by the open-enrollment public charter school shall constitute an indebtedness of the state or its political subdivisions, and no indebtedness of the open-enrollment public charter school shall involve or be secured by the faith, credit, or taxing power of the state or its political subdivisions.

Lessee:

Little Scholars of Ark. Foundation

By D. Orman

Date 08-25-08

Lessor:

H. Kouchehbagh

By H. Kouchehbagh

Date 8-25-08

**LISA ACADEMY - FAYETTEVILLE****A College Preparatory Charter School****12-Month Administrator & Teacher Salary Schedule**

12-Month with Bachelors						
0	\$26,546	\$28,500	\$29,500	\$35,000	\$35,500	\$38,000
1	\$27,475	\$29,200	\$30,000	\$32,500	\$38,000	\$40,500
2-3	\$28,711	\$30,511	\$32,500	\$34,000	\$40,500	\$43,500
4-6	\$30,290	\$33,500	\$34,000	\$36,500	\$42,500	\$46,000
7-10	\$32,108	\$38,500	\$36,500	\$39,500	\$45,500	\$48,500
11-15	\$34,195	\$41,250	\$39,500	\$42,000	\$49,500	\$53,500
16-20	\$36,417	\$45,417	\$42,000	\$44,500	\$54,000	\$58,500
20+	\$38,602	\$52,750	\$44,500	\$46,500	\$59,500	\$64,000

12-Month with Masters						
0	\$30,553	\$32,500	\$32,000	\$34,500	\$42,000	\$48,000
1	\$31,622	\$33,600	\$33,500	\$36,500	\$46,000	\$52,000
2-3	\$33,045	\$34,450	\$36,000	\$39,500	\$51,000	\$55,000
4-6	\$34,862	\$37,500	\$39,000	\$43,500	\$54,000	\$60,000
7-10	\$36,954	\$41,100	\$42,500	\$46,200	\$58,000	\$65,000
11-15	\$39,356	\$44,350	\$45,500	\$49,000	\$63,000	\$68,000
16-20	\$41,914	\$48,900	\$48,500	\$51,000	\$65,000	\$71,000
20+	\$44,429	\$53,429	\$51,000	\$54,500	\$72,000	\$74,000

12-Month with Doctorate						
0	\$32,000	\$34,900	\$35,500	\$37,500	\$42,500	\$46,500
1	\$33,120	\$35,500	\$38,200	\$39,500	\$46,500	\$54,500
2-3	\$34,610	\$36,900	\$42,500	\$46,500	\$53,500	\$60,500
4-6	\$36,513	\$40,500	\$45,000	\$47,000	\$59,500	\$64,500
7-10	\$38,704	\$43,000	\$48,500	\$51,000	\$65,500	\$70,500
11-15	\$41,220	\$46,200	\$51,000	\$54,000	\$71,500	\$75,500
16-20	\$43,899	\$50,500	\$54,500	\$58,500	\$75,500	\$80,500
20+	\$46,533	\$55,550	\$59,500	\$64,500	\$79,500	\$84,500

# ATTACHMENT #11

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date **MAR 16 2007**

LITTLE SCHOLARS OF ARKANSAS  
FOUNDATION  
21 CORPORATE HILL DR  
LITTLE ROCK, AR 72205

Employer Identification Number:  
06-1665076  
DLN:  
17053027733007  
Contact Person: SHAWNDEA KREBS ID# 31072  
Contact Telephone Number:  
(877) 829-5500  
Public Charity Status:  
170(b)(1)(A)(vi)

Dear Applicant:

Our letter dated APRIL 2003, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at [www.irs.gov](http://www.irs.gov).

If you have general questions about exempt organizations, please call our toll-free number shown in the heading.

Please keep this letter in your permanent records.

Sincerely yours,



Lois G. Lerner  
Director, Exempt Organizations  
Rulings and Agreements

Letter 1050 (DO/CG)

## **OPEN-ENROLLMENT PUBLIC CHARTER SCHOOL APPLICATION STATEMENT OF ASSURANCES**

The signature of the Chief Operating Officer of the public charter school certifies that the following statements are addressed through policies adopted by the public charter school and, if approved, the governing body, administration, and staff of the open-enrollment charter shall abide by them:

1. The information submitted in this application is true to the best of my knowledge and belief and this application has been sent to the superintendent of all the districts from which we intend to draw students.
2. The proposed open-enrollment public charter school shall be open to all students, on a space available basis, and shall not discriminate in its admission policy on the basis of race, color, national origin, creed, sex, ethnicity, sexual orientation, mental or physical disability, age, ancestry, athletic performance, special need or proficiency in the English language, and academic achievement. However, the charter may provide for the exclusion of a student who has been expelled from another public school district.
3. In accordance with federal and state laws the proposed open-enrollment public charter school hiring and retention policies of administrators, teachers, and other employees shall not discriminate on the basis of race, color, national origin, creed, sex, ethnicity, sexual orientation, mental or physical disability, age, ancestry, or special need.
4. The proposed open-enrollment public charter school shall operate in accordance with federal laws and rules governing public schools; applicable provisions of the Arkansas Constitution; and state statutes or regulations governing public school not waived by the approved charter.
5. An open-enrollment public charter school shall not use the moneys that it receives from the state for any sectarian program or activity or as collateral for debt. However, open-enrollment public charter schools may enter into lease-purchase agreements for school buildings built by private entities with facilities bonds exempt from federal taxes under 26 USCS 142(a) as allowed by Arkansas Code Ann. § 6-20-402. No indebtedness of an open-enrollment public charter school shall ever become a debt of the state of Arkansas.
6. The proposed open-enrollment public charter school shall not impose taxes or charge students tuition or fees that would not be allowable charges in the public school districts.
7. The proposed open-enrollment public charter school shall not be religious in its operations or programmatic offerings.

8. The proposed open-enrollment public charter school shall ensure that any of its employees who qualify for membership in the Arkansas Teacher Retirement System or the State and Public School Employee Insurance Program shall be covered under those systems to the same extent a qualified employee of a school district is covered.
9. The employees and volunteers of the open-enrollment public charter school are held immune from liability to the same extent as other public school district employees and volunteers under applicable state laws.
10. The open-enrollment public charter school shall be reviewed for its potential impact on the efforts of the public school districts within the proximity of the open-enrollment public charter school to comply with court orders and statutory obligations to create and maintain a unitary system of desegregated public schools.
11. The proposed open-enrollment public charter school shall comply with all health and safety laws, rules and regulations of the federal, state, county, region, or community that may apply to the facilities and school property.
12. The proposed open-enrollment public charter school shall not use any funds it receives from the state for any sectarian program or activity or as collateral for debt.
13. The charter applicant should know that certain provisions of state law shall not be waived. The proposed open-enrollment public charter school is subject to any prohibition, restriction, or requirement imposed by Title 6 of the Arkansas Code Annotated and any rule and regulation approved by the State Board of Education under this title relating to:
  - (a) Monitoring compliance with Ark. Code Ann. § 6-23-101 et seq. as determined by the Commissioner of the Department of Education;
  - (b) Conducting criminal background checks for employees;
  - (c) High school graduation requirements as established by the State Board of Education;
  - (d) Special education programs as provided by this title;
  - (e) Public school accountability under this title; and
  - (f) Health and safety codes as established by the State Board of Education and local governmental entities.
14. The facilities of the proposed public charter school shall comply with all requirements for accessibility for individuals with disabilities in accordance with the ADA and IDEA and all other state and federal laws.

15. Should the open-enrollment public charter school voluntarily or involuntarily close, the applicant should know that any fees associated with the closing of the school including but not limited to removal of furniture, equipment, general expenses, etc, are the sole responsibility of the sponsoring entity. No indebtedness of any kind incurred or created by the open-enrollment public charter school shall constitute an indebtedness of the state or its political subdivisions, and no indebtedness of the open-enrollment public charter school shall involve or be secured by the faith, credit, or taxing power of the state or its political subdivisions. In the case of school closure, property bought with state funds may be sold if required by the State Board of Education. The state has a perfected priority security interest in the net proceeds from the sale or liquidation of the property to the extent of the public funds used in the purchase.

*O. Ozmeral*

Signature of Chief Operating Officer of the School

Date: 08/31/08

OMER OZMERAL

Print or type name



UNITED STATES DEPARTMENT OF EDUCATION

OFFICE OF THE SECRETARY'S REGIONAL REPRESENTATIVE  
REGION VI, DALLAS OFFICE

June 16, 2008

Principal Emin Cavusoglu  
Lisa Academy  
21 Corporate Hill Drive  
Little Rock, AR 72205

Dear Principal Cavusoglu:

On behalf of the Office of the Secretary's Regional Representative, please accept my heartfelt congratulations on being part of the 2008 National Charter School success stories. This honor is bestowed only on a select group of outstanding schools and it is my pleasure to recognize your success brought about by your clear vision, commitment and self-less determination. You have encouraged and helped students to achieve the high academic standards and challenging goals that have led your School to an impressive level of accomplishment.

Secretary of Education Margaret Spellings recently commented, "Charter schools are proving that new approaches to education can work—that breaking tradition and taking risks can yield tremendous results for students." You have certainly demonstrated how the blending of innovation and learning can produce exceptional results that will have long-term effects for the good of our children and society.

Again, congratulations on receiving this prestigious honor for a job "well done". I am proud to have your school represent Region VI as a shining beacon of excellence in leadership, teaching, curriculum, student achievement, and parental involvement.

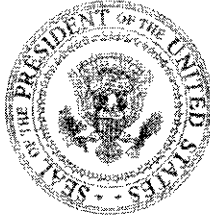
Warmest Regards,

  
Dr. Jim Davis

Secretary's Regional Representative

1999 BRYAN ST., SUITE 1510, DALLAS, TX 75201-6817  
PHONE: (214) 661-9500 FAX: (214) 661-9594  
www.ed.gov

Our mission is to ensure equal access to education and to promote educational excellence throughout the nation.



## National Charter Schools Week, 2008

*By the President of the United States of America*

### A Proclamation

Education is the cornerstone of a hopeful tomorrow. During National Charter Schools Week, we highlight the contributions of charter schools to ensuring that our Nation's future leaders have the skills and knowledge necessary for a lifetime of achievement.

Charter schools are educational alternatives that empower families with additional choices for their children. By providing flexibility to educators while insisting on results, charter schools are helping foster a culture of educational innovation, accountability, and excellence. Charter schools also encourage parental involvement and help contribute to the national effort to close the achievement gap.

The No Child Left Behind Act has played a central role in America's efforts to improve our public schools and expand the opportunities available to our children. In 2007, American students reached record achievement levels on reading and math tests, and the achievement gap is beginning to close. Charter schools have been an important part of this success. National Charter Schools Week is an opportunity to recognize the strength, vitality, and excellence of outstanding schools.

NOW, THEREFORE, I, GEORGE W. BUSH, President of the United States of America, by virtue of the authority vested in me by the Constitution and laws of the United States, do hereby proclaim May 4 through May 10, 2008, as National Charter Schools Week. I applaud our Nation's charter schools and all those who make them a success, and I call on parents of charter school students to share their success stories and help Americans understand more about the important work of charter schools.

IN WITNESS WHEREOF, I have hereunto set my hand this second day of May, in the year of our Lord two thousand eight, and of the Independence of the United States of America the two hundred and thirty-second.

A handwritten signature in cursive script, reading "George W. Bush", is positioned below the text of the proclamation.





# ARKANSAS DEPARTMENT OF EDUCATION

Dr. T. Kenneth James  
Commissioner

**State Board  
of Education**

Randy Lawson  
Bentonville  
Chair

Dr. Naccaman Williams  
Springdale  
Vice Chair

Sherry Burrow  
Jonesboro

Jim Cooper  
Melbourne

Brenda Gullett  
Fayetteville

Sam Ledbetter  
Little Rock

Alice Mahony  
El Dorado

Dr. Ben Mays  
Clinton

Diane Tatum  
Pine Bluff

September 26, 2008

Mr. Mutlu Mete  
LISA Academy – Fayetteville  
21 Corporate Hill Drive  
Little Rock, AR 72205

Dear Applicant:

The Arkansas Department of Education (ADE) has completed the evaluation process of the applications for Open Enrollment Public Charter Schools as per 9.01 of the ADE Rules Governing Charter Schools. Enclosed is a copy of that evaluation for your review.

In accordance with the Charter School rules, you are allowed to submit a written response to this evaluation. Written responses must be **in the Charter School Office no later than 4:00 p.m., Friday, October 17, 2008.** Responses received after that date will not be processed.

Responses should be sent to the following address:

Dr. Mary Ann D. Brown  
Charter School Office  
Four Capitol Mall, Room 305-B  
Little Rock, AR 72201

Please feel free to contact the Charter School Office to verify receipt of your written response at (501) 683-5313.

Thank you,

Mary Ann D. Brown, Ed.D.  
Charter School Program Director

MAB/ler/ms

Enclosure: Public Charter School Application Evaluation Report

Four Capitol Mall  
Little Rock, AR  
72201-1019  
(501) 682-4475  
ArkansasEd.org

**2008-2009**  
**Public Charter School**  
**Application Evaluation Report**

LISA Academy - Fayetteville



**Provided by:**  
**Arkansas Department of Education**  
**Charter School Office**



# ARKANSAS DEPARTMENT OF EDUCATION

## Arkansas Department of Education

### Charter School Application Evaluation Instrument

*The following instrument will be used to evaluate applications submitted to the Arkansas Department of Education ("ADE") for the establishment of new public charter schools. This instrument is only intended to provide clarity, transparency and consistency in the charter school application review process.*

The ADE will use the following instrument only to evaluate the quality of a charter school application against the criteria stated herein. For each of the application requirements, the criteria define the characteristics and elements of a response that meet the standard for charter approval. The following definitions will guide the rating of each information requirement:

**Meets the Standard:**

The response reflects a thorough understanding of key issues and demonstrates capacity to open and operate a quality charter school. It addresses the topic with specific and accurate information that shows thorough preparation and presents a clear, realistic picture of how the school expects to operate.

**Partially Meets the Standard:**

The response addresses most of the criteria, but response lacks meaningful detail and requires important additional information.

**Does Not Meet the Standard:**

The response lacks meaningful detail, demonstrates lack of preparation, or otherwise raises substantial concerns about the applicant's understanding of the issue in concept and/or ability to meet the requirement in practice.

# Arkansas Department of Education

## Open-Enrollment Public Charter School Application Evaluation

### EVALUATION RUBRIC

Name of Proposed School: **LISA Academy - Fayetteville**

Eligible entity status:

- ☐ Public institution of higher education  
☐ Private nonsectarian institution of higher education  
☐ Governmental entity  
☒ Nonsectarian organization exempt from taxes under Section 501(c) (3)

Status of 501(c) (3) Application for Non-Sectarian Organization Exempt from Taxes    Approved as per attachment 11.

### Part 1: PRE-APPLICATION MATERIALS

The Arkansas Department of Education requires that all applicants submit a Letter of Intent, outlining a general description of the proposed charter school.

#### Evaluation Criteria:

A response that meets the standard will guarantee that:

- A Letter of Intent was filed with ADE on time and included all necessary information.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Strengths	Reference
Concerns and Additional Questions	Reference
The letter of intent lacks a description of the location. The applicant only cites the city where the school will be located.	Letter of Intent

## Part 2: REQUIRED INFORMATION

### ***STANDARDS 1 and 2 OF APPLICATION: PUBLIC HEARING RESULTS***

All proposed school design teams must conduct a public hearing before applying for an open enrollment charter school, to assess support for the school's establishment. Applicants are asked both to document the logistics of the hearing and to include a narrative of the hearing results.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- A thorough description and evidence of public support exhibited at the hearing;
- Documentation of required notices published to garner public attention to the hearing; and
- Documentation of required notices of the public hearing to superintendents and school board members in contiguous school districts.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Strengths	Reference
Documentation of public support is provided. Evidence of a public hearing is attached.	Attachments 1-5
Concerns and Additional Questions	Reference
Comment: This is an application for license under the LISA Academy Little Rock. As per ADE Rules Governing Public Charter Schools 10.05.1 the license request does not require that it be initially sent to local board for its considerations.	

### ***STANDARD 3 OF APPLICATION: GOVERNING STRUCTURE***

The Governing Structure section should explain how the school will be governed. It should present a clear picture of the school's governance processes and composition, what responsibilities various groups and people will have and how those groups will relate to one another.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- Documentation of proper legal structure of the governing board;
- A clear description of the governing board's roles and responsibilities;
- Adequate policies and procedures for board operation, including board composition and member selection;
- A clear, sensible delineation of roles and responsibilities in relation to governance and school management; and
- A reasonable plan for involving parents, staff, students and community in the decision-making of the school.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Strengths	Reference
Roles of governing structure are clear and concise. A flow chart is provided for explanation.	4
Concerns and Additional Questions	Reference

### ***STANDARD 4 OF APPLICATION: MISSION STATEMENT***

The Mission Statement section should indicate what the school intends to do, for whom and to what degree.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- A mission statement that is meaningful, manageable and measurable.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
The mission statement is meaningful and manageable.	4
Concerns and Additional Questions	Reference
There is no statement of how the mission will be measured.	

### ***STANDARD 5 OF APPLICATION: EDUCATIONAL NEED***

The Educational Need section should indicate how the school intends to offer a viable educational option for students in Arkansas. Along with the mission statement, this section outlines the basic rationale for the new school.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- A description of educational need that presents a clear option for students;
- A specific rationale for how the charter school will enhance or expand the educational options currently available to the school's target student population.

<b>Does Not Meet the Standard</b>	<b>Partially Meets the Standard</b>	<b>Meets the Standard</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<b>Strengths</b>	<b>Reference</b>
A rich and flexible curriculum is provided. The sponsoring entity demonstrates a successful school in Little Rock.	5-11
<b>Concerns and Additional Questions</b>	<b>Reference</b>
The application does not adequately describe the need for the proposed charter school.	

### ***STANDARD 6 OF APPLICATION: EDUCATIONAL PROGRAM***

The Educational Program section should describe the educational foundation of the school and the teaching and learning strategies that will be employed.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- A clear description of the proposed educational program, including but not limited to the foundational educational philosophy and curricular and instructional strategies to be employed; and
- A clear organization of the school in terms of both length of school day and year that meets minimum state requirements.

<b>Does Not Meet the Standard</b>	<b>Partially Meets the Standard</b>	<b>Meets the Standard</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<b>Strengths</b>	<b>Reference</b>
Proven educational programs will be used. The application provides a clear description of the educational program.	14-30
<b>Concerns and Additional Questions</b>	<b>Reference</b>

## ***STANDARD 7 OF APPLICATION: ACADEMIC ACHIEVEMENT GOALS***

The Academic Achievement Goals section should define the performance expectations for students and the school as whole.

### **Evaluation Criteria:**

A response that meets the standard will present:

- Specific goals in:
  - Reading;
  - Reading Comprehension;
  - Mathematics; and
  - Mathematics Reasoning;
- Goals that clear, measurable and data-driven;
- Goals on improving student achievement; and
- Valid and reliable assessment tools for measuring each of the defined goals.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
Reliable assessment tools will be used. There are clear goals for improving student achievement.	31-32
Concerns and Additional Questions	Reference
Goals do not specifically address reading comprehension and mathematics reasoning.	31

## ***STANDARD 8 OF APPLICATION: CURRICULUM DEVELOPMENT AND ALIGNMENT***

The Curriculum Development and Alignment section should define the process by which the design team developed (or chose) the curricular program of the school, and illustrate alignment with Arkansas Curriculum Frameworks.

### **Evaluation Criteria:**

A response that meets the standard of a curricular development and alignment program will present:

- Evidence that the curriculum aligns with, or a sound and rationale plan and timeline for aligning the curriculum with, the Arkansas Department of Education's content standards, benchmarks and performance standards.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
The school will maintain and update its curriculum to comply with all changes in Arkansas Curriculum Frameworks and state assessments.	33
Concerns and Additional Questions	Reference
No clear timeline for aligning the curriculum with the Arkansas Curriculum Frameworks is provided.	



### ***STANDARD 9 OF APPLICATION: GEOGRAPHICAL SERVICE AREA***

The Geographical Service Area section must outline the impact of a new school opening within the current public education system.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- The specific geographical area served by the charter school; and
- Information on the school districts within the geographical area that may be affected (including data on the expected number of students to transfer to the charter school).

<b>Does Not Meet the Standard</b>	<b>Partially Meets the Standard</b>	<b>Meets the Standard</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	

<b>Strengths</b>	<b>Reference</b>
The application provides data specifically for the district in which school will be located.	33
<b>Concerns and Additional Questions</b>	<b>Reference</b>
No data on the expected number of students to transfer to the charter school.	

### ***STANDARD 10 OF APPLICATION: ANNUAL PROGRESS REPORTS***

The Annual Progress Reports section should define how the academic progress of individual students and the school as a whole will be measured, analyzed and reported.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- A clear and conceptually sound plan for documenting and reporting student performance data;
- A timeline for data compilation and completion of an annual report to parents, the community and the State Board of Education that outlines the school's progress; and
- A plan for dissemination of the annual report to appropriate stakeholders.

<b>Does Not Meet the Standard</b>	<b>Partially Meets the Standard</b>	<b>Meets the Standard</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<b>Strengths</b>	<b>Reference</b>
The school will provide copies of reports to parents, and publish documentation in the local newspaper and on the school's website before November 15.	33-34
<b>Concerns and Additional Questions</b>	<b>Reference</b>

## ***STANDARD 11 OF APPLICATION: ENROLLMENT CRITERIA AND PROCEDURES***

The Enrollment Criteria and Procedures section should describe how the school will attract and enroll its student body, including any criteria for admission and enrollment. Applicants must also provide assurances for a random lottery selection process.

### **Evaluation Criteria:**

A response that meets the standard will present:

- A student recruitment plan that will provide equal opportunity for all parents and students to learn about and apply to the school;
- An enrollment and admissions process that is open, fair and in accordance with applicable law; and
- A process for, and a guarantee of, a random, anonymous lottery process should there be more student applications than can be accommodated under the terms of the charter.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Strengths	Reference
The application makes no mention of reserved seats for certain individuals. The admission process is open, fair and equitable.	34
Concerns and Additional Questions	Reference

## ***STANDARD 12 OF APPLICATION: STAFFING PLAN***

The Staffing Plan section should describe the job duties of the school director and other key personnel. This section should also describe the professional standards that all employees will be held to.

### **Evaluation Criteria:**

A response that meets the standard will present:

- A job description for the school director and other key personnel, including but not limited to an operations director, board members, teachers, etc.;
- An outline of the professional qualifications required for administrators, teachers, counselors, etc; and
- A staffing plan that clearly outlines both the types and numbers of positions to be filled at the school and salary scales for such positions.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
The application provided job descriptions and a salary scale for key personnel. The application cites that teachers will be "encouraged to seek Arkansas Teacher's Certification during employment".	35-37, Attachments
Concerns and Additional Questions	Reference
There are no specific requirements or job descriptions listed for Board Members.	

### ***STANDARD 13 OF APPLICATION: BUSINESS AND BUDGETING PLAN***

The Business & Budgeting Plan section should describe how the charter school will organize its business office and manage its fiscal responsibilities.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- An appropriate plan for how the school will manage procurement activities;
- A description of the personnel required to carry out business duties, including the requisite qualifications of any proposed personnel;
- A realistic timeline and process by which the governance structure will review and adopt an annual budget; and
- A balanced budget that accurately reflects the revenue currently available to the school and expenditures for program implementation.

<b>Does Not Meet the Standard</b>	<b>Partially Meets the Standard</b>	<b>Meets the Standard</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<b>Strengths</b>	<b>Reference</b>
The application indicates that the school will hire a full-time Business Manager whose duties are described in the application. A procurement plan is outlined with segregation of duties. The application contains a process by which the Business Manager prepares and submits an annual budget to the Board of Directors for their approval. The application lists the qualifications required for the Business Manager. The anticipated revenue is sufficient to fund the proposed budget with a projected carryover, subject to receiving the grants mentioned in the narrative.	36, 39-41, Budget template
<b>Concerns and Additional Questions</b>	<b>Reference</b>
The narrative indicates that several grant applications will be made and that preparations are underway. However, there is no guarantee at this time that the grants will be submitted or approved. The amount of salaries and benefits for substitutes was not picked up in the budget total.	38
<b>Legal Comments</b>	<b>Reference</b>
The description of the procedures to be used by the Applicant for the purchase of goods and services appears to be in conflict with the bidding procedures required by Ark. Code Ann. § 6-21-304. The Applicant should review its proposed procedures and ensure that they comply with § 6-21-304.	41

## ***STANDARD 14 OF APPLICATION: FINANCIAL AND PROGRAMMATIC AUDIT PLAN***

The Financial and Programmatic Audit Plan section should provide the procedure and timeline by which an annual audit should be conducted. This section should also include an outline for the information that will need to be reported to ADE and the community.

### **Evaluation Criteria:**

A response that meets the standard will present:

- A sound plan for annually auditing school's financial and programmatic operations.

<b>Does Not Meet the Standard</b>	<b>Partially Meets the Standard</b>	<b>Meets the Standard</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<b>Strengths</b>	<b>Reference</b>
The application states that an annual audit will be conducted either by the Division of Legislative Audit or by an independent, certified public accountant in accordance with the provisions of the Arkansas Public School Audit Laws.	42
<b>Concerns and Additional Questions</b>	<b>Reference</b>

## ***STANDARD 15 OF APPLICATION: ARKANSAS PUBLIC SCHOOL COMPUTER NETWORK ASSURANCES***

The Arkansas Public School Computer Network (APSCN) Assurances section should provide documentation of the applicant's understanding of and participation in the required state educational data reporting system.

### **Evaluation Criteria:**

A response that meets the standard will present:

- Assurance that the charter school will comply with all state statutory requirements regarding the APSCN educational data reporting system.

<b>Does Not Meet the Standard</b>	<b>Partially Meets the Standard</b>	<b>Meets the Standard</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<b>Strengths</b>	<b>Reference</b>
The application assures that the school will participate in the Arkansas Public School Computer Network (APSCN) as required.	42
<b>Concerns and Additional Questions</b>	<b>Reference</b>

## ***STANDARD 16 OF APPLICATION: FACILITIES***

The Facilities section should provide an understanding of the school's anticipated facilities needs and how the school plans to meet those needs.

### **Evaluation Criteria:**

A response that meets the standard will present:

- An informed understanding of the facility needs of the school over the term of its charter.
- A realistic plan for securing a facility that is appropriate and adequate for the school's program and targeted population.
- Evidence that the school understands the costs of securing and improving a facility and has access to the necessary resources to fund the facility plan.
- A sound plan for continued operation, maintenance and repair of the facility.

For schools that will be using district-owned facilities, a response that meets the standard will present:

- Documentation that the school district and school are in agreement over the use of the facility and its equipment.

For schools that will NOT be using district-owned facilities, a response that meets the standard will present:

- Documentation that the property owner and school are in agreement over the use of the facility and its equipment;
- A statement of the facilities' compliance with applicable codes; and
- A detailed outline of any relationships between the property owner and:
  - members of the local board of the public school district where the charter school will be located;
  - the employees of the public school district where the charter school will be located;
  - the sponsor of the charter school; and
  - employees, directors and/or administrators of the charter school.

<b>Does Not Meet the Standard</b>	<b>Partially Meets the Standard</b>	<b>Meets the Standard</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<b>Strengths</b>	<b>Reference</b>
The application cites that the building will be in compliance with all state and federal regulations. There is no relationship between the property owners and members of the LISA Foundation.	42-43
<b>Concerns and Additional Questions</b>	<b>Reference</b>
No evidence of documented lease was provided. Please see Charter School Site Visit Report provided by the Facilities Department.	
<b>Legal Comments</b>	<b>Reference</b>
A proposed Lease Agreement was not included in the Application materials. If the Applicant is granted a license, a Lease Agreement will have to be reviewed by the Department. A final review of all Lease Agreements for Charter School facilities will be performed by the ADE before Board action on the Application is taken.	
Any facilities used by the Applicant will have to be inspected by the Division of Public School Academic Facilities and Transportation	

<p>prior to any State Board of Education action on the application. All facilities must meet the requirements of the Americans with Disabilities Act and the Individuals with Disabilities Education Act. The site must also be selected and reviewed before State Board action to ensure both adequacy for the proposed facilities as well as compliance with health, safety, building and zoning laws.</p>	
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## ***CHARTER SCHOOL SITE VISIT REPORT***

**Date:** 9/25/08

1. **Charter School:** LISA Academy - Fayetteville
2. **Location:** 6709 Wilkerson St.
3. **General Observations:** Vacant lot. Site is low and in the proximity to a nearby creek. The site will require significant fill to rise above flood plain. This will need to be addressed by the design team.
4. **Academic Suitability:** No facility at this time.
5. **ADA Accessibility:** No facility at this time.
6. **Life Safety Codes:** The site is in the jurisdiction of either the City of Fayetteville or the City of Johnson, it could not be determined. In either case, the project will be inspected by the respective authority for full code compliance.
7. **Conclusion:** There was nothing in the area observed to be detrimental to a school facility. This information was provided to the Facilities Division by the Building Official of the City of Fayetteville.
8. **Recommendation:** N/A
9. **Asbestos:** No facility at this time.

## ***STANDARD 17 OF APPLICATION: STUDENT SERVICES***

The Student Services section should describe how the school will address services for its student body.

### **Evaluation Criteria:**

A response that meets the standard will present:

- A guidance program that will serve all students;
- A health services program that will serve all students;
- A plan for a media center for use by all students;
- A transportation plan that will serve all eligible students;
- Sound plans for educating special education students that reflect the full range of programs and services required to provide such students with a high quality education;
- An alternative education plan for eligible students, including those determined to be at-risk, or those that are bilingual or have limited English proficiency; and
- Plans for a gifted and talented program for eligible students.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Strengths	Reference
A Gifted-Talented Program will be offered.	45-46
Concerns and Additional Questions	Reference

## ***STANDARD 18 OF APPLICATION: STUDENT SERVICES***

This section should describe how the school will address food services for its student body.

### **Evaluation Criteria:**

A response that meets the standard will present:

- A food service plan that will serve all eligible students.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
Concerns and Additional Questions	Reference
The applicant does not specify what programs will be offered by the charter school (Breakfast, Lunch, Afterschool Snack). Insufficient funds were budgeted to support the proposed number of students.	

### ***STANDARD 19 OF APPLICATION: PARENTAL INVOLVEMENT***

The Parental Involvement section should describe how parents or guardians of enrolled students will make a positive impact on the school and its educational program.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- A plan for involving parents and guardians in the school's education programs.

<b>Does Not Meet the Standard</b>	<b>Partially Meets the Standard</b>	<b>Meets the Standard</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<b>Strengths</b>	<b>Reference</b>
The application shows a commitment to forming parent and community partnerships such as Family-School Partnership Action Team.	46-48
<b>Concerns and Additional Questions</b>	<b>Reference</b>



## **STANDARD 20 OF APPLICATION: WAIVERS**

The Waivers section should provide describe any waiver from local or state law for which the charter is seeking.

### **Evaluation Criteria:**

A response that meets the standard will present:

- A persuasive explanation of any waiver requests; and
- A compelling description of how the school will address any waivers.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Strengths	Reference
Compelling reasons/descriptions of waiver requests are provided.	48-51
Concerns and Additional Questions	Reference
Legal Comments	Reference
<p>Ark. Code Ann. §§ 6-15-1004, 6-17-401 and 6-17-902 and Section 15.03 of the Department's Rules Governing Standards for Accreditation for Public School Districts:</p> <ul style="list-style-type: none"><li>• The State Board may (but is not required) to waive the teacher certification requirement. However, the Board may not waive the requirements that charter school teachers have a bachelor's degree and meet content knowledge requirements <u>if they teach core subjects</u>.</li><li>• No waiver shall be granted to any Arkansas Statutes nor Department Rules governing requirements for highly qualified teachers.</li><li>• The ADE Rule Governing the Arkansas Comprehensive Testing, Assessment and Accountability Program, Sections 5.02.4 and 5.03.2, requires that standardized assessments be administered according to procedures established by the ADE. The ADE's procedures require that certified teachers administer the standardized assessments. Violations of such procedures are subject to sanctions by the State Board pursuant to Ark. Code Ann. § 6-15-438.</li><li>• All teachers and school personnel must submit to the criminal background checks.</li></ul> <p>ADE Rule Governing Minimum Schoolhouse Construction: This Rule no longer exists; construction standards are now handled by the Division of Public School Academic Facilities and Transportation.</p>	

### ***STANDARD 21 OF APPLICATION: DESEGREGATION ASSURANCES***

The Desegregation Assurances section should describe the applicant's understanding of applicable statutory and regulatory obligations to create and maintain a unitary system of desegregated public schools.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- Assurance that the charter school will comply with all applicable federal and state statutory and regulatory requirements regarding the creation and maintenance of desegregated public schools; and
- An outline of the potential impact of the proposed charter school on those desegregation efforts already in place in affected public school districts.

<b>Does Not Meet the Standard</b>	<b>Partially Meets the Standard</b>	<b>Meets the Standard</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<b>Strengths</b>	<b>Reference</b>
<b>Concerns and Additional Questions</b>	<b>Reference</b>
The application does not clearly outline the potential impact of the proposed charter school.	

#### ***ADDITIONAL COMMENTS:***

# LISA Foundation

Little Scholars of Arkansas Foundation

21 Corporate Hill Dr.  
Little Rock, AR 72205  
Phone: (501) 227-4942  
Fax : (501) 227-4941

October 17, 2008

Arkansas Department of Education  
Charter School Office  
4 Capitol Mall, Room 305-B  
Little Rock, AR 72201

Dear Dr. Brown,

I attached the written responses to evaluation of LISA Academy – Fayetteville proposal.

If you have any questions or need additional information, please do not hesitate to contact me at [ozmeral@lisaacademy.org](mailto:ozmeral@lisaacademy.org) or by telephone at the above listed numbers.

Kindest regards,



Omer Ozmeral

RECEIVED  
OCT 17 2008  
CHARTER SCHOOL OFFICE

#### **STANDART 4 OF APPLICATION: MISSION STATEMENT**

The mission of LISA Academy – Fayetteville is to provide a safe and collaborative environment which will cultivate the academic and social development of its students by emphasizing math, science, and technology for the purpose of students setting and meeting higher education goals. Graduates of LISA Academy - Fayetteville will have the tools necessary to positively impact their communities as they pursue their personal and professional aspirations. LISA Academy - Fayetteville believes an effective and adequate education necessary for the citizens of the future relies heavily on a multidimensional academic curriculum in which all core subjects will be blended together through various teaching methods while promoting the development of a strong character that supports and respects society. We strongly believe that LISA Academy - Fayetteville's mission statement is based on student achievement, accountability, parent and community involvement, healthy youth development, safety and diversity.

LISA Academy - Fayetteville believes that focusing on an overall high academic achievement will include providing opportunities for individual skills and talents to develop to higher levels. This will inspire in students a lifelong love of learning and desire for self-improvement and creativity. LISA Academy - Fayetteville strives to lead each and every student to these accomplishments by using enhanced Arkansas Curriculum Standards. The No Child Left Behind (NCLB) Act of 2001 will serve as a guideline in our commitment to teach every student how to reach his or her fullest potential. As part of the NCLB Act, instruction at LISA Academy - Fayetteville will be research based and evaluated frequently, teacher development will be a continual process, and special emphasis will be given for the adequate yearly progress of each student.

Every effort will be made to humanize and personalize the environment in which students learn, and to maintain safe, friendly and wholesome atmosphere that encourages creative expression and a desire to acquire knowledge. The emphasis of the entire instructional program is aimed at meeting the individual needs of each student in order to allow children to develop to their fullest potential. The school establishes an atmosphere in

which students develop abilities to generate new thoughts, to think analytically, to draw logical conclusions, and to express thoughts in written and verbal form. By instilling in the student's knowledge and appreciation of one's heritage as a member of the American community, as an American citizen, and as a member of a family, the school strives to make the student aware of accountability to oneself and to others.

Since adolescents thrive in an environment of diversity, we will strive to create a diverse learning environment. Diversity is not only a motivating factor, but also an essential element in a well-rounded education. It serves as a key to success in our diverse American society, institutions of higher learning, and inter-connected global economy. Each and every student at LISA Academy - Fayetteville will be regarded as a unique, valuable, and vital member of the school community. Individual attention in the form of one-on-one tutorial, intensive counseling, and individualized goals is the key to motivating our students. Cooperation with area universities is an effective means toward enhancing the effectiveness of our tutorial system.

Multi-cultural aspects are also integrated into our curricula; not just through geography and foreign language, but within each of our subject areas. Our students are encouraged to make additional contacts with other cultures by participating in local, national and International Science and Mathematics Competitions.

While cherishing the individual choice of each student, the school will focus on curriculum standards so that children may achieve the mastery upon which further learning will be built. LISA Academy - Fayetteville will use a variety of teaching methods to ensure learning for all students regardless of race, gender, or socioeconomic background.

LISA Academy - Fayetteville's curriculum will be project oriented, interdisciplinary, and thematic. School Science fairs, student work displays, performances, newsletters, multimedia publications (web, CDs and etc.), in-school academic competitions and various methods will be used to exhibit student work.

The founders envision an environment where families, teachers, and students communicate on a regular basis, in order to optimize the students' educational opportunities in addition to activities that contribute to the complete personal and social development and personal esteem, such as recreation, athletics and co-curricular and/or extracurricular activities. Learning and applying Science, Math, and Technology through projects that are linked to community and family is the means by which students experience personal academic success and emotional growth. Students at LISA Academy - Fayetteville will have an extended Health Curriculum that will involve Nutrition, Health and Fitness. Students will be educated on healthy and safe nutritional habits in our school in order to develop a fit and healthy generation.

The founders believe that leading by example is the best way to inspire change. Through the development of a school with challenging standards of academic excellence, which results in higher achievement scores; through the inclusion of all students regardless of racial, ethnic background, language barriers, educational classifications, or socio-economic status; and through the demonstrated satisfaction of students and families alike, the impetus for change in the region public schools will be realized.

### ***LISA Academy – Fayetteville Self-Evaluation and Accountability***

#### ***Self-Evaluation***

LISA Academy- Fayetteville will be accountable to the general public, its students and staff, its board, and the public agency granting its charter on three fronts:

- 1) legally, as to whether it is fulfilling the terms of its charter and regulatory and statutory requirements;
- 2) academically, as to whether its students are performing at improved or consistently high levels as measured by various assessment instruments; and
- 3) organizationally, as to whether the school is financially stable and competently governed and staffed.

LISA Academy - Fayetteville self-evaluation will entail comparison of its performance against its stated mission, goals and objectives and not against the performance of any

other public or private schools. It will be the assignment of the board (or a subset thereof), the school administration, and the teachers (or a committee thereof), along with any parent committees which may form to that effect, to develop detailed, clear, measurable school-wide performance objectives. These objectives will naturally emphasize student achievement as measured against baseline data, but they will also include factors such as pupil and staff attendance rates, numbers of applications and enrollment; degree of parent participation, school environment including safety and order, staff development, physical plant, fiscal management, and so forth. All indicators should be concrete, quantifiable, and objective.

### *Annual Report*

The Principal/Superintendent shall submit to the Board each year a report containing aggregate statistics of the performance of every grade on state-mandated tests and on other major assessments specified by the LISA Academy - Fayetteville curriculum. These data shall not identify individual students, but they shall include statistical comparisons to indicate whether students collectively are benefiting from the instruction in each grade.

The Board shall also include in the Annual Report a summary of the school finances, the list of staff, student demographics, any important changes in facilities, results of the parents' survey when available, a brief restatement of the School's mission and goals, and major objectives for the coming year. The latter shall be identified by the Board after consultation with the teaching staff and with parents. The Annual Report may also serve as a prospectus and shall explain how to request copies of the school charter, curriculum, and application forms.

### *Records System*

LISA Academy - Fayetteville will establish an efficient and thorough record-keeping system to track all the information needed for state and federal reporting requirements with which the school must comply. Data will be collected starting with the first student

application and continuing throughout the ensuing school year for an ongoing collection and reporting effort.

### *Staff Evaluation*

The Board evaluates the Principal/Superintendent who in turn evaluates and supervises the rest of the School's staff.

As part of the evaluation procedure, the Board specifies clearly defined criteria for performance review. These criteria include

- 1) commitment to the LISA Academy - Fayetteville mission and goals,
- 2) high level of professionalism,
- 3) high level of accomplishment, and
- 4) effective participation in the LISA Academy - Fayetteville team.

The Board also specifies tools to be used in the evaluation process. Such tools may include written evaluations based on classroom observations and comparisons of the students' performance on major assessments specified by the LISA Academy - Fayetteville curriculum in each grade. Special contributions by the LISA Academy - Fayetteville staff to the School's program will also be an element in the performance review.

LISA Academy - Fayetteville will provide the staff with professional improvement opportunities that include participation in professional development programs and attendance at professional conferences, when appropriate. LISA will also foster collegial interactions among the staff members to ensure that the staff works effectively as a team.



### **STANDART 5 OF APPLICATION: EDUCATIONAL NEED**

A recent report prepared for Members of Congress by the Congressional Research Service highlights a growing concern that the United States is not preparing a sufficient number of students, teachers, and practitioners in the areas of science, technology, engineering, and mathematics (STEM). A large majority of secondary school students fail to reach proficiency in math and science, and many are taught by teachers lacking adequate subject matter knowledge.

There are a limited number of schools in Northwest Arkansas area that offer a comprehensive college preparatory program emphasizing mathematics, science, and technology. LISA Academy-Fayetteville will strive to play a role in satisfying this need. University of Arkansas and other local institutions of higher learning currently offer programs in mathematics, science, and technology. LISA Academy - Fayetteville will offer programs to develop the necessary skills for its students to enroll in Science and Engineering departments in local and national universities; to compete in the increasingly demanding workplace of science and technology; and to contribute to the long-term economic development of the region.

LISA Academy-Fayetteville will address this critical need of having a college preparation charter school focusing on Math, Science, and Technology. LISA Academy - Fayetteville will provide exemplary education to underserved population. LISA Academy - Fayetteville's rigorous academic program will present a choice as an alternative path for students and families of local public schools.

According to national statistics, minorities and women are still underrepresented (about 10%) in the high-tech and science careers. LISA Academy - Fayetteville will focus its efforts on becoming a vehicle for underrepresented communities and women to select and succeed in rigorous programs of studies and careers in Math, Science and Engineering fields.

One of the priorities in schools today is the safety of students. Parents are looking for a small campus where they can leave their children in a safe and nurturing environment. While the proposed communities at large are suffering in both the short and long run from the violence and instability that may occur in and around large schools, LISA Academy - Fayetteville is committed to standing against any and all threats by forming a safe campus environment through ongoing monitoring and supplemental supervision for the students. As a small sized campus, LISA Academy - Fayetteville will have the secure and conducive learning environment that parents hope to find.

There is a need for strong parent/teacher/student relationships. We strongly believe that establishing a positive relationship with students' families is an important tool in school reform. Faculty and administrators of LISA Academy-Fayetteville will conduct periodic home visit for all students. Home visits help establish rapport between parents and teachers. During home visits, teachers discuss student progress, school programs and planning; and parents provide invaluable feedback and input; thus students improve both academically and socially. Home visits will be an integral part of our educational program and we believe that home visits will contribute greatly to our students' success.

There is a serious need for instilling moral values in students at our schools. The school plans to implement a campus-wide Character Education Program that will help our students build unshakable character and the personal and professional skills needed for future leadership. Students at LISA Academy - Fayetteville will be encouraged to take responsibility for their actions, seek role models and develop into good citizens with high ethical and moral values. Parents will be regularly informed about the Character Education Program to ensure that they will also be involved in our effort in inspiring good behavior in our future leaders. Students will also meet and interact with professionals during Career Days and develop an early inclination toward success for their future aspirations.

Integration of technology into various curricula has been an ambitious goal in schools. LISA Academy - Fayetteville will serve as a unique school in the region where technology is widely and scientifically used as a student-oriented learning tool.

Students in our schools will benefit from being taught the significance of giving back to community. Parents and students will actively be involved in the community service program at LISA Academy - Fayetteville and reach out to the community as the community in turn adopts ideas and contributes to the school. The demand for professionals with a strong math, science and technology background outpaces many other non-technical careers. Attracting young people to attend high schools, and giving them the motivation to pursue their academic goals in a college by preparing them for higher education is one of the aims of LISA Academy - Fayetteville.

Local Public Schools' vision is to become an internationally competitive urban school system that produces well-rounded, high-achieving students. However, most middle and high school students are not aware of the opportunities to compete in global math and science competitions (i.e., science and math Olympiads). LISA Academy - Fayetteville will raise students' awareness and begin the process of guiding them toward developing skills and the desire to compete at the highest level.

Students in middle and high school will be introduced to research methods. LISA Academy - Fayetteville students will be asked to complete a science project every year. This research effort will be an enrichment activity, a family experience, an early start to academic work, an opportunity to develop a portfolio, a reference for the best colleges, and a way to establish connections with universities. Students will have the opportunity to work on advanced projects under the supervision of college professors and students. Students in our schools need and can greatly benefit from this type of exposure.

The Character Education and Teen Leadership programs will meet the need for instilling ethical and moral values in our children and will develop leadership skills in our youth. LISA Academy - Fayetteville plans to implement a campus-wide Teen Leadership Program that will help our students build great character, exemplary personalities, and skills for future leadership.

The Career Education Program will address the needs of middle and high school students by helping them learn more about themselves, the corporate world, and various professions in order for students to make the perfect match. In the Career and Technology, students will be guided to follow different tracks such as business, health, technology, trade, etc.

**STANDART 7 OF APPLICATION: ACADEMIC ACHIEVEMENT GOALS**

Goals addressing reading comprehension and mathematics reasoning are added to proposal as following.

Student proficiency and achievement in reading comprehension will improve	The Developmental Reading Assessment (DRA), Iowa Test, School assessments, Arkansas Benchmark Exam,
Student proficiency and achievement in Mathematics Reasoning will improve	Arkansas Benchmark, School assessments, Monthly School wide Mock Tests school, Performance on daily practice activities
Student will use logical thinking to make sense of mathematical ideas	Arkansas Benchmark, School assessments, Monthly School wide Mock Tests school, Performance on daily practice activities
Student will use patterns and relationships to analyze mathematical situations	Arkansas Benchmark, School assessments, Monthly School wide Mock Tests school, Performance on daily practice activities
Student will use models, known facts, properties, and relationships to extend their thinking	Arkansas Benchmark, School assessments, Monthly School wide Mock Tests school, Performance on daily practice activities

**STANDART 8 OF APPLICATION: CURRICULUM DEVELOPMENT AND ALIGNMENT**

Goals, objectives, and content in all subject areas and grade levels under the Arkansas Curriculum Frameworks established by ADE will be followed. The school embraces all the state's goals and objectives related to curriculum.

Student demonstration of the standards and learning expectations within the Arkansas Curriculum Frameworks are included the curricular program of the school.

Because the school curriculum is already aligned with the Arkansas Curriculum Frameworks, there is no need for timeline to re-align. However, the school will maintain and update its curriculum to comply with all changes in Arkansas Curriculum Frameworks and state assessments according to Framework Revision Cycle.

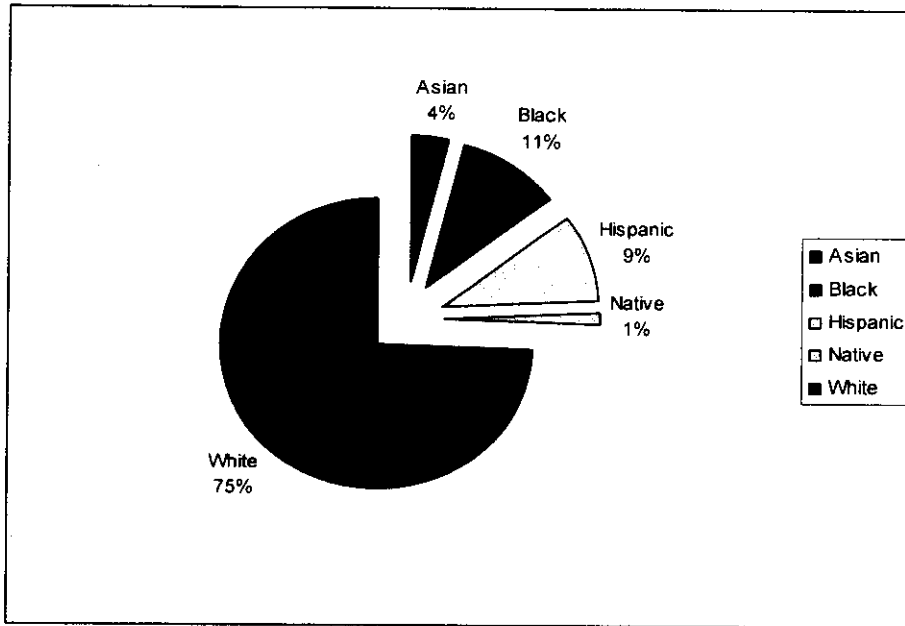
**STANDART 9 OF APPLICATION: GEOGRAPHICAL SERVICE AREA**

LISA Academy – Fayetteville is planning to serve to three geographical service area ( Johnson, Springdale and Fayetteville) and two school districts zones (Fayetteville School District and Springdale School District). The following tables and charts may give you an idea about the demographics subgroups of the cities and school districts that LISA Academy – Fayetteville will serve.

***Fayetteville:***

The city where the proposed LISA Academy will reside is Fayetteville. The 2006 population estimate for Fayetteville is 68,726.

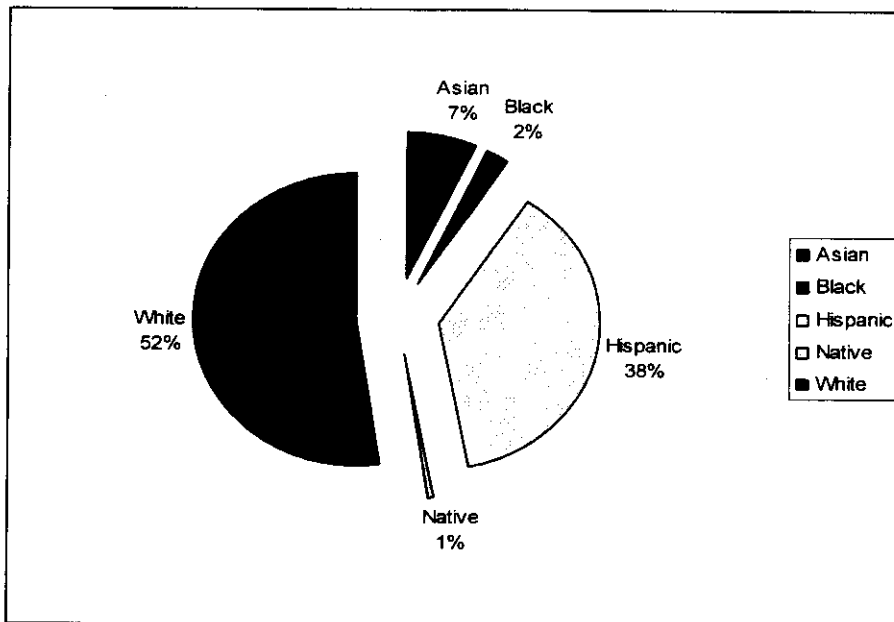
District_Name	Asian	Black	Hispanic	Native	White	Total
<b>Fayetteville School District</b>	333	924	803	116	6320	9334



***Springdale:***

The 2006 population estimate for Springdale is 63,082.

District_Name	Asian	Black	Hispanic	Native	White	Total
<b>Springdale School District</b>	1158	331	6258	93	8636	25500



***Johnson:***

Johnson is a small town of 4000 located in Northwest Arkansas, Washington County. It is boarded on the south by Fayetteville, Arkansas and on the north by Springdale, Arkansas. Johnson has no public or private schools and Johnson's students in south Johnson go to Fayetteville schools and students in north Johnson go to Springdale.

Below is a table with planned student enrolment numbers for LISA Academy - Fayetteville. These are the expected number of students to transfer to the charter school from school districts of Fayetteville and Springdale.

<b>Years</b>	<b>Student Addition</b>	<b>Grades</b>	<b>Total</b>
One	150 students for grades K - 5 and 150 students for grades 6 - 8	K - 5,6,7,8	300
Two	Additional 50 students	K-5, 6, 7, 8 , 9	350
Three	Additional 50 students	K-5, 6, 7, 8 , 9,10	400
Four	Additional 50 students	K-5, 6, 7, 8 , 9,11	450
Five	Additional 50 students	K-5, 6, 7, 8 , 9,12	500

### **STANDART 12 OF APPLICATION: STAFFING PLAN**

Members of Board will carry out its statutory responsibilities associated with operating the charter school in an efficient and ethical manner and in compliance with local and other applicable state and federal laws. The Board will have the authority for policy and operational decisions of the proposed school. In the meantime, the Board does not intend to manage daily school activities. It is the school principal/director's primary responsibility to run day-to-day school operation.

The following table shows key decisions and the decision making authority;

Hiring and evaluating school the principal/Superintendent	The Board
Hiring and evaluating teacher performance	The Superintendent\principal
Setting the budget and managing the school's expenses and revenues against the approved budget	The Board along with superintendent/ principal prepares the budget. Business manager will also play active roles in managing the school's expenses and revenue against the approved budget.
Defining key school policies including code of conduct, enrollment procedures, and grievance process	The Board
Setting goals and objectives	The Board
Establish and maintain all policies governing the operation of the charter school	The Board
Handle complaints submitted to the board	The Board

The Board will be in compliance with the *No Child Left Behind Act* and will seek to hire teachers who are highly qualified in core academic subject areas. Teachers who are employed at the school shall have a minimum of bachelor's degree and will demonstrate competency in the area of assignment. The Special Education and BE/ELL teacher will be certified or licensed in the area of assignment.



***Roles and Responsibilities of the Board:*** The Board members will carry out its statutory responsibilities associated with operating the charter school in an efficient and ethical manner and in compliance with local and other applicable state and federal laws. The Board shall always consist of no fewer than five (5) voting members. The officers of the Board shall be a president, two vice presidents, a secretary, and a treasurer. The Board members may create additional officer positions, define the authority and duties of each such position, and elect or appoint persons to fill the positions. Any two or more offices may be held by the same person, except the offices of president and secretary. The officers of the Board and their role and responsibilities of each of those positions are detailed below:

***President:*** The president shall be the chief executive officer of the board and to ensure that the mission of the school is being fulfilled at all times. The president shall supervise and control all of the business and affairs of the school. The president shall preside at all meetings of the members and of the board. The president may execute any deeds, mortgages, bonds, contracts, or other instruments that the board members have authorized to be executed. However, the president may not execute instruments on behalf of the school if this power is expressly delegated to another officer or agent of the school by the Board members, the bylaws, or statute. The president shall perform other duties prescribed by the Board members and all duties incident to the office of president.

***Vice President:*** The role of Vice President is to serve as chief executive officer when the president is absent or unable to act, or refuses to act, a vice president shall perform the duties of the president. When a vice president acts in place of the president, the vice president shall have all the powers of and be subject to all the restrictions upon the president. If there is more than one vice president, the vice presidents shall act in place of the president in the order of the votes received when elected. A vice president shall perform other duties as assigned by the president or Board of directors.

***Secretary:*** The role of the Secretary is to administrate documentation and communication of Board activities. The Secretary shall:

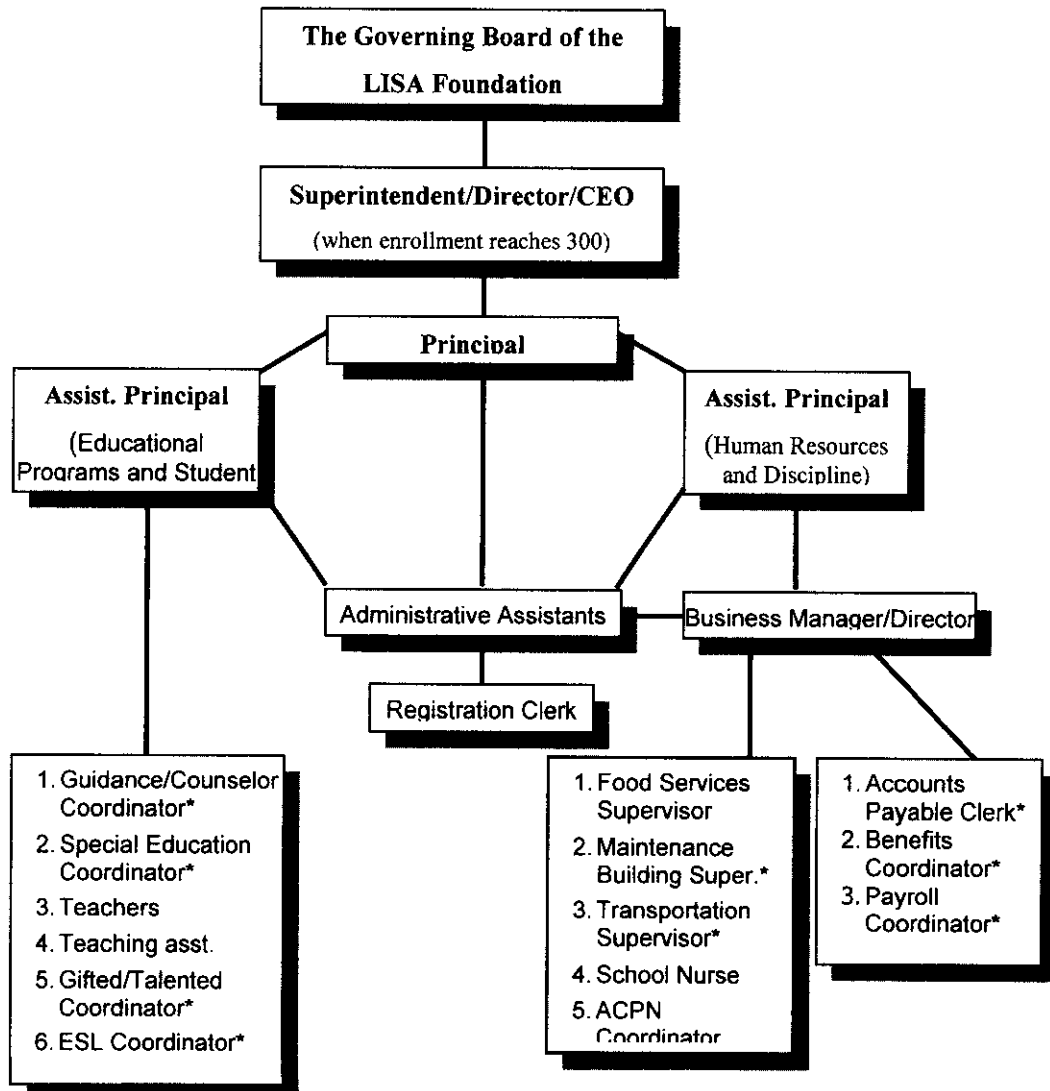
- Give all notices as provided in the bylaws or as required by law;
- Take minutes of the meetings of the members and the Board of directors and keep the minutes as part of the corporate records.;
- Maintain custody of the corporate records and of the seal of the School;
- Prepare any correspondence the Board deems necessary;
- Maintain a calendar of all scheduled board meetings; and

- Perform duties as assigned by the president or by the Board.

**Treasurer:** The role of the Treasurer is to oversee the financial processes of the foundation and the proposed school to ensure that: 1) the corporation is fiscally stable; and 2) all transactions are documented in accordance with GAAP principles. The treasurer shall:

- Have charge and custody of and be responsible for all funds and securities of the School;
- Oversee the implementation and management of school budget;
- Maintain the financial books and record of the School;
- Prepare financial reports;
- Perform other duties as assigned by the president or by the Board members.
- Review the school's annual budget periodically;
- Oversee the preparation of monthly accounting statements to the Board.

### ADMINISTRATIVE POSITION CHART



**\*Please Note:** The chart above is designed to show administrative functions rather than individual positions. In other words, multiple tasks can be performed by the same person if need arises (i.e. a payroll coordinator can be account payable clerk and benefit coordinator). Additional positions may be created as needed.

### **STANDART 13 OF APPLICATION: BUSINESS AND BUDGETING PLAN**

On page 38, we mentioned that :

*To raise the start-up funding several grant applications will be made and the preparations of these grants are already in progress. The Governing Board members will make personal donations to fund the start-up of the school and will try to collect funds from potential donors.*

The grants that the LISA Foundation is planning to apply are:

Walton Family Charter Grant  
Local Stores Grants  
Dell Foundation Grant

None of these grant money are included in our estimated budget. So if we are granted it will be an additional fund for a start-up. Otherwise it will not affect our budget.

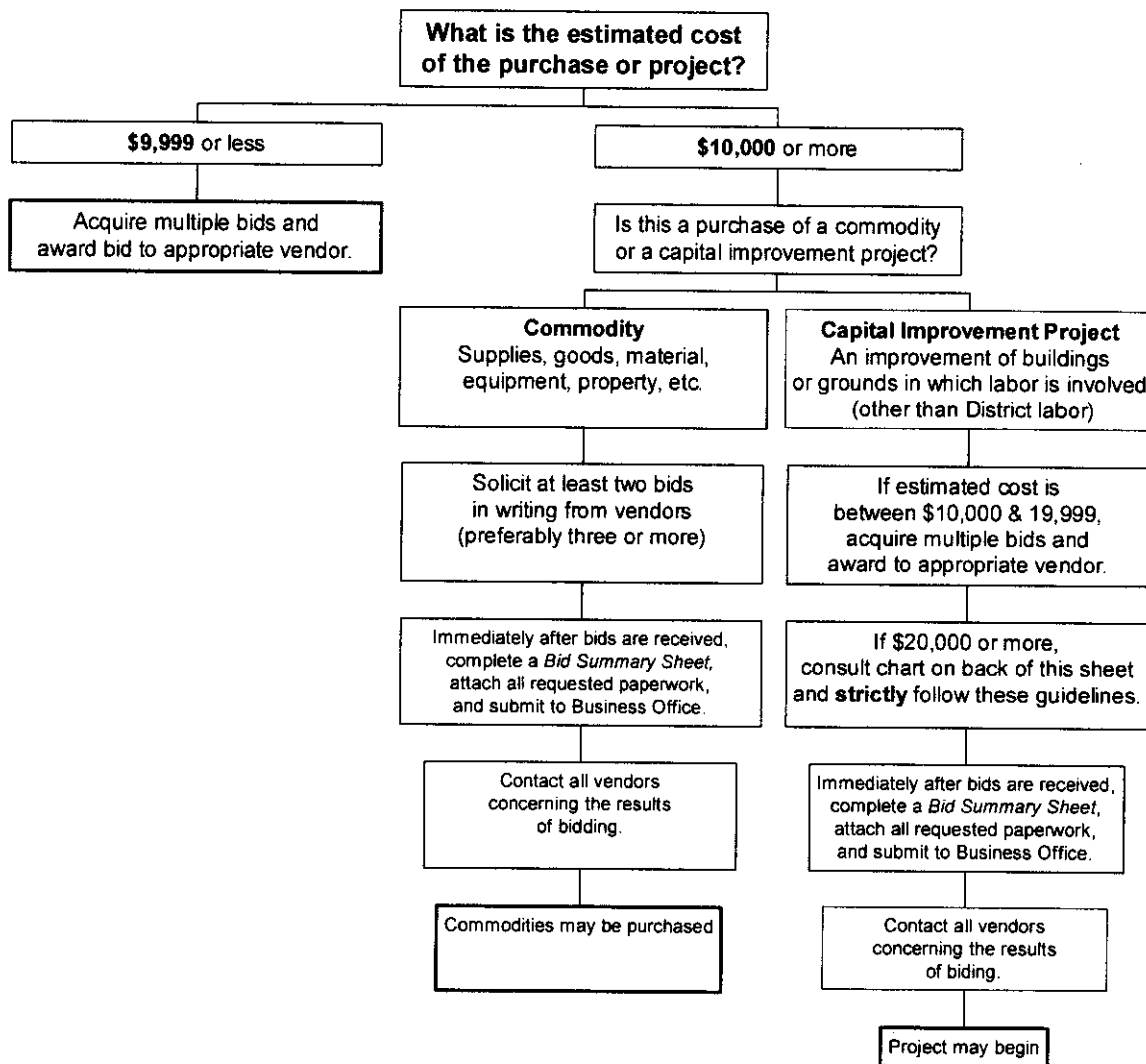
The only grant included to our budget is the federal start-up money. LISA Foundation is currently operating two charter schools one in Little Rock and one in North Little Rock. For both schools we had no problem to get the federal startup money and we hope we will be granted for the federal start-up money easily for LISA Academy – Fayetteville.

Special Education Money, NSLA , Title I, II , Lunch Reimbursements are the regular funds based on the student count on free and reduced lunch or special ed. students. So LISA Academy – Fayetteville will receive the funding for these services for sure.

The amount of salaries and benefits for substitutes are updated in the budget. The total expenditure increased to \$ 2,086,470 from \$ 2,064,442.. I attached the updated budget.

The bidding process is reviewed and updated with the flow chart provided by Bill Goff, ADE Assistant Commissioner for Finance and Administration.

## Bidding Procedures Flowchart



If a capital improvement project's estimated cost is:

### **\$20,000 – \$24,999:**

- The project must be advertised in a newspaper of general circulation in Washington County or in a trade journal reaching the construction industry at least one time. Bids are to be received in a sealed envelope and must remain sealed until the date and time given as the deadline for the receipt of bids. Bids cannot be awarded until seven days after the first time the project was advertised in the newspaper. (ex: The ad is run on Monday, the 1<sup>st</sup>, and bids are opened and awarded on Monday, the 8<sup>th</sup>.) (A.C.A. § 22-9-203)
- A 5% bid bond or certified check in the amount of 5% of the bid shall accompany all submitted bids. (A.C.A. § 22-9-203)

- Successful bidder shall provide a performance bond for 100% of contracted amount. (A.C.A. § 22-9-203)
- Contractors must hold a valid Arkansas State Contractor's License. (A.C.A. § 17-22-101)

**\$25,000 – \$49,999:**

- All of the above.
- An Arkansas licensed engineer must design all aspects of the project that involve engineering. (A.C.A. § 22-9-101)

**\$50,000 – \$74,999:**

- All of the above with the exception that bids must be advertised two times (1 time per week) and bids cannot be awarded until fourteen days after the first time the project was advertised in the newspaper. (ex: The ad is run on Monday, the 1<sup>st</sup>, again on Monday, the 8<sup>th</sup>, and bids are opened and awarded on Monday, the 15<sup>th</sup>.) (A.C.A. § 22-9-203)

**\$75,000 – \$99,999:**

- All of the above.
- The bid documents shall contain statements that encourage the participation of small, minority, and women business enterprises. (A.C.A. § 22-9-203)

**\$100,000 +:**

- All of the above.
- An Arkansas licensed architect must design the project. (A.C.A. § 17-14-302)

**STANDART 16 OF APPLICATION: FACILITIES**

Proposed Lease agreement is attached.

The Lessor is an investor that owns several vacant lots in Fayetteville. He committed to build the facility as LISA Academy – Fayetteville needs

**STANDART 18 OF APPLICATION: STUDENT SERVICES**

LISA Academy - Fayetteville will have an agreement with a private company to provide **Breakfast, Lunch, and Afterschool Snack** services that will be in compliance with all federal, state, and local health requirements. Nutritious, tasty, affordable school lunches and breakfast will be available all students. LISA Academy - Fayetteville will be such an environment that make available only healthy food choices, provide adequate time for

their selection and enjoyment and promote their consumption through pleasant surroundings and positive adult role modeling. Each student will receive an application for free and reduced price meals before school starts. LISA Academy - Fayetteville intends to participate in federal nutrition programs such as the National School Lunch Program, the School Breakfast Program.

LISA Academy – Fayetteville budgeted \$60,000 for food service. Revenue is \$60,000 which is the total money collected from paid students and the reimbursement by child nutrition division for free and reduced lunch students. LISA Academy has an experience for the last 4 years that revenue for lunch was more or very close to expenditure for lunch. So the number of students participating lunch or breakfast program will not make any change in our budget estimates. Revenues and expenditures will always balance each others.

#### **STANDART 21 OF APPLICATION: DESEGREGATION ASSURANCES**

The LISA Academy - Fayetteville will serve grades from K through twelve grades having maximum 500 students. The potential students enrolling LISA Academy - Fayetteville will come from all Fayetteville and Springdale area. As an open-enrollment charter school, LISA Academy - Fayetteville expects to draw majority of its students from throughout Fayetteville and Springdale and few from the surrounding cities as Rogers and Johnson. All mentioned school districts have large amount of student populations. Therefore, drawing 500 students from three big school districts will not have any significant impact on their student demographics. In addition, LISA Academy - Fayetteville will be in compliance with court orders and statutory obligation regarding desegregated public school policy and maintain a unitary system of desegregated public school. Furthermore, LISA Academy - Fayetteville will meet all other obligations in hiring faculty and staff, maintain diversity in other areas of the desegregation order. LISA Academy - Fayetteville is also committed to abide all other federal and state civil rights laws.

**LISA ACADEMY - FAYETTEVILLE**  
**PROPOSED BUDGET**  
**Fiscal Year 2009-2010**

<b>Line</b>	<b>No.</b>	<b>Revenues</b>	<b>Amount</b>	<b>Total</b>
1		<b>Estimated State Charter School Aid:</b>		
2		No. of Students(300) x \$5789 State Funding		
		No. of Students(300) x \$36 Enhancement Funding		
3		Total State Charter School Aid	1,747,500	<u>1,747,500</u>
4				
5		<b>Other Sources of Revenues:</b>		
6		Contributions		
7		Grants ( Federal Start up Grant )	300,000	
9		Other	180,000	
		Federal Titles 35,000 - Lunch Reimbuirstment 60,000 - NSLA 45,000 - Special education Grant 40,000		
10		<b>Total Other Sources of Revenues</b>	480,000	<u>480,000</u>
11				
12		<b>TOTAL REVENUES</b>		<u><b>2,227,500</b></u>
13				
14		<b>Expenditures</b>	<b>Amount</b>	<b>Total</b>
15				
16		<b>Administration:</b>		
17		Salaries: (No. of Positions_4__)	<u>182,000</u>	
18		Fringe Benefits	<u>39,534</u>	
19		Purchased Services	<u>6,000</u>	
20		Supplies and Materials	<u>6,350</u>	
21		Equipment	<u>12,000</u>	
22		Other (Technology Start-Up Costs)	<u>45,000</u>	<u>290,884</u>
23				
24		<b>Regular Classroom Instruction:</b>		
25		Salaries: (No. of Positions_16_)	<u>512,000</u>	
26		Fringe Benefits	<u>110,979</u>	
27		Purchased Services ( Staff Dev )	<u>32,000</u>	
28		Supplies and Materials( Textbooks, Software )	<u>125,000</u>	
29		Equipment ( Tech. Equipment - Furniture )	<u>140,000</u>	
30		Other		<u>919,979</u>
31				
32		<b>Special Education:</b>		
33		Salaries: (No. of Positions_1_)	<u>45,000</u>	
34		Fringe Benefits	<u>9,874</u>	
35		Purchased Services	<u>0</u>	
36		Supplies and Materials( Books, Software )	<u>7,500</u>	
37		Equipment ( Tech. Equipment - Furniture )	<u>5,250</u>	
38		Other		<u>67,624</u>

( Budget Continued )

39			
40	<b>Gifted and Talented Program:</b>		
41	Salaries: (No. of Positions___)	_____	
42	Fringe Benefits	_____	
43	Purchased Services	_____	
44	Supplies and Materials	_____	
45	Equipment	_____	
46	Other	_____	<u>0</u>
47			
48	<b>Alternative Education Program:</b>		
49	Salaries: (No. of Positions___)	_____	
50	Fringe Benefits	_____	
51	Purchased Services	_____	
52	Supplies and Materials	_____	
53	Equipment	_____	
54	Other	_____	<u>0</u>
55			
56	<b>Guidance Services:</b>		
57	Salaries: (No. of Positions_1_)	37,000	
58	Fringe Benefits	<u>8,142</u>	
59	Purchased Services	<u>3,000</u>	
60	Supplies and Materials	<u>1,000</u>	
61	Equipment	<u>500</u>	
62	Other	_____	<u>49,642</u>
63			
64	<b>Health Services:</b>		
65	Salaries: (No. of Positions_1_)	<u>37,000</u>	
66	Fringe Benefits	<u>7,385</u>	
67	Purchased Services		
68	Supplies and Materials( Books, Software )	<u>8,000</u>	
69	Equipment ( Tech. Equipment - Furniture )	<u>5,000</u>	
70	Other	_____	<u>57,385</u>
71			
72	<b>Media Services:</b>		
73	Salaries: (No. of Positions_1_)	<u>31,000</u>	
74	Fringe Benefits	<u>6,843</u>	
75	Purchased Services		
76	Supplies and Materials( Books, Software )	<u>15,000</u>	
77	Equipment ( Tech. Equipment - Furniture )	<u>5,000</u>	
78	Other	_____	<u>57,843</u>
79			
80	<b>Fiscal Services:</b>		
81	Salaries: (No. of Positions_1_)	30,000	
82	Fringe Benefits	<u>6,626</u>	
83	Purchased Services	2,000	
84	Supplies and Materials	1,000	
85	Equipment	_____	



( Budget Continued )

86	Other		39,626
87			
88	<b>Maintenance and Operation:</b>		
89	Salaries: (No. of Positions____)		
90	Fringe Benefits		
91	Purchased Services	<u>32,000</u>	
92	(Include Utilities)		
93	Supplies and Materials	<u>15,000</u>	
94	Equipment	<u>5,000</u>	
95	Other		<u>52,000</u>
96			
97	<b>Pupil Transportation:</b>		
98	Salaries: Number of Positions _____		
99	Fringe Benefits		
100	Purchased Services		
101	Supplies and Materials		
102	Equipment		
103	Other		0
104			
105	<b>Food Services:</b>		
106	Salaries: (No. of Positions____)		
107	Fringe Benefits		
108	Purchased Services	60,000	
109	Supplies and Materials	3,500	
110	Equipment	1,500	
111	Other		<u>65,000</u>
112			
113	<b>Data Processing:</b>		
114	Salaries: (No. of Positions____)	<u>20,000</u>	
115	Fringe Benefits	<u>4,461</u>	
116	Purchased Services		
117	Supplies and Materials	<u>2,000</u>	
118	Equipment	<u>3,000</u>	
119	Other		<u>29,461</u>
120			
121	<b>Substitute Personnel:</b>		
122	Salaries: (No. of Positions_1____)	18,000	
123	Fringe Benefits	<u>4,028</u>	
124			<u>22,028</u>
125	Debt Expenditures		
126	Other Expenditures		
127	Building Lease	<u>420,000</u>	<u>420,000</u>
128	Insurances	<u>15,000</u>	<u>15,000</u>
129			
130	<b>TOTAL EXPENDITURES</b>		<u><b>2,086,470</b></u>

## LEASE AGREEMENT

This Agreement, made this 30<sup>th</sup> day of August, between Hosseyn Kouchehbagh, whose address is 2325 N. College Avenue, Fayetteville, AR, 72703 (the Lessor) and , Little Scholars of Arkansas Foundation whose address is 21 Corporate Hill Drv , Little Rock, Ar, 72205, (the Lessee) Witnesseth:

1. Leased Premises. For and in consideration of the rents, covenants and agreements herein entered into and agreed upon by the Lessee as obligations to the Lessor, the Lessor lets, leases and demises until Lessee, subject to the terms and conditions contained herein, the following described property situated in Washington County, Arkansas:

See Attached Legal Description

To have and to hold the premises unto the Lessee for and during the term herein stated, subject to the covenants, terms, conditions and liens herein contained.

2. Term. This lease shall commence on August 1, 2009, and shall extend for a term of 5 years, ending at midnight on July 31, 2014.

3. Rent. Lessee agrees to pay to Lessor as rental for the full term of this lease the sum of Two Million Fifty thousand dollars, payable in sixty equal monthly installments of \$ 35,000 each, to be paid in advance on the first day of July 2009, and on the first day of each and every month thereafter during the term of this lease.

4. Signs. Lessee shall not erect or install any exterior signs or advertising of any kind without the written consent of Lessor having first been obtained. Lessee agrees not to utilize any form of advertising that may or shall be deemed objectionable to Lessor or to the general public, including but not limited to loudspeakers, phonograph or related electronic equipment, radios, or similar devices which will be operated in such a manner as to project sound outside of the leased premises.

5. Lessor's Repairs. Lessor shall maintain the exterior walls, doors and roof of the structure[s] upon the leased premises in a reasonable state of repair [and shall make such repairs to the surface of the parking area] as may be required to keep and maintain the same in a good and tenantable condition. If Lessee is deprived of the use of more than 25 percent of the leased premises during the making of any such repairs by the Lessor, the rent shall be abated or proportionately reduced according to the extent to which Lessee is deprived of such use.

6. Lessee's Repairs. Lessee shall keep the interior of the building, including interior walls and doors, wiring, plumbing, and window and door glass, in good repair, and shall maintain the heating and air conditioning equipment, all at Lessee's expense. Lessee agrees to satisfy promptly any lien or valid claim asserted against the leased premises for work done or materials furnished. Lessee shall, at the termination, surrender or forfeiture of this lease, return the premises with the interior, including all of the above items, in as good and satisfactory condition as the same was at the beginning of the lease, normal wear and tear excepted.

7. Taxes. [Lessor] [~~Lessee~~] shall pay any and all ad valorem taxes and special improvement district taxes levied and assessed against the premises and the improvements located thereon during the term of this lease. Such taxes and assessments shall be pro-rated for any fractional calendar year.

8. Use. Lessee agrees to use the leased premises for the purpose of operating charter school and for no other purpose or purposes without the written consent of Lessor and the Arkansas State Board of Education having been obtained in advance.

9. Payment of Rent and Notices. The rent payable hereunder shall be paid to Lessor at 2325 N. College Fayetteville, AR. Any notice provided for herein shall be given by certified mail with postage prepaid, addressed, if to Lessor, at the address to which the rent is then paid, and if to Lessee, at 6709 Wilkerson Fayetteville, AR. The person and the place to which notices are to be mailed may be changed by either party by notice to the other party.

10. Assignment. Lessee shall not assign this lease or sublet the leased premises without prior written consent of the Lessor and the Arkansas State Board of Education. Any such assignment or subletting shall in no way relieve Lessee from liability for the obligation imposed by this lease. Lessee may only be released from liability by a specific written release executed by Lessor.

11. Lessee's Default. If Lessee shall be in default as to the payment of rent for a period of [thirty (30) days], or as to any other covenant herein provided for more than [thirty (30) days] after receipt of notice from Lessor specifying such default, or if any petition be filed in bankruptcy, including petitions for arrangements and reorganizations, by or against Lessee and such petition be not dismissed within [thirty (30) days] after its filing, or if a receiver or trustee be appointed for Lessee by reason of Lessee's insolvency or inability to pay its creditors, Lessor shall have the right, without limitation upon any other rights which may be given Lessor by law or by any other provision of this lease agreement, to re-enter the leased premises and relet the same as agent for Lessee upon the best terms and conditions reasonably obtainable, and Lessee shall be liable to the Lessor for the difference, if any, between the rent so obtained and the minimum rent stipulated to be paid in this lease. Lessee agrees that in such event [he, it] will vacate the leased premises without further notice, and if it becomes necessary to bring any legal action to recover possession, Lessee agrees to pay a reasonable fee for the attorney of Lessor in such action.

12. Non-Waiver. It is agreed that the failure of Lessor to invoke any of the available remedies under this lease or under law in the vent of one or more breaches or defaults by Lessee under the lease shall not be construed as a waiver of such provisions and conditions and shall not prevent Lessor from invoking such remedies in the event of any future breach or default.

13. Holdover. Lessee hereby agrees that upon the termination of this lease by expiration or by earlier termination for any reason whatsoever, Lessee will peaceably deliver possession of the leased premises to Lessor. In the event Lessee shall be permitted by Lessor to hold over after the expiration or termination of this lease, or any extension thereof, such holding over (in the absence of any written agreement to the contrary) shall be construed as a tenancy from calendar month to calendar month at a monthly rental equal to the rental for the last month paid under this lease. A month-to-month tenancy arising by Lessee's holding over under this paragraph may be terminated by written notice from either party to the other party on or before

the day on which any monthly rent is due with termination not becoming effective until the day on which the next following monthly rental would have otherwise become due. In the event it should become necessary for Lessor to institute any action at law to recover possession at the time of termination, whenever and however termination may occur, Lessee agrees that it will pay all costs and expenses of such action, including reasonable attorneys' fees.

14. Casualty. If at any time the leased premises, [or the building which forms the principal component of the leased premises,] should be damaged by fire, or other major casualty not the fault of Lessee, and the cost of repairing the damage does not exceed twenty percent (20%) of the value of the improvements of the premises herein leased, [or the building which forms the principal component part of the leased premises,] then Lessor shall as soon as reasonably practicable repair the damage caused by fire or other casualty. If, however, the damage should exceed twenty percent (20%) of the value of the improvements of the premises herein leased, [or the building which forms the principal component part of the leased premises,] then Lessor shall have the option of either repairing the premises as set out above or terminating this lease as of the date of fire or other casualty by notice to Lessee within thirty (30) days after such date. If the damage should render the leased premises untenable for the use of the Lessee's business as set forth herein, the rental from the date of fire, or other major casualty not the fault of Lessee, to the date of the completion of the restoration of the premises shall be abated, such abatement being figured on a pro rata basis of the rentals, herein provided.

15. Condemnation. In the event all of the leased premises or such part thereof as renders the leased premises unsuitable for use in the activity or business of the Lessee, shall be acquired or taken by eminent domain for any public or quasipublic purpose, then the term of this lease shall cease and terminate as of the date of taking.

In the event that a partial taking does not render the leased premises unsuitable for use in the activity or business of the Lessee, this lease shall continue in full force and effect with a reduction in the rent proportionate to the amount of usefulness or necessity of the leased premises actually taken.

All damages awarded as a result of any taking, except such damages as are herein defined as Lessee's damages, shall be awarded to Lessor. Lessee shall be entitled to receive all damages which are compensation for damages to the leasehold estate and for removal of Lessee's business, fixtures, furniture and equipment. Lessee's right to damages shall be a right against the taking authority alone, and Lessee shall not be entitled to recover any damages from Lessor.

16. Insurance on Improvements. [Lessee] shall maintain, at [Lessee's] expense, fire, hazard and extended coverage insurance, [including plate glass insurance,] in the amount of the replacement value of any improvements erected upon the leased premises. A certificate of such insurance shall be delivered to [Lessor] prior to the inception of this lease. [Lessee] shall reimburse [Lessor] for the premiums paid for such insurance upon receipt of notice of the amount due, if [Lessor] is required to pay such premiums.

17. Insurance on Lessee's Property. Lessee shall be solely responsible for maintaining insurance on [his, its] property, including but not limited to movables, trade fixtures installed by Lessee, furniture, furnishings and inventory.

18. **Liability Insurance.** Lessee shall, during the term of this lease, maintain public liability insurance on the leased premises and on the business operated by the Lessee or any subtenant occupying the leased premises. The limits of such public liability insurance shall not be less than ~~\$1,000,000~~ per person, ~~\$4,000,000~~ per accident, and ~~\$500,000~~ for property damage. The policy representing such insurance shall name Lessor, [its successor, or his heirs] and assigns, and Lessee as insured. Such policy shall contain a clause that the insurer will not cancel or change the insurance without giving Lessor, [its successors, or his heirs] or assigns, ten (10) days' written notice, and a certificate of such insurance shall be delivered to Lessor prior to the inception of this lease.

19. **Common Areas.** Any parking area or other common areas which Lessor may provide shall be for the joint use of Lessor, Lessee, other tenants of Lessor, and the customers, invitees and employees of Lessor, Lessee, and other tenants of Lessor; Lessor hereby grants to Lessee the right, during the term of this lease, to use any parking area and other common areas which may be provided in common with others entitled to the use thereof. The use thereof shall be subject to such reasonable regulations or limitations as Lessor shall make or require from time to time.

20. **Compliance with Laws.** Lessor and Lessee agree not to violate any law, ordinance, rule or regulation of any governmental authority having jurisdiction of the leased premises and, if required solely by reason of Lessee's type of business, to make nonstructural repairs, improvements and alterations to the interior of the building on the leased premises and the common areas required by such authority.

21. **Trash.** All trash and refuse deposited outside the building must be placed in sufficient receptacles furnished by Lessee [approved by the Public Works Department].

22. **Title and Quiet Enjoyment.** Lessor covenants and warrants that it is the owner in fee simple absolute of the leased premises and may lease the premises as herein provided. Upon payment by Lessee of the rents herein provided and upon the observance and performance of all the covenants, terms and conditions upon Lessee's part to be observed and performed, Lessee shall peaceably and quietly hold and enjoy the demised premises for the term hereby demised without hindrance or interruption by Lessor or any other person or persons lawfully or equitably claiming by, through or under Lessor, subject to the terms and conditions of this lease.

23. **Succession.** This lease agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

24. **Waste.** Lessee agrees not to commit waste, nor permit waste to result or to be done to or upon the property and premises; not to conduct any business thereon or therein, nor store or permit to be stored thereon or therein any explosives, combustible substances or materials of any nature, which would increase the fire hazard or cause a premium to be charged for insurance higher than that charged for the present use of such property; and not to operate, nor permit to be operated, nor to exist thereon or therein, any public or private nuisance.

25. **Assets.** Lessor and Lessee agree that pursuant to Ark. Code Ann. § 6-23-506: Upon dissolution of the open-enrollment charter school or upon non-renewal of the charter, all net assets of the open-enrollment charter school purchased with public funds shall be deemed the

property of the State, unless otherwise specified in the charter of the open-enrollment charter school.

26. State Immunity. Lessor and Lessee agree that no indebtedness of any kind incurred or created by the open-enrollment charter school shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the open-enrollment charter school shall involve or be secured by the faith, credit or taxing power of the State or its political subdivisions.

Furthermore, Lessor and Lessee agree that the Lessee shall not use the moneys received from the State pursuant to Ark. Code Ann. §§ 6-23-101, 6-23-201, 6-23-301, 6-23-401 or 6-23-501 et seq., for any sectarian programs or activity or as collateral for any debt, including any debt incurred by Lessee to Lessor pursuant to the provisions of the Lease Agreement.

27. Use of State Funds. Lessor and Lessee agree that Lessee shall not pay for any improvements, upgrades, additions or repairs to the leased facility described herein except as a reasonable part of the agreed upon rent payment described in paragraph 3 and those agreed upon Lessee repairs agreed upon in paragraph 7 of this Agreement. Furthermore, to the extent that any portion of rent payment in paragraph 3 or Lessee repairs in paragraph 7 are to be paid from State funding, the Lessor and Lessee shall provide a detailed budget and expenditure report specifying exactly that portion of rent payment or repair cost concerning any improvements, upgrades, additions or repairs to the lease facility and the amount of State funds to be used to support those components of the rent or repair cost to the Lessee.

28. State Approval. Lessor and Lessee agree that to the extent this Lessee will use any State funds from the Arkansas Public School Fund to pay the obligations of this lease agreement, the Lessee is first required to submit a copy of a detailed lease agreement (along with attached budget and expenditure report) setting forth all terms required herein along with any other relevant information required by the Arkansas State Board of Education and obtain the express approval of the Arkansas State Board of Education; otherwise this Agreement shall be considered null and void. Furthermore, neither the Lessor nor the Lessee shall change the terms or conditions of this Agreement without first obtaining the express approval of the Arkansas State Board of Education. Any such change without the express approval of the Arkansas State Board of Education shall be considered null and void to the extent State funds are used as consideration to meet the obligations contained herein.

29. Health, Safety, Facility and Zoning Codes. The Lessor and Lessee agree that the above described lease facility and the location of the facility comply with and meet all health, safety, facility and proper zoning codes of the State of Arkansas or any political subdivisions of the State. Specifically, the Lessor agrees covenants and warrants that the above described lease facility meets all state and local laws, regulations and ordinances with regard to fire, safety and health code conditions and requirements and that the facility is properly located in an appropriate zoned area sufficiently removed from any adult novelty, liquor or gaming locations of business or transaction so as to comply with state or local laws, ordinances or regulations and thus be in compliance with Ark. Code Ann. § 6-23-401.

30. Severability. Each paragraph of this lease agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or

subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

31. Interpretation. This lease agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

32. Entire Agreement. This lease agreement contains the entire agreement of both parties hereto, and no other oral or written agreement shall be binding on the parties hereto. This lease agreement supersedes all prior agreements, contracts and understandings of any kind between the parties relating to the subject matter thereof. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

33. Notice. All notices, requests, demands and other communications required by or permitted hereunder shall be in writing and shall be deemed to have been duly given when received by the party to whom directed; provided, however, that notice shall be conclusively deemed given at the time of its deposit in the United States mail when sent by certified mail, postage prepaid, to the other party at the following addresses (or at such other addresses as shall be given in writing by either party to the other):

Lessee: LISA Academy - Fayetteville  
6709 Wilkerson St. Fayetteville [List Addresses]  
AR, 72704

Lessor:  
Hosseyh Kouchehbagh  
2325 N. College Ave.  
Fayetteville, AR, 72703

34. Release of Dower: The undersigned, wife of Lessor herein, does hereby release and relinquish unto Lessee, for the term hereof and any extension thereof, all rights of dower and homestead which she has in the leasehold estate conveyed hereby to Lessee.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this 30th day of Aug 2008

  
Lessor

V.M. ZAMANI  
[Wife of Lessor]

  
Lessee

[ACKNOWLEDGMENT]

# OPEN ENROLLMENT CHARTER SCHOOL

## LISA ACADEMY – LITTLE ROCK

License Documentation for LISA Academy – Fayetteville

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### COMPLIANCE WITH ARKANSAS CODE ANNOTATED 6-23-304 (b)(6)(A) REQUIREMENTS

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The approved open-enrollment public charter applicant has demonstrated success in student achievement gains, as defined by the State Board.

**Please see the attached Student Achievement Data on LISA Academy, Little Rock**

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### COMPLIANCE WITH ARKANSAS CODE ANNOTATED 6-23-304 (b)(6)(B)(i-iii) REQUIREMENTS

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Has the approved open-enrollment public charter applicant ever been subject to any disciplinary action by the State Board?	<b>No</b>
--	-----------

Has the approved open-enrollment public charter applicant ever been classified as in school improvement? <i>(Applicant is on Alert Status for the 2007-2008 School year for the Secondary Indicator of Student Attendance.)</i>	<b>No</b>
--	-----------

Has the approved open-enrollment public charter applicant ever been classified as in academic distress?	<b>No</b>
---	-----------

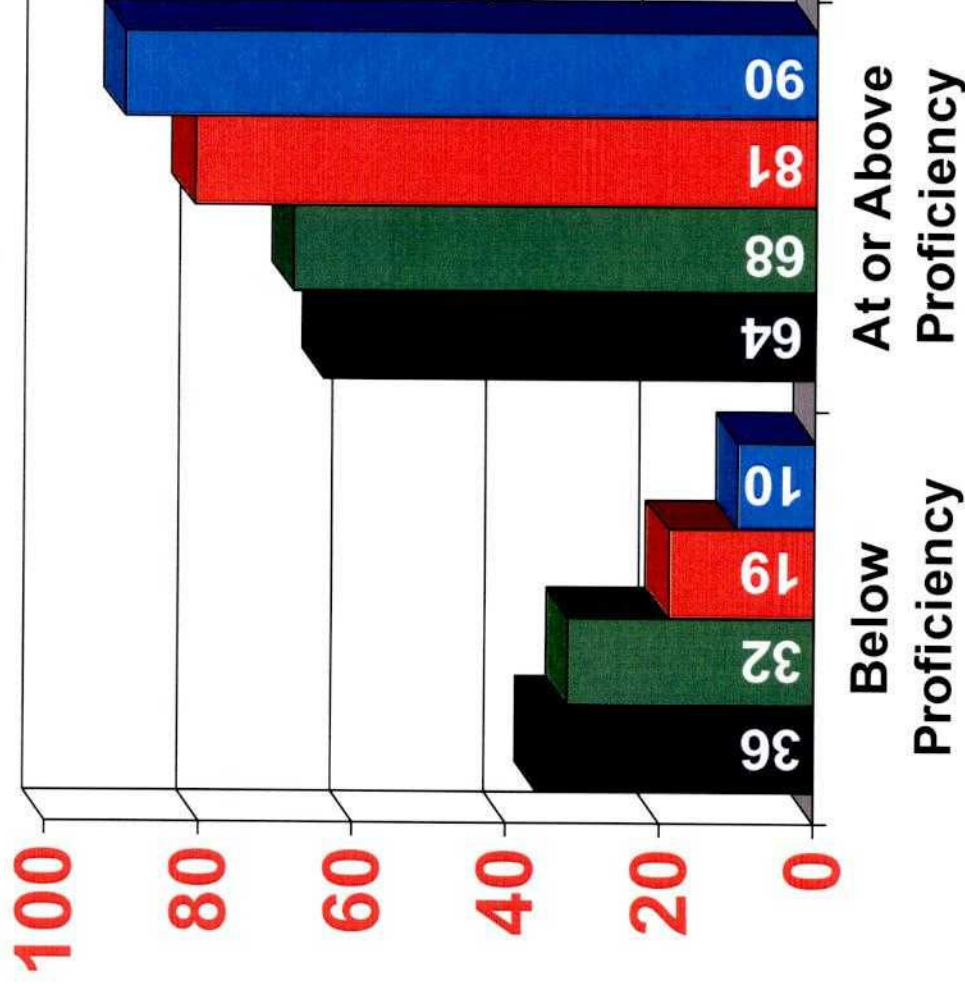
Has the approved open-enrollment public charter applicant ever been classified as in fiscal distress?	<b>No</b>
---	-----------

Had its open-enrollment public charter placed on probation, suspended or revoked?	<b>No</b>
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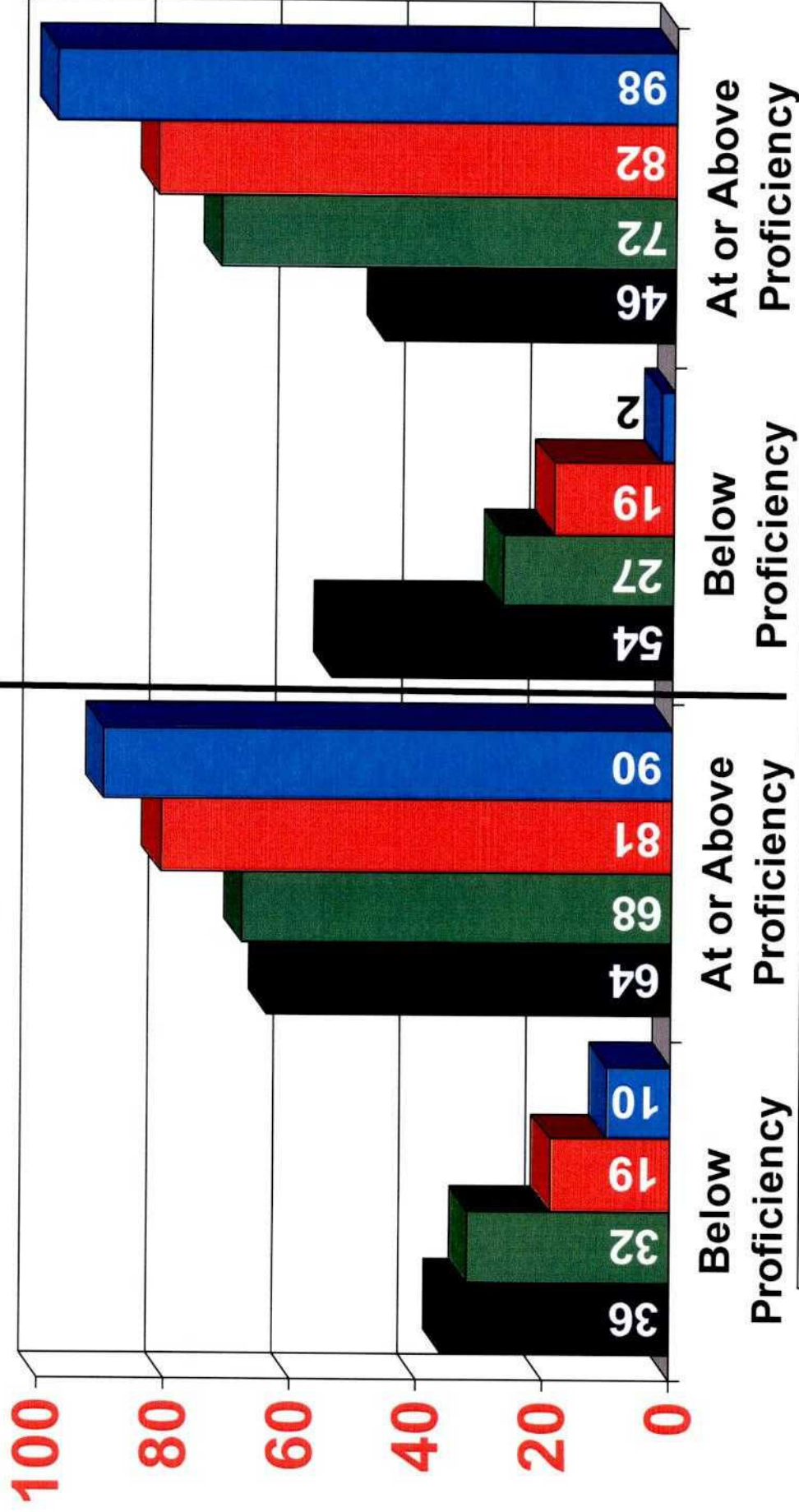


# Lisa Academy Benchmark (Grade 6)

## Literacy



## Mathematics



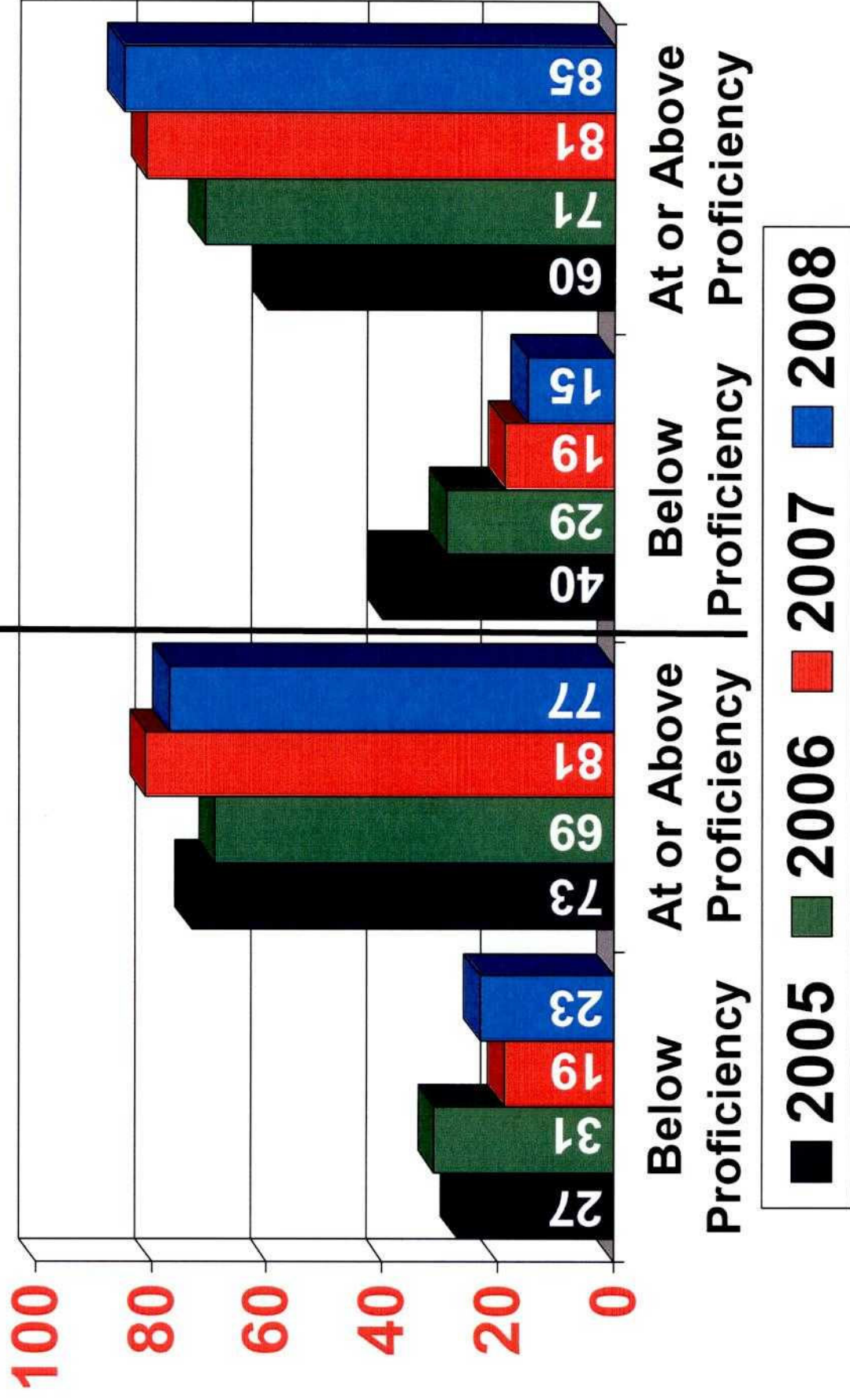
2005
  2006
  2007
  2008

Combined Population

# Lisa Academy Benchmark (Grade 7)

## Literacy

## Mathematics



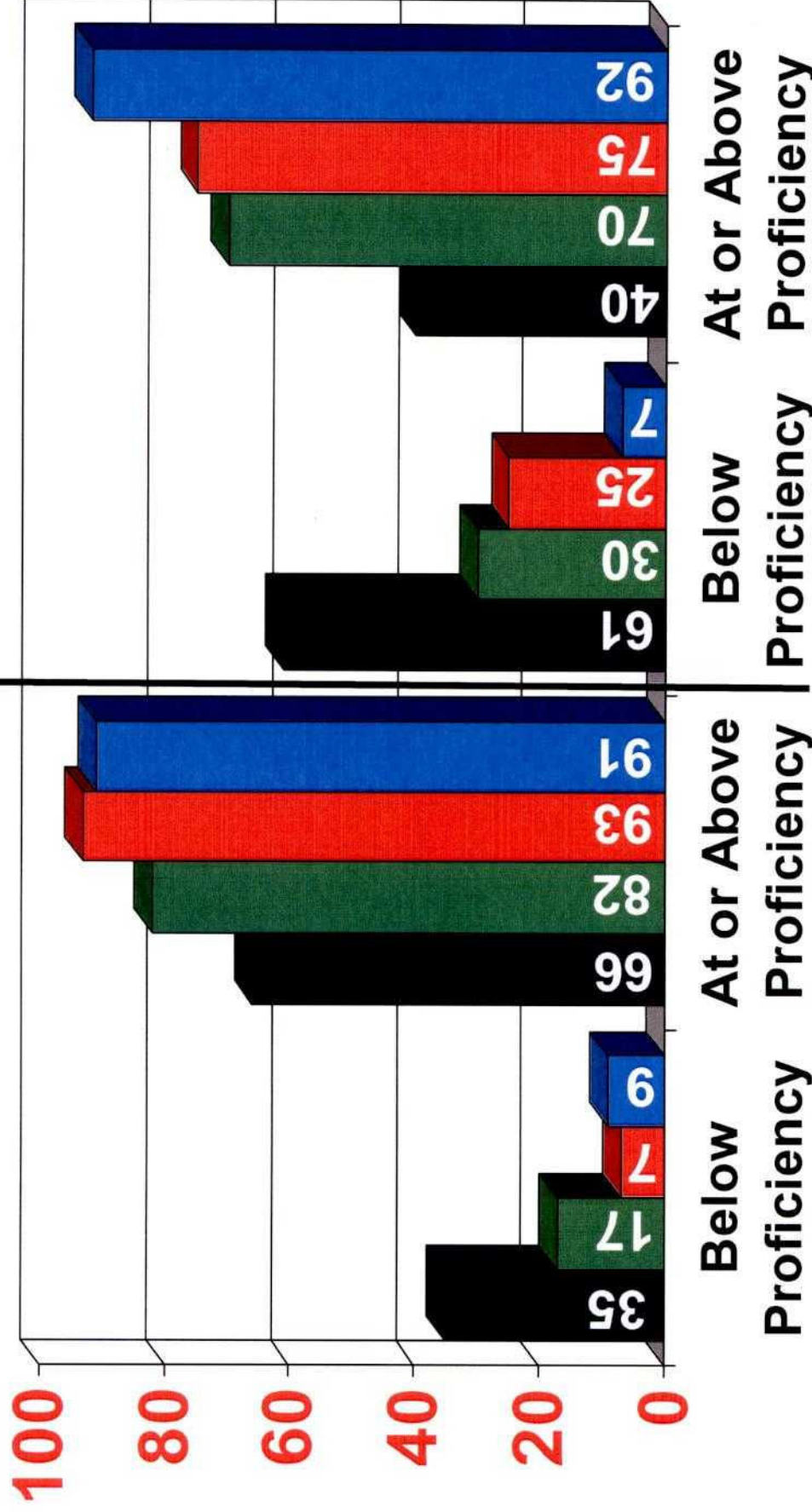
Combined Population



# Lisa Academy Benchmark (Grade 8)

## Literacy

## Mathematics



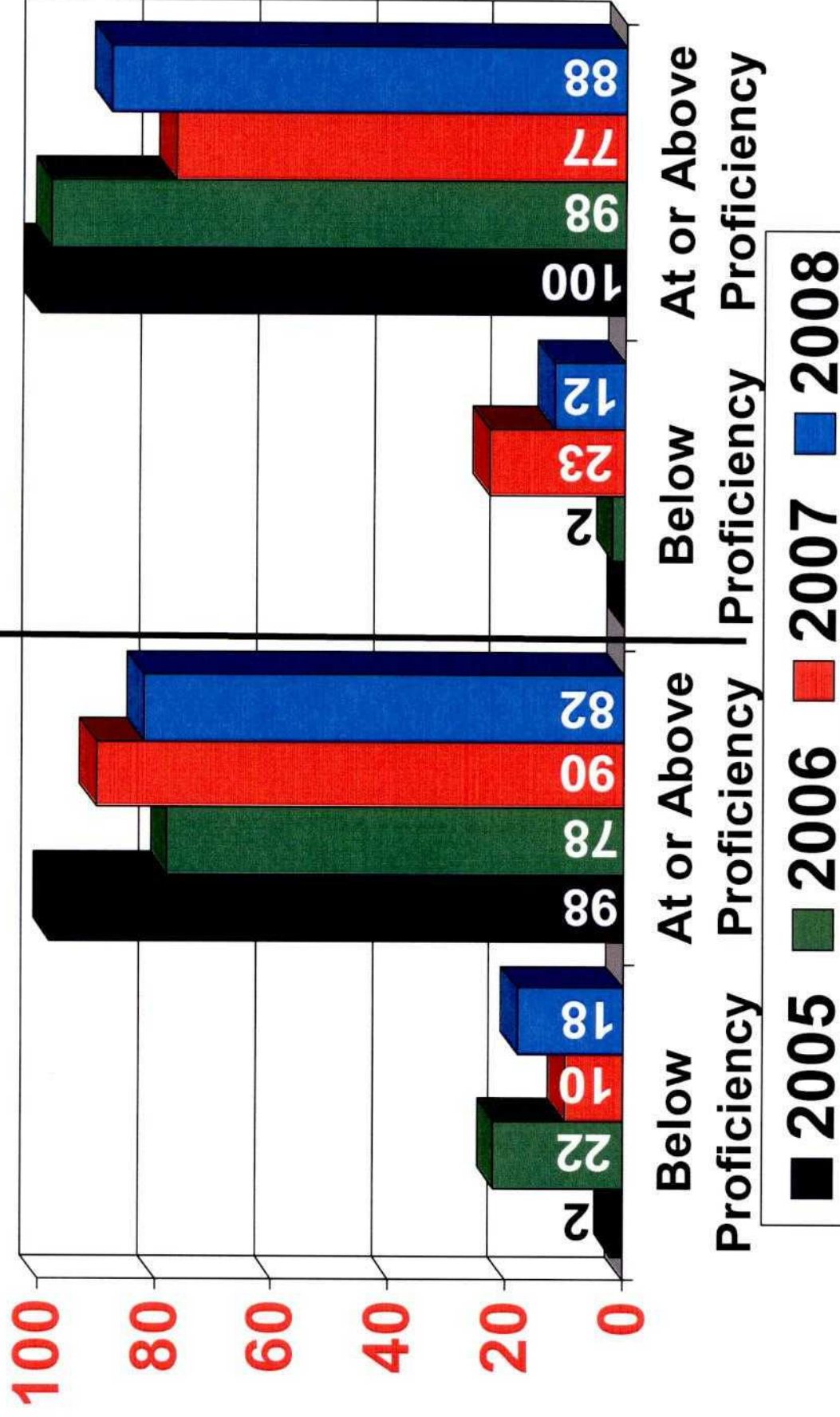
2005
  2006
  2007
  2008

Combined Population

# Lisa Academy End of Course

## Algebra I

## Geometry



Combined Population



# ARKANSAS DEPARTMENT OF EDUCATION

Dr. T. Kenneth James  
Commissioner

State Board  
of Education

Randy Lawson  
Bentonville  
Chair

Dr. Naccaman Williams  
Springdale  
Vice Chair

Sherry Burrow  
Jonesboro

Jim Cooper  
Melbourne

Brenda Gullett  
Fayetteville

Sam Ledbetter  
Little Rock

Alice Mahony  
El Dorado

Dr. Ben Mays  
Clinton

Diane Tatum  
Pine Bluff

October 15, 2008

Mr. Andrew Taylor  
2450 Hwy. 65 South  
Eudora, AR 71640

Re: Notice of Appeal/State Board Meeting  
Eudora Community Charter School

Dear Charter Applicant and Affected School District(s):

Your request for a hearing in front of the State Board of Education (State Board) concerning the disapproval of your charter application by the Lakeside School District will occur at the State Board's meeting of November 3, 2008. The meeting will begin at 1:00 p.m. and will be held in the Auditorium of the Arch Ford Education Building, Four Capitol Mall in Little Rock.

A total of five (5) open-enrollment charter applications will be considered by the State Board, commencing at the November 3 meeting and possibly concluding on November 4, 2008. The applicants will be considered in the following tentative order:

- Eudora Community Charter School
- Jacksonville Charter Academy
- Jacksonville Lighthouse Charter School
- Little Rock Prep
- Little Rock Urban Prep

Please be advised that the State Board may not be able to complete the consideration of all of the above-listed charter applications at its November 3, 2008 meeting.

**Those applicants which are not considered by the State Board on November 3 will be considered on Tuesday, November 4, 2008 in the Auditorium of the Arch Ford Education Building, at a time to be announced at the November 3 meeting.**

Please ensure that you attend the hearing and that you have all the necessary personnel and documentation with you to address any questions from the State Board concerning your application.

I have also enclosed with this letter a copy of the hearing procedures that will be used by the State Board concerning the consideration of your open-enrollment charter application and appeal.

Four Capitol Mall  
Little Rock, AR  
72201-1019  
(501) 682-4475  
ArkansasEd.org

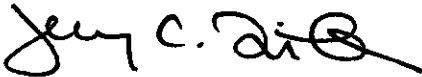
An Equal Opportunity  
Employer

For charter applicants, no additional information will be allowed to be submitted to the State Board beyond what has already been submitted to the Department as part of your application. Should you wish to make electronic presentations and/or present copies of already submitted information to the State Board, hard copies of such materials must be received in my office no later than 4:30 p.m. on October 23, 2008. Items may be faxed to my office at (501) 682-4249.

Questions as to the use and setup of electronic presentations at the State Board meeting should be directed to Dr. Charles Watson, State Board liaison, at (501) 682-4247.

Should you have any questions, please contact Dr. Mary Ann Brown, Charter Schools Unit Leader, at (501) 683-5313.

Sincerely,



Jeremy C. Lasiter  
General Counsel

JL/tw/slr

cc: Dr. Mary Ann Brown, Charter Schools Unit Leader  
Dr. Charles Watson, State Board Office  
Superintendent Joyce Vaught, Lakeside School District  
School Board President Joyce Brooks, Lakeside School District

**ARKANSAS STATE BOARD OF EDUCATION  
POLICY AND PROCEDURES FOR HEARING  
CHARTER SCHOOL APPLICATIONS AND APPEALS**

- 1.) Representatives of the school boards in which the proposed charter school will be located, and of other school boards which are likely to be affected by the proposed charter school, shall have a combined total of twenty (20) minutes to present arguments for disapproval of the proposed charter school to the State Board. The Chair of the State Board may grant additional time if requested, at his/her discretion.
- 2.) Following the presentation by the representatives of the school boards, the charter applicant shall have twenty (20) minutes to present its arguments to the State Board for approval of the proposed charter school. The Chair of the State Board may grant additional time if requested, at his/her discretion.
- 3.) The State Board shall follow the presentations with discussion of the charter application and possible questions to the public school board representatives and/or the charter school applicant.
- 4.) The State Board may, at its sole discretion, issue a final decision at the hearing regarding the application or appeal, or take the matter under advisement until a future scheduled board meeting before issuing its final decision.

Southeast Arkansas Human Development Associates  
P.O. Box 97  
Eudora, AR 71640  
(870) 355-4024

TO: Arkansas State Board of Education % Dr. Mary Brown, ADE  
FROM: Andrew Taylor, Director *at*  
DATE: 10/6/08  
SUBJECT: Request For Hearing Before State Board

---

The Southeast Arkansas Human Development Associates is requesting a hearing before the Arkansas State Board of Education to defend our application for a charter school. The proposed charter school was denied by the Lakeside Public School District in whose district it would be located.

The granting of our request would be greatly appreciated and we eagerly await a response.  
Thank you for your consideration.

RECEIVED  
OCT 09 2008  
CHARTER SCHOOL OFFICE



# Lakeside School District

1110 S. Lakeshore Drive • Lake Village, Arkansas 71653  
Phone: 870-265-7300 • FAX: 870-265-5466

SUPERINTENDENT  
Joyce L. Vaught

ASST. SUPERINTENDENT  
Billy Adams

September 25, 2008

RECEIVED  
SEP 29 2008  
CHARTER SCHOOL OFFICE

Dr. Mary Ann D. Brown  
State Department of Education  
Little Rock, Ar 72201

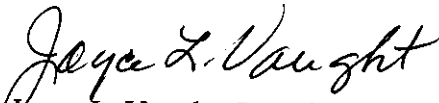
Dear Dr. Brown:

At the school board meeting on August 22, 2008, the Lakeside Board of Education voted not to support the Eudora Charter School Application. The vote was 3 against and 2 for. Two members were not present.

Board members gave the following reasons for non-support of the charter school application:

1. the financial impact that losing 120 students would have on the Lakeside School District
2. their concern that a waiver had been requested so that the charter school would not have to use certified teachers
3. transportation would not be provided for the students
4. safety concerns because of the condition of the asbestos in the building (see attached statement)

Sincerely yours,

  
Joyce L. Vaught, Superintendent

---

## DIRECTORS

Joyce Brooks • Henry Cook • Loddie Green • Richard Livingston,  
Geno Mazzanti • Joe Mazzanti, III • Sharon Walker

Lakeside School District

May 27, 2008

Notice of Asbestos

The City of Eudora has been made aware of areas of asbestos located in the G.C. Johns Upper Elementary School building.

*William Stuntz,*  
Mayor

Southeast Arkansas Human Development Associates  
P.O. Box 97  
239 S. Main Street  
Eudora, AR 71640  
(870) 355-4024

**BOARD OF DIRECTORS**

**Juanita Burton**  
Board Chair

Verlin Butler  
Chief Financial Officer

Cathy Jones  
Secretary

Loddie Green  
Developmental Officer

Andrew Taylor  
Director

TO: Arkansas Department of Education

FROM: Juanita Burton, Board Chair

DATE: June 28, 2008

SUBJ: Letter of Intent

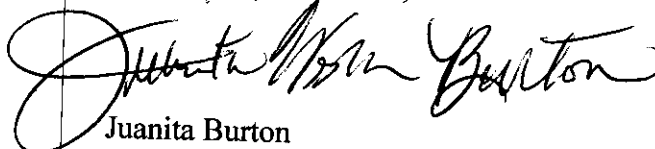
It is the Southeast Arkansas Human Development Associates, a 501 (C)3 tax exempt organization, intent to submit a proposal to establish an open enrollment charter school in Eudora, Arkansas located on the campus formerly known as G.C. Johns Upper Elementary School on Baker Street, Eudora, Arkansas..

Southeast Arkansas Human Development Associates will provide a program of academic and support services to youth at risk of educational failure in grades K-5 in the Southeast Arkansas community. The name of the proposed charter shall be Eudora Community Charter School.

The objectives of the school are to: (1) provide a program of academic services designed to build a foundation for learning in each child (2) support the learning process through activities designed specifically for personal development of the student, to increase his/her knowledge of self and society and (3) provide a program of services of parental education, development and engagement in the learning process of their child. The school's targeted focus will be Agricultural/Vocational technical.

The contact person for the proposed open enrollment public charter school shall be Juanita Burton, P.O. Box 97, Eudora, Arkansas 71640, [juanitaburton@hotmail.com](mailto:juanitaburton@hotmail.com), personal phone 870-355-7602.

Respectfully submitted,

  
Juanita Burton

RECEIVED  
JUL 1 2008

CHARTER SCHOOL OFFICE

RIN: 30-0406971

TAX EXEMPT; 170(b)(1)(A)(vi)  
1705311744007

STATE BOARD OF EDUCATION  
ARKANSAS DEPARTMENT OF EDUCATION  
APPLICATION FOR APPROVAL  
OF AN

OPEN-ENROLLMENT PUBLIC CHARTER SCHOOL



RECEIVED  
SEP 02 2008

CHARTER SCHOOL OFFICE

A. GENERAL INFORMATION (Please Type)

Name of Proposed Charter School: Eudora Community Charter School

Grade Level(s) for the School: K-12 Proposed Enrollment: 600

Name of Sponsoring Entity: Southeast Arkansas Human Development Associates

The applicant is an "eligible entity" under the following category (check one):

       a public institution of higher education;

       a private nonsectarian institution of higher education

       a government entity; or

  X   an organization that is nonsectarian in its programs and operations, and

Is exempt from taxation under Section 501 (c)(3) if the Internal Revenue Code.

Name of Contact Person: Mr. Andrew Taylor

Address: 2450 Hwy 65 South City: Eudora, Arkansas Zip: 71640

Daytime Phone Number: 870-997-0900 Fax: 870-355-2778

E-mail: \_\_\_\_\_

Charter Site Address: 904 Baker Street City: Eudora, Arkansas ZIP: 71640

Date of Proposed Opening: August 10, 2009

Chief Operating Officer

of the Proposed Charter: Juanita Burton Title: Board Chair

Address: 1424 N Main Street City: Eudora, Arkansas

ZIP Code: 71640 Daytime Telephone Number: (870) 355-7602

The proposed charter will be located in the Lakeside Public School District.

List the current K-12 student enrollment of the district where the proposed charter school will be located.

1,739 (Total District Enrollment)

List the school districts from which students are expected to come (use additional sheets if necessary):

Lakeside Public School District

Dermott Public School District

Hamburg Public School District

## B. GENERAL DESCRIPTION

In succinct terms describe the proposed school including grade levels offered, student populations served, education focus, and any other essential characteristics.

Southeast Arkansas Human Development Associates proposes to establish an open enrollment charter school to serve youth at risk of academic failure in grades 4-6 in the southeast Arkansas community, specifically, Eudora (Chicot County) area. The school will begin its education program in grades (4) through (6) and expand two grades per year to Kindergarten. The School will be operated at or above the standards mandated by the Arkansas Department of Education.

Although the Eudora Community Charter School plans to primarily target and serve at-risk students, it will be open to all students regardless of ethnicity, national origin, race, or socioeconomic level.

The objectives of the school are to; (1) provide a program of academic services designed to build a foundation for learning in each child, (2) support the learning process through activities designed specifically for personal development of the student, to increase his/her knowledge of self and society and (3) provide a program of services of parental education, development and engagement in the learning process of their child. The proposed school will provide a homogenous learning environment with the student assuming personal responsibility in the learning process.

The school plans to achieve this by incorporating varied and specific research based proven strategies. Strategies include but are not limited to:

1. The Eudora Community Charter School will rely primarily on the Core Knowledge Sequence, developed by Dr. E.D. Hirsch, Jr., supplemented with experiential learning. Students will be grounded in literature, oral and written communication, mathematics, government, history, geography, science, art, and music.
2. The KIPP's model five foundation pillars: High Expectations, Choice and Commitment, More time, Power to Lead, and Focus on Results. It will incorporate other components as well from the KIPP model.
3. Southeast Arkansas Human Development Associates will partner with the proposed school to extend the learning process to the family environment through the provision of a mentor-tutoring program of instruction for parents.
4. The proposed School and its parent organization, Southeast Arkansas Human Development Association ( SEAHDA), will work closely to provide a "holistic" support structure to assist parents

of youth with “emergent abilities” in meeting the challenges of life and help them re-position to benefit from the forces that govern our society.

5. to establish an ongoing substantial working relationship with area school districts, Mental Health Facilities, Chicot County DHHS, ACRE, the Audubon Society and other relevant entities. These relationships coupled with the implementation of other successful model components will ensure success of every student reaching his/her fullest potential
6. Promote “environmentally conscious” curriculum and lifestyle

This approach involves teaching a common core of concepts, skills, and knowledge that provides a solid, coherent foundation of learning mandated by Arkansas State Frameworks while promoting both excellence and fairness for all students.

#### D. REQUIRED INFORMATION

The applicant for the proposed open-enrollment charter, if approved by the State Board of Education, agrees to operate the educational program described blow in accordance with the provisions described within this document, Arkansas Code Title 6, Chapter 23, Charter Schools, as amended by Act 1311 of 2001, the State Board of Education Rules and Regulations Governing Charter Schools, and the attached assurances. This is a narrative description of various components of the proposed charter school, and the responses to the following inquiries including any supporting attachment pages **must be limited to no more than 60 pages** as per the instructions on Page 3 of this form.

1. **Describe the results of the public hearing, which was held for the purpose of assessing support for the establishment of this open-enrollment charter school. Provide copies of any supporting evidence received.**

Southeast Arkansas Human Development Associates held a public hearing August 20, 2008, at the Eudora City Hall. The hearing was conducted in an effort to assess support for the establishment of an open-enrollment charter school. Southeast Arkansas Human Development Associates’ committee members presented the proposed school’s goals and objectives to a group of 31 attendees (**Attachment 1 – Sign-In Sheet**). A question and answer session followed. All attendees expressed support for the proposed school.

2. **Provide verification that notice of the public hearing was published on a weekly basis for at least three (3) weeks prior to the date of the hearing in a newspaper having general circulation in the school district(s) from which students will be drawn. In accordance with Act 1311 of 2001, the notice section of the newspaper. The notice shall be published in no less than ten-point size and shall be no less than two by four inches in size. The last publication of notice shall be no less than seven days prior to the public meeting.**

The notice of the public hearing was published in the Eudora Enterprise, Chicot County Spectator and the Ashley County Ledger which has general circulation in the school districts from which students will most likely be drawn, on July 30, August 6, and August 13, 2008 . Letters announcing

the public hearing (**Attachments 2a**) were sent to all superintendents of each school from which the school is likely to draw students as well as all contiguous districts.

3. **Describe the governing structure of the open-enrollment charter, including board composition, selection process, and responsibilities. Also describe the role of the administrators, faculty, parents, students, and community members in the leadership and decision-making of the school.**

### **GOVERNING STRUCTURE OF EUDORA COMMUNITY CHARTER SCHOOL**

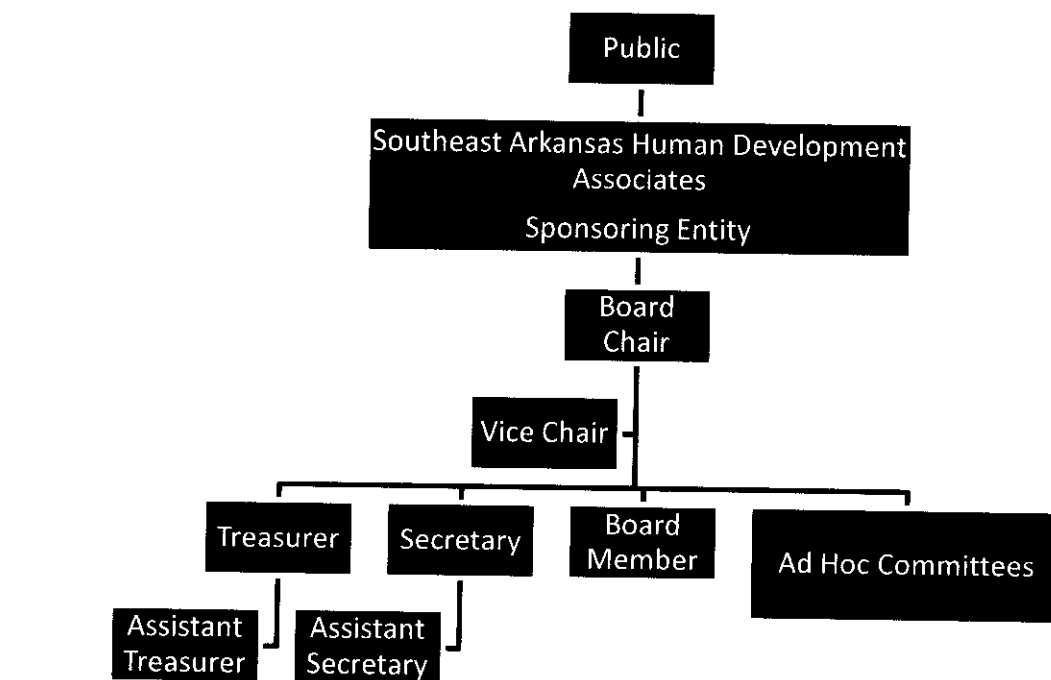
The proposed open enrollment charter school will be managed by a seven member Board of Directors who are representative of the community served, supportive of the charter school and its mission, who project a positive image, and are willing to contribute their time, expertise, and experience to meet the needs of the students served by the Eudora Community Charter School. The Board of Directors will provide oversight of all school programs, administrators, or contracted services to provide educational services. The Board of Directors will set educational policies, approve curriculum, approve the employment of all personnel, adopt a budget, authorize operating and capital expenditures and ensure compliance with all local, state, and federal legislation.

### **BOARD OF DIRECTORS SELECTION AND COMPOSITION**

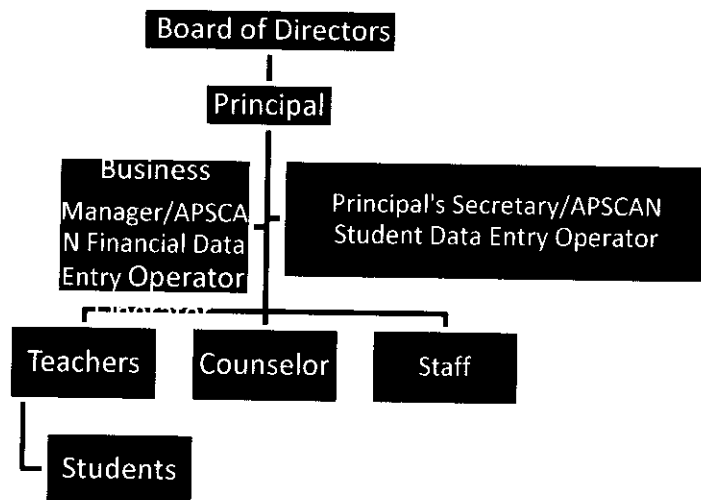
The Eudora Board of Directors will come from the following sectors: Parents, Education, Law, Business, and the general community wish to donate their time, talents, and experience to support the school's operation. SEAHDA will select the initial Board of Directors. This founding board will consist of seven members.

Board members will serve staggered terms of 7 years, 6 years, 5 years, 4 years, 3 years, 2 years, and 1 year. Each board member will draw lots for their term. The president will be elected from among board members. The president will serve three years. The Board of Directors will range in age, experience, and professional knowledge.

The committee chairs will be responsible for finding and working with additional committee members, who may not necessarily be on the board but are representative of the community. Furthermore, temporary committees may arise to handle various needs. All actions will take place according to the by-laws of the corporation. The board structure will be similar to the following model:



Board Level



Charter School Level

### **BOARD OF DIRECTORS RESPONSIBILITIES**

The Eudora Community Charter School Board of Directors' are empowered to:

- Upholding Eudora Community Charter School's mission
- Assuring accountability for administrators, staff, and parents performance.
- Ensuring effective organizational planning
- Provide financial oversight through budget approval and periodic review
- Providing support to the school for additional fund-raising, marketing, and other services as needs arise
- Attend training including Board training provided by the Arkansas State School Board Association
- Maintaining representative membership on all interim and ad hoc committees



- Enhancing the Charter School's public image

The Board of Directors will meet on a monthly basis. No board member will be compensated nor will any board member maintain a staff position at Eudora Community Charter School.

A board retreat will be held annually. The purpose of the retreat will be to provide an opportunity for Board members to receive board training(including team building), review key documents, strategically plan for the upcoming school year.

### **ADMINISTRATORS' ROLE**

The Principal will be responsible for day-to-day decision making to ensure that the school operates in compliance with the charter and all of the objectives and goals of the school are met.

The Principal will oversee the administration of the school and be responsible for accurate concise reporting to the Board of Directors and the ADE. The principal, along with support of other staff, shall develop staff policies, guidelines, and rules to be approved by the Board of Directors. The principal shall provide educational/curriculum leadership and development. Additionally, the principal shall be responsible for the development of a parental engagement plan along with other strategies for increasing parent's involvement in the education of their children.

The Principal is the liaison between Southeast Arkansas Human Development Associates, the open enrollment charter school Board of Directors, and the Arkansas Department of Education.

### **PARENTS' ROLE**

The principal forces that shape environment are economics, education, and culture. They form the content and resource of life. The ability to affect these forces is vested in parents and the conditions that place a child at-risk will change in relative proportion to the changes that parents make. The Eudora Community Charter School see parents as a vital partner in achieving the school's educational goals.

Parents will have representation on the Eudora Charter School Board of Directors. Additionally, the Eudora parents will be involved with the decision making thru the Eudora Community Charter School PTO (Parent/Teacher Organization).

Eudora Charter School will ask parents to sign a pact at the beginning of school that outlines the Eudora community Charter School's expectation of parents in the support of their children and the school. These expectations include but are not limited to : accepting the responsibility of sending their children to school, assisting with homework each night, checking that homework is complete each night, reading with his/her child each night, and being available to the child and his/her teachers as needed. .

Parental input and or advice on parental and family needs that support the educational goals of Eudora Community Charter School will be sought thru an annual school survey.

Parents will be encouraged to help with and participate in special activities at Eudora Community Charter School and help with fundraising and events.

## **COMMUNITY'S ROLE**

Community members will play an active role in the decision making of Eudora Charter School through their representation on Eudora Charter School's Board of Directors; their support of fundraising and other activities of Eudora Charter School, attendance at board meetings, and opportunities provided to voice their opinions at public hearings or through advisory capacities, formal and informal.

## **TEACHING FACULTY'S ROLE**

Eudora Charter School faculty members will be involved in the leadership and decision making of the school through Eudora Charter School's Parent Teacher Organization, staff development meetings, and in appropriate classroom teaching strategies to be implemented on a day-to-day basis. Also, faculty will be involved with textbook adoption committees, student activities, fundraising and marketing activities.

## **STUDENTS' ROLE**

Students will have the opportunity to experience leadership in varied ways during the course of the year at Eudora Community Charter School ; specifically, the establishment of a student council that possess a legitimate advisory role in school improvement. Each grade will elect a student representative to be a part of the student council. The student representative will gather suggestions, recommendations, and information on disputes from their other classmates to share at monthly meetings with the student council advisor. Student Council will make recommendations, provide information, and or offer advice on student matters such as field trips, guest speakers, and other options provided by the staff.

### **4. Give the mission statement for the proposed open-enrollment charter school.**

## **MISSION STATEMENT**

The mission of the Eudora Charter School is to provide a wholesome learning environment that will maximize academic achievements for every student in the areas of Reading, Mathematics, English, Writing, Science, Social Studies, Physical Education, Art, and Spanish. A special emphasis shall be placed on environmental education: Think Green.

The school will offer educational opportunities in an atmosphere of mutual respect between students, teachers, parents, and community.

The mission will be accomplished through intense classroom instruction, lab activities, parental, and community involvement.

## SECTION 05: EDUCATIONAL NEED

### 5. Provide a description of the educational need for the school.

Statistics show that throughout America many of our public schools located in high poverty areas are in crisis. The data below reveals a clear need for another “choice” for students who are not performing well in the current system.

The chart below describes the percent of combined students and students by subgroups in the Lakeside Public School District scoring below basic on Literacy and Math on Arkansas Benchmark Exams administered in 07. Lakeside Public School District is located in Chicot County.

2007 Lakeside Public School District Performance - Literacy

Grade	Student Group	% Below Basic	% Basic	%Proficient
4	All (Combined)	24	22.7	29.3
5	All (Combined)	23.6	50.6	23.6
6	All (Combined)	16.8	38.9	31.6

SubGroups

Grade	Student Group	% Below Basic	% Basic	%Proficient
4	African American	22.6	54.7	17
4	Hispanic	RV	RV	RV
4	Disabled Students	RV	RV	RV
5	African American	21.9	52.1	24.7
5	Hispanic	RV	RV	RV
5	Disabled Students			
6	African American	15.5	43.7	33.8
6	Hispanic	27.3	27.3	27.3
6	Disabled Students	RV	RV	RV

2007 Lakeside Public School District Performance – Math

Grade	Student Group	% Below Basic	% Basic	%Proficient
4	All (Combined)	24	22.7	29.3
5	All (Combined)	34.8	24.7	28.1
6	All (Combined)	28.4	26.3	27.4

Subgroups

Grade	Student Group	% Below Basic	% Basic	%Proficient
4	African American	30.2	26.4	30.2
4	Hispanic	RV	RV	RV
4	Disabled Students	RV	RV	RV
5	African American	34.8	24.7	28.1
5	Hispanic	RV	RV	RV
5	Disabled Students	60	30	0
6	African American	28.4	26.3	27.4
6	Hispanic	27.3	9.1	36.4
6	Disabled Students	RV	RV	RV

The proposed open enrollment charter school, Eudora Charter School, and its parent organization, Southeast Arkansas Human Development will provide a program of academic and support services to youth at risk of educational failure in grades (4) through (6) in the southeast Arkansas community regardless of race, ethnic origins, national background, or socioeconomic level. We believe all children can learn when challenged by high expectations and should be given the opportunity to do so.

The proposed open enrollment charter will advance a program of education designed to establish a solid foundation for youth in Math and Literacy in grades 4-6 for students in the Chicot County Catchments Area. An Open Enrollment Charter school will provide parents with a viable public education “choice” for the education of their children. Southeast Arkansas Human Development Associates will provide parents who have children who are not performing well in their current public school district with a viable option in limited quality education providers.

## **SECTION 06: EDUCATIONAL PROGRAM TO BE OFFERED BY EUDORA COMMUNITY CHARTER SCHOOL**

### **6. Describe the educational program to be offered by the public charter school.**

Eudora Community Charter School's educational agenda will emphasize parental involvement, teaching the Core Knowledge curriculum, spending more time in school, offering character and environmental education, and incorporating different and individualized teaching strategies. Typically, the middle school years are a chaotic time in children lives. The ability of the education system to meet the needs of middle school students is a work in progress. The challenges to youth in Middle School are compounded for youth in high-risk subgroups.

The Middle School structure provides the framework where education can be most effective in shaping values as personality becomes subject to powerful institutional forces that govern our society. Therefore, Eudora Community Charter School will initially open with Grades 4-6. Eudora Community Charter School plans to begin its' fall session in August 2009 with approximately 120 students in grades 4-6. Two grade levels will be added each year beginning with the 2010-2011 School Year. The 7<sup>th</sup> grade level will be added along with 40 new student slots in the 2010-2011 school year. Thereafter, 80 additional student slots (40 slots for each grade level) will be made available each year until reaching maximum capacity of 600 students. The method of growth will be necessary for the school's success and the success of our youth. Eudora Community Charter School will not select certain at-risk students, but will receive incoming students regardless on a first come, first served basis. The only requirement for admission to the school shall be the students' and parents' willingness to sign and uphold Eudora Community Charter School's "Choosing to Excel" form. The teachers must also comply with this signing. This commitment specifies that the students, parents, and teachers will possess the desire, discipline and dedication to do everything in their power to promote excellence in the education of the student.

Further, Eudora Community Charter School will incorporate KIPP's five pillars to which they contribute phenomenal success in working with "at-risk" students:

**High Expectations** – Eudora Community Charter School will incorporate clearly defined and observable high expectations for academic accomplishment and behavior that make no excuses based on the students' background.

**Choice & Commitment** – Students, parents, and the faculty of Eudora Community Charter School will make a conscious decision to be a part of the school. Everyone must make and uphold a commitment to Eudora Community Charter School and to each other to put in quality time and effort for the success desired

**More Time** – Eudora Community Charter School students, staff, and faculty, will commit to longer school days, a longer school year, Saturday School (2x a month), and a summer school session. This additional time will allow Eudora Community Charter School students more time to acquire the academic knowledge, skills, and extracurricular experiences needed to prepare them in reaching their fullest potential.

**Power To Lead** – Eudora Community Charter School principal possess the necessary organizational, business and leadership skills to accomplish its mission and goals.

1. **Focus on Results** – Southeast Arkansas Human Development Associates will focus persistently and consistently on results. Student achievement on tests and other objective measures will substantially outperform district averages, will not make excuses based on demographics, and will enable students to compete at the nation's best high schools and colleges.

The teachers of the four core subjects will work closely together to ensure that skills and content are being reinforced in all classes.

Eudora Community Charter School, in addition to focusing on academic skills, will place a strong emphasis on character building and preserving our environment. Students will be required to attend physical education courses multiple times during the week and will be given the opportunity to participate in enrichment programs such as music and art. Students will learn how to behave in large group settings, be able to learn from guest speakers and presenters, and participate in student-centered activities. Students will have more opportunity for character building through the Saturday enrichment program, where they will participate in athletics, dance, art, music, and other such activities. Students will also have the opportunity to help their community through volunteer programs and activities. Armed with both academic and character skills and achievements, students of Eudora Community Charter School will be well equipped to achieve academic and personal success.

#### **SECTION 07: MEASURABLE GOALS FOR IMPROVING STUDENT ACHIEVEMENT**

7. **List the specific measurable goals for improving student academic achievement for each year of the charter school's initial (3) year period and outline other performance criteria that will be used during the initial period of the charter operation to measure its progress in improving student learning.**

Year 1: Eudora Community Charter School will establish baseline data for 4-6 graders on the state norm-reference test.

Year 2: 80% of Eudora Community Charter School students at the sixth grade level will demonstrate a minimum of one year's growth based on the state norm-referenced test. (Sixth grade students will take the state norm-referenced test.)

.Year 3: 80% students at the sixth grade level will demonstrate a minimum of one year's growth based on the state norm-reference test.

Year 3: 80% of Eudora Community Charter School students at the sixth grade level, will meet or exceed the average performance levels of students in the same grade level in the state of Arkansas on the state norm-reference test.

In addition to those areas in which Arkansas has identified academic achievement standards, Eudora Community Charter School students must meet additional standards of demonstrated excellence. By the end of the chapter period:

80% of all students will show demonstrable improvement in physical conditioning.

## **SECTION 08: CURRICULUM ALIGNMENT**

### **8. Describe the process that will be used to develop and align the curriculum with the Arkansas Curriculum Frameworks.**

#### **a. Overview**

The program design of EUDORA COMMUNITY CHARTER SCHOOL is to ensure that the school is attaining its mission by preparing students for academic success at any school. Eudora Community Charter School will institute Core Knowledge as its' principal curriculum, supplemented with experiential learning. Core Knowledge is aligned with the Arkansas State Curriculum Frameworks. Based on the demographics of our target population, we are expecting and are prepared for the challenge of getting students on grade level and beyond. The educational program is designed to meet the seven goals that are in alignment with the KIPP's model mission. These seven goals are:

1. Students will possess a strong foundation of basic academic skills and a broad knowledge base in the core disciplines of science, mathematics, social studies, and language arts.
2. Students will be effective and confident communicators.
3. Students will be critical thinkers and problem solvers.
4. Students will have an appreciation for the humanities and show respect for diverse cultures.
5. Students will possess a life-long love of learning
6. Students will possess a strong desire to serve the community in which they live.
7. Students will have the discipline, dedication, and desire to achieve their highest aspirations and dreams.

#### **b. Curriculum and Instruction**

. EUDORA COMMUNITY CHARTER SCHOOL is not committed to only one "best" approach. In order to achieve our mission and educational goals, EUDORA COMMUNITY CHARTER SCHOOL will employ techniques based on generally accepted research findings with innovative strategies that are designed to optimize learning and improve student achievement. Strategies that may be employed at EUDORA COMMUNITY CHARTER SCHOOL include:

- Direct whole-class instruction
- Indirect whole-class instruction
- Instruction incorporating various learning modalities
- Instruction adapted to multiple intelligence
- Teacher-directed small group instruction
- One-on- one teacher instruction
- Cooperative learning
- Peer tutoring
- Computer activities
- Educational and motivational field lessons
- Whole body multi-sensory instruction such as raps, songs, chants, and dances
- Phonetic-based instruction

- Balanced literary instruction
- Project-based learning
- Discovery learning
- Call and response
- Role Playing

The school year for EUDORA COMMUNITY CHARTER SCHOOL will follow the local school district calendar, with the exception of the Saturday Enrichment classes and a one month summer program.

Children will be in school approximately 220 days of the year. The summer school session will provide EUDORA COMMUNITY CHARTER SCHOOL students, parents, teachers with a head start in preparing for the upcoming academic year. During this time, those groups will become acquainted with the procedure and exceptions demanded throughout the year. Students will also be immersed in the school's culture. After assessing each student's individual strengths and weaknesses, teachers will emphasize the basics of reading, writing, math, science, and social studies. The summer session will also be a time when the process of team building begins. Students will be introduced to the concepts, challenges, strengths, and rewards of working as a team.

We believe that, in addition to using educationally sound teaching strategies, more time is require to accomplish EUDORA COMMUNITY CHARTER SCHOOL's ambitious goals. The school's students will be in school from 7:25 a.m. through 5:00 p.m. each weekday. EUDORA COMMUNITY CHARTER SCHOOL students will attend Saturday enrichment classes from 8:00 a.m. to 12:00 p.m. During this time, students will participate in activities such as: sports, dance, art, music, and foreign languages. Saturdays will also provide an opportunity for students to become involved in their own community through volunteer efforts and programs. In addition, EUDORA COMMUNITY CHARTER SCHOOL teachers may provide help or assistance to parents if needed during Saturday school hours, such as family support services, GED classes, and ESL classes.

It is crucial that not only students use their time effectively but teachers do as well. Teachers are expected to meet prior to the school year for a minimum of two weeks to plan for the school year. Teachers will use this time to design their goals, objectives, and curriculum for the upcoming school year. The teachers will work on these designs horizontally within their grade level and, after year one, vertically across grade levels. It is also a time when teachers and administrators will work together to design the most efficient and effective policies, practices, procedures, and schedules for the school. EUDORA COMMUNITY CHARTER SCHOOL teachers will also have team planning to ensure consistency between the grade levels and cross-curricular development in each grade.

#### Opportunities for quality education

The EUDORA COMMUNITY CHARTER SCHOOL academic program is being modeled after the KIPP model which has gained national attention for having some of the hardest working and highest performing students in the country. This national recognition has helped to propel students to some of the finest schools from state to state. Their success is contributed to additional time, superior standards for teaching, high expectations of student and parental involvement.

#### c. At-risk students



Since EUDORA COMMUNITY CHARTER SCHOOL still be working with a majority of “at- risk” gteachers will begin by using a variety of teaching strategies that have been proven effective for students who are substantially below grade level. Often students who are “at risk” are kinesthetic and tactile learners whose needs have not been met in the past. To directly address the needs of these students, EUDORA COMMUNITY CHARTER SCHOOL will place particular emphasis on whole body multi-sensory instruction, role-playing, call and response, and other highly energetic and active techniques. It is crucial that all of the methods employed will be educationally sound(research based) and result oriented.

EUDORA COMMUNITY CHARTER SCHOOL will spend more time on task, which we believe is critical to bringing students up to grade level and beyond. Students are required to attend school from 7:25 a.m. to 5:00 p.m. each weekday along with Saturday enrichment classes, and students will attend school for one month during the summer. Students will also have the option of staying, or may be required to stay, after school to receive additional help or instruction. Furthermore, the school’s teachers will provide their home phone numbers, cellular phone numbers, and pagers to all students so those students can be in contact with teachers at night for assistance with homework or in the case of emergency. EUDORA COMMUNITY CHARTER SCHOOL plans to wok closely with parents and community members to make sure that all the the academic needs of all students are met. The school wants to foster a supportive family environment inside the classroom and throughout the school and community.

**9. Describe the geographical area to be served by the charter, and list all school districts within the geographical area that may be affected by the open-enrollment charter school**

EUDORA COMMUNITY CHARTER SCHOOL will serve students living in the Lakeside Public School district. The school will open to any student and family residing in the district’s attendance zone that is willing to sign the EUDORA COMMUNITY CHARTER SCHOOL “Choosing to Succeed” Form. (Attachment 1) The school will accept applications for out of district students if the enrollment has not reached its capacity. The school districts that may be affected by this open-enrollment charter school include: Dermott Public School District and Hamburg Public School District.

**Demographics**

**Race Sex and Age**

Chicot County is a rural community of Southeast Arkansas with a population of 13,027. Eudora is a Municipality of Chicot County with a population of 2,819 persons. 53.9 % of the residents of Chicot County are African American and 45.2% are White. 51.1% of the population is female and 24.9% of the population is under 18. (U.S. Census)

There are 1,739 students enrolled in the public school system in Chicot County. 1,529 are African American (88%), 94 (5.4%) are Hispanic and 256 (14%) are White. (ADE statistics)

**Educational attainment**

64.2% of the population age 25 or older graduated from high school and 11.7% of the population age 25 are college graduates. (US census)

**Family structure**

29.4% of the population 15 years and over have never been married, 46.8% are married and 9.4% are divorced. The female head of householder classification comprises 23.1 of the population. There were 503 families in that classification and 48% live in Poverty.

### **Poverty**

There were 842 families or 23.1% of the population living in poverty. 502 families or 48% were families headed by females. The median household income is 22,000. (US Census)

**10. Describe the plan for the school officials to provide an annual report to parents, the community, and the State Board of Education that demonstrates the progress made by the charter school during any previous academic year in meeting its academic performance objectives.**

EUDORA COMMUNITY CHARTER SCHOOL will regularly assess the academic progress of its students, including participation in state testing programs, and share information with parents and the surrounding community through progress reports, phone calls, meetings, and other reports.

EUDORA COMMUNITY CHARTER SCHOOL agrees to provide a report at the end of each school year to parents of pupils enrolled in the school, the community, the local school board, and the state board indicating progress toward meeting the performance objectives as stated in this charter. Further it will publish each annual report by November 15 each year in a local newspaper as required by state law.

**11. Describe the enrollment criteria and student admission, recruitment and selection processes for the proposed charter school. Include a statement that a random, anonymous student selecting method will be utilized in the event that more students apply for admission to the charter school than can be accommodated under the terms of the charter.**

### *Admission Overview*

Admission to EUDORA COMMUNITY CHARTER SCHOOL will be cooperative decision between students, parents, and teachers. Students and parents must choose to enroll in the school instead of remaining at the zoned public school. The school encourages and motivates the students and their families to view an intense academic commitment as their key to the future. Students, parents, and teachers will be expected to sign EUDORA COMMUNITY CHARTER SCHOOL School's Choosing to Excel Form. This document addresses the areas of attendance, homework, behavior, and academics. In accordance with all federal laws, no student will be denied admission to the school based on race, ethnicity, national origin, gender, or disability.

Siblings of students who attend EUDORA COMMUNITY CHARTER SCHOOL and children of employees will be given first priority to attend the school. Students will be able to withdraw from the school at any point in time and return to their local zoned public school or any other school to which they can gain admission. Upon notification of student withdrawal, EUDORA COMMUNITY CHARTER SCHOOL will immediately notify the appropriate local board of education in which the student is zoned.

EUDORA COMMUNITY CHARTER SCHOOL will take the following steps to ensure that the school's population will reflect the student population of the local district:

- Post flyers and notices in local supermarkets, churches, community center, and apartment complexes
- Visit local organizations in each neighborhood
- Visit and explain to prospective students and their families the purpose of the school
- Conduct parental information sessions to elaborate on the commitment involved with attending EUDORA COMMUNITY CHARTER SCHOOL
- Canvass neighborhoods to further reach interested families

#### *Admissions process and timetable*

EUDORA COMMUNITY CHARTER SCHOOL will initially serve students in grade 4-6. New students will be admitted each year to grade 4 without prior measures of achievement or aptitude, athletic ability, disability, handicapping condition, ethnicity, race, creed, gender, national origin, religion, or ancestry.

EUDORA COMMUNITY CHARTER SCHOOL staff and parents will accept applicants during the three-month period of January, February and March of each year. During this point, interested families will be able to meet with EUDORA COMMUNITY CHARTER SCHOOL staff and review the expectations of the school. The school will admit no pupils, with the exception of siblings until the three-month period has ended. If the number of students applying is fewer than the maximum allowed in this charter, the school will accept all applicants and may accept applications and enroll additional students until the maximum number is admitted, until the April 15 deadline as established under state law.

If the new number of applicants to the school exceeds capacity, the school will use a random lottery to select students until the maximum number is admitted. The total number of students admitted to the school will not exceed 600 without formally amending this charter.

The above procedure will also be followed to fill vacant seats in grades 4, 5, and 6, if seats become available, in accordance with the above enrollment numbers prior to the April 15 cut off date each year.

#### *Recruiting Plan*

Formal marketing of the school to prospective incoming students will begin in January of each calendar year for the following school year. When possible and where necessary, marketing efforts will be bilingual. The school will also seek support from non-profit organizations that operate within the community.

EUDORA COMMUNITY CHARTER SCHOOL will explore as many avenues of outreach as possible to guarantee equitable exposure. The staff will publicize the school as follows:

- Local school visits
- Home visits in local school areas
- Referrals from other EUDORA COMMUNITY CHARTER SCHOOL students and families
- Neighborhood flyers
- Speak at church and prayers meetings
- Speak at civic organizations
- Speak at community based organizations
- Local newspaper and community association newsletter advertisements
- Teacher referrals from other campuses
- Local radio and television advertisements

In compliance with federal law, the school's marketing efforts will be equitable to all populations within the area, regardless of race, disability, ethnicity, and gender.

EUDORA COMMUNITY CHARTER SCHOOL will comply with state and federal laws and regulations otherwise applicable to public schools with respect to civil rights and individuals with disabilities. EUDORA COMMUNITY CHARTER SCHOOL will not discriminate among potential employees, employees, or pupils in violation of any state or federal law. EUDORA COMMUNITY CHARTER SCHOOL will be nonsectarian in its programs, admissions policies, and employment practices. The school will not be supported by or affiliated with any religion or religious organization or institution.

**12. Summarize the job descriptions of the school Principal and other key personnel. Specify the qualifications to be met by professional employees (administrators, teachers, counselors, etc.) of the program. List the types of administrative positions, teaching positions and how many of each.**

**School Principal:**

The Principal of EUDORA COMMUNITY CHARTER SCHOOL shall be degreed and shall demonstrate exceptional leadership abilities. While not requiring administrative certifications (see requested waivers below), the Board of Directors in selecting a Principal will look only for the most highly qualified individual to serve in this capacity.

The EUDORA COMMUNITY CHARTER SCHOOL School Principal's primary responsibility is to ensure that the school is reaching its goals and moving towards its mission under the guidance of the EUDORA COMMUNITY CHARTER SCHOOL Board of Directors. The School Principal will have the responsibility of managing the school's daily operations. The School Principal will allocate his time in four major areas: community and district liaison, business leader, faculty and staff manager, an academic leader.

As community and district liaison, the School Principal will help communicate the vision and mission of the school to the outside world. The School Principal must ensure that there are positive and open lines of communication between himself, the community, and the district. The EUDORA COMMUNITY CHARTER SCHOOL Principal in order to garner the support and trust of others will consistently and accurately report school results, both good and bad. The School Principal must also encourage and provide opportunities for exchanging and sharing information between the school, community, and district.

The School Principal is also responsible for the business operations of the school. The EUDORA COMMUNITY CHARTER SCHOOL Principal, with the help of the Business Manager, will present the school's budget and all other financial reports and statements to the Board of Directors. It is the responsibility of the School Principal, who will supervise the Business Manager, to ensure that the school is financially stable and fiscally responsible.

The EUDORA COMMUNITY CHARTER SCHOOL next major responsibility will be the management of his faculty and staff. The School Principal will be responsible for hiring people who have the ability, work ethic, drive, and cultural fit to fulfill the school's goals and overarching mission. The School Principal, with the support of others, will be responsible for training and providing necessary support to the faculty and staff.

The final major area of responsibility is academic leadership. The EUDORA COMMUNITY CHARTER SCHOOL Principal will be responsible for creating or determining curricula designed to meet the miss of the

school. The EUDORA COMMUNITY CHARTER SCHOOL Principal must provide ample opportunities for professional development for his faculty and staff. The School Principal should be instrumental in teaching the school's culture to not only the teachers but the students as well. It is this connection with the students that is crucial to the School Principal's ability to run an effective school.

**Key Qualities:**

- A strong team leader
- Works hard and is dedicated
- Constantly strives for excellence
- Has a passion for teaching children
- Believes that all children can and will learn
- Curious and hungry for knowledge
- Constantly reflecting and improving
- Possesses a high degree of integrity
- A strong ability to teach
- Knowledgeable in all subject matters
- Knowledgeable in budgets and finances
- Effective communicator
- High degree of responsibility

**Core Subject Teacher:**

While the school will not require teacher certification (see requested waivers below), it is the intent of the school to employ only degreed teachers with exceptional qualities in training, experience and teaching ability.

The primary responsibility of the teacher is to ensure that all students are meeting or are on target to meet the goals and therefore the mission established by the school. This can only be accomplished by focusing on student achievement through good lesson planning and implementation along with effective discipline. Teachers are required to submit weekly lesson plans to the school Principal in advance and approach him any concerns or questions.

In order to maximize the effectiveness of classroom instruction and the school year at large, a substantial amount of time must be spent planning. Teachers at EUDORA COMMUNITY CHARTER SCHOOL will spend one month planning and working together to improve the school while the students are on summer vacation. This time will consist of planning, curriculum, writing, professional development, and team bonding strategies. This work will not cease when the students arrive at school. Teachers will be given planning time each day and also meeting weekly as a group to discuss ways of increasing student achievement.

Teachers are responsible for continually maintaining high expectations and providing opportunities for the students to thrive not only academically, but socially, and physically as well. Teachers are responsible for monitoring students during breakfast, homeroom, and independent study time. They are also responsible for helping plan, attend, and participate in the Saturday enrichment programs. Teachers are expected to show their support to students constantly, by being available by phone, by providing extra help, and consistently contacting parents.

EUDORA COMMUNITY CHARTER SCHOOL teachers must constantly show a strong desire to improve as teachers, both in and out of the classroom. They must consistently be able to reflect upon their performance and experience in order to grow as teachers. These teachers must above all else, show the desire, discipline, and dedication it takes to teach in a EUDORA COMMUNITY CHARTER SCHOOL.

**Key Qualities:**

- Works well in and contributes to teams
- Works hard and is dedicated
- Constantly strives for excellence
- Has a passion for teaching children
- Believes that all children can and will learn
- Curious and hungry for knowledge
- Constantly reflecting and improving
- Possesses a high degree of integrity
- A strong ability to teach
- Knowledgeable in a particular subject matter
- Effective communicate
- Responsible

**Business Manager:**

The Business Manager of EUDORA COMMUNITY CHARTER SCHOOL will have the primary responsibility of running the school's business and financial operations. The responsibilities consist of:

- Preparing and monitoring the school's budget
- Managing cash flow
- Preparing balance sheets and year end statements
- Keeping track of accounts payable and accounts receivable
- Ordering school supplies and material
- Managing the school's inventories
- Preparing reports for the public
- Preparing and dispersing school publications
- Writing grants
- Managing the school's bank account's
- Managing individual school accounts
- Analysis of standardized test results
- Vendor relations

EUDORA COMMUNITY CHARTER SCHOOL Business Manager will help the School Principal serve as a community and district liaison. Often, the Business Manager will be a representative of the school when the School Principal is unavailable.

**Key Qualities:**

- Works well in and contributes to teams
- Works hard and is dedicated
- Constantly strives for excellence
- Has a passion for teaching children
- Believes that all children can and will learn
- Constantly reflecting and improving
- Possesses a high degree of integrity
- Knowledgeable in finances and budgets
- Effective communicator
- Highly organized and efficient
- Responsible

Below is the proposed personnel need for the year 2009-2010

Position	Number
School Principal	1
Business Manager-APSCAN Financial	1
Secretary/Office Manager/ APSCAN- Student Data	1
Special Education Teacher	1
Classroom Teachers	8
Teachers' Aides	2
Counselor	1
Total	15

All teachers and school personnel will be required to submit to criminal background checks. Also all teachers and school personnel, within 30 days of employment, will obtain certification in CPR and First Aid.

#### **\* Hiring Policy**

Eudora Community Charter School's hiring policy states that it will not discriminate on the basis of race, sex, national origin, ethnicity, religion, age or disability in employment decisions including hiring and retention of administrators, teachers, and other employees.

**13. Explain how the school will conduct its business office, with what personnel, and describe the process by which the governance structure of the school will adopt an annual budget.**

**Systems for Financial Reporting and Controls**

EUDORA COMMUNITY CHARTER SCHOOL will take several steps to ensure that it is in compliance with all financial regulations and acceptable operating practices. EUDORA COMMUNITY CHARTER SCHOOL intends to reduce unnecessary inefficiencies and minimize the potential for unethical behavior by using a regulatory system, not a creative one. All transactions will involve multiple players and step, where each individual stays within their area of responsibility. It is the responsibility of the School Principal and Business Manager to plan a budget that is financially stable and allocates the appropriate resources to run an effective school. The Board of Directors will approve the budget before it is implemented. Most transactions will then begin with a faculty requisition. The Business Manager must check finances and the School Principal must approve the acquisition. (A procurement process may be necessary for significant items.) The Manager will then order the supplies with the necessary purchase order. The School Principal will sign the checks, and a co-signature will be required for checks over \$10,000. All financial transactions will be recorded and reflected in reports to the board.

**Budgetary Process**

The School Principal and Business Manager will develop an annual budget after soliciting input from faculty members, community members, parents, and board members. The School Principal will present the proposed budget to the Board of Directors for approval at its regularly scheduled July board meeting.

**14. Describe the manner in which an annual audit of the financial and programmatic operations of the school will be conducted.**

Eudora Community Charter School Board of Directors will appoint an audit committee to interview and contract with an independent accounting firm experienced in audits of public schools. The firm is charged with writing an audit program, the purpose of which will be to form a basis for an opinion on the material accuracy of the financial statements and to identify opportunities for procedural and operation improvements that will be of recognizable benefit to Eudora Community Charter School. The annual audit will comply with section 12.03 of the Rules and Regulations Governing Charter Schools.

A comprehensive review and evaluation of internal controls procedures will be performed to serve as a basis to determine steps needed to evaluate the school's compliance with all state and federal laws, statutes, and other applicable regulations. In addition, individual site visits for observations and interviews will be performed during the school year.

**15. Provide a statement that the charter school will participate in the Arkansas Public School Computer Network for reporting education data, as required by state statute or by State Board of Education rule.**



EUDORA COMMUNITY CHARTER SCHOOL will fully participate in the Arkansas Public School Computer Network.

16. Describe the facilities to be used. Give the present use of the facility and the use for the past three (3) years. If the facility to be used for the school is a facility of a school district, describe the terms established by the local school board of the district stipulating the relationship between the proposed charter school and the district pertaining to the use of the facility. Attach a copy of the agreement, signed by the president of the local school board, the chair or president of the governing body of the proposed open-enrollment charter school, and the chief operating officer of the proposed charter. If the facility is not operated by a school district, attach a copy of the agreement, signed by the entity owning or operating the facility and the chief operating officer of the proposed charter.

**Please identify the owner(s) of the proposed facility and describe their relationship, if any, with:**

- (1) members of the local board of the public school district where the proposed open-enrollment charter school will be located,
- (2) employees of the public school district where the proposed open-enrollment charter school will be located,
- (3) the eligible entity sponsoring the open-enrollment charter school, or
- (4) employees/directors/administrators of the proposed open-enrollment charter school.

**Include a statement that the facility will comply with all requirements for accessibility in accordance with the Americans with Disabilities Act (ADA) Individuals with Disabilities Education Act (IDEA) and all other state and federal laws. If the facility does not currently meet these requirements, provide a list of items that will need to be addressed to bring the facility into compliance.**

**NOTE: The Board of Education will not consider an application that does not have an agreement for the use of a building.**

Southeast Arkansas Human Development Associates (SAHDA) has entered into an agreement (Attachment 3) with the City of Eudora to lease a former school building, G.C. Johns Upper Elementary School for the purpose of housing Eudora Community Charter School. This building is located at 903 Baker Street Eudora, Arkansas. The developers of this charter have no prior or current business relationship with any member of Eudora City government. To the best knowledge of the proposers of this charter there exists no business relationship between the members of the government of the City of Eudora. Eudora Community Charter School will comply with all requirements of accessibility in accordance with the Americans with Disabilities Act (ADA) and the Individual with Disabilities Education Act. The facilities have been vacant for the last two years. The building has been utilized by the Phoenix Youth Opportunities organization from 1996-2005.

**Items that will need to be addressed to bring the facility into compliance are handicap signs and bars around commodes. Note:** that there are signs already in place concerning school zone and the penalty for use of drugs or sale of alcohol within 1000 feet of the facility.

**The building is approximately 283 feet x 60 feet and another area is 25 feet x 83 feet for a total combined space of 16,855 square feet.** The space currently contains office space, restrooms, library, storage space and 14 classrooms. Eudora Community Charter School will use approximately half of the acquire square footages of 16,855 square feet. There is a community room and gymnasium adjacent to the school building which will be utilized for food service and, physical health education. There is room for growth and expansion. A floor plan of the school building is attached to this sheet.

17. **Describe the manner in which the school will make provisions for the following student services:**

- A.) Guidance Program** –Counseling and guidance services beyond the capabilities of the faculty and staff a of the school will be provided for on a contracted basis with a properly licensed counseling professional until such time as the school can employ a full- or part-time guidance counselor.
- B.) Health Services-** Health services shall be provided the students of the school as needed on a contracted basis. The school will develop, before opening, complete health services and health emergency policies and procedure.
- C.) Media Center-** It is the intent of the school to use the facilities and collections of the local public library and media center of its own.
- D.) Transportation-** The school does not plan to provide transportation to and from school its initial year, however, it reserves the right to provide this service if needed. Provision of transportation will be an annual decision of the Board of Directors.
- E.) Food Services-** The school intends to participate in the USDA's Child Nutrition Program as administered through the Child Nutrition Unit of the Arkansas Department of Education for all students found eligible, and to make available meals for other students at a reasonable cost through contracting with an appropriately licensed food service provider.
- F.) Special Education-** The school realizes the importance of adhering to all aspects of IDEA regarding students with special needs. The school will employ a certified special education instructor and will comply with all the federal and state regulations concerning IDEA, 504, and IEP implementation. The school gladly accepts the responsibility of educating children with special needs
- G.) Gifted and Talented Programs-** the school will not offer a formal, separate gifted and talented program.
- H.) Extra-Curricular Programs-** The majority of the extra-curricular and enrichment opportunities will occur during Saturday enrichment classes and field lessons planned throughout the year both locally and out-of-state.

EUDORA COMMUNITY CHARTER SCHOOL students will attend Saturday classes from 8:00 a.m. to 12:00 p.m. During this time, students will participate in swimming, Kung Fu, dance, art, and outdoor education activities. The experiences will provide students an opportunity to work with professionals in the field and to practice the social and critical thinking skills learned in the classroom during the weekdays.

**Please note that under federal guidelines students with disabilities shall be provided specific services and all aspects of IDEA apply. The charter school cannot waive the responsibility of providing services for students with disabilities.**

**20. List the specific provisions of Title 6 of the Arkansas Code Annotated (Education Code) and the specific rules and regulations established by the State Board that the charter school seeks to be exempted from in order to meet the goals of the school. Identify the specific State Board rules and regulations requested to be waived by title and section number if applicable. Provide a brief description of the need for each waiver requested.**

EUDORA COMMUNITY CHARTER SCHOOL requests to following waivers from the Arkansas Education Code and State Board of Education Rules and Regulations. The majority of the waivers requested are done so to give the school the widest possible latitude to implement the unique aspects of a EUDORA COMMUNITY CHARTER SCHOOL school.

#### **State Statute Waivers Requested**

- 6-10-106:** Uniform dates for beginning and end of school year. The school design includes a summer program each year that is the beginning rather than the end of the school year.
- 6-15-902:** Grading scale- Exemptions- Special education classes. We plan on using the grading scale described by 6-15-902, but request to remain as flexible as possible in this area.
- 6-15-1104:** Qualified teachers in every classroom. The school requests the flexibility to employ teachers it feels will be the most successful in the program regardless of certification status.
- 6-16-124:** Arkansas history. The school's social studies curriculum will include all state required elements including Arkansas history, but will present them in an integrated social studies concept within an intense multi-year study of the United States.
- 6-17-111:** Duty free lunch period. The school's concept of supervision and student/teacher interactions requires the teachers to be present with the students during lunch.
- 6-17-203:** Personnel Policy Committee. The school will not be large enough to meet statutory composition of this committee.
- 6-17-302:** Public school principals. The school wishes to employ school leaders trained through the Fisher School leadership program, regardless of certifications.
- 6-17-401:** Teacher license requirement. As above, the school request to not be required to employ licensed teachers.
- 6-17-418:** Teacher certification- Arkansas history requirement. The school requests to not be restricted in its hiring practices, but have maximum flexibility in employing the best teachers available.
- 6-17-902:** Definition of a teacher. As the school would not necessarily employ only certified teachers, this law would be restrictive.
- 6-17-919:** Warrants void without certification. As the school will not necessarily employ only certified teachers, it would need a waiver from this restriction.
- 6-17-920:** Examination of teacher's contracts. The school intends to hire all teachers on an at-will basis.

- 6-17-1001: Minimum base salary- Master's degree. This will be our first year if approved and we have limited resources; therefore, the proposed EUDORA COMMUNITY CHARTER may not meet the minimum salary schedule in all classifications as required by Arkansas law.
- 6-17-1002: Salary amount- Annual Review. The proposed EUDORA COMMUNITY CHARTER SCHOOL salary schedule will continue to meet or exceed state salary schedules for like positions.
- 6-17-1501 through 6-17-1510: Teacher Fair Dismissal Act. As all school employees will be at-will, this law is not applicable. The school ensures that constitutional due process will be followed in all employee dismissal events.
- 6-17-1702 through 6-17-1705: Public School Employee Fair Hearing Act. As all school employees will be at-will, this law is not applicable. The school ensures that constitutional due process will be followed in all employee dismissal events.
- 6-18-508: Alternative learning environment. As the school will never exceed 360 students, its size will preclude it from being large enough to warrant an alternative learning environment.

#### **State Board Rules and Regulations Waivers Requested**

- Teacher Educational and Licensure. The school requests to ability to employ teachers that do not have state licensure.
- Certified Staff Salary Schedules. The EUDORA COMMUNITY CHARTER SCHOOL salary schedules exceed all state schedules for like positions.
- Waivers of Minimum Salaries for Certified Personnel. The EUDORA COMMUNITY CHARTER SCHOOL salary schedules exceed all state schedules for like positions.
- Expenditure Requirements by Arkansas Schools. Categories and formulae will not be applicable to the school.
- Minimum Schoolhouse Construction. The school will be adapting a historic structure for school use.
- Gifted & Talented Program Approval Standards. The school will not offer a separate GT program, but will integrate appropriate services within its extended day and year to meet each student's academic needs.
- Waivers of Earning Limitations under the Teacher Retirement System. The school could need to employ retired teachers in high need areas.

#### **Standards of Accreditation Waivers Requested**

- IV. C. Grades 5-8, #4 and #11 Social Studies. The school will integrate Arkansas History into social studies classes.
- V. A.2. The school will not offer contracts to administrators or teachers.
- V. B. #4 and #5. While the school would like to maintain similar student/teacher ratios as listed, it requests the flexibility to exceed those limits if necessary.
- X. A. The school requests not to employ a full-time superintendent when enrollment exceeds three- hundred.

- X. B. The school will have a person fulfilling similar responsibilities but will fall under the title of Principal.
- X. C. The school requests to not be restricted in its hiring practices but have maximum flexibility in employing and retaining the best staff available,
- XI. A. 3 It is the intent of the school to provide appropriate counseling services regardless of staffing ratios.
- XI. B. As the school is starting as a very small school, library access will be through the local library.
- XIII. The school will not offer a separate GT program, but will integrate appropriate services within its extended day and year to meet all individual academic needs.

**16. Provide a written evaluation describing the potential impact of the proposed charter school on the efforts of a public school district or districts to comply with court orders and statutory obligations to create and maintain a unitary system of desegregated public schools.**

EUDORA COMMUNITY CHARTER SCHOOL is currently planning to pull students from the school districts contained in Chicot County. Out of the current students attending public school in Chicot County, over 80% of the students are African-American. EUDORA COMMUNITY CHARTER SCHOOL anticipates having a population that will be over 80% African- American. Therefore EUDORA COMMUNITY CHARTER SCHOOL will not impact, or have a negative impact on, the public school district's ability to comply with any court orders and statutory obligations to create and maintain a unitary system of desegregated schools. The school will endeavor to maintain a student population that is annually within the acceptable range of racial balance as listed for Chicot County by the Arkansas Department of Education under 6-18-206 (g)(3), Public School Choice.

**Attachments must be included in the following order:**

- Applicant's attachments (if any) supporting narrative responses
- A copy of the school's calendar and daily schedule (required)
- Facility use agreement (required)
- Proposed budget using template provided (required)
- Proposed salary schedule for both administrative and teaching positions (required)
- Evidence of status as eligible entity (required)
- Signed Statement of Assurances Form (required)
- Lease Agreement as provided (required)

## School Reportcard 2007 (LAKESIDE MIDDLE SCHOOL (903017))

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## School Reportcard 2007 (LAKESIDE MIDDLE SCHOOL (903017))

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	Indicator1					
	Percent Tested Overall	Percent Below Basic	Percent Basic	Percent Proficient	Percent Advanced	Percent Proficient and Above
Grade Three Literacy						
Grade Three Mathematics						
Grade Four Literacy						
Grade Four Mathematics						
Grade Five Literacy						
Grade Five Mathematics						
Grade Six Literacy						
Combined Population	95% or Greater	16.8	38.9	31.6	12.6	44.2
African-American		15.5	43.7	33.8	7	40.8
Hispanic		27.3	27.3	27.3	18.2	45.5
Caucasian		15.4	23.1	23.1	38.5	61.5
Economic Disadvantaged		17.4	39.5	30.2	12.8	43
Students with Disabilities		RV	RV	RV	RV	RV
Limited English Proficient		RV	RV	RV	RV	RV
Female		13.5	36.5	28.8	21.2	50
Male		20.9	41.9	34.9	2.3	37.2
Migrant		RV	RV	RV	RV	RV

Limited English Proficient		RV	RV	RV	RV	RV
Female		10.8	21.6	32.4	35.1	67.6
Male		11.4	31.4	45.7	11.4	57.1
Migrant		RV	RV	RV	RV	RV
<b>Grade Four Literacy</b>						
Combined Population	95% or Greater	18.7	48	24	9.3	33.3
African-American		22.6	54.7	17	5.7	22.6
Hispanic		RV	RV	RV	RV	RV
Caucasian		6.7	20	53.3	20	73.3
Economic Disadvantaged		18.5	50.8	26.2	4.6	30.8
Students with Disabilities		RV	RV	RV	RV	RV
Limited English Proficient		RV	RV	RV	RV	RV
Female		13.5	43.2	35.1	8.1	43.2
Male		23.7	52.6	13.2	10.5	23.7
<b>Grade Four Mathematics</b>						
Combined Population	95% or Greater	24	22.7	29.3	24	53.3
African-American		30.2	26.4	30.2	13.2	43.4
Hispanic		RV	RV	RV	RV	RV
Caucasian		6.7	0	33.3	60	93.3
Economic Disadvantaged		24.6	23.1	29.2	23.1	52.3
Students with Disabilities		RV	RV	RV	RV	RV
Limited English Proficient		RV	RV	RV	RV	RV
Female		24.3	16.2	32.4	27	59.5
Male		23.7	28.9	26.3	21.1	47.4
<b>Grade Five Literacy</b>						
Combined Population	95% or Greater	23.6	50.6	23.6	2.2	25.8
African-American		21.9	52.1	24.7	1.4	26
Hispanic		RV	RV	RV	RV	RV

**Grade Six  
Mathematics**

Combined Population	95% or Greater	28.4	26.3	27.4	17.9	45.3
African-American		31	29.6	26.8	12.7	39.4
Hispanic		27.3	9.1	36.4	27.3	63.6
Caucasian		15.4	23.1	23.1	38.5	61.5
Economic Disadvantaged		31.4	24.4	25.6	18.6	44.2
Students with Disabilities		RV	RV	RV	RV	RV
Limited English Proficient		RV	RV	RV	RV	RV
Female		28.8	30.8	21.2	19.2	40.4
Male		27.9	20.9	34.9	16.3	51.2
Migrant		RV	RV	RV	RV	RV

**Grade Seven  
Literacy**

Combined Population	95% or Greater	15.1	37.6	29	18.3	47.3
African-American		19.4	41.9	29	9.7	38.7
Hispanic		RV	RV	RV	RV	RV
Caucasian		4.2	29.2	33.3	33.3	66.7
Economic Disadvantaged		18.1	41.7	23.6	16.7	40.3
Students with Disabilities		50	30	0	20	20
Limited English Proficient		RV	RV	RV	RV	RV
Female		9.3	27.9	39.5	23.3	62.8
Male		20.4	46.9	18.4	14.3	32.7

**Grade Seven  
Mathematics**

Combined Population	95% or Greater	43	20.4	22.6	14	36.6
African-American		51.6	22.6	19.4	6.5	25.8
Hispanic		RV	RV	RV	RV	RV
Caucasian		20.8	20.8	33.3	25	58.3
Economic Disadvantaged		48.6	20.8	18.1	12.5	30.6
Students with Disabilities		60	20	10	10	20



**Grade Six  
Mathematics**

Combined Population	95% or Greater	28.4	26.3	27.4	17.9	45.3
African-American		31	29.6	26.8	12.7	39.4
Hispanic		27.3	9.1	36.4	27.3	63.6
Caucasian		15.4	23.1	23.1	38.5	61.5
Economic Disadvantaged		31.4	24.4	25.6	18.6	44.2
Students with Disabilities		RV	RV	RV	RV	RV
Limited English Proficient		RV	RV	RV	RV	RV
Female		28.8	30.8	21.2	19.2	40.4
Male		27.9	20.9	34.9	16.3	51.2
Migrant		RV	RV	RV	RV	RV

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Combined Population	95% or Greater	15.1	37.6	29	18.3	47.3
African-American		19.4	41.9	29	9.7	38.7
Hispanic		RV	RV	RV	RV	RV
Caucasian		4.2	29.2	33.3	33.3	66.7
Economic Disadvantaged		18.1	41.7	23.6	16.7	40.3
Students with Disabilities		50	30	0	20	20
Limited English Proficient		RV	RV	RV	RV	RV
Female		9.3	27.9	39.5	23.3	62.8
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Mathematics**

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African-American		51.6	22.6	19.4	6.5	25.8
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Economic Disadvantaged		48.6	20.8	18.1	12.5	30.6
Students with Disabilities		60	20	10	10	20

**Arkansas Department of Education**  
**October 1st Enrollment By District**  
**2007 Compared With 2006**  
**Per Cycle 2 Submitted Through APSCN October 15th**

District Title	10-1-06	Rank 10-1-06	10-1-07	Rank 10-1-07	Variance	Rank Variance	Variance %	Rank Variance %
0903000-LAKESIDE SCHOOL DISTRICT	1,336	91	1,229	100	-107	252	-8.01%	241

0901000-DERMOTT SCHOOL DISTRICT	548	201	510	210	-38	198	-6.93%
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**0203000-HAMBURG SCHOOL DISTRICT**

Race	10-1-06	10-1-07	Variance	Variance %
A	0	2	2	
B	570	557	-13	-2.28%
H	162	176	14	8.64%
W	1,166	1,220	54	4.63%
<b>0203000-HAMBURG SCHOOL DISTRICT</b>	<b>1,898</b>	<b>1,955</b>	<b>57</b>	<b>3.00%</b>

**0903000-LAKESIDE SCHOOL DISTRICT**

Race	10-1-06	10-1-07	Variance	Variance %
A	3	3	0	0.00%
B	1,055	967	-88	-8.34%
H	87	84	-3	-3.45%
N	0	1	1	
W	191	174	-17	-8.90%
<b>0903000-LAKESIDE SCHOOL DISTRICT</b>	<b>1,336</b>	<b>1,229</b>	<b>-107</b>	<b>(8.01%)</b>

**0901000-DERMOTT SCHOOL DISTRICT**

Race	10-1-06	10-1-07	Variance	Variance %
B	476	465	-11	-2.31%
H	7	6	-1	-14.29%
W	65	39	-26	-40.00%
<b>0901000-DERMOTT SCHOOL DISTRICT</b>	<b>548</b>	<b>510</b>	<b>-38</b>	<b>(6.93%)</b>

For State's office verified 1,234 signatures. 1,000 valid signatures from registered Arkansas voters are required of political groups and independent candidates wishing to appear on the state's general election ballot for the offices of US President and Vice President.

Nader is the only certified independent presidential candidate. In addition to the three recognized state parties (Democratic, Republican, and Green), the Libertarian, Constitution, and Socialism & Liberation parties have also qualified to have their presidential and vice presidential nominees appear on the state ballot.

For more information on the voting process in Arkansas, please visit the Web at [www.votenaturally.org](http://www.votenaturally.org).

Even the cleanest homes are not safe from bugs and other household pests.



Kelley Paskel, four sons, and Robert Paskel and Ar four sons of Hutch

on the basis of age, race, color, creed, physical unsability, national origin or religion.

### ✓ Southeast Arkansas Human Development Associates plans to apply to Arkansas Department of Education to establish Charter School

The Southeast Arkansas Human Development Associates, a non-profit organization, established by the Education Reform Committee appointed by Mayor William Stanton of Eudora, will apply to the Arkansas Department of Education to establish a Charter School in Eudora.

The Southeast Arkansas Human Development Associates will host a public hearing August 27, 2008, 6 pm, upstairs at the Eudora City Hall, 239 S. Main Street, Eudora, Arkansas. Mrs. Juanita Burton, chairman of the committee, stated "The purpose of the meeting is to seek the involvement of the Eudora citizens in the planning process."

The Southeast Arkansas Human Development Associates submitted a Letter of Intent to the State Department of Education and two representatives from the organization attended the Applicants' Workshop sponsored by the Arkansas Department of Education on July 15, 2008, for organizations interested in establishing a charter school.

For questions, please contact Mrs. Burton at 870-355-7602 or you may write to the following address: Southeast Arkansas Human Development Associates, P.O. Box 97, Eudora, AR 71640.

#### NOTICE

valley, Penn. and his daughter, Mrs. Mary Ann, Penn. and his daughter, Mrs. Mary Ann, Penn.

*Wesley Ledger*

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six doctoral degrees, thirteen  
specialist degrees, 175 mas-  
ter's degrees, 728 bachelor's  
degrees, 71 associate's  
degrees, and three certifi-  
cates.

During the ceremony, 160  
seniors were recognized for  
outstanding academic  
achievement.

Five students graduated  
"In University Honors" for  
having completed a minimum  
of 24 credit hours of Honors

major area. Six graduated "In  
Honors" for having complet-  
ed a minimum of 18 credit  
hours of Honors courses.

Ten students graduated  
Summa Cum Laude with a  
4.0 grade point average  
while 58 students graduated  
Magna Cum Laude with a  
grade point average from  
3.80 to 3.99, and 86 students  
graduated Cum Laude with a  
grade point from 3.60 to 3.79.

## Local Man Travels Backwards Through Cafeteria

BEXAR COUNTY- Tom W., after using Thera-Gesic<sup>®</sup>  
on a sore left shoulder, was able on three consecutive  
days to go through the line ordering while only looking  
back at the food. When asked why, he painlessly replied:

"None of your dang business!"

Go painlessly with Thera-Gesic<sup>®</sup>



### NOTICE

Southeast Arkansas Human Development Associates  
plans to apply to Arkansas Department of Education to  
Establish Charter School.

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or you may write to the following address: Southeast  
Arkansas Human Development Associates, P.O. Box 97,  
Eudora, AR 71640.

7/30 & 8/6 & 13

Aug. 13

of the Fountain Hill folks coming over to the Portland and Vinito Mainline Clinics now and some to Dermott. We welcome them all and are happy to be here for any and all of them. The records of the Fountain Hill patients are at Portland and if anyone needs their records transferred, just give us a call at Portland and we will get it done.

It doesn't seem possible that the summer is almost over. Hamburg schools begin on August 18. Seems like yesterday they were getting out for the summer and we were going to the graduation exercises. Then, of course, the exodus of the college kids will be a week or so later. The town is going to be entirely too quiet.

We have our list of sick folks again...Lydia Kelley was in the hospital briefly last week and Buddy Rutledge will be at Chicot Memorial this week. Hope he won't be there long; don't know who will be tending his gardens! Gardens...the community

garden up at GPS has been wonderful this summer. Fred brought me a watermelon (one of my favorite things) last week. It was a small one; just the right size and was wonderful. I could almost live on watermelon and tomatoes in the summertime and I have been lucky to have a good supply of both, thanks to friends (and Bud.)

The clinics are all surprisingly busy. Ordinarily, late July and August are slow times, but this summer has

been quite unusual, with lots of folks sick. Almost everyone is back from vacations now, so we are ready for those sick folks, the school physicals, and all of the necessary things that go along with clinic activity. Dr. Hicks and Dr. McDaniels are both back full time now and are doing very well.

That's it for this time...stay cool, stay inside, and drink lots of water. That's my advice for this week! See you next time!

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#### NOTICE

**Southeast Arkansas Human Development Associates plans to apply to Arkansas Department of Education to Establish Charter School**

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Reeves of Dumas; two daughters, Abbie Darnell of Greenwood, Miss. and Carolyn Vargus of Longview, Texas; one brother, Joe Reeves of McGehee; three sisters, Syble Aknes of Pine Bluff, Gene Williams of Pine Bluff, and Hazel Williams of Pine Bluff; 20 grandchildren and one great-grandchild.

Visitation is today from 1 p.m. to 5 p.m. at Griffin Funeral Service in McGehee.

Graveside services will be Thursday at 10 a.m. at McArthur Cemetery with the

of the Fountain Hill folks coming over to the Portland and Vilnot Mainline Clinics now and some to Dermott. We welcome them all and are happy to be here for any and all of them. The records of the Fountain Hill patients are at Portland and if anyone needs their records transferred, just give us a call at Portland and we will get it done.

It doesn't seem possible that the summer is almost over. Hamburg schools begin on August 18. Seems like yesterday they were getting out for the summer and we were going to the graduation exercises. Then, of course, the exodus of the college kids will be a week or so later. The town is going to be entirely too quiet.

We have our list of sick folks again...Lydia Kelley was in the hospital briefly last week and Buddy Rutledge will be at Chicot Memorial this week. Hope he won't be there long; don't know who will be tending his gardens! Gardens...the community

garden up at GPS has been wonderful this summer. Fred brought me a watermelon (one of my favorite things) last week. It was a small one; just the right size and was wonderful. I could almost live on watermelon and tomatoes in the summertime and I have been lucky to have a good supply of both, thanks to friends (and Bud.)

The clinics are all surprisingly busy. Ordinarily, late July and August are slow times, but this summer has

been quite unusual., with lots of folks sick. Almost everyone is back from vacations now, so we are ready for those sick folks, the school physicals, and all of the necessary things that go along with clinic activity. Dr. Hicks and Dr. McDaniels are both back full time now and are doing very well.

That's it for this time...stay cool, stay inside, and drink lots of water. That's my advice for this week! See you next time!

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## NOTICE

**Southeast Arkansas Human Development Associates  
plans to apply to Arkansas Department of Education to  
Establish Charter School**

The Southeast Arkansas Human Development Associates, a non profit organization, established by the Education Reform Committee appointed by Mayor William Stanton of Eudora, will apply to the Arkansas Department of Education to establish a Charter School in Eudora.

The Southeast Arkansas Human Development Associates will host a public hearing August 20, 2008, 6:00 p.m., upstairs at the Eudora City Hall, 239 S. Main Street, Eudora, Arkansas. Mrs. Juanita Burton, Chairman of the Committee, stated "The purpose of the meeting is to seek the involvement of Eudora Citizens in the planning process."

The Southeast Arkansas Human Development Associates submitted a Letter of Intent to the State Department of Education and two representatives from the organization attended the Applicants' Workshop sponsored by the Arkansas Department of Education on July 15, 2008 for organizations interested in establishing a charter school.

For questions please contact Mrs. Burton at 870-355-7602 or you may write to the following address: Southeast Human Development Associates, P.O. Box 97,

Reeves of Dumas; two daughters, Abbie Darnell of Greenwood, Miss. and Carolyn Vargus of Longview, Texas; one brother, Joe Reeves of McGehee; three sisters, Syble Alones of Pine Bluff, Gene Williams of Pine Bluff, and Hazel Williams of Pine Bluff; 20 grandchildren and one great-grandchild.

Visitation is today from 1 p.m. to 5 p.m. at Griffin Funeral Service in McGehee.

Graveside services will be Thursday at 10 a.m. at McArthur Cemetery with the

# **PUBLIC HEARING ON CHARTER SCHOOL**

**WHEN: August 20, 2008**

**WHERE: CITY HALL (upstairs)**

**239 Main St**

**Eudora, AR**

**TIME: 6:00 P.M.**

Southeast Arkansas Human Development Associates filed a letter of intent with the Arkansas Department of Education to submit an application for an open enrollment charter school in Eudora. Please come out and share your thoughts and ideas.



Public Hearing /Charter School/Eudora, AR

August 20, 2008

Sign-in Sheet

1. PAULINE DAVIS
2. Terrell Butler
3. Cathy Jones
4. Lamont Wilcox
5. Hazel Ingraham
6. Raymond Staples
7. Presley
8. Ms M. L. Gilbert
9. Marcell Jones
10. Denise Jones
11. Rosamund Green
12. Willie H. Green
13. Joseph J. Higgins
14. Jacee Ray Johnson
15. Kenneth Darden
16. David Green, Jr.
17. Mary Bates
18. Casandra K.
19. FRANK FARRIS
20. Jeff Look
21. Shawn Look
22. Vivan Kendrick

Public Hearing /Charter School/Eudora, AR

August 20, 2008

Sign-in Sheet

1. Cheryl Norman
2. Cathy Nash
3. Charles Anglin
4. Arthur Johnson
5. Josephine Johnson
6. Kearney, Eric D.
7. Faddie Green
8. Terral Bankers
9. Shatavia Tucker
10. Tyunceion Brown
11. Markos Ingraham
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.
- 21.
- 22.

# Eudora Community Charter School's School Calendar

2009-2010

YEAR	MONTH	DATE	
2009	August	10-14	Administration / Teacher* Planning
		17-21	Administration / Teachers Planning
		24-28	School opening – 1 <sup>st</sup> Week
		31-	School
	September	1-4	School
		7-11	7 <sup>th</sup> Labor Day (out)
		14-18	School
		21-25	
		28-30	
	October	1-2	School
		5-9	
		12-16	
		19-23	
		27-31	
	November	2-6	School
		9-13	
		16-20	
		23-27	Thanksgiving (out)
		30	School
	December	1-4	School
		7-11	
		14-18	
		21-	Christmas Break

Eudora Community Charter School's School Calendar  
2010-2011

YEAR	MONTH	DATE	
200	January	1	New Year (out)
		4-8	School
		11-15	Martin Luther King Jr. (out)
		18-22	
		25-29	
	February	1-5	School
		8-12	
		15-19	
		22-26	
	March	1-5	School
		8-12	
		15-19	
		22-26	Spring Break
		29-31	School
	April	1-2	School
		5-9	
		12-17	
		21-25	
		28-30	
	May	3-7	School
		10-14	
		17-21	
		23-27	
		30	Last week of School

## Eudora Community Charter School's School Schedule

2011-2012

Time	Monday	Tuesday	Wednesday	Thursday	Friday
7:44-6:05	Breakfast	Breakfast	Breakfast	Breakfast	Breakfast
8:10-9:10	Math Theory	Math Theory	Math Theory	Math Theory	Math Theory
9:15-10:15	English Language Arts	English Language Arts	English Language Arts	English Language Arts	English Language Arts
10:20-11:20	Reading	Reading	Reading	Reading	Reading
11:25-11:50	Lunch	Lunch	Lunch	Lunch	Lunch
11:55-12:35	A+ Math	A+ Math	A+ Math	A+ Math	A+ Math
12:40-1:00	Physical Ed. Health	Physical Ed. Health	Physical Ed. Health	Physical Ed. Health	Physical Ed. Health
1:05-2:05	Science	Science	Science	Science	Career Awareness
2:10-2:50	A+ English Language Arts	A+ English Language Arts	A+ English Language Arts	A+ English Language Arts	A+ English Language Arts
2:50-3:00	Dismissal	Dismissal	Dismissal	Dismissal	Dismissal
3:00-5:00	Tutorial	Tutorial		Tutorial	
		<u>Second</u>	<u>Semester</u>		
1:05-2:05	Social Studies	Social Studies	Social Studies	Social Studies	Keyboarding

**OPEN-ENROLLMENT PUBLIC CHARTER SCHOOL  
FACILITIES UTILIZATION AGREEMENT AND LEASE AGREEMENT**

Lessor (Owner): **City of Eudora**

Lessee (Tenant): **Eudora Charter School**

Any information regarding affiliation, family ties, or other relationships between the Lessor (Owner) and Lessee (Tenant) must be disclosed with the facilities lease agreement.

Describe the present use  
Of the facility and use for  
Prior three (3) years:

**At the present time the facility is vacant. The building has been unoccupied for 2 years. The building was utilized by the Phoenix Youth Opportunities organization from 1996-2005.**

Premises: **904 Baker Street Eudora, Arkansas 71640**  
address

**16,855**  
Square footage

Terms of Lease: **30 years**

Rental Amount: **\$360. 00 per year**

Contingency: The terms of this agreement are contingent upon  
**Southeast Arkansas Human Development Associates (SAHDA)**  
(Sponsoring entity)  
receiving a charter to operate an open-enrollment public charter school  
from the State Board of Education by August 2009.

Statutory Language Concerning No Indebtedness: No indebtedness of any kind incurred or created by the open-enrollment public charter school shall constitute an enrollment public charter school shall involve or be secured by the faith, credit, or taxing power of the state or its political subdivisions.

Lessee:  
**City of Eudora**

By William J. Turner

Date 08-28-08

Lessor:  
**Southeast Arkansas Human  
Development Associates (SAHDA)**

By John W. Burton

Date 08-28-08

## LEASE AGREEMENT

This Agreement, made this 25<sup>th</sup> day of August, between City of Eudora, whose address is 239 South Main Street (the Lessor) and Southeast Arkansas Human Development Associates, whose address is 1424 North Main, (the Lessee) witnesseth:

1. **Leased Premise.** For and in consideration of the rents, covenants and agreements herein entered into and agreed upon by the Lessee as obligations to the Lessor, the Lessor lets, leases and demises until Lessee, subject to the terms and conditions contained herein, the following described property situated in Chicot County, Arkansas:

### (DESCRIPTION)

To have and to hold the premises unto the Lessee for and during the term herein stated, subject to the covenants, terms, conditions and liens herein contained.

2. **Term.** This lease shall commence on January 2, 2009, and shall extend for a term of 30 [years] [months], ending at midnight on January 2, 2039. [Note: if the lease is a periodic tenancy, rather than an estate for years, these provisions will have to be altered accordingly.]

3. **Rent.** Lessee agrees to pay to Lessor as rental for the full term of this lease the sum of \$360.00, payable in 1 equal [yearly] installments of \$360.00, to be paid in advance on the first day of January 2, 2009, and on the first day of each and every year thereafter during the term of this lease.

4. **Signs.** Lessee shall not erect or install any exterior signs or advertising of any kind without the written consent of Lessor having first been obtained. Lessee agrees not to utilize any form of advertising that may or shall be deemed objectionable to Lessor or to the general public, including but not limited to loudspeakers, phonograph or related electronic equipment, radios, or similar devices which will be operated in such a manner as to project sound outside of the leased premises.

5. **Lessor's Repairs.** Lessor shall not maintain the exterior walls, doors and roof of the structure(s) upon the leased premises in a reasonable state of repair [and shall make such repairs to the surface of the parking area] as may be required to keep and maintain the same in a good and tenantable condition. If Lessee is deprived of the use of [a substantial portion] [more than 50 percent] of the leased premises during the making of any such repairs by the Lessor, the rent shall be abated or proportionately reduced according to the extent to which Lessee is deprived of such use.

6. **Lessee's Repairs.** Lessee shall keep the interior of the building, including interior walls and doors, wiring, plumbing, and window and door glass, in good repair, and shall maintain the heating and air conditioning equipment, all at Lessee's expense. Lessee agrees to satisfy promptly any lien or valid claim asserted against the leased premises for work done or materials furnished. Lessee shall, at the termination, surrender or forfeiture of this lease, return the premises with the interior, including all of the above items, in as good and satisfactory condition as the same was at the beginning of the lease, normal wear and tear excepted.

7. **Taxes.** [Lessor] [Lessee] shall pay any and all ad valorem taxes and special improvement district taxes levied and assessed against the premises and the improvements located thereon during the term of this lease. Such taxes and assessments shall be pro-rated for any fractional calendar year.

8. **Use.** Lessee agrees to use the leased premises for the purpose of operating charter school and for no other purpose or purposes without the written consent of Lessor and the Arkansas State Board of Education having been obtained in advance.

9. **Payment of Rent and Notices.** The rent payable hereunder shall be paid to Lessor at Eudora City Hall. Any notice provided for herein shall be given by certified mail with postage prepaid, address, if to Lessor, at the address to which the rent is then paid, and if to Lessee, at 239 South Main Street Eudora, Arkansas 71640. The person and the place to which notices are to be mailed may be changed by either party by notice to the other party.

10. **Assignment.** Lessee shall not assign this lease or sublet the leased premises without prior written consent of the Lessor and the Arkansas State Board of Education. Any such assignment or subletting shall in no way relieve Lessee from liability for the obligation imposed by this lease. Lessee may only be released from liability by a specific written release executed by Lessor.

11. **Lessee's Default.** If lessee shall be in default as to the payment of rent for a period of [thirty (30) days], or as to any other covenant herein provided for more than [thirty (30) days] after receipt of notice from Lessor specifying such default, or if any petition be filed in bankruptcy, including petitions for arrangements and reorganization, by or against Lessee and such petition be not dismissed within [thirty (30) days] after its filing, or if a receiver or trustee be appointed for Lessee by reason of Lessee's insolvency or inability to pay its creditors, Lessor shall have the right, without limitation upon any other rights which may be given lessor by law or be any other provision of this lease agreement, re-enter the leased premises and relet the same as agent for Lessee upon the best terms and conditions reasonably obtainable, and Lessee shall be liable to the Lessor for the difference, if any, between the rent so obtained and the minimum rent stipulated to be paid in this lease. Lessee agrees that in such event [he, it] will vacate the leased premises without further notice, and if it becomes necessary to bring any legal action to recover possession, Lessee agrees to pay a reasonable fee for the attorney of Lessor in such action.

12. **Non-Waiver.** It is agreed that the failure to Lessor to invoke any of the available remedies under this lease or under law in the vent of one or more breaches or defaults by Lessee under the lease shall not be construed as a waiver of such provisions and conditions and shall not prevent Lessor from invoking such remedies in the event of any future breach or default.

13. **Holdover.** Lessee hereby agrees that upon the emanation of this lease by expiration or by earlier termination for any reason whatsoever, Lessee will peaceably deliver possession of the leased premises to Lessor. In the event Lessee shall be permitted by Lessor to hold over after the expiration or termination of this lease, or any extension thereof, such holding over (in the absence of any written agreement to the contrary) shall be construed as a tenancy from calendar month to calendar month at a monthly rental equal to the rental for the last month paid under this lease. A month-to-month tenancy arising by Lessee's holding over under this paragraph may be terminated by written notice from either party to the other party on or before the day on which any monthly rent is due with termination not becoming effective until the day on which the next following monthly rental would have otherwise become due. In the event it should become necessary for Lessor to institute any action at law to recover possession at the time of termination may occur, Lessee agrees that it will pay all costs and expenses of such action, including reasonable attorney's fees.



14. **Casualty.** If at any time the leased premises, [or the building which forms the principal component of the leased premises,] should be damaged by fire, or other major casualty not the fault of Lessee, and the cost of repairing the damage does not exceed twenty percent (20%) of the value of the improvements of the premises herein leased, [or the building which reasonably practicable repair the damage caused by fire or other casualty. If, however, the damage should exceed twenty percent (20%) of the value of the improvements of the premises herein leased, [or the building which forms the principal component part of the leased premises,] the Lessor shall have the option of either repairing the premises as set out above or terminating this lease as of the date of fire or other casualty by notice to Lessee within thirty (30) days after such date. If the damage should render the leased premises untenable for the use of the Lessee's business as set for herein, the rental from the date of fire, or other major casualty not the fault of Lessee, to the date of the completion of the restoration of the premises shall be abated, such abatement being figured on a pro rata basis of the rentals, herein provided.

15. **Condemnation.** In the event all of the leased premises or such part thereof as renders the leased premises unsuitable for use in the activity or business of the Lessee, shall be acquired or taken by eminent domain for any public or quasipublic purpose, then the term of this lease shall cease and terminate as of the date of taking

In the event that a partial taking does not render the leased premises unsuitable for use in the activity or business of the Lessee, this lease shall continue in full force and effect with a reduction in the rent proportionate to the amount of usefulness or necessity of the leased premises actually taken.

All damages awarded as a result of any taking, except such damages as are herein defined as Lessee's damages, shall be awarded to Lessor. Lessee shall be entitled to receive all damages which are compensation for damages to the leasehold estate and for removal of Lessee's business, fixtures and equipment. Lessee's right to damages shall be a right against the taking authority alone, and Lessee shall not be entitled to recover any damages from Lessor.

16. **Insurance on Improvements.** [Lessee] shall maintain, at [Lessee's] expense, fire, hazard and extended coverage insurance, [including plate glass insurance,] in the amount of the replacement value of any improvements erected upon the leased premises. A certificate of such insurance shall be delivered to [Lessor] prior to the inception of this lease. [Lessee] shall reimburse [Lessor] for the premiums paid for such insurance upon receipt of notice of the amount due. If [Lessor] is required to pay such premiums.

17. **Insurance on Lessee's Property.** Lessee shall be solely responsible for maintaining insurance on [his, its] property, including but not limited to movables, trade fixtures installed by Lessee, furniture, furnishings and inventory.

18. **Liability Insurance.** Lessee shall, during the term of this lease, maintain public liability insurance on the leased premises and on the business operated by the Lessee or any subtenant occupying the leased premises. The limits of such public liability insurance shall not be less than \$100,000 per person, 1 accident, and \$200,000 for property damage. The policy representing such insurance shall name Lessor, [its successor, or his heirs] and assigns, and Lessee as insured. Such policy shall contain a clause that the insurer will not cancel or change the insurance without giving lessor, [its successors, or his heirs] or assigns, ten (10) days' written notice, and a certificate of such insurance shall be delivered to Lessor prior to the inception of this lease.

19. **Common Areas.** Any parking area or other common areas which Lessor may provide shall be for the joint use of Lessor, Lessee, other tenants of Lessor, and the customers, invitees and employees of the Lessor, Lessee, and other tenants of Lessor; Lessor hereby grants to Lessee the right, during the term of this lease, to use any parking area and other common areas which may be provide in common with others entitled to the use thereof. The use thereof shall be subject to such reasonable regulations or limitations as Lessor shall make or require from time to time.

20. **Compliance with Laws.** Lessor and Lessee agree not to violate any law, ordinance, rule or regulation of any governmental authority having jurisdiction of the leased premises and, if required solely by reason of Lessee's type business, to make nonstructural repairs, improvements and alterations to the interior of the building on the leased premises and the common areas required by such authority.

21. **Trash.** All trash and refuse deposited outside the building must be placed in sufficient receptacles furnished by Lessee [approved by the Public Works Department ].

22. **Title and Quiet Enjoyment.** Lessor covenants and warrants that it is the owner in fee simple absolute of the leased premises and may lease the premises as herein provided. Upon payment by Lessee of the rents herein provided and upon the observance and performance of all the covenants, terms and conditions upon Lessee's part to be observed and performed, Lessee shall peaceably and quietly hold and enjoy the demised premises for the term hereby demised without hindrance or interruption by Lessor or any other person or persons lawfully or equitably claiming by, through or under Lessor, subject to the terms and conditions of this lease.

23. **Succession.** This lease agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

24. **Waste.** Lessee agrees not to commit waste, nor permit waste to result or to be done to or upon the property and premises; not to conduct any business thereon or therein, nor store or permit to be stored thereon or therein any explosives, combustible substances or materials of any nature, which would increase the fire hazard or cause a premium to be charged for insurance higher than that charged for the present use of such property; and not to operate, nor permit to be operated, nor to exist thereon or therein, any public or private nuisance.

25. **Assets.** Lessor and Lessee agree that pursuant to Ark. Code Ann. & 6-23-506: Upon dissolution of the open-enrollment charter school or upon non-renewal of the charter, all net assets of the open-enrollment charter school purchased with public funds shall be deemed the property of the State, unless otherwise specified in the charter of the open-enrollment charter school.

26. **State Immunity.** Lessor and Lessee agree that no indebtedness of any kind incurred or created by the open-enrollment charter school shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the open-enrollment charter school shall involve or be secured by the faith, credit or taxing power of the State or its political subdivisions.

Furthermore, Lessor and Lessee agree that the Lessee shall not use the moneys received from the State pursuant to Ark. Code Ann. && 6-23-101, 6-23-201, 6-23-301, 6-23-401 or 6-23-501 et seq., for any sectarian programs or activity or as collateral for any debt, including any debt incurred by Lessee to Lessor pursuant to the provisions of the Lease Agreement.

27. **Use of State Funds.** Lessor and Lessee agree that Lessee shall not pay for any improvements, upgrades, additions or repairs to the leased facility described herein except as a reasonable part of the agreed upon rent payment described in paragraph 3 and those agreed upon Lessee repairs agreed upon in paragraph 7 of this Agreement. Furthermore, to the extent that any portion of rent payment in paragraph 3 or Lessee repairs in paragraph 7 are to be paid from State funding, the Lessor and Lessee shall provide a detailed budget and expenditure report specifying exactly that portion of rent payment or repair cost concerning any improvements, upgrades, additions or repairs to the lease facility and the amount of State funds to be used to support those components of the rent or repair cost to the Lessee.

28. **State Approval.** Lessor and Lessee agree that to the extent this Lessee will use any State funds from the Arkansas Public School Fund to pay the obligations of this lease agreement, the Lessee is first required to submit a copy of a detailed lease agreement (along with attached budget and expenditure report) setting forth all terms required herein along with any other relevant information required by the Arkansas State Board of Education and obtain the express approval of the Arkansas State Board of Education; otherwise this Agreement shall be considered null and void. Furthermore, neither the Lessor nor the Lessee shall change the terms or conditions of this Agreement without first obtaining the express approval of the Arkansas State Board of Education. Any such change without the express approval of the Arkansas State Board of Education shall be considered null and void to the extent State funds are used as consideration to meet the obligations contained herein.

29. **Health, Safety, Facility and Zoning Codes.** The Lessor and Lessee agree that the above described lease facility and the location of the facility comply with and meet all health, safety, facility and proper zoning codes of the State of Arkansas or any political subdivision of the State. Specifically, the Lessor agrees covenants and warrants that the above described lease facility meets all state and local laws, regulations and ordinances with regard to fire, safety and health code conditions and requirements and that the facility is properly located in an appropriate zoned area sufficiently removed from any adult novelty, liquor or gaming locations of business or transaction so as to comply with state or local laws, ordinances or regulations and thus be in compliance with Ark. Code Ann. 6-23-401.

30. **Severability.** Each paragraph of this lease agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

31. **Interpretation.** This lease agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

32. **Entire Agreement.** This lease agreement contains the entire agreement of both parties hereto, and no other oral or written agreement shall be binding on the parties hereto. This lease agreement supersedes all prior agreements, contracts and understandings of any kind between the parties relating to the subject matter thereof. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

33. **Notice.** All notices, requests, demands and other communications required by or permitted hereunder shall be in writing and shall be deemed to have been duly given when received by the party to whom directed; provided, however, that notice shall be conclusively deemed given at the time of its deposit in the United States mail when sent by certified mail, postage prepaid, to the other party at the following addresses (or at such other addresses as shall be given in writing by either party to the other):

**[List Addresses]**

34. **Release of Dower:** The undersigned, wife of Lessor herein, does hereby release and relinquish unto Lessee, for the term hereof and any extension thereof, all rights of dower and homestead which she has in the leasehold estate conveyed hereby to Lessee.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this 28 day of August, 2008.

William Stanton  
Lessor

\_\_\_\_\_  
[Wife of Lessor]

Janita Kern Burton  
Lessee

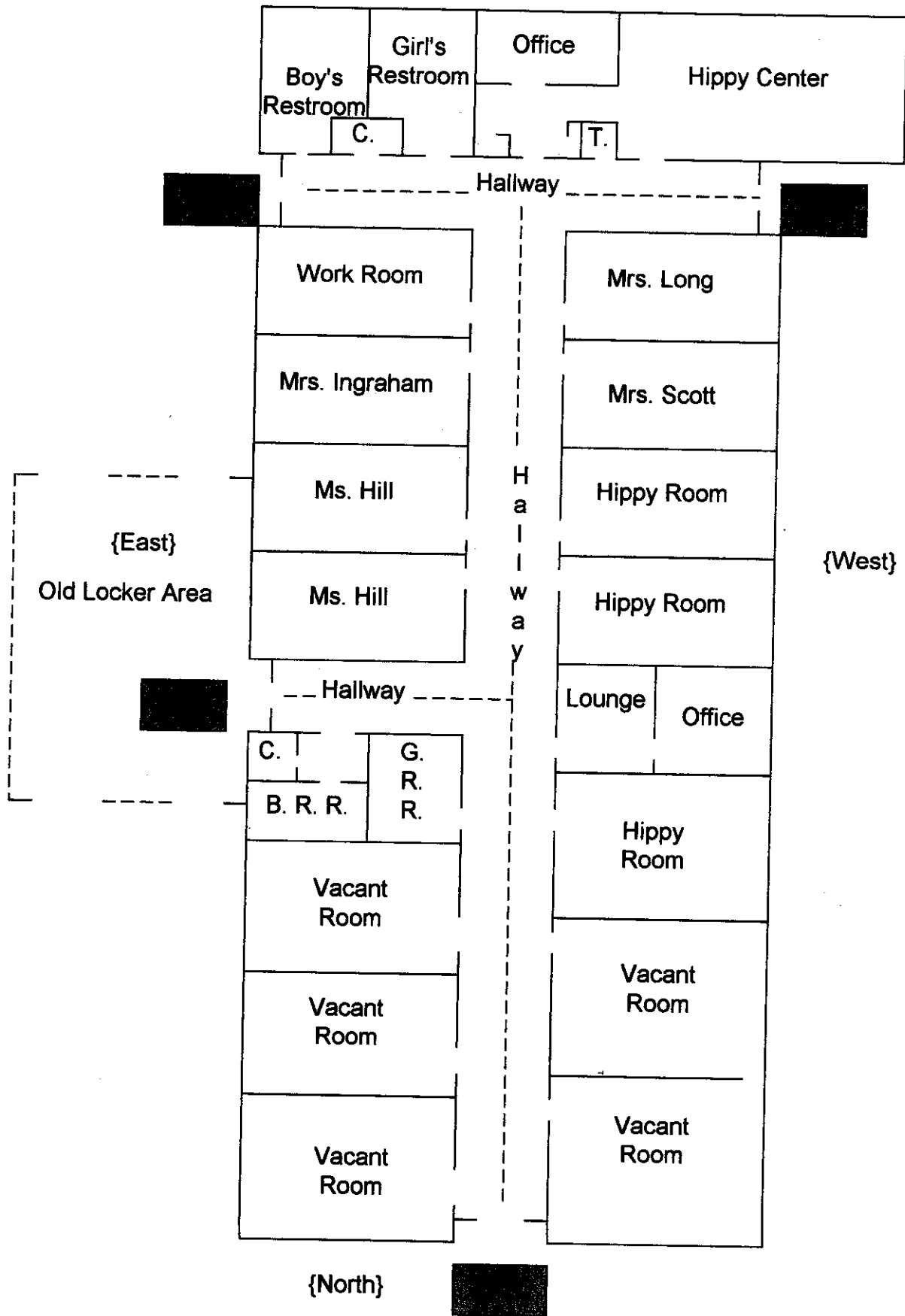
**[ACKNOWLEDGMENT]**

Bridgette Kern Berry  
8-28-2008

THIS AGREEMENT made between City of Eudora (the Lessor) and Southern Arkansas Human Development Associates (the Lessee), WITNESSETH:

For and in consideration of the covenants and agreements hereinafter contained, Lessor does hereby let, lease and demise unto Lessee, and Lessee does hereby lease from Lessor, the following described premises in the City of Eudora, County of Chicot, State of Arkansas:

Upper Johns Elementary  
{South}



**Public Charter School Application  
Budget Worksheet/Template**

**Revenues**

	<u>Amount</u>	<u>Total</u>
State Public Charter School Aid:		
No of Students (120) x \$5,789 State Foundation Funding	694,680	694,680
No of Students (120) x \$36.00 Enhancement Funding	4,320	<u>4,320</u>
Total State Charter School Aid	<u>          </u>	699,000
Other Sources of Revenue:		
Private Donations or Gifts	<u>          </u>	
Federal Grants (List the amount)	<u>150,000</u>	
Special Grants (List the amount)	<u>0</u>	
Other (Specifically describe) NSLP	<u>86,880</u>	
Total Other Sources of Revenue		<u>236,880</u>
<b>TOTAL REVENUES</b>		<b>935,880</b>

**Expenditures**

	<u>Amount</u>	<u>Total</u>
Administration:		
Salaries: (No. of Positions <u>2</u> )	<u>90,000</u>	
Fringe Benefits	<u>26,100</u>	
Purchased Services	<u>          </u>	
Supplies and Materials	<u>2,000</u>	
Equipment	<u>          </u>	
Other (Describe)	<u>          </u>	<u>118,100</u>
Regular Classroom Instruction:		
Salaries: (No of Positions <u>8</u> )	<u>264,000</u>	
Fringe Benefits	<u>86,130</u>	
Purchased Services	<u>20,000</u>	
Supplies and Materials	<u>5,460</u>	
Equipment	<u>          </u>	
Other (Describe) TFA/Americorps/Parent Volunteer	<u>33,000</u>	<u>408,590</u>
Special Education:		
Salaries: (No of Positions <u>1</u> )	<u>35,000</u>	
Fringe Benefits	<u>10,150</u>	
Purchased Services	<u>          </u>	
Supplies and Materials	<u>3,000</u>	
Equipment	<u>          </u>	
Other (Describe)	<u>          </u>	<u>48,150</u>

**Gifted and Talented Program:**

Salaries: (No of Positions \_\_\_\_)  
 Fringe Benefits  
 Purchased Services  
 Supplies and Materials  
 Equipment  
 Other (Describe)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
\$0.00

**Alternative Education Program:**

Salaries: (No of Positions \_\_\_\_)  
 Fringe Benefits  
 Purchased Services  
 Supplies and Materials  
 Equipment  
 Other (Describe)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
0

**Guidance Services:**

Salaries: (No of Positions .5)  
 Fringe Benefits  
 Purchased Services  
 Supplies and Materials  
 Equipment  
 Other (Describe)

\_\_\_\_\_  
20,000  
5,800  
 \_\_\_\_\_  
1,250  
 \_\_\_\_\_  
27,050

**Health Services:**

Salaries: (No of Positions \_\_\_\_)  
 Fringe Benefits  
 Purchased Services  
 Supplies and Materials  
 Equipment  
 Other (Describe)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
15,500  
2,500  
2,500  
20500

**Media Services:**

Salaries: (No of Positions \_\_\_\_)  
 Fringe Benefits  
 Purchased Services  
 Supplies and Materials  
 Equipment  
 Other (Describe)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
0

**Fiscal Services:**

Salaries: (No of Positions \_\_\_\_)  
 Fringe Benefits  
 Purchased Services  
 Supplies and Materials  
 Equipment  
 Other (Describe)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
6,000  
 \_\_\_\_\_  
6,000



**Maintenance and Operation:**

Salaries: (No of Positions <u>.5</u> )	<u>10,000</u>	
Fringe Benefits	<u>1,000</u>	
Purchased Services (include utilities)	<u>50,000</u>	
Supplies and Materials	<u>5,000</u>	
Equipment	_____	
Other (Describe)	_____	66,000

**Pupil Transportation:**

Salaries: (No of Positions <u>    </u> )	_____	
Fringe Benefits	_____	
Purchased Services	_____	
Supplies and Materials	_____	
Equipment	_____	
Other (Describe)	_____	

**Food Services:**

Salaries: (No of Positions <u>2</u> )	<u>30,000</u>	
Fringe Benefits	<u>8,700</u>	
Purchased Services	<u>86,880</u>	
Supplies and Materials	<u>5,000</u>	
Equipment	_____	
Other (Describe)	_____	130,580

**Data Processing:**

Salaries: (No of Positions <u>1</u> )	<u>20,800</u>	
Fringe Benefits	<u>6,032</u>	
Purchased Services (include utilities)	_____	
Supplies and Materials	<u>10,000</u>	
Equipment	<u>10,000</u>	
Other (Describe)	_____	<u>46,832</u>

**Substitute Personnel:**

Salaries: (No of Positions <u>    </u> )	_____	
Fringe Benefits	_____	

**Facilities:**

Lease/Purchase(contract for one total year including facility upgrades)	<u>360</u>	360
Please list upgrades:	_____	

Utilities (contract for one total year including facility upgrade)

Insurance (contract for one total year including facility upgrades)

Property Insurance

Content Insurance

Debt Expenditures:

Other Expenditures:

(Describe) Technology

40,000

40,000

**TOTAL EXPENDITURES**

912,162



INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUL 20 2007

SOUTHEAST ARKANSAS HUMAN  
DEVELOPMENT ASSOCIATES  
239 S MAIN ST  
EUDORA, AR 71640

Employer Identification Number:  
30-0406971  
DLN:  
17053111744007  
Contact Person:  
CHRIS BROWN ID# 31503  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
January 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
February 22, 2007  
Contribution Deductibility:  
Yes  
Advance Ruling Ending Date:  
January 31, 2012

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)

## **OPEN- ENROLLMENT CHARTER SCHOOL APPLICATION STATEMENT OF ASSURANCES**

The signature of the Chief Operating Officer of the charter school certifies that the following statements are addressed through policies adopted by the charter school and if approved, the governing body, administration, and staff of the open-enrollment charter shall abide by them:

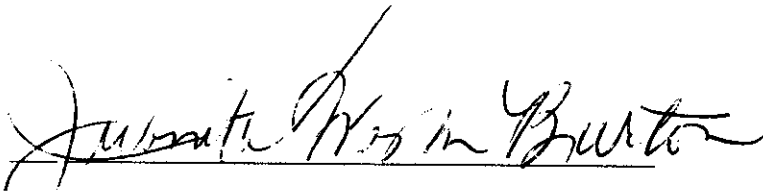
1. The information submitted in this application is true to the best of my knowledge and belief and this petition has been or is being sent to the superintendent of all the districts from we intend to draw students.
2. The proposed open-enrollment charter school shall be open to all students, on a space available basis, and shall not discriminate in its admission policy on the basis of race, color, national origin, creed, sex, ethnicity, sexual orientation, mental or physical disability, age, ancestry, athletic performance, special need or proficiency in the English language, and academic achievement. However, the charter may provide for the exclusion of a student who has been expelled from another public school district.
3. The proposed open-enrollment charter school hiring and retention policies of administrators, teachers, and other employees shall not discriminate on the basis of race, color, national origin, creed, sex, ethnicity, sexual orientation, mental or physical disability, age, ancestry, or special need.
4. The proposed open-enrollment charter school shall operate in accordance with federal laws and rules governing public schools; applicable provisions of the Arkansas Constitution; and state statutes or regulations governing public school not so waived by the approved charter.
5. The proposed open- enrollment charter school shall not incur any debts without the prior review and approval of the Principal of the Department of Education.
6. The proposed open- enrollment charter school shall not impose taxes or charge students tuition or fees that would not be allowable charges in the public district.
7. The proposed open- enrollment charter school shall not be religious in its operations or programmatic offerings.
8. The proposed open-enrollment charter school shall ensure that any of its employees who qualify for membership in the Arkansas Teacher Retirement System or the State and Public School Employee Insurance Program shall be covered under those systems to the same extent a qualified employee of a school district is covered.
9. The employees and volunteers of the open- enrollment charter school are held immune from liability to the same extent as other public school district employees and volunteers under applicable state laws.
10. The open enrollment charter school shall be reviewed for its potential impact on the efforts of the public school districts within the proximity of the open- enrollment charter school to comply with court orders and statutory obligations to create and maintain a unitary system of desegregated public schools.
11. The proposed open- enrollment charter school shall comply with all health and safety laws, rules and regulations of the federal, state, county, region, or community that may apply to the facilities and school property.
12. The proposed open enrollment charter school shall not use any funds it receives from the state for any sectarian program or activity or as collateral for debt.
13. The charter applicant should know that certain provisions of state law shall not be waived. The proposed open- enrollment charter school is subject to any prohibition, restriction, or requirement imposed by Title 6 of the Arkansas Code Annotated and any rule and regulation approved by the State Board of Education under this title relating to:

- a. Monitoring compliance with Arkansas Code Title 6, Chapter 23, Charter Schools, as amended by Act 1311 of 2001, as determined by the Principal of the Department of Education;
- b. Conducting criminal background checks for employees ;
- c. High school graduation requirements as established by the State Board of Education;
- d. Special education programs as provided by this title;
- e. Public school accountability under this title; and
- f. Health and safety codes as established by the State Board of Education and local governmental entities.

14. The facilities of the proposed charter school shall comply with all requirements for accessibility for individuals with disabilities in accordance with the ADA and IDEA and all other stat federal laws.

15. Should the open-enrollment public charter school voluntarily or involuntary close, the applicant should know that any fees associated with the closing of the school including but not limited to removal of furniture, equipment, general expenses, etc. are the sole responsibility of the sponsoring entity. No indebtedness of any kind incurred or created by the open-enrollment public charter school shall constitute an indebtedness of the state or the political subdivisions, and no indebtedness of the open-enrollment public charter school shall involve or be secured by the faith, credit, or taxing power of the state or its political subdivisions. In the case of school closure, property bought with state funds may be sold if required by the State Board of Education. The state has a perfected priority security interest in the net proceeds from the sale or liquidation of the property to the extent of the public funds used in the purchase.

---



Signature of Chief Operating Officer of the School

Date: 8/28/2008

Juanita Weston Burton

Print or type name



# ARKANSAS DEPARTMENT OF EDUCATION

Dr. T. Kenneth James  
Commissioner

**State Board  
of Education**

Randy Lawson  
Bentonville  
Chair

Dr. Naccaman Williams  
Springdale  
Vice Chair

Sherry Burrow  
Jonesboro

Jim Cooper  
Melbourne

Brenda Gullett  
Fayetteville

Sam Ledbetter  
Little Rock

Alice Mahony  
El Dorado

Dr. Ben Mays  
Clinton

Diane Tatum  
Pine Bluff

September 26, 2008

Mr. Andrew Taylor  
Eudora Community Charter School  
2450 Hwy 65 South  
Eudora, AR 71640

Dear Applicant:

The Arkansas Department of Education (ADE) has completed the evaluation process of the applications for Open Enrollment Public Charter Schools as per 9.01 of the ADE Rules Governing Charter Schools. Enclosed is a copy of that evaluation for your review.

In accordance with the Charter School rules, you are allowed to submit a written response to this evaluation. Written responses must be **in the Charter School Office no later than 4:00 p.m., Friday, October 17, 2008.** Responses received after that date will not be processed.

Responses should be sent to the following address:

Dr. Mary Ann D. Brown  
Charter School Office  
Four Capitol Mall, Room 305-B  
Little Rock, AR 72201

Please feel free to contact the Charter School Office to verify receipt of your written response at (501) 683-5313.

Thank you,

A handwritten signature in black ink, reading "Mary Ann D. Brown, Ed.D.".

Mary Ann D. Brown, Ed.D.  
Charter School Program Director

MAB/ler/ms

Enclosure: Public Charter School Application Evaluation Report

Four Capitol Mall  
Little Rock, AR  
72201-1019  
(501) 682-4475  
ArkansasEd.org

**2008-2009**  
**Public Charter School**  
**Application Evaluation Report**

**Eudora Community Charter School**



**Provided by:**  
**Arkansas Department of Education**  
**Charter School Office**



# ARKANSAS DEPARTMENT OF EDUCATION

## Arkansas Department of Education

### Charter School Application Evaluation Instrument

*The following instrument will be used to evaluate applications submitted to the Arkansas Department of Education ("ADE") for the establishment of new public charter schools. This instrument is only intended to provide clarity, transparency and consistency in the charter school application review process.*

The ADE will use the following instrument only to evaluate the quality of a charter school application against the criteria stated herein. For each of the application requirements, the criteria define the characteristics and elements of a response that meet the standard for charter approval. The following definitions will guide the rating of each information requirement:

**Meets the Standard:**

The response reflects a thorough understanding of key issues and demonstrates capacity to open and operate a quality charter school. It addresses the topic with specific and accurate information that shows thorough preparation and presents a clear, realistic picture of how the school expects to operate.

**Partially Meets the Standard:**

The response addresses most of the criteria, but response lacks meaningful detail and requires important additional information.

**Does Not Meet the Standard:**

The response lacks meaningful detail, demonstrates lack of preparation, or otherwise raises substantial concerns about the applicant's understanding of the issue in concept and/or ability to meet the requirement in practice.



# Arkansas Department of Education

## Open-Enrollment Public Charter School Application Evaluation

### EVALUATION RUBRIC

Name of Proposed School: **Eudora Community Charter School**

Eligible entity status:

- ☐ Public institution of higher education  
☐ Private nonsectarian institution of higher education  
☐ Governmental entity  
☒ Nonsectarian organization exempt from taxes under Section 501(c) (3)

Status of 501(c) (3) Application for Non-Sectarian Organization Exempt from  
Taxes     Approved - Please see 501 (c) (3) attached to the application

### Part 1: PRE-APPLICATION MATERIALS

The Arkansas Department of Education requires that all applicants submit a Letter of Intent, outlining a general description of the proposed charter school.

#### Evaluation Criteria:

A response that meets the standard will guarantee that:

- A Letter of Intent was filed with ADE on time and included all necessary information.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>		<input checked="" type="checkbox"/>

Strengths	Reference
The application includes all necessary information.	Letter of Intent
Concerns and Additional Questions	Reference

## Part 2: REQUIRED INFORMATION

### ***STANDARDS 1 and 2 OF APPLICATION: PUBLIC HEARING RESULTS***

All proposed school design teams must conduct a public hearing before applying for an open enrollment charter school, to assess support for the school's establishment. Applicants are asked both to document the logistics of the hearing and to include a narrative of the hearing results.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- A thorough description and evidence of public support exhibited at the hearing;
- Documentation of required notices published to garner public attention to the hearing; and
- Documentation of required notices of the public hearing to superintendents and school board members in contiguous school districts.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
The notice was published in three different newspapers.	3
Concerns and Additional Questions	Reference
There is no evidence of documents sent to contiguous district superintendents.	

### ***STANDARD 3 OF APPLICATION: GOVERNING STRUCTURE***

The Governing Structure section should explain how the school will be governed. It should present a clear picture of the school's governance processes and composition, what responsibilities various groups and people will have and how those groups will relate to one another.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- Documentation of proper legal structure of the governing board;
- A clear description of the governing board's roles and responsibilities;
- Adequate policies and procedures for board operation, including board composition and member selection;
- A clear, sensible delineation of roles and responsibilities in relation to governance and school management; and
- A reasonable plan for involving parents, staff, students and community in the decision-making of the school.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Strengths	Reference
Community and staff are involved in the decision making of the school.	7
Concerns and Additional Questions	Reference

### ***STANDARD 4 OF APPLICATION: MISSION STATEMENT***

The Mission Statement section should indicate what the school intends to do, for whom and to what degree.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- A mission statement that is meaningful, manageable and measurable.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Strengths	Reference
The entity identifies how they will meet the goals of the mission statement. The mission has an environmental emphasis.	7
Concerns and Additional Questions	Reference

### ***STANDARD 5 OF APPLICATION: EDUCATIONAL NEED***

The Educational Need section should indicate how the school intends to offer a viable educational option for students in Arkansas. Along with the mission statement, this section outlines the basic rationale for the new school.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- A description of educational need that presents a clear option for students;
- A specific rationale for how the charter school will enhance or expand the educational options currently available to the school's target student population.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Strengths	Reference
The charter school will provide a program designed to establish a solid foundation of support and academic services to youth at risk.	9
Concerns and Additional Questions	Reference

### ***STANDARD 6 OF APPLICATION: EDUCATIONAL PROGRAM***

The Educational Program section should describe the educational foundation of the school and the teaching and learning strategies that will be employed.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- A clear description of the proposed educational program, including but not limited to the foundational educational philosophy and curricular and instructional strategies to be employed; and
- A clear organization of the school in terms of both length of school day and year that meets minimum state requirements.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
Concerns and Additional Questions	Reference
Longer school day and enrichment classes are mentioned but not specifically addressed under the standard.	

## ***STANDARD 7 OF APPLICATION: ACADEMIC ACHIEVEMENT GOALS***

The Academic Achievement Goals section should define the performance expectations for students and the school as whole.

### **Evaluation Criteria:**

A response that meets the standard will present:

- Specific goals in:
  - Reading;
  - Reading Comprehension;
  - Mathematics; and
  - Mathematics Reasoning;
- Goals that clear, measurable and data-driven;
- Goals on improving student achievement; and
- Valid and reliable assessment tools for measuring each of the defined goals.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
Improving physical conditioning for students is addressed.	11
Concerns and Additional Questions	Reference
Goals are not data driven and are not specific to the areas in the standard. There is no mention of Benchmark proficiency.	11

## ***STANDARD 8 OF APPLICATION: CURRICULUM DEVELOPMENT AND ALIGNMENT***

The Curriculum Development and Alignment section should define the process by which the design team developed (or chose) the curricular program of the school, and illustrate alignment with Arkansas Curriculum Frameworks.

### **Evaluation Criteria:**

A response that meets the standard of a curricular development and alignment program will present:

- Evidence that the curriculum aligns with, or a sound and rationale plan and timeline for aligning the curriculum with, the Arkansas Department of Education's content standards, benchmarks and performance standards.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
Concerns and Additional Questions	Reference
No clear timeline for aligning curriculum with the Arkansas Curriculum Frameworks is provided.	

### ***STANDARD 9 OF APPLICATION: GEOGRAPHICAL SERVICE AREA***

The Geographical Service Area section must outline the impact of a new school opening within the current public education system.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- The specific geographical area served by the charter school; and
- Information on the school districts within the geographical area that may be affected (including data on the expected number of students to transfer to the charter school).

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
Concerns and Additional Questions	Reference
Eudora will give preference to students living in Lakeside Public School district first and from other districts if capacity is not met. No data on the expected number of students to transfer to the charter school is provided.	14
Legal Comments	Reference
The Applicant states that it will serve students living in the Lakeside School District, and will accept applications for out of district students if the enrollment has not reached its capacity.  The Arkansas statutes do not provide for such a priority. Per Ark. Code Ann. § 6-23-103 (8) (B), an open-enrollment public charter school may draw its students from any public school district in Arkansas.	14

### ***STANDARD 10 OF APPLICATION: ANNUAL PROGRESS REPORTS***

The Annual Progress Reports section should define how the academic progress of individual students and the school as a whole will be measured, analyzed and reported.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- A clear and conceptually sound plan for documenting and reporting student performance data;
- A timeline for data compilation and completion of an annual report to parents, the community and the State Board of Education that outlines the school's progress; and
- A plan for dissemination of the annual report to appropriate stakeholders.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Strengths	Reference
The school will provide copies of reports to parents, and publish in the local newspaper before November 15.	15
Concerns and Additional Questions	Reference

## ***STANDARD 11 OF APPLICATION: ENROLLMENT CRITERIA AND PROCEDURES***

The Enrollment Criteria and Procedures section should describe how the school will attract and enroll its student body, including any criteria for admission and enrollment. Applicants must also provide assurances for a random lottery selection process.

### **Evaluation Criteria:**

A response that meets the standard will present:

- A student recruitment plan that will provide equal opportunity for all parents and students to learn about and apply to the school;
- An enrollment and admissions process that is open, fair and in accordance with applicable law; and
- A process for, and a guarantee of, a random, anonymous lottery process should there be more student applications than can be accommodated under the terms of the charter.

<b>Does Not Meet the Standard</b>	<b>Partially Meets the Standard</b>	<b>Meets the Standard</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<b>Strengths</b>	<b>Reference</b>
<b>Concerns and Additional Questions</b>	<b>Reference</b>
The admission process does not appear to be fair and equitable. Children of employees have priority.	15
<b>Legal Comments</b>	<b>Reference</b>
The Applicant counts "children of employees" as a group which will be given "first priority" to attend the school. The Arkansas statutes (Ark. Code Ann. § 6-23-306 (14) (B) (ii) (a)-(b)) do not provide for such an enrollment preference.	15

## ***STANDARD 12 OF APPLICATION: STAFFING PLAN***

The Staffing Plan section should describe the job duties of the school director and other key personnel. This section should also describe the professional standards that all employees will be held to.

### **Evaluation Criteria:**

A response that meets the standard will present:

- A job description for the school director and other key personnel, including but not limited to an operations director, board members, teachers, etc.;
- An outline of the professional qualifications required for administrators, teachers, counselors, etc; and
- A staffing plan that clearly outlines both the types and numbers of positions to be filled at the school and salary scales for such positions.

<b>Does Not Meet the Standard</b>	<b>Partially Meets the Standard</b>	<b>Meets the Standard</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<b>Strengths</b>	<b>Reference</b>
Job descriptions of key personnel are outlined.	17-20
<b>Concerns and Additional Questions</b>	<b>Reference</b>
No salary scale for key perosnnel is included.	



### ***STANDARD 13 OF APPLICATION: BUSINESS AND BUDGETING PLAN***

The Business & Budgeting Plan section should describe how the charter school will organize its business office and manage its fiscal responsibilities.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- An appropriate plan for how the school will manage procurement activities;
- A description of the personnel required to carry out business duties, including the requisite qualifications of any proposed personnel;
- A realistic timeline and process by which the governance structure will review and adopt an annual budget; and
- A balanced budget that accurately reflects the revenue currently available to the school and expenditures for program implementation.

<b>Does Not Meet the Standard</b>	<b>Partially Meets the Standard</b>	<b>Meets the Standard</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<b>Strengths</b>	<b>Reference</b>
The application indicated that the school will hire a full-time Business Manager. The application describes a procedure that provides for segregation of duties with regard to financial transactions. The school's budget will be approved by the Board of Directors. The proposed budgeted expenditures are within the scope of the anticipated revenue.	21, Budget Template pp. 1-4
<b>Concerns and Additional Questions</b>	<b>Reference</b>
The application states that a "procurement process may be necessary" but no detail is given regarding the specifics of that procedure. No qualifications are listed for the Business Manager. The application does not include a salary schedule.	21

## ***STANDARD 14 OF APPLICATION: FINANCIAL AND PROGRAMMATIC AUDIT PLAN***

The Financial and Programmatic Audit Plan section should provide the procedure and timeline by which an annual audit should be conducted. This section should also include an outline for the information that will need to be reported to ADE and the community.

### **Evaluation Criteria:**

A response that meets the standard will present:

- A sound plan for annually auditing school's financial and programmatic operations.

<b>Does Not Meet the Standard</b>	<b>Partially Meets the Standard</b>	<b>Meets the Standard</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<b>Strengths</b>	<b>Reference</b>
The application indicates that the school will contract with an independent accounting firm to conduct an annual audit and will comply with section 12.03 of the Rules and Regulations Governing Charter Schools.	21
<b>Concerns and Additional Questions</b>	<b>Reference</b>

## ***STANDARD 15 OF APPLICATION: ARKANSAS PUBLIC SCHOOL COMPUTER NETWORK ASSURANCES***

The Arkansas Public School Computer Network (APSCN) Assurances section should provide documentation of the applicant's understanding of and participation in the required state educational data reporting system.

### **Evaluation Criteria:**

A response that meets the standard will present:

- Assurance that the charter school will comply with all state statutory requirements regarding the APSCN educational data reporting system.

<b>Does Not Meet the Standard</b>	<b>Partially Meets the Standard</b>	<b>Meets the Standard</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<b>Strengths</b>	<b>Reference</b>
The application assures that the school will participate in the Arkansas Public School Computer Network (APSCN) as required.	22
<b>Concerns and Additional Questions</b>	<b>Reference</b>

## ***STANDARD 16 OF APPLICATION: FACILITIES***

The Facilities section should provide an understanding of the school's anticipated facilities needs and how the school plans to meet those needs.

### **Evaluation Criteria:**

A response that meets the standard will present:

- An informed understanding of the facility needs of the school over the term of its charter.
- A realistic plan for securing a facility that is appropriate and adequate for the school's program and targeted population.
- Evidence that the school understands the costs of securing and improving a facility and has access to the necessary resources to fund the facility plan.
- A sound plan for continued operation, maintenance and repair of the facility.

For schools that will be using district-owned facilities, a response that meets the standard will present:

- Documentation that the school district and school are in agreement over the use of the facility and its equipment.

For schools that will NOT be using district-owned facilities, a response that meets the standard will present:

- Documentation that the property owner and school are in agreement over the use of the facility and its equipment;
- A statement of the facilities' compliance with applicable codes; and
- A detailed outline of any relationships between the property owner and:
  - members of the local board of the public school district where the charter school will be located;
  - the employees of the public school district where the charter school will be located;
  - the sponsor of the charter school; and
  - employees, directors and/or administrators of the charter school.

<b>Does Not Meet the Standard</b>	<b>Partially Meets the Standard</b>	<b>Meets the Standard</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<b>Strengths</b>	<b>Reference</b>
The application cites that the building will be in compliance with all ADA and IDEA regulations. There is no relationship between the property owners and members of the entity.	22
<b>Concerns and Additional Questions</b>	<b>Reference</b>
Please see Charter School Site Visit Report provided by the Facilities Department.	
<b>Legal Comments</b>	<b>Reference</b>
Any facilities used by the Applicant will have to be inspected by the Division of Public School Academic Facilities and Transportation prior to any State Board of Education action on the application. All facilities must meet the requirements of the Americans with Disabilities Act and the Individuals with Disabilities Education Act. The site must also be selected and reviewed before State Board action to ensure both adequacy for the	

proposed facilities as well as compliance with health, safety, building and zoning laws.	
--	--

A final review of all Lease Agreements for Charter School facilities will be performed by the ADE before Board action on the Application is taken.	
--	--

## ***CHARTER SCHOOL SITE VISIT REPORT***

**Date:** 9/22/08

1. **Charter School:** Eudora Community Charter School
2. **Location:** 904 Baker St. in the old Eudora High School building
3. **General Observations:** This is an older building built in the late 1950's or early 1960's. The charter is for the older portion of the building due to fire damage in the later addition. There is a huge uncovered hole in the roof covering parts of two or three rooms plus a portion of the hallway. It was not possible to distinguish between mold and smoke damage from the fire. The City of Eudora has minimal code inspection capability. The Certificate of Occupancy would need to be issued by the State Fire Marshal or his designee.
4. **Academic Suitability:** The classrooms are about 640 sq.ft. in size. There is a cafeteria in an adjacent building.
5. **ADA Accessibility:** The bathrooms would need extensive remodeling to be made accessible. There is one entrance marked for ADA access, but it would need to be checked.
6. **Life Safety Codes:** Due to a fire caused by a faulty furnace in the other part of the building, the existing furnaces should be checked for safety or replaced. There is no fire alarm system in the building. There may be mold from the extensive roof leak on the other end of the building.
7. **Conclusion:** The facility does not meet the full range of the most current standards as stated in the Arkansas Facility Manual.
8. **Recommendation:** That the facility not be considered to house the charter school. This HS had a replacement index of almost 65% after the 2004 assessment. The school would have been forced to move out had they not voluntarily done it. It is not recommended to be used as an educational facility.
9. **Asbestos:** There is no information available as to the status of asbestos in the facility other than the construction dates which would indicate the possibility of asbestos.

## ***STANDARD 17 OF APPLICATION: STUDENT SERVICES***

The Student Services section should describe how the school will address services for its student body.

### **Evaluation Criteria:**

A response that meets the standard will present:

- A guidance program that will serve all students;
- A health services program that will serve all students;
- A plan for a media center for use by all students;
- A transportation plan that will serve all eligible students;
- Sound plans for educating special education students that reflect the full range of programs and services required to provide such students with a high quality education;
- An alternative education plan for eligible students, including those determined to be at-risk, or those that are bilingual or have limited English proficiency; and
- Plans for a gifted and talented program for eligible students.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
Guidance and Health services are contracted. The local public library will be used. A certified Special Education teacher will be employed.	23
Concerns and Additional Questions	Reference
The application did not address an Alternative Learning Environment program under the standard.	

## ***STANDARD 18 OF APPLICATION: STUDENT SERVICES***

This section should describe how the school will address food services for its student body.

### **Evaluation Criteria:**

A response that meets the standard will present:

- A food service plan that will serve all eligible students.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
Concerns and Additional Questions	Reference
Though child nutrition is mentioned in another area of the application, it does not meet the specific evaluation criteria of standard 18. Further description is needed on specifics regarding food service to be provided, due to isolated location of the proposed school. Insufficient funds were budgeted to cover Breakfast and Lunch for the number of proposed students.	23

### ***STANDARD 19 OF APPLICATION: PARENTAL INVOLVEMENT***

The Parental Involvement section should describe how parents or guardians of enrolled students will make a positive impact on the school and its educational program.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- A plan for involving parents and guardians in the school's education programs.

<b>Does Not Meet the Standard</b>	<b>Partially Meets the Standard</b>	<b>Meets the Standard</b>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>Strengths</b>	<b>Reference</b>
<b>Concerns and Additional Questions</b>	<b>Reference</b>
Though parental involvement is mentioned in another area of the application, it does not meet the specific evaluation criteria of standard 19.	

## **STANDARD 20 OF APPLICATION: WAIVERS**

The Waivers section should provide describe any waiver from local or state law for which the charter is seeking.

### **Evaluation Criteria:**

A response that meets the standard will present:

- A persuasive explanation of any waiver requests; and
- A compelling description of how the school will address any waivers.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
Concerns and Additional Questions	Reference
The application lacks compelling descriptions of how students' needs will be addressed if waivers are granted. Teachers will not be offered contracts. Teacher/student ratios may exceed state limits. Teachers will be trained by Fisher School Leadership. The application requests to not hire licensed teachers.	24-26
Legal Comments	Reference
<p>Ark. Code Ann. § 6-15-902 (concerning the use of grading scales): If a waiver is granted here, it should only apply to non-core (i.e., elective) courses.</p> <p>Ark. Code Ann. §§ 6-15-1004, 6-17-401 and 6-17-902 and Section 15.03 of the Department's Rules Governing Standards for Accreditation for Public School Districts:</p> <ul style="list-style-type: none"><li>• The State Board may (but is not required to) waive the teacher certification requirement. However, the Board may not waive the requirements that charter school teachers have a bachelor's degree and meet content knowledge requirements if they teach core subjects.</li><li>• No waiver shall be granted to any Arkansas statutes nor Department Rules governing requirements for highly qualified teachers.</li><li>• The ADE Rule Governing the Arkansas Comprehensive Testing, Assessment and Accountability Program, Sections 5.02.4 and 5.03.2, requires that standardized assessments be administered according to procedures established by the ADE. The ADE's procedures require that certified teachers administer the standardized assessments. Violations of such procedures are subject to sanctions by the State Board pursuant to Ark. Code Ann. § 6-15-438.</li><li>• All teachers and school personnel must submit to the</li></ul>	

criminal background checks.

ADE Rules Governing Minimum Schoolhouse Construction: This Rule no longer exists; construction standards are now handled by the Division of Public School Academic Facilities and Transportation.

Section 9.03.3.11 of the Rules Governing Standards for Accreditation (concerning the teaching of ½ unit of Arkansas History in high school if not taught in Grades 7 or 8): This waiver cannot be granted, as it affects the provision of the thirty-eight (38) units of credit (See Ark. Code Ann. § 6-23-401 (b)).

ADE Rules Governing Waivers of Earning Limitations under the Teacher Retirement System: These Rules are not capable of being waived, as the statutes which they implement are not contained in Title 6 of the Arkansas Code (see Ark. Code Ann. § 6-23-103 (2)).



### ***STANDARD 21 OF APPLICATION: DESEGREGATION ASSURANCES***

The Desegregation Assurances section should describe the applicant's understanding of applicable statutory and regulatory obligations to create and maintain a unitary system of desegregated public schools.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- Assurance that the charter school will comply with all applicable federal and state statutory and regulatory requirements regarding the creation and maintenance of desegregated public schools; and
- An outline of the potential impact of the proposed charter school on those desegregation efforts already in place in affected public school districts.

<b>Does Not Meet the Standard</b>	<b>Partially Meets the Standard</b>	<b>Meets the Standard</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<b>Strengths</b>	<b>Reference</b>
The application includes an assurance statement regarding desegregation.	26
<b>Concerns and Additional Questions</b>	<b>Reference</b>

#### ***ADDITIONAL COMMENTS:***

SOUTHEAST ARKANSAS HUMAN DEVELOPMENT ASSOCIATES

P.O. BOX 97

EUDORA, AR 71640

(870) 355-4024

E-MAIL: [SEAHDA@ATT.NET](mailto:SEAHDA@ATT.NET)

**BOARD OF DIRECTORS**

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Board Chair

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Chief Financial Officer

Cathy Jones  
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Loddie Green  
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Andrew Taylor  
Director

Mary Ann D. Brown, ED.D  
Charter School Program Director  
Arkansas Department of Education  
Four Capitol Mall, Room 305-B  
Little Rock, AR 72201-1019  
October 16, 2008

Dear Dr. Brown:

Using the Scoring Rubric as a guide to respond to those items that was either Partially Meets the Standard or Does Not Meet the Standard, we are supplying the following information:

**Part 2: REQUIRED INFORMATION**

**STANDARDS 1 & 2 OF APPLICATION: PUBLIC HEARING RESULTS**

*Copies of certified mail receipts to Hamburg, Dermott and Lakeside Public School Districts are attached.*

**STANDARD 6: EDUCATIONAL PROGRAM**

*The longer school day and enrichment classes will be implemented to address the following:*

- *Repeat and review skills taught that day*
- *Parental Homework Helpers preparation*
- *Homework Help*
- *Reading Out Loud/Reading for Comprehension*
- *Higher Order Thinking Skills Projects*
- *Teaching about the environment*
- *Counseling Activities*
- *Mentoring Activities*
- *Tutoring*
- *Computer Assisted Learning*
- *Green House Lab Activities*
- *Writing Activities Lab*
- *Conflict Resolution Activities*
- *Physical Fitness Activities*
- *Math Activities*

**RECEIVED**  
OCT 16 2008  
CHARTER SCHOOL OFFICE

**STANDARD 7 OF APPLICATION: ACADEMIC ACHIEVEMENT GOALS**

*Eudora Community Charter School will utilize state benchmark exams in math and literacy to establish baseline data for students who enroll. Students will be periodically assessed (4 times per year) using Plato software to gauge potential performance level on the benchmark tests in reading, math, writing, and science.*

**STANDARD 8 OF APPLICATION: CURRICULUM DEVELOPMENT AND ALIGNMENT**

*The Core Knowledge Content curriculum is aligned with the Arkansas State Frameworks. All content areas will be aligned with Arkansas State Curriculum Frameworks during the summer staff development process. Skills taught will correlate with Arkansas Curriculum Frameworks and previous benchmark test questions will be used to ensure that what is being taught is also what is being tested.*

**STANDARD 9 OF APPLICATION: GEOGRAPHICAL SERVICE AREA**

*Eudora Community Charter School will serve students on a first come, first serve basis. According to the survey done, the interest level for an educational choice is very high. First year enrollment target is 120 students.*

**STANDARD 11 OF APPLICATION: ENROLLMENT CRITERIA**

*Paragraph 2 in the application is to be deleted. Students will be enrolled on a first come, first serve basis.*

**STANDARD 12 OF APPLICATION: STAFFING PLAN**

*See attachment: Salary Schedule*

**STANDARD 13 OF APPLICATION: BUSINESS AND BUDGETING PLAN**

The process of procuring some items may require that we go thru a bidding process or may require prior approval from board as well as principal if over the stipulated amount.

**QUALIFICATION FOR BUSINESS MANAGER:** *B.S. degree in Business, Accounting, or related field. Knowledgeable with APSCAN or willing to be trained in APSCAN*

*SEE ATTACHED SALARY SCHEDULE*

**STANDARD 16 OF APPLICATION: FACILITIES**

Standard 16 was given a meet the standards on the Evaluation Instrument; however, The Charter School Site Visit Report recommended that this building cannot be used to house the charter school because of age, possibility of asbestos and fire damage to roof. We are requesting that the state allow us to remodel this existing structure. The reason being as follows:

- Location—it is connected to a Summer Feeding Program and afterschool program dining hall and gymnasium
- Playground is in the nearby vicinity
- Plenty of Parking Space
- Doors have panic bars opener

## Eudora Community Charter School

- Electricity is on
- Cost to remodel is less than the cost to demolish
- Some furnishings already available
- Cost to remodel and possible removal of asbestos is less than the cost to buy portable classroom
- Lots of space for expansion

I believe that the school was built to last a lifetime. The standing walls and foundation is good, no cracks in the structure, and the structure remodeled can be usable and safe.

Here is our plan to remodel and make this building a safe place:

1. Place a metal roof over the section where it leaks-the building is L-shaped so putting a metal roof on poses no problems
2. Contract with an expert on the removal of the possible asbestos and mold
3. Clean and paint the structure
4. Use Packing AC/Heating Units
5. Carpet floors

### FUTURE PLANS: "THINK GREEN"

1. "Natural Lighting" Roof
2. Incorporate as many "energy efficient" elements as possible

## STANDARD 17 OF APPLICATION: STUDENT SERVICES

*Alternative Learning Environment – Eudora Community Charter School will be an alternative education program.*

## STANDARD 18 OF APPLICATION: STUDENT SERVICES

*FOOD SERVICES – Eudora Community Charter School will participate in the USDA'S Child Nutrition Program administered by the Arkansas Department of Education's Child Nutrition Unit. For students not found eligible to participate, meals will be made available at a reasonable cost. Meals will be prepared on site. Southeast Arkansas Human Development Associates are currently participating in the Arkansas Department of Human Services Child Nutrition Program: afterschool and summer feeding program. We will apply for the USDA Food Commodities program.*

## STANDARD 19 OF APPLICATION: PARENTAL INVOLVEMENT

*Eudora Community Charter School realizes the importance of parental involvement in academic achievement. Parents will be provided an opportunity to be a part of the Eudora Community Charter School in the following ways:*

1. *Signing the agreement of commitment form for parents "Choosing to Succeed"*
2. *Tutoring, enrichment activities , field trips, fundraising*
3. *Handbook Preparation*
4. *Parental Conferences*
5. *Mentoring*
6. *PTO*

**EUDORA COMMUNITY CHARTER SCHOOL  
SALARY SCHEDULE**

<b>Yrs</b>	<b>BS</b>	<b>+15</b>	<b>MASTER</b>
<b>0</b>	<b>34,000</b>	<b>34,200</b>	<b>36,000</b>
<b>1</b>	<b>34,100</b>	<b>34,400</b>	<b>38,000</b>
<b>2</b>	<b>34,200</b>	<b>34,600</b>	<b>40,000</b>
<b>3</b>	<b>34,300</b>	<b>34,800</b>	<b>42,000</b>
<b>4</b>	<b>34,400</b>	<b>35,000</b>	<b>44,000</b>
<b>5</b>	<b>34,500</b>	<b>36,200</b>	<b>46,000</b>
<b>6</b>	<b>34,600</b>	<b>36,400</b>	<b>48,000</b>
<b>7</b>	<b>34,700</b>	<b>36,600</b>	<b>50,000</b>
<b>8</b>	<b>34,800</b>	<b>36,800</b>	<b>52,000</b>
<b>9</b>	<b>34,900</b>	<b>37,000</b>	<b>54,000</b>
<b>10</b>	<b>35,000</b>	<b>37,200</b>	<b>56,000</b>
<b>11</b>	<b>35,100</b>	<b>37,400</b>	<b>58,000</b>
<b>12</b>	<b>35,200</b>	<b>37,600</b>	<b>60,000</b>
<b>13</b>	<b>35,300</b>	<b>37,800</b>	<b>62,000</b>
<b>14</b>	<b>35,400</b>	<b>38,000</b>	<b>64,000</b>

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
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1. Article Addressed to:

Mr. William Frank  
1207 N. Alma St.  
Dermott, AR  
71638

2. Article Number

(Transfer from service label)

7007 2680 0001 7349 1298

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

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A. Signature

X Freddie Johnson

☐ Agent☐ Addressee

B. Received by (Printed Name)

Freddie Johnson

C. Date of Delivery

8-26-08

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

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1. Article Addressed to:

Mr. Charles Branch  
586 Hwy 35 N.  
Dermott, AR  
71638

2. Article Number

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7008 0150 0000 5637 6437

PS Form 3811, February 2004

Domestic Return Receipt

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A. Signature

X Linda Branch

☐ Agent☐ Addressee

B. Received by (Printed Name)

Linda Branch

C. Date of Delivery

8-26-08

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3. Service Type

☐ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

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1. Article Addressed to:

Dr. Joyce Brooks  
2329 Lakeshore Dr.  
Lake Village, AR  
71653

2. Article Number

(Transfer from service label)

7007 2680 0001 7349 1267

PS Form 3811, February 2004

Domestic Return Receipt

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A. Signature

X Perry Brooks

☐ Agent☐ Addressee

B. Received by (Printed Name)

Perry Brooks

C. Date of Delivery

8/26/08

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

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4. Restricted Delivery? (Extra Fee)

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1. Article Addressed to:

Mr. Richard Livingston  
3528 Lakeshore Dr.  
Lake Village, AR  
71653

2. Article Number

(Transfer from service label)

7008 0150 0000 5637 6475

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

A. Signature

x *Kim Livingston*☐ Agent☐ Addressee

B. Received by (Printed Name)

Kim Livingston

C. Date of Delivery

8/26/08

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

☐ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

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1. Article Addressed to:

Mrs. Matthew Strickland  
P.O. Box 373  
Dermott, AR  
71638

2. Article Number

(Transfer from service label)

7008 0150 0000 5637 6451

PS Form 3811, February 2004

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102595-02-M-1540

A. Signature

x *Matthew Strickland*☐ Agent☐ Addressee

B. Received by (Printed Name)

W Strickland

C. Date of Delivery

8-26-08

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

☐ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

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1. Article Addressed to:

Mr. Dave Weindorf  
210 E. Lincoln St.  
Hamburg, AR  
71646

2. Article Number

(Transfer from service label)

7008 0150 0000 5637 6499

A. Signature

x *Sharon Caruth*☐ Agent☐ Addressee

B. Received by (Printed Name)

Sharon Caruth

C. Date of Delivery

8-26-08

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

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4. Restricted Delivery? (Extra Fee)

☐ Yes



# ARKANSAS DEPARTMENT OF EDUCATION

Dr. T. Kenneth James  
Commissioner

October 15, 2008

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El Dorado

Dr. Ben Mays  
Clinton

Diane Tatum  
Pine Bluff

Mr. George Biggs  
5 Municipal Drive  
Jacksonville, AR 72076

Re: Notice of Appeal/State Board Meeting  
Jacksonville Lighthouse Charter School

Dear Charter Applicant and Affected School District(s):

Your request for a hearing in front of the State Board of Education (State Board) concerning the disapproval of your charter application by the Pulaski County Special School District will occur at the State Board's meeting of November 3, 2008. The meeting will begin at 1:00 p.m. and will be held in the Auditorium of the Arch Ford Education Building, Four Capitol Mall in Little Rock.

A total of five (5) open-enrollment charter applications will be considered by the State Board, commencing at the November 3 meeting and possibly concluding on November 4, 2008. The applicants will be considered in the following tentative order:

- Eudora Community Charter School
- Jacksonville Charter Academy
- Jacksonville Lighthouse Charter School
- Little Rock Prep
- Little Rock Urban Prep

Please be advised that the State Board may not be able to complete the consideration of all of the above-listed charter applications at its November 3, 2008 meeting.

**Those applicants which are not considered by the State Board on November 3 will be considered on Tuesday, November 4, 2008 in the Auditorium of the Arch Ford Education Building, at a time to be announced at the November 3 meeting.**

Please ensure that you attend the hearing and that you have all the necessary personnel and documentation with you to address any questions from the State Board concerning your application.

Four Capitol Mall  
Little Rock, AR  
72201-1019  
(501) 682-4475  
ArkansasEd.org



I have also enclosed with this letter a copy of the hearing procedures that will be used by the State Board concerning the consideration of your open-enrollment charter application and appeal.

For charter applicants, no additional information will be allowed to be submitted to the State Board beyond what has already been submitted to the Department as part of your application. Should you wish to make electronic presentations and/or present copies of already submitted information to the State Board, hard copies of such materials must be received in my office no later than 4:30 p.m. on October 23, 2008. Items may be faxed to my office at (501) 682-4249.

Questions as to the use and setup of electronic presentations at the State Board meeting should be directed to Dr. Charles Watson, State Board liaison, at (501) 682-4247.

Should you have any questions, please contact Dr. Mary Ann Brown, Charter Schools Unit Leader, at (501) 683-5313.

Sincerely,



Jeremy C. Lasiter  
General Counsel

JL/tw/slr

cc: Dr. Mary Ann Brown, Charter Schools Unit Leader  
Dr. Charles Watson, State Board Office  
Superintendent James Sharpe, Pulaski County Special School District  
School Board President Charlie Wood, Pulaski County Special School District

**ARKANSAS STATE BOARD OF EDUCATION  
POLICY AND PROCEDURES FOR HEARING  
CHARTER SCHOOL APPLICATIONS AND APPEALS**

- 1.) Representatives of the school boards in which the proposed charter school will be located, and of other school boards which are likely to be affected by the proposed charter school, shall have a combined total of twenty (20) minutes to present arguments for disapproval of the proposed charter school to the State Board. The Chair of the State Board may grant additional time if requested, at his/her discretion.
- 2.) Following the presentation by the representatives of the school boards, the charter applicant shall have twenty (20) minutes to present its arguments to the State Board for approval of the proposed charter school. The Chair of the State Board may grant additional time if requested, at his/her discretion.
- 3.) The State Board shall follow the presentations with discussion of the charter application and possible questions to the public school board representatives and/or the charter school applicant.
- 4.) The State Board may, at its sole discretion, issue a final decision at the hearing regarding the application or appeal, or take the matter under advisement until a future scheduled board meeting before issuing its final decision.

# Jacksonville Lighthouse Charter School

5 Municipal Drive  
Jacksonville, Arkansas 72076  
October 9, 2008


Dr. Mary Ann D. Brown  
Charter School Office  
Four Capital Mall, Room 305-B  
Little Rock, Arkansas 72201

Dear Dr. Brown,

The Jacksonville Lighthouse Charter School Board of Trustees has received notice of the disapproval of its application for an open enrollment public charter school from the Pulaski County Special School District. In addition we received a copy of the letter from the Little Rock School District to the Commissioner of Education requesting that no new charters be approved in Pulaski County.

Based on these responses, the Jacksonville Lighthouse Charter School Board is exercising its right to appeal to the Arkansas State Board of Education in accordance with the Arkansas Department of Education's Rules and Regulations Governing Public Charter Schools.

Sincerely,



George Biggs  
Chairman  
Jacksonville Lighthouse Charter School  
Board of Trustees

Cc. Superintendent James Sharpe  
Pulaski County Special School District

Superintendent Linda Watson  
Little Rock School District



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CHARTER SCHOOL OFFICE



# Pulaski County Special School District

## **Office of the Superintendent**

James R. Sharpe, Superintendent

Linda G. Paladino, Executive Assistant

September 16, 2008

Dr. Kenneth T. James, Commissioner  
Arkansas Department of Education  
#4 State Capitol Mall  
Little Rock, Arkansas 72201-1071

Dear Dr. James:

On August 25, 2008, the Superintendent's office of the Pulaski County Special School District received from the Jacksonville Charter Academy notice of intent to establish a charter school in Jacksonville. On August 29, 2008, a notice of intent was received from the Jacksonville Lighthouse Charter School to also establish a charter school in Jacksonville. It has been determined that the Pulaski County Special School District will be affected by these possible locations of the charter schools.

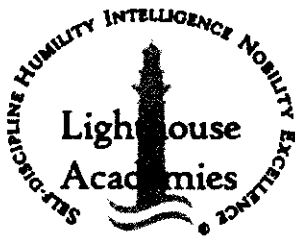
By unanimous vote, the Pulaski County Special School District Board of Education at the regular board meeting on September 9, 2008, denied support of the Jacksonville Charter Academy and the Jacksonville Charter School and opposed their applications for charter.

Respectfully,

James R. Sharpe  
Superintendent of Education

Cc: Dr. Mary Ann D. Brown

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SEP 18 2008  
CHARTER SCHOOL OFFICE



## Lighthouse Academies, Inc

1661 Worcester Rd, Suite 207 • Framingham, MA 01701 • Ph: 508-626-0901 • Fax: 508-626-0905

June 25, 2008

Arkansas Department of Education  
Charter School Office  
4 State Capitol Mall, Room 305-B  
Little Rock, AR 72201

Dear Dr. Mary Ann Brown:

Lighthouse Academies of Arkansas, Inc. is considering applying for a charter for an open-enrollment public charter school and would like to file this letter of intent. Lighthouse Academies of Arkansas, Inc. is currently in the process of being incorporated by the state of Arkansas and securing 501(c)(3) status.

The contact for Lighthouse Academies of Arkansas is:

Michael B. Ronan  
1661 Worcester Road, Suite 207  
Framingham, MA 01701  
Office 508.626.0901  
Fax 508.626.0905  
[mronan@lighthouse-academies.org](mailto:mronan@lighthouse-academies.org)

Lighthouse Academies of Arkansas is a subsidiary of Lighthouse Academies, Inc. and will serve a similar mission. Founded in 2003, Lighthouse Academies is a national non-profit network of ten charter schools. We currently serve 3,200 students: 94% of our students are African-American or Hispanic and 85% of our students participate in the national free or reduced lunch program.

The proposed school will be based in Jacksonville with the name "Jacksonville Lighthouse Charter School". The school will initially serve grades K-5. The purpose of the school, and of all Lighthouse schools, is to prepare our students for college through a rigorous arts-infused program. Our vision is that all students will be taught by an outstanding teacher in a nurturing environment. Every student will achieve at high levels and develop the knowledge and values necessary for responsible citizenship and lifelong learning.

Sincerely,

Michael B. Ronan  
President and CEO

RECEIVED  
JUN 30 2008

CHARTER SCHOOL OFFICE

*We prepare our students for college through a rigorous arts-infused program.*

PROPOSAL TO OPEN THE  
JACKSONVILLE LIGHTHOUSE CHARTER SCHOOL

RECEIVED  
AUG 29 2008  
CHARTER SCHOOL OFFICE



SUBMITTED TO THE ARKANSAS DEPARTMENT OF EDUCATION  
CHARTER SCHOOL OFFICE

AUGUST 29, 2008

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**A. General Information**

Name of Proposed School: Jacksonville Lighthouse Charter School (JLCS)

Grade Level(s) for the School: K-12

Proposed Enrollment: 650 students

Name of Sponsoring Entity: Lighthouse Academies of Arkansas

The applicant is an "eligible entity" under the following category (check one):

- ☐ a public institution of higher education;
- ☐ a private nonsectarian institution of higher education;
- ☐ a governmental entity; or

☒ an organization that is nonsectarian in its programs and operations, and is, or will be, exempt from taxation under Section 501(c) (3) of the Internal Revenue Code (provide evidence). (A copy of the entity's letter from the IRSA reflecting tax exempt status or a copy of the entity's application for 501(c) (3) status must be attached to the application. Articles of incorporation or letter acknowledging nonprofit status from the Secretary of State will not suffice). An eligible entity must have received formal tax exempt status under §501(c) (3) of the Internal Revenue Code of 1986 prior to the first day of its operation with students.

Name of Contact Person: George Biggs

Address: 5 Municipal Drive

City: Jacksonville

ZIP: 72076

Daytime Phone Number: (501) 912-9740

Email: gbiggs@cityofjacksonville.net

Charter Site Address N. First Street

City: Jacksonville

ZIP: 72076

Date of Proposed Opening: August 17, 2009

Chief Operating Officer: George Biggs

Title: President, Board of Trustees

Address: 5 Municipal Drive

City: Jacksonville

ZIP code: 72076

Daytime Telephone Number: (501) 912-9740

The proposed charter will be located in the Pulaski County Special School District (PCSSD). Total enrollment for the PCSSD is 17,756. We expect most students to come from PCSSD, although we recognize this is an open enrollment charter school. The school will be located in Jacksonville. The contiguous school districts are Bryant, Sheridan, White Hall, Dollarway, England, Lonoke, Cabot, Vilonia, Mayflower, East End, Perryville, Little Rock, and North Little Rock.

## **B. General Description**

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Jacksonville Lighthouse Charter School (JLCS) will open in August, 2009, with 344 students enrolled in grades K-6. The proposed open enrollment charter school will be located in Jacksonville, Arkansas. The school will primarily serve students in Jacksonville, but any student eligible to attend public school in Arkansas may enroll. JLCS will join the Lighthouse Academies (LHA) network of schools. LHA is a national non-profit charter school organization. It is dedicated to creating new, high quality public school choices for families.

The school will reflect the following educational focus and essential characteristics:

### **College Focus**

The school will prepare students for success in college. Beginning as early as Kindergarten, students learn about colleges and strive to build the skills and knowledge necessary to get them there.

### **Arts Infusion**

Arts infusion is a powerful approach to teaching that enhances student learning and increases student engagement in education. At JLCS, we will infuse art activities and techniques into the teaching of all of our core subjects. Every day, art will be an integral part of the teaching and learning processes.

### **Standards-Driven, Rigorous Research-Based Program**

The LHA Education model is anchored in grade level mastery objectives and state standards which define what the students should know and be able to do at each particular grade level. High quality research based curricular programs, including Open Court Reading®, Saxon Math®, FOSS®, and Pearson Core Knowledge®, provide the foundation for instruction and enable students to meet LHA learning standards.

### **More Time on Instruction**

To ensure that every child masters the work necessary to prepare them for college, JLCS will provide more time on task. This means a longer school year (190 instructional days) and a longer school day (8 hours).

### **Assessment to Drive Instruction**

Effective schools use assessment to determine individual students needs, measure progress, and build a culture of achievement. Through the use of varied standardized and curricular assessments, teachers will be well informed on the instructional priorities of each student.

### **Professional Development**

The education program is only as good as the teachers teaching it. We invest significant time both before and during the school year to provide intensive professional development opportunities for all staff members, including a minimum of 20 professional development days each year.

### **Social Curriculum and SHINE**

LHA believes the social curriculum is as important as the academic curriculum and that there are a set of qualities (social skills and character traits) that all children need in order to be successful. These qualities are included in our SHINE Character Education Program: Self-Discipline, Humility, Intelligence, Nobility and Excellence (SHINE).

## **D. Required Information**

---

### **1. Results of Public Hearing**

The public hearing was held on August 20, 2008 from 6:00 to 7:15 P.M. There were approximately 100 people in attendance. The meeting, presided over by Mayor Tommy Swaim, included a presentation by the Jacksonville Board of Trustees focused on the LHA's school model as well as 45 minutes for a question and answer session. The questions during this time included a request for more information about arts infusion, funding for the school, parent participation, and the school's proposed location. At the conclusion of the question and answer session, Mayor Swaim asked the audience if they felt more information was needed to make a decision regarding their support of the proposed school. No further information was requested and over 90% of those in attendance signed the petition in favor of opening the Jacksonville Lighthouse Charter School. No one present spoke in opposition to the proposed school.

Supporting evidence collected at this hearing, including a sign-up sheet, is included as Attachment 10 (Required).

### **2. Documentation related to public hearing**

- A. The notice for this hearing was published in the *Arkansas Democrat Gazette* on July 29, August 5, and August 12, 2008. Please see Attachment 1 for a copy of the ad and invoice. The notice also appeared in *The Patriot* on August 20, 2008 and *The Leader* on August 16, 2008.
- B. This notice was published in 12 point font. The ad was 3 ¾" by 4".
- C. The last publication date of the ad was August 12, 2008, eight days before the hearing was held on Wednesday, August 20, 2008.
- D. Letters announcing the hearing were mailed to all superintendents and school board members from districts from which we may draw students, including all contiguous districts.

### **3. Governance Structure**

#### **Composition of the Board of Trustees and Selection of Members**

The school will be governed by a Board of Trustees. Founding Board members were selected from interested citizens of Jacksonville and LHA by the school's design team. All Board members share the vision and belief in the mission of the school and have the skills to provide oversight and direction to the school. Members of the governing board have expertise in education, community development, fundraising and school operations.

**Mr. George Biggs** is the Director of Parks and Recreation for the City of Jacksonville, a position he has held since 1998. Mr. Biggs is on the Board of Directors at the Jacksonville Senior Center, Advisory Board of Directors at the Jacksonville Community Bank, President of the Jacksonville Sertoma Club, and Vice President of the Jacksonville Hometown Health Coalition. He is also a member of the Arkansas Recreation Parks Association, National Parks and Recreation Association, and American Alliance for Health, Physical Education, Recreation, and Dance. He is a board member for the Jacksonville Chamber of Commerce and

an Honorary Commander for 314th A.W. Contracting Squadron at the Little Rock Air Force Base. Previously, Mr. Biggs was a teacher and coach as well as Athletic Director at Arkansas Baptist College. Mr. Biggs holds both a B.S. in Education and a M.S. in Education from Henderson State University. Mr. Biggs serves as Board President.

**Mr. Michael Ronan** is the founder and President and CEO of LHA, Inc. Mr. Ronan has provided management and consulting services to charter schools and school districts nationwide since 1997. Mr. Ronan began his career as a middle school history teacher and later served as a Director of Curriculum and Instruction and School Superintendent. He is a *summa cum laude* graduate of the Massachusetts College of Liberal Arts and holds advanced degrees in school administration and program planning and evaluation.

**Ms. Kimberlee Sia** is the Director of Professional Development for LHA, Inc. Ms. Sia served as the Principal of West Gary Lighthouse Charter School from its opening in August 2006 until February of 2008. Ms. Sia began her teaching career as a Teach For America corps member in Newark, New Jersey where she taught 6th and 7th grade math for two years. She then taught for six years in Goleta, California, working with students in grades 1-6. Ms. Sia has a B.A. in History and German from Northwestern University and a M.A. in Educational Leadership and Organizations from University of California, Santa Barbara.

**Ms. Keri Urquhart** serves as the Department Head of the Rehabilitation Department at Woodland Hills Nursing and Rehab. Ms. Urquhart started her occupational therapy career at the University of Arkansas for Medical Sciences working with critical care patients. She was born and raised in Jacksonville. Ms. Urquhart has been an active member of the Jacksonville Junior Auxiliary and is now a Lifetime Member. She is an active PTO member at Pinewood Elementary where her daughter attends. Ms. Urquhart holds a B.S. in Occupational Therapy from University of Central Arkansas. Ms. Urquhart serves as Board Secretary.

**Mrs. Rebel Flynn Wilson** has extensive nonprofit leadership experience. Ms. Wilson is currently the LIFE Groups Coordinator, the delegate to the Arkansas Annual Conference, and a Church Council member for the First United Methodist Church of Jacksonville. In the past, she has also been a youth and adult group leader as well as a Youth Fellowship Counselor at the same church as well as one in Fort Smith. Ms. Wilson also worked for the Hurricane Katrina Relief Programs during the aftermath of the hurricane. Ms. Wilson holds a Bachelor of Science as well as a Master of Science in Physical Therapy from the University of Central Arkansas. Ms. Wilson serves as Board Treasurer.

Board member terms shall be staggered. After the initial term, each person shall serve for the shorter of a two-year term, or the remainder of a term if being filled because of a vacancy. Each Trustee may serve up to three consecutive terms.

Each fall after school opens, all parents will be invited to a meeting. Those persons interested in serving as a parent representative on the Board shall be able to nominate themselves indicating their interest in serving on the Board and the expertise they think they will bring to the Board. Those persons already serving on the Board will vote at their next meeting as to whether to approve the candidates, based on all evidence presented to the Board and the answers to other reasonable questions asked of the candidates. The two parent representatives will serve a one-year term.

At all times, the Board will consist of at least three, but no more than nine persons. Included in the By-Laws are a statement of responsibilities of the Board, including the duty to monitor the implementation of the

education program, policy and regulatory guidance. Also included are provisions for the formation of committees and the election of Board officers.

### **Responsibilities of the Board of Trustees**

The Board of Trustees is a group of volunteers who have legally established themselves as an organization for the purpose of creating and operating a charter school. The Board of Trustees is accountable for ensuring that these funds are used to operate the school in compliance with the charter and all applicable legal requirements. Additionally, the Board is legally and morally responsible to the school's students and families, the community and the government for the direction, financial health and effectiveness of the school. To carry out its responsibilities, the Board exercises the ultimate authority over the operation of the school.

### **Governance**

The Board of Trustees exercises its responsibility and authority over school operations through the function of "governance" – the act of steering an organization by making decisions on matters of fundamental importance to its overall direction. Governance is the process whereby strategic direction is established, leaders are selected, authority is delegated, organizational health is safeguarded and performance is monitored. This process includes planning and policy-making, general oversight and the fulfillment of legal responsibilities and fiduciary obligations.

The Board only has authority to govern as a group. By its very nature, a board is a collective and has no existence or authority other than as a collective. No individual member of the Board has the authority to make decisions for or on behalf of the Board, except to the extent delegated by the Board and legally permissible.

### **Shared Authority**

The nature of the Board's governance role must be understood in the context of an institutional partnership with LHA. LHA is a growing network of schools. Each school contributes to and learns from the other schools. Each school is organized to support the implementation of the LHA school design. While the Board has the ultimate responsibility for and authority over the school, LHA has a distinct and equally important role to play in the success of the school. The success of the school ultimately depends on each partner's clear understanding of its own and other partners' roles. A summary of each party's responsibilities is below.

### **Board of Trustees**

The Board's governance role requires that the Board perform the following functions:

- **Strategic Oversight:** Through the charter application, the Board adopts and upholds the LHA mission and vision for the school.
- **Operational Oversight:** The Board oversees the operations of the school, while delegating day-to-day operational authority to LHA.
- **Financial Oversight:** The Board ensures that the school remains a financially viable entity by overseeing the school's financial condition.
- **Personnel:** The Board approves all employment compensation at the school, including benefits, through approval of the annual budget.
- **Contracts:** The Board, in consultation with LHA, approves all major contracts.

- **Consultant Support:** Trustees use their individual skills, knowledge, expertise and/or community relationships to support the school.
- **Community Relationships:** The Trustees act as advocates and representatives of the school in creating and maintaining relationships with the community and other stakeholders.

### **Lighthouse Academies**

LHA is the institutional partner of the Board of Trustees. Although its technical relationship with the Board is that of a service provider, the success of any LHA school depends on a true partnership between the Board and LHA. In this partnership, LHA works closely with both the Board and the principal to provide guidance, training and support to ensure that each may carry out its respective responsibilities in the most effective manner. The essential functions of LHA include the following:

- **Principal Recruitment:** LHA recruits, screens and proposes principal candidates to the Board in order to obtain the Board's opinion of each candidate.
- **Staff:** LHA employs the staff, including hiring, determining compensation and bonus, assigning persons to roles, and terminating.
- **Curriculum:** LHA provides the school with the Lighthouse Academies Curriculum™, which includes curriculum guides for each grade and/or core subject, required materials and assessment systems.
- **Manuals and Handbooks:** LHA provides the school with Operations and Procedure Manuals, a School Culture Guidebook, a Personnel Handbook and a Student and Family Handbook.
- **Evaluation & Assessment:** LHA creates an accountability plan for the school and provides the Board information and data to facilitate the evaluation by the Board of the performance of the principal, the students and the school.
- **Operations Assistance and Oversight:** LHA provides day-to-day assistance with and oversight of the implementation of the school's education and staff development programs.
- **Administrative Support:** LHA provides administrative support including purchasing, financial management and human resources services.
- **Budget:** LHA develops the annual school budget with the principal for approval by the Board.
- **Professional Development:** LHA provides the school with initial pre-opening staff development and ongoing staff development for the school's administrators.
- **Marketing:** LHA develops an initial marketing plan for recruiting and enrolling students using methods best suited to the local community.

### **Required Attributes of Trustees**

An effective Board of Trustees is essential to the success of the school at every step. In addition to the expertise, skills, knowledge and relationships that the Trustees bring to the school, the Trustees must possess the right personal characteristics and attitudes for the job. Trustees with the following attributes will be able to work most effectively amongst themselves, and with LHA and the school leadership, to successfully meet the challenges that the school will face.

- **Passionate and unwavering commitment to the school's mission.**

- Shared vision for the school and the steps required to realize that vision.
- Expectation that all children can and will realize high levels of academic achievement.
- Belief in the LHA school design and curriculum as the best means of accomplishing the school's mission and realizing its vision.
- Understanding of the promises contained in the school's charter.
- Understanding of the distinction between the roles and responsibilities of each person and entity involved.
- Willingness to volunteer for one or more Board committees and the ability to contribute appropriate time and energy necessary to follow through on assigned tasks.
- Ability to work within a team structure.
- Specific knowledge, experience, and/or interest in at least one element of governance for the School.
- Results orientation.
- Commitment to a partnership based on mutual trust and respect among the Board, the principal and LHA.

### **Meetings of the Board of Trustees**

Meetings of the Board shall be open to the school community and the public to ensure members of the community are able to communicate their concerns to the Board. Staff shall be encouraged to attend Board meetings.

Any person may speak at an open meeting of the Board. The Board may restrict the length of time permitted to each speaker at a meeting, provided the time restriction is reasonable, is applied to all speakers not members of the Board, and is intended only to limit the length of the meeting. A person may present comments, feedback, suggestions, or complaints in writing to the Trustees. Each Trustee shall read the document prior to the next Board meeting, assuming that the document is delivered to the Board Secretary seven days before the next meeting. If such a document is delivered to the Secretary in a language other than English, the Secretary shall arrange for its translation within a reasonable amount of time.

The Trustees shall discuss any feedback regarding the governance, operations, or policy of the School. A determination shall be made by the Trustees whether or not a change is needed at the School. To the fullest extent allowed by law, all such discussion shall take place in an open meeting.

### **Role of Administrators and Others**

The principal will function as the school's instructional leader, freed up from much of the bureaucratic and financial "legwork" of running a school due to the partnership with LHA. This role will set the tone for the entire school.

The principal is also responsible for the day-to-day management of the school, and reports directly to the Board of Trustees. The principal will deal with employee issues and advise and make recommendations to the Board concerning those issues. The principal will work with the staff to ensure that the established discipline policy is enacted as written; this, like all policy implementation, may include training, modeling, and extra supervision. He or she will work with the faculty to determine a budget that will provide the greatest benefit for the students. The principal will review the expenses of different operations and grant

funds, approve all expenditures under \$5,000, and make recommendations to the Board on contract awards for expenditures over this amount. The principal will meet with and counsel parents and students on issues that have been referred to him or her by the faculty. The principal will perform any other duties that are requested and approved by the Board.

The Director of Instruction (DOI) will be responsible for leading professional development and teacher development. Working closely with the principal to develop the vision and plan for professional development, the DOI will lead the day-to-day implementation of ongoing, on-site professional development activities. This person will spend the majority of his or her day in classrooms, meeting with teachers and giving feedback on how to improve the delivery of instruction. By focusing on in-classroom activities and feedback, the DOI will serve to forward the development of a rigorous and engaging teaching staff. The DOI will encourage, observe, and coach teachers. The DOI, as a key member of the school leadership team, reinforces the tone set by the principal.

Teachers and parents can always speak to the principal and DOI about leadership, curriculum, professional development, or other operational decisions. The principal will have the final say about the management of the school, but he or she will strive to make decisions that take into account the input of all the members of the school community. While we believe that the principal must have the autonomy and flexibility to make the key decisions that make for an excellent school, part of excellent leadership is listening to the diverse voices that make up the school – students, parents, and teachers alike. The principal and DOI may create structures, such as a faculty leadership team, parent council, or student council, that allow for more formal participation in decision-making.

Information is included in sections 17 and 19 on school structures that support student and parent involvement.

#### **4. Mission Statement**

JLCS will prepare students for college through a rigorous arts-infused program.

Our vision is that all students will be taught by an outstanding teacher in a nurturing environment and will achieve at high levels. Each student will develop the knowledge, skills and values necessary for responsible citizenship and lifelong learning.

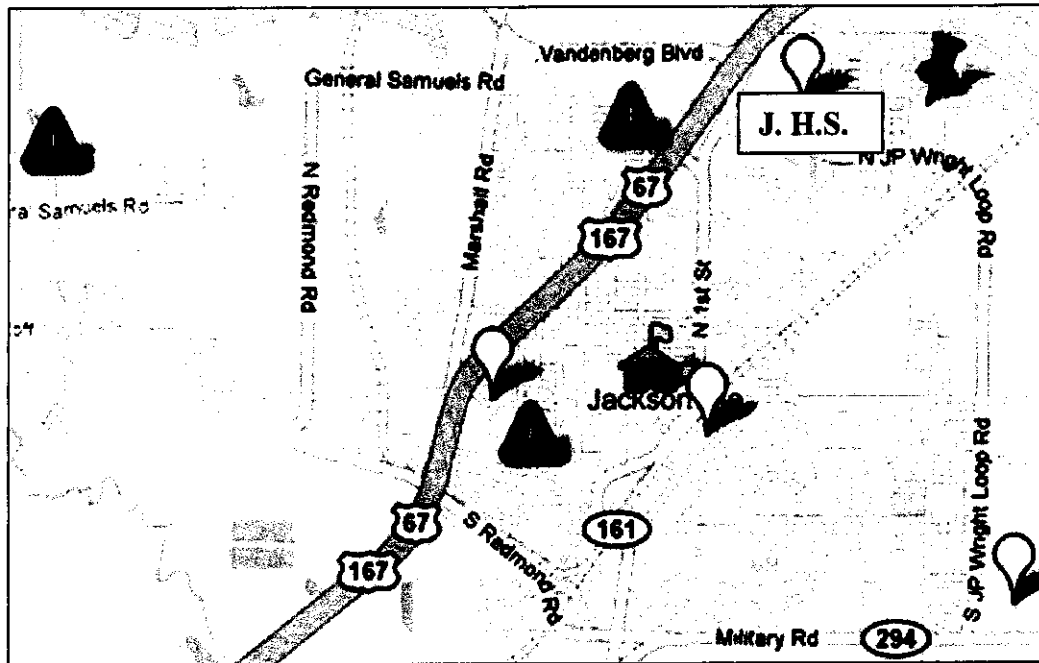
#### **5. Educational Need**

Typically, students who enroll in LHA charter schools are two to three years behind academically, and some have had poor school attendance records. The LHA model is designed to help these students catch up and reach proficiency level, at the very least, by the end of grade 8. During this time, the students become “Lighthouse Scholars”, prepared for success in our rigorous high school program (the LHA College Prep Academy) that, in turn, prepares them for success in college.





There is a clear need for this kind of option in the area where we propose to open JLCS. The school will be located on West Main Street in Jacksonville, a few blocks east of North First Street. The elementary and middle schools closest to this location – the Boys’ and Girls’ Middle Schools, plus Warren Dupree and Jacksonville Elementary Schools - and the only schools inside a busy loop (J.P. Wright Loop Road / Route 294 / Routes 167 and 67) are all falling short of making AYP measures. (See the map below for schools in



the area.) The nearby private schools, Hope Lutheran and Jacksonville Christian Academy, are both religious in nature. Nearby charter schools are also outside of the busy loop road and do not feature the arts infusion that will make JLCS distinctive.



**Key:**

-  Proposed site of Jacksonville Lighthouse Charter School
-  Schools on AYP alert
-  Schools designated in need of improvement
-  Schools making AYP

The need for another public school choice is underscored by academic and non-academic results from Jacksonville High School. Only 72 students out of every 100 who enter Jacksonville High School graduate. The most recent end of grade exams data shows only 29% of Jacksonville High School students scored proficient on most recent end of course literacy exam; only 25% scored proficient on the Geometry end of course exam, and only 24% scored proficient on the Algebra end of course exam. The most recent ACT results show that 66% of the graduates who took the ACT will need to take remedial course(s) if they choose to attend college. So, at this time only 24 out of 100 students who enter Jacksonville High School graduate prepared for college.

Our focus is on preparing children for success in college through a rigorous arts-infused program. To ensure that all students are making continuing progress toward this overarching goal, LHA uses a comprehensive assessment system, including diagnostic assessments, criterion referenced classroom and

standardized assessments, formative and summative assessments, and norm referenced assessments, to provide a complete picture of overall school and grade level progress as well as individual student progress.

LHA uses the NWEA Measures of Academic Progress (MAP) to measure progress over the course of a year as well as from year to year. NWEA tests are state-aligned, computerized, adaptive assessments that provide immediate results about students' reading, language, and math achievement. Results are defined by a child's RIT score (the Rasch unit; a raw number tied to an equal interval curriculum scale designed by a Danish mathematician, Mr. Rasch, that uses individual item difficulty values to estimate student achievement) as well as percentile rank (a normative measure allowing comparison of a child's performance to that of his/her national peer group).

NWEA provides immediate and specific feedback to teachers and administrators as well as the overall network about students' instructional levels and needs. This data also provides projected state proficiency levels across a spectrum of skills/learning outcomes. The target growth goal for LHA schools 2007-2008 was 12 RIT points.

The results from all LHA schools are shown in Table 1.

**Table 1**  
**NWEA Gains Reading and Math 2007-2008**

	Fall 07	Spring 08	Point Gain Fall 07 - Spring 08	% Gain Fall 07 - Spring 08			Fall 07	Spring 08	Point Gain Fall 07 - Spring 08	% Gain Fall 07 - Spring 08
BLCS	167	183	16	9.6%		BLCS	169	186	17	10.1%
PLPCS	170	184	14	8.2%		PLPCS	171	187	16	9.4%
ILCS	169	182	13	7.7%		ILCS	171	185	14	8.2%
GLCS	174	189	15	8.6%		GLCS	176	192	16	9.1%
CLCS**	164	179	15	9.1%		CLCS**	167	183	16	9.6%
WGLCS	169	182	13	7.7%		WGLCS	171	187	16	9.4%
ECLCS	160	176	16	10.0%		ECLCS	162	181	19	11.7%
BZLCS	169	187	18	10.7%		BZLCS	173	192	19	11.0%
VLCS	171	189	18	10.5%		VLCS	175	193	18	10.3%
MLCS	177	188	11	6.2%		MLCS	179	192	13	7.3%
LHA Avg.	169	184	15	8.9%		LHA Avg.	171	188	17	9.9%

The Network average shows that collectively, our schools exceeded the target for growth for 2007-2008 of 12 RIT points in reading and mathematics.

As stated above, many students who enter LHA schools are 2-3 years behind academically. The data in Tables 2-5 shows LHA schools are making significant progress in closing the achievement gap.

Table 2

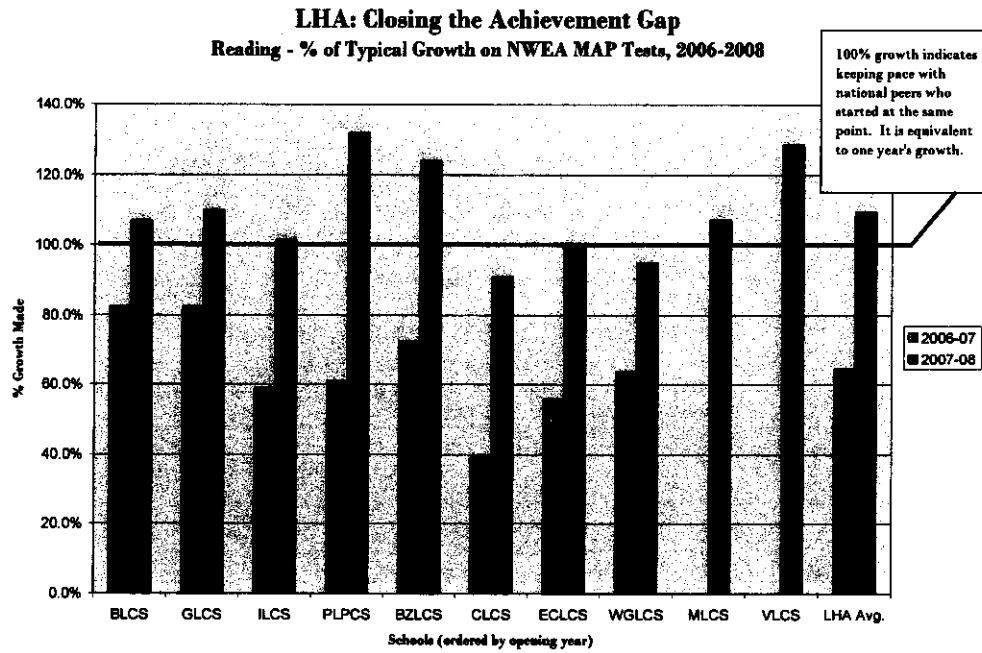
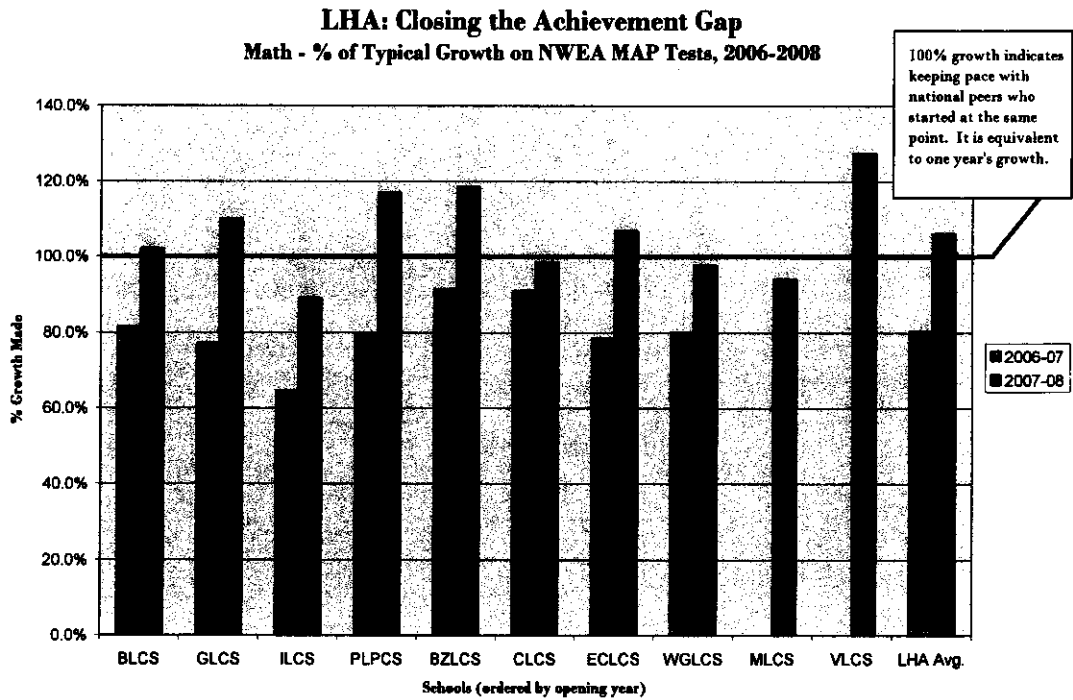


Table 3

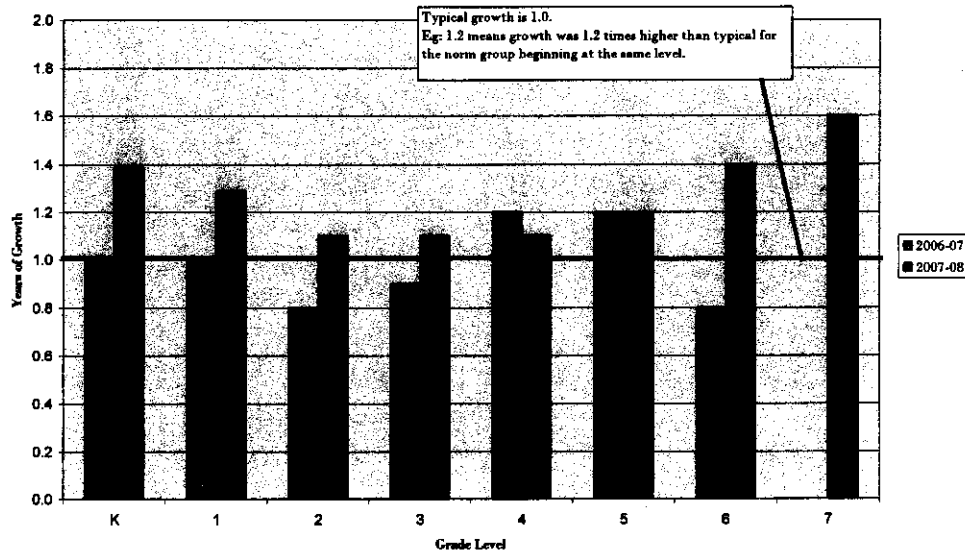


In addition to reviewing growth made at the school level, LHA also analyzes grade level progress. The charts below show the growth made by each grade level across the network over the past two years. The data show some significant gains:

- 100% of grade levels grew in reading at a greater rate than they did last year.
- 100% of grade levels met or exceeded one year's growth in reading.
- 100% of grade levels exceeded one year's growth in math this year.

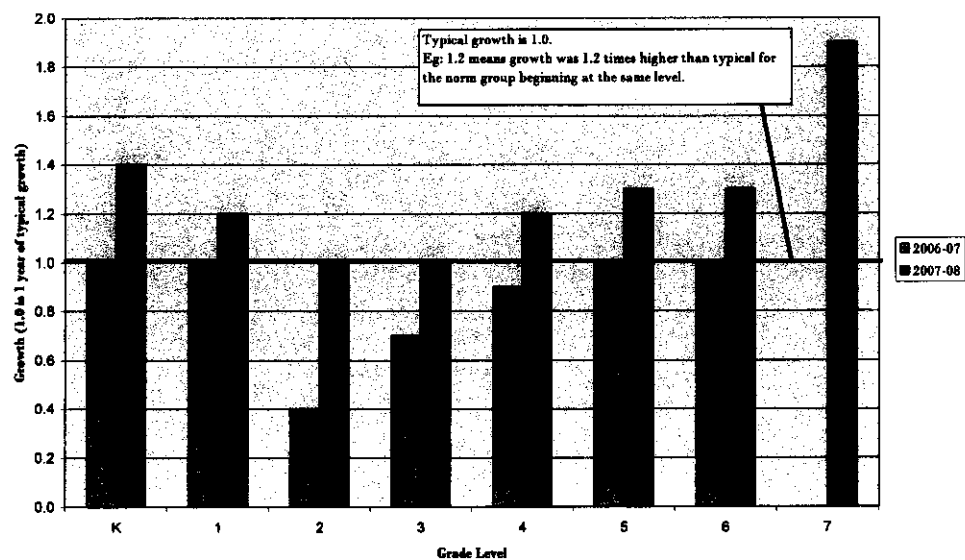
**Table 4**

**LHA: Nothing Less Than Excellence**  
**Math Growth on NWEA by Grade Level**



**Table 5**

**LHA: Nothing Less Than Excellence**  
**Reading Growth on NWEA by Grade Level**



Bronx Lighthouse Charter School (BLCS) has been open for four years. As expected, the rigorous academic program and longer school day/year are producing the desired results. These results show that:

- 100% of 3<sup>rd</sup> grade students scored proficient in math.
- 80% or more of 4<sup>th</sup> and 5<sup>th</sup> grade students scored proficient in math.
- BLCS math proficiency percentages are higher than the New York City (NYC) average.
- Proficiency percentages increased by grade level from last year to this year in both math and reading.
- 3<sup>rd</sup> and 5<sup>th</sup> grade students have higher reading proficiency rates than the NYC average.
- The school received an **A** on all categories of its 2007-2008 report card from the Chancellor's Office.

Another example is Potomac Lighthouse Public Charter School in Washington, D.C. The school has been open for three full years. Results from the 2007-08 state assessment indicate the school met AYP and demonstrated 11% and 24% gains in the number of students that scored proficient in reading and math.

Schools in the LHA Network that have not yet made some AYP requirements have still received high ratings under the state statute for academic progress. For example, Indianapolis Lighthouse Charter School did not make AYP in 2006-2007. However, the school received an *exemplary* rating under Indiana Public Law 221 because of the academic growth of the students. All other LHA schools in Indiana were rated *commendable* on this same scale.

## 6. Educational Program

### Overview of Curriculum

LHA schools engage students by infusing the arts into all areas of the curriculum and by building a strong school culture. Students are much more likely to achieve at high levels when they care deeply about what they are doing, when they see that academics connects to their own lives, and when they feel emotionally and physically safe to take risks and learn. Within this context, JLCS will use a combination of carefully researched curricula and instructional practices to help all students master learning standards found in the Arkansas Curriculum Frameworks and the LHA Mastery Objectives. These are the skills and concepts our students will know or be able to do at the end of each grade. The mastery objectives have been written based on state standards, NWEA learning objectives and our core academic programs.

### Core Elements of the LHA Design

#### Arts Infusion

We believe arts-infused instruction is the lever to increase student engagement, and thus, increase student achievement. Arts-infused instruction is:

- **A better way to engage students (activator)**  
Research shows that the study of art and music is linked to higher test scores.
- **A better way to teach the research-based curricula (reinforce and extend learning)**  
Teachers and visiting artists plan lessons that include artistic techniques and demonstrations in all subject areas.

- **An alternative way to assess student understanding of content and concepts**  
Teachers use exemplars to facilitate group feedback focused on work products, not students.

Research shows that arts play a key role in brain development.<sup>1,2</sup> By providing students with creative ways of learning and applying core content, the arts enhance students' understanding and retention. The College Entrance Examination Board reports that students who participate in art do better in academics than other students.<sup>3</sup>

Additionally, studies show that art increases student engagement in education.<sup>4</sup> The act of creating art makes the learning and application of core content less abstract, more personally relevant and inherently, more interesting. Moreover, the arts have been shown to be particularly effective in reaching economically disadvantaged students who are most at-risk of disengaging from school.<sup>5</sup>

*What sets BLCS apart from other schools [in the Bronx] is the beautiful artwork everywhere. When I come to work, I feel like I just entered a museum in mid-town Manhattan. Visitors often comment on the lovely art work and beauty of our building.*

*-Kareene Jones  
1<sup>st</sup> Grade Teacher,*

The LHA model also relies heavily on linking the school with its community. JLCs will partner with local **Arts Partners (AP)** to infuse art activities and techniques into teaching. We have already begun conversations with organizations that have as their missions to support the arts. For example, the **Arkansas Arts Center** has indicated that our school would be considered a partner school and be able to enjoy the benefits of this distinction. Additionally, the **Arkansas Symphony Orchestra** is interested in developing an arts partnership where their art partners would work with students and staff at the school. In every community in which LHA works, it partners with organizations like these in order to bring their skills to our students and to help our faculty learn about the resources available in the community in which they teach. Classroom teachers use the art techniques they learn from AP's to infuse the arts into classroom instruction where appropriate. These connections with working artists make our education program's basis in the arts more robust and meaningful than it could be without them. These links also serve as ways to get to know more parents since they will help JLCs become a true member of the arts community in central Arkansas.

**Reading and Language Arts:** The foundation of any strong academic program is reading. JLCs will use the research-based program – **Open Court Reading (OCR)** – a comprehensive reading program with leveled readers and quality literature to give all students a base in phonics and the opportunity to read a wide variety of texts. OCR is recognized as one of the research-based reading series called for by the No Child Left Behind Act (NCLB). As students begin to read with greater fluency, English language arts instruction will be based on quality literature and texts that support state standards and LHA mastery objectives.

<sup>1</sup> Sylvester, Robert. "Art for the Brain's Sake." *Educational Leadership*. Volume 56, Number 3. November 1998. Page 32.

<sup>2</sup> Sinatra, R. (1986). "Visual literacy connections to thinking, reading and writing." New York: Charles C. Thomas.

<sup>3</sup> See "The College Board, Profile of College-Bound Seniors National Report for 2001, 2002 and 2004" (Located at the web site of the National Association for Music Education, <http://www.menc.org/information/advocate/sat.html>).

<sup>4</sup> E.B. Fiske (Ed.), "Champions of Change: The Impact of the Arts on Learning." Arts Education Partnership. Available at: <http://artsedge.kennedy-center.org/champions/pdfs/ChampsReport.pdf>

<sup>5</sup> E.B. Fiske (Ed.), "Champions of Change: The Impact of the Arts on Learning."

Open Court is a particularly effective curriculum for integrating the arts. Throughout the reading and writing units, teachers have an opportunity to engage students in unit projects that incorporate the visual arts in creative ways.

In addition to a foundation built on reading skills, students in all grades will have myriad opportunities to practice different forms of writing, speak before varied audiences, and listen to a wide array of speakers, presenters, and other media. Much of this instruction will come from units aligned with topics in the Core Knowledge Sequence that teach these key skills in any subject area. In grades 7-8, when students have completed the OCR series, classes will be focused on reading high-quality literature; mastering standard conventions and vocabulary; and completing rigorous writing and speaking performances. Students in these grades will also make use of Reader's and Writer's workshops to analyze the texts from the class.

**Mathematics:** Mathematics instruction at JLCS will be highly structured. Teachers will emphasize mastery of concepts through practice over time in order to build a solid mathematics foundation for every child. Mathematics instruction in Kindergarten through third grade will give all students the opportunity to develop this foundation in the language and basic concepts of math. In the upper elementary and the middle school grades, students will move from foundation of basic skills to algebra. Concepts and skills will be addressed throughout all grade levels. Each grade level will build on and extend concept understanding so that children will approach each new challenge from a firmly established foundation.

Although some mathematics lessons link math to other disciplines, mathematics has its own language and patterns of thinking. It is important to work towards the development of higher-order problem solving skills in mathematics. Although, the prerequisite to developing these skills is for all students to have a sound grasp of basic facts and automatic fluency with fundamental operations.

The school will use the *Saxon Mathematics* program as the basis for mathematics instruction. Saxon Math presents concepts in carefully sequenced increments, allowing students to be introduced to new concepts in each lesson as well as to practice and review previously introduced concepts. It takes students through algebra by the end of 8<sup>th</sup> grade and thus prepares them to tackle a college preparatory program in high school. Saxon Math is a math curriculum that is distinguished by the repetitive nature of instruction, known as spiraling. Teachers revisit topics several times, and students practice concepts throughout the year in different lessons. Therefore, teaching mathematical skills in a manner that ensures that students will learn small pieces in an order that makes sense can help ensure that students master those skills over the course of a school year.

Several studies confirm the efficacy of the program itself. Studies at various elementary and upper grade levels show that students who work with Saxon Math outpace their counterparts who use other texts. This is true both in terms of rate of improvement and in absolute levels of progress. Saxon has demonstrated these results on the Stanford Diagnostic, the Metropolitan Achievement Test, and the International Test of Basic Skills.<sup>6</sup>

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<sup>6</sup> See Hansen, E., & Greene, K. (2000). *A recipe for math: What's cooking in the classroom?*

<http://www.secondaryenglish.com/recipeformath.htm>; Imrisek, J. P. (1989). *Incremental development: A more effective means of mathematics instruction?* Unpublished master's thesis. Bloomsburg University, Bloomsburg, Pennsylvania; Lafferty, J. F. (1994). The links among Mathematics text, students' achievement, and students' mathematics anxiety: A comparison of the incremental development and traditional texts. *Dissertation Abstracts International*, 56, 3041A.; Nguyen, K., & Elam, P. (1993). *The 1992-93 Saxon mathematics program evaluation report*. Oklahoma City: Oklahoma City Public Schools.

**Science:** Science instruction at JLCS will have a strong basis in lab work, exploration, and mastery of specific concepts. Using texts, kit-based lab materials, and video demonstrations, students will learn both principles directly and deduce them from experimental data. They will receive a strong background in the concepts that scientists have discovered over the years, and they will work as scientists to recreate some of these discoveries.

All students will use the kits created by researchers at the University of California known as the **Full Option Science System (FOSS)**<sup>7</sup>. FOSS kits provide all materials and instructions a teacher needs to conduct demonstrations and labs. Using the kits does not simply add lab activities to a traditional science program. FOSS kits demand active learning and encourage inquiry, which is the hallmark of scientific investigation. Students are presented with challenges to explore and discover. Rather than watching a lab, they participate thereby maximizing learning. FOSS also encourages the use of all senses to make observations. Students are not simply left to “discover” whatever they decide a lab tells them, they develop the understanding of science to make sense of their results in the context of concepts that were discovered long ago.

Several studies show the effectiveness of kit-based science instruction over textbooks alone (Bredderman, 1983; Shamansky, 1990). One study reports on how students at the El Centro school district, an extremely poor section of California, recorded much higher scores on the Stanford-9 as they spent more time using FOSS. Students who had spent more years using FOSS also improved their scores on writing tests.<sup>8</sup>

**Social Studies:** As students at JLCS work towards state and school standards, they will use a wide array of monographs, textbooks, stories, videos, web sites, maps, pictures, and other historical sources to study cultures, geography, and social sciences. No highly successful social studies teacher can rely solely on one textbook.<sup>9</sup> As a resource, however, we will make the **Pearson Learning History and Geography Program**<sup>10</sup> available to all students and teachers in grades K-6. Teachers in these grades will also use Core Knowledge's new teacher handbooks, which include extra lesson plans developed by practitioners around the country. In the Upper Academy, social studies units are designed using the Understanding by Design framework (see below) and are rooted in the Arkansas State Frameworks and LHA mastery objectives. Some content may come from the Core Knowledge Sequence; yet, it is not the basis for instruction because of state specific content standards.

**Understanding by Design (UbD):** UbD is not a prescriptive program, but rather a way of thinking and an approach to planning more purposefully and carefully within a given framework for student understanding. UbD is rooted in the “backwards planning” process – having clear expectations and outcomes for students first, and then planning backwards from the end goal in order to ensure understanding.

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<sup>7</sup> More information available at [www.lhsfoss.org](http://www.lhsfoss.org).

<sup>8</sup> <http://lhsfoss.org/scope/research/VIPStudy.pdf>

<sup>9</sup> “Six Questions to Ask on Back to School Night.” *The Thomas B. Fordham Foundation*. Web site text, located at <http://www.edexcellence.net/foundation/publication/publication.cfm?id=319>.

<sup>10</sup> Information available at

[http://plgcatalog.pearson.com/program\\_multiple.cfm?site\\_id=12&discipline\\_id=809&subarea\\_id=1055&program\\_id=828](http://plgcatalog.pearson.com/program_multiple.cfm?site_id=12&discipline_id=809&subarea_id=1055&program_id=828)



## **School Culture**

We believe that what members of our community do is as important as what they know. How we act and what we expect from each other is our school culture, and it has a significant impact on student achievement. Creating an achievement-driven and respectful school culture does not happen overnight. It requires consistent effort over an extended period of time. It demands a sense of urgency, hard work, dedication, and the holding of high expectations for all students and self.

Teachers and students at JLCs will work together to create a Culture of Achievement and a Culture of Respect, the two ways that LHA schools name key aspects of a positive school culture. The Culture of Achievement ensures that all teachers live up to high expectations in terms of instruction, instructional routines and procedures, and the set-up and maintenance of the classroom environment. The Culture of Respect refers to norms related to management and scholarly behavior, LHA routines, family communication and expectations regarding faculty communication and collaboration.

This culture comes to life through a variety of practices, a set of shared terms and language, and ongoing modeling. We teach students and teachers alike our **Core Values** immediately when they become members of the LHA community. Those values are:

### **Work Hard. Get Smart. Graduate from College.**

*What does this mean?* We put in whatever time it takes to get the job done right. We ask questions to “get smart” about what we don’t know. We aim our efforts at college, not just getting there but graduating and the new opportunities that will be available to our students beyond.

### **High expectations equal results.**

*What does this mean?* If we expect great things from our students, staff, and community, great things will be achieved. When we make excuses for people’s actions, we lower the bar for everyone.

### **Nothing less than excellence.**

*What does this mean?* This means we relentlessly pursue *excellence*. Not Okay. Not Good Enough. Not Alright. EXCELLENT!

### **Today is the day we make it happen.**

*What does this mean?* This means we don’t wait for change. We make change happen each and every day with all that we do.

## **Habits of Scholars**

We believe there are specific practices, routines and skills (and ultimately habits) that all students must consistently demonstrate in order to be successful in school. These ‘habits of scholars’ need to be explicitly modeled, taught, and reinforced throughout the year as needed. The ‘habits of scholars’ specify student actions which tie to our core values. These habits include interpersonal interactions as well as work habits. Teachers assess these skills using evidence collected on various assignments as well as daily classroom preparedness and participation. The ‘habits of scholars’ specify student actions which tie to our core values.

## Social Curriculum

LHA believes the social curriculum is as important as the academic curriculum and that there is a set of qualities (social skills and character traits) that all children need in order to be successful through college and life. These qualities are included in our **SHINE** character education program:

- Self-Discipline
- Humility
- Intelligence
- Nobility
- Excellence

LHA believes that we can develop these qualities and others in every child, and by doing so, we support our scholars to be successful academically and prepare them to work collaboratively with others as well as build self management skills to help prepare them for college. SHINE qualities are part of the school logo that is worn by all students. These qualities are reinforced throughout the school year through the Responsive Classroom and Developmental Designs for Middle School approach in tandem with the **SHINE Program**.

The Responsive Classroom(RC) and Developmental Designs for Middle School(DDMS) approaches are both student-centered, research-based methods for teaching students the *skills*, and not just the *rules*, to be successful at JLCs and, ultimately, in college. RC and DDMS require the integration of social and academic learning all day every day. They are based on the belief that the better the relationships in a school, the more successful the students can be, both academically and socially.

## Professional Development

We believe that the education program is only as good as the teachers teaching it. Therefore, we invest significant time both before and during the school year to provide intensive professional development opportunities for all staff members. A minimum of 20 professional development days are scheduled into the school year to address the needs of our teachers and staff to continually develop our skills and knowledge and demonstrate our commitment to nothing less than excellence – we continually strive to learn more. Each summer, the LHA network convenes in a central location to kick off the school year at the Network Summit. All instructional staff participates in this week-long event, focusing on our LHA Education model and excellent instructional practices.

The remaining 15 professional development days will be planned by the leadership team at JLCs in collaboration with network staff and generally completed at the school site. The school leadership team plans and implements these professional development days via their school's Professional Development Institute (PDI) as well as over the course of the year based on the school calendar. In addition to the 20 formal professional development days, ongoing opportunities for professional development happen throughout the school year in the following ways:

- Individual professional development plans
- Weekly Learning Walks by school leadership
- Weekly grade level meetings

*“...a growing body of research shows that improving teacher knowledge and teaching skills is essential to raising student performance...[effective professional development programs] create regular opportunities for serious collaborative planning, develop classroom assessment skills, and connect teachers to other professionals within and beyond their schools.” Sparks, D. and Hirsh, S. (2000) A National Plan for Improving Professional Development. National Staff Development Council: Oxford, OH.*

- Weekly team meetings
- Individual coaching
- Collaboration within the school and across the LHA network
- Professional development opportunities with school-based Arts Partners.

### **Frequent Assessment to Drive Instruction**

Effective schools use assessment to determine individual students needs, measure progress, and build a culture of achievement. Through the use of varied standardized and curricular assessments, teachers are well informed on the instructional priorities of each student. All students are assessed during the first weeks of school to determine baseline data that guides planning and instruction. Assessments throughout the year – both curricular and standardized – are utilized to monitor individual student and classroom progress. Each class posts grade level class NWEA targets to help keep the end-of-year target in focus every day.

### **College Focus**

As noted in our school's mission, the focus and mission of each and every person in the school is to prepare our students for college. Teachers will discuss college and college preparedness in classrooms and with students throughout the year. It is our job to make college real and attainable for all of our scholars. All classrooms are named for colleges and universities and in most cases, that of their teacher. Upper Academy students participate in college visits and students in 7<sup>th</sup> and 8<sup>th</sup> grade participate in CollegeEd, a collaborative academic and career planning curriculum for students, teachers, and families, designed to empower students with the skills and knowledge to envision their goals and achieve success in higher education.

### **More Time on Instruction**

To ensure that every child masters the work necessary to prepare them for college, J LCS will provide more time on task. This means a longer school year (190 instructional days) and a longer school day (8 hours). Instruction begins promptly at 8:00 A.M. and students work diligently throughout the day until bus dismissal at 4:00 P.M. We believe this is urgent work and that every second counts. Therefore, we push the limits and ensure students have learning opportunities through the last possible minute of the day.

### **Teaming**

Teaming improves school climate and school-wide reform efforts. It also helps to solve the professional isolation issues of the teaching profession. By encouraging teachers to team, teacher perceptions of efficacy in relation to students increase.<sup>11</sup>

### **Lower Academy (K-4)**

LHA believes in collaboration among faculty. Teachers in Kindergarten through grade four, although teaching in a self-contained classroom setting, work collaboratively in grade level teams. Weekly grade level team meetings are set up to provide opportunities for these teachers to collaborate on planning and implementing the curriculum and to analyze student data on a regular basis.

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<sup>11</sup> [Smith, S.C., & Scott, J.J. (1990). *The collaborative school: A work environment for effective instruction*. Eugene, OR: ERIC Clearinghouse on Educational Management, and Reston, VA: National Association of Secondary School Principals; Johnson, D.W., & Johnson, R.T. (1987).

### Upper Academy (5-8)

Once students enter the Upper Academy, the teaching team structure is different. Upper Academy at LHA is comprised of fifth through eighth grades.

- Grades 5 and 6: Students transition to a two-teacher team, Humanities (ELA/SS) and Math/Science, during the 5<sup>th</sup> – 6<sup>th</sup> loop.
- Grades 7 and 8: When students enter the 7<sup>th</sup> – 8<sup>th</sup> loop, students transition to a teaching team of 4 content specialist teachers (ELA, Math, SS, Science).

This gradual transition provides developmentally appropriate instructional structures, allowing students to gain organizational and management skills necessary during the Upper Academy years. In addition, this transition will allow the 5/6 Team to have increased individual student interaction and opportunities for relationship building. As students progress to the more rigorous and content specific curricula of the 7/8 Team, they will receive instruction from content areas specialists, allowing for more depth of knowledge.

### College Prep Academy (9-12)

JLCS's College Prep Academy (CPA) will build off of the rigorous academic program in the Lower and Upper Academies. The CPA will be a model small high school which will have a departmentalized teaming structure. All students at JLCS high school will participate in a rigorous program that meets the Arkansas smart core curriculum requirements.

### Looping

Looping is an instructional strategy to be used at JLCS to foster relationship building between students and teachers and to provide a stable and predictable environment for students. Beginning in first grade, students will spend two years with their teacher. Through looping, teachers can develop a deeper understanding of students' learning styles and needs, better understand the needs and expectations of families regarding their children's education, and approach the curriculum in more depth, knowing that there is more time to help students make connections<sup>12</sup>. The looping structure at LHA begins in first grade, allowing us to develop a solid and consistent Kindergarten team that provides a strong foundation for all students.

Academy	LHA Looping Structure
Lower Academy	K
	1-2
	3-4
Upper Academy	5-6
	7-8
College Prep	9-12

## 7. Measureable Goals

It is vitally important that our students are successful on the tests that determine academic success in Arkansas, the Stanford 10 and the criterion-referenced Augmented Benchmark Assessments. In addition, the Jacksonville Lighthouse Charter School has incorporated several in-house assessments that allow us to give students feedback on their progress in the arts.

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<sup>12</sup> Grant, Jim; Johnson, Bob, and Richardson, Irv. *The Looping Handbook: Teachers and Students Progressing Together*. Crystal Springs Books 1996

### **Goals in Reading**

- Students taking the SAT-10 will demonstrate improvement of at least 4 Normal Curve Equivalent (NCE) points (1/3 of a standard deviation) between annual administrations of the test's reading exam (where applicable).<sup>13</sup>
- Students who have spent three full years at the school will, on average, score as well as or better on Arkansas Augmented Benchmark Exams in literacy than students in schools in the Pulaski County Special School District with comparable demographic compositions
- At the end of its third year, the school will meet its AYP Targets in literacy.
- Among students who have spent three full years at the school, disaggregation of Stanford-10 data will show no significant difference between groups of students from different demographic groups within the school on the reading test (for students taking this test).
- For grade level cohorts that have been at the school for three full years, the percent on track to reach 8<sup>th</sup> grade proficiency in reading will increase by 10% each year as measured via the NWEA.

### **Goals in Reading Comprehension**

- All students who have spent two full years at the school will demonstrate the ability to select a reading strategy (determining importance, using inferences, asking questions, summarizing and synthesizing, activating prior knowledge, etc.) and apply it on internally created assessments, scored by rubrics.
- All students who have spent two full years at the school will generate evidence of daily reading and successful participation in grade-level appropriate reading activities (author studies, discussions, etc.) indicated through reading logs by earning passing grades on JLCS rubrics.
- 75% or more of the students who have spent three full years at the school will demonstrate proficiency on the Augmented Benchmark Exams in literacy.

### **Goals in Mathematics**

- Students who take the SAT-10 will demonstrate improvement of at least 4 Normal Curve Equivalent (NCE) points (1/3 of a standard deviation) between annual administrations of the test's mathematics exam (where applicable).<sup>14</sup>
- Students who have spent three full years at the school will, on average, score as well as or better on Arkansas Augmented Benchmark Exams in mathematics than students in schools in the Pulaski County Special School District with comparable demographic compositions (Note: Although we are an open-enrollment school, we expect that most of our students will come from Jacksonville and contiguous communities. However, if this is not the case, we will use a weighted average of the sending districts.)
- At the end of its third year, the school will meet its AYP Targets in mathematics.
- Among students who have spent three full years at the school, disaggregation of Stanford-10 data will show no significant difference between groups of students from different demographic groups within the school on the mathematics test.

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<sup>13</sup> The NCE is a way of measuring where a student falls along the normal curve. The numbers on the NCE line run from 1 to 99, similar to percentile ranks, which indicate an individual student's rank or how many students out of a hundred, had a lower score. NCE scores have a major advantage over percentiles in that they can be averaged.

<sup>14</sup> The NCE is a way of measuring where a student falls along the normal curve. The numbers on the NCE line run from 1 to 99, similar to percentile ranks, which indicate an individual student's rank or how many students out of a hundred, had a lower score. NCE scores have a major advantage over percentiles in that they can be averaged.

- For grade level cohorts that have been at the school for three full years, the percent on track to reach 8<sup>th</sup> grade proficiency in math will increase by 10% each year as measured via the NWEA.
- All students who have spent two full years at the school will demonstrate the ability to accurately arrive at solutions to grade-level computation problems, as shown by passing grades on tests and JLCS rubrics.

### **Goals in Mathematical Reasoning**

- All students who have spent two full years at the school will demonstrate the ability to use mathematical reasoning (comparing values or figures, determining best answers or explanations, modeling scenarios and equations, demonstrating techniques of problem solving, representing mathematical concepts in words and diagrams, and explaining their thinking and decision-making) and apply it on internally created assessments, as shown by passing grades on JLCS rubrics.
- 75% or more of the students who have spent three full years at the school will demonstrate proficiency on the Arkansas Benchmark Exam in mathematics.

### **Other Key Academic Goals**

All schools in the LHA network use the goals below as part of an accountability plan. We intend to meet all of these goals as a measure of the achievement of our college prep mission and to meet our internal requirements.

Performance Goals	Measurements
<b>Students</b>	
Goal 1: All students will be prepared to achieve success in college.	More than 80% of students enrolled in JLCS in 9 <sup>th</sup> grade will graduate within five full years.
	100% of 12 <sup>th</sup> grade students will apply to a four-year college. 90% or more of JLCS 12 <sup>th</sup> graders will be accepted to at least one college by graduation.
	Less than 15% of high school graduates attending college will be enrolled in remedial courses in English or math in the first semester of their freshman year of college.
Goal 2: All students will contribute to at least one public art demonstration or performance each year.	Teachers will record participants. Data will be disaggregated and reported.
<b>School</b>	
Goal 3: Parents will demonstrate satisfaction with the school's programming and operation.	Parents will rate the school, on average, at least 3.0 on a 4.0 point scale on an annual parent satisfaction survey.
	The average participation rate in family-teacher conferences will be at least 80%.

Goal 4: The school will demonstrate enrollment stability.	The school will fill at least 95% of available slots each year.
	The school will re-enroll at least 95% of the eligible students enrolled at the end of the school year for students entering 1 <sup>st</sup> -8 <sup>th</sup> or 10 <sup>th</sup> -12 <sup>th</sup> grades. The school will re-enroll at least 75% of entering 9 <sup>th</sup> grade students.
	The school will develop a wait list equal to 20% of the school's total enrollment by July of each year. <sup>15</sup>
	The average daily attendance will be at least 95%.
Goal 5: Jacksonville Lighthouse Charter School will retain talented faculty.	At least 90% of the staff eligible to return to the school for the next school year will do so.
	The staff will rate the school, on average, at least 3.0 out of a 4.0 point scale on a staff satisfaction survey.
Goal 6: The school will be financially stable.	There will be no audit exceptions made by the school's external auditor. The school will have a balanced budget each fiscal year.

## 8. Curriculum Alignment Process

The LHA curriculum is aligned with national standards. The LHA curriculum will be aligned to the Arkansas Curriculum Frameworks. A sample of a curriculum crosswalk, demonstrating alignment of the LHA mastery objectives with the Arkansas Frameworks for English and math, is provided in Attachment 4.

The alignment process links grade level mastery objectives to state standards so that as students master specific course objectives, they are mastering state standards. The steps in the alignment process are as follows:

- The LHA Education Team reviews the Arkansas Frameworks and develops the initial crosswalks.
- These crosswalks are used as part of the pre-opening professional development where teachers 'unpack' the standards to gain a complete picture of the learning expectations for their students.
- Teachers then work in teams using LHA Curriculum guides to complete their grade level crosswalks as a means of learning what they will teach.
- Specific training on the instructional program is then provided.
- Demonstration lessons taught by members of the staff and the LHA Education Team help put it all together.

Ongoing professional development and coaching by the Director of Instruction is used to support teachers in the implementation of the education program.

## 9. Geographical Area Served

We will be an open enrollment school; therefore, we could draw students from anywhere in the state. The school will be located in Jacksonville. The contiguous school districts are Bryant, Sheridan, White Hall, Dollarway, England, Lonoke, Cabot, Vilonia, Mayflower, East End, Perryville, Little Rock, and North Little Rock.

<sup>15</sup> The waitlist may exist even when not all slots are filled (see 95% goal above), because the open slots and the wait list may exist for different grades. For example there may be 4 open slots in grade 2 with no wait list, while there are no open slots in Kindergarten and a waitlist of 40 students.

## **10. Plan for Annual Report**

Accountability is of vital importance to a high-functioning school. JLCs will ensure that its program is fully accountable to all stakeholders in a variety of ways. However, the primary method of gathering academic data will be through multiple measures that include testing, surveys, and rubrics that apply to specific assignments. Attachment 2 shows the planned assessment schedule for the school.

The principal will use data from all of these assessments to prepare an annual report to be released to all parents and interested community members. The report will include test data from the school and will compare each year's efforts and progress to the school's earlier marks. It will also include information on the school's arts infusion program and our work with our arts partners, as well as report on all other key parts of the school, from Board performance to fundraising to teacher and student successes in individual classrooms.

## **11. Enrollment Criteria and Selection Processes**

In accordance with federal laws, no student will be denied admission to JLCs based on race, ethnicity, national origin, gender, disability, aptitude, or athletic ability. The school shall be open to any child who is eligible under the laws of the State of Arkansas for admission to a public school, and the school shall ensure compliance with all applicable anti-discrimination laws governing public schools, including Title VI of the Civil Rights Act and the laws of the State of Arkansas. New students will be admitted each year without regard to prior measures of achievement or aptitude, athletic ability, disability, handicapped condition, ethnicity, race, creed, gender, national origin, religion, or ancestry.

In the event that more students apply to the school than can be accommodated under the terms of the charter, JLCs will use a random, anonymous student selection method. This method will be a lottery conducted by one or more of the Trustees. The names of all students who have submitted applications with parent/guardian signatures shall be written on identical pieces of paper, one name per piece of paper, and shall each be folded in an identical manner. Names for each grade level shall be placed in separate containers. Beginning with the highest grade level, names will be drawn one at a time. If a child's name is drawn, and that child has younger siblings in the lottery, the names of the younger sibling shall be immediately placed on the enrollment list provided there is space available in the appropriate grade level. This process shall be open for all applicants and community members to witness. As allowed by law, we will also hold no more than ten percent of available seats each year for children of the founders as defined in the Arkansas Department of Education Rules and Regulations Governing Charter Schools.

In year two and thereafter, first preference will be given to returning students, who will automatically be assigned a space within the school. The next preference will be given to siblings of students already enrolled in the School. For definition purposes, "siblings" are two or more children that are related either by 1) birth, by means of the same father or mother, or 2) by legal adoption. Step-siblings will be considered siblings as well.

## **12. Job Descriptions of School Director and Other Key Personnel**

### **Board Members**

All Board members must demonstrate:

- Dedication to furthering the vision and mission of the school;
- Expectation that all children can and will realize high levels of academic achievement;



- Belief in the use of arts to increase academic outcomes;
- Willingness to volunteer for one or more Board committees and the ability to contribute appropriate time and energy necessary to follow through on assigned tasks;
- Ability to work within a team structure;
- Specific knowledge, experience, and/or interest in at least one element of governance for the School.

### **Principal**

The principal of JLCS is an instructional, operational and strategic leader who works to create and enhance a culture of achievement and respect where high expectations and results are the norm. The principal is responsible for demonstrating significant and measurable academic gains, each year, with all students. The principal's actions must always be aligned with our mission, vision, core values and education program.

### **Essential Qualities for the Principal**

LHA principals are more than school leaders and managers. They help transform children's lives by creating opportunities for a brighter future. LHA school leaders are responsible for ensuring all of our students achieve high levels of academic success. We seek principals who will make the commitment to lead with determination, integrity and purpose, embodying these essential qualities:

- Past experiences and actions reflect a commitment to the LHA mission, vision, core values
- A passion and ability to build and sustain the LHA K-12 model in a high need, urban environment
- Work in schools that demonstrates a sense of urgency and the relentless pursuit of high academic student achievement
- Reflective, self-aware and adaptable to communication and work styles of others
- Critical thinker and problem solver who takes initiative
- Belief in the power of collaboration and works to build a collaborative culture with LHA network, community, staff, families and students

### **Minimum Qualifications of Principal**

**Education:** Master's Degree in Education, Education Administration or Teaching

### **Experience, Knowledge & Skills:**

- Five (5) years teaching experience. Three (3) years of school administrative experience.
- Training and implementation of LHA curriculum programs
- Turning best practices into high quality, goal-driven results
- Proven track record of closing the achievement gap
- Collaborative leadership and school-based decision making
- Education law and regulations; federal programs initiatives; student support service programs
- Data managements tools, organizational tools, computer skills (Word, Excel, Access, PowerPoint and Outlook)
- Sense of humor

### **Director of Instruction (DOI)**

The Director of Instruction of JLCS is an instructional, operational and strategic leader who works to create and enhance a culture of achievement and respect where high expectations and results are the norm. Our

director of instruction is responsible for demonstrating significant and measurable academic gains, each year, with all students. The actions of our directors of instruction must always be aligned with our mission, vision, core values and education program.

### **Essential Qualities for the Director of Instruction**

LHA Directors of Instruction are more than instructional leaders and managers. They help transform children's lives by creating opportunities for a brighter future. LHA Directors of Instruction are responsible for ensuring all of our students achieve high levels of academic success. We are seeking Directors of Instruction who will make the commitment to lead with determination, integrity and purpose, embodying these essential qualities:

- Past experiences and actions reflect a commitment to the LHA mission, vision, core values
- A passion and ability to build and sustain the LHA K-12 model in a high need, urban environment
- Work in schools that demonstrates a sense of urgency and the relentless pursuit of high academic student achievement
- Reflective, self-aware and adaptable to communication and work styles of others
- Critical thinker and problem solver who takes initiative
- Belief in the power of collaboration and works to build a collaborative culture with LHA network, community, staff, families and students

### **Minimum Qualifications of Director of Instruction**

**Education:** Master's Degree in Education, Education Administration or Teaching

### **Experience, Knowledge & Skills:**

- **THREE TO FIVE (3-5) YEARS TEACHING EXPERIENCE.** Three (3) years of school administrative/leadership experience, including instructional coaching and collaborative leadership
- Training in and implementation of LHA curriculum programs
- Experience with data analysis and using data to target instruction and inform decision making
- Turning best practices into high quality, goal-driven results
- Proven track record of closing the achievement gap
- Data managements tools, organizational tools, computer skills (Word, Excel, Access, PowerPoint and Outlook)
- Sense of humor

### **Teachers (Classroom, Special Education and Special Subjects)**

LHA teachers work to create and enhance a culture of achievement and respect where high expectations and results are the norm. All teachers are responsible for demonstrating significant and measurable academic gains, each year, with the students they teach. All teachers' actions must always be aligned with our mission, vision, core values and education program.

### **Essential Functions for Teachers**

LHA teachers are more than instructional staff members and classroom managers. They help transform children's lives by creating opportunities for a brighter future. We seek teachers who will make the commitment to teach with determination, integrity and purpose, embodying these essential qualities:

- Past experiences and actions reflect a commitment to the LHA mission, vision, core values
- A passion and ability to build and sustain the LHA K-12 model in a high need, urban environment
- Work in schools that demonstrates a sense of urgency and the relentless pursuit of high academic student achievement
- Reflective, self-aware and adaptable to communication and work styles of others
- Critical thinker and problem solver who takes initiative
- Belief in the power of collaboration and works to build a collaborative culture with LHA network, community, staff, families and students

### **Minimal Qualifications of a Teacher**

**Education:** Bachelor's degree, preferably in Education

### **Experience, Knowledge & Skills:**

- Two (2) years prior teaching experience preferred
- Required state teaching certification/licensure; Highly Qualified status under No Child Left Behind
- Strong desire to work within an innovative, urban educational program
- Proven track record of raising student achievement scores
- Ability to turn best practices into high quality, goal-driven results
- Expertise in the assigned grade/subject (s) areas
- Highly effective writing, oral and interpersonal skills to communicate with a varied audience
- Data managements tools, organizational tools, computer skills (Word, Excel, Access, PowerPoint and Outlook)
- Sense of humor

### **Business and Operations Manager**

This person is responsible for oversight of the day-to-day operations of the school. The person will gather and input, with the support of the Office Manager, various student and staff data into the Arkansas Public School Network (APSN). In addition, this person is responsible for testing, analyzing and reporting on the food system, overseeing contracted services and other matters related to the day to day operations of the school. This person must be a creative thinker who is able to problem-solve and implement systems. Experience in an academic organization is highly desirable.

### **Essential Functions**

- Implement the LHA Procedures Manual by effectively administering all policies and procedural processes as these relate to the business operations of the school.
- Implement the LHA Employee Handbook by effectively administering and providing oversight for all policies and procedural processes.
- Input key school data into LHA's student information system, as well as any other Arkansas state required student, staff and financial information system including attendance, lunch programs, and other data as required by school reporting requirements; continuously update and verify accuracy of data.
- Capture and organize key school data for the creation and completion of all district, state and network reports, as requested.

**Minimum Qualifications:**

**Education:** Bachelor's degree in an appropriate discipline or equivalent experience

**Experience, Knowledge & Skills:**

- Experience with APSCN
- Familiarity with PowerSchool
- Advanced knowledge of Microsoft Office, especially Excel.
- Familiarity with web-based technologies
- Ability to use Excel and other technologies to manipulate data and data formats
- Must have a strong attention to detail
- Demonstrated experience in critical thinking and creative problem solving in a team-based collaborative work environment
- Ability to work closely with a wide range of people including students, faculty, administrators and support staff who possess a wide variety of skills.
- Ability to fulfill a variety of functions in a team environment without direct supervision.
- Excellent written, verbal and interpersonal communication skills.
- Ability to train end-users on technology systems.
- Desire to work in a mission and goal driven organization
- Efficiency and ability to work under and meet deadlines

LHA office managers are more than operational managers and administrative support. They help transform children's lives by creating opportunities for a brighter future. We are seeking office managers who will make the commitment to conduct their work with determination, integrity and purpose, embodying these essential qualities:

**Essential Functions**

- Assist principal with all aspects of student recruitment: marketing materials, answering parent questions, processing applications, lottery organization, working with parents/guardians to complete enrollment information
- Manage financial processing and record keeping for the school, including invoice processing, cash management, bank deposits, procurement, and asset inventory and weekly reporting.
- Collect and update all Human Resources data for the school, including processing new hires, submitting payroll data and changes to LHA.
- Maintain all files and records for the school as may be required to ensure accuracy and confidentiality, as well as efficiency for information collection.

**Education:** Associate's Degree, Preferably in Education

**Experience, Knowledge & Skills:**

- Prior office management and clerical experience in a school environment
- Ability to operate effectively in a busy, open air environment with intermittent interruptions
- Working knowledge of student information systems, PowerSchool experience preferred

- Strong desire to work within an innovative, urban educational program
- Ability to turn best practices into high quality, goal-driven results
- Highly effective interpersonal skills to provide high quality customer service
- Experience using QuickBooks, web based payroll (ADP preferred) and HRIS systems, Microsoft Office Pro software, and ability to effectively use word processing, spreadsheet, presentation and database applications
- Working knowledge of standard office equipment including, but not limited to: PC, copier, fax machine, telephone, and local network and Internet searches
- Ability to complete thorough and accurate written reports/correspondence
- Excellent prioritization and organization skills; demonstrated decision-making and problem solving skills
- Sense of humor

### **Positions Budgeted for 2009-2010**

1 Principal  
 1 Director of Instruction  
 1 Business Manager (see section 13 for more details regarding this position)  
 1 Office Manager (see section 13 for more details regarding this position)  
 14 General education classroom teachers  
 2 Arts specialist teachers  
 2 Special education teachers  
 1 Title I teacher  
 1 School aide  
 0.5 Nurse

### **13. Business Office**

The school will hire a full-time Office Manager and a full-time Business Manager to interface with required budgeting and student information systems. The essential functions of these positions are detailed above in section 12. LHA provides a detailed procedure manual that covers all of the school's business functions including procurement, contracting with 3<sup>rd</sup> parties, payroll and benefit management. Many of these systems are web based and are accessed through The Prism, the LHA intranet.

The required budget worksheet has been completed by LHA's finance team which is included as Attachment 7. The budget for 2009-2010 will be reviewed each month by the Board as part of the school's financial report.

The LHA finance team has also prepared a conservative four-year budget forecast. Going forward, annual budgets will be drafted by the principal, reviewed by LHA, and approved by the JLCS Board of Trustees each year at the May Board meeting.

### **14. Annual Audit**

JLCS will work with the State of Arkansas to arrange for an audit by the Division of Legislative Audit, in compliance with Arkansas Code Title 6, Subtitle 1, Chapter 1, Subchapter 1 (101).

LHA's model also includes a programmatic audit. LHA will provide a yearly update on school progress, as an additional viewpoint on school development. This evaluation provides feedback to the school, the Board, parents and the community on the effective implementation of the school design and collects evidence on whether the school is meeting its goals.

## **15. Reporting Education Data**

The JLCS will participate in the Arkansas Public School Computer Network for reporting education data, as required. The school will hire a full-time Business Manager to work with this data network. Please see section 13 for additional information.

## **16. Facilities**

### **Description**

The Board of Trustees has entered into an agreement with Educational Properties, LLC an Arkansas corporation for the purpose of building a facility on N. First Street in Jacksonville, Arkansas. The agreement and supporting documents are included as Attachment 6.

The relationship between the school and the developer is that of tenant and landlord as described in the attachment documents. The developer has no other relationship to the school, or the school to the developer.

As stated in the attached documents, the facility will meet all federal and state requirements for a school building, including ADA and IDEA.

The local zoning authority has stated that the site may be used for a school. (Attachment 3)

There are no locations that sell alcohol within 1000 feet of the facility.

## **17. Student Services**

### **A. Guidance Program**

Our school design, which calls for enrolling students in Kindergarten and having them remain enrolled in the school through 12<sup>th</sup> grade, is intended to give JLCS greater control over each student's preparation for the subsequent grade. In addition, our strong academic program and talented, caring teachers coupled with a culture that values academic focus and achievement, will close some gaps that our entering students may have in academic or social development.

We will ensure that each new student completes relevant standardized and school-specific assessments upon enrollment, to help teachers know what that student has learned already. These include Qualls Early Learning Inventory® (QELI®), Metropolitan Achievement Test Eight Edition (MAT 8), and the NWEA fall interim assessment, all of which will serve as diagnostics. JLCS will also carefully review any data available in students' files from their previous schools and talk with parents or guardians to supplement this information.

The social curriculum, as guided by the Responsive Classroom (RC) and Developmental Designs for Middle School (DDMS), is the core of our guidance program. This approach to teaching and learning

supports schools in becoming caring communities in which social and academic learning are fully integrated throughout the day, and in which students are nurtured to become strong and ethical thinkers.

Each day begins in a morning meeting, which serves as a transition from home to school, helps students to feel welcome and known and sets the tone for the day. Over time, this meeting also creates a climate of trust, increases students' confidence and investment in learning, provides a meaningful context for teaching and practicing academic skills, encourages cooperation and inclusion and improves children's communication skills. In the upper academy, these meetings take place during an 'advisory' period each day and can be focused on certain themes such as friendship, safety, making choices or our SHINE qualities.

In addition to these meetings, RC and DDMS provide structured parameters and protocols for social conferencing (proactive), conflict resolution, and problem solving meetings. These collectively allow students opportunities to work through their issues in a safe, nurturing and respectful environment, helping to developing their self-management and social skills.

When J LCS school students enter the College Prep Academy (CPA) in 9<sup>th</sup> grade, we will provide a structured advisory program for all students. With this program, students stay with one "advisor" teacher for four years and the advisor serves as the primary point of contact between the school and family. Our advisory program will focus on three key priority areas including:

- Student Progress Case Management
- Family Connection
- Non-academic college prep

### **Student Progress and Case Management**

In our Advisory model, advisors will be assigned to students in the freshman year and continue on as their advisor for their entire time in at the CPA. This allows time to build and maintain relationships with both the student and families. Students will participate in an advisory class led by their advisor.

Advisors are academic "case managers" for their advisees. In this role, advisers maintain vigilant watch over student progress and where necessary, set into motion intervention protocols. At frequent intervals, determined by biweekly dissemination of progress reports, advisors have 1-on-1 meetings with their advisees to discuss how each student is doing. In cases where students are not making adequate progress, it is the advisor's responsibility to convene all of the key constituents, including colleagues and family members to collaboratively craft an action plan for student improvement and necessary support. Much like a case manager in the health professions, the advisor orchestrates the various services that are offered to students, serves as a student advocate, and holds the student accountable for accessing the resources that are provided.

### **Family Connection**

CPA advisors will be the primary point of contact between the school and home. Rather than having to contact six or more teachers to gauge how their child is doing, family members are able to call the advisor to get information. CPA will strategically build the relationship of trust between advisors and families by having teachers conduct home visits for all students during the summer before school begins. During these meetings, advisors facilitate conversations with students and families about how

the child learns best, what motivates him/her, and what his/her past experience with school has been like. Then, the student will take the CPA advisor on a tour of his/her neighborhood, sharing insights and stories as they walk. We expect advisors to gain a deeper appreciation for the life experiences of their students and concurrently build a foundation for open communication and trust between families and our school.

### **Non-Academic College Prep**

The advisory class is built to address many of the non-academic skills students will need in college. Developing personal time management systems, creating study groups, practicing computer-based research skills, character education, finding potential colleges that look like a good “fit” are all integrated into a four-year advisory curriculum.

The road to college includes careful planning of tasks above and beyond academic performance. Many of these steps can overwhelm or confuse first generation college bound students and their families. To ensure CPA students have the guidance, support and accountability needed to successfully execute these tasks, while also exploring and preparing for the norms of college life, time will be allotted and scheduled within the advisory class. Tasks include, but are not limited to planning for the PSAT, SAT and/or ACT exams, college research, college campus visits, and supporting students as they journey through the college application process.

### **B. Health Services**

The school will have a half-time registered nurse and will comply with all state laws regarding staffing in this area. The nurse will manage all distribution of medication, train staff as needed to keep students safe (food allergies, etc.), manage student medical information in full compliance with all relevant privacy statutes, and advise the principal in the creation of necessary medical policies.

The nurse may also teach some health education. He or she will coordinate with local agencies, hospitals, physicians, and organizations that have as their missions to improve children's or community health in order to make sure that all students have access to the care that they need.

### **C. Media Center**

The school will not have a media center when it opens, and we have applied for a waiver from the staffing requirement. Instead, the school will open a computer lab so that students have access to the internet for basic research. Each classroom will have a library of leveled books that support the LHA curriculum. We plan to develop relationships with the Central Arkansas Library System and the William Laman Public Library in North Little Rock for field study and support for our teachers.

### **D. Transportation**

LHA has significant experience with all phases of the RFP and contracting processes. LHA will lease one or more buses and periodically employ a driver(s) for the purposes of providing transportation for field study. The school may decide to provide daily transportation to and from school in the future. We will, at all times, comply with any requirements for transportation written into our students' IEPs.

### **E. Special Education**

JLCS will adhere to all Arkansas and federal requirements regarding Child Find to meet the State's requirements. This will ensure that all potentially disabled children, including those attending private



schools, highly mobile children with disabilities, such as migrant and homeless children, who may be in need of special education and related services are identified, located and evaluated. Children attending JLCS who are suspected of being a child with a disability are referred to the Special Education Pupil/Evaluation Team.

To the maximum extent allowed by each student's individualized education plan (IEP) and all applicable federal laws, including the Individuals with Disabilities Act (IDEA), JLCS will educate students with disabilities in the least restrictive environment, with their non-disabled peers. Special classes, separate schooling, or other removal of students with disabilities from the regular educational environment will occur only if the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

To the maximum extent appropriate, students with disabilities will also be expected to participate in, and where appropriate, receive credit for, non academic, extracurricular and ancillary programs and activities with all other students. Students with disabilities will receive all notices concerning school-sponsored programs, activities and services. To this end, we will use many of the techniques of school-based problem solving. We believe that we can address many learning issues by building in supports for students such as daily reports on student work completion or behavior, homework contracts, and collaboration between instructional staff. Such work will help to align our service delivery by making classroom teachers active participants in determining and providing services to their students, and by allowing teachers to address more individual needs within the context of classroom activities and teaching practices.

While the school is unable to create a complete strategy for serving our students until they are enrolled and IEPs are collected, we have developed a preliminary plan for meeting the needs of students with disabilities. JLCS will implement a tiered strategy. The school will provide resource help with two special education teachers, one of whom who will be able to serve as director. For the more intensive services such as long-term physical therapy, JLCS will look to work with third-party contractors to meet the needs listed in IEPs. The school will continue to reassess its special education methods and strategies and may, in the future, bring certain services in-house, should it be determined that such a change would be beneficial to our special needs students. A more definitive strategy for meeting the needs of students with disabilities will be developed after the specific needs of these students are identified. We have established a reserve in the budget for needs that arise once students are enrolled.

#### **F. Alternative Education**

It is the intention and commitment of the founders of JLCS to educate all students who choose our school. We will make necessary accommodations for students who need support beyond that provided by the general curriculum accommodation program. The guidance program, our devotion to parallel cultures of respect and achievement, and our arts infusion all help us connect with students who are struggling and make them successful. We will seek to meet individual needs with individual plans as needed. At times, this may include steps such as providing students with an aide, making space available for small groups, or offering extra help.

If a student's needs are such that his or her special education team recommends an out-of-district placement, we will follow all laws to ensure that the student's rights are always protected.

## **G. Gifted and Talented Program**

We request a waiver from this requirement.

## **18. Food Services**

The school will seek out a local vendor to supply hot and cold nutritious meals for all students every day at a reasonable cost through the RFP process. The nurse will consult with the vendor to ensure that menus are healthy and that foods that may trigger any severe allergies are either left out or easy to identify. While the specifics of the menus can only be developed once the nurse is hired and the vendor selected, in general, students will have milk, fruit and an entrée each day, and there will always be a vegetarian option to include students with dietary restrictions. Students who need free or reduced price lunches will have them provided.

## **19. Parent Involvement**

JLCS is committed to involving each parent as a partner in his or her child's education. Maintaining family engagement on an ongoing basis throughout the school year is an important part of a home-school connection which is essential for preparing students for success in college. There are numerous venues JLCS will utilize to involve families on an ongoing basis, including but not limited to:

- **A Family, Student and School Compact** which details expectations for the school, families and students. The more aligned the school and students' homes are in regards to student expectations at school, the stronger the experience and more successful the student will be.
- **Home Visits** welcome families into the education process, educate teachers about their students and families and help the school begin the process of family involvement. It also provides a forum to answer family questions and confirming the student's enrollment.
- **An Annual Summer Orientation** provides a forum for families to learn about the school's academic program, tour the school building and receive the *Student-Family Handbook*. All new students, families and staff participate in an orientation to welcome them to the LHA community.
- **Weekly Communication** from both the school leader and classroom teacher provides ongoing updates on school events, classroom instruction and individual student progress.
- **Monthly Family Meetings** for families include information about how families can help students at home as well as some cultural education for families.
- **Quarterly Family – Student – Teacher Conferences** are opportunities for teachers to meet with the student and his/her family to discuss progress in school.

In addition to the aforementioned opportunities for families to be involved with the school, parents have the opportunity to be involved with the JLCS board, volunteer in the school and organize school events. There will be two parents who serve on the Board. Many other board members are members of the local community as well.

## 20. Exemptions from Provisions of Title 6

In order to implement the LHA school program fully and effectively, we wish to make full use of our autonomy as a proposed charter school. We will be best able to serve the children and families at the JLCS with the following waivers:

### 1. We request a waiver from Title 6, Subtitle 2, Chapter 17, Subchapter 3 (301)(d), or 6-17-301-d. Employment of Certified Personnel.

The text of section (d) reads, in part,

No employment contract or extension to an employment contract entered on or after July 16, 2003, through July 1, 2004, may have a combined total increase in salaries, income, and benefits of greater than seven and one-half percent (7.5%) of the immediate previous existing contract for the same or substantially similar personnel position without the prior written approval of the state board...

We request this waiver because part of the strength and promise of a charter school is that it can “operate independently of the existing structure of local school districts.”<sup>16</sup> Our autonomy is crucial to implement the program we have designed and to inspire educational professionals to dedicate themselves to the work of teaching children and to execute at a level not yet seen in many K-12 settings. Our principal and board need the flexibility to offer the raises and salaries they see fit, adhering to the school’s compensation policy and all relevant laws ensuring non-discrimination, so that they can recruit, promote, and retain the most talented staff possible. We ask not to be limited to only 7.5% raises and to be exempt from having to petition the state board to go above this number if the situation, market, and employee’s performance warrant such a raise.

### 2. We request a waiver from Title 6, Subtitle 2, Chapter 17, Subchapter 4 (401), or 6-17-401. Teacher’s license requirements.

This part of the law requires all teachers to be licensed in order to teach and to be paid.

(a) Except as permitted under § 6-17-309 and § 6-17-2601 et seq., no teacher shall be employed in any public school of the state who is not licensed to teach in the State of Arkansas by a license issued by the State Board of Education.

(b) Any person who shall teach in a public school in this state shall only be entitled to receive any compensation from the school funds for such services if the person has:

- (1) A valid license issued by the state board; or
- (2) Other documentation from the Office of Professional Licensure of the Department of Education authorizing employment as a teacher under the conditions set forth by the Department of Education in the documentation.

JLCS requests this waiver because we seek to provide a unique program. We will use an innovative, research-based program which builds upon the benefits afforded by the arts to help children succeed in the core subjects *and* develop their craftsmanship and their appreciation for the musicians, painters, sculptors, and other masters whose works make up part of the canon. Finding teachers who are

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<sup>16</sup> Arkansas Code (Non annotated) > Title 6 Education > Subtitle 2. Elementary And Secondary Education Generally > Chapter 23 ARKANSAS CHARTER SCHOOLS ACT OF 1999 > Subchapter 1 — General Provisions > 6-23-102. Legislative intent.

passionate about their teaching and about music and arts, who have deep knowledge of how to teach core subjects *and* the fine and performing arts, and who are excited to do so in a new school is always a challenge. We ask to be allowed to recruit the best teachers, whether they have gotten their experience in a private school or have taken some non-traditional path to the classroom. All of our teachers will be Highly Qualified and will need to meet specific and rigorous LHA network hiring standards. However, within those requirements, we want our principal to be able to have the autonomy to hire the best possible teachers, even if some of those candidates' qualifications do not include an Arkansas license.

**3. We request a waiver from Title 6, Subtitle 2, Chapter 17, Subchapter 7 (702)(a)(1)(A), or 6-17-702(a)(1)(A). Staff development sessions.**

The text of this part of the law implies that no certified teacher may be denied the chance to attend any staff development session that meets certain standards for quality.

No school district shall deny certified personnel the opportunity to attend certified instructional staff development sessions conducted by bona fide professional organizations within the State of Arkansas.

If this would allow any teacher to attend professional development sessions against the wishes of the principal, we request a waiver. LHA has developed a carefully planned professional development calendar that dovetails with our educational model. The principal and director of instruction, working closely with LHA's Education Team, plan sessions needed by the staff and, at times, small groups or even individuals. Professional development is well-planned and extensive. At times, the principal may decide, with input from teachers, to use external professional development to support a teacher. But we believe that this decision must ultimately be the principal's, since he or she is the one who is most accountable for each teacher's effectiveness and results.

**4. We request a waiver from Title 6, Subtitle 2, Chapter 17, Subchapter 9 (919)(a)(1)(A), or 6-17-919(a)(1)(A). Warrants void without valid certificate and contract.**

Arkansas requires a teacher to be certified and under contract in order for his or her pay warrant to be valid.

**(a)** All warrants issued in payment of teachers' salaries are void unless:

- (1) (A)** The teacher is licensed ...in the State of Arkansas...; or
- (B)** The public school district employing the teacher has other documentation from the Office of Professional Licensure of the Department of Education authorizing employment of the teacher under the conditions set forth by the department in the documentation;
- (2)** The teacher has been employed by a valid written contract; and
- (3)** Copies of such contract are on file in the office of the county treasurer or the school district treasurer if the school district has its own treasurer.

Since we have requested a waiver from the requirement that teachers be licensed, we also request a waiver from this requirement so we are able to legally pay our faculty.

**5. We request a waiver from Title 6, Subtitle 2, Chapter 17, Subchapter 24 (2403)(a), or 6-17-2403(a). Minimum teacher compensation schedule.**

This requirement is quite straightforward. We request a waiver from the specific salary minimum and salary schedule set by the State of Arkansas. We propose to use the LHA compensation policy, which includes a salary schedule and is intended to be competitive in the marketplace and fair to all employees. Using this schedule will ensure that the school is able to pay teachers fairly and also balance its budget. Since, as a charter school, we bear the additional cost of rent and up fit for a facility, we must be quite conservative in our budgeting.

**6. We request a waiver from the following rules governing standards for accreditation:**

**7.02.2 Each school district shall provide and publish, in a newspaper with general circulation in the district before November 15 of each school year, a report to the public detailing progress....**

We intend to provide a great deal of information to our parents and community. However, a report published by November 15 of our first year would only have data based on roughly eight weeks of school. Given the demands of the start-up period and this lack of data, we request permission to publish an annual report in summer 2010 and then publish the required reports referred to in 7.02.2 beginning in our second year of operation.

**7.03.1 Each school board, prior to November 15 of each year, shall hold a public meeting, at a time and place convenient for a majority of the school patrons and employees, to review and discuss its annual report detailing progress toward accomplishing its district's program objectives, accreditation standards, and proposals to correct deficiencies.**

We request a waiver from this rule because we have requested a waiver from the report to which it refers. Again, we will not have enough data by this time to draw any conclusions. We propose instead to hold a "State of the School" meeting at roughly the same time. At this meeting, the principal will share anecdotal reports on the school's progress towards implementing the JLCS program as detailed in the charter. We propose to begin holding the specific meeting described in 7.03.1 in our second year.

**8.01 Each school district shall form a coalition ... to develop and implement a ... plan for ... involvement in the delivery of ... youth services....**

We request a waiver from this rule because we will do the same work in a different way. JLCS represents the coming together of parents, different agencies and institutions, and business and industry, as stated in the text of the rule, to improve options and support for youth in Pulaski County. Community members will sit on the school's board, and its existence will improve the delivery of services to children. It is our contention that forming an additional body would be redundant and could limit the effectiveness of that body as well as the board and management of the school.

## **10.02 CLASS SIZE AND TEACHING LOAD**

We believe that the research on the benefits of reducing class size is mixed. While there are studies that suggest class sizes of less than 20 do improve student achievement, other studies question the validity of this data. Class size at JLCS will not exceed 22 in K and 25 in all other grades. We believe that data driven differentiated instruction will ensure that the needs of all children are being met.

### **15.01 Each school district shall employ a full-time superintendent when enrollment exceeds three hundred.**

JLCS will employ a full-time Principal, Director of Instruction and Business Manager. This team will have a great deal of support from LHA. LHA staff will prepare documents for the Board and for the Arkansas Department of Education, conduct recruitment and fundraising efforts, and interface with the same stakeholders traditionally courted by superintendents. The position would be both costly and redundant to our model and we request a waiver from this rule.

### **15.03.1 All administrative, teaching, and other personnel shall hold a current, valid Arkansas license as required by law.**

We have already requested a waiver from the law which requires teachers to be licensed in Arkansas, stating that we would instead hire only teachers who met federal HQT standards, adhered to LHA hiring standards, and who were particularly well qualified to excel in our arts-infused program. We need the flexibility to find the best possible teachers, regardless of the specifics of their licensure status. Our board must have the autonomy to find the ideal principal, and that principal must be able to assemble a top-notch staff without only recruiting from the pool of candidates who are licensed in Arkansas. Working artists, experienced private school teachers, and teachers who are drawn from out of state to our schools' distinctive mission and pedagogy compliment in-state hires at each LHA school, and this mix is part of what helps us offer an excellent program. We ask that we be allowed to hire qualified, talented, and dedicated educators even if they are not licensed in Arkansas.

### **16.02.3 Each school with fewer than three hundred (300) students enrolled shall employ at least a half-time, licensed library media specialist.**

We request a waiver from this rule because while we will purchase classroom libraries but will be unable to support a media center in the school's opening years. Start-up expenses, combined with the conservative budgeting that makes that start-up period much more likely to go smoothly, prevent us from investing in the media center and library professionals in the school's first few years. We would like the principal and Board, along with LHA, to have the autonomy to make all staffing decisions in a way that best supports our arts-infused program.

**18.01 Each school district shall develop procedures to identify gifted and talented students in accordance with guidelines established by the Department.**

JLCS is as committed to providing support for gifted/talented and academically advanced students, just as it is to providing support for students who are lagging academically. Our educational program design is supportive of this population in several ways. We will gather data and write a simple learning contract that addresses areas of need with specific goals and strategies. Students may receive tutoring or extra coaching, or regular assignments may be enriched to better challenge and engage students. Gifted students may be asked to produce more complex pieces of writing, to incorporate arts to a greater depth, or to present work in a more challenging or individualized way. An adult in the school – usually the classroom teacher – will be assigned to track each student's progress and report to parents/guardians frequently. Because the learning contract can call for goals to be established in all subject areas, students who are advanced in one or two areas will not be held back in those subjects because of weaknesses in other areas. Conversely, we will not allow students to focus on their strengths and ignore areas where skill deficits exist. However, we do not have the capacity to hire a specific gifted-and-talented teacher, and we do not plan to develop a full program for these students, given our small size. Thus, we request a waiver from the requirement to follow specific guidelines in providing appropriate levels of challenge to gifted and talented children.

**21. Potential Impact on Surrounding Districts**

JLCS is a public, open-enrollment charter school created to bring excellent educational opportunities to all children. We will adhere to all applicable federal laws and all civil rights laws. We are an open-enrollment school that we may draw students from anywhere in the state. At full enrollment the school will reach 650 students over a seven year period. The impact appears to be very small.

**Attachment 1: Documentation of Public Hearing Advertisements**

**A. Notice of public hearing published each week for three weeks.**

See the details of publication on the invoice included below.

1 ARKANSAS DEMOCRAT-GAZETTE, INC PO BOX 2221 LITTLE ROCK, AR 72203 (501) 399-3660		ADVERTISING INVOICE/STATEMENT						
2 LIGHTHOUSE ACADEMIES, INC 1661 WORCESTER RD STE 207 FRAMINGHAM MA 01701		4 BILLING DATE 07/31/08		5 TERMS OF PAYMENT 08/15/08				
		3 INVOICE NO. 442003		PAGE 1				
		6 ADVERTISER/CLIENT NAME						
		7 BILLED ACCOUNT NO. 1611607		8 ADV./CLIENT				
		9 BILLING PERIOD 07/01/08 07/31/08						
		10 ADVERTISING DEPARTMENT						
		11 RETAIL DISPLAY						
12 DATE	13 DESCRIPTION	14 CLASS/ TYPE	15 DIMENSIONS	16 TIMES	17 BILLED UNITS	18 U/M	19 RATE	20 AMOUNT
06/30/08	BALANCE FORWARD							0.00
07/31/08	Payment on Account							1,462.08CR
PUBLICATION: DEMOCRAT-GAZETTE - RETAIL ADV.								
07/29/08			MSA 2x4.00	1	8.00in	60.920		487.36
Publication Totals:				\$487.36				
24 AGING								21 AMOUNT
JUNE		MAY		APRIL		OVER 3 MONTHS		974.72CR
0.00		0.00		0.00		0.00		974.72CR
THANKS FOR ADVERTISING IN THE ARKANSAS DEMOCRAT-GAZETTE!								
26 BILLED ACCOUNT NO. 1611607						27 BILLED ACCOUNT NAME LIGHTHOUSE ACADEMIES, INC		
4 BILLING DATE 07/31/08		3 INVOICE NO. 442003		25 TOTAL AMOUNT DUE 974.72CR		COPY		
TO INSURE PROPER CREDIT, PLEASE DETACH AND RETURN WITH YOUR PAYMENT								



# Arkansas Democrat Gazette

PRE BILL FOR 08/01/08 to 08/31/08

ADVERTISING DEPT: Retail

LIGHTHOUSE ACADEMIES, INC  
1661 WORCESTER RD STE 207  
FRAMINGHAM, MA 01701

ACCOUNT NUMBER: 1611607

Publ Ad #	Date	Description	Size UM	Unit Rate	Amount
AD 1270406	08/05/08		8.00 in	60.920	487.36
AD 1270406	08/12/08		8.00 in	60.920	487.36
TOTAL PRE BILL CHARGES:					974.72
PRE BILL TOTAL:					974.72

CAPITOL AND SCOTT • P.O. BOX 2221 • LITTLE ROCK, ARKANSAS 72203-2221 • (501) 378-3400

**B. Copy of the advertisement.**

Below is a scan of the advertisement which ran in the Arkansas Democrat Gazette. Note that text of an article appears in the top left corner; the ad did not appear in either the classified or legal sections of the paper.

bert Price testi-  
fied that he  
resided in apart-  
ment in Little  
Rock 5 p.m. She  
looked at Little  
Rock Lt. Terry  
ent had been  
inside, and po-  
tential evidence of a  
said.

**straight**

settle wants its  
fair and accurate  
reports of fact.  
error, write:  
Lester  
Star  
2221  
St. 72298  
during business  
hours Friday.


house near  
Marlsgate  
located near  
The building  
correctly identi-  
fied Paper Trails

1-800-666-5400 • 1-800-LEAF GUARD  
www.leafguard.com

Lighthouse Academies of Arkansas plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

**Notice of Public Hearing**  
Jacksonville Community Center  
5 Municipal Drive  
Jacksonville, AR 72078  
Wednesday, August 20, 2008, at 6:00 P.M.

All are welcome to join us to learn more about Lighthouse Academies and the education opportunities we will bring to your community.

 *We prepare our students for college through a rigorous arts-infused program.*

The invoice for the advertisement shows the ad size.

**C. Evidence of publication dates.**

Please see the above invoice for all publication dates.

D. Letters to superintendents and school board members.

## Lighthouse Academies.

August 11, 2008

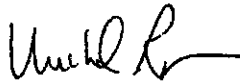
Mr. James R. Sharpe  
Superintendent  
Pulaski County Special School District  
925 East Dixon Road  
Little Rock, AR 72206

Dear Mr. James R. Sharpe:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

Yours truly,



Michael Ronan  
President and CEO

We prepare our students for college through a rigorous arts-infused program.

1661 Worcester Rd, Suite 207 · Framingham, MA 01701 · Ph: 508-626-0901 · Fax: 508-626-0905  
[www.lighthouse-academies.org](http://www.lighthouse-academies.org)

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
(Insurance for Mail Only, No Insurance Coverage Provided)  
 First-class postage paid at Little Rock, Arkansas  
**OFFICIAL USE**

Postage	\$ 00.42	0748
Certified Fee	\$2.70	
Return Receipt Fee (Endorsement Required)	\$0.00	
Registered Delivery Fee (Endorsement Required)	\$0.00	
<b>Total Postage &amp; Fees</b>	<b>\$ 03.12</b>	

Postmark Here  
 AUG 12 2008  
 HOPKINTON, MA 01748

SENT TO: Katherine Mitchell  
 Street, Apt. No. or PO Box No. 810 West Mainham St  
 City, State, ZIP+4 Little Rock, AR 72201

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
(Insurance for Mail Only, No Insurance Coverage Provided)  
 First-class postage paid at Little Rock, Arkansas  
**OFFICIAL USE**

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Certified Fee	\$2.70	
Return Receipt Fee (Endorsement Required)	\$0.00	
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<b>Total Postage &amp; Fees</b>	<b>\$ 03.12</b>	

Postmark Here  
 AUG 12 2008  
 HOPKINTON, MA 01748

SENT TO: H. Baker Kims  
 Street, Apt. No. or PO Box No. 810 West Mainham St  
 City, State, ZIP+4 Little Rock, AR 72201

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
(Insurance for Mail Only, No Insurance Coverage Provided)  
 First-class postage paid at Little Rock, Arkansas  
**OFFICIAL USE**

Postage	\$ 00.42	0748
Certified Fee	\$2.70	
Return Receipt Fee (Endorsement Required)	\$0.00	
Registered Delivery Fee (Endorsement Required)	\$0.00	
<b>Total Postage &amp; Fees</b>	<b>\$ 03.12</b>	

Postmark Here  
 AUG 12 2008  
 HOPKINTON, MA 01748

SENT TO: Robert Daugherty  
 Street, Apt. No. or PO Box No. 810 West Main  
 City, State, ZIP+4 Little Rock, AR 72201

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
(Insurance for Mail Only, No Insurance Coverage Provided)  
 First-class postage paid at Little Rock, Arkansas  
**OFFICIAL USE**

Postage	\$ 00.42	0748
Certified Fee	\$2.70	
Return Receipt Fee (Endorsement Required)	\$0.00	
Registered Delivery Fee (Endorsement Required)	\$0.00	
<b>Total Postage &amp; Fees</b>	<b>\$ 03.12</b>	

Postmark Here  
 AUG 12 2008  
 HOPKINTON, MA 01748

SENT TO: Shary  
 Street, Apt. No. or PO Box No. Mainham St  
 City, State, ZIP+4 R 72201

These receipts are one of 17 such pages of receipts from certified mailings to all potentially affected district's school board members and superintendents. In the interest of space, we have not included every receipt, but they are available upon request.

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
(Insurance for Mail Only, No Insurance Coverage Provided)  
 First-class postage paid at Little Rock, Arkansas  
**OFFICIAL USE**

Postage	\$ 00.42	0748
Certified Fee	\$2.70	
Return Receipt Fee (Endorsement Required)	\$0.00	
Registered Delivery Fee (Endorsement Required)	\$0.00	
<b>Total Postage &amp; Fees</b>	<b>\$ 03.12</b>	

Postmark Here  
 AUG 12 2008  
 HOPKINTON, MA 01748

SENT TO: Robert Morehead  
 Street, Apt. No. or PO Box No. 6 Eastwood Court  
 City, State, ZIP+4 Pine Bluff, AR 71602

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
(Insurance for Mail Only, No Insurance Coverage Provided)  
 First-class postage paid at Little Rock, Arkansas  
**OFFICIAL USE**

Postage	\$ 00.42	0748
Certified Fee	\$2.70	
Return Receipt Fee (Endorsement Required)	\$0.00	
Registered Delivery Fee (Endorsement Required)	\$0.00	
<b>Total Postage &amp; Fees</b>	<b>\$ 03.12</b>	

Postmark Here  
 AUG 12 2008  
 HOPKINTON, MA 01748

SENT TO: George Stepps  
 Street, Apt. No. or PO Box No. 6220 North Maple  
 City, State, ZIP+4 Pine Bluff, AR 71602

## Attachment 2: Schedule of Assessments

### Assessment Schedule – Arkansas Comprehensive Testing, Assessment and Accountability Program (ACTAAP) & LHA Assessments

Month	Assessment(s)	Grade Levels
August, September & October	Arkansas' <i>Kindergarten Screener (QUALLS)</i>	K
	Arkansas' <b>Metropolitan Achievement Test 8<sup>th</sup> Edition (MAT8)</b> <ul style="list-style-type: none"> <li>Mathematics</li> <li>Reading</li> </ul>	1
	LHA's <b>Fall NWEA Interim Assessment – Primary Grades</b> <i>Assessment / Measures of Academic Progress (PGA / MAP)</i> <ul style="list-style-type: none"> <li>Mathematics</li> <li>Reading</li> <li>Language</li> </ul>	K-5
January	LHA's <b>Winter NWEA Interim Assessment (PGA / MAP)</b> <ul style="list-style-type: none"> <li>Mathematics</li> <li>Reading</li> <li>Language</li> </ul>	2-5
March	Arkansas' <b>English Language Development Assessment for Limited English Proficient Students</b>	K-5
April	Arkansas' <b>Norm Referenced Testing (SAT10)</b>	K-2
	Arkansas' <b>Augmented Benchmark Exams</b> <ul style="list-style-type: none"> <li>Mathematics</li> <li>Reading / Language Arts</li> <li>Science / SS</li> </ul>	3-5
May & June	LHA's <b>Spring NWEA Interim Assessment (PGA / MAP)</b> <ul style="list-style-type: none"> <li>Mathematics</li> <li>Reading</li> <li>Language</li> </ul>	K-5

**Note:** Students will take the Stanford-10 as required by the State of Arkansas. Data from these tests will be reported along with our other test data.



**CITY OF JACKSONVILLE**  
ENGINEERING DEPARTMENT

**Attachment 3**

(501) 982-6071 Fax: (501) 985-6439

August 21, 2008

Mr. Michael B. Ronan  
President and CEO  
Jacksonville Lighthouse Charter School  
1661 Worcester Rd., Suite 207  
Framingham, MA 01701

Re: Zoning of Proposed Charter School Site

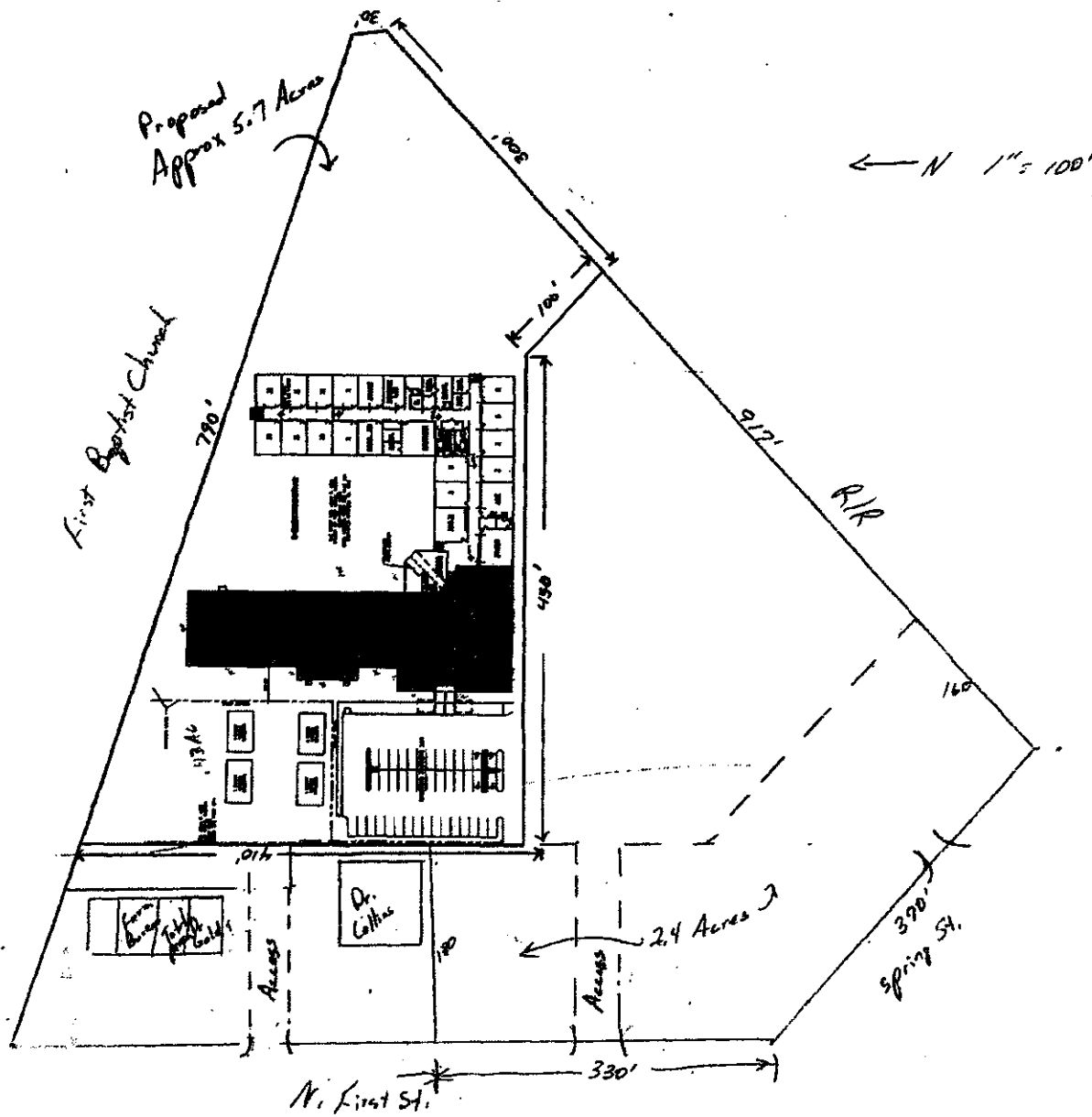
Mr. Ronan:

The property in question is currently zoned C-2 (Commercial Shopping Center District). Section 18.44.030 of The City Of Jacksonville Zoning Code allows schools (public, private and nursery) as a conditional use within the C-2 zoning district. Therefore, the proposed use and operation of a charter school would be allowed after receiving a favorable recommendation from The City of Jacksonville Planning Commission.

This conditional use can be obtained by submitting a written request to The City of Jacksonville Planning Commission. I would be more than happy to assist you in this matter. If you have any questions or need further assistance feel free to contact me at 501-982-6071.

Sincerely,

Chip McCulley  
City Planner  
City of Jacksonville  
501-982-6071



#### Attachment 4: Sample Curriculum Crosswalk (ELA and math)

##### **Curriculum Development and Alignment**

As a national network of charter schools, we provide an academic program that aligns with state standards. In an effort to support our instructional staff, the Lighthouse Academies Grade Level Mastery Objectives specify the skills and concepts our students will know or be able to do at the end of each grade. These mastery objectives have been written based on state standards, NWEA learning objectives and our core academic programs. Although the grade level lists are comprehensive, they do not comprise all the academic standards which need to be taught each year. This gap is apparent more in the Upper Academy where standards tend to be more content based than skill based. The grade level mastery objectives, *in tandem with state standards*, lay out what your students should know and be able to do by the end of the year. As teachers progress through the curriculum guide (planning units and lessons) teachers will continuously refer to the mastery objectives and state standards to ensure that they are explicitly teaching and assessing what has been laid out for each grade level. We provide support to school leadership teams and teachers on the use of our network curriculum guides in conjunction with specific state standards to strategize weekly how to supplement the core lessons to ensure full alignment with state standards.

Below you will find the Arkansas State Standards and the Lighthouse Academies Mastery Objectives by strand to demonstrate alignment.



**English Language Arts Strand Comparison**  
**English Language Arts**

<b>Arkansas Strands</b>		<b>LHA Mastery Objective Strands</b>
<b>Oral and Visual Communications:</b> <input type="checkbox"/> Speaking <input type="checkbox"/> Listening <input type="checkbox"/> Media Literacy		<b>Listening and Speaking: Skills, Strategies and Applications</b>
<b>Writing</b> <input type="checkbox"/> Process <input type="checkbox"/> Purpose, Topics, Forms and Audiences <input type="checkbox"/> Conventions <input type="checkbox"/> Craftsmanship	<b>Writing:</b> <input type="checkbox"/> Writing Process <input type="checkbox"/> Writing Applications <input type="checkbox"/> Writing English Conventions	
<b>Reading</b> <input type="checkbox"/> Foundations of Reading <input type="checkbox"/> Comprehension <input type="checkbox"/> Variety of Text <input type="checkbox"/> Vocabulary, Word Study and Fluency	<b>Reading</b> <input type="checkbox"/> Early Reading Skills <input type="checkbox"/> Comprehension <input type="checkbox"/> Literary Response and Analysis	
<b>Inquiring/Researching</b> <input type="checkbox"/> Research/Inquiry Process	<b>Writing</b> <input type="checkbox"/> Applications <input type="checkbox"/> Listening and Speaking	

# Arkansas

Strand: Reading

Standard 8: Foundations of Reading

# Lighthouse Academies

Strand: Reading

Beginning Reading Skills

*Students shall apply concepts of print, acquire knowledge of spoken words and understand the relationship of speech to print as they develop a foundation for literacy.*

	Arkansas Kindergarten	Lighthouse Academies Kindergarten	Arkansas Grade 1	Lighthouse Academies Grade 1
Utilizing concepts about print	<p><b>R.8.K.1</b> Demonstrate understanding of the relationship between written and oral language</p> <p><b>R.8.K.2</b> Demonstrate understanding of directionality (left to right, return sweep, top to bottom, front to back)</p> <p><b>R.8.K.3</b> Apply knowledge of letter and word</p> <p><b>R.8.K.4</b> Apply knowledge of first and last (i.e., letter,</p>	<p><b>Book and Print Awareness</b></p> <ol style="list-style-type: none"> <li>1. Identify the front cover, back cover, and title page of a book.</li> <li>2. Follow words from left to right and from top to bottom on the printed page (directionality)</li> <li>3. Locate the title, author, illustrator, table of contents</li> <li>4. Understand that printed materials provide information</li> </ol> <p><b>Word Recognition</b></p>	<p><b>R.8.1.1</b> Distinguish between letters, words and sentences</p> <p><b>R.8.1.2</b> Apply knowledge of letter, word, sentence and paragraph</p> <p><b>R.8.1.3</b> Recognize that there are correct spellings for words</p>	<p><b>Phonological Awareness and Phonics</b></p> <ol style="list-style-type: none"> <li>2. Identify letters, words and sentences</li> <li>3. Orally segment singular and multisyllabic words</li> <li>4. Blend 2-4 phonemes into words</li> <li>5. Identify initial, medial, and final sounds</li> <li>6. Generate a series of rhyming words (including blends)</li> <li>7. Distinguish long and short vowel sounds</li> <li>8. Generate the</li> </ol>

	Arkansas Kindergarten	Lighthouse Academies Kindergarten	Arkansas Grade 1	Lighthouse Academies Grade 1
	<p>sounds, words, etc.)</p> <p><b>R.8.K.5</b> Track known print using one-to-one correspondence</p> <p><b>R.8.K.6</b> Identify the front cover and back cover of a book</p> <p><b>R.8.K.7</b> Identify what an author does and what an illustrator does</p>	<p>13. Recognize, read and write first and last name</p> <p>14. Read one syllable and high frequency words by sight</p> <p>Vocabulary</p> <p>15. Identify and sort common words in basic categories (e.g., colors, shapes, food) (vocabulary development)</p> <p>Phonological Awareness and Phonics</p> <p>9. Identify initial and final consonant sounds of one syllable words.</p>	<p><b>R.8.1.4</b> Identify the author and title of a book</p>	<p>sounds of all the letters and form a variety of letter patterns (diphthongs, digraphs, blends)</p> <p>9. Read aloud grade appropriate text fluently and accurately (goal of 60 words per minute by the end of the year)</p> <p>Sight Words/Word Recognition</p> <p>10. Read common sight words (high frequency words)</p> <p><i>Reading: Comprehension</i></p> <p>1. Identify the components of a reading selection (title, author, table of content etc.)</p>

Developing phonological awareness	<p><b>R.8.K.8</b> Identify and produce oral rhymes</p> <p><b>R.8.K.9</b> Segment oral language into sentences and words</p> <p><b>R.8.K.10</b> Identify and work with syllables, onsets, fines in spoken words</p> <p><b>R.8.K.11</b> Isolate individual phonemes in a word</p> <p><b>R.8.K.12</b> Recognize like phonemes in different words (phoneme identity)</p> <p><b>R.8.K.13</b> Categorize words with like and</p>	Phonological Awareness and Phonics <p>10. Segment single syllable words.</p> <p>11. Blend consonant-vowel-consonant (cvc) sounds aloud to make words.</p> <p>12. Identify initial and final consonant sounds of one syllable words.</p> <p>13. Distinguish rhyming words from non-rhyming words</p>	<p><b>R.8.1.5</b> Blend <i>phonemes</i> fluently</p> <p><b>R.8.1.6</b> Segment <i>phonemes</i> fluently (minimum 40 <i>phonemes</i> per minute)</p> <p><b>R.8.1.7</b> Delete <i>phonemes</i> to create new words</p> <p><b>R.8.1.8</b> Add <i>phonemes</i> to existing words to create new words</p> <p><b>R.8.1.9</b> Substitute one <i>phoneme</i> for another to make new words</p>	Phonological Awareness and Phonics <p>2. Orally segment singular and multi-syllabic words</p> <p>3. Blend 2-4 phonemes into words</p> <p>4. Identify initial, medial, and final sounds</p> <p>5. Generate a series of rhyming words (including blends)</p> <p>6. Distinguish long and short vowel sounds</p> <p>7. Generate the sounds of all the letters and form a variety of letter patterns (diphthongs, digraphs, blends)</p>
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	<p>unlike <i>phonemes</i></p> <p>R.8.K.14 Blend separate <i>phonemes</i> orally into one-syllable words</p> <p>R.8.K.15 Segment individual <i>phonemes</i> orally in one-syllable words</p>			
--	---	--	--	--

## Mathematics Strand comparison

Mathematics	
Arkansas Strands	LHA Mastery Objective Strands
<b>Number and Operations</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Number Sense</li> <li><input type="checkbox"/> Properties of Number Operations</li> <li><input type="checkbox"/> Numerical Operations and Estimation</li> </ul>	Number Sense and Operations Problem Solving
<b>Algebra</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Patters, Relations and Functions</li> <li><input type="checkbox"/> Algebraic Representations</li> <li><input type="checkbox"/> Algebraic Models</li> <li><input type="checkbox"/> Analysis of Change</li> </ul>	Patterns, Functions and Algebra Problem Solving
<b>Geometry</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Geometric Properties</li> <li><input type="checkbox"/> Transformation of Shapes</li> <li><input type="checkbox"/> Coordinate Geometry</li> <li><input type="checkbox"/> Visualization and Geometric Models</li> </ul>	Geometry Problem Solving
<b>Measurement</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Physical Attributes</li> <li><input type="checkbox"/> Systems of Measurement</li> </ul>	Measurement Problem Solving
<b>Data Analysis and Probability</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Data Representation</li> </ul>	Statistics and Data Analysis Problem Solving

<input type="checkbox"/> Data Analysis <input type="checkbox"/> Inferences and Predictions <input type="checkbox"/> Probability	
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### Mathematics Sample Alignment:


#### Arkansas

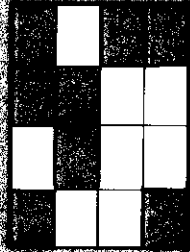
Strand: Number and Operations  
Standard 1 Number Sense

#### Lighthouse Academies

Strand: Number Sense and Operations

*Students shall understand numbers, ways of representing numbers, relationships among numbers and number systems*

	Arkansas Grade 2	Lighthouse Academies Grade 2	Arkansas Grade 3	Lighthouse Academies Grade 3	Arkansas Grade 4	Lighthouse Academies Grade 4
Rational Numbers	<p>NO.1.2.8 Communicate the relative position of any number less than 100 (27 is greater than 25 and less than 30)</p> <p>NO.1.2.9 Represent fractions (halves, thirds, fourths, sixths</p>	<p>Number Sense and Operations 3. Compare (<math>&lt;</math>, <math>=</math>, <math>&gt;</math>) and orders whole numbers to 1000</p> <p>Number Sense and Operations 14. Identify and models fractional parts of a whole or parts of a</p>	<p>NO.1.3.4 Represent fractions (halves, thirds, fourths, sixths and eighths) using words, numerals and physical models Ex. identify and illustrate parts of a whole and parts of sets of</p>	<p>Number Sense and Operations 15. Identify fractional part of a whole</p> <p>16. Identify and use correct names for numerator and denominator</p> <p>17. Add and subtract simple fractions with</p>	<p>NO.1.4.4 Write a fraction to name part of a whole, part of a set, a location on a number line, and the division of whole numbers, using models up to 12x12 Ex. <math>\frac{1}{2}</math> </p>	<p>Number Sense and Operations 11. Compare and order fractions</p> <p>12. Add and subtract simple fractions with different denominators with objects or pictures</p> <p>13. Name and</p>

Arkansas Grade 2	Lighthouse Academies Grade 2	Arkansas Grade 3	Lighthouse Academies Grade 3	Arkansas Grade 4	Lighthouse Academies Grade 4
<p>and exhibits) using words, numerals, and physical models Ex. Identify and illustrate parts of a whole</p> <p>NG 1.2.10 Utilize models to recognize that a fractional part can mean different amounts depending on the original quantity</p>	<p>group (up to 12 parts) 15. Recognize, name and compare unit fractions <math>\frac{1}{2}</math>, <math>\frac{1}{3}</math>, <math>\frac{1}{4}</math>, <math>\frac{1}{5}</math>, <math>\frac{1}{6}</math>, <math>\frac{1}{7}</math>, <math>\frac{1}{8}</math>, <math>\frac{1}{9}</math>, <math>\frac{1}{10}</math>, <math>\frac{1}{11}</math>, <math>\frac{1}{12}</math> 16. Recognize that when all fractional parts are included, the result is equal to the whole and to one</p>	<p>objects • recognize that a fractional part of a rectangle does not have to be shaded with contiguous parts</p>  <p>NO 1.3.5 Utilize models to recognize that the size of the whole determines the size of the fraction</p>	<p>similar denominators</p> <p>Number Sense and Operations 7. Add and subtract decimals to the hundredth place 9. Select and use appropriate operations to solve problems,</p>	<p>● ○ <math>\frac{1}{4} = \frac{\quad}{\quad}</math> ○</p> <p><math>\frac{1}{4} = \frac{1}{4}</math>     1     0     <math>\frac{1}{4}</math>     <math>\frac{1}{2}</math></p> <p><math>\frac{1}{4} =</math> One cookie shared by 4 children</p> <p>NO 1.4.5 Utilize models, benchmarks, and equivalent forms to recognize that the size of the whole determines the size of the fraction</p> <p>NO 1.4.6 Use the place value structure of the base ten</p>	<p>write mixed numbers using pictures or objects</p> <p>Number Sense and Operations 4. Identify place value in numbers to 100,000,000</p>



	Arkansas Grade 2	Lighthouse Academies Grade 2	Arkansas Grade 3	Lighthouse Academies Grade 3	Arkansas Grade 4	Lighthouse Academies Grade 4
			<p>quantity</p> <p>NO.1.3.6 Use the place value structure of the base ten number system and be able to represent and compare decimals to hundredths in money (using models, illustrations, symbols, expanded notation and problem solving) Ex. \$193.76 \$139.67</p>	<p>including those that involve money</p>	<p>number system and be able to represent and compare decimals to hundredths (using models, illustrations, symbols, expanded notation and problem solving) Ex. 3.67 <u>  </u> 3.78</p> <p>NO.1.4.7 Write an equivalent decimal for a given fraction relating to money Ex. <math>\frac{1}{10} = \\$0.10</math> <math>\frac{1}{4} = \\$0.25</math></p>	

# Attachment 5: School Calendar and Daily Schedule (Required)

## 2009-2010 Calendar

### July/August

M	T	W	R	F
	18	19	20	21
24	25	26	27	28

### September

M	T	W	R	F
31	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

### October

M	T	W	R	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28		

### November

M	T	W	R	F
2	3	4	5	6
9	10	11	12	
16	17	18	19	20
23	24	25	26	27
30				

### December

M	T	W	R	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

### January

M	T	W	R	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27		

### February

M	T	W	R	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26

### July/August

National LHA Summit July 27-31  
School-based PD August 3-14  
First day of School, Monday, Aug. 17

### September

Labor Day, Monday, September 7 (H)

### October

Columbus Day, Monday, Oct 12 (H)  
Q1 ends (48 days), Friday, Oct 23  
Q2 begins, Monday, October 26  
PT Conferences, October 29 (NS)  
PD, Friday, October 30 (NS)

### November

PD, Friday, November 13 (NS)  
Thanksgiving, Nov 26-27 (H)

### December

Winter Break, Monday, Dec. 21-31

### January

Winter Break continues, January 1  
MLK Birthday, January 18 (H)  
Q2 ends (49 days), Friday, Jan 22  
Q3 begins, Monday, January 25  
PT Conferences, January 28 (NS)  
PD, Friday, January 29 (NS)

### February

President's Day, February 15 (H)

### March

Spring Break, March 22-26 (NS)

### April

Good Friday, April 2 (H)  
Q3 ends (46 days), Friday, April 9  
Q4 begins, Monday, April 12  
PT, Thursday, April 15 (NS)  
PD, Friday, April 16 (NS)

### May

PD, Friday, May 14 (NS)  
Memorial Day, May 31 (H)

### June

Last day of school, Monday, June 21  
PT Conferences week of June 14

\*Snow days will be added to the end of the school year.

H—Holiday

NS—No students

### March

M	T	W	R	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

### April

M	T	W	R	F
			1	2
5	6	7	8	9
12	13	14		
19	20	21	22	23
26	27	28	29	30

### May

M	T	W	R	F
3	4	5	6	7
10	11	12	13	
17	18	19	20	21
24	25	26	27	28
31				

### June

M	T	W	R	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
	22	23	24	25
28	29	30		

	Professional Dev't days
	Holidays
	PT Conferences
	First & Last Days of School

### Quarters

Qtr 1	Aug 17-Oct 23	48
Qtr 2	Oct 26-Jan 22	49
Qtr 3	Jan 25-Apr 13	46
Qtr 4	Apr 11-Jun 21	47

Daily schedule

DAILY SCHEDULE FOR CLASSROOM TEACHERS

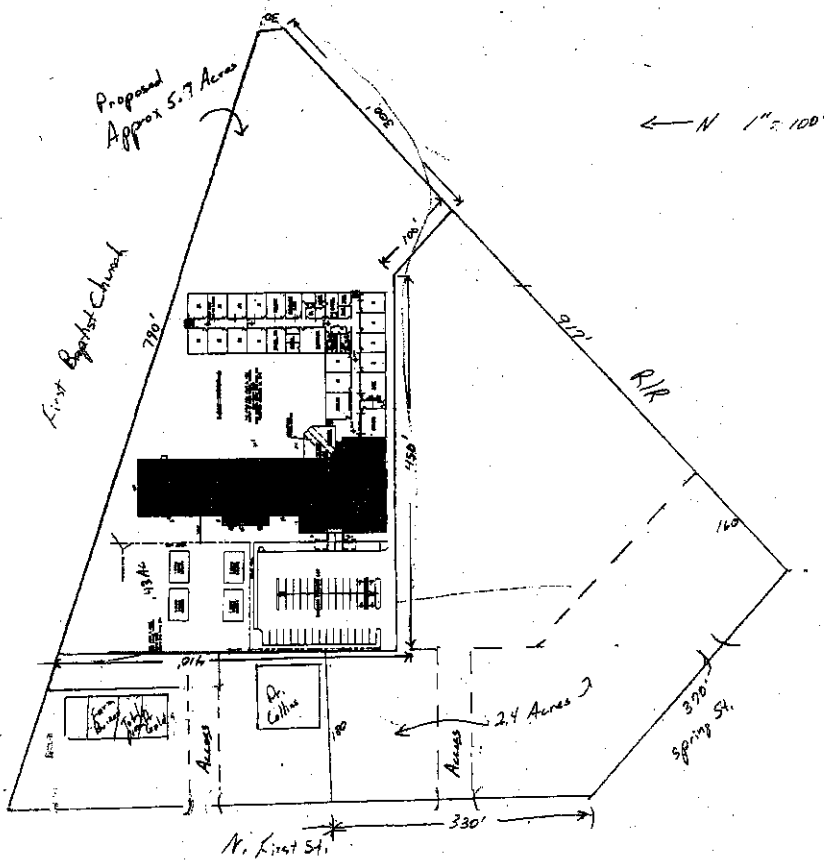
DAILY SCHEDULE FOR CLASSROOM TEACHERS																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
		RV 518	RV 519	RV 520	RV 521	RV 522	RV 523	RV 524	RV 525	RV 526	RV 527	RV 528	RV 529	RV 530	RV 531	RV 532	RV 533	RV 534	RV 535	RV 536	RV 537	RV 538	RV 539	RV 540	RV 541	RV 542	RV 543	RV 544	RV 545	RV 546	RV 547	RV 548	RV 549	RV 550	RV 551	RV 552	RV 553	RV 554	RV 555	RV 556	RV 557	RV 558	RV 559	RV 560	RV 561	RV 562	RV 563	RV 564	RV 565	RV 566	RV 567	RV 568	RV 569	RV 570	RV 571	RV 572	RV 573	RV 574	RV 575	RV 576	RV 577	RV 578	RV 579	RV 580	RV 581	RV 582	RV 583	RV 584	RV 585	RV 586	RV 587	RV 588	RV 589	RV 590	RV 591	RV 592	RV 593	RV 594	RV 595	RV 596	RV 597	RV 598	RV 599	RV 600	RV 601	RV 602	RV 603	RV 604	RV 605	RV 606	RV 607	RV 608	RV 609	RV 610	RV 611	RV 612	RV 613	RV 614	RV 615	RV 616	RV 617	RV 618	RV 619	RV 620	RV 621	RV 622	RV 623	RV 624	RV 625	RV 626	RV 627	RV 628	RV 629	RV 630	RV 631	RV 632	RV 633	RV 634	RV 635	RV 636	RV 637	RV 638	RV 639	RV 640	RV 641	RV 642	RV 643	RV 644	RV 645	RV 646	RV 647	RV 648	RV 649	RV 650	RV 651	RV 652	RV 653	RV 654	RV 655	RV 656	RV 657	RV 658	RV 659	RV 660	RV 661	RV 662	RV 663	RV 664	RV 665	RV 666	RV 667	RV 668	RV 669	RV 670	RV 671	RV 672	RV 673	RV 674	RV 675	RV 676	RV 677	RV 678	RV 679	RV 680	RV 681	RV 682	RV 683	RV 684	RV 685	RV 686	RV 687	RV 688	RV 689	RV 690	RV 691	RV 692	RV 693	RV 694	RV 695	RV 696	RV 697	RV 698	RV 699	RV 700	RV 701	RV 702	RV 703	RV 704	RV 705	RV 706	RV 707	RV 708	RV 709	RV 710	RV 711	RV 712	RV 713	RV 714	RV 715	RV 716	RV 717	RV 718	RV 719	RV 720	RV 721	RV 722	RV 723	RV 724	RV 725	RV 726	RV 727	RV 728	RV 729	RV 730	RV 731	RV 732	RV 733	RV 734	RV 735	RV 736	RV 737	RV 738	RV 739	RV 740	RV 741	RV 742	RV 743	RV 744	RV 745	RV 746	RV 747	RV 748	RV 749	RV 750	RV 751	RV 752	RV 753	RV 754	RV 755	RV 756	RV 757	RV 758	RV 759	RV 760	RV 761	RV 762	RV 763	RV 764	RV 765	RV 766	RV 767	RV 768	RV 769	RV 770	RV 771	RV 772	RV 773	RV 774	RV 775	RV 776	RV 777	RV 778	RV 779	RV 780	RV 781	RV 782	RV 783	RV 784	RV 785	RV 786	RV 787	RV 788	RV 789	RV 790	RV 791	RV 792	RV 793	RV 794	RV 795	RV 796	RV 797	RV 798	RV 799	RV 800	RV 801	RV 802	RV 803	RV 804	RV 805	RV 806	RV 807	RV 808	RV 809	RV 810	RV 811	RV 812	RV 813	RV 814	RV 815	RV 816	RV 817	RV 818	RV 819	RV 820	RV 821	RV 822	RV 823	RV 824	RV 825	RV 826	RV 827	RV 828	RV 829	RV 830	RV 831	RV 832	RV 833	RV 834	RV 835	RV 836	RV 837	RV 838	RV 839	RV 840	RV 841	RV 842	RV 843	RV 844	RV 845	RV 846	RV 847	RV 848	RV 849	RV 850	RV 851	RV 852	RV 853	RV 854	RV 855	RV 856	RV 857	RV 858	RV 859	RV 860	RV 861	RV 862	RV 863	RV 864	RV 865	RV 866	RV 867	RV 868	RV 869	RV 870	RV 871	RV 872	RV 873	RV 874	RV 875	RV 876	RV 877	RV 878	RV 879	RV 880	RV 881	RV 882	RV 883	RV 884	RV 885	RV 886	RV 887	RV 888	RV 889	RV 890	RV 891	RV 892	RV 893	RV 894	RV 895	RV 896	RV 897	RV 898	RV 899	RV 900	RV 901	RV 902	RV 903	RV 904	RV 905	RV 906	RV 907	RV 908	RV 909	RV 910	RV 911	RV 912	RV 913	RV 914	RV 915	RV 916	RV 917	RV 918	RV 919	RV 920	RV 921	RV 922	RV 923	RV 924	RV 925	RV 926	RV 927	RV 928	RV 929	RV 930	RV 931	RV 932	RV 933	RV 934	RV 935	RV 936	RV 937	RV 938	RV 939	RV 940	RV 941	RV 942	RV 943	RV 944	RV 945	RV 946	RV 947	RV 948	RV 949	RV 950	RV 951	RV 952	RV 953	RV 954	RV 955	RV 956	RV 957	RV 958	RV 959	RV 960	RV 961	RV 962	RV 963	RV 964	RV 965	RV 966	RV 967	RV 968	RV 969	RV 970	RV 971	RV 972	RV 973	RV 974	RV 975	RV 976	RV 977	RV 978	RV 979	RV 980	RV 981	RV 982	RV 983	RV 984	RV 985	RV 986	RV 987	RV 988	RV 989	RV 990	RV 991	RV 992	RV 993	RV 994	RV 995	RV 996	RV 997	RV 998	RV 999	RV 1000
KA	Morning Meeting	ELA Block	DEAR	Recess/Lunch	Social Studies/Science	WW	C/E	Math Block	Encore	Closing Circle																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										
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1D	Morning Meeting	ELA Block	C/E	ELA	Recess/Lunch	DEAR	Math Block	Encore	Social Studies/Science	Closing Circle																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										
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2B	Morning Meeting	ELA Block	Encore	ELA	Recess/Lunch	DEAR	Math Block	C/E	Social Studies/Science	Closing Circle																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										
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## Attachment 6: Facility Use Agreement (Required)

See Section 16 (page 28) for more information about Facility. See Attachment 12 for Lease Agreement.

### Site Plan



# Attachment 7: Proposed Budget (Required)

## Jacksonville Lighthouse Charter School 2008-2009 Budget

Public Charter School Application Budget Worksheet / Template Line# Revenues Amount Total	Amount	Total	Note
1 State Public Charter School Aid: No. of Students (327 x \$5,789.00 State			
2 Foundation Funding No. of Students (327) x \$36.00 Enhancement	1,893,003		
3 Funding	11,772		
4 Total State Charter School Aid		1,904,775	
5			
6 Other Sources of Revenues:			
7 Private Donations or Gifts			
8 Federal Grants (List the amount)	377,788		
9 Special Grants (List the amount)	147,315		
10 Other (See attached notes)	441,513		
11			
12			
13 Total Other Sources of Revenues		966,616	
14			
15 TOTAL REVENUES		2,871,391	
16			
17 Expenditures Amount Total			
18			
19 Administration:			
20 Salaries: (No. of Positions 3)	225,000		Principal, DOI and Business Manager
21 Fringe Benefits	56,250		
22 Purchased Services	106,000		
23 Supplies and Materials	16,350		
24 Equipment	22,890		
25 Other (Describe)	20,400		
26 Total Administration		448,890	See notes
27 Regular Classroom Instruction:			
28 Salaries: (No. of Positions 35)	623,000		
29 Fringe Benefits	153,065		
30 Purchased Services	35,839		
31 Supplies and Materials	258,330		
32 Equipment	178,120		
33 Other (Describe)	30,000		
34 Total Regular Classroom Instruction		1,278,354	
35 Special Education:			
36 Salaries: (No. of Positions: 2)	64,000		
37 Fringe Benefits	16,000		
38 Purchased Services	24,000		
39 Supplies and Materials			
40 Equipment	22,890		
41 Other (Describe)			
42 Total Special Education		128,890	
43 Gifted and Talented Program:			
44 Salaries: (No. of Positions )			
45 Fringe Benefits			
46 Purchased Services			

**Jacksonville Lighthouse Charter School 2008-2009 Budget**

47 Supplies and Materials		
48 Equipment		
49 Other (Describe) \$0.00		
50		
51 Alternative Education Program:		
52 Salaries: (No. of Positions____)		
53 Fringe Benefits		
54 Purchased Services		
55 Supplies and Materials		
56 Equipment		
57 Other (Describe)		
58		
59 Guidance Services:		
60 Salaries: (No. of Positions____)		
61 Fringe Benefits		
62 Purchased Services		
63 Supplies and Materials		
64 Equipment		
65 Other (Describe) \$0.00		
66		
67 Health Services:		
68 Salaries: (No. of Positions .5)	16,000	
69 Fringe Benefits	4,000	
70 Purchased Services		
71 Supplies and Materials	8,175	
72 Equipment	5,000	
73 Other (Describe) \$0.00		
74 Total Health Services		33,175
75 Media Services:		
76 Salaries: (No. of Positions____)		
77 Fringe Benefits		
78 Purchased Services		
79 Supplies and Materials		
80 Equipment		
81 Other (Describe) \$0.00		
82		
83 Fiscal Services:		
84 Salaries: (No. of Positions____)		
85 Fringe Benefits		
86 Purchased Services	10,000	Audit
87 Supplies and Materials		
88 Equipment		
89 Other (Describe) \$0.00		
90 Ttoal Fiscal Services		10,000
91 Maintenance and Operation:		
92 Salaries: (No. of Positions____)		
93 Fringe Benefits		
94 Purchased Services	92,800	
95 (include utilities)		
96 Supplies and Materials	16,350	
97 Equipment		
98 Other (Describe) \$0.00	40,000	

**Jacksonville Lighthouse Charter School 2008-2009 Budget**

<b>99 Total Maintenance and Operations</b>		<b>149,150</b>
100 Pupil Transportation:		
101 Salaries: (No. of Positions____)		
102 Fringe Benefits		
103 Purchased Services	60,000	
104 Supplies and Materials		
105 Equipment		
106 Other (Describe) \$0.00		
<b>107 Total Pupil Transportation</b>		<b>60,000</b>
108 Food Services:		
109 Salaries: (No. of Positions 1.5)	31,200	
110 Fringe Benefits	7,800	
111 Purchased Services	178,934	
112 Supplies and Materials		
113 Equipment		
114 Other (Describe) \$0.00		
<b>115 Total Food Service</b>		<b>217,934</b>
116 Data Processing:		
117 Salaries: (No. of Positions____)		
118 Fringe Benefits		
119 Purchased Services		
120 Supplies and Materials		
121 Equipment		
122 Other (Describe) \$0.00		
123		
124 Substitute Personnel:		
125 Salaries: (No. of Positions____)	14,000	
126 Fringe Benefits \$0.00		
<b>127 Total Subs</b>		<b>14,000</b>
128 Facilities:		
129 Lease/Purchase (contract for one total year including facility upgrades)	300,000	
130 Please list upgrades:		
131 Utilities (contract for one total year including facility upgrades)	43,200	
Insurance (contract for one total year including facility upgrades):		
134 Property Insurance	8,000	
135 Content Insurance		
<b>136 Ttoal Facility</b>		<b>351,200</b>
137 Debt Expenditures:	126,445	
138 Other Expenditures:		
139 (Describe)		
<b>140 Total Debt</b>		<b>126,445</b>
<b>141 TOTAL EXPENDITURES</b>		<b>2,814,038</b>



# Four-year budget projection

Arkansas LightHouse Charter School  
Budget Forecast

	Planning year	SCENARIO A	SCENARIO A	SCENARIO A	SCENARIO A	SCENARIO A
		assumptions	Budget Year 1	Budget Year 2	Budget Year 3	Budget Year 4
K	1		44	44	44	44
L	2		50	50	50	50
M	3		50	50	50	50
N	4		50	50	50	50
O	5		50	50	50	50
P	6		50	50	50	50
Q	7		50	50	50	50
R	8		50	50	50	50
S	9		50	50	50	50
T	10		50	50	50	50
U	11		50	50	50	50
V	12		50	50	50	50
W						
X						
Y						
Z						
AA						
AB						
AC						
AD						
AE						
AF						
AG						
AH						
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AK						
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Line	Planning year	Assessment	Student Year 1	Student Year 2	Student Year 3	Student Year 4
1000			12,000	12,000	12,000	12,000
1001			5,000	5,000	5,000	5,000
1002			5,000	5,000	5,000	5,000
1003			5,000	5,000	5,000	5,000
1004			5,000	5,000	5,000	5,000
1005			5,000	5,000	5,000	5,000
1006			5,000	5,000	5,000	5,000
1007			5,000	5,000	5,000	5,000
1008			5,000	5,000	5,000	5,000
1009			5,000	5,000	5,000	5,000
1010			5,000	5,000	5,000	5,000
1011			5,000	5,000	5,000	5,000
1012			5,000	5,000	5,000	5,000
1013			5,000	5,000	5,000	5,000
1014			5,000	5,000	5,000	5,000
1015			5,000	5,000	5,000	5,000
1016			5,000	5,000	5,000	5,000
1017			5,000	5,000	5,000	5,000
1018			5,000	5,000	5,000	5,000
1019			5,000	5,000	5,000	5,000
1020			5,000	5,000	5,000	5,000
1021			5,000	5,000	5,000	5,000
1022			5,000	5,000	5,000	5,000
1023			5,000	5,000	5,000	5,000
1024			5,000	5,000	5,000	5,000
1025			5,000	5,000	5,000	5,000
1026			5,000	5,000	5,000	5,000
1027			5,000	5,000	5,000	5,000
1028			5,000	5,000	5,000	5,000
1029			5,000	5,000	5,000	5,000
1030			5,000	5,000	5,000	5,000
1031			5,000	5,000	5,000	5,000
1032			5,000	5,000	5,000	5,000
1033			5,000	5,000	5,000	5,000
1034			5,000	5,000	5,000	5,000
1035			5,000	5,000	5,000	5,000
1036			5,000	5,000	5,000	5,000
1037			5,000	5,000	5,000	5,000
1038			5,000	5,000	5,000	5,000
1039			5,000	5,000	5,000	5,000
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1041			5,000	5,000	5,000	5,000
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1043			5,000	5,000	5,000	5,000
1044			5,000	5,000	5,000	5,000
1045			5,000	5,000	5,000	5,000
1046			5,000	5,000	5,000	5,000
1047			5,000	5,000	5,000	5,000
1048			5,000	5,000	5,000	5,000
1049			5,000	5,000	5,000	5,000
1050			5,000	5,000	5,000	5,000
1051			5,000	5,000	5,000	5,000
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1055			5,000	5,000	5,000	5,000
1056			5,000			



## **Attachment 8: Proposed Salary Schedule (Required)**

LHA's compensation policy gives principals the right to hire staff within set parameters and then to make annual adjustments based on performance. The salary of school employees are determined by the principal and are subject to the availability of funds in the current Board approved budget. Initial salary placement is determined as follows:

1. Staff is paid an hourly rate or a salary that is commensurate with their education, experience and the requirements of the position.
2. The minimum starting salary for a licensed teacher is \$28,000. The maximum starting salary is \$38,000.
3. The minimum starting salary for an Instructional Paraprofessional who meets the NCLB requirements but is without a Bachelor's degree is \$20,000 and the maximum starting salary is \$23,000. The minimum starting salary for an Instructional Paraprofessional who meets the NCLB requirements and has a Bachelor's degree is \$22,000 and the maximum starting salary is \$25,000.
4. Teacher Leader Fellow Program<sup>17</sup> will be paid a stipend of \$5,000 in addition to their annual salary. The stipend will be paid ratably over the year.
5. A new employee may be awarded a signing bonus not to exceed \$750 subject to the approval of the school principal and regional director. Seventy percent (70%) of the bonus shall be paid in the employee's first paycheck and the balance shall be paid at the end of the school year. The employee must still be employed on the last day of the school year to be paid the balance of the amount owed. Hiring bonuses are subject to the availability of funds in the approved school budget and may only be awarded for positions that require an additional incentive to fill with a qualified candidate. Hiring Managers shall make such decisions based only on this criterion. No personal factors shall be considered.
6. Health and dental benefits and life insurance will be offered to employees who work full time as defined in the Personnel Handbook. Retirement plan membership is governed by the terms of the plan.
7. Compensation for returning staff will be determined as follows:
  - a. All staff may receive the salary increase approved by the Board.
  - b. Highly Qualified Teachers (HQT) who receives an advanced proficiency or exemplary rating as determined through the annual review may receive an additional salary adjustment subject to the amount approved for such purposes in the annual budget.
  - c. Returning HQT may also be paid a retention bonus.

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<sup>17</sup> Teacher Leader Fellow (TLF) is a two year program whose purpose is to create and implement a school leader training program that develops high quality, sustaining LHA school leaders. See LHA's TLF program policy and procedures for eligibility and other criteria.

**BONUSES AND OTHER ADDITIONAL COMPENSATION** – A core belief at LHA is that outstanding performance should be rewarded. There are several ways staff can earn performance bonuses. Bonuses that are earned in a school year will be paid in the following September.

- 1) Highly Qualified Teachers (HQT<sup>18</sup>) including classroom, specialists, Title I math and reading, and special education.
  - a) Group Bonuses will be based on the school meeting the following goals:
    - i) \$300 to each HQT when the school is rated as making Adequate Yearly Progress (AYP) for all subgroups.
    - ii) \$300 to each HQT when all students enrolled at the school for the entire school year demonstrate improvement on average of at least 12.0 RIT (Rasch Unit) points, in both reading and math, between the fall NWEA MAP administration and the spring NWEA MAP administration.
  - b) Individual Performance Bonuses will be based on individual ratings on the annual performance review.
    - i) HQT who scores Exemplary will qualify for the maximum bonus of \$1000.
    - ii) HQT who scores Advanced Proficiency will qualify for a bonus of \$750.
- 2) All other school based employees including administrative staff, non-HQT teachers<sup>19</sup>, instructional paraprofessionals, teaching assistants, support staff (e.g. counselors, food, transportation, custodial)
  - a) Group Bonuses – payments to all school based employees in this section will be based on the school meeting the following goals:
    - i) \$150 to each employee when the school is rated as making Adequate Yearly Progress (AYP) for all subgroups.
    - ii) \$150 to each employee when the students enrolled at the school (during the full school year) demonstrate improvement on average of at least 12.0 RIT (Rasch Unit) points, in both reading and math, between the fall NWEA MAP administration and the spring NWEA MAP administration.

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<sup>18</sup> The federal definition of a "highly qualified teacher" (HQT) in a core academic subject is one who holds at least a bachelor's degree, is appropriately licensed for the assignment and demonstrates subject matter competence (i.e., content knowledge) in the core academic subject(s) she/he teaches. Each school's state licensure and content knowledge requirements are applicable. For purposes of this policy licensure also includes transition to teaching, alternative educator, out-of-state licenses, and/or passes the appropriate test to teach.

<sup>19</sup> Non-HQT are teachers who are allowed to teach under state charter law.

**Attachment 9: Evidence of Status as Eligible Entity (Required)**

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAR 30 2004**

LIGHTHOUSE ACADEMIES INC  
PO BOX 171  
OXBRIDGE, MA 01569

Employer Identification Number:  
20-0332375  
DLN:  
17053346013043  
Contact Person:  
DALE T SCHABER ID# 31175  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
June 30  
Foundation Status Classification:  
509(a)(1)  
Advance Ruling Period Begins:  
November 12, 2003  
Advance Ruling Period Ends:  
June 30, 2008  
Addendum Applies:  
No

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make

Letter 1045 (DO/CG)

LIGHTHOUSE ACADEMIES INC

a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we will no longer treat you as a publicly supported organization, grantors and contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name or address.

As of January 1, 1984, you are liable for social security taxes under the Federal Insurance Contributions Act on amounts of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally \$25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return. Because you will be treated as a public charity for return filing purposes during your entire advance ruling period, you should file Form 990 for each year in your advance ruling period.

Letter 1045 (DO/CG)

LIGHTHOUSE ACADEMIES INC

that you exceed the \$25,000 filing threshold even if your sources of support do not satisfy the public support test specified in the heading of this letter.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

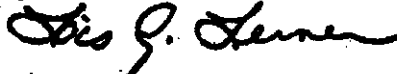
Letter 1045 (DO/CG)



LIGHTHOUSE ACADEMIES INC

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Lois G. Lerner". The signature is fluid and cursive, with the first name "Lois" being more prominent.

Lois G. Lerner  
Director, Exempt Organizations  
Rulings and Agreements

Enclosure(s):  
Form 872-C

**STATE OF ARKANSAS**



**Charlie Daniels**  
SECRETARY OF STATE

To All to Whom These Presents Shall Come, Greetings:

I, Charlie Daniels, Secretary of State of Arkansas, do hereby certify that the following and hereto attached instrument of writing is a true and perfect copy of

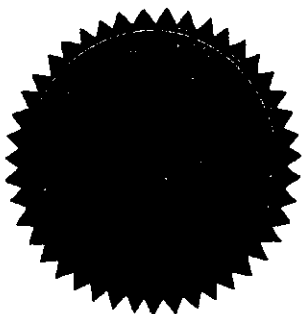
**Articles of Incorporation**

of

**LIGHTHOUSE ACADEMIES OF ARKANSAS, INC.**

filed in this office June 26, 2008 in compliance with the provisions of the law and are hereby declared a body politic and corporate, by the name and style aforesaid, with all the powers, privileges and immunities granted in the law thereunto appertaining.

In Testimony Whereof, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 26th day of June 2008.



*Charlie Daniels*

Secretary of State

Document Number: 9672440062

LIGHTHOUSE ACADEMIES OF ARKANSAS

**ARTICLES OF INCORPORATION  
OF  
LIGHTHOUSE ACADEMIES OF ARKANSAS, INC.**

ARTICLES OF INCORPORATION

FILED: 06/26/06, NP Pages: 5

Arkansas Secretary of State  
Business Services Division

The undersigned hereby states the following in order to form a corp  
Arkansas Nonprofit Corporation Act of 1993:

**ARTICLE ONE**

**Section 1.01 Name.** The name of this Corporation is:

"LIGHTHOUSE ACADEMIES OF ARKANSAS, INC." (referred to below as the "Corporation")

**ARTICLE TWO**

**Section 2.01 Type of Non-Profit Corporation.** The Corporation is a nonprofit, public benefit corporation formed pursuant to the Arkansas Nonprofit Corporation Act of 1993. As provided for at Arkansas Code Annotated Section 4-33-603, the Corporation shall have no members.

**ARTICLE THREE**

**Section 3.01 Registered Office and Agent.** The initial registered office of this Corporation shall be Ramsay, Bridgforth, Harrelson and Starling, LLP, 11<sup>th</sup> Floor Simmons First National Building, 501 Main St., Pine Bluff, Jefferson County, Arkansas 71611, and the registered agent of this Corporation is Anthony A. Hilliard at such address.

**ARTICLE FOUR**

**Section 4.01 Incorporator.** The name and address of the sole Incorporator are as follows:

Anthony A. Hilliard, 11th Floor, Simmons First National Building, 501 Main Street,  
P.O. Box 8509, Pine Bluff, Arkansas 71611-8509.

**ARTICLE FIVE**

**Section 5.01 General Purposes.** The Corporation is organized and shall be operated exclusively for charitable, educational, and scientific purposes within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended or the corresponding section of any future federal tax code (the "Code"), by entering into charters for the establishment of one or more

charter schools (as defined in Ark. Code Ann. Title 6 Chapter 23) within the State of Arkansas and by arranging for or providing management services to such charter schools, as more particularly stated in Section 5.02. The schools shall be established in accordance with the Arkansas Act known by the title "The Arkansas Charter Schools Act of 1999." Act of March 29, 1999, No. 890 and amended.

**Section 5.02 Specific Purposes and Powers.** In addition to and in furtherance of the general purposes stated in Section 5.01, the Corporation shall operate for the following specific purposes and shall have the following powers:

- (a) To enter into one or more charters for the establishment of charter schools;
- (b) To form, manage, oversee, support and otherwise encourage the continuation of public charter schools within Arkansas;
- (c) To solicit and accept contributions and grants from the general public, from governmental units, and from various charitable funding sources, exclusively for the charitable, educational, and scientific purposes set forth in or permitted under this Article Five;
- (d) To receive, invest, reinvest, maintain, and sell or otherwise dispose of funds of money or other property and to use and apply all or any part of such money and property exclusively for charitable, educational and scientific purposes described in section 501(c)(3) of the Code, including but not limited to:
  - (1) Direct expenditure in carrying out the activities or serving the purposes set forth in this Section 5.02; or
  - (2) Contributions or distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Code; and
- (e) To perform any other lawful acts in furtherance of any exclusively charitable or educational purpose for which a nonprofit charitable corporation and a charter school organizer may be operated under applicable Arkansas law and section 501(c)(3) of the Code.

Nothing in these Articles of Incorporation, except the succeeding Sections 5.03 through 5.05, limits the authorized purposes or activities of the Corporation under Arkansas Code Annotated § 6-23-102 or limits the duration and powers of the Corporation as provided or enumerated in Arkansas Code Annotated § 6-23-402. The foregoing subsections (a) through (d) shall be construed as both stating purposes and conferring powers upon the Corporation.

**Section 5.03 General Prohibitions and Restrictions.** No part of the net earnings of the Corporation will inure to the benefit of any Director or officer of the Corporation or to the benefit of any other private individual other than public school students who attend charter schools that are

organized by the Corporation. However, the Corporation may pay reasonable compensation for services rendered to the Corporation and may make payments and distributions in furtherance of one or more of the Corporation's exempt purposes stated in Article Two. The Corporation shall not devote any substantial part of its activities to the conduct or dissemination of propaganda or to any other attempt to influence legislation. The Corporation shall not participate or intervene in any political campaign on behalf of any candidate for public office (including but not limited to the publication or distribution of statements). Notwithstanding any other provision of these Articles of Incorporation, the Corporation shall not engage in or carry on any activities that are not permitted by:

- (a) A corporation exempt from federal income tax under section 501(c)(3) of the Code; or
- (b) A corporation, contributions to which are deductible under section 170(c)(2) of the Code; or
- (c) A charter school organizer under Arkansas law.

**Section 5.04 Private Foundation Restrictions.** If during any period the Corporation is determined to be a "private foundation" for federal income tax purposes, the Corporation:

- (a) Shall not devote any substantial part of its activities to the conduct or dissemination of propaganda or to any other attempt to influence legislation;
- (b) Shall not participate or intervene in any campaign on behalf of any candidate for public office (including but not limited to the publication or distribution of statements);
- (c) Shall distribute its income for each tax year at such time and in such manner as to permit the Corporation to avoid liability for the tax imposed by section 4942 of the Code or by the corresponding section of any future federal tax code;
- (d) Shall not engage in any act of self-dealing that could subject the Corporation to liability for the taxes imposed by section 4941 of the Code or by the corresponding section of any future federal tax code;
- (e) Shall not retain any excess business holdings that would subject the Corporation to liability for the taxes imposed by section 4943 of the Code or by the corresponding section of any future federal tax code;
- (f) Shall not make any investment that would jeopardize the carrying out of any of the Corporation's exempt charitable purposes, or which would subject the Corporation to

liability for the taxes imposed by section 4944 of the Code or by the corresponding section of any future federal tax code; and

- (g) Shall not make any taxable expenditure that would subject the Corporation to liability for the taxes imposed by section 4945 of the Code or by the corresponding section of any future federal tax code.

**Section 5.05 Perpetual Dedication of Assets.** No Director, officer, or other private individual is entitled to share in any distribution of the Corporation's assets upon its dissolution. Upon the dissolution of the Corporation, and after winding up its affairs and paying or providing for all the other lawful liabilities of the Corporation under applicable law:

- (a) The Corporation shall first, and within thirty (30) days of dissolution, return to the Arkansas Department of Education (the "Department") all funds remaining that the Corporation received from the Department; and
- (b) The Corporation shall distribute all its other remaining assets to the parent charitable organization of the Corporation, Lighthouse Academies, Inc., a Massachusetts nonprofit corporation, or its successor organization, so long as such organization is a qualified 501(c)(3) nonprofit organization.
- (c) In the event the Lighthouse Academies, Inc. or its successor is no longer a qualified 501(c)(3) organization, The Corporation shall distribute all of its other remaining assets exclusively for non-profit educational purposes to one or more organizations that are organized and operated for such purposes and which are, at the time of such distribution, a qualified 501(c)(3) organization described in sections 170(c)(1) or 170(c)(2) of the Code.

## ARTICLE SIX

**Section 6.01 Number of Directors.** All the Corporation's activities and operations shall be managed by a Board of Directors ("the Board"). The Board may from time to time fix the number of Directors in the Bylaws at any exact number not less than three (3) and not more than nine (9). In the absence of such a Bylaw provision, the number of Directors will be three (3). The Board shall be initially appointed by the Board of Directors of Lighthouse Academies, Inc., a Massachusetts nonprofit corporation.

**Section 6.02 Other Provisions.** With respect to the selection, resignation, removal, compensation, and other conduct, rights, obligations, or powers of the Directors, the Board of Directors may make any provisions in the Bylaws that are not inconsistent with these Articles of Incorporation, with Arkansas Code Annotated § 6-23-102 (or any Arkansas statute subsequently enacted to replace that statute) and with Arkansas Code

Annotated § 6-23-401. In particular, the Board of Directors may establish one or more committees and may delegate authority to such committees to the maximum extent permitted by Arkansas Code Annotated § 6-23-102 and § 6-23-401, as amended from time to time. Lighthouse Academies, Inc. retains the right to veto any amendments to the Bylaws inconsistent with charitable purposes of the Corporation and Lighthouse Academies, Inc.

IN WITNESS WHEREOF, the undersigned Incorporator executes these Articles of Incorporation on this 23<sup>rd</sup> day of June, 2008, and certifies the truth of the facts stated therein.

  
Anthony A. Billiard, Incorporator

# Lighthouse Academies®

Via Certified Mail – Return Receipt Requested

August 14, 2008

Internal Revenue Service  
P.O. Box 192  
Covington, KY 41012-0192

Re: Lighthouse Academies, Inc. Group Exemption Application Letter

Greetings:

Lighthouse Academies, Inc., a Delaware non-stock corporation (the "Organization"), wishes to apply under Section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code") for group exemption for itself as the central organization and for its affiliates who wish to participate as subordinates. This letter contains the following information, required by Publication 557, to support the application for group exemption.

The employer identification number of the Organization is 20-0332375.

The date of the letter recognizing the Organization's exemption is March 30, 2004; please find the determination letter attached hereto as Exhibit A. The letter provides that the Organization was determined to be exempt from Federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3) and that the Organization can reasonably be expected to be a publicly supported organization described in Sections 509(a)(1) and 170(b)(1)(A)(vi).

The Internal Revenue Service office that issued the Organization's exemption is the Director, Exempt Organizations Rulings and Agreements, P. O. Box 2508, Cincinnati, OH 45201.

Attached hereto as Exhibit B please find a copy of the Organization's Articles of Incorporation with an effective date of November 12, 2003, and amendment with an effective date of February 4, 2004. Other than the amendment, the Organization's organizing document and internal regulations have not been changed since the original application for exemption. The Organization's Bylaws are attached hereto as Exhibit C.

There has been no material change in the Organization's character, purposes or method of operation since the original application for exemption.

1661 Worcester Rd, Suite 207 · Framingham, MA 01701 · Ph: 508.626.0901 · Fax: 508.626.0905  
[www.lighthouse-academies.org](http://www.lighthouse-academies.org)



# Lighthouse Academies®

Information required for subordinate organizations:

1. The affiliates are affiliated with and subject to the general supervision or control of the Organization and are eligible to qualify for exemption under Section 501(c)(3) based on the following:

(a) Affiliation. The Organization and its affiliates are affiliated as a result of the affiliates being part of a network of charter schools developed and managed by the Organization. The Organization also establishes affiliation with its affiliates by requiring that they adopt common purposes, as set forth in the uniform articles of incorporation that is required to be adopted by all affiliates. In addition, the Organization enters into a management contract with each affiliate to ensure uniform quality and operation.

(b) Supervision and Control. Affiliates are subject to the Organization's general supervision or control through (a) each affiliate agreeing to abide by the general purposes as set forth in the uniform articles of incorporation to be adopted by each affiliate, (b) a requirement that permits the Board of Directors of the Organization to appoint a majority of the members of the board of directors of each affiliate, where state law and the charter granting authority in a state permits, and (c) a requirement that each affiliate enter into a management contract with the Organization.

Thus, the affiliates are affiliated with and subject to the general supervision or control of the Organization.

(c) Eligibility Under Section 501(c)(3). The organizing documents and the purposes and activities of the affiliates make the affiliates, like the Organization, eligible under Section 501(c)(3) of the Code to be exempt from taxation under Section 501(a). The affiliates' educational purposes are to operate one or more charter schools for students from kindergarten through grade 12.

As required, each affiliate has an organizing document, such as articles of incorporation. The organizing documents provide that the affiliates are organized and operated exclusively for charitable and educational purposes within the meaning of the Code. Please refer to the sample organizing documents enclosed as Exhibit D.

(d) As required when the application for group exemption involves Section 501(c)(3) of the Code, the affiliates may not be private foundations under Section 509(a) of the Code. The affiliates qualify under Sections 509(a)(1) and 170(b)(1)(A)(ii) as educational organizations which normally maintain a regular faculty and curriculum and normally have a regularly enrolled body of pupils or students in attendance at the place where their educational activities are regularly carried on. The nature of the support that affiliates receive is predominantly from governmental units.

(e) The Organization and all affiliates are on the same accounting period, which is for the period ending June 30.

We prepare our students for college through a rigorous and intense program.

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www.lighthouse-academies.org

## Lighthouse Academies

(f) All affiliates that included in this group exemption request have been formed within the 15-month period preceding the date of submission of this letter application. The Organization requests that the affiliates included in this group exemption letter be recognized as exempt from their respective dates of formation.

2. A detailed description of the purposes and activities of the affiliates is included above in paragraph 1. The sources of receipts of affiliates will be predominantly payments from state governments for the operation of the charter schools. The nature of expenditures is for the purpose of paying teachers and other personnel to carry out the affiliates' programs, to pay expenses for the use of the premises where the charter schools are located, and to cover other overhead and administrative expenses.

3. Attached hereto as Exhibit D is a representative copy of articles of incorporation to be adopted by the affiliates.

4. To the best of my knowledge as an officer of the Organization, the purposes and activities of the affiliates are as stated in paragraphs 2 and 3 above.

5. Each affiliate to be included in the group exemption has furnished written authorization to that effect, signed by a duly authorized officer of the affiliate, to the Organization.

6. There are no affiliates to be included in the group exemption to which the IRS has issued an outstanding ruling or determination letter relating to exemption.

7. The following is an affirmation of the undersigned officer:

To the best of my knowledge and belief as an officer of the Organization, no affiliate to be included in the group exemption is a private foundation as defined in Section 509(a).

8. Attached as Exhibit E is Schedule B from Form 1023 for the affiliate to be included in the group exemption.

9. No school that is associated with the Organization or any affiliate is affiliated with a church.

10. The following is a list of the names, mailing addresses, actual addresses if different, and employer identification numbers of the affiliates to be included in the group exemption:

501 Main Street  
PO Box 8509  
Pine Bluff Arkansas  
EIN: 26-3168986

1661 Worcester Rd, Suite 207 · Framingham, MA 01701 · Ph: 508.626.0901 · Fax: 508.626.0905  
[www.lighthouse-academies.org](http://www.lighthouse-academies.org)

## Lighthouse Academies®

For further information, please contact C. Russell Cox, Esq. (enclosed please find a copy of Form 2848, Power of Attorney), who may be contacted at:

Cox, Sargeant & Burns, P.C.  
8440 Woodfield Crossing Blvd., Suite 170  
Indianapolis, Indiana 46240  
Ph.: (317) 469-4120  
Fax: (317) 469-4795  
rcox@coxsgelaw.com

Enclosed are Form 8718, User Fee for Exempt Organization Determination Letter Request, and a check in the amount of \$900.00 made payable to the United States Treasury.

Based on the foregoing, Lighthouse Academies, Inc. hereby applies for group exemption. The undersigned, as a duly authorized officer of Lighthouse Academies, Inc., certifies that Lighthouse Academies, Inc. has agreed to apply for a group exemption, and that the Board of Directors has duly approved such application.

Respectfully submitted,  
Lighthouse Academies, Inc.

By: 

Michael B. Ronan,  
President

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[www.lighthouse-academies.org](http://www.lighthouse-academies.org)

# Lighthouse Academies Arkansas

## JACKSONVILLE LIGHTHOUSE CHARTER SCHOOL

PUBLIC HEARING  
Wednesday, August 20, 2008, 6:00 P.M.

Please sign in:

Charla Giffle	5270 Highway 85	843-3702	
Jody Urgaer	2814 Gray Fox	241-1766	
Keri Urgaer	"	"	
TOMMY SWAIM	1105 STICKUP	982-5810	
Linda Sebes	229 Poplar	982-6159	
Leslie Ivy	52 max Howell	580-5803	
Nancy Dockter	The Leaden	372-0990	
Robert STROUD	CITY COUNCIL	982-7784	
Pat Griggs	711 Foxwood DR. JAX	982-5527	
Bill Vasquez	508 Vine St JAX	554-4451	
Bill Howard	1809 N. James 72076	982-2771	
Marshall Smith	1206 Foxwood Dr	982-2633	
Joe Kester	3212 no first	982-2602	Kester dace 3 ml. cum
Linda Rinker	1216 Overwood Jacksonville 72076	982-1494	lindarinker@comcast.net
Opheah Williams	11 Shady Lane Jacksonville 72076	982-5991	

We prepare our students for college through a rigorous arts-infused program.

# Lighthouse Academies Arkansas

## JACKSONVILLE LIGHTHOUSE CHARTER SCHOOL

PUBLIC HEARING  
Wednesday, August 20, 2008, 6:00 P.M.

Please sign in:

WARREN DUPREE	928 Elkhorn Ct. JAX	835-5651	WACADU40@EXCITE.COM
Lavelle Oakley	5 Foxfire Cove JAX	985-2475	CLANDAK20@AOL.COM
Jim Oakley	5 Foxfire Cove JAX	11	—
Billy Byrd	2205 Memorial Jacksonville	902-2729	BillyJByrd@aol.com
Joan M. Hutton	601 Brookhaven Jacksonville	920-3946	jmhcarton@comcast.net
Tricia Thomas	5412 Ridge Rd. Jax	982-6392	tricia.thomas.2003@yahoo.com
Kern Dupree	928 Elkhorn Jax	835-5651	Dupreekerid@uams.edu
Will Bond	3 Red Fox	982-1695	will@mcmath/law.com
Cheryl Eikel	913 Libson Ct Jacksonville	241-2706	cerkel@yahoo.com
Jordan Keaton	3212 N. 1st Jax	982-2682	KEATPLACE@AOL.COM
Charles Holloway	Jax	833-1881	
Jacob Biggs	1003 Steep Chase Jax	501 241-6460	
Anne Wankewicz	217 Stevenson JAX AR 72076	501 485-1976	RACCOON736@AOL.COM
Bob Ransburg	2811 Gray Fox Lane fox 72076	501 982-1010	ljransburg@aol.com
Angie Williams	212 Stevenson St Jacksonville, AR 72076	501-982-8966	

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# Lighthouse Academies Arkansas

## JACKSONVILLE LIGHTHOUSE CHARTER SCHOOL

PUBLIC HEARING  
Wednesday, August 20, 2008, 6:00 P.M.

Please sign in:

Pat Bond	717 Foxwood	982-8872	
Tommy Bond	"	"	
Kenny Elliott	715 Foxwood	982-5887	
Bob Val Yagos	7010 Peters Rd Jax, AR	982-3285	valyagos@bridge.net
Lt Collisa Redinger	LRAFB	987-6938	lisa.redinger@littlerock.af.mil
Gill Ross	City of Jax	982-4671	jross@cityofjacksonville.net
J Bolder	12 Newbury Jax, AR	982-0407	
Mary Belden	705 Foxwood Jax, AR	985-1692	mbelden@lomanco.com
Kirby Briggs	711 Foxwood	982-5527	
Gladys Briggs	408 Mickey	982-2244	
Marcia Dornblaser	805 Christy	982-9156	magmad@comcast.net
JIM DORNBLASER	805 Christy CNE JAX	982-9156	JDORNIE@COMCAST.NET
Jason Schultz	2709 Gray Fox Lane Jacksonville	985-6420	JS519218@aol.com
James E Andrew Robison	132 Lucky Robison De	834-8880	therobinsontrio@Comcast.net
Sharon Priest	2118 Streptochase Jax, AR	982-4863	lisa.priest@centurytel.net

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# Lighthouse Academies Arkansas

## JACKSONVILLE LIGHTHOUSE CHARTER SCHOOL

PUBLIC HEARING  
Wednesday, August 20, 2008, 6:00 P.M.

Please sign in:

Dawn Anderson	441 Caddo	985-0498	DDCCAnderson@centurytel.net
Den Davis	1003 Harvey	982-7602	ddavis@whittdavis.com
Jane English	35 Forest Glade	835-7465	dojaentt.net
Susan Smith	#1 Municipal	982-3181	Sdavis@dailyjournal.net
Dena Toney	10317 Roland Rd Cabot AR	988-5247	dtoney2@marykay.com
Tony Toney	10317 Roland Cabot	988-5247	ttoney@whittdavis.com
Bonnie Pittus	109 Turkey Trpt Lane Jacksonville, AR	835-0428	pettusbd@yahoo.com
Nancy Green	1613 Joffwood Jacksonville, AR	982-4267	nancy.c.g@comcast.net
Jim Green	"	"	"
Michael D. Webster	409 W. MARTIN JAX, AR 72076	680-9156	jimgreen@comcast.net michaeld@castroco.com
Janelle Esch	105 Quincy Jax, AR	983-4178	ilardazys@yahoo.com
Cherie Johnson	103 Foxcrest Jax	982-1737	Cheries103@comcast.net
Jeff Jones	103 Foxcrest Jax	982-1737	JJOHNSON103@comcast.net
Mark Wilson	710 FOXWOOD DR	985-0118	

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# Lighthouse Academies Arkansas

## JACKSONVILLE LIGHTHOUSE CHARTER SCHOOL

PUBLIC HEARING  
Wednesday, August 20, 2008, 6:00 P.M.

Please sign in:

IVORY TILLMAN & WHITE FOX CV.	985-5283	ITILLMAN@14@COWCAST NET

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[www.lighthouse-academies.org](http://www.lighthouse-academies.org)



**Lighthouse Academies Arkansas**  
**JACKSONVILLE LIGHTHOUSE CHARTER SCHOOL**

# PUBLIC HEARING

Wednesday, August 20, 2008, 6:00 P.M.

***Please sign in:***

[illegible]

**We prepare our students for college through a rigorous arts-infused program.**

# Lighthouse Academies Arkansas

## JACKSONVILLE LIGHTHOUSE CHARTER SCHOOL

PUBLIC HEARING  
Wednesday, August 20, 2008, 6:00 P.M.

Please sign in:

Mark Perry	6 Foxboro Cv.	501-985-0124	mperry@att.net
Shirley Johnson	212 Pearl St	501-985-9307	
SANDIE ALVIS	1405 WRIGHT ST	501-982-2345	gandeealvis@aristotle.net
Phil, Karen, Taylor Carlisle	8 Foxhunt Cove	501-982-3955	pccarlisle11@comcast.net
Jerry + Cathlyn McCollum	13 Danbury Ln	501-982-4203	jerrymccollum1@yahoo.com
Katrina Minims	5304 Ridge Rd	905-9887	coaceminims@yahoo.com
Ivory Hawkins	10 Vixen	985 920 5029	—
Victor Baker	289 Bucky Beard	834-2606	
Ricky Pettus	109 Turkey Trl	501-416-5300	RICKY PETTUS@SBCGLOBAL.NET

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[www.lighthouse-academies.org](http://www.lighthouse-academies.org)

# Lighthouse Academies Arkansas

## JACKSONVILLE LIGHTHOUSE CHARTER SCHOOL

PUBLIC HEARING  
Wednesday, August 20, 2008, 6:00 P.M.

Please sign in:

Nick Whisker	2813 Gray Fox Lane	982-2340	
LARRY TOWNSEND	5 Shady Ln	982-6027	LWTOWN@centurytel.net
IVORY TULLMAN	6 White Fox Lane	985-5283	
RD Allen	538 Guilford	865-1205	rdallen63@comcast.net
TOM JOHNSON	128 Foxdale Circle	436-4288	tomjohnson@centurytel.net
Nick Whisker	2813 Gray Fox Lane	982-2340	

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# Lighthouse Academies Arkansas

## JACKSONVILLE LIGHTHOUSE CHARTER SCHOOL

PUBLIC HEARING  
Wednesday, August 20, 2008, 6:00 P.M.

Please sign in:

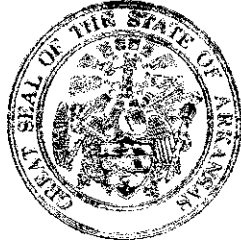
Pat O'Brien	110 Pinehurst Jax	258-0548	Patrickhenry obrien D hotmail.com
Betty Grant	725 GLOA	501 982-8178	a agent. entel.com
Jennifer Dinkler	409 W. Martin Jax	941-9690	jdorn04@yahoo.com
Michael Esch	105 Quincey	983-4178	The Ins_Man_Power.com
Jim Oakley	5 Foxfire Jax	982-6071	
Michelle Kasper	712 Foxwood	985-0162	
Addie Gibson	JAX, AR 1216 Ray Rd	612-6409 982-2830	Not set up.
Bernadine Burrows	901 Williamsburg	982-5362	
Jenny Kasper			
Mahalia Watson	200 Crestview Dr. Apt 34 Jacksonville, AR	(919) 906-5883	mahaliama@yahoo.com

We prepare our students for college through a rigorous arts-infused program.

JOHN PAUL CAPPS

SENATOR  
29TH DISTRICT  
OFFICE: 501-268-8117

914 JAMES STREET  
SEARCY, ARKANSAS 72143-3927



THE SENATE  
STATE OF ARKANSAS

VICE-CHAIRMAN:  
JOINT PERFORMANCE REVIEW

MEMBER:  
JOINT AUDIT  
LEGISLATIVE COUNCIL  
RULES, RESOLUTIONS & MEMORIALS  
TRANSPORTATION, TECHNOLOGY &  
LEGISLATIVE AFFAIRS  
REVENUE & TAX

August 21, 2008

Arkansas State Board of Education  
Arch Ford Building - # 4 Capitol Mall  
Little Rock, Arkansas 72201

Dear Members of the Board:

This letter is to express to you my complete support for the Lighthouse Academy project in Jacksonville, Arkansas.

I am very familiar with the Charter School concept and am convinced it is worthy of support, and I believe it can be exceptionally successful in Jacksonville.

As a State Senator, I am honored to represent the citizens of Jacksonville, and I can personally attest to their desire and dedication to offer their students the best educational opportunities possible. I applaud them for their concern and their unselfish devotion to the young people of their community.

I am grateful for the opportunity to express my views to you on this matter.

Respectfully,

A handwritten signature in cursive script that reads "John Paul Capps".

John Paul Capps

JPC/ec



STATE OF ARKANSAS

# House of Representatives

August 22, 2008

Department of Education  
4 Capitol Mall  
Little Rock, AR 72201

RE: Lighthouse Academies K-6 Charter School in Jacksonville

Dear State Department of Education:

Lighthouse Academies has expressed interest in starting a K-6 charter school in the Jacksonville, Arkansas area. I have had the opportunity to meet with Mike Ronan from Lighthouse Academies on two occasions concerning the charter. I am in support of this charter, and in support of it being located in Jacksonville.

As many of you may know, I have been a long time supporter of the Jacksonville/North Pulaski County effort to get our own school district. I am still absolutely in support of that proposition and see it as the only real way to ensure improvement in all our kids' academic lives.

A charter school in Jacksonville will give parents the opportunity to keep their child in a public school in the Jacksonville/North Pulaski County area and give them a local alternative to Pulaski County Special School District. Mr. Ronan and staff have been very aggressive in securing community support, and have put together a great initial board to lead the effort. I believe they will be successful with the charter, and our community and children will benefit.

Please do not hesitate to contact me with any questions.

With Warmest Regards,

  
Will Bond

REPRESENTATIVE  
Will Bond  
P. O. Box 279  
Jacksonville, AR 72078-0279

Phone:  
501-982-9081 Business  
501-982-1695 Residence  
501-982-9414 FAX  
e-mail: bondw@arkleg.state.ar.us

DISTRICT 44

Counties:  
Part Pulaski County

COMMITTEES

Judiciary  
Corrections/Criminal Law  
Subcommittee

Insurance and Commerce  
Utilities Subcommittee

Joint Budget



STATE OF ARKANSAS

# House of Representatives

August 22, 2008

REPRESENTATIVE  
Will Bond  
P. O. Box 279  
Jacksonville, AR 72078-0279

Phone:  
501-982-9081 Business  
501-982-1695 Residence  
501-982-9414 FAX  
e-mail: bondw@arkleg.state.ar.us

DISTRICT 44

Counties:  
Part Pulaski County

## COMMITTEES

Judiciary  
Corrections/Criminal Law  
Subcommittee

Insurance and Commerce  
Utilities Subcommittee

Joint Budget

Department of Education  
4 Capitol Mall  
Little Rock, AR 72201

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Please do not hesitate to contact me with any questions.

With Warmest Regards,

  
Will Bond



STATE OF ARKANSAS

# House of Representatives

## REPRESENTATIVE

Sandra Prater

9202 Sayles Road  
Jacksonville, Arkansas 72076-8899

Phone:

501-988-0695

Legislative Office/FAX/Residence

e-mail: praters@arkleg.state.ar.us

## DISTRICT 42

Counties:

Part Faulkner County

Part Pulaski County

## COMMITTEES

Public Health, Welfare and Labor  
Health Services Subcommittee

Agriculture, Forestry and Economic  
Development

*Chairperson,*

Agriculture, Forestry and Natural  
Resources Subcommittee

Joint Performance Review

Legislative Joint Auditing Committee

August 21, 2008

Arkansas State Board of Education  
Arch Ford Education Building, #4 Capitol Mall  
Little Rock, AR 72201

Dear Board Members:

Please accept this letter as my endorsement for the proposed Jacksonville Lighthouse Charter School. Located in Jacksonville, the charter school will plan to open for grades K-6 for the 2009-2010 school year and add one grade per year until the school includes K-12. The Jacksonville Lighthouse Charter School will prepare students for college through a rigorous arts-infused program.

Arts-infused programs incorporate art activities and techniques into the teaching of all core subjects. This technique enhances student learning and encourages student participation. To ensure that all of their students master the core subjects, Jacksonville Lighthouse Charter School requires students to attend a longer school year (190 instructional days) and the students are in the classroom eight (8) hours.

I urge you to give the proposed Jacksonville Lighthouse Charter School your full consideration. They are committed to preparing their students for college and a successful adult life.

Sincerely,

Sandra Prater  
State Representative

SP/tb





OFFICE OF THE MAYOR

"The City of Choice"

---

CITY OF JACKSONVILLE

---

Hon. Tommy Swaim

# 1 MUNICIPAL DRIVE

501-982-3146 / Fax: 985-0168

P.O. BOX 126

JACKSONVILLE, AR 72078-0126

August 21, 2008

Arkansas Department of Education  
Four Capitol Mall  
Little Rock, Arkansas 72201

Re: Charter School in Jacksonville

To Whom It May Concern:

The citizens of Jacksonville and its elected officials are dedicated to the betterment of the educational system in our community. Education is a key factor to growth and development of any city. As such, we believe local control is an important element of a quality education. The City of Jacksonville has attempted to, and will continue to attempt to, obtain its own school district. We believe local control of our school system is imminent and will be beneficial to the children. Lighthouse Academy will be the beginning of how local control will help educate our children. Lighthouse Academy will give the personal attention to our students to help them achieve their goals. Any improvement in the educational system is important to us; therefore, I support Lighthouse Academy Charter School in Jacksonville.

Sincerely,

---

Mayor Tommy Swaim  
CITY OF JACKSONVILLE, ARKANSAS

## **RESOLUTION OF SUPPORT FOR CREATING A NEW CHARTER SCHOOL**

Whereas, the state of Arkansas values each child's right to a quality education;

Whereas, having a charter school is attractive to prospective residents is a vital concern for all members of our organization;

Whereas, the Jacksonville Chamber of Commerce is dedicated to enhancing the educational process and personal attention offered to students in Pulaski County;

Whereas, it is the further goal of our organization to build a stronger, more attractive community in order to attract new business and industry;

Whereas, all citizens in our community are affected by the lack of local control of our schools;

Whereas, the creation of a new charter school in our community can be achieved with minor disruption to students or teachers and at no additional state or local costs;

Therefore, be it resolved by the Chamber Board of Directors that it hereby supports and favors the creation of a new charter school and encourages members of the community to favor this new venture.

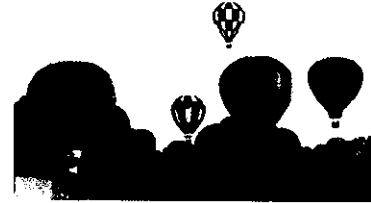
Signed this 21<sup>ST</sup> day of August, 2008.



John Hardwick  
Chairman of the Board  
Jacksonville Chamber of Commerce

# **Jacksonville Education Foundation, Inc.**

---



Jacksonville Education Foundation, Inc.  
#1 Municipal Drive  
Jacksonville, AR 72078

August 21, 2008

Arkansas Department of Education  
Four Capitol Mall  
Little Rock, AR 72201

Re: Charter School in Jacksonville

To Whom It May Concern:

The Jacksonville Education Foundation is dedicated to providing support that enhances the creative learning experience through quality educational opportunities in our schools with a vision of Jacksonville being the model for public education in America.

The Foundation has long been a supporter of creating a local independent school district. Local control over the education of our children is a key element in providing a quality education. We are continuing our efforts to aid that process and believe that the creation of a local school district is inevitable and the benefit accrues to our most precious resource, our children.

Lighthouse Academy will hopefully be a first step in local control. Lighthouse Academy will give the type of personal attention our children truly need to reach their educational goals. We proudly support educational change that enhances our students learning experience and the Lighthouse Academy Charter School in Jacksonville.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bob Stroud', with a stylized, flowing script.

Bob Stroud

Vice President

Jacksonville Education Foundation, Inc.

BS/pwm

***Helping Schools Rise To The Occasion***



August 22, 2008

Re: Lighthouse Charter application in the city of Jacksonville

Dear Arkansas Department of Education:

Our mission statement is as follows: "Our organization is dedicated to creating world class schools in the Jacksonville, Arkansas area. We will focus the community on setting this goal, implementing the goal and then create systems of accountability to continue the success forever. We believe that all children deserve a world class education. We believe that constant and unrelenting civic action will turn this ambitious goal into reality. We must succeed."

The Jacksonville World Class Education Organization offers its full support of the application for a charter school in Jacksonville for the Lighthouse Academies of Arkansas, Inc. Lighthouse has a proven track record of success with the implementation of charters across the country, and we feel they would provide a viable option for many students within the city of Jacksonville. The experience, expertise, and professionalism that Lighthouse provides will be an asset to the community with the startup and implementation of a new charter school.

Even with the hopeful new separate school district for the Jacksonville/North Pulaski area on the horizon, we welcome the opportunity of choice for the citizens of Jacksonville. We must continue to strive for a world class education for all the students of Jacksonville, and believe the Lighthouse charter school will provide one such avenue for that opportunity.

Respectfully,

A handwritten signature in black ink, appearing to read "Daniel Gray".

Daniel Gray  
Vice President  
Jacksonville World Class Education Organization



**MICHAEL K. WILSON**

ATTORNEY AT LAW  
602 MAIN STREET  
JACKSONVILLE, ARKANSAS 72076  
(501) 982-4470

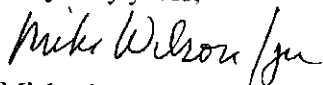
August 22, 2008

State Board of Education  
#4 Capitol Mall  
Little Rock, AR 72201

Ladies and Gentlemen:

I support wholeheartedly the application of Jacksonville Lighthouse Academy as an open-enrollment charter school, and hope that you will take into account the wishes of all Jacksonville citizens for choice in quality education for our children.

Very truly yours,

A handwritten signature in cursive script that reads "Mike Wilson /ju".


Michael K. Wilson

MKW:ju

Robert E. Stroud  
4509 Pennpointe Pl.  
Jacksonville, Arkansas 72076

To whom it may concern,  
This letter is to acknowledge my support for a Charter School in Jacksonville Arkansas.  
Due to Pulaski County Special School District's dismal  
performance in educating it's students, I believe a Charter School will be an asset to our  
city and provide opportunities for at least some of our young citizens.

Most sincerely,



Robert "Bob" Stroud  
Alderman, City of Jacksonville.

501 982 7784

**Larry T. Wilson**  
Chairman,  
President and  
Chief Executive Officer

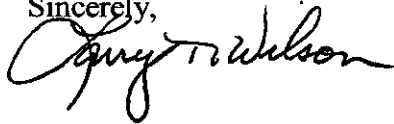
August 21, 2008

State Board of Education  
#4 Capitol Mall  
Little Rock, AR 72201

Dear Ladies and Gentlemen:

First Arkansas Bank & Trust supports the application of Jacksonville Lighthouse Charter School for an open-enrollment public charter school. We believe that educational choice is important for our local children and parents, and that high expectations for student achievement should be our first priority.

Sincerely,



Larry T. Wilson  
Chairman, President and  
Chief Executive Officer



Lomanco, Inc.  
Post Office Box 519  
2101 West Main Street  
Jacksonville, Arkansas 72076, USA

Phone No. (501) 982-6511  
1-800-643-5596  
Fax 501-982-1258

August 22<sup>nd</sup>, 2008

George Biggs  
Jacksonville Community Center  
5 Municipal Drive  
Jacksonville AR. 72076

Dear George,

Lomanco has been a manufacturing company in Jacksonville since 1967. As a corporate citizen we are excited about the possibilities of improving the education system in our community. Establishing a charter school in Jacksonville in partnership with Lighthouse Academies looks like a great way to make this dream a reality.

Please count on Lomanco to step up to the table to do our part in making our community a better place for all of us.

Sincerely,

  
\_\_\_\_\_  
Ted Belden  
Chairman of The Board



Billy J Byrd  
2205 Memorial Drive  
Jacksonville, AR 72076  
August 21, 2008

George Biggs  
President of the Board of Trustees  
Jacksonville Community Center  
5 Municipal Drive  
Jacksonville, AR 72076

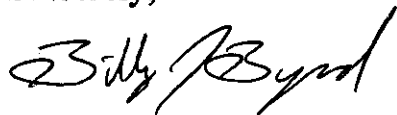
Dear Mr. Biggs:

I am a long-time resident of our city, and I am writing to express my full support for the proposed Jacksonville Lighthouse Charter School.

My wife and I have two children attending Pinewood Elementary and our third child will when he becomes old enough. We are all excited and looking forward to the better learning opportunities that the Lighthouse Academies can provide.

I urge you to add this letter to your evidence of support and interest when presenting the proposal to the School Board.

Sincerely,

A handwritten signature in black ink, appearing to read "Billy J Byrd". The signature is fluid and cursive, with the first name "Billy" and last name "Byrd" clearly distinguishable.

Billy J Byrd

Sam & Rhonda Garland  
2807 Gray Fox Lane  
Jacksonville, AR 72076  
(501) 985-2292

August 21, 2008

George Biggs  
Jacksonville Community Center  
5 Municipal Drive  
Jacksonville, AR 72076

Re: Jacksonville Lighthouse Charter School

Dear Mr. Biggs,

We are pleased and encouraged to learn that Lighthouse Academies of Arkansas is preparing to submit an application to the State Board of Education to open a public charter school in Jacksonville. The possibility of this charter school developing in our city gives us hope for the future education of our daughter. As you well know, Jacksonville students have been overlooked by the large public school district (PCSSD) leaving parents with few options other than private school, transferring to another school district, or relocating to nearby communities. The decision of remaining in Jacksonville will become a very viable option for us should the charter school become realized.

Thank you for serving on the Board of Trustees and we offer our complete support for this academy. Currently, we are very involved PTO parents at Pinewood Elementary volunteering for multiple school activities and functions. We also support our community by working with the Jacksonville Softball Association volunteering as coaches for several years in the girl's league. We are offering our services as volunteers in this effort of bringing the Lighthouse Academies of Arkansas to Jacksonville.

Sincerely,



Sam and Rhonda Garland  
[sagarland@comcast.net](mailto:sagarland@comcast.net)  
[rgarland50@comcast.net](mailto:rgarland50@comcast.net)

To: State Board of Education and anyone else involved in the approval process

Re: Letter of support for the Lighthouse Charter School in Jacksonville

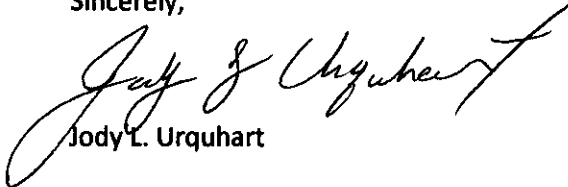
I am the father of 1<sup>st</sup> grader in the Jacksonville area of the Pulaski County Special School District. In our community there's a lot of discontent over the school and the value of the education be provided for the children in our area. Parents are looking for a choice in educational opportunities for their children. I believe that the Lighthouse Charter School is just what we as parents have been looking for in our community.

The Lighthouse Charter School has a proven track record in the ten schools they have already opened in other states. They have a system that allows and expects parent involvement in daily activities in their schools. There are even schools within their system that issue parent report cards based on involvement. I personally feel that it takes active parents taken an interest in their child's education to add additional value.

As a parent I feel that my hands are tied to what we can do with our child in the school's here in Jacksonville. I believe we are lucky in the since that we are going to a public elementary school that has a tremendous amount of parent involvement and the staff seems to do the best they can with what the district gives them. It's not much at times. My wife and I spend a great deal of time worrying about what we will do with our child when we leave elementary school. We wonder if we should move to a private school now so our child will not be behind educationally and socially when we do make the move. The Lighthouse charter school is new hope. It's a new choice that allows us the potential to stay in a publicly funded educational system with parental input.

I support the Lighthouse Charter School.

Sincerely,

A handwritten signature in cursive script, reading "Jody L. Urquhart". The signature is written in dark ink and is positioned above the printed name.

Jody L. Urquhart

# Lighthouse Academies Arkansas

## JACKSONVILLE LIGHTHOUSE CHARTER SCHOOL

### PUBLIC HEARING

Wednesday, August 20, 2008, 6:00 P.M.

Please sign below if you support the opening of the  
Jacksonville Lighthouse Charter School.

Betty Grant	725 Sola	982-8174	aagrnt cent-tel.com
Janifer Donohue	409 W. Main Jax	941-9698	jdono4@yahoo.com
Jim Oakley	5 Fafine Jnlk AR	982 6071	
Michelle Kutz	712 Foxwood Dr JAX AR	985-0162 612-6409	mich927@ centurytel.net
Addie Gibson	1216 Ray Rd	982-2830	Not Set up
Mahalia Hester	200 Crestview Dr. Apt 34 Jacksonville, AR	(918) 906-5893	mahaliama@yahoo.com
Kyle Binger	1003 Shepherd Chase Jax	501 241-0660	
Anne Wudkaupf	217 Stevenson Jax. AR 72076	501 985-1926	paccoon736@aol.com
Bob + Val Yagos	7010 Peters Rd Jacksonville, AR	982-3285	valyagos@cebridge.net
Shirley Johns	212 Pearl Jax AR	985-9307	
John Benbury	3811 G Foxlane Jax 72076	982-1010	ljbenbury@aol.com
Dan Davis	1003 Harvey St Jax 72076	982-7602	
Taylor Carlisle	8 Foxhunt Cove	982-3955	flyhabe9@hotmail.com
Karen Carlisle	8 Foxhunt Cv.	982-3955	pearlisk11@comcast.net

We prepare our students for college through a rigorous arts-infused program.

# Lighthouse Academies Arkansas

## JACKSONVILLE LIGHTHOUSE CHARTER SCHOOL

### PUBLIC HEARING

Wednesday, August 20, 2008, 6:00 P.M.

Please sign below if you support the opening of the  
Jacksonville Lighthouse Charter School.

JOHN WOLFORD	1012 RICHARD ST JACKSONVILLE	501-985-4014	jwolford@firstarkansasbank.com
Quin King	2003 Lessel JAX	501-982-5653	
Janelle Esch	105 Quinny Jax	501-983-4178	iluvdazys@yahoo.com

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[www.lighthouse-academies.org](http://www.lighthouse-academies.org)

# Lighthouse Academies Arkansas

## JACKSONVILLE LIGHTHOUSE CHARTER SCHOOL

### PUBLIC HEARING

Wednesday, August 20, 2008, 6:00 P.M.

*Please sign below if you support the opening of the  
Jacksonville Lighthouse Charter School.*

Phillip Carlisle	#8 Foxhollow	982-3955	Phillip Carlisle @ Dupree.com

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# Lighthouse Academies Arkansas

## JACKSONVILLE LIGHTHOUSE CHARTER SCHOOL

### PUBLIC HEARING

Wednesday, August 20, 2008, 6:00 P.M.

Please sign below if you support the opening of the  
Jacksonville Lighthouse Charter School.

Mrs. Bonnie Pettus	109 Turley Tract Lanc Jacksonville	501.835-0438.	pettusbd@yahoo.com
Phil Harris	3508 Northridge Jax, AR 72076	501-241-2114	philharris@yahoo.com
Jean Harris	"	"	"
Michael Downes	409 W. Martin Jax, AR 72076	501-680-9156	michael@cashoneo.com
Jeff Johnson	103 Foxcroft Cir Jacksonville, AR	501-982-1737	jjohnson103@comcast.net
Cherie Johnson	103 Foxcroft Cir Jax	982-1737	CherieJ103@comcast.net
Angie Williams	212 Stevenson St. Jacksonville, AR	501-982-8966	
Mark Perry	6 Foxboro Dr. Jax AR	501-985-0124	mperry@alltel.net
Michael Esch	105 Quincey Jax	501 983 4178	The_Inc_mac@msa.com
Katrina Mimms	5304 Ridgely Rd Jax, AR	501-985-9887	coachmimms@yahoo.com
Nancy Green	1613 Johnson Jax, Ar.	982-4267	Nancy.C.G@comcast.net
Cathlyn & Jerry McGowan	13 Dunbar Ln Jax	982-4703	jerry.mcgowan1@yahoo.com

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[www.lighthouse-academies.org](http://www.lighthouse-academies.org)

# Lighthouse Academies Arkansas

## JACKSONVILLE LIGHTHOUSE CHARTER SCHOOL

### PUBLIC HEARING

Wednesday, August 20, 2008, 6:00 P.M.

Please sign below if you support the opening of the  
Jacksonville Lighthouse Charter School.

Charla Gutfte	5270 Highway 89S	843-3702	—
Tommy Lucim	1105 Stirling	982-5810	
Linda Sipes	229 Poplar	982-6159	
Leslie Irvy	52 max Howell	580-5803	
<del>Nancy Dodder</del>	<del>The Leader</del>	<del>375-0990</del>	
Robert Stroud	City COUNCIL	982-7784	
Pat Griggs	711 Foxwood Dr. JAX	982-5527	
Bill Vasoner	508 Vine St JAX	554-4451	
Bill Howell	1809 N James 71076	982-2771	
Marshall Smith	1206 Exford Dr	982-2633	
Thye English	35 NLR 72120 FDRLST 61nd	835-7465	
Dena Toney	10317 Roland Rd Cabot AR	988-5247	dtoney2@marykay.com
Susan Dault	41 Municipal Dr	982-3881	
King Tamy	10317 Roland Cabot, AR	988-5247	

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# Lighthouse Academies Arkansas

## JACKSONVILLE LIGHTHOUSE CHARTER SCHOOL

### PUBLIC HEARING

Wednesday, August 20, 2008, 6:00 P.M.

Please sign below if you support the opening of the  
Jacksonville Lighthouse Charter School.

MIKE WILSON	5516 602 MAIN	982-5411	
Phil Koster	3212 No First	982-2682	Kostplace@aol.com
Linda Rinker	1216 Overwood Jax 72076	982-1494	LindaRinker@comcast.net
Phyllis Williams	111 Shady Lane Jacksonville 72076	982-5991	
KENNY ELLIOTT	715 FOXWOOD JACKSONVILLE, AR 72076	982-5887	
Pat & Tommy Bond	717 Foxwood Jacksonville, AR	982-8872	
Pat O'Brien	110 Pinchurst Cove Jax	258-0548	patrickhenryobrien@hotmail.com
JAMES ELLIS	1214 W. 1st Suville	982-0407	
Kirby Griggs	711 Foxwood Dr Jacksonville	982-5527	
Gladys Griggs	108 W Hickory	982-2299	
M Belden	705 Foxwood Dr 72076	985-1092	mbelden@comcast.com
Marcia Dornblaser	805 Christy Cove	982-9156	magmad@aol.com
Jim DORNBLASER	805 Christy Cove JAX	982-9156	Jdornie@comcast.net
Jason Schulz	2709 Grayfox Jax	985-6420	JS51921@aol.com

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# Lighthouse Academies Arkansas

## JACKSONVILLE LIGHTHOUSE CHARTER SCHOOL

### PUBLIC HEARING

Wednesday, August 20, 2008, 6:00 P.M.

Please sign below if you support the opening of the  
Jacksonville Lighthouse Charter School.

Jomos Z Andrew Robison	132 Rocky Racine	834-8880	theRobinsontraw@Comcast.net
Shelvia Pineda	218 Maple St	982-4863	
Warren Dupree	928 Elkhorn Ct, Jay	835-5651	uacadu40@excite.com
Patricia Oakley	5 Foxfire Cove JAX	985-2475	danoak20@aol.com
Jim Oakley	"	"	—
Billy Zyrd	2205 Memorial Jacksonville	982-2729	BillyZyrda@aol.com
Joan M Harton	601 Brookhaven Jacksonville	920 3946	jmhcarton@comcast.net
Jenny Risher	12419 Lakewood Circle Cabot, AR 72023	605-0960	
Walter Thomas	5419 Fiddlers Jax	982-6352	tttttlllll
Keri Dupree	928 Elkhorn Ct Jax	835 5651	DupreeKerid@uams.edu
Mick Wilson	602 MARTIN Tulsa	982-9411	—
Cheryl Eckel	913 Gibson Ct Jacksonville	241-2706	cerke1@yahoo.com
Linda Keaton	3212 N 1st Jay	982-2682	KEATPLACE@AOL.COM
Charles Kelly	Jax	833-1881	

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**Lighthouse Academies Arkansas**  
**JACKSONVILLE LIGHTHOUSE CHARTER SCHOOL**

# PUBLIC HEARING

Wednesday, August 20, 2008, 6:00 P.M.

***Please sign below if you support the opening of the  
Jacksonville Lighthouse Charter School.***

[illegible]

**We prepare our students for college through a rigorous arts-infused program.**

# Lighthouse Academies Arkansas

## JACKSONVILLE LIGHTHOUSE CHARTER SCHOOL

### PUBLIC HEARING

Wednesday, August 20, 2008, 6:00 P.M.

Please sign below if you support the opening of the  
Jacksonville Lighthouse Charter School.

Keri Ungphart	2814 Gray Fox	241-1766	
Judy Wisker	2813 Gray Fox	982-2340	
Amy Gray	11 White Fox	985-1504	
Shahajung	9 White Fox	982-9440	
Sue Ann Wisker	2813 Gray Fox	982-2340	
Dan McDaniel	441 Caddo Tr	985-0498	
Chad Young	9 White Fox	982-9440	
Glen Keaton	712 Foxwood Dr.	935-0162	
Dr. [Signature]	11 White Fox	985-1504	
Will Bond	3 Red Fox	982-1695	wll@mcnathlaw.com
Dan Anderson	441 Caddo Tr	944-5367	
Jody Ungphart	2814 Gray Fox	241-1766	j147371@centurytel.net
Kay Houchens	714 Foxwood Drive	982-9733	
Mike Houchens	714 Foxwood Drive	982-9733	

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# Lighthouse Academies Arkansas

## JACKSONVILLE LIGHTHOUSE CHARTER SCHOOL

### PUBLIC HEARING

Wednesday, August 20, 2008, 6:00 P.M.

Please sign below if you support the opening of the  
Jacksonville Lighthouse Charter School.

Mark Wilson	710 FOXWOOD DR JAX	985-0118	MTWMBA@COMCAST.NET
Joe Shultz	106 Cornwall Ct JAX	985-9197	jwilliams@firstarkansasbank.com
Justin Coulter	901 Ruth Ann Dr.	920-7730	jcoulter@firstarkansasbank.com
CHARLES OLIVER	1105 GRAN ST.	9350-1050	charlesgoliver@yahoo.com
Rozalynn	1218 Commons Dr.	982-2385	rsundermeier@comcast.net
Will Watson	894 Jamestown Circle	982-1241	wwatson@firstarkansasbank.com
Mandy Watson	894 Jamestown Cr.	982-1241	m78watson@yahoo.com
Michael Whall	144 Harris Rd JAX	772 0135	mwhall@FirstArkansasBank.com
Gloria Johnson	713 Adams Dr. Jacksonville	833-0101	gjohnson@firstarkansasbank.com
Adrian Sereal	7215 Gap Ridge	834-6541	asereal@yahoo.com
Bea Hay	6100 Jax Rd Jax	835-3619	bhay@FIRST ARKANSAS bank.com
Jo Anderson	898 Jamestown JAX	982-7727	Ken.Jo@Yahoo.com
Pat League	4318 Amy Lane JAX	985-5042	pleague@firstarkansasbank.com
Rebel Wilson	710 Foxwood	985-0118	rebelwilson@comcast.net

We prepare our students for college through a rigorous arts-infused program.

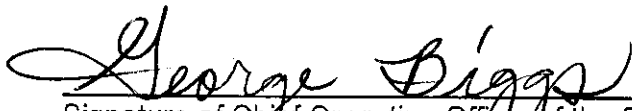
## OPEN-ENROLLMENT PUBLIC CHARTER SCHOOL APPLICATION STATEMENT OF ASSURANCES

The signature of the Chief Operating Officer of the public charter school certifies that the following statements are addressed through policies adopted by the public charter school and, if approved, the governing body, administration, and staff of the open-enrollment charter shall abide by them:

1. The information submitted in this application is true to the best of my knowledge and belief and this application has been sent to the superintendent of all the districts from which we intend to draw students.
2. The proposed open-enrollment public charter school shall be open to all students, on a space available basis, and shall not discriminate in its admission policy on the basis of race, color, national origin, creed, sex, ethnicity, sexual orientation, mental or physical disability, age, ancestry, athletic performance, special need or proficiency in the English language, and academic achievement. However, the charter may provide for the exclusion of a student who has been expelled from another public school district.
3. In accordance with federal and state laws the proposed open-enrollment public charter school hiring and retention policies of administrators, teachers, and other employees shall not discriminate on the basis of race, color, national origin, creed, sex, ethnicity, sexual orientation, mental or physical disability, age, ancestry, or special need.
4. The proposed open-enrollment public charter school shall operate in accordance with federal laws and rules governing public schools; applicable provisions of the Arkansas Constitution; and state statutes or regulations governing public school not waived by the approved charter.
5. An open-enrollment public charter school shall not use the moneys that it receives from the state for any sectarian program or activity or as collateral for debt. However, open-enrollment public charter schools may enter into lease-purchase agreements for school buildings built by private entities with facilities bonds exempt from federal taxes under 26 USCS 142(a) as allowed by Arkansas Code Ann. § 6-20-402. No indebtedness of an open-enrollment public charter school shall ever become a debt of the state of Arkansas.
6. The proposed open-enrollment public charter school shall not impose taxes or charge students tuition or fees that would not be allowable charges in the public school districts.
7. The proposed open-enrollment public charter school shall not be religious in its operations or programmatic offerings.

8. The proposed open-enrollment public charter school shall ensure that any of its employees who qualify for membership in the Arkansas Teacher Retirement System or the State and Public School Employee Insurance Program shall be covered under those systems to the same extent a qualified employee of a school district is covered.
9. The employees and volunteers of the open-enrollment public charter school are held immune from liability to the same extent as other public school district employees and volunteers under applicable state laws.
10. The open-enrollment public charter school shall be reviewed for its potential impact on the efforts of the public school districts within the proximity of the open-enrollment public charter school to comply with court orders and statutory obligations to create and maintain a unitary system of desegregated public schools.
11. The proposed open-enrollment public charter school shall comply with all health and safety laws, rules and regulations of the federal, state, county, region, or community that may apply to the facilities and school property.
12. The proposed open-enrollment public charter school shall not use any funds it receives from the state for any sectarian program or activity or as collateral for debt.
13. The charter applicant should know that certain provisions of state law shall not be waived. The proposed open-enrollment public charter school is subject to any prohibition, restriction, or requirement imposed by Title 6 of the Arkansas Code Annotated and any rule and regulation approved by the State Board of Education under this title relating to:
  - (a) Monitoring compliance with Ark. Code Ann. § 6-23-101 et seq. as determined by the Commissioner of the Department of Education;
  - (b) Conducting criminal background checks for employees;
  - (c) High school graduation requirements as established by the State Board of Education;
  - (d) Special education programs as provided by this title;
  - (e) Public school accountability under this title; and
  - (f) Health and safety codes as established by the State Board of Education and local governmental entities.
14. The facilities of the proposed public charter school shall comply with all requirements for accessibility for individuals with disabilities in accordance with the ADA and IDEA and all other state and federal laws.

15. Should the open-enrollment public charter school voluntarily or involuntarily close, the applicant should know that any fees associated with the closing of the school including but not limited to removal of furniture, equipment, general expenses, etc, are the sole responsibility of the sponsoring entity. No indebtedness of any kind incurred or created by the open-enrollment public charter school shall constitute an indebtedness of the state or its political subdivisions, and no indebtedness of the open-enrollment public charter school shall involve or be secured by the faith, credit, or taxing power of the state or its political subdivisions. In the case of school closure, property bought with state funds may be sold if required by the State Board of Education. The state has a perfected priority security interest in the net proceeds from the sale or liquidation of the property to the extent of the public funds used in the purchase.

  
Signature of Chief Operating Officer of the School

Date: 08/20/08

GEORGE BIGGS  
Print or type name



# Educational Properties, LLC

## Jacksonville Arkansas

### **Jacksonville Lighthouse Charter School Development Agreement**

This Agreement is entered into by Educational Properties LLC, an Arkansas corporation ("Landlord") and Jacksonville Lighthouse Charter School ("Lessee") to provide a building to be as a public charter school hereinafter referred to as the "Property" under the following terms and conditions:

1. **Property:** A 28,000 +/- square. Ft one story school building consisting of a minimum of 16 classrooms, a multi-purpose room, administrative space and parking spaces will be constructed at North First Street and Spring Street, Jacksonville, AR., on approximately 5.7 acres of land as shown on Exhibit A. The Property will be built in conformance with state and local building codes for use as a charter school. The parties acknowledge that the layout of the building may be modified after final design documents are completed.
2. **Landlord:** Educational Properties LLC, or assignee
3. **Lessee:** Jacksonville Lighthouse Charter School.
4. **Base Annual Rent:** The total Base Annual Rent shall be Two hundred and ninety thousand Dollar (\$290,000) for years one (1) and two (2) with a two percent (2%) increase in years three (3), four (4) and five (5), and two percent (2%) increases annually thereafter. The terms of the proposed lease are attached as Exhibit C. These terms may be modified by mutual agreement of the parties to reflect the final approved plans, financing requirements or other contingencies not known to the parties at this time.
5. **Term:** Term of the lease shall be ten (10) years with two (2) five (5) year option periods.
6. **Option to Purchase:** The lessee shall have the right to purchase the Landlord's interest in the Property ("Purchase Option"). The Purchase Option is determined according to the month in which the Purchase Option the closing occurs:
  - a. The Purchase Option price for the Property during months 25-36 of the lease term \$3,150,000.
  - b. The Purchase Option price for the Property during months 37-48 of the lease term \$3,225,000.
  - c. The Purchase Option price for the Property during months 49-60 of the lease term \$3,300,000.

# Educational Properties, LLC

## Jacksonville Arkansas

d. Options A, B and C are indicative as based on an expected all-in cost of the project for \$3,000,000 at an increase of \$75,000 per year.

e. The purchase option prices may be adjusted by mutual agreement of the parties.

**7. Financing, Environmental, & Usage Contingencies:** This offer to lease the said Property shall be contingent upon the following:

a. Landlord applying for and receiving satisfactory financing for the development of the property.

b. Development costs not to exceed price of \$3.0M including land, site development and all soft costs unless a higher cost is mutually agreed to by the parties.

c. An acceptable environmental Phase I report on the Property, obtained by the Landlord

d. Landlord being able to secure building permits for the usage stated.

e. Landlord shall have clear title to the property.

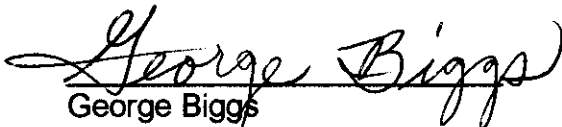
**9. School Contingencies:** This offer is subject to the school being granted an "Open Enrollment Charter" by the State of Arkansas in accordance with Arkansas Department of Education Rules and Regulations Governing Public Charter Schools.

AGREED AND ACCEPTED

  
Jim Green  
Educational Properties, LLC

8-26-08  
Date

AGREED AND ACCEPTED:

  
George Biggs  
President  
Jacksonville Lighthouse Charter School Board of Trustees

8-26-08  
Date



**Exhibit B**  
**Form of Lease to Be Used**

AGREEMENT OF LEASE

THIS LEASE made as of the 26th day of August 2008, by and between the **Educational Properties LLC**, an Arkansas corporation (hereinafter referred to as "Landlord"), and **JACKSONVILLE LIGHTHOUSE CHARTER SCHOOL** (hereinafter referred to as "Tenant").

RECITALS:

A. Landlord will acquire and become the owner of approximately 5.7 +/- acres of real property situated at North First Street and Spring Street in Jacksonville, Arkansas (the "Property") as described in Exhibit A.

B. The Landlord will acquire the Premises will construct a new one-story ("Building") containing approximately 28,000 +/- square rentable feet. These improvements are represented in Exhibit B attached hereto and made a part hereof. The Property and the Building are sometimes hereinafter collectively referred to as the "Premises". The improvements required for Tenant's occupancy of the Premises are scheduled to be substantially completed by August 1, 2009.

C. Tenant desires to lease from Landlord, and Landlord desires to lease to Tenant, the Premises upon the terms and conditions herein set forth as follows:

D. Landlord and Tenant desire to confirm in writing the terms of their agreement and understanding pertaining to the foregoing lease of the Premises.

NOW, THEREFORE, in consideration of the rents herein reserved by Landlord to be paid by Tenant, and the mutual covenants and agreements of the parties herein contained, and for other good and valuable consideration, the parties intending to be legally bound hereby covenant and agree as follows:

1. PREMISES.

A. Premises. Subject to the terms and provisions contained in this Lease, Landlord hereby rents, demises and leases to Tenant and Tenant does hereby take, hire and lease from Landlord for the Lease Term (below defined), and at the rentals and other terms, conditions and covenants more fully described below, the Premises.

B. Applicable Law. Leasing to Tenant of the Premises is subject to all building restriction lines, other restrictions and rights imposed on the Premises or held therein by governmental authorities having jurisdiction thereof, and is subject to all applicable governmental laws, codes and regulations.

## 2. TERM OF LEASE.

A. Term. The term of this Lease (Term) shall commence on the earlier of: (i) commencement of beneficial use by Tenant of the Building or (ii) delivery of a temporary or permanent certificate of occupancy for the Building ("Lease Commencement Date"). Unless this Lease is sooner terminated pursuant to the provisions hereof, the term shall expire without notice on the last day (the "Expiration Date") of the one hundred twentieth (120th) calendar month following the Lease Commencement Date. Tenant agrees to vacate the Premises at the end of the Term hereof in the condition required under this Lease. Landlord will deliver possession of the Premises to the Tenant on the Commencement Date. The term of this lease will commence no earlier than August 1, 2009.

B. Renewal Term. The Tenant shall have two (2) five (5) year option periods if it does not exercise its Purchase Option.

C. Hold Over. If Tenant shall, with the knowledge and consent of Landlord, remain in possession of the Premises after expiration of the Lease Term, and if Landlord accepts rent from Tenant for any period after such expiration hereof, then Tenant shall become a tenant by the month, commencing on the day next following the last day of the stated term hereof, such monthly hold-over tenancy to be at the same monthly rent as applies during the month immediately preceding such holdover, and upon all terms hereof except that during such monthly hold-over tenancy, Tenant shall give to Landlord at least thirty (30) days' prior written notice of any intention to quit the Premises, and Tenant shall be entitled to at least thirty (30) days' prior written notice to quit the Premises, except in the event of nonpayment of rent in advance or of the breach of any other covenant by Tenant, in which event Tenant shall not be entitled to any notice to quit, the statutory notice (if any) and all other notices to quit being hereby expressly waived by Tenant. However, if Tenant holds over after expiration of the Term without Landlord's written consent, then (i) Landlord, at its option, may forthwith re-enter and recover possession of the Premises by any legal process in force, Tenant hereby waiving all notices to quit, and Tenant shall be deemed to be in default hereunder if it fails to surrender possession of the Premises at the end of the stated term of this Lease, and (ii) Tenant shall pay to Landlord in advance on the first (1st) day of each calendar month in any such holdover tenancy monthly use and occupancy payments for the Premises in an amount equal to one hundred twenty-five percent (125%) of the Base Rent applicable during the month immediately preceding such holdover for the initial thirty (30) days of such holdover and one hundred fifty percent (150%) of the Base Rent for all subsequent periods of such holdover. The aforesaid use and occupancy payment shall not be deemed to preclude Landlord from recovery of any actual damages that it may suffer by reason of Tenant's wrongful holdover.

D. Termination Confirmation. If this Lease is terminated pursuant to any provision hereof, Tenant agrees to join with Landlord, promptly on Landlord's request, in executing a memorandum confirming such termination. The provisions contained in this section (D) together with the obligation of Tenant to pay Landlord any rent or additional rent which has accrued

during the Term but remains unpaid at expiration or termination hereof, whether billed or unbilled as of such date, shall expressly survive the expiration or termination of the Lease Term.

3. RENTAL; SECURITY AND RENTAL DEPOSIT.

Tenant hereby covenants and agrees to take and hold the Premises, as lessee of Landlord, for the term hereinabove set forth, and Tenant covenants and agrees to pay to Landlord rental for the Premises as set forth below in this Section 3.

A. Lease Year. The phrase "Lease Year," as used herein, shall mean each successive period of twelve (12) full consecutive calendar months during the term hereof, beginning for the first such Lease Year on the first day of the calendar month following the Lease Commencement Date, unless the Lease Commencement Date is the first day of a calendar month, in which event the first Lease Year shall commence on the Lease Commencement Date, and with each Lease Year thereafter commencing on the anniversary of the first Lease Year. All rentals and other amounts payable by Tenant under this Lease shall be pro-rated and be paid on a per diem basis, for any period prior to the commencement of the first Lease Year or for any period of less than a full lease year at the expiration of the Lease Term of this Lease or of any holdover term.

B. Base Rent. During the Term of this Lease, Tenant covenants and agrees to pay to Landlord base annual rent ("Base Annual Rent") in equal monthly installments ("Base Monthly Rent"). The Base Annual Rent for the first two (2) Lease Years will be calculated upon the indicative base annual rent of Two Hundred Ninety Thousand dollars (\$290,000) ("Indicative Rent"). The Indicative Rent is based upon the predicted total cost to Landlord of Three Million dollars (\$3,000,000) for acquiring and improving the Premises, including all hard and soft costs ("Predicted Total Project Cost"). If the actual cost ("Actual Total Project Cost") exceeds the Predicted Total Project Cost, the Base Annual Rent and Base Monthly Rent shall be increased pro-rata and proportionately from the Indicative Rent. [Example: if the Actual Total Project Cost is \$3,100,000 then the Base Annual Rent is \$299,666]. As the Actual Total Project Cost will not be determined on or before the Lease Commencement Date, such increase shall be made retroactive to the Lease Commencement Date, with Base Monthly Rent payments increased so that all of the Base Annual Rent, as so increased, shall be paid before the first anniversary of the Lease Commencement Date.

C. Annual Increase Effective on the first day of the third Lease Year and on the first day of each Lease Year thereafter, the Base Annual Rent and the Base Monthly Rent shall be increased for each Lease Year by the amount of two percent (2.0%) of the Base Annual Rent and Base Monthly Rent for the preceding Lease Year.

D. Payments Each monthly installment of Base Monthly Rent, in the applicable amounts as above described, shall be due and payable in advance without deduction, notice, setoff or demand on the first (1st) day of each calendar month during the term of this Lease provided that the first such installment shall be due and payable upon execution of this Lease. In the event of any partial calendar month during the Lease Term, such monthly installment shall be prorated

based upon the number of days within the Lease Term in such month in relationship to 30. All sums payable by Tenant hereunder in addition to Base Monthly Rent are referred to herein as "Additional Rent" and shall be due and payable within fifteen (15) days after billing thereof to Tenant. Additional Rent and Base Monthly Rent are sometimes collectively referred to herein as "Rent." All Rent and other sums payable by Tenant under this Lease shall be paid by checks payable to the order of Landlord.

E. Partial Payments. Regarding all rentals and other sums, and all covenants, agreements and obligations, to be paid or performed hereunder by Tenant, time is hereby agreed to be of the essence. No payment by Tenant or receipt or acceptance by Landlord or its agent of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the earliest due Rent, nor shall any endorsement or statement on any check or any letter accompanying any check in payment of Rent be deemed an accord and satisfaction; and instead, Landlord may accept such check or payment without prejudice to Landlord's rights to recover the balance of such Rent and/or to pursue any other remedies.

#### F. Security and Rental Deposit

(i) Upon execution of this Lease, Tenant will pay to Landlord as an initial security and rental deposit ("Initial Deposit") of \$25,000 upon the award of a charter by the Arkansas State Board of Education for an Open Enrollment Charter School. Upon delivery of a permanent certificate of occupancy for the Building, Tenant will pay to Landlord an additional rental and security deposit ("Additional Deposit") of \$48,333 which is an amount equal to two (2) Indicative Base Monthly Rental Payments.

(ii) The Deposit shall be applied to the Base Rent for the months of April, May and June, 2010. if the following conditions exist on the first day of the month in which such payments are to be made provided that for the ten (10) consecutive months preceding such payments full payment of Rent has been made in a timely manner.

#### G. Reporting and Filing Requirements

(i.) Tenant covenants and agrees to provide the expected enrollment and actual enrollment as calculated by each student considered as participating in the Charter School as a result of the most recent count required by the state of Arkansas ("State") and/or the governmental agency responsible for granting Tenant its charter ("Chartering Authority") within ten (10) days of request by Landlord. Additionally, Tenant shall provide a copy of such enrollment numbers to Landlord concurrent with its delivery of such numbers to the State, Chartering Authority or such other agency as designated by State law to collect and verify enrollment data from public charter schools.

(ii.) Within thirty (30) days following its annual issuance, Tenant shall provide to Landlord a copy of its annual certified financial statements. In addition, at least thirty (30) days prior to the commencement of each school year, Tenant shall provide to Landlord a copy of its annual operating budget, as approved by Tenant's governing board and the Chartering Authority.

4. OPERATING EXPENSES; REAL ESTATE TAXES AND ASSESSMENTS.

A. Additional Rent – Operating Expenses. Tenant further covenants and agrees to pay to Landlord as Additional Rent during the Term and during any holdover term, the Operating Expenses and (if applicable) Real Estate Taxes as defined in Subsection 4B below, in accordance with the terms and provisions set forth below.

(i.) "Operating Expenses" shall mean any and all expenses incurred by Landlord in connection with the management, operation, maintenance and repair of the Premises, including but not limited to: insurance; utilities; water and sewer charges; casualty and liability insurance; repairs and maintenance; management fees; snow removal; cleaning; repair and maintenance of grounds; service or management contracts; general overhead; administrative expenses; landscaping expenses; and the cost of capital improvements made to the Premises which are (a) required under any governmental law or regulation that was not required of the Premises at the time this Lease is executed or (b) installed to improve the operating efficiency of any system within the Premises with the good faith intent to reduce Operating Expenses (the said items described in (a) and (b) being defined herein as "Permitted Capital Improvements"), provided that such Capital Improvements shall be amortized over their useful lives as reasonably determined by Landlord.

(ii.) During the Term Tenant will pay each month in advance, as Additional Rent, \$3,000 as Tenant's Estimated Operating Expenses. In the event that the actual Operating Expenses exceed \$3,000 monthly, Tenant shall reimburse Landlord for the remaining Operating Expenses pursuant to Subsection 4A(iv) below. In the event that the actual Operating Expenses are less than \$3,000 per month, Tenant shall subtract the difference from the next payment made to Landlord.

(iii.) As soon as available on a semi-annual basis (each six (6) month period ending on the last day of the months which are six (6) and twelve months after the Lease Commencement Date during the Term), Landlord shall submit a reconciliation statement to Tenant setting forth (a) the amount of the Operating Expenses due from Tenant for the preceding six months of the Lease Year and (b) the amount of the Operating Expenses paid by Tenant during the past six months. Within ten Business Days following receipt of such semi-annual statement, Tenant shall submit in writing any questions and/or concerns Tenant has regarding the Operating Expenses. Landlord within ten days shall respond to Tenant, in writing, and may schedule a meeting with Tenant to settle any unresolved issues pertaining to the Operating Expenses. If Tenant has overpaid, Landlord, within thirty (30) days, shall credit the amount overpaid to Tenant's obligation next due. If Tenant is not in default and this Lease has been terminated at the end of such prior Lease Year, Landlord shall refund such overpayment to Tenant. If Tenant has underpaid for the Operating Expenses for any six-month period, Tenant shall reimburse Landlord for the underpayment within 30 days of notification of such underpayment.



(iv). The parties recognize that certain Operating Expenses such as gas, electricity, water, heat, air conditioning and repairs are essential to the operation of the school. With respect to other Operating Expenses, the frequency and degree of services is at Landlord's discretion. Moreover, there are other items that may qualify as Operating Expenses but may be considered non-essential by the Tenant. Therefore all discretionary and/or non-essential Operating Expenses and selection of discretionary service providers/vendors will be reviewed annually in consultation with the Tenant who must approve of these discretionary budget items and service providers, which approval may be withheld by Tenant in its sole discretion. No such costs shall be incurred without the prior written approval of Tenant.

#### B. Real Estate Taxes.

(i) The Premises as used exclusively for public charter school purposes may be exempted from the payment of Real Estate Taxes as may be assessed or levied pursuant to state and/or local law. Landlord shall, promptly after execution of this Lease, file an application with the appropriate governmental authority to obtain such exemption and, in the event that Landlord shall fail to make such application in a timely manner Tenant shall only be liable for such Real Estate Taxes as would be owed under such valid partial or complete exemption as would have been granted if timely application had been made. Landlord shall, before filing the application, give Tenant a copy and the opportunity to review the application for completeness and content, provided that such review does not interfere with timely filing. Tenant agrees to promptly cooperate with Landlord in connection with the application and any hearings or other process seeking such exemption. In the event that the application for exemption is denied, in whole or in part, Landlord shall use its best efforts to appeal from such denial. The costs of such appeal, including attorneys' fees, shall be shared equally by Landlord and Tenant. Notwithstanding the foregoing, in the event the Premises is not deemed fully exempt from the payment of Real Estate Taxes, Tenant covenants and agrees to pay Real Estate Taxes levied against the Premises in accordance with the terms and provisions set forth below.

(ii). For purposes of this Lease, "Real Estate Taxes" shall mean all taxes, rates and assessments, general and special and including also any increases in tax rate and/or in assessed valuation, which are now or at any time(s) hereafter levied, assessed or imposed with respect to the Premises, or measured by the gross rentals payable under this Lease; and including without limitation real estate taxes, all personal property taxes applicable to the Premises, and assessments of any and every kind and nature whatsoever, and all unincorporated and other business license and/or franchise taxes, and any levies which may at any time be imposed and/or collected by any governmental, quasi-governmental or corporate entity. Real Estate Taxes shall also include all of costs (including, without limitation, attorneys' fees) incurred by Landlord to sustain an existing exemption or assessment, reduce a proposed increase in assessment or (with the exception of the application referred to in Subsection 4B(i), above) in an attempt to obtain an exemption. If the system of real estate taxation shall be altered or varied and any new tax or levy shall be levied or imposed on the Premises and/or on any other elements thereof and/or on Landlord, in addition to or in substitution for real estate taxes and/or personal property taxes levied on immovables including without limitation taxes on rents, then in any such event any such new tax or levy shall be included as "Real Estate Taxes" for purposes of this Lease. If Real

Estate Taxes are reduced by, or credited with, any abatement or exemption issued by a taxing authority to help finance or reimburse Landlord for costs incurred and actually paid by Landlord to comply with laws or otherwise, then Real Estate Taxes hereunder shall be computed without regard to such abatement or exemption. Tenant further agrees to pay all taxes imposed during the term of this Lease upon or against Tenant, or against Tenant's income or interest in this Lease, or against personal property of any kind owned or leased by Tenant or placed in, upon or about the Premises by the Tenant, including any penalty and interest assessed thereon in the event of late payment. In the event that the taxing authority includes or calculates in the over-all taxes to be paid by Landlord the value of improvements or betterments made or installed by the Tenant in the Premises, or machinery, equipment, fixtures or other assets of the Tenant, then Tenant also shall pay when due all taxes to the extent applicable to such items.

(iii.) Each year, Tenant shall pay to Landlord within thirty (30) days after demand in writing therefore, as Additional Rent, which shall not be deductible from other rental, the Real Estate Taxes.

## 5 USE OF PREMISES.

A. Tenant covenants and agrees to use the Premises only for the operation of a public charter school, including grades Kindergarten through 12, related administrative uses, and before and after school care ("Permitted Use"), and for no other purpose whatsoever. It is expressly recognized that adult activities shall not be conducted during normal school hours at the Premises other than customary parent-teacher conferences, and typical parent-teacher association or board meetings and other school-related parent participation activities. It is expressly recognized that operation of a school may include sports, dances, concerts, and other special events.

B. Throughout the Term, Tenant shall maintain and renew its charter, and, as requested by Landlord from time to time, shall provide Landlord with written evidence, in form and content reasonably satisfactory to the Landlord, that the Tenant's charter to operate its public charter school remains in full force and effect and that the Tenant continues to be in compliance with all applicable laws and requirements of each authority relating to the ownership, funding and operation of charter schools generally and the Tenant's charter school specifically. Tenant further covenants and agrees that it will perform and comply with all applicable laws, regulations, terms, conditions and agreements necessary to maintain the Tenant's charter school status, and the Tenant's continued eligibility to receive all public funding for which it, as a public charter school in good standing, is entitled. Tenant further covenants and agrees not to perform any act or enter into any agreement that (i) shall cause any revocation or adverse modification of or otherwise jeopardize the Tenant's charter to operate a public charter school; (ii) shall adversely affect the funding and operation of the Tenant as a charter school in accordance with all laws, regulations and requirement applicable thereto; (iii) would threaten or not permit the Tenant to continue to receive public funding; or (iv) would or could result in the curtailment of or ban on student enrollment and/or participation in the Tenant's school programs. In addition, Tenant shall not perform any act or enter into any agreement that shall cause the revocation, or any adverse

modification of its status as an organization described in Section 501(c)(3) of the Internal Revenue Code, or carry on or permit to be carried on any trade or business the conduct of which is not substantially related to the exercise or performance by the Tenant of the purposes or functions constituting the basis for its exemption under Section 501(c)(3) of the Internal Revenue Code if such trade or business would result in the loss of the Tenant's exempt status under Section 501(c)(3) of the Internal Revenue Code.

C. Tenant agrees to comply with the rules and regulations listed under Exhibit C, attached hereto and made a part hereof.

6. UTILITIES AND SERVICES AND ALTERATIONS.

A. Utilities and Services. Landlord, at Tenant's sole cost and expense, shall furnish water, heat, air conditioning, gas, and electricity required for the use and occupancy of the Premises, and the normal and routine maintenance of the Premises, excluding janitorial services which shall be the sole responsibility of the Tenant. Landlord shall not be liable for any failure to furnish any services when such failure is caused by accidents, breakage, repairs, strikes, inclement weather, lock outs, other labor disputes or any other conditions beyond Landlord's reasonable control, including without limitation, any governmental energy conservation program, and Tenant shall not be entitled to any damages nor shall such failure relieve Tenant of the obligation to pay the full rent or constitute a constructive or other eviction of Tenant. In the event any governmental entity imposes mandatory or voluntary controls or guidelines on Landlord or the Building or any part thereof, relating to the use or conservation of energy, water, gas, oil and electricity or in the event Landlord is required to make alterations to the Building in order to comply with mandatory or voluntary controls or guidelines, Landlord may, in its sole discretion, comply with such mandatory or voluntary controls or guidelines or make such alterations to the Building. Such compliance in the making of such alterations shall in no event entitle Tenant to any damages, release Tenant of the obligation to pay the full rent hereunder or constitute a constructive or other eviction of Tenant.

B. Maintenance and Security By Tenant. Tenant agrees at all times at its own expense to maintain the Premises in a safe, neat, clean and sanitary condition, and in compliance with all applicable governmental laws, codes, orders, rules, regulations and requirements and all insurance regulations. Tenant agrees that it shall be solely responsible to provide at its sole cost and expense all customary, daily janitorial/custodial services and security services, if Tenant desires any security in addition to the alarm, at the Premises, including any driveways or parking areas used for the drop-off and pick-up of students, during school days and during school hours, including before and after school when students and/or school personnel are present at the Premises.

7. ALTERATIONS, IMPROVEMENTS AND FIXTURES

A. Tenant shall neither make nor allow any alterations, additions or improvements to the Premises or any part thereof that will or may affect the structure, the mechanical, electrical, plumbing or HVAC systems, without the prior written consent of Landlord which consent may be granted or withheld in Landlord's sole discretion, but which consent shall not be unreasonably withheld, delayed or conditioned. Tenant shall not make or allow any other kind of alterations, additions or improvements to the Premises or any part thereof without the prior written consent of Landlord, which consent shall not be unreasonably withheld. All of such alterations, additions or improvements, structural or otherwise, must conform to all requirements of any and all applicable laws, codes and regulations, including any municipal laws or local ordinances. Notwithstanding anything in this Section 7 to the contrary, Tenant may make decorative, non-structural alterations typically installed in other schools which in the aggregate during the Term do not exceed Ten Thousand Dollars (\$10,000.00) without obtaining Landlord's prior written consent but with prior advance notice to Landlord.

B. If Landlord gives consent as specified in Subsection 7A above, Landlord may impose as a condition to such consent such requirements as Landlord in its reasonable discretion may deem necessary or desirable, including without limitation, the right to approve the plans and specifications for any work and the right to impose requirements as to the manner in which or the time or times at which work may be performed. Landlord shall also have the right to approve the contractor or contractors who shall perform any alterations, repairs, additions or improvements in, to or about the Premises and to post notices of non-responsibility and similar notices, as appropriate.

C. Each party shall keep the Premises and the Property free from any liens arising out of any work performed on, or materials furnished to, the Premises, or arising from any other obligation incurred by the party. In no event shall one party be deemed to be the agent of the other party and no contractor of either party shall by virtue of its contract be entitled to assert any mechanic's lien against the Building or land appurtenant thereto. If any mechanic's or materialmen's lien is filed against the Premises or the Property, for work claimed to have been done for or materials claimed to have been furnished to either party, such lien shall be discharged by the party against whom it was filed within twenty (20) days thereafter, at the party's sole cost and expense, by the payment thereof or by filing any bond required by law. If the party shall fail to discharge any such mechanic's or materialman's lien, the party shall automatically be in default and the other party may, at its option, discharge or adjust the next installment of rent as appropriate; it being expressly covenanted and agreed that such discharge by one party shall not be deemed to waive or release the default of the other party in not discharging the same. Each party shall indemnify and hold harmless the other party, the Property and the Premises, from all expenses, liens, claims, actions or damages to person or property in connection with any such lien or the performance of such work or the furnishing of such materials. Each party shall be obligated to, and each party reserves the right to, post and maintain on the Premises at any time

such notices as shall in the reasonable judgment of the party be necessary to protect the party against liability for all such liens or actions.

D. Any alterations, additions or improvements of any kind to the Premises or any part thereof, except Tenant's furniture and moveable trade fixtures, shall at once become part of the realty and belong to Landlord and shall be surrendered with the Premises, as a part thereof, at the end of the Term; provided, however, that Landlord may, by written notice to Tenant prior to issuance of Landlord's original consent to any alteration, addition, fixture or other improvement, require Tenant to remove any alterations, additions, fixtures or other improvements made by Tenant, and to repair any damage to the Premises caused by such removal, all at Tenant's sole expense.

E. Any article of personal property including business and trade fixtures not attached to, or built into, the Premises, which were installed by Tenant at its sole expense, shall be and remain the property of the Tenant and may be removed by Tenant at any time during the Term as long as Tenant is not in default hereunder and provided that Tenant repairs any damage to the Premises caused by such removal.

## 8. INSURANCE AND INDEMNITY.

A. No Liability Landlord shall not be liable to Tenant, its students, employees, agents, contractors, business invitees, licensees, customers, clients, family members or guests, and Tenant, on its own behalf and on behalf of the classes of people identified in this sentence, hereby waives all claims against Landlord for any entry into the Premises, or for any damage, compensation or claim to or by any person or property in or about the Premises or the approaches, entrances, streets, sidewalks or corridors thereto, by or from any cause whatsoever, including without limitation, damage caused by any defect in the Building or Premises, or by water leakage of any character from the roof, walls, basement or other portion of the Building or Premises, or caused by gas, fire, oil, electricity or any cause whatsoever in, on, or about the Building or Premises or any part thereof, unless any of the foregoing is caused by the negligence of Landlord. Tenant shall immediately notify Landlord of any defective condition in or about the Premises. Landlord shall not be liable, and Tenant hereby waives all claims, for damages that may be caused by Landlord in reentering and taking possession of the Premises as herein provided.

B. Tenant's Indemnity. Tenant agrees to indemnify, defend with counsel acceptable to Landlord, and hold Landlord harmless from and against any and all cost, damage, claim, liability or expense (including reasonable attorney's fees) incurred by or claimed against Landlord, for any injury or damage to any person or property whatsoever, occurring in, on or about the Premises or any part thereof, or occurring in, on or about the Building or any facilities thereof (including, without limitation, lobbies, elevators, stairways, passageways or hallways), when such entry or damage shall be caused in part or in whole by the neglect, fault, act or omission of any duty with respect to the same by Tenant, its students, employees, agents, contractors, business invitees, licensees, customers, clients, family members and guests. Any cost, damage,

claim, liability or expense incurred by Landlord for which Tenant is obligated to reimburse Landlord hereunder shall be deemed Additional Rent.

C. Tenant Insurance. Tenant shall maintain in effect at all times during the Term, the following insurance coverage:

(i). Liability Insurance Commercial general liability insurance insuring Tenant against liability for bodily injury, property damage (including loss of use of property) and personal injury at the Premises. Such insurance shall name Landlord, and Landlord's agent and lender(s) as additional insured. The initial amount of such insurance shall be \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate and \$3,000,000.00 umbrella coverage, and shall be subject to reasonable periodic increases agreed to by Landlord and Tenant. The liability insurance obtained by Tenant under this Subsection 8C shall (i) be primary and (ii) insure Tenant's obligations to Landlord under this Section 8 under a standard contractual liability endorsement. The amount and coverage of such insurance shall not limit Tenant's liability nor relieve Tenant of any other obligation under this Lease.

(ii) Workers' Compensation Insurance Workers' Compensation Insurance (including Employers' Liability Insurance) in the statutory amount covering all employees of Tenant employed or providing services at the Premises, providing such benefits as are required by the State.

(iii) Automobile Liability Insurance Liability insurance, including but not limited to passenger liability on all owned, and hired vehicles used in connection with the Premises, with a combined single limit per occurrence of not less than \$1,000,000 per vehicle for injuries or death of one or more persons or loss or damage to property.

(iv.) Personal Property Insurance Personal Property Insurance covering Tenant's leasehold improvements, Tenant's personal property and trade fixtures from time to time in, on, or at the Premises, in an amount not less than 100% of the full replacement cost, without deduction for depreciation, providing protection against events protected under "All Risk Coverage," as well as against sprinkler damage, vandalism, and malicious mischief. Any proceeds from the Personal Property Insurance shall be used for the repair or replacement of the property damaged or destroyed, unless this Lease is terminated under an applicable provision herein.

D. General Insurance Provisions.

(i) Any insurance that Tenant shall be required to maintain under this Lease shall include a provision which requires the insurance carrier to give Landlord not less than thirty (30) days written notice prior to any cancellation or modification of such coverage.

(ii) Prior to the earlier of Tenant's entry into the Premises or the Lease Commencement Date, Tenant shall deliver to Landlord an insurance company certificate that Tenant has obtained the insurance coverages required herein and not less than thirty (30) days prior to the expiration

or termination of any insurance, Tenant shall deliver to Landlord renewal certificates therefore. Tenant shall provide Landlord with copies of the policies promptly upon request from time to time. If Tenant shall fail to deliver any certificates or renewal certificate to Landlord required under this Lease within the prescribed time period or if any such policy shall be canceled or modified in a manner materially adverse to Landlord during the Term without Landlord's written consent, Landlord may, after ten (10) days written notice to Tenant and Tenant's failure to cure the same, obtain such insurance, in which case Tenant shall reimburse Landlord, as Additional Rent, for the cost of procuring such insurance within ten (10) days after receipt of a statement of the cost of such insurance.

(iii) Tenant shall maintain all insurance required under this Lease with a company or companies having a General Policy Rating of A-X or better, set forth in the most current issue of the Best Key Rating Guide. Landlord and Tenant, on behalf of themselves and their insurers, each hereby waive any and all rights of recovery against the other, or against the members, officers, partners, employees, agents or representatives of the other, for loss of or damage to its property or the property of others under its control, if such loss or damage shall be covered by any insurance policy in force (whether or not described in this Lease) at the time of such loss or damage. All property insurance carried by either party shall contain a waiver of subrogation against the other party to the extent such right shall have been waived by the insured prior to the occurrence of loss or injury.

E. Landlord Insurance. During the Term, Landlord shall insure the Building (excluding, however, any property that Tenant is obligated to insure under Section 8(C)(iv) above) against damage with All-Risk insurance and comprehensive general liability insurance, all in such amounts and with such deductibles as Landlord reasonably considers appropriate or as required by any mortgagee of Landlord. Landlord may, but shall not be obligated to, obtain and carry any other form or forms of insurance as it or Landlord's mortgagees may reasonably determine advisable including, without limitation, rent loss insurance and insurance against hazardous materials. All premiums for the insurance policies provided in this Section 8 shall be deemed an Operating Expense of the Property and shall be paid by Tenant in accordance with the provisions of Section 4 above. Notwithstanding any contribution by Tenant to the cost of insurance premiums, as provided herein, Tenant acknowledges that it has no right to receive any proceeds from any insurance policies carried by Landlord.

F. Landlord's Indemnity. Landlord agrees to indemnify, defend with counsel acceptable to Tenant, and hold Tenant harmless from and against any and all cost, damage, claim, liability or expense (including reasonable attorney's fees) incurred by or claimed against Tenant, for any injury or damage to any person or property whatsoever, occurring in, on or about the Premises or any part thereof, or occurring in, on or about the Building, or any facilities thereof (including, without limitation, lobbies, elevators, stairways, passageways or hallways), when such injury or damage shall be caused in part or in whole by the neglect, fault, act or omission of any duty with respect to the same by Landlord, its employees, agents, contractors, business invitees, licensees, customers, clients, family members and guests. Any cost, damage, claim, liability or expense incurred by Tenant for which Landlord is obligated to reimburse Tenant hereunder shall be deemed as a reduction of Rent.

## 9. ASSIGNMENT AND SUBLETTING.

A. With the exception of Subsection 9.D. below, Tenant shall not sublease, assign, mortgage, pledge, hypothecate or otherwise encumber this Lease or its leasehold interest in the Premises in whole or in part, nor sublet the Premises in whole or in part, without Landlord's prior written consent, which consent may not be unreasonably withheld, conditioned or delayed. No consent of Landlord to any assignment or subletting or mortgaging by Tenant shall waive the necessity for Landlord's prior written consent to any further assignment or subletting; and the terms and conditions of any consents thereto (if given) by Landlord shall bind Tenant, its mortgagees, assignees and sublessees. Should Landlord fail to respond in writing to a request for approval of an assignment or sublease within ten days of Landlord's receipt of such request, the request shall be deemed approved.

B. No assignment or subletting, nor any consent thereto by Landlord, shall (i) result in a change in the use of the premises from the Permitted Use specified in Section 5, or (ii) terminate or reduce any liability of Tenant under this Lease, nor (iii) be deemed to waive the necessity of obtaining Landlord's prior written consent to any further assignment or subletting.

C. Any assignment or subletting shall be made subject to all terms and provisions of this Lease, and shall not extinguish or reduce any of Landlord's or Tenant's obligations under this Lease, including without limitation the obligation of Landlord to provide to any permitted assignee or sublessee the services of Landlord required hereunder. As a further condition to Landlord's consent to any assignment or subletting, Tenant and the assignee or sublessee must execute and deliver to Landlord the instrument of assignment or sublease, which instrument shall include the unconditional assumption by the assignee or sublessee of all obligations of Tenant under this Lease (or, if the sublease is of less than all the Premises, an assumption of all Tenant's obligations hereunder insofar as concerns the sublet space).

D. Tenant may sublet any or all of the Premises for any or all of the following purposes without Landlord's consent: operation of a pre-kindergarten program, operation of a before- or after- school program.

## 10. SUBORDINATION.

This Lease and all rights of Tenant hereunder are subject and subordinate to any and all ground leases and mortgages and deeds of trust which now or hereafter affect Landlord's interest in the Premises, and to any and all renewals, modifications, consolidations, replacements and extensions thereof. This provision shall be self-operative and no further instrument shall be necessary to effect such subordination of this Lease. However, within ten (10) days after Landlord's request made at any time(s), Tenant shall execute in recordable form and deliver to Landlord any and all instruments that may be reasonably necessary to subordinate this Lease, and all rights of Tenant hereunder, to any such mortgage or deed of trust or to confirm or evidence said subordination. Notwithstanding the subordination of this Lease as aforesaid, any



present or future mortgagee or beneficiary under any mortgage or deed of trust affecting Landlord's interest in the Premises may, by giving Tenant written notice thereof, require that this Lease shall be senior in lien to such mortgage or deed of trust. Tenant covenants and agrees, in the event of foreclosure of any such mortgage or deed of trust, to attorn to the purchaser upon such foreclosure sale and to recognize such purchaser as the Landlord under this Lease. Tenant agrees to execute in recordable form and deliver, at any time and from time to time, within twenty (20) days after request of Landlord, or of any such deed of trust or mortgage holder, any instrument which, in the reasonable judgment of Landlord, or its mortgagees, may be necessary or appropriate in any such foreclosure proceedings or otherwise to evidence such attornment. Tenant further waives the provisions of any statute or rule of law, now or hereafter in force, which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect this Lease, and the obligations of Tenant hereunder, as a result of any such foreclosure. Any mortgagee or purchaser at foreclosure, and any such ground lessor or its successor under any such ground or underlying lease who requests such attornment shall not (a) be bound by any prepayment of rent or additional rent for more than thirty (30) days in advance of the due date of such rent or which Tenant might have paid for more than the current month to any prior lessor (including Landlord), so that rent shall be payable after such deed of trust or mortgage foreclosure or termination of the ground or underlying lease, as the case may be, in case of a requested attornment as aforesaid, in accordance with the terms of this Lease as if such prepayment of rent for more than one month in advance had not been made; nor (b) be bound by any amendment or modification to this Lease or by any waiver or forbearance on the part of any prior lessor (including Landlord) made or given without the prior written consent of Landlord's mortgagees and (if any) ground lessor; nor (c) be liable for any act or omission of any prior lessor (including the Landlord); nor (d) be subject to any offsets or defenses which Tenant might have against any prior lessor (including Landlord); nor (e) be bound by nor subject to any provisions of this Lease which confer on Tenant any rights or options to lease additional space, or which grant Tenant any indemnification from Landlord; and furthermore, Landlord's mortgagees shall be discharged of any responsibility hereunder to Tenant which may have arisen (by reason of the mortgagee becoming a mortgagee in possession, a lessor or otherwise) after such mortgagee disposes of its interest in the Building of which the Premises forms a part. Tenant hereby agrees not to look to Landlord's mortgagees, as mortgagees, mortgagees in possession, or successor in title to the Building or to any leasehold interest in the land for accountability for any security deposit required or held by Landlord hereunder, unless and to the extent that such sums have actually been received by said mortgagees as security for Tenant's performance of or under this Lease.

#### 11. EMINENT DOMAIN.

Tenant agrees that if the Premises, or any part thereof, shall be taken, condemned or acquired for public or quasi-public use or purpose by any competent public or quasi-public authority (the "Taking Authority"), whether by condemnation proceedings, lease or purchase (collectively and individually a "taking"), then Landlord and Tenant shall share the value of any recovery according to the value of their respective property interests as such interests existed on the date of the taking. If all or a substantial part of the Premises or of the Building (whether or

not including the Premises) be so taken or acquired, the term of this Lease shall at Landlord's or Tenant's option cease and terminate from the date on which title to the premises vests in the Taking Authority. If this Lease is terminated under this Section 11, then all rentals and other sums payable by Tenant hereunder shall be adjusted and paid by Tenant to Landlord at the later to occur of (a) the date Tenant vacates the Premises in compliance with this Lease, or (b) the date on which title to the Premises vests in the Taking Authority. For purposes hereof, a substantial part of the Premises or of the Building shall be deemed to have been taken if in Landlord's and Tenant's reasonable judgment the remainder thereof not so taken is not reasonably usable or is not reasonably and economically reparable. If less than a substantial part of the Premises or of the Building is taken (a "partial taking"), then this Lease shall remain in force as regards the portion of the Premises not so taken. In the event of such partial taking, and if neither party elects to terminate this Lease in such circumstances, then in such event rent shall abate while Tenant is unable to use and occupy the Premises during the course of repairs thereof, such abatement to be in proportion to the rentable area of the Premises rendered unusable by Tenant for the purposes herein permitted until Landlord has substantially completed the restoration work it elects to perform. In such event, Landlord shall at its own expense (provided that this Lease has not been terminated hereunder and that Landlord receives sufficient funds from the Taking Authority to pay therefore) restore the remaining portion of the Premises (excluding Tenant's fixtures, furnishings, equipment, alterations and leasehold improvements, collectively herein called "Tenant Work," all of which Tenant Work shall be repaired and restored by Tenant at its own expense in conformity with the applicable terms of this Lease) to the extent reasonably feasible to render such remainder reasonably suitable for the purposes for which they are leased hereunder; and Landlord shall make such repairs (if any) to the remainder of the Building as may be reasonably necessary to enable Tenant to operate the Premises for the Permitted Use and to resume occupancy. Tenant shall fully cooperate with Landlord in all such efforts, and Tenant will not commence or perform Tenant's restoration work until Landlord has completed its work (unless otherwise permitted by Landlord). However, Landlord or Tenant may at its option and discretion terminate this Lease, with rent adjusted to the date of termination, if any partial taking involving at least thirty-five percent (35%) of the Premises occurs or any lesser amount if Tenant can no longer conduct business operations at the Premises in a manner similar to that conducted by Tenant prior to any such partial taking. Nothing herein contained shall preclude Tenant (provided it is not in default under this Lease nor subject to any Events of Bankruptcy) from prosecuting at its own expense in an action separate from Landlord's condemnation proceedings, claims directly against the Taking Authority for loss of business, damage to, or cost of removal of, or for the value of trade fixtures, furniture, equipment and other personal property belonging to Tenant. If this Lease is terminated pursuant to this Section 11, then Tenant agrees to vacate the Premises in accordance with this Lease within seven (7) days after such termination is effective.

## 12. WAIVER OF SUBROGATION.

Anything herein contained to the contrary notwithstanding, the Landlord and Tenant do each hereby release the other from any and all liability for any loss or damage to their respective properties caused by fire or any of the other casualties covered by the risks included in extended coverage insurance. This limited mutual release is given notwithstanding that such fire or other

casualty shall have resulted from the act, omission or negligence of Landlord or Tenant or their respective agents, employees, licensees or contractors. Landlord and Tenant agree to cause their respective insurance policies covering the Building and/or the Premises and contents thereof to contain an appropriate endorsement whereby the insurer agrees that the insurance policy and coverage will not be invalidated by reason of the foregoing waiver of the right of recovery against Landlord or Tenant, respectively, for loss occurring to the properties covered by such policies, and whereby such insurers also waive any right of subrogation against the Landlord and Tenant (as the case may be). Each party will, upon request, deliver to the other a certificate evidencing such waiver of subrogation by the insurer. However, the provisions of this Section 12 shall not be operative during any period of time when such "waiver of subrogation" feature is not available from insurance companies licensed to do business in the State.

### 13. DAMAGE BY FIRE OR CASUALTY

If the Premises shall at any time during the Term be partially damaged by fire or other casualty, Landlord shall (except as otherwise herein provided) promptly repair and restore the portions of the Premises damaged by such casualty, but excluding any Tenant Work (such repairs to be performed by Landlord, excluding Tenant Work, being herein referred to as "Landlord Repairs") to substantially the condition thereof that existed immediately prior to the occurrence of such damage (subject to delays necessitated by time needed to adjust, settle and compromise insurance claims and to obtain governmental licenses and permits for such work, and subject to the other conditions contained in this paragraph). However, if the Landlord Repairs are so extensive that the costs of repair exceed the insurance proceeds available to Landlord to pay for the restoration and repairs, then in any such event Landlord at its option and exclusive discretion shall have the right to terminate this Lease by giving Tenant written notice to that effect within forty-five (45) days following such casualty. In the event of any such partial damage or total destruction of the Premises, the rental shall be abated from the date of the damage until the date Landlord substantially completes the Landlord Repairs (excluding any Tenant Work, same to be repaired by and solely at the expense of Tenant upon Landlord's notification to Tenant that the Landlord Repairs have been substantially completed); such rental abatement to be in proportion to the area of the Premises rendered unusable by Tenant for the purposes herein permitted during the period of such usability. However, if the Premises are partially damaged by fire or other casualty to such extent that Tenant is unable to conduct the Permitted Use therein, then during the course and until substantial completion of the Landlord Repairs, all rents payable hereunder shall abate. In no event shall Landlord be obligated to perform or pay for or provide any repairs or replacements of Tenant's trade fixtures or equipment or any other Tenant Work; it being agreed that Tenant at its own expense shall perform all such repairs and replacements, whether necessitated by casualty damage or otherwise. Further, in no event shall Landlord be obligated to expend any sums in excess of the insurance proceeds (inclusive of any deductible) made available to Landlord on account of the fire or casualty for the purpose of such restoration. Tenant and Tenant Parties (as defined in Section 27 A below) will not interfere with, delay or alter any Landlord Repairs; it being agreed that there shall be no rent abatement during any period while any violation of this provision delays Landlord Repairs. If this Lease is terminated by Landlord pursuant to this Section 13, then Tenant agrees to vacate the

Premises in accordance with this Lease within seven (7) days after the date such termination is effective.

#### 14. LOSSES OR DAMAGE TO PROPERTY.

All personal property and other equipment and items of any kind belonging to Tenant or Tenant Parties located in or about the Premises, shall be there at the sole risk of Tenant, and in no event shall Landlord have any liability for any loss, damage or theft thereof from any cause whatsoever (Tenant hereby indemnifying Landlord against any and all suits, actions and claims in regard thereto).

#### 15. COMPLIANCE WITH GOVERNMENTAL ORDERS.

The Tenant shall, at its own expense, at all times during the term of this Lease and any renewal or holdover terms or while Tenant is occupying all or any part of the Premises, fully, properly and promptly comply with and abide by all laws, orders, ordinances, rules, regulations and requirements, as the same now exist or as the same may hereafter be enacted, amended or promulgated, of any Federal, State, or Municipal authority, and/or any department or agency thereof, and of the Board of Fire Underwriters, or any similar organization having jurisdiction thereof, and all insurance regulations, relating to the Premises and/or Tenant's use and occupancy of the Premises or to the operation of the Tenant's business at the Premises (collectively herein referred to as "Laws"). Subsequent to the completion of the Landlord Work, at all times while this Lease is in force, Tenant at its own expense will obtain and keep in force and display on the Premises all certificates of use and occupancy, and other governmental permits, licenses and authorizations required for the Premises and Tenant's business, use and occupancy thereof and thereat, and Tenant will provide Landlord copies of said certificates, licenses and permits within ten (10) days after Landlord's request. Tenant at its own expense agrees to promptly comply with all federal, state, county and municipal laws now or hereafter in force involving handicapped persons and means of access for such persons and facilities for their use, which involve their use of the Premises, or which affect the use or occupancy of or the conduct of business in or at the Premises. Landlord shall, at its own expense, ensure that the entire Premises as of the date Tenant first occupies any or all of the Premises, fully, properly and promptly comply with and abide by all laws, orders, ordinances, rules, regulations and requirements (together the "Laws") of any Federal, State, or Municipal authority and/or any department or agency thereof, including but not limited to any Laws pertaining to Hazardous Materials, environmental concerns, or disability access.

#### 16. BANKRUPTCY.

A. Events of Bankruptcy. For purposes of this Lease, the following shall be deemed "Events of Bankruptcy" of Tenant: (i) if Tenant becomes "insolvent", as defined in Title 11 of the United States Code, entitled "Bankruptcy", 11 U.S.C. Section 101 et. seq., as amended from

time to time (the Bankruptcy Code"), or under the insolvency laws of any state, district, commonwealth or territory of the United States of America ("Insolvency Laws"); or (ii) if a receiver or custodian is appointed for any or all of Tenant's property or assets, or if there is instituted a foreclosure action on any of Tenant's property; or (iii) if Tenant files a voluntary petition under the Bankruptcy Code or Insolvency Laws; or (iv) if there is filed an involuntary petition against Tenant as the subject debtor under the Bankruptcy Code or Insolvency Laws, which is not dismissed within sixty (60) days of filing, or results in issuance of an order for relief against the debtor; or (v) if Tenant makes or consents to an assignment of its assets, in whole or in part, for the benefit of creditors, or a common law composition of creditors. Notwithstanding anything in this Section 15 to the contrary, the terms and provisions of this Section 15 shall be subject to the provisions of the Bankruptcy Code as then in force.

B. Landlord's Option to Terminate Lease. Upon the occurrence of an Event of Bankruptcy, or if Tenant takes advantage of any Insolvency Laws, then in any such event Landlord at its option and sole discretion may terminate this Lease by written notice to Tenant (subject, however, to applicable provisions of the Bankruptcy Code or Insolvency Laws during the pendency of any action thereunder involving Tenant as the subject debtor). If this Lease is terminated under this paragraph, Tenant shall immediately surrender and vacate the Premises, waives all statutory and other notice to quit, and agrees that Landlord's obligations under this Lease shall cease from such termination date, and Landlord may recover possession by process of law or in any other lawful manner. Furthermore, if this Lease is terminated under this paragraph, Landlord shall have all rights and remedies against Tenant provided in case of defaults of Tenant in payment of rent (subject, however, to applicable provisions of the Bankruptcy Code or Insolvency Laws).

C. Assumption of Lease. If Tenant becomes the subject debtor in a case pending under the Bankruptcy Code, Landlord's right to terminate this Lease under this Section 16 shall be subject to the applicable rights (if any) of the trustee in bankruptcy to assume or reject this Lease as then provided for in the Bankruptcy Code. However, the Trustee in Bankruptcy must give to Landlord and Landlord must receive proper written notice of the Trustee's assumption or rejection of this Lease, within sixty (60) days after the date of the Trustee's appointment or such longer period if any provided by applicable law (the "Assumption or Rejection Period"); it being agreed that the failure of the Trustee to give notice of such assumption hereof within the Assumption or Rejection Period shall conclusively and irrevocably constitute the Trustee's rejection of this Lease and waiver of any rights of the Trustee to assume or assign this Lease. The Trustee shall not have the right to assume or assign this Lease unless said trustee (i) promptly and fully cures all defaults under this Lease, (ii) promptly and fully compensates Landlord for all monetary damages incurred as a result of such default, and (iii) provides to Landlord "adequate assurance of future performance" (as defined herein below). Landlord and Tenant hereby agree in advance that "adequate assurance of future performance", as used in this paragraph, shall mean that all of the following minimum criteria must be met: (a) Tenant shall deliver to Landlord a security deposit in an amount equal to three (3) months' Basic Rent at the rate applicable hereunder, which deposit Landlord may apply toward curing any defaults of Tenant under this Lease, (b) Tenant must pay to Landlord all rentals and other sums payable by Tenant hereunder including also therein its share (as estimated by Landlord) of the cost of all

services (if any) provided by Landlord (whether directly or through agents or contractors, and whether or not the cost of such services is to be passed through to Tenant), in advance of the performance or provision of such services, and (c) the Tenant must agree (by writing delivered to Landlord) that the use of the Premises as stated in this Lease will remain unchanged. In the event Tenant is unable to (i) cure its defaults, (ii) reimburse Landlord for its monetary damages, (iii) pay the rents due under this Lease or any other payments required of Tenant under this Lease on time, or (iv) meet the criteria and obligations imposed by (a) through (c) above in this subparagraph, then Tenant hereby agrees in advance that Tenant has not met its burden to provide adequate assurance of future performance, and this Lease may be terminated by Landlord in accordance with Section 15(B) hereof.

D. Damages. It is further stipulated and agreed that, in the event of the termination of this Lease by the happening of any such event described in this Section 16, Landlord shall forthwith, upon such termination, and any other provisions of this Lease to the contrary notwithstanding, become entitled to recover as and for damages caused by such termination of this Lease all amounts permitted by applicable law.

E. Consent to Lift Stay. In the event that this Lease is terminated by notice and the Tenant shall thereafter seek protection under the Bankruptcy Code or any equivalent state Insolvency Laws or regulations, then the Tenant (if a debtor-in-possession) agrees to consent to any application by the Landlord to terminate the automatic stay provisions of the Bankruptcy Code or any Insolvency Laws on the grounds that there is no equity in the Lease as a result of the pre-petition termination notice.

## 17. DEFAULTS AND REMEDIES.

A. If (i) the Tenant shall fail to pay the Rent, or any installments thereof as aforesaid, at the time the same shall become due and payable although no demand shall have been made for the same, or any Additional Rent or any other sums payable under this Lease when and as due as herein provided, and if such monetary default is not cured by Tenant within seven (7) days after written notice thereof is sent by Landlord to Tenant (or if Tenant commits more than two monetary defaults in any calendar year, and thereafter any additional monetary default occurs in that calendar year, whether or not Landlord has given Tenant notice thereof), or (ii) Tenant violates or fails or neglects to keep and perform any of the other covenants, conditions and agreements herein contained on the part of the Tenant to be kept and performed, and if such non-monetary default (other than failure to maintain insurance required of Tenant hereunder) is not cured by Tenant within thirty (30) days after written notice thereof is sent by Landlord to Tenant, as extended for such additional period (not to exceed an additional ninety (90) days) reasonably necessary to cure such default if Tenant acts diligently to do so and holds Landlord harmless from all liability, loss, costs, damage and expense arising from such default and provided such default does not materially jeopardize the value, safety or structural integrity of the Building nor subject Landlord or its agents to any liability or expense, or (iii) Tenant fails to keep in force any insurance required of it under this Lease, or (iv) the Premises shall become abandoned, vacant or deserted, or if Tenant fails to remain a public charter school in good standing under the laws of

the State, or fails to qualify or remain eligible for public funding. Tenant's estate hereby created shall be taken upon execution or other process of law; then, and in each and every such event (collectively an "Event of Default") from thenceforth, and at all times thereafter at the sole option and discretion of the Landlord (and in addition to and not in limitation of Landlord's right to distrain for rent, and other remedies), this Lease and the Tenant's right of possession shall thereupon cease and terminate, and the Landlord shall be entitled to the possession of the Premises and to re-enter the same and remove all persons and property there from, without demand of rent or demand of possession of the said Premises, and may forthwith proceed to recover possession of the Premises by process of law, any statutory or other notice to quit or of intention to re-enter the same being hereby expressly waived by the Tenant. In the event of such re-entry by process of law, the Tenant nevertheless agrees to remain answerable for any and all damage, deficiency or loss of rent which the Landlord may sustain by such re-entry, including also reasonable attorney's fees and court costs; and in such case, the Landlord reserves full power, which is hereby acceded to by the Tenant, to relet the Premises at the risk and expense of the Tenant. However, Landlord's rights and Tenant's obligations under this Lease shall not be affected or reduced by Landlord's failure or inability to relet the Premises. In no event shall Landlord be required to accept any prospective lessee submitted by Tenant. Any such reletting shall be only to such party or parties as Landlord may approve in its reasonable discretion. Any such reletting may be of all or any part of the Premises, and may be for a term or terms less than or greater than the then remaining portion of the term of this Lease, all at Landlord's exclusive discretion. Such re-lettings shall be on such terms, rental and conditions as Landlord may determine, and in no event will Tenant have any right to any excess of such net rents collected from re-lettings over the sums payable by Tenant hereunder. Whether or not Landlord elects to terminate this Lease under this Section 16, Tenant shall remain liable for all damages, deficiencies, loss, costs and expenses Landlord may sustain, including without limitation deficiency in rent, reasonable attorneys' fees, court costs, brokerage commissions, and all reasonable expenses incurred in preparing the Premises for re-letting (including any necessary alterations, none of which shall be deemed to release Tenant from liability hereunder). In no event shall Landlord be liable for inability or failure to re-let or to collect rentals under re-lettings, nor shall Tenant be released from liability (nor shall Tenant's obligations and liability under this Lease be reduced in whole or part) by reason thereof. Any damage or loss of rent sustained by Landlord may be recovered from Tenant, at Landlord's option, at time of re-letting, or in separate actions as said damages become determinable from re-lettings, or in a single action deferred until expiration of the term hereof (in which case the cause of action shall not accrue until the stated expiration date hereof), or in single action prior to the re-letting or termination or expiration hereof. Nothing herein contained shall prevent Landlord from proving in full damages for rent accrued prior to termination hereof and not paid, and from proving under any applicable laws any amounts allowed thereby, and recovering such sums. Tenant hereby expressly waives any provision of law now in force or which hereafter may be enacted giving Tenant the right under any condition after default to the redemption and repossession of the Premises or any part thereof. It is further agreed that if under the provisions hereof, applicable summary process shall be served, and a compromise or settlement thereof shall be made, such compromise or settlement shall not constitute a waiver of any subsequent breach of any covenant, condition or agreement herein contained, and that no waiver by Landlord of any breach of any covenant, condition or agreement herein contained shall be deemed to occur unless and only to the extent that such

waiver is in writing signed by Landlord, and no such waiver shall operate as a waiver of the covenant, condition or agreement itself, or of any subsequent breach thereof.

B. In addition to and not in limitation of the other remedies in this Lease provided, the Landlord shall be entitled to the restraint by injunction of any violation or attempted or threatened violation of any of the terms, covenants, conditions, provisions or agreements of this Lease.

C. The remedies of Landlord provided for in this Lease are cumulative and are not intended to be exclusive of any other remedies to which Landlord may be lawfully entitled. The exercise by Landlord of any remedy to which it is entitled shall not preclude or hinder the exercise of any other such remedy, nor constitute an election of remedies.

D. Tenant agrees promptly on demand to reimburse Landlord for any expenses, including but not limited to court costs and reasonable attorneys' fees which Landlord may incur in enforcing Landlord's rights against Tenant under this Lease, including, but not being limited to, the collection of rent and the securing of possession of the Premises. In addition, if Landlord shall incur any charge or expense on behalf of Tenant under the terms of this Lease because of Tenant's failure to cure any Event of Default, then such charge or expense shall be considered as Additional Rent hereunder, and shall be repaid to Landlord by Tenant within fifteen (15) days after demand therefore.

E. If Tenant fails to fully, timely and properly pay and perform any covenants, duties, agreements, obligations or requirements which are payable by, imposed upon or otherwise required of Tenant under any provision of this Lease, Landlord may, after giving Tenant at least ten (10) days prior written notice (except that no notice shall be required in emergencies), make the payment or perform such matters, in which event Tenant agrees to promptly reimburse Landlord upon request as additional rental all such payments and other costs and expenses incurred by Landlord, together with interest on such amounts at the current Prime Rate (defined below) plus three percent (3%) per annum from date the aforesaid expenses are advanced or incurred by Landlord until repaid in full by Tenant. No such sums advanced or work or other actions done or taken by Landlord shall relieve Tenant, to any extent, from its covenants, duties, liabilities or obligations under this Lease, nor be deemed to be a waiver or acquiescence by Landlord in respect of the Tenant's default or Landlord's rights and remedies with regard thereto. "Prime Rate" shall mean the "base rate" of interest per annum from time to time published by The Wall Street Journal, New York, New York, presently designated as the "Prime Rate" under the category of "Money Rates," as the same may fluctuate from time to time. In the event that the "Prime Rate" ceases to be published in The Wall Street Journal, then the Prime Rate hereunder shall thereafter be the prime rate publicly announced from time to time by CitiBank N.A. or its successor.

F. If Landlord shall fail to timely receive any installment or installments of rent or any other amounts due and payable under this Lease, and if such failure is not corrected within five (5) days after written notice thereof from Landlord, then Tenant shall pay to the Landlord, in addition to the rental or other sums so in default, a "late charge" in an amount equal to five cents



(\$0.05) for each one dollar (\$1.00) so in default. Any rent or other amounts payable by Tenant under this Lease which are overdue more than ten (10) days after written notice from Landlord shall, in addition to the aforesaid late charges, bear interest at the rate of twelve percent (12%) per annum from the date such payment was due, such interest to be payable by Tenant to Landlord on demand. Notwithstanding the foregoing, Landlord shall not be required to provide more than two such notices in any twelve month period, and any successive failure of Landlord to timely receive payment in such twelve month period after the second such notice shall entitle Landlord to the aforesaid late charge without the necessity of further notice to Tenant.

G. A. If Landlord violates or fails or neglects to keep and perform any of the covenants, conditions and agreements herein contained on the part of the Landlord to be kept and performed, and if such non-monetary default is not cured by Landlord within thirty (30) days after written notice thereof is sent by Tenant to Landlord, as extended for such additional period (not to exceed an additional ninety (90) days) reasonably necessary to cure such default if Landlord acts diligently to do so and holds Tenant harmless from all liability, loss, costs, damage and expense arising from such default and provided such default does not materially jeopardize the value, safety or structural integrity of the Building nor subject Tenant or its agents to any liability or expense then and at all times thereafter at the sole option and discretion of the Tenant this Lease shall thereupon cease and terminate.

#### 18. RIGHTS RESERVED BY LANDLORD.

Landlord reserves the right to itself, its agents, contractors and designees, to enter the Premises at all reasonable times during normal business hours and at such other times as Landlord deems necessary and at any time in case of emergencies. Landlord shall provide Tenant at least one (1) day prior written notice of its desire for such access (except that no notice will be required in circumstances believed by Landlord to constitute an emergency) for (1) the making of inspections or repairs, as Landlord (without being obligated to perform) may deem necessary or desirable or for any other purposes involving the safety, protection or preservation of the Premises or Building; and (2) during the last six (6) months of the term hereof to exhibit the Premises to prospective tenants; and (3) at all times during normal business hours to exhibit the Premises to existing lenders or to prospective mortgagees and purchasers. Landlord may install and exhibit in or on the exterior of the Premises "For Rent" signs during the last six (6) months of term hereof, and "Building For Sale" signs at any times, and Tenant will not obstruct or interfere with such signs.

#### 19. SURRENDER CONDITION.

By not later than the expiration or any termination of this Lease, Tenant will surrender to Landlord possession of the Premises, with all personal property owned by Tenant and any Tenant Parties removed from the Building, and with the Premises in good condition, appearance and repair, reasonable wear and tear excepted, broom clean, and free of subleases and occupants.

## 20. NOTICES.

All notices required under this Lease shall be given in writing and shall be deemed to be properly served by Tenant if sent by first class certified or registered United States Mail, return receipt requested, postage prepaid, or by national overnight courier service, with delivery charges prepaid, addressed to Landlord at the address where rent is then payable hereunder, or to such other party and address as Landlord may from time to time designate in writing at least forty-five (45) days before such change of address is effective. Such notices shall be deemed to be properly served by Landlord if sent by first class certified or registered United States Mail, postage prepaid, or by courier service, addressed to Tenant as follows:

Before the Lease Commencement Date:

Mr. George Biggs

President Jacksonville Lighthouse Charter School

Attention:

After the Lease Commencement Date:

or at such address Tenant may designate by written notice to Landlord at least forty-five (45) days before such change of address is effective, with copies of notices of default both before and after the Lease Commencement Date to:

## 21. NON-WAIVER.

The failure of Landlord to insist, in any one or more instances, upon a strict performance by Tenant of any of the covenants of this Lease, or to exercise any option herein contained, or to serve any notice, or to institute any action or summary proceedings, or otherwise to act as though this Lease had expired pursuant to any of the provisions of this Lease, shall not be construed as a waiver or relinquishment by Landlord for the present or future of such covenant or option, or right thereafter to serve notice and to have this Lease expire under any provision of this Lease, but such covenant or option shall continue and remain in full force and effect. The receipt by the Landlord of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Landlord of any provision hereof or breach thereof by Tenant shall be deemed to have been made unless expressed in writing and signed by the Landlord. No release by Landlord of any guarantor hereof nor any forbearance by Landlord in enforcing any provisions of any guarantee of this Lease shall serve to relieve or release Tenant or any other guarantors of any obligations under this Lease or under such guarantee. The rights and remedies herein created are cumulative, and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

## 22. ENTIRE AGREEMENT.

This instrument contains all the agreements made between the parties hereto, and is a complete integration of all their agreements and they shall not be bound by any oral or written agreements or correspondence not herein contained. This Lease may not be modified orally or in any other manner than by agreement in writing, signed by all the parties hereto or their respective successors in interest.

## 23. BINDING EFFECT OF AGREEMENT; TENANT'S PURCHASE OPTION

A. Benefit of Successors. Except as otherwise expressly provided herein, the terms, covenants, conditions, obligations and agreements herein contained shall be binding upon Landlord and Tenant and inure to the benefit of Landlord, and (subject to Section 9 hereof) Tenant and each of their respective heirs, executors, administrators, personal representatives, successors and assigns (subject however, to the restrictions upon Tenant contained in Sections 9, 16 and 23B) hereof).

B. Rights of Tenant to Acquire Premises. The Tenant will have the right to purchase the Landlord's interest in the Premises ("Purchase Option") under the terms and conditions set forth in this Section 23. The Purchase Option cannot be assigned by Tenant and will not inure to the benefit of any successor or assign of Tenant, except with the written consent of Landlord, which consent may be granted or withheld in Landlord's sole and absolute discretion and which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the above, Tenant may assign the Purchase Option to an IRS approved 501(c)(3) support organization which is organized for the purpose of purchasing the Premises and leasing it to the Tenant.

C. Exercise of Purchase Option. Tenant may exercise the Purchase Option by notifying Landlord in writing of its intention to exercise the option. The Purchase Option is exercisable by written notice to Landlord ("Purchase Option Notice"). Closing of the purchase ("Purchase Option Closing") must take place within sixty (60) days of the date the Purchase Option Notice is received. The Purchase Option price is determined according to the month in which the Purchase Option Closing occurs.

D. Purchase Option Price. The Purchase Option price for the Premises shall be determined by the month in which the during which the Purchase Option Closing occurs, as follows:

(i) The Indicative Purchase Option price during months 25-36 of the Term is Three Million One Hundred Fifty Thousand dollars (\$3, 150,000). [Predicted Total Project Cost of \$3,000,000 plus \$150,000]

(ii) The Indicative Purchase Option price for the Premises during months 37-48 of the Term is Three Million Two Hundred Twenty Five Thousand dollars (\$3,225,000). [Predicted Total Project Cost of \$3,000,000 plus \$225,000]

(iii) The Indicative Purchase Option price for the Premises during months 49-60 of the Term is Three Million Three Hundred Thousand dollars (\$3,300,000). [Predicted Total Project Cost of \$3,000,000 plus \$300,000]

Notwithstanding the above, in the event that that the final Actual Total Project Cost exceeds the Predicted Total Project Cost (as those terms are defined in Section 3 of this Lease), the Purchase Option Price shall be increased accordingly. [Example: if the final Actual Total Project Cost is \$3,100,000, then the Purchase Option Price is finalized and set at \$3,177,500 during months 24-36; \$3,255,000 during months 37-48; and \$3,332,500 during months 49-60].

E. Closing of Purchase by Tenant. The close of escrow shall occur at the offices of the title company/escrow agent in the State to be designated by the Tenant Upon the exercise of the Purchase Option, the parties shall execute escrow instructions and such other documentation as shall be necessary to permit the close of escrow as contemplated herein. Within five (5) days following the exercise of the Purchase Option by Tenant, Tenant at Tenant's sole cost and expense, may obtain a current title commitment for an owner's title policy showing the status of title of the Premises and all exceptions, including easements, restrictions, right-of-way, covenants, reservations and other conditions affecting the Premises, committing the title company to issue its extended owner's title policy to Tenant in the full amount of the purchase price for the Premises at the close of escrow. All costs and expenses associated with the purchase shall be divided in the manner which is customary for transactions of this nature in the State.

#### 24. LANDLORD'S LIABILITY AND NO PERSONAL LIABILITY.

If the Landlord shall sell, convey or otherwise transfer the Premises or its interest therein, then the undersigned Landlord shall be deemed released of all obligations accruing hereunder from and after the date of such transfer; and the transferee shall be deemed the Landlord hereunder. In all events, and at all times, Landlord's liability under this Lease shall be limited to its interest in the Premises. Neither Landlord nor Landlord's Agents shall have any personal liability in the event of any claim against Landlord arising out of or in connection with this Lease, the relationship of Landlord and Tenant or Tenant's use of the Premises. In no event shall any officer, director, member, contractor or employee of Landlord or Tenant, respectively, have any personal liability for any obligation, duty or covenant of the Landlord or Tenant, as applicable, under this Lease, the parties expressly recognizing that any such individuals are acting in a representative capacity only hereunder. Notwithstanding anything contained in this Lease to the contrary, Tenant confirms that the covenants of Landlord are made and intended, not as personal covenants of the individual executing this Lease on behalf of the Landlord, but solely in the exercise of the representative powers conferred upon the officer by Landlord.

25. BROKERAGE.

Each party to this Lease shall indemnify, defend and hold harmless the other party from and against any and all claims, actions or demands asserted against such other party by any real estate broker, finder or intermediary relating to any act of the indemnifying party in connection with this Lease.

26. SIGNS, EXTERIOR; NUISANCE.

Except as otherwise expressly permitted in this Section, Tenant agrees not to install any signs or other advertising devices on the exterior of the Premises or the Building without Landlord's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned. However, during the Term of this Lease, Landlord will install, as a part of the improvements to be made by Landlord at its expense and subject to the conditions herein contained, exterior signage (the "Permitted Signs") acceptable to Landlord in its reasonable discretion containing Tenant's name. All such Permitted Signs must be of a size, color and design which are compatible with the appearance, color and design of the Building. All Permitted Signs shall comply with all applicable laws, codes and regulations, and insurance requirements. Tenant will not paint, cut, disfigure or otherwise alter the brickwork, facades or other exterior portions of the Premises, nor the roof, windows, doors or other elements of the Premises, nor install any awnings or marquees, without Landlord's prior written , which consent shall not be unreasonably withheld, delayed or conditioned in each instance. Tenant will not cause or permit any smoke, grease, oil, odors, vapors, or other substances, music, sounds, bright or flashing or blinking lights, vibrations or other activities or substances to emanate outside of the Premises, which do or might injure or disturb others or property of others, or which constitute a nuisance to others; and Tenant hereby holds Landlord harmless from any such activities and any suits, causes of action, claims, fines and prosecutions resulting there from. All costs of installing, maintaining, repairing and removing the Permitted Signs shall be paid by Tenant. Tenant shall keep all Permitted Signs in good condition, appearance and repair at all times, and will remove all such signs and repair all damage to the Building caused thereby prior to expiration or termination of this Lease.

27. HAZARDOUS MATERIALS.

A. Tenant shall not transport, use, store, maintain, generate, manufacture, handle, dispose, release, discharge, spill or leak any "Hazardous Material" (as defined below), or permit any agent, employee, student, invitee or any other person or entity on the Premises with the consent of Tenant ("Tenant Parties") to engage in such activities on or about the Premises. However, the foregoing provisions shall not prohibit the transportation to and from, and use, storage, maintenance and handling within, the Premises of substances customarily and lawfully used in the business which Tenant is permitted to conduct in the Premises under this Lease (i.e., normal office use and school supplies typically used in the ordinary operation of a school in compliance with applicable Laws and insurance requirements and ordinary school science

classes), but only as an incidental and minor part of such business, and provided: (i) such substances shall be properly and safely labeled, contained, used and stored only in small quantities reasonably necessary for such permitted use of the Premises and the ordinary course of Tenant's business therein, strictly in accordance with applicable Laws, insurance requirements, and the manufacturers' instructions therefore; (ii) such substances shall not be disposed of, released, discharged or permitted to spill or leak in or about the Premises or the Property (and under no circumstances shall any Hazardous Material be disposed of within the drains or plumbing facilities in or serving the Premises or Property, or in any other public or private drain or sewer, regardless of quantity or concentration); (iii) if any applicable Law, insurance requirements, or Landlord's trash removal contractor requires that any such substances be disposed of separately from ordinary trash, Tenant shall make arrangements at Tenant's expense for such disposal in approved containers directly with a qualified and licensed disposal company at a lawful disposal site; (iv) any remaining such substances shall be completely, properly and lawfully removed from the Property upon expiration or earlier termination of this Lease; and (v) Tenant shall comply with all Laws in connection with the removal and disposal of any such substances.

B. Tenant shall immediately notify Landlord of (i) any inspection, enforcement, cleanup or other regulatory action taken or threatened by any regulatory authority with respect to any Hazardous Material on or from the Premises or the migration thereof from or to other property; (ii) any demands or claims made or threatened by any party relating to any loss or injury claimed to have resulted from any Hazardous Material on or from the Premises; (iii) any release, discharge, spill, leak, disposal or transportation of any Hazardous Material on or from the Premises in violation of this Section, and any damage, loss or injury to persons, property or business resulting or claimed to have resulted there from; and (iv) any matters where Tenant is required by Law to give a notice to any regulatory authority respecting any Hazardous Materials on or from the Premises. Landlord shall have the right (but not the obligation) to notify regulatory authorities concerning actual and claimed violations of this Section. Tenant shall immediately upon written request from time to time provide Landlord with copies of all Material Safety Data Sheets ("MSDSs"), permits, approvals, memos, reports, correspondence, complaints, demands, claims, subpoenas, requests, remediation and cleanup plans, and all papers of any kind filed with or by any regulatory authority and any other books, records or items pertaining to Hazardous Materials that are subject to the provisions of this Section (collectively referred to herein as "Tenant's Hazardous Materials Records").

C. If any Hazardous Material is released, discharged or disposed of, or permitted to spill or leak by Tenant or any employee, agent, contractor, vendor, student, invitee or other person on the Premises with the express or implied consent of the Tenant ("Tenant Party") in violation of the foregoing provisions, Tenant shall immediately and properly clean up and remove the Hazardous Materials from the Premises, Property, and any other affected property and clean or replace any affected personal property (whether or not owned by Landlord) in compliance with applicable Laws and then prevailing industry practices and standards, at Tenant's expense (without limiting Landlord's other remedies therefore). Such clean up and removal work ("Tenant Remedial Work") shall be subject to the provisions of Section 6(C) of this Lease, including Landlord's prior written approval (except in emergencies), and any testing,

investigation, feasibility and impact studies, and the preparation and implementation of any remedial action plan required by any court or regulatory authority having jurisdiction or reasonably required by Landlord. In connection therewith, Tenant shall provide documentation evidencing that all Tenant Remedial Work or other action required hereunder has been properly and lawfully completed (including a certificate addressed to Landlord from an environmental consultant reasonably acceptable to Landlord, in such detail and form as Landlord may reasonably require).

D. The term "Hazardous Material" for purposes hereof shall include, but not be limited to: (i) any flammable, explosive, toxic, radioactive, biological, corrosive or otherwise hazardous chemical, substance, liquid, gas, device, form of energy, material or waste or component thereof; (ii) petroleum-based products, diesel fuel, paints, solvents, lead, radioactive materials, cyanide, biohazards, infectious or medical waste and "sharps", printing inks, acids, DDT, pesticides, ammonia compounds, and any other items which now or subsequently are found to have an adverse effect on the environment or the health and safety of persons or animals the release of which is regulated by Law, or the presence of which require investigation or remediation under any Law or governmental policy; and (iii) any item defined as a "hazardous substance", "hazardous material", "hazardous waste", "regulated substance" or "toxic substance" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq., Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq., Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 et seq., Clean Water Act, 33 U.S.C. §1251, et seq., Safe Drinking Water Act, 14 U.S.C. §300f, et seq., Toxic Substances Control Act, 15 U.S.C. §2601, et seq., Atomic Energy Act of 1954, 42 U.S.C. §2014 et seq., and any similar federal, state or local Laws, and all regulations, guidelines, directives and other requirements thereunder, all as may be amended or supplemented from time to time. Hazardous Materials shall also expressly include asbestos containing materials.

E. Tenant shall pay, prior to delinquency, any and all fees, taxes (including excise taxes), penalties and fines arising from or based on Tenant's or any other Tenant Party's activities involving Hazardous Material on or about the Premises or Property, and shall not allow such obligations to become a lien or charge against the Premises or Landlord. If Tenant or any other Tenant Party violates any provision of this Section with respect to any Hazardous Materials, Landlord may pursue such other remedies as may be available to Landlord under this Lease or applicable Law.

F. Landlord represents to Tenant that as of the date of this Lease Landlord has not received any written notice of, and does not otherwise have actual knowledge of any Hazardous Materials at the Premises in violation of any applicable Law. Landlord further represents and warrants, to Landlord's actual knowledge, that no leak, spill, discharge, emission or disposal of Hazardous Materials in violation of applicable Law has occurred at, on or under the Premises. Landlord agrees to indemnify, defend and hold Tenant harmless from any Claims by reason of (a) the breach by Landlord of its representations in this Section (F), unless such breach is caused by Tenant or any Tenant Party or (b) any spill, leak or discharge of Hazardous Materials by Landlord or any of its employees, agents and contractors in, on or under the Building or (c) any spill, leak, airborne, or discharge of Hazardous Materials deemed by a qualified third party to

have resulted from a condition existing prior to Tenant's first occupancy of the Premises. Landlord shall not use Hazardous Materials in or about the Building except in the ordinary course of business of owning, managing, repairing and maintaining the Building as a school building and uses accessory thereto. Landlord further agrees that any such use of Hazardous Materials by Landlord in connection therewith shall be in compliance with all Laws. In the event (i) Hazardous Materials are discovered at the Premises, (ii) the presence of such Hazardous Materials is found to be in violation of Laws, and (iii) neither the presence of such Hazardous Materials nor any contamination caused by such Hazardous Materials is caused by any Tenant Party, then Landlord shall promptly commence to cure (or cause a cure to be made thereof) the violation of Law caused by the Hazardous Materials, and Landlord shall thereafter pursue such cure with reasonable diligence.

## 28. MISCELLANEOUS.

A. Severability. If any term or provision hereof, or any portion thereof, or the application thereof to any person(s) or circumstances shall, to any extent, be held by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is so judicially held to be invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

B. Estoppels. The Tenant agrees, within ten (10) days after each request from the Landlord, to execute, acknowledge and deliver to the Landlord a statement in writing as requested and furnished by Landlord certifying (if such in fact then is the case) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified, and stating the modifications), and the date to which the rent and other charges, if any, have been paid in advance, and the amount of any security deposit held by Landlord, and whether or not there is any existing default hereunder by the Landlord or the Tenant known to the Tenant, or notice of default served by the Landlord or Tenant (including the details of such defaults as known to Tenant), and any other matters Landlord reasonably may specify; it being intended that any such statement delivered pursuant to this paragraph may be relied upon by Landlord and by any prospective purchaser, mortgagee or assignee of any mortgage upon the Landlord's fee title to and other interests in the Premises.

C. Plural and Singular Context. Wherever required in the context, the singular number shall include the plural number, the plural number shall include the singular number, and the use of any gender shall be deemed to include all genders, as appropriate.

D. Governing Law. This Lease is made pursuant to, and shall be construed and enforced in accordance with, the laws of the State of Arkansas.

E. Waiver of Redemption. Tenant hereby expressly waives any and all rights of redemption granted by any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Premises, by



reason of the violation by Tenant of any of the covenants or conditions of this Lease, or otherwise.

F. No Joint Venture. Any intention to create a joint venture or partnership relation between the parties is hereby expressly disclaimed, it being agreed that their only relationship is that of lessor and lessee.

G. Jury Trial Waiver. Landlord and Tenant each hereby waive all rights to trial by jury in any proceedings instituted by either party against the other concerning this Lease and/or the Premises.

H. Recitals. The parties do hereby incorporate into this Lease the recitals contained in the preamble.

I. Time. As used herein, the word "day" shall mean a calendar day, unless otherwise specified. "Business Day" shall mean a day which is not a Saturday, Sunday or legal holiday in the State of Arkansas and any time period which expires on a day which is not a Business Day shall be deemed to be postponed until the next Business Day.

J. Captions. The captions in this Lease are inserted for convenience of reference only and do not define, describe or limit the scope of this Lease or any term hereof.

## 29. QUIET POSSESSION.

The Landlord covenants that if and so long as there shall have occurred no Event of Default nor any Events of Bankruptcy affecting Tenant or any guarantor of this Lease, the Tenant shall hold, occupy and enjoy the Premises during the term of this Lease, without hindrance or molestation by the Landlord, but subject to all of the terms, conditions and provisions hereof. If Landlord's ownership of the Premises terminates as a result of foreclosure of any deed of trust or mortgage on its interest therein, or sale of the Premises by Landlord, Tenant's possession of the Premises under this Lease shall not be disturbed by such foreclosure or sale provided there is no Event of Default under this Lease and provided further that neither Tenant nor any guarantor of this Lease shall be subject to any Events of Bankruptcy.

## 30. DRAFT NOT BINDING.

Submission of this Lease in any number of drafts unexecuted by Landlord and Tenant shall not constitute, nor shall any negotiations between Landlord and Tenant constitute, a legally binding obligation of Landlord of any kind; it being agreed that this Lease shall only be binding upon Landlord when fully executed by Landlord and Tenant with a counterpart fully executed original received by Landlord.

### 31. ARTICLES OF INCORPORATION; FINANCIAL STATEMENTS.

A. Tenant represents and warrants that Tenant has furnished Landlord a true and complete copy of Tenant's Articles of Incorporation and that said Articles of Incorporation are in full force and effect and not modified, and that Tenant, acting by its undersigned duly authorized officers, has the lawful right to execute, deliver and perform its obligations under this Lease, and this Lease represents the lawful obligation of Tenant, and is binding upon and enforceable against Tenant in accordance with the terms hereof. Tenant further warrants that Tenant is in good standing under the laws of the State. Tenant further represents and warrants that the financial statements of Tenant, and those of any subtenant of all or any part of the Premises, furnished to Landlord are true and correct in all respects and accurately reflect the financial condition of the Tenant. The representations and warranties made by Tenant in this Lease are material inducements to Landlord's execution of this Lease; and any material inaccuracy therein shall be deemed a default of Tenant under this Lease. Tenant represents and warrants that it has the lawful right to execute, deliver and perform its obligations under this Lease, and that its officers executing this Lease are duly authorized to do so and this Lease constitutes the lawful obligation of and is legally binding on Tenant.

B. Tenant agrees to furnish its financial statements and those of any subtenant of all or any part of the Premises, including without limitation balance sheets and income and expense statements, reasonably requested by Landlord within ten (10) Business Days of receiving such request.

### 32. SUBORDINATION OF SERVICE FEE

The execution of this Lease by Landlord and the right of Tenant to occupy the Premises during the Term are conditioned upon: (i) the execution by Lighthouse Academies Inc. ("LHA") of an agreement ("Subordination Agreement") to subordinate its service fee to payment of Rent and performance of all other financial obligations of Tenant under this Lease, in the form attached hereto as Exhibit C, and (ii) LHA providing Landlord, upon its request, a "comfort letter" in the form attached hereto as Exhibit D, stating that there is a commonality of governance and management between LHA and Tenant which would not preclude the lending of operational funding by LHA to Tenant but there is no obligation for LHA to do so. Tenant's right to occupy the Premises shall be conditioned upon the continuing validity of the Subordination Agreement and LHA's performance of the Subordination Agreement. LHA shall have no direct or indirect liability under the Lease, except as stated in this Section 32.

### 33. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Landlord and Tenant have caused this Lease to be executed by their duly authorized officers; all done as of the date first hereinbefore written.

ATTEST:

\_\_\_\_\_

LANDLORD:

EDUCATIONAL PROPERTIES, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

TENANT:

JACKSONVILLE LIGHTHOUSE  
CHARTER SCHOOL

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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**EXHIBIT A**

**PREMISES**

**EXHIBIT B**

**IMPROVEMENTS**

## **EXHIBIT C**

### **LAI Subordination of Fees Agreement**

**EXHIBIT D**

**LHA Letter of Commonality with Tenant**

## **EXHIBIT E**

### **RULES & REGULATIONS**

1. The sidewalks, entries, passages, elevators, public corridors and staircases of the Building which are not occupied by the Tenant shall not be obstructed or used for any purpose other than ingress or egress.
2. The Tenant shall not construct, maintain, use or operate within the Premises or elsewhere in the Building or on the outside of the Building or, any equipment or machinery which produces music, sound or noise which is audible beyond the Premises.
3. Bicycles, motor scooters or any other type of vehicle shall not be brought into the lobby or elevators of the Building or into the Premises, except for those vehicles which are used by a physically handicapped person in the Premises.
4. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags or other substances (including, without limitation, coffee grounds) shall be thrown therein.
5. No cooking (except for cooking by Tenants' employees for functions related to normal school functions shall be done or permitted by any tenant on the Premises. No tenant shall cause or permit any unusual or objectionable odors to permeate from the Premises.
6. There shall not be used in any space, or in the public halls of the Building, either by any tenant or by, its agents, contractors, jobbers or others, in the delivery or receipt of merchandise, freight, or other matters, any hand trucks or other means of conveyance except those equipped with rubber tires, rubber side guards, and such other safeguards as Landlord may require, and tenant shall be responsible to Landlord for any loss or damage resulting from any deliveries of tenant to the Building.
7. Mats, trash or other objects shall not be placed in the public corridors, except for reasonable lengths of time such as to clean the classrooms.
8. Sidewalks, doorways, vestibules, halls, stairways and similar areas shall not be obstructed by tenants or their agents, employees, sublessees, contractors, licensees or invitees, or used for any purpose other than ingress and egress to and from the Premises and for going from one part of the Building to another part of the Building.
9. Plumbing fixtures and appliances shall be used only for the purpose for which constructed, and no sweepings, rubbish, rags, or other unsuitable material shall be thrown or placed therein. The cost of repairing any stoppage or damage resulting to any such fixtures or appliances from misuse on the part of a tenant or such tenant's officers, agents, servants, and employees shall be paid by such tenant.
10. No awning or other projections shall be attached to the outside walls or windows. No



curtains, blinds, shades, screens or signs other than those furnished by Landlord shall be attached to, hung in, or used in connection with any window or door of the Premises without prior written consent of Landlord, which consent shall not be unreasonably withheld, delayed or conditioned.

11. Tenant may request heating and/or air conditioning during other periods in addition to normal working hours by submitting its request in writing to Landlord or Landlord's agent during normal business hours, Monday through Friday, no later than twenty-four (24) hours prior to the time such service is required. The request shall clearly state the start and stop hours of the "off-hour" service. Tenant shall submit to the Landlord or Landlord's agent a list of personnel authorized to make such request. The Tenant shall be charged for such operation in the form of additional rent; such charges are to be determined by the Landlord and shall be fair and reasonable and reflect the additional operating costs involved.

12. The Premises shall not be used for conducting any barter, trade, or exchange of goods or sale through promotional give-away gimmicks or any business involving the sale of secondhand goods, insurance salvage stock, or fire sale stock, and shall not be used for any auction or pawnshop business, any fire sale, bankruptcy sale, going-out-of-business sale, moving sale, bulk sale, or any other business which, because of merchandising methods or otherwise, would tend to lower the character of the Premises, except as such is intended to raise funds for the school. Canvassing, soliciting and peddling in the Premises is prohibited and each tenant shall cooperate to prevent the same. Bake sales or other similar sales activities relating to normal school activities are not intended to be limited by reason of the foregoing restriction.

13. Tenants shall not do anything, or permit anything to be done, in or about the Premises, or bring or keep anything therein, that will in any way increase the possibility of fire or other casualty or obstruct or interfere with the rights of, or otherwise injure or annoy, other tenants, or do anything in conflict with the valid, pertinent laws, rules, or regulations of any governmental authority.

14. Tenant shall not place a load upon any floor of the Premises which exceeds the floor load per square foot which such floor was designed to carry (80-lbs. dead, 100 lbs. live) or which is allowed by applicable building code. Landlord may prescribe the weight and position of all safes and heavy installations which Tenant desires to place in the Premises so as properly to distribute the weight thereof. Landlord shall have the authority to prescribe the weight and position of safes or other heavy equipment which may overstress any portion of the floor. All damage done to the Building by the improper placing of heavy items which overstress the floor will be repaired at the sole expense of the Tenant. Landlord reserves the right to have Landlord's structural engineer review Tenant's floor loads on the Premises at Tenant's expense.

15. Tenant shall make reasonable efforts to keep all corridor doors closed when not in use.
16. Tenant shall cooperate with Landlord's agents and employees in keeping the Building and their premises neat and clean. Nothing shall be swept or thrown into the corridors, halls, elevator shafts, or stairways.
17. Tenant shall not use or keep in the Premises any flammable or explosive, fluid or substance, or any illuminating material, unless it is battery powered, UL-approved, with the exception of any material or device to be used as part of the science curriculum.
18. Tenant's employees or agents, or anyone else who desires to enter the Premises after normal business hours, may be required to provide appropriate identification and sign in upon entry, and sign out upon leaving, giving the location during such person's stay and such person's time of arrival and departure, and shall otherwise comply with any reasonable access control procedures as Landlord may from time to time institute.
19. Landlord has the right to evacuate the Premises in event of emergency or catastrophe.
20. If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business, Tenant, before occupying the Premises, shall procure and maintain such license or permit and submit it for Landlord's inspection. Tenant shall at all times comply with the terms of any such license or permit.
21. Tenant covenants and agrees that its use of the Premises shall not cause a discharge of more than its pro rata share on a square foot basis of the design flow gallonage per day of sanitary (non-industrial) sewage allowed under the sewage discharge permit(s) for the Premises. Discharges in excess of that amount, and any discharge of industrial sewage, shall only be permitted if Tenant, at its sole expense, shall have obtained all necessary permits and licenses therefor, including without limitation permits from state and local authorities having jurisdiction thereof. .
22. Garbage, trash, rubbish, and refuse shall be kept in sanitary closed containers so as not to be visible to the public within the demised area. All trash shall be properly bagged or contained.
23. Tenant shall not use or operate any electric or electrical devices or other devices that emit sound waves or are dangerous to other tenants and occupants of the Building or that would interfere with the operation of any device or equipment or radio or television broadcasting or reception from or within the Building, and shall not place or install any projections, antennae, aerials, or similar devices inside or outside of the Premises, without the prior written approval of Landlord.
24. Eight sets of door keys for doors in the Premises will be furnished on the Lease Commencement Date by Landlord. Tenant shall not affix additional locks on doors and will

provide to Landlord the means of opening of safes, cabinets, or vaults left on the Premises after the termination of the Lease. In the event of the loss of any keys so furnished by Landlord, Tenant shall pay to Landlord the cost thereof.

25. Tenant assumes full responsibility for protecting its space from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed and secured.

Violation of these rules, or any amendments thereof or additions thereto, may be considered a default of Tenant's lease and shall be sufficient cause for termination of this Lease at the option of Landlord. Landlord reserves the right to rescind any of these Rules and Regulations and make such other and further rules and regulations not inconsistent with the express terms of the lease as in the judgment of Landlord shall from time to time be needed for the safety, protection, care, and cleanliness of the Premises, the operation thereof, the preservation of good order therein, and the protection and comfort of its tenants, their agents, employees, and invitees, which Rules and Regulations when made and notice thereof given to a tenant shall be binding upon him in like manner as if originally herein prescribed. In the event of any conflict, inconsistency, or other difference between the terms and provisions of these Rules and Regulations, as now or hereafter in effect, and the terms and provisions of the Lease to which these Rules and Regulations are attached, Landlord shall have the right to rely on the terms or provision in either such Lease or such Rules and Regulations which is most restrictive on Tenant and most favorable to Landlord.

# Lighthouse Academies of Arkansas Jacksonville Lighthouse Charter School

August 28, 2008

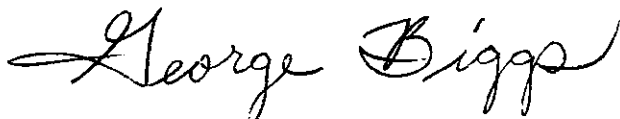
Dr. Mary Ann D. Brown  
Program Director, Charter School Office  
Arkansas Department of Education  
4 State Capitol Mall  
Room 305-B  
Little Rock, AR 72201

Dear Dr. Brown:

Please find enclosed the Jacksonville Lighthouse Charter School open enrollment application package. You will find enclosed 1 original application, copies of letters and certified mail receipts for applications sent to affected school districts, 6 bound copies of application and 1 CD containing a pdf file of the application.

Thank you for your support and attention.

Best regards.



George Biggs  
President  
Board of Trustees

# Lighthouse Academies of Arkansas Jacksonville Lighthouse Charter School

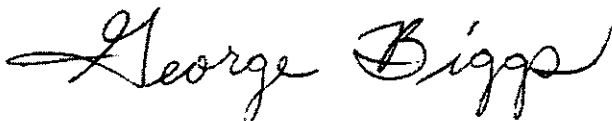
August 28, 2008

Mr. James R. Sharpe  
Superintendent  
Pulaski County Special School District  
925 East Dixon Road  
Little Rock, AR 72206

Dear Mr. James R. Sharpe:

Please find enclosed a copy of the Jacksonville Lighthouse Charter School open enrollment charter school application as submitted to the Arkansas Department of Education on August 29, 2008.

Yours truly,



George Biggs  
President  
Board of Trustees

We prepare our students for college through a rigorous arts-infused program.

[www.lighthouse-academies.org](http://www.lighthouse-academies.org)

# Lighthouse Academies of Arkansas Jacksonville Lighthouse Charter School

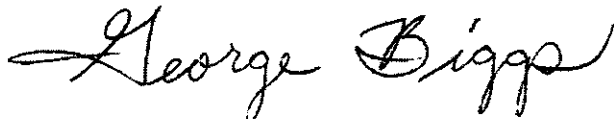
August 28, 2008

Dr. Richard Abernathy  
Superintendent  
Bryant School District  
200 Northwest Fourth St.  
Bryant, AR 72022

Dear Dr. Richard Abernathy:

Please find enclosed a copy of the Jacksonville Lighthouse Charter School open enrollment charter school application as submitted to the Arkansas Department of Education on August 29, 2008.

Yours truly,



George Biggs  
President  
Board of Trustees

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# Lighthouse Academies of Arkansas Jacksonville Lighthouse Charter School

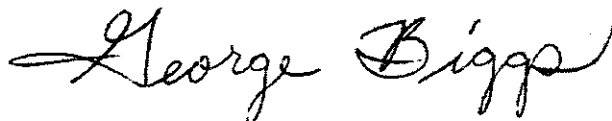
August 28, 2008

Ms. Brenda Haynes  
Superintendent  
Sheridan School District  
400 North Rock  
Sheridan, AR 72150

Dear Ms. Brenda Haynes:

Please find enclosed a copy of the Jacksonville Lighthouse Charter School open enrollment charter school application as submitted to the Arkansas Department of Education on August 29, 2008.

Yours truly,

A handwritten signature in cursive script that reads "George Biggs".

George Biggs  
President  
Board of Trustees

We prepare our students for college through a rigorous arts-infused program.

[www.lighthouse-academies.org](http://www.lighthouse-academies.org)

# Lighthouse Academies of Arkansas Jacksonville Lighthouse Charter School

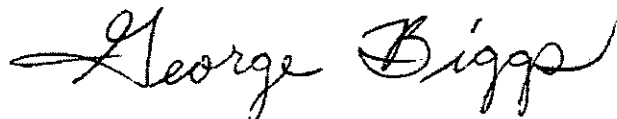
August 28, 2008

Dr. Larry E. Smith  
Superintendent  
White Hall School District  
1020 West Holland Ave.  
White Hall, AR 71602

Dear Dr. Larry E. Smith:

Please find enclosed a copy of the Jacksonville Lighthouse Charter School open enrollment charter school application as submitted to the Arkansas Department of Education on August 29, 2008.

Yours truly,



George Biggs  
President  
Board of Trustees

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# Lighthouse Academies of Arkansas Jacksonville Lighthouse Charter School

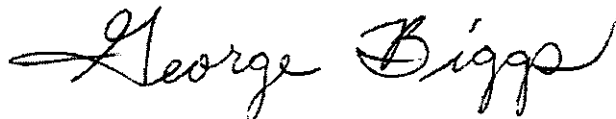
August 28, 2008

Mr. Thomas Gathen  
Superintendent  
Dollarway School District  
4900 Dollarway Road  
Pine Bluff, AR 71602

Dear Mr. Thomas Gathen:

Please find enclosed a copy of the Jacksonville Lighthouse Charter School open enrollment charter school application as submitted to the Arkansas Department of Education on August 29, 2008.

Yours truly,



George Biggs  
President  
Board of Trustees

We prepare our students for college through a rigorous arts-infused program.

[www.lighthouse-academies.org](http://www.lighthouse-academies.org)

# Lighthouse Academies of Arkansas Jacksonville Lighthouse Charter School

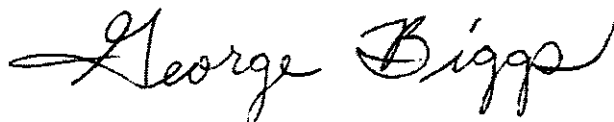
August 28, 2008

Ms. Paula Henderson  
Superintendent  
England School District  
501 Pine Bluff Highway  
England, AR 72046

Dear Ms. Paula Henderson:

Please find enclosed a copy of the Jacksonville Lighthouse Charter School open enrollment charter school application as submitted to the Arkansas Department of Education on August 29, 2008.

Yours truly,



George Biggs  
President  
Board of Trustees

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[www.lighthouse-academies.org](http://www.lighthouse-academies.org)

# Lighthouse Academies of Arkansas Jacksonville Lighthouse Charter School

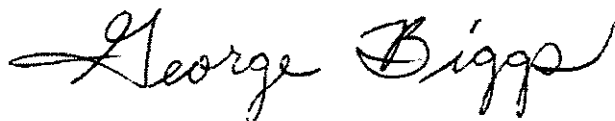
August 28, 2008

Ms. Sharon Havens  
Superintendent  
Lonoke School District  
401 W. Holly St.  
Lonoke, AR 72086

Dear Ms. Sharon Havens:

Please find enclosed a copy of the Jacksonville Lighthouse Charter School open enrollment charter school application as submitted to the Arkansas Department of Education on August 29, 2008.

Yours truly,



George Biggs  
President  
Board of Trustees

# Lighthouse Academies of Arkansas Jacksonville Lighthouse Charter School

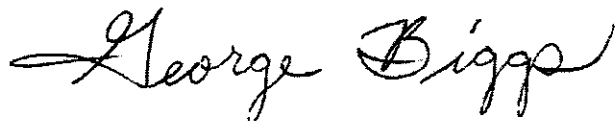
August 28, 2008

Dr. Tony Thurman  
Superintendent  
Cabot School District  
602 North Lincoln  
Cabot, AR 72023

Dear Dr. Tony Thurman:

Please find enclosed a copy of the Jacksonville Lighthouse Charter School open enrollment charter school application as submitted to the Arkansas Department of Education on August 29, 2008.

Yours truly,



George Biggs  
President  
Board of Trustees

We prepare our students for college through a rigorous pre-college program

# Lighthouse Academies of Arkansas Jacksonville Lighthouse Charter School

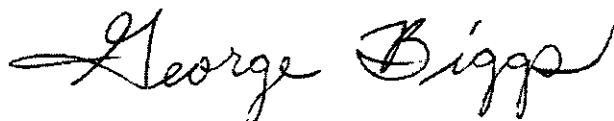
August 28, 2008

Dr. Frank Mitchell  
Superintendent  
Vilonia School District  
PO Box 160, 11 Eagle Street  
Vilonia, AR 72173

Dear Dr. Frank Mitchell:

Please find enclosed a copy of the Jacksonville Lighthouse Charter School open enrollment charter school application as submitted to the Arkansas Department of Education on August 29, 2008.

Yours truly,



George Biggs  
President  
Board of Trustees

We prepare our students for college through a rigorous arts-infused program.

[www.lighthouse-academies.org](http://www.lighthouse-academies.org)

# Lighthouse Academies of Arkansas Jacksonville Lighthouse Charter School

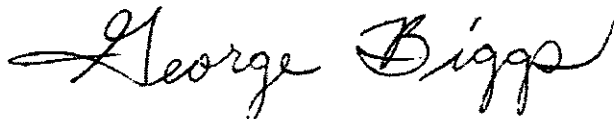
August 28, 2008

Dr. John Gray  
Superintendent  
Mayflower School District  
15 Old Sandy Road  
Mayflower, AR 72106

Dear Dr. John Gray:

Please find enclosed a copy of the Jacksonville Lighthouse Charter School open enrollment charter school application as submitted to the Arkansas Department of Education on August 29, 2008.

Yours truly,



George Biggs  
President  
Board of Trustees

We prepare our students for college through a rigorous arts-infused program.

[www.lighthouse-academies.org](http://www.lighthouse-academies.org)

# Lighthouse Academies of Arkansas Jacksonville Lighthouse Charter School

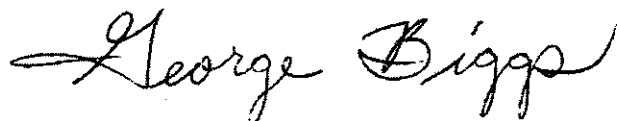
August 28, 2008

Ms. Myra Graham  
Superintendent  
East End School District  
PO Box 360  
Bigelow, AR 72016

Dear Ms. Myra Graham:

Please find enclosed a copy of the Jacksonville Lighthouse Charter School open enrollment charter school application as submitted to the Arkansas Department of Education on August 29, 2008.

Yours truly,

A handwritten signature in cursive script that reads "George Biggs".

George Biggs  
President  
Board of Trustees

We prepare our students for college through a rigorous arts-infused program.

[www.lighthouse-academies.org](http://www.lighthouse-academies.org)

# Lighthouse Academies of Arkansas Jacksonville Lighthouse Charter School

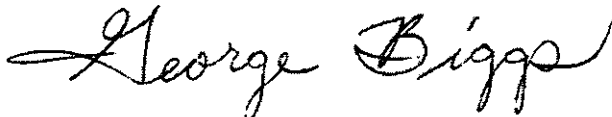
August 28, 2008

Dr. Ron Wilson  
Superintendent  
Perryville School District  
614 South Fourche Ave.  
Perryville, AR 72126

Dear Dr. Ron Wilson:

Please find enclosed a copy of the Jacksonville Lighthouse Charter School open enrollment charter school application as submitted to the Arkansas Department of Education on August 29, 2008.

Yours truly,



George Biggs  
President  
Board of Trustees



# Lighthouse Academies of Arkansas Jacksonville Lighthouse Charter School

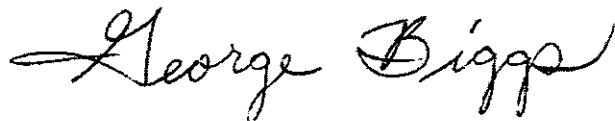
August 28, 2008

Dr Linda Watson  
Superintendent  
Little Rock School District  
810 West Markham St.  
Little Rock, AR 72201

Dear Dr Linda Watson:

Please find enclosed a copy of the Jacksonville Lighthouse Charter School open enrollment charter school application as submitted to the Arkansas Department of Education on August 29, 2008.

Yours truly,



George Biggs  
President  
Board of Trustees

We prepare our students for college through a rigorous arts-infused program.

[www.lighthouse-academies.org](http://www.lighthouse-academies.org)

# Lighthouse Academies of Arkansas Jacksonville Lighthouse Charter School

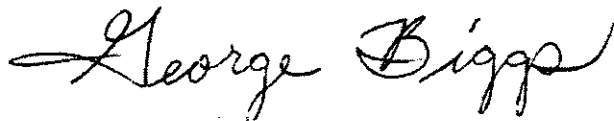
August 28, 2008

Mr. Kenneth A. Kirspel  
Superintendent  
North Little Rock School District  
2700 Poplar Street  
North Little Rock, AR 72114

Dear Mr. Kenneth A. Kirspel:

Please find enclosed a copy of the Jacksonville Lighthouse Charter School open enrollment charter school application as submitted to the Arkansas Department of Education on August 29, 2008.

Yours truly,



George Biggs  
President  
Board of Trustees

We prepare our students for college through a rigorous arts-infused program.

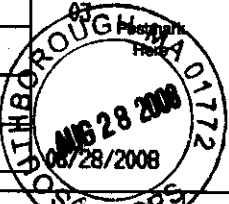
[www.lighthouse-academies.org](http://www.lighthouse-academies.org)

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Restricted Delivery Fee (Endorsement Required)	\$0.00	
<b>Total Postage &amp; Fees</b>	<b>\$ 9.90</b>	

Sent To: Mr. James R. Sharpe, Superintendent  
 Street, Apt. No., or PO Box No.: PCSSD, 905 East Dixon Rd  
 City, State, ZIP+4: Little Rock, AR 72206

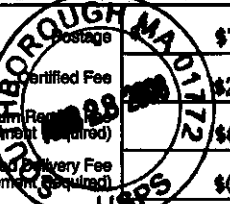
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Sent To: Dr. Richard Abernathy  
 Street, Apt. No., or PO Box No.: 200 Northwest Fourth St  
 City, State, ZIP+4: Bryant, AR 72022


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<b>Total Postage &amp; Fees</b>	<b>\$ 9.90</b>	

Sent To: Ms. Brenda Haynes  
 Street, Apt. No., or PO Box No.: 400 North Rock  
 City, State, ZIP+4: Sheridan, AR 72150

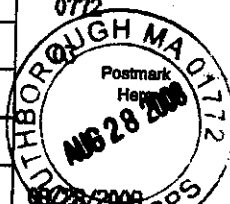
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<b>Total Postage &amp; Fees</b>	<b>\$ 9.90</b>	

Sent To: Dr. Larry E. Smith  
 Street, Apt. No., or PO Box No.: 1020 West Holland Ave  
 City, State, ZIP+4: White Hall, AR 71602


PS Form 3800, Instructions

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Restricted Delivery Fee (Endorsement Required)	\$0.00	
<b>Total Postage &amp; Fees</b>	<b>\$ 9.90</b>	

Sent To: Mr. Thomas Gathen  
 Street, Apt. No., or PO Box No.: 4900 Dollarway Rd  
 City, State, ZIP+4: Pine Bluff, AR 71602


PS Form 3800, Instructions

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Restricted Delivery Fee (Endorsement Required)	\$0.00	
<b>Total Postage &amp; Fees</b>	<b>\$ 9.90</b>	

Sent To: Ms. Paula Henderson  
 Street, Apt. No., or PO Box No.: 501 Pine Bluff Highway  
 City, State, ZIP+4: England, AR 72046

PS Form 3800, Instructions

7339 3312 21EE 42EL

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<b>Total Postage &amp; Fees</b>	<b>\$ 9.90</b>

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 HATHBROUGH MA 01772  
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Sent To: Ms Sharon Havens  
 Street, Apt. No., or PO Box No.: 401 W. Holly St  
 City, State, ZIP+4: Vanhook, AR 72086

PS Form 3800, Jan 2006

7342 3312 21EE 42EL

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<b>Total Postage &amp; Fees</b>	<b>\$ 9.90</b>

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 HATHBROUGH MA 01772  
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 AUG 28 2008  
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Sent To: Dr. Tony Thurman  
 Street, Apt. No., or PO Box No.: 602 North Lincoln  
 City, State, ZIP+4: Cabot, AR 72023

PS Form 3800, Jan 2006

7352 3312 21EE 42EL

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Restricted Delivery Fee (Endorsement Required)	\$ 0.00
<b>Total Postage &amp; Fees</b>	<b>\$ 9.90</b>

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 HATHBROUGH MA 01772  
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 AUG 28 2008  
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Sent To: Dr. Frank Mitchell  
 Street, Apt. No., or PO Box No.: PO Box 160, 11 Eagle St  
 City, State, ZIP+4: Vilonia, AR 72173

PS Form 3800, Jan 2006

7362 3312 21EE 42EL

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<b>Total Postage &amp; Fees</b>	<b>\$ 9.90</b>

0772  
 HATHBROUGH MA 01772  
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 AUG 28 2008  
 USPS

Sent To: Dr. John Gray  
 Street, Apt. No., or PO Box No.: 15 Old Sandy Rd  
 City, State, ZIP+4: Mayflower, AR 72106

PS Form 3800, Jan 2006

7372 3312 21EE 42EL

**U.S. Postal Service**  
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Restricted Delivery Fee (Endorsement Required)	\$ 0.00
<b>Total Postage &amp; Fees</b>	<b>\$ 9.90</b>

0772  
 HATHBROUGH MA 01772  
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 AUG 28 2008  
 USPS

Sent To: Ms Mura Graham  
 Street, Apt. No., or PO Box No.: PO Box 360  
 City, State, ZIP+4: Biola, AR 72016

PS Form 3800, Jan 2006

7382 3312 21EE 42EL

**U.S. Postal Service**  
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Restricted Delivery Fee (Endorsement Required)	\$ 0.00
<b>Total Postage &amp; Fees</b>	<b>\$ 9.90</b>

0772  
 HATHBROUGH MA 01772  
 Postmark Here  
 AUG 28 2008  
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Sent To: Dr. Ron Wilson  
 Street, Apt. No., or PO Box No.: 614 South Fourche Ave  
 City, State, ZIP+4: Perryville, AR 72126

PS Form 3800, Jan 2006

7006 0810 0003 3312 7391

U.S. Postal Service  
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For delivery information visit our website at [www.usps.com](http://www.usps.com)

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Certified Fee	\$2.70	Postmark
Return Receipt Fee (Endorsement Required)	\$0.00	NORTH LITTLE ROCK MA AUG 28 2008 USPS
Restricted Delivery Fee (Endorsement Required)	\$0.00	
<b>Total Postage &amp; Fees</b>	<b>\$ 9.90</b>	08/28/2008

Sent To: Dr. Linda Watson  
 Street, Apt. No., or PO Box No.: 810 West Markham St  
 City, State, ZIP+4: Little Rock, AR 72201

PS Form 3800, January 2006

7006 0810 0003 3312 7407

U.S. Postal Service  
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For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

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Restricted Delivery Fee (Endorsement Required)	\$0.00	
<b>Total Postage &amp; Fees</b>	<b>\$ 9.90</b>	08/28/2008

Sent To: Mr. Kenneth A Kirspe  
 Street, Apt. No., or PO Box No.: 2900 Poplar St  
 City, State, ZIP+4: North Little Rock, AR 72114

PS Form 3800



# ARKANSAS DEPARTMENT OF EDUCATION

Dr. T. Kenneth James  
Commissioner

**State Board  
of Education**

Randy Lawson  
Bentonville  
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Springdale  
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Fayetteville

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Little Rock

Alice Mahony  
El Dorado

Dr. Ben Mays  
Clinton

Diane Tatum  
Pine Bluff

September 26, 2008

Mr. George Biggs  
Jacksonville Lighthouse Charter School  
5 Municipal Drive  
Jacksonville, AR 72076

Dear Applicant:

The Arkansas Department of Education (ADE) has completed the evaluation process of the applications for Open Enrollment Public Charter Schools as per 9.01 of the ADE Rules Governing Charter Schools. Enclosed is a copy of that evaluation for your review.

In accordance with the Charter School rules, you are allowed to submit a written response to this evaluation. Written responses must be in the Charter School Office no later than 4:00 p.m., Friday, October 17, 2008. Responses received after that date will not be processed.

Responses should be sent to the following address:

Dr. Mary Ann D. Brown  
Charter School Office  
Four Capitol Mall, Room 305-B  
Little Rock, AR 72201

Please feel free to contact the Charter School Office to verify receipt of your written response at (501) 683-5313.

Thank you,

A handwritten signature in cursive script that reads "Mary Ann D. Brown, Ed.D.".

Mary Ann D. Brown, Ed.D.  
Charter School Program Director

MAB/ler/ms

Enclosure: Public Charter School Application Evaluation Report

Four Capitol Mall  
Little Rock, AR  
72201-1019  
(501) 682-4475  
ArkansasEd.org

**2008-2009**  
**Public Charter School**  
**Application Evaluation Report**

**Jacksonville Lighthouse Charter School**



**Provided by:**  
**Arkansas Department of Education**  
**Charter School Office**



# ARKANSAS DEPARTMENT OF EDUCATION

## Arkansas Department of Education

### Charter School Application Evaluation Instrument

*The following instrument will be used to evaluate applications submitted to the Arkansas Department of Education ("ADE") for the establishment of new public charter schools. This instrument is only intended to provide clarity, transparency and consistency in the charter school application review process.*

The ADE will use the following instrument only to evaluate the quality of a charter school application against the criteria stated herein. For each of the application requirements, the criteria define the characteristics and elements of a response that meet the standard for charter approval. The following definitions will guide the rating of each information requirement:

**Meets the Standard:**

The response reflects a thorough understanding of key issues and demonstrates capacity to open and operate a quality charter school. It addresses the topic with specific and accurate information that shows thorough preparation and presents a clear, realistic picture of how the school expects to operate.

**Partially Meets the Standard:**

The response addresses most of the criteria, but response lacks meaningful detail and requires important additional information.

**Does Not Meet the Standard:**

The response lacks meaningful detail, demonstrates lack of preparation, or otherwise raises substantial concerns about the applicant's understanding of the issue in concept and/or ability to meet the requirement in practice.



# Arkansas Department of Education

## Open-Enrollment Public Charter School Application Evaluation

### EVALUATION RUBRIC

Name of Proposed School: **Jacksonville Lighthouse Charter School**

Eligible entity status:

- ☐ Public institution of higher education  
☐ Private nonsectarian institution of higher education  
☐ Governmental entity  
☒ Nonsectarian organization exempt from taxes under Section 501(c) (3)

Status of 501(c) (3) Application for Non-Sectarian Organization Exempt from Taxes Approved - Please refer to attachment 9: Evidence of Status as Eligible Entity

Legal Comments	Reference
Pursuant to Ark. Code Ann. § 6-23-303 (6), the sponsor must establish its status as a tax-exempt organization under § 501 (c) (3) of the Internal Revenue Code of 1986 prior to the first day of its operation with students.	

### Part 1: PRE-APPLICATION MATERIALS

The Arkansas Department of Education requires that all applicants submit a Letter of Intent, outlining a general description of the proposed charter school.

#### Evaluation Criteria:

A response that meets the standard will guarantee that:

- A Letter of Intent was filed with ADE on time and included all necessary information.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Strengths	Reference
Concerns and Additional Questions	Reference
The letter of intent lacks description of location. The applicant only cites the city where the school will be located	Letter of Intent

## Part 2: REQUIRED INFORMATION

### ***STANDARDS 1 and 2 OF APPLICATION: PUBLIC HEARING RESULTS***

All proposed school design teams must conduct a public hearing before applying for an open enrollment charter school, to assess support for the school's establishment. Applicants are asked both to document the logistics of the hearing and to include a narrative of the hearing results.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- A thorough description and evidence of public support exhibited at the hearing;
- Documentation of required notices published to garner public attention to the hearing; and
- Documentation of required notices of the public hearing to superintendents and school board members in contiguous school districts.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
There is evidence of strong support, thorough documentation, copies of letters, and sign-in sheets. The public hearing ad was also published in two additional newspapers.	Attachments
Concerns and Additional Questions	Reference
A copy of the document sent to superintendents and boards of contiguous districts informing of the hearing is not provided.	

### ***STANDARD 3 OF APPLICATION: GOVERNING STRUCTURE***

The Governing Structure section should explain how the school will be governed. It should present a clear picture of the school's governance processes and composition, what responsibilities various groups and people will have and how those groups will relate to one another.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- Documentation of proper legal structure of the governing board;
- A clear description of the governing board's roles and responsibilities;
- Adequate policies and procedures for board operation, including board composition and member selection;
- A clear, sensible delineation of roles and responsibilities in relation to governance and school management; and
- A reasonable plan for involving parents, staff, students and community in the decision-making of the school.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Strengths</b>		<b>Reference</b>
Board members are named and biographical sketches are provided. The governance structure is explained.		1-5
<b>Concerns and Additional Questions</b>		<b>Reference</b>

### ***STANDARD 4 OF APPLICATION: MISSION STATEMENT***

The Mission Statement section should indicate what the school intends to do, for whom and to what degree.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- A mission statement that is meaningful, manageable and measurable.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Strengths</b>		<b>Reference</b>
The mission statement is meaningful and manageable.		6
<b>Concerns and Additional Questions</b>		<b>Reference</b>
There is no statement of how the mission will be measured.		

### ***STANDARD 5 OF APPLICATION: EDUCATIONAL NEED***

The Educational Need section should indicate how the school intends to offer a viable educational option for students in Arkansas. Along with the mission statement, this section outlines the basic rationale for the new school.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- A description of educational need that presents a clear option for students;
- A specific rationale for how the charter school will enhance or expand the educational options currently available to the school's target student population.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Strengths	Reference
There is a focus on student college preparation through an arts infused program. Evidence of the school's success in other locations is provided.	7, 11
Concerns and Additional Questions	Reference

### ***STANDARD 6 OF APPLICATION: EDUCATIONAL PROGRAM***

The Educational Program section should describe the educational foundation of the school and the teaching and learning strategies that will be employed.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- A clear description of the proposed educational program, including but not limited to the foundational educational philosophy and curricular and instructional strategies to be employed; and
- A clear organization of the school in terms of both length of school day and year that meets minimum state requirements.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Strengths	Reference
The educational program is tied to frameworks. Both the school day and school year exceed law requirements. Options for student looping will be given.	11, 18
Concerns and Additional Questions	Reference

## ***STANDARD 7 OF APPLICATION: ACADEMIC ACHIEVEMENT GOALS***

The Academic Achievement Goals section should define the performance expectations for students and the school as whole.

### **Evaluation Criteria:**

A response that meets the standard will present:

- Specific goals in:
  - Reading;
  - Reading Comprehension;
  - Mathematics; and
  - Mathematics Reasoning;
- Goals that clear, measurable and data-driven;
- Goals on improving student achievement; and
- Valid and reliable assessment tools for measuring each of the defined goals.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Strengths	Reference
Reasonable goals are listed for student achievement. In addition to required achievement tests, the Charter School has in-house formative assessments, keeping students and parents informed of their progress.	18-20
Concerns and Additional Questions	Reference
The validity and reliability of in-house assessments are not given.	18

## ***STANDARD 8 OF APPLICATION: CURRICULUM DEVELOPMENT AND ALIGNMENT***

The Curriculum Development and Alignment section should define the process by which the design team developed (or chose) the curricular program of the school, and illustrate alignment with Arkansas Curriculum Frameworks.

### **Evaluation Criteria:**

A response that meets the standard of a curricular development and alignment program will present:

- Evidence that the curriculum aligns with, or a sound and rationale plan and timeline for aligning the curriculum with, the Arkansas Department of Education's content standards, benchmarks and performance standards.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
A crosswalk of LHA curriculum and benchmarks is provided.	21
Concerns and Additional Questions	Reference
There are gaps in the LHA Objective Strands versus the Arkansas Mandated Standard Strands. No clear timeline for aligning the curriculum with the Arkansas Curriculum Frameworks is provided.	52

### ***STANDARD 9 OF APPLICATION: GEOGRAPHICAL SERVICE AREA***

The Geographical Service Area section must outline the impact of a new school opening within the current public education system.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- The specific geographical area served by the charter school; and
- Information on the school districts within the geographical area that may be affected (including data on the expected number of students to transfer to the charter school).

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
Concerns and Additional Questions	Reference
Data on expected number of students to transfer from an affected school district to the Charter School is not included.	

### ***STANDARD 10 OF APPLICATION: ANNUAL PROGRESS REPORTS***

The Annual Progress Reports section should define how the academic progress of individual students and the school as a whole will be measured, analyzed and reported.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- A clear and conceptually sound plan for documenting and reporting student performance data;
- A timeline for data compilation and completion of an annual report to parents, the community and the State Board of Education that outlines the school's progress; and
- A plan for dissemination of the annual report to appropriate stakeholders.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
The application includes documentation of scheduled student performance assessments.	43
Concerns and Additional Questions	Reference
The application lacks a timeline for data compilation and the completion of an annual report.	

## ***STANDARD 11 OF APPLICATION: ENROLLMENT CRITERIA AND PROCEDURES***

The Enrollment Criteria and Procedures section should describe how the school will attract and enroll its student body, including any criteria for admission and enrollment. Applicants must also provide assurances for a random lottery selection process.

### **Evaluation Criteria:**

A response that meets the standard will present:

- A student recruitment plan that will provide equal opportunity for all parents and students to learn about and apply to the school;
- An enrollment and admissions process that is open, fair and in accordance with applicable law; and
- A process for, and a guarantee of, a random, anonymous lottery process should there be more student applications than can be accommodated under the terms of the charter.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
The enrollment criteria and selection processes are clearly described. Siblings will have preference. A non-discrimination policy is listed.	22
Concerns and Additional Questions	Reference
Application lacks a student recruitment plan.	

## ***STANDARD 12 OF APPLICATION: STAFFING PLAN***

The Staffing Plan section should describe the job duties of the school director and other key personnel. This section should also describe the professional standards that all employees will be held to.

### **Evaluation Criteria:**

A response that meets the standard will present:

- A job description for the school director and other key personnel, including but not limited to an operations director, board members, teachers, etc.;
- An outline of the professional qualifications required for administrators, teachers, counselors, etc; and
- A staffing plan that clearly outlines both the types and numbers of positions to be filled at the school and salary scales for such positions.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
The application provided job descriptions and salary scales of key personnel.	22-27
Concerns and Additional Questions	Reference
Salary scale increments for experience and education are not clear.	

### ***STANDARD 13 OF APPLICATION: BUSINESS AND BUDGETING PLAN***

The Business & Budgeting Plan section should describe how the charter school will organize its business office and manage its fiscal responsibilities.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- An appropriate plan for how the school will manage procurement activities;
- A description of the personnel required to carry out business duties, including the requisite qualifications of any proposed personnel;
- A realistic timeline and process by which the governance structure will review and adopt an annual budget; and
- A balanced budget that accurately reflects the revenue currently available to the school and expenditures for program implementation.

<b>Does Not Meet the Standard</b>	<b>Partially Meets the Standard</b>	<b>Meets the Standard</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<b>Strengths</b>	<b>Reference</b>
The school will hire a full-time Office Manager and a full-time Business Manager. The board will review the school's budget monthly. The application presents a balanced budget reflecting projected revenue and expenditures.	27, Attachment 7
<b>Concerns and Additional Questions</b>	<b>Reference</b>
The application references a "detailed procedure manual that covers all of the school's business functions including procurement..." but no documentation is included. The application references salaries with regard to minimum and maximum salaries but an actual salary schedule is not included. The budget attachment indicates that the proposed budget is for the school year 2008-2009 when it is actually for the school year 2009-10. Several categories in the budget designated "other" did not provide a required description for budgeted funds. The budget for instructional positions (35 and 2) does not match the number of instructional positions listed in Standard 12 Staffing Plan (14 General Ed teachers, 2 Art teachers, 2 Special Education teachers, 1 Title teacher). Under the Fiscal Services area of the proposed budget, \$92,800 is budgeted for Purchased Services. No explanation is provided. In addition \$40,000 is budgeted for "other" without any description.	27, Attachments 7-8, Attachment 7 budget lines 20 and 36



## ***STANDARD 14 OF APPLICATION: FINANCIAL AND PROGRAMMATIC AUDIT PLAN***

The Financial and Programmatic Audit Plan section should provide the procedure and timeline by which an annual audit should be conducted. This section should also include an outline for the information that will need to be reported to ADE and the community.

### **Evaluation Criteria:**

A response that meets the standard will present:

- A sound plan for annually auditing school's financial and programmatic operations.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Strengths	Reference
Annual audit will be conducted by the Division of Legislative Audit in compliance with Arkansas Code.	27
Concerns and Additional Questions	Reference

## ***STANDARD 15 OF APPLICATION: ARKANSAS PUBLIC SCHOOL COMPUTER NETWORK ASSURANCES***

The Arkansas Public School Computer Network (APSCN) Assurances section should provide documentation of the applicant's understanding of and participation in the required state educational data reporting system.

### **Evaluation Criteria:**

A response that meets the standard will present:

- Assurance that the charter school will comply with all state statutory requirements regarding the APSCN educational data reporting system.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Strengths	Reference
The application assures that the school will participate in the Arkansas Public School Computer Network (APSCN) as required. The application indicates that the school will hire a full-time business manager to work with APSCN.	28
Concerns and Additional Questions	Reference

## ***STANDARD 16 OF APPLICATION: FACILITIES***

The Facilities section should provide an understanding of the school's anticipated facilities needs and how the school plans to meet those needs.

### **Evaluation Criteria:**

A response that meets the standard will present:

- An informed understanding of the facility needs of the school over the term of its charter.
- A realistic plan for securing a facility that is appropriate and adequate for the school's program and targeted population.
- Evidence that the school understands the costs of securing and improving a facility and has access to the necessary resources to fund the facility plan.
- A sound plan for continued operation, maintenance and repair of the facility.

For schools that will be using district-owned facilities, a response that meets the standard will present:

- Documentation that the school district and school are in agreement over the use of the facility and its equipment.

For schools that will NOT be using district-owned facilities, a response that meets the standard will present:

- Documentation that the property owner and school are in agreement over the use of the facility and its equipment;
- A statement of the facilities' compliance with applicable codes; and
- A detailed outline of any relationships between the property owner and:
  - members of the local board of the public school district where the charter school will be located;
  - the employees of the public school district where the charter school will be located;
  - the sponsor of the charter school; and
  - employees, directors and/or administrators of the charter school.

<b>Does Not Meet the Standard</b>	<b>Partially Meets the Standard</b>	<b>Meets the Standard</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<b>Strengths</b>	<b>Reference</b>
The application cites that the building will be in compliance with all state and federal regulations. There is no relationship between the property owners and members of the school.	28
<b>Concerns and Additional Questions</b>	<b>Reference</b>
Please see Charter School Site Visit Report provided by the Facilities Department.	
<b>Legal Comments</b>	<b>Reference</b>
The proposed Lease Agreement for the charter school facility fails to contain the language required by Ark. Code Ann. § 6-23-503 (b)(1), concerning the inability of any debt incurred or created by the charter school to become an indebtedness of the state nor be secured by the state.	66-105
Any facilities used by the Applicant will have to be inspected by the Division of Public School Academic Facilities and Transportation	

<p>prior to any State Board of Education action on the application. All facilities must meet the requirements of the Americans with Disabilities Act and the Individuals with Disabilities Education Act. The site must also be selected and reviewed before State Board action to ensure both adequacy for the proposed facilities as well as compliance with health, safety, building and zoning laws.</p> <p>A final review of all Lease Agreements for Charter School facilities will be performed by the ADE before Board action on the Application is taken</p>	
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## ***CHARTER SCHOOL SITE VISIT REPORT***

**Date:** 9/23/08

1. **Charter School:** Jacksonville Lighthouse Charter School
2. **Location:** The proposed facility will be at the intersection of North 1<sup>st</sup>. St and Center St, in Jacksonville, AR
3. **General Observations:** This is currently a vacant lot. The property is in the jurisdictional city limits of the City of Jacksonville and will be permitted and inspected by that jurisdiction. The site is on two well traveled streets. The lot size is 5.7 acres + or -. The site is well drained. There is a railroad track adjacent to the property, but the school site is to be fenced. No known nuisance areas were observed.
4. **Academic Suitability:** Unknown at this time.
5. **ADA Accessibility:** State Building Code requirements will apply.
6. **Life Safety Codes:** State Building Code requirements will apply.
7. **Conclusion:** The facility may not meet the full range of the most current standards as stated in the Arkansas Facility Manual. But, given waivers for non-compliance with the most current facility standards, the facility does appear to meet the most critical facility needs.
8. **Recommendation:** That the facility be brought up to the full standard or waivers be issued/or extended by the state board.
9. **Asbestos:** There is no information available as to the status of asbestos at the site. It does not appear to have ever been used as a dump.

## ***STANDARD 17 OF APPLICATION: STUDENT SERVICES***

The Student Services section should describe how the school will address services for its student body.

### **Evaluation Criteria:**

A response that meets the standard will present:

- A guidance program that will serve all students;
- A health services program that will serve all students;
- A plan for a media center for use by all students;
- A transportation plan that will serve all eligible students;
- Sound plans for educating special education students that reflect the full range of programs and services required to provide such students with a high quality education;
- An alternative education plan for eligible students, including those determined to be at-risk, or those that are bilingual or have limited English proficiency; and
- Plans for a gifted and talented program for eligible students.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Strengths	Reference
The application cites the need for a registered nurse. Student services are adequately described.	30, 28-31
Concerns and Additional Questions	Reference

## ***STANDARD 18 OF APPLICATION: STUDENT SERVICES***

This section should describe how the school will address food services for its student body.

### **Evaluation Criteria:**

A response that meets the standard will present:

- A food service plan that will serve all eligible students.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Strengths	Reference
The applicant understands the relationship between the various support groups of the Child Nutrition programs. Sufficient funds are budgeted to support the proposed number of students for Lunch only.	32
Concerns and Additional Questions	Reference
Pending clarification of group exempt status of 501 (c) (3), IRS approval necessary for USDA Funding. The application is not specific on programs to be offered by the charter school (Breakfast, Lunch, Afterschool Snack).	

### ***STANDARD 19 OF APPLICATION: PARENTAL INVOLVEMENT***

The Parental Involvement section should describe how parents or guardians of enrolled students will make a positive impact on the school and its educational program.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- A plan for involving parents and guardians in the school's education programs.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Strengths	Reference
The school will utilize several tools to include parental involvement such as Family, Student and School Compact, home visits, weekly communication, monthly family meetings and quarterly conferences.	32
Concerns and Additional Questions	Reference

### ***STANDARD 20 OF APPLICATION: WAIVERS***

The Waivers section should provide describe any waiver from local or state law for which the charter is seeking.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- A persuasive explanation of any waiver requests; and
- A compelling description of how the school will address any waivers.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Strengths	Reference
Compelling reasons/descriptions of waiver requests are provided.	33-37
Concerns and Additional Questions	Reference
Legal Comments	Reference
Ark. Code Ann. §§ 6-15-1004, 6-17-401 and 6-17-902 and Section 15.03 of the Department's Rules Governing Standards for Accreditation for Public School Districts: <ul style="list-style-type: none"><li>• The State Board may (but is not required) to waive the teacher certification requirement. However, the Board may not waive the requirements that charter school teachers have a bachelor's degree and meet content knowledge</li></ul>	

requirements if they teach core subjects.

- No waiver shall be granted to any Arkansas Statutes nor Department Rules governing requirements for highly qualified teachers.
- The ADE Rule Governing the Arkansas Comprehensive Testing, Assessment and Accountability Program, Sections 5.02.4 and 5.03.2, requires that standardized assessments be administered according to procedures established by the ADE. The ADE's procedures require that certified teachers administer the standardized assessments. Violations of such procedures are subject to sanctions by the State Board pursuant to Ark. Code Ann. § 6-15-438.
- All teachers and school personnel must submit to the criminal background checks.

ADE Rule Governing Minimum Schoolhouse Construction:

- This Rule no longer exists; construction standards are now handled by the Division of Public School Academic Facilities and Transportation.

Ark. Code Ann. § 6-17-919 ("Warrants void without valid certificate and contract"):

- Under Ark. Code Ann. § 6-17-919, the only requirement which would be waived is the ability to pay a teacher's salary only upon the filing of a teacher's certificate with the county clerk's office, if the requirement of a teacher's certificate is waived for such teacher.

Ark. Code Ann. § 6-17-920 ("Examination of teacher's contracts"):

- This Section is not capable of being waived by the Board, as the duties imposed by this Code Section are upon the county clerk, and no upon Jacksonville Lighthouse Charter School.

## ***STANDARD 21 OF APPLICATION: DESEGREGATION ASSURANCES***

The Desegregation Assurances section should describe the applicant's understanding of applicable statutory and regulatory obligations to create and maintain a unitary system of desegregated public schools.

### **Evaluation Criteria:**

A response that meets the standard will present:

- Assurance that the charter school will comply with all applicable federal and state statutory and regulatory requirements regarding the creation and maintenance of desegregated public schools; and
- An outline of the potential impact of the proposed charter school on those desegregation efforts already in place in affected public school districts.

<b>Does Not Meet the Standard</b>	<b>Partially Meets the Standard</b>	<b>Meets the Standard</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<b>Strengths</b>	<b>Reference</b>
The applicant includes an assurance statement regarding desegregation.	
<b>Concerns and Additional Questions</b>	<b>Reference</b>

### ***ADDITIONAL COMMENTS:***

# Lighthouse Academies of Arkansas Jacksonville Lighthouse Charter School

October 16, 2008


Dr. Mary Ann D. Brown  
Program Director, Charter School Office  
Arkansas Department of Education  
4 State Capitol Mall  
Room 305-B  
Little Rock, AR 72201

Dear Dr. Brown:

Please find enclosed the Jacksonville Lighthouse Charter School's response to the questions and comments included in your letter to me dated September 26, 2008.

Please let me know if you require any additional information.

Best regards.



George Biggs  
President  
Board of Trustees

RECEIVED  
OCT 17 2008  
CHARTER SCHOOL OFFICE

We prepare our students for college through a rigorous arts-infused program.

[www.lighthouse-academies.org](http://www.lighthouse-academies.org)



# Lighthouse Academies of Arkansas Jacksonville Lighthouse Charter School

Response to Arkansas Department of Education Letter of September 26, 2008  
Submitted October 17, 2008

### **Pre-Application Standards Materials**

**Questions-Comments from Arkansas Department of Education (ADE) letter dated September 26, 2008:** The letter of intent lacks a description.

**Response:** The letter of intent states that the school will be located in Jacksonville, Arkansas. The application provides a clear description of the site.

### **Standards 1 and 2: Public Hearing Results**

**Questions-Comments:** A copy of the document sent to superintendents and boards of contiguous districts informing them of the hearing is not provided.

**Response:** Letters were sent to all local superintendents in contiguous districts. Jacksonville Lighthouse Charter School (JLCS) is committed to contributing to the general improvement of public education in Arkansas. A sample was included in the original application. All of the letters are included in this response.

#### **Standard 4: Mission Statement**

**Questions-Comments from ADE letter dated September 26, 2008:** The mission statement is not measurable.

**Response:** The mission statement is measurable. JLCS's mission is to prepare students for college through a rigorous arts-infused program. We measure our progress toward achieving our mission using the following performance goals and measurements, which may be found on pages 20-21 of the application:

**Performance Goal 1:** All students will be prepared to achieve success in college

**Measurements:**

- A) High School Graduation:** More than 80% of students enrolled in JLCS in 9<sup>th</sup> grade will graduate within five full years.
- B) College Acceptance:** 100% of 12<sup>th</sup> grade students will apply to a four-year college. 90% or more of JCLS 12<sup>th</sup> graders will be accepted to at least one college by graduation.
- C) College Success:** Fewer than 15% of JCLS graduates attending college will be enrolled in remedial courses in English or math in the first semester of their freshman year.

Our arts-infused curriculum is a means to achieve our mission. We track and measure progress through our external evaluator and site visit assessments of the learning environment and quality of instruction. In addition, we have included an arts-based performance goal.

**Performance Goal 2:** All students will contribute to at least one public art demonstration or performance each year.

**Measurement:** Teachers will record participants. Data will be disaggregated and reported.

Interim goals that can be used to measure progress toward the mission are listed on pages 19-20 of the application. Three goals found on these pages which are indicators of progress toward achieving the mission are listed below:

- At the end of its third year, the school will meet its AYP targets in mathematics and literacy.
- 75% or more of the students who have spent three full years at the school will demonstrate proficiency on the Augmented Benchmark Exam in literacy.
- 75% or more of the students who have spent three full years at the school will demonstrate proficiency on the Augmented Benchmark Exam in mathematics.

## **Standard 7: Academic Achievement Goals**

**Questions-Comments from ADE letter dated September 26, 2008:** The validity and reliability of in-house assessments is not given.

**Response:** The reference on page 18 of the application is to teacher-created assessments that are included in lesson plans. A sample arts-infused lesson plan with a teacher-created assessment follows:

**Lesson Title: Twinkle, Twinkle Firefly**

**Grade Level: 1**

**Learning Objective(s):**

- Students will listen and respond to “Twinkle, Twinkle Firefly”
- Students will read the selection along with the teacher
- Students will build vocabulary from rhyming word play using words from “Twinkle Twinkle Firefly”.
- Students will use basic conversation strategies
- Students will discuss specific details about Visualizing

**Sample Standards**

**Standard ELA 1: Language for Information and understanding**

Students will read, write, listen, and speak for information and understanding.

**Standard ELA 2: Language for literary response and expression**

Students will read, write, listen, and speak for literary response and expression

**Standard ELA 4: Language for Social Interaction**

Students will read, write, listen, and speak for social interaction.

**Curriculum, lesson number, page number:** Open Court Reading Unit 1, Reading response Unit 1-Lesson10 (Page T204)

**Materials/Resources:** Black construction paper, Oil pastels, 5 construction paper stars for each child, Glue sticks, and Pencils.

**Procedure for Teaching:** We are going to read a poem today. Our poem is about a special kind of bug that lights up in the dark. Can anyone tell me what that special bug is called? Our poem takes place at night in the country. Has anyone ever been to the country? What are some things that you see?

Each child gets a sheet of black paper and craypas. Close your eyes while I read the poem and visualize the things that you hear. When I tell you to open your eyes, you will draw a picture of what you saw in your mind. Strategy: visualizing

Close eyes and visualize what a dark country night looks like. Imagine fireflies. How do fireflies help themselves find their way in the dark?

- Read poem
- Questions? Clarify vocabulary.
- Read poem again.
- Students draw.
- Bring your drawings to the rug.
- Hold your picture like the proudest picture frame. What are the different things that you see?

Show big book.

- Table of contents, author, illustrator
- The illustrator, Lyn Martin said “creating pictures of places and things that only exist in my imagination can be hard sometimes, but it’s also a lot of fun.” Thumbs up if you agree with the illustrator. Today you were all illustrators. What do you see in our pictures? Are they like the illustrator’s picture?
- Vocabulary: twinkle
- Read poem
- Vocabulary- rhyming stars
- Skill words: by eye firefly spy
- As a class, we discover words that rhyme in the poem and brainstorm new words.
- Each child receives 5 stars/fireflies to write their new vocabulary on.
- Students will write their new words and glue it onto their pictures.

**Accommodation:** For the visualizing objective, it is helpful to model the visualizing thought process by visualizing out loud. Ask students, what were some things that were mentioned in the poem? A stream, a traveler, etc. Showing students a picture that you made, or the illustration in the book, before they create their own, may hinder their individual visualizing processes. This lesson helps students understand what an illustrator does, as well as the value of their own unique visions. It may benefit students who need extra support to play the rhyming game in a small group, with the teacher or a small group instructor.

**Student Product:** Each student will create a firefly drawing with five new vocabulary words.

**Assessment:**

Do the students’ drawings include the details mentioned in the poem? Were students able to write the vocabulary words? Informal assessment can take place during the class brainstorming period.

Do students understand the concept of rhyme? How well do they identify and produce rhyming words?

**Extensions:** Students can make poems from the rhyming words. Each line of the poem will end with one of the stars.

## **Standard 8: Curriculum Development and Alignment**

**Questions-Comments from ADE letter dated September 26, 2008:** There are gaps in the LHA Objective Strands versus the Arkansas Mandated Standard Strands. No clear timeline for aligning the curriculum with the Arkansas Curriculum Frameworks is provided.

**Response:** The LHA Education model is anchored in grade level mastery objectives and standards which define what the students should know and be able to do at each particular grade level. High quality, research-based curricular programs, including Open Court Reading®, Saxon Math®, FOSS®, and Pearson Core Knowledge®, provide the foundation for school-wide instruction and will enable students to meet LHA learning and Arkansas State standards. The timeline to align LHA and Arkansas standards is as follows:

November 2008	LHA will complete a review of Arkansas standards vs. LHA standards and identify any content gaps by grade level.
December 2008	LHA will add any needed content and reorder sequence and scope as needed.
January 2009	LHA will complete content alignment.
February 2009	LHA will complete assessment alignment.
March 2009	Professional Development with school leadership team: <ul style="list-style-type: none"><li>• AR standards and LHA curriculum</li><li>• AR assessments and LHA assessment</li><li>• Preparing for summer professional development</li></ul>
Summer 2009	Professional Development Institute <ul style="list-style-type: none"><li>• Instructional planning based on gap analysis</li><li>• Teaching teams unpack and align standards to core programming</li></ul>
Ongoing throughout the academic year	Professional Development <ul style="list-style-type: none"><li>• Team and grade level meetings will focus on continued alignment and unit/lesson planning based on standards</li></ul>

## **Standard 9: Geographical Service Area**

**Questions-Comments from ADE letter dated September 26, 2008:** Data on expected number of students from an affected school district is not included.

**Response:** JLCS may draw students from the Pulaski County Special School District and several contiguous school districts including Cabot, North Little Rock and Lonoke. There are over 37,000 students enrolled in these districts. There are over 10,000 elementary students in the Cabot, North Little Rock and Lonoke and Jacksonville. JLCS will open with 344 students in grades K-6, and so any enrollment from these communities will represent a very small percentage of their total number of elementary students. However, as an open enrollment charter school we cannot predict the home districts of any of the students at this time.

## **Standard 10: Annual Progress Reports**

**Questions-Comments from ADE letter dated September 26, 2008:** The application lack a timeline for the compilation and completion of an annual report.

**Response:** JLCS will collect data all year. The report will be written at the end of the first school year. Specific dates for benchmarks in this process are below.

- NWEA Measures of Academic Progress (MAP) interim assessment data is compiled and analyzed in October, February, and July.
- Survey results from staff and families are compiled each June.
- State assessment results are reviewed within two weeks of receipt.
- The JLCS evaluation report written by an external evaluator is completed by July and contains feedback on several standards including, arts-infusion practices, school culture, school leadership, instruction, assessment, operations and management.

All of this data will be reviewed and compiled into an annual report then shared with the JLCS Board, principal, parents, and interested community members by October of the following school year. The report for the 2009-2010 school will be available in October 2010 and at the same time every year thereafter.

## **Standard 11: Enrollment Criteria and Procedures**

**Questions-Comments from ADE letter dated September 26, 2008:** Application lacks a student recruitment plan.

**Response:** The student recruitment plan consists of the components listed below in an effort to reach parents in the communities that the school may serve.

### **1. OPEN HOUSES**

Open Houses are one of the best ways to inform families and solicit applications. We plan to hold open houses in central locations in the area to be served. We will advertise these open houses in local newspapers and through flyers and applications that we hand out and post in the communities.

### **2. COMMUNITY ORGANIZATIONS**

We will contact local education programs, day care centers, after school programs, the community center, health care centers, Sunday schools, shelters, parent organizations, cultural organizations, city/state agencies, dance/gymnastics studios, art organizations, youth groups or teams, etc. We will solicit their help in posting flyers in their buildings, making flyers available in reception areas, distributing to families that are coming to pick up/drop off children, allowing us to set up a table at specific events, mailing to their mailing lists, placing our school information on their website, and hosting open houses. We will maintain contact with these groups throughout the recruitment process as well as after the school is opened. We will meet with religious groups to introduce the school and solicit support of the leadership.

### **3. COMMUNITY EVENTS AND MEETINGS**

We will participate in selected community events, e.g. parades, festivals, little league games, park cleaning events, etc. Where possible, we will set up an information table with flyers for families to take home and applications for families to fill out. We will attend meetings of community organizations to make announcements about the school and hand out information.

### **4. PARENTS**

We will build our team by enlisting supportive parents to help with our recruitment efforts. We will get their support in passing out flyers and making more community contacts.

### **5. ADVERTISING**

We will post flyers where permitted, including restaurants, supermarkets and smaller markets, beauty salons and barber shops, clothing stores, check cashing establishments, travel agencies, and other small store fronts. We will contact local newspapers (Arkansas Democrat Gazette, The Leader and The Patriot), radio stations, local TV and cable stations, to advertise and to try to get free public relations through feature stories, getting reporters at our open houses, etc. We will develop and maintain a list of these media contacts and we will inform about our key dates and events.



## **Standard 12: Staffing Plan**

**Questions-Comments from ADE letter dated September 26, 2008:** Salary scale increments for experience are not clear.

**Response:** We requested a waiver from the “minimum teacher compensation schedule.” The Lighthouse Compensation Policy, which was included in the application as Attachment 8, specifies the minimum and maximum salary for hiring teachers and paraprofessionals. Annual compensation adjustments are based on any adjustment for an increase in the cost of living that the Board approves, and merit based on school-wide and classroom academic results. In addition, teachers may receive a bonus of up to \$1,000 a year for exemplary teaching.

The proposed starting salary for the principal, office manager, and business manager are set in the budget. These staff members will be evaluated annually and increases in compensation will be based on the academic performance of the school; the school’s rating by the external evaluator and any adjustments the Board chooses to make for an increase in the cost of living.

Increases are not given simply for earning an advanced degree or for accumulating years of experience as research shows that these factors alone do not increase student achievement.

## **Standard 13: Business and Budgeting Plan**

**Questions-Comments from ADE letter dated September 26, 2008:** The reviewers inquired about the school's procedure manual, salary schedule, and some budget details.

**Response:**

- The question on the salary schedule is answered under Standard 12.
- The Lighthouse Academies School Procedure Manual Table of Contents is listed below. An example on procurement is included below. These procedures are accessed through the LHA web site (Prism).

### **Lighthouse School Procedure Manual Table of Contents**

#### Accounting Procedures

Section 1 .....	Requisitions & purchase orders
Section 2.....	Procurement of goods and contracted services
Section 3.....	Receiving and returning goods
Section 4.....	Invoice processing payment
Section 5.....	Employee reimbursements
Section 6.....	Check request form
Section 7.....	Cash collections
Section 8.....	Deposits
Section 9.....	Food program-determine eligibility
Section 10.....	Food program-operations
Section 11.....	Grants and grant reporting
Section 12.....	Grant reimbursements
Section 13.....	Inventory and depreciable fixed assets
Section 13a.....	Inventory Major Up fit
Section 13b.....	Inventory End of Year Validation
Section 13c.....	Textbooks inventory and distribution
Section 13d.....	Textbook refill orders
Section 14a.....	Banking board accounts
Section 14b.....	Banking operations account
Section 14c.....	Banking payroll account
Section 14d.....	Banking imprest account
Section 14e.....	Banking student activity account
Section 15.....	Monthly closing
Section 16.....	Preparation of monthly cash flow report
Section 17.....	Budget process
Section 18.....	Year end school audit
Section 19.....	Student Activities (2)

#### General Office Procedures

Section 1.....	Customer service
Section 2.....	Office mail
Section 3.....	Ordering school office supplies
Section 4.....	Server file backup
Section 5.....	Key storage

- Section 6.....Paper file management
- Section 7.....Electronic file management
- Section 8.....School travel
- Section 9.....Conference calls
- Section 10.....Procedure revisions

#### Human Resources Procedures

- Section 1.....Staff recruitment
- Section 2.....Offer letters
- Section 3.....New hire documentation
- Section 4.....Form I9
- Section 5.....Teacher permits
- Section 6.....Background checks
- Section 7.....Unfavorable background checks
- Section 8.....Benefits enrollment
- Section 9.....LOA and insurance premium
- Section 10.....Information changes
- Section 11.....Employee reviews
- Section 12.....Employment posters
- Section 13.....Payroll and timesheets
- Section 14.....Employee due process
- Section 15.....Employee termination
- Section 16.....Equipment off site
- Section 17.....Compliance with FERPA
- Section 18.....Compliance with FOIA
- Section 19.....Request for reasonable accommodations
- Section 20.....Substitute procedure

#### Student Procedures

- Section 1.....Student enrollment
- Section 2.....Student attendance
- Section 5.....Student injury and misconduct
- Section 6.....Student withdrawal

### **SAMPLE PROCEDURE: PROCUREMENT of GOODS and CONTRACTED SERVICES**

I.	<b>Purchase Orders, Procurement, Contracted Services</b>
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**Purpose:** Procedures used in obtaining best price and quality of goods to be purchased. Depending on the cost, obtaining quotes or a formal bid process may be implemented with the assistance of the LHA Director of Purchasing. A procedure for preparing and approving contracts for services is described.

**Functional Lead**

- ❖ Business Manager
- ❖ Principal

**Notes**

- ❖ Purchasing of additional copies of an existing textbook does require quotes/bids. Purchasing a new textbook series must follow the procurement process below.

- ❖ If contract services are being procured for ACBM treatment and/or work in which the contractor will be working around ACBM, the Business Manager will refer to the AHERA management plan for documentation that must be acquired and/or processed.

**II. Related Policies and Procedures:**

- ❖ Purchase Requisitions and Orders

**III. Technical Assistance:**

- ❖ Director of Purchasing

**IV. Administering Policy:**

#	Responsibility	Procedure
		Procurement:
1.	Business Manager	When the value of the purchase is estimated to \$100 to \$5,000: <ul style="list-style-type: none"> <li>• The quantity sought must be determined.</li> <li>• The quality sought must be described.</li> <li>• More than one quotation should be obtained when possible to ensure best price.</li> <li>• A firm price must be obtained.</li> <li>• Obtain estimate of shipping prices.</li> <li>• The requisition process must be followed once the vendor is selected.</li> </ul>
2.	Business Manager	When the value of the purchase is estimated to be \$5,001 - \$10,000, contact the LHA Director of Purchasing.
3.	Director of Purchasing	<ul style="list-style-type: none"> <li>• Develop a written statement of quantity, quality, delivery, terms of payment, and insurance requirements, if applicable.</li> <li>• Send the description to <u>three (3) vendors</u>.</li> <li>• Request a firm price in writing agreeing to provide supply/services at the price and terms specified. The price may be lump sum, hourly, or daily. The vendor must specify in writing any additional costs/expenses.</li> <li>• Obtain three (3) written quotations and send to the school for review. The School will select the lowest or best price and attach quotes to requisitions.</li> </ul>
4.	Business Manager	After selecting vendor follow purchase order procedures in "Requisitions and Purchase Orders".
	Business Manager	Once the agreement is received by the Senior Accountant, invoices for services shall be processed as an account payable.
5.	Principal	Invoices will be signed by the Principal and submitted to Lighthouse Academies in the same manner as a packing slip (See Receiving Goods procedure.) The Consulting Agreement should be used where applicable. The scope of work from the consulting agreement can be used as the receiving ticket. When issuing a Consulting Agreement make sure W-9 tax form accompanies the consulting agreement.

**Questions-Comments from ADE letter dated September 26, 2008:** Several categories in the budget designated “other” did not provide a required description for budgeted funds.

**Responses:** Administration – Other – line 25 - \$20,400. This amount includes travel for administration \$2,400; copier \$10,000 and postage for \$8,000.

Regular Classroom Other – line 33 \$30,000. This amount includes community arts partners \$10,000 and Community Center use/ field trips for \$20,000.

Maintenance and Operation – Other – Line 98 - \$40,000. This is the contingency reserve of \$40,000

**Questions-Comments from ADE letter dated September 26, 2008:** The budget for instructional positions (35 and 2) does not match the number of instructional positions listed in Standard 12 of 14 General Ed Teachers, 2 Art Teachers, 2 Special Ed Teachers and 1 Title I teacher.

**Responses:** The budget count of 35 included the formula calculation of 14 substitutes available for the teachers throughout the year. Upon review, we noted that the budget for substitutes in total was \$15,000, but does not add 14 full-time equivalents. Therefore, the budget should reflect 21 on line 28. In addition, the budget had discretionary Title I funds for two (2) more positions and one (1) teacher assistant.

**Questions-Comments from ADE letter dated September 26, 2008:** Under the fiscal services area of the proposed budget, \$92,800 is budgeted for purchased services but no explanation is given. In addition, \$40,000 is listed for other.

**Responses:** Only \$10,000 is reported as **purchased services** and that is for the financial audit (line 86). Under **Maintenance and Operation** (line 98) \$92,800 is listed and that includes facility management \$15,000, cleaning contract \$50,000; landscape \$5,000; waste removal \$4,800; repairs \$8,000; telephone and internet \$10,000. The \$40,000 for “Other” is Contingency Reserve Expense referenced above.

## **Standard 16: Facilities**

**Questions-Comments from ADE letter dated September 26, 2008:** Reviewers noted that; “The proposed lease for the charter school facility fails to contain language required by Ark. Code § 6-23-503 (b) (1) concerning the inability of any debt incurred or created by the charter school to become an indebtedness of the state nor be secured by the state.” The reviewers made reference to the Arkansas Facility Manual.

### **Responses:**

- Section 1. B. of the lease states that the lease is “... subject to all applicable governmental laws, codes and regulations.” This language by reference includes Ark. Code § 6-23-503 (b) (1). That said, a signed lease amendment is appears on the next page for additional clarity.
- The Board of Trustees has entered into a lease for a 29,000 square foot building on 5.6 +/- acres of land in Jacksonville. This space will accommodate up to 394 students. The facility will include general classrooms, rooms for pull out services, a multi- purpose room, a food preparation area and offices. The facility will not include all of the specialty rooms and square footage allocations contemplated in the Arkansas Facility Manual for elementary and middle schools.
- The facility will meet applicable health and safety codes Individuals with Disabilities Education Act (IDEA), 20 US. Code §1401, and the American’s with Disabilities Act, 42 U.S. Code §12101 et seq., and other requirements and regulations, established by local, state and federal law or the Arkansas State Board of Education as contemplated by §6-23-401(b). The school facility is designed to support the professional staff in teaching the LHA education program, which will be aligned with the curriculum outlined in the Arkansas Standards for Accreditation. To the extent any facility issues or concerns raised in the letter from ADE dated September 26, 2008, are outside the provisions of §6-23-401(b) we request a waiver of any such additional facility construction or design requirements, regulations or statutes.

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the "Amendment") is made and entered into and effective as of October 15, 2008, by and between EDUCATIONAL PROPERTIES LLC, an Arkansas corporation, (the "Landlord"), and JACKSONVILLE LIGHTHOUSE CHARTER SCHOOL, (the "Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into a certain lease dated August 26, 2008 (the "Lease") for certain premises (the "Premises") more particularly described in the Lease;

WHEREAS, the parties hereto are desirous of amending the Lease to include a provision required under Arkansas State Code § 6-23-503.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and other good and valuable consideration, the adequacy, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree that the Lease is amended, as follows:


Section 1. Premises, subsection B. Applicable Law shall be amended to read:

"B. Applicable Law. Lease to Tenant of the Premises is subject to all building restriction lines, other restrictions and rights imposed on the Premises or held therein by governmental authorities having jurisdiction thereof, and is subject to all applicable governmental laws, codes and regulations. Further, the Lessor and Lessee agree that no indebtedness of any kind incurred or created by the Tenant, under this lease, shall constitute an indebtedness of the State, or its political subdivisions, and no indebtedness of the Tenant, under this lease, shall involve or be secured by the faith, credit or taxing power of the State, or its political subdivisions.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment effective as of the day and year first above written:

**LANDLORD:**

EDUCATIONAL PROPERTIES LLC

By:   
James Green  
President

**TENANT:**

JACKSONVILLE LIGHTHOUSE CHARTER SCHOOL

By:   
George Biggs  
Board President

### **Standard 18: Student Services**

**Questions-Comments from ADE letter dated September 26, 2008:** The reviewers inquire as to whether the school will offer breakfast, lunch and after school snacks.

**Response:** The school plans to offer breakfast, lunch and an after-school snack. The budget assumes 60% of the students enrolled would qualify for free and reduced priced meals. Any student who does not qualify for a free or reduced price lunch will pay \$2.25 for lunch and \$1.25 for breakfast per meal, per day and the after-school snack at cost.

### **Standard 20: Waivers**

**Questions-Comments from ADE letter dated September 26, 2008:** The reviewers added comments on the waivers requested in the application.

**Responses:**

- The instructional staff and paraprofessionals will meet the requirements of the No Child Left Behind Act of 2001. In addition, we expect most of the teaching staff will be certified. However, we have requested a waiver from requirements regarding employment of certified personnel and teacher license requirements for the flexibility of hiring staff who can teach the innovative arts-infused program.
- Teachers who meet the requirements of NLCB, if they are not also certified will need to administer state assessments to their classes.
- We commented on the facility issue under Standard 16.



## Letters to Superintendents and School Board Members

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### Lighthouse Academies®

August 11, 2008

Dr. Richard Abernathy  
Superintendent  
Bryant School District  
200 Northwest Fourth St.  
Bryant, AR 72022

Dear Dr. Richard Abernathy:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

Yours truly,



Michael Ronan  
President and CEO

**We prepare our students for college through a rigorous arts-infused program.**

1661 Worcester Rd, Suite 207 • Framingham, MA 01701 • Ph: 508-626-0901 • Fax: 508-626-0905  
[www.lighthouse-academies.org](http://www.lighthouse-academies.org)

# Lighthouse Academies®

August 11, 2008

Mr. David Passamore  
School Board Member  
Bryant School District  
3843 Steel Bridge Road  
Benton, AR 72015

Dear Mr. David Passamore:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

Yours truly,



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# Lighthouse Academies®

August 11, 2008

Mr. Jim Davis  
School Board Member  
Bryant School District  
PO Box 307  
Bryant, AR 72089

Dear Mr. Jim Davis:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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# Lighthouse Academies®

August 11, 2008

Ms. Rhonda Sanders  
School Board Member  
Bryant School District  
312 Fair Oaks Dr.  
Bryant, AR 72022

Dear Ms. Rhonda Sanders:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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# Lighthouse Academies®

August 11, 2008

Ms. Sandra Porter  
School Board Member  
Bryant School District  
705 Ruth Dr.  
Bryant, AR 72022

Dear Ms. Sandra Porter:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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# Lighthouse Academies®

August 11, 2008

Mr. David Moore  
School Board Member  
Bryant School District  
2802 Timbercreek Dr.  
Bryant, AR 72022

Dear Mr. David Moore:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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# Lighthouse Academies®

August 11, 2008

Ms. Brenda Haynes  
Superintendent  
Sheridan School District  
400 North Rock  
Sheridan, AR 72150

Dear Ms. Brenda Haynes:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

Yours truly,



Michael Ronan  
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# Lighthouse Academies®

August 11, 2008

Ms. Jody Spann  
School Board Member  
Sheridan School District  
20180 Josh Road  
Little Rock, AR 72206

Dear Ms. Jody Spann:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

Yours truly,



Michael Ronan  
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# Lighthouse Academies®

August 11, 2008

Mr. Lee Henson  
School Board Member  
Sheridan School District  
937 Spray Drive  
Sheridan, AR 72150

Dear Mr. Lee Henson:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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# Lighthouse Academies®

August 11, 2008

Mr. Jeff Lisenby  
School Board Member  
Sheridan School District  
3 Timber Ridge Circle  
Sheridan, AR 72150

Dear Mr. Jeff Lisenby:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

Yours truly,



Michael Ronan  
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## Lighthouse Academies®

August 11, 2008

Ms. Beverly Wells  
School Board Member  
Sheridan School District  
107 South Rose St.  
Sheridan, AR 72150

Dear Ms. Beverly Wells:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

Yours truly,



Michael Ronan  
President and CEO

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# Lighthouse Academies®

August 11, 2008

Mr. Byron Hicks  
School Board Member  
Sheridan School District  
21911 Baxley Lane  
Little Rock, AR 72206

Dear Mr. Byron Hicks:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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## Lighthouse Academies®

August 11, 2008

Mr. James Pitts  
School Board Member  
Sheridan School District  
209 Brad Road  
Hensley, AR 72065

Dear Mr. James Pitts:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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## Lighthouse Academies®

August 11, 2008

Mr. Michael Mosley  
School Board Member  
Sheridan School District  
2799 Shoemaker Rd.  
Sheridan, AR 72150

Dear Mr. Michael Mosley:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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# Lighthouse Academies®

August 11, 2008

Dr. Larry E. Smith  
Superintendent  
White Hall School District  
1020 West Holland Ave.  
White Hall, AR 71602

Dear Dr. Larry E. Smith:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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## Lighthouse Academies®

August 11, 2008

Mr. Thomas Gathen  
Superintendent  
Dollarway School District  
4900 Dollarway Road  
Pine Bluff, AR 71602

Dear Mr. Thomas Gathen:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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# Lighthouse Academies®

August 11, 2008

Ms. Paula Henderson  
Superintendent  
England School District  
501 Pine Bluff Highway  
England, AR 72046

Dear Ms. Paula Henderson:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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## Lighthouse Academies®

August 11, 2008

Mr. Ken Bascue  
School Board Member  
England School District  
501 Pine Bluff Highway  
England, AR 72046

Dear Mr. Ken Bascue:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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# Lighthouse Academies®

August 11, 2008

Mr. Tim Bates  
School Board Member  
England School District  
501 Pine Bluff Highway  
England, AR 72046

Dear Mr. Tim Bates:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

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# Lighthouse Academies®

August 11, 2008

Mr. Vernon Brazeal  
School Board Member  
England School District  
501 Pine Bluff Highway  
England, AR 72046

Dear Mr. Vernon Brazeal:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

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# Lighthouse Academies®

August 11, 2008

Ms. Shaunda Brewer  
School Board Member  
England School District  
501 Pine Bluff Highway  
England, AR 72046

Dear Ms. Shaunda Brewer:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

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## Lighthouse Academies®

August 11, 2008

Ms. Judy Dillow  
School Board Member  
England School District  
501 Pine Bluff Highway  
England, AR 72046

Dear Ms. Judy Dillow:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

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# Lighthouse Academies®

August 11, 2008

Mr. Andy Moore  
School Board Member  
England School District  
501 Pine Bluff Highway  
England, AR 72046

Dear Mr. Andy Moore:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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# Lighthouse Academies®

August 11, 2008

Mr. Carroll West  
School Board Member  
England School District  
501 Pine Bluff Highway  
England, AR 72046

Dear Mr. Carroll West:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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# Lighthouse Academies®

August 11, 2008

Ms. Sharon Havens  
Superintendent  
Lonoke School District  
401 W. Holly St.  
Lonoke, AR 72086

Dear Ms. Sharon Havens:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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# Lighthouse Academies®

August 11, 2008

Dr. Tony Thurman  
Superintendent  
Cabot School District  
602 North Lincoln  
Cabot, AR 72023

Dear Dr. Tony Thurman:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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# Lighthouse Academies®

August 11, 2008

Dr. Frank Mitchell  
Superintendent  
Vilonia School District  
PO Box 160, 11 Eagle Street  
Vilonia, AR 72173

Dear Dr. Frank Mitchell:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

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# Lighthouse Academies®

August 11, 2008

Mr. Randy Sanders  
School Board Member  
Vilonia School District  
73 Oak Bowery Rd.  
Conway, AR 72032

Dear Mr. Randy Sanders:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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# Lighthouse Academies®

August 11, 2008

Mr. Mike West  
School Board Member  
Vilonia School District  
21 Clinton Road  
Conway, AR 72032

Dear Mr. Mike West:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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## Lighthouse Academies®

August 11, 2008

Mr. Danny Lawrence  
School Board Member  
Vilonia School District  
469 Middle Road  
Conway, AR 72032

Dear Mr. Danny Lawrence:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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## Lighthouse Academies®

August 11, 2008

Mr. Mark Samuelson  
School Board Member  
Vilonia School District  
553 Rocky Point Rd  
Conway, AR 72032

Dear Mr. Mark Samuelson:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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## Lighthouse Academies®

August 11, 2008

Mr. Martin McKissack  
School Board Member  
Vilonia School District  
36 Dove Lane  
Vilonia, AR 72173

Dear Mr. Martin McKissack:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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## Lighthouse Academies®

August 11, 2008

Dr. John Gray  
Superintendent  
Mayflower School District  
15 Old Sandy Road  
Mayflower, AR 72106

Dear Dr. John Gray:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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## Lighthouse Academies®

August 11, 2008

Mr. Terry Jones  
School Board Member  
Mayflower School District  
124 Highway 89 South  
Mayflower, AR 72106

Dear Mr. Terry Jones:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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## Lighthouse Academies®

August 11, 2008

Mr. Steven Runge  
School Board Member  
Mayflower School District  
460 Highway 89 North  
Mayflower, AR 72106

Dear Mr. Steven Runge:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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## Lighthouse Academies®

August 11, 2008

Mr. Tony Woodham  
School Board Member  
Mayflower School District  
33 Snugs Circle  
Mayflower, AR 72106

Dear Mr. Tony Woodham:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

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# Lighthouse Academies®

August 11, 2008

Mr. Allan Hudson  
School Board Member  
Mayflower School District  
PO Box 565  
Mayflower, AR 72106

Dear Mr. Allan Hudson:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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# Lighthouse Academies®

August 11, 2008

Ms. Jennifer Barnhill  
School Board Member  
Mayflower School District  
57 East Ridge Road  
Mayflower, AR 72106

Dear Ms. Jennifer Barnhill:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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## Lighthouse Academies®

August 11, 2008

Ms. Myra Graham  
Superintendent  
East End School District  
PO Box 360  
Bigelow, AR 72016

Dear Ms. Myra Graham:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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# Lighthouse Academies®

August 11, 2008

Dr. Ron Wilson  
Superintendent  
Perryville School District  
614 South Fourche Ave.  
Perryville, AR 72126

Dear Dr. Ron Wilson:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

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## Lighthouse Academies®

August 11, 2008

Mr. Mark Roland  
School Board Member  
Perryville School District  
63 Deerhaven Rd.  
Perryville, AR 72126

Dear Mr. Mark Roland:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

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## Lighthouse Academies®

August 11, 2008

Mr. Homer Chitwood  
School Board Member  
Perryville School District  
147 Chitwood Loop  
Perryville, AR 72126

Dear Mr. Homer Chitwood:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

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# Lighthouse Academies®

August 11, 2008

Mr. Bobby Elliott  
School Board Member  
Perryville School District  
33 Elliott Dr.  
Perryville, AR 72126

Dear Mr. Bobby Elliott:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

Yours truly,



Michael Ronan  
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## Lighthouse Academies®

August 11, 2008

Ms. Kathy Robinson  
School Board Member  
Perryville School District  
618 Robinson Dr.  
Perryville, AR 72126

Dear Ms. Kathy Robinson:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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# Lighthouse Academies®

August 11, 2008

Ms. Melissa Bass  
School Board Member  
Perryville School District  
PO Box 1135  
Perryville, AR 72126

Dear Ms. Melissa Bass:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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# Lighthouse Academies®

August 11, 2008

Dr Linda Watson  
Superintendent  
Little Rock School District  
810 West Markham St.  
Little Rock, AR 72201

Dear Dr Linda Watson:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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# Lighthouse Academies®

August 11, 2008

Ms. Katherine Mitchell  
School Board Member  
Little Rock School District  
810 West Markham St.  
Little Rock, AR 72201

Dear Ms. Katherine Mitchell:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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## Lighthouse Academies®

August 11, 2008

Mr. Robert M. Daugherty  
School Board Member  
Little Rock School District  
810 West Markham St.  
Little Rock, AR 72201

Dear Mr. Robert M. Daugherty:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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## Lighthouse Academies.

August 11, 2008

Ms. Melanie Fox  
School Board Member  
Little Rock School District  
810 West Markham St.  
Little Rock, AR 72201

Dear Ms. Melanie Fox:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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# Lighthouse Academies®

August 11, 2008

Mr. H. Baker Kurrus  
School Board Member  
Little Rock School District  
810 West Markham St.  
Little Rock, AR 72201

Dear Mr. H. Baker Kurrus:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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## Lighthouse Academies®

August 11, 2008

Mr. Larry Berkley  
School Board Member  
Little Rock School District  
810 West Markham St.  
Little Rock, AR 72201

Dear Mr. Larry Berkley:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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## Lighthouse Academies®

August 11, 2008

Mr. Charles Armstrong  
School Board Member  
Little Rock School District  
810 West Markham St.  
Little Rock, AR 72201

Dear Mr. Charles Armstrong:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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## Lighthouse Academies®

August 11, 2008

Ms. Dianne Curry  
School Board Member  
Little Rock School District  
810 West Markham St.  
Little Rock, AR 72201

Dear Ms. Dianne Curry:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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# Lighthouse Academies®

August 11, 2008

Mr. Kenneth A. Kirspel  
Superintendent  
North Little Rock School District  
2700 Poplar Street  
North Little Rock, AR 72114

Dear Mr. Kenneth A. Kirspel:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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# Lighthouse Academies.

August 11, 2008

Mr. Alan Turnbo  
School Board Member  
Cabot School District  
PO Box 136  
Cabot, AR 72023

Dear Mr. Alan Turnbo:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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## Lighthouse Academies.

August 11, 2008

Mr. Brooks Nash  
School Board Member  
Cabot School District  
14 Sycamore Drive  
Cabot, AR 72023

Dear Mr. Brooks Nash:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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## Lighthouse Academies®

August 11, 2008

Mr. Jim Coy  
School Board Member  
Cabot School District  
510 Windwood Drive  
Cabot, AR 72023

Dear Mr. Jim Coy:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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President and CEO



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# Lighthouse Academies®

August 11, 2008

Mr. Fred Campbell  
School Board Member  
Cabot School District  
Bank of the Ozarks, PO Box 224  
Cabot, AR 72023

Dear Mr. Fred Campbell:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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## Lighthouse Academies®

August 11, 2008

Mr. Ken Kincade  
School Board Member  
Cabot School District  
20 Fairway Drive  
Cabot, AR 72023

Dear Mr. Ken Kincade:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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## Lighthouse Academies®

August 11, 2008

Mr. Wendel Msall  
School Board Member  
Cabot School District  
317 Rye Drive  
Cabot, AR 72023

Dear Mr. Wendel Msall:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

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## Lighthouse Academies®

August 11, 2008

Mr. David Hipp  
School Board Member  
Cabot School District  
27 Valley Road  
Cabot, AR 72023

Dear Mr. David Hipp:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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## Lighthouse Academies.

August 11, 2008

Ms. Dorothy Williams  
School Board Member  
North Little Rock School District  
1825 Ben Street  
North Little Rock, AR 72117

Dear Ms. Dorothy Williams:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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## Lighthouse Academies®

August 11, 2008

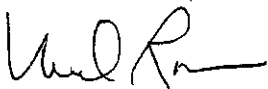
Ms. Margot Tenner  
School Board Member  
North Little Rock School District  
128 Melrose Circle  
North Little Rock, AR 72114

Dear Ms. Margot Tenner:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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## Lighthouse Academies.

August 11, 2008

Mr. Darrell Montgomery  
School Board Member  
North Little Rock School District  
5701 Sonora #A  
North Little Rock, AR 72118

Dear Mr. Darrell Montgomery:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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## Lighthouse Academies®

August 11, 2008

Mr. Ron Treat  
School Board Member  
North Little Rock School District  
187 Rock Street  
North Little Rock, AR 72118

Dear Mr. Ron Treat:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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President and CEO

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## Lighthouse Academies®

August 11, 2008

Mr. Scott Treague  
School Board Member  
North Little Rock School District  
8236 Windsor Valley Dr.  
North Little Rock, AR 72118

Dear Mr. Scott Treague:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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## Lighthouse Academies®

August 11, 2008

Mr. Trent Cox  
School Board Member  
North Little Rock School District  
1628 Northline  
North Little Rock, AR 72116

Dear Mr. Trent Cox:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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# Lighthouse Academies®

August 11, 2008

Mr. John Riley  
School Board Member  
North Little Rock School District  
2029 Topf  
North Little Rock, AR 72116

Dear Mr. John Riley:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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## Lighthouse Academies®

August 11, 2008

Mr. Don Langston  
School Board Member  
East End School District  
264 Hwy. 113 South  
Bigelow, AR 72016

Dear Mr. Don Langston:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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## Lighthouse Academies®

August 11, 2008

Mr. Jeremy Williams  
School Board Member  
East End School District  
81 Riverbank Road  
Houston, AR 72070

Dear Mr. Jeremy Williams:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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# Lighthouse Academies.

August 11, 2008

Ms. Margo Gregg  
School Board Member  
East End School District  
97 Turkey Run  
Houston, AR 72070

Dear Ms. Margo Gregg:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

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## Lighthouse Academies®

August 11, 2008

Jamie Reed  
School Board Member  
East End School District  
PO Box 413  
Bigelow, AR 72016

Dear Jamie Reed:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72076. All are welcome to join us and learn more about the proposed school.

Yours truly,



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# Lighthouse Academies®

August 11, 2008

Mr. Hardy Murdock  
School Board Member  
White Hall School District  
P.O. Box 211  
Redfield, AR 72132-0211

Dear Mr. Hardy Murdock:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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# Lighthouse Academies®

August 11, 2008

Mr. Dean Dancer  
School Board Member  
White Hall School District  
1300 Lakeview Drive  
White Hall, AR 71602

Dear Mr. Dean Dancer:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

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# Lighthouse Academies®

August 11, 2008

Mr. Marcus Burris  
School Board Member  
White Hall School District  
P.O. Box 132  
Redfield, AR 72132-0132

Dear Mr. Marcus Burris:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

Yours truly,



Michael Ronan  
President and CEO

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[www.lighthouse-academies.org](http://www.lighthouse-academies.org)

## Lighthouse Academies®

August 11, 2008

Mr. Scott Pittillo  
School Board Member  
White Hall School District  
1906 Amy Lane  
White Hall, AR 71602

Dear Mr. Scott Pittillo:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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## Lighthouse Academies®

August 11, 2008

Mr. Scott Ray  
School Board Member  
White Hall School District  
205 Grizzley Bear Cove  
White Hall, AR 71602

Dear Mr. Scott Ray:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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# Lighthouse Academies®

August 11, 2008

Mr. Raymond Jones  
School Board Member  
White Hall School District  
1300 Oakwood Circle  
White Hall, AR 71602

Dear Mr. Raymond Jones:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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# Lighthouse Academies.

August 11, 2008

Mr. Ray Agee  
School Board Member  
White Hall School District  
6803 Oxford Drive  
White Hall, AR 71602

Dear Mr. Ray Agee:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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## Lighthouse Academies.

August 11, 2008

Mr. Kevin McKenzie  
School Board Member  
Lonoke School District  
520 East 8th  
Lonoke, AR 72086

Dear Mr. Kevin McKenzie:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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# Lighthouse Academies®

August 11, 2008

Ms. Cindy Burns  
School Board Member  
Lonoke School District  
1202 Earl Verser Road  
Lonoke, AR 72086

Dear Ms. Cindy Burns:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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# Lighthouse Academies.

August 11, 2008

Mr. Mike Brown  
School Board Member  
Lonoke School District  
303 South Center  
Lonoke, AR 72086

Dear Mr. Mike Brown:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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## Lighthouse Academies.

August 11, 2008

Mr. Ray Kelleybrew  
School Board Member  
Lonoke School District  
166 Martin Loop Road  
Scott, AR 72142

Dear Mr. Ray Kelleybrew:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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# Lighthouse Academies

August 11, 2008

Mr. Rick Pennington  
School Board Member  
Lonoke School District  
P.O. Box 183  
Lonoke, AR 72086

Dear Mr. Rick Pennington:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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# Lighthouse Academies.

August 11, 2008

Mr. Mike Linton  
School Board Member  
Lonoke School District  
114 Hamburg  
Lonoke, AR 72086

Dear Mr. Mike Linton:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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# Lighthouse Academies.

August 11, 2008

Mr. Miles Lilly  
School Board Member  
Lonoke School District  
8 Sunset Loop  
Lonoke, AR 72086

Dear Mr. Miles Lilly:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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# Lighthouse Academies®

August 11, 2008

Mr. Robert Morehead  
School Board Member  
Dollarway School District  
6 Eastwood Court  
Pine Bluff, AR 71602

Dear Mr. Robert Morehead:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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# Lighthouse Academies®

August 11, 2008

Mr. George Stepps  
School Board Member  
Dollarway School District  
600 North Maple  
Pine Bluff, AR 71602

Dear Mr. George Stepps:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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## Lighthouse Academies.

August 11, 2008

Mr. Marvin Ray Walker  
School Board Member  
Dollarway School District  
11301 Hwy 31  
Altheimer, AR 72004

Dear Mr. Marvin Ray Walker:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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## Lighthouse Academies®

August 11, 2008

Ms. Cathy Hunt  
School Board Member  
Dollarway School District  
96 South Richards  
Pine Bluff, AR 71602

Dear Ms. Cathy Hunt:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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# Lighthouse Academies®

August 11, 2008

Mr. Joe Blanks  
School Board Member  
Dollarway School District  
4312 W. Short 3rd  
Pine Bluff, AR 71602

Dear Mr. Joe Blanks:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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# Lighthouse Academies.

August 11, 2008

Mr. Gene Stewart  
School Board Member  
Dollanway School District  
315 Hardinwood Dr.  
Pine Bluff, AR 71602

Dear Mr. Gene Stewart:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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# Lighthouse Academies.

August 11, 2008

Mr. Martin Golden  
School Board Member  
Dollarway School District  
P.O. Box 43  
Wabbaseka, AR 75175

Dear Mr. Martin Golden:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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# Lighthouse Academies®

August 11, 2008

Mr. James R. Sharpe  
Superintendent  
Pulaski County Special School District  
925 East Dixon Road  
Little Rock, AR 72206

Dear Mr. James R. Sharpe:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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# Lighthouse Academies®

August 11, 2008

Ms. Pam Roberts  
School Board Member  
Pulaski County Special School District  
#15 River Valley Court  
Maumelle, AR 72113

Dear Ms. Pam Roberts:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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# Lighthouse Academies®

August 11, 2008

Ms. Shana Chaplin  
School Board Member  
Pulaski County Special School District  
8 Alban Lane  
Little Rock, AR 72223

Dear Ms. Shana Chaplin:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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## Lighthouse Academies®

August 11, 2008

Mr. Danny Gilliland  
School Board Member  
Pulaski County Special School District  
1037 Lantrip Rd.  
Sherwood, AR 72120

Dear Mr. Danny Gilliland:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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# Lighthouse Academies®

August 11, 2008

Ms. Mildred Tatum  
School Board Member  
Pulaski County Special School District  
11406 Highway 365  
Little Rock, AR 72206

Dear Ms. Mildred Tatum:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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# Lighthouse Academies®

August 11, 2008

Mr. William A. Vasquez  
School Board Member  
Pulaski County Special School District  
508 Vine Street  
Jacksonville, AR 72076

Dear Mr. William A. Vasquez:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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# Lighthouse Academies®

August 11, 2008

Ms. Gwen Williams  
School Board Member  
Pulaski County Special School District  
6604 Bakers Acres  
North Little Rock, AR 72117

Dear Ms. Gwen Williams:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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## Lighthouse Academies®

August 11, 2008

Mr. Charlie Wood  
School Board Member  
Pulaski County Special School District  
210 N. Devon  
Sherwood, AR 72120

Dear Mr. Charlie Wood:

This letter is to inform you that Lighthouse Academies of Arkansas will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Jacksonville, Arkansas.

The hearing will take place on Wednesday, August 20, 2008, at 6:00 pm at the Jacksonville Community Center, 5 Municipal Drive, Jacksonville, Arkansas, 72078. All are welcome to join us and learn more about the proposed school.

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# ARKANSAS DEPARTMENT OF EDUCATION

Dr. T. Kenneth James  
Commissioner

**State Board  
of Education**

Randy Lawson  
Bentonville  
Chair

Dr. Naccaman Williams  
Springdale  
Vice Chair

Sherry Burrow  
Jonesboro

Jim Cooper  
Melbourne

Brenda Gullett  
Fayetteville

Sam Ledbetter  
Little Rock

Alice Mahony  
El Dorado

Dr. Ben Mays  
Clinton

Diane Tatum  
Pine Bluff

October 15, 2008

Mr. Buster Lackey  
2 Trent Jones Cove  
Sherwood, AR 72120

Re: Notice of Appeal/State Board Meeting  
Jacksonville Charter Academy

Dear Charter Applicant and Affected School District(s):

Your request for a hearing in front of the State Board of Education (State Board) concerning the disapproval of your charter application by the Pulaski County Special School District will occur at the State Board's meeting of November 3, 2008. The meeting will begin at 1:00 p.m. and will be held in the Auditorium of the Arch Ford Education Building, Four Capitol Mall in Little Rock.

A total of five (5) open-enrollment charter applications will be considered by the State Board, commencing at the November 3 meeting and possibly concluding on November 4, 2008. The applicants will be considered in the following tentative order:

- Eudora Community Charter School
- Jacksonville Charter Academy
- Jacksonville Lighthouse Charter School
- Little Rock Prep
- Little Rock Urban Prep

Please be advised that the State Board may not be able to complete the consideration of all of the above-listed charter applications at its November 3, 2008 meeting.

**Those applicants which are not considered by the State Board on November 3 will be considered on Tuesday, November 4, 2008 in the Auditorium of the Arch Ford Education Building, at a time to be announced at the November 3 meeting.**

Please ensure that you attend the hearing and that you have all the necessary personnel and documentation with you to address any questions from the State Board concerning your application.

I have also enclosed with this letter a copy of the hearing procedures that will be used by the State Board concerning the consideration of your open-enrollment charter application and appeal.

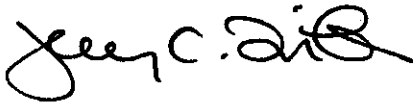
Four Capitol Mall  
Little Rock, AR  
72201-1019  
(501) 682-4475  
ArkansasEd.org

For charter applicants, no additional information will be allowed to be submitted to the State Board beyond what has already been submitted to the Department as part of your application. Should you wish to make electronic presentations and/or present copies of already submitted information to the State Board, hard copies of such materials must be received in my office no later than 4:30 p.m. on October 23, 2008. Items may be faxed to my office at (501) 682-4249.

Questions as to the use and setup of electronic presentations at the State Board meeting should be directed to Dr. Charles Watson, State Board liaison, at (501) 682-4247.

Should you have any questions, please contact Dr. Mary Ann Brown, Charter Schools Unit Leader, at (501) 683-5313.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeremy C. Lasiter". The signature is fluid and cursive, with the first name "Jeremy" written in a larger, more prominent script than the last name "Lasiter".

Jeremy C. Lasiter  
General Counsel

JL/tw/slr

cc: Dr. Mary Ann Brown, Charter Schools Unit Leader  
Dr. Charles Watson, State Board Office  
Superintendent James Sharpe, Pulaski County Special School District  
School Board President Charlie Wood, Pulaski County Special School District

**ARKANSAS STATE BOARD OF EDUCATION  
POLICY AND PROCEDURES FOR HEARING  
CHARTER SCHOOL APPLICATIONS AND APPEALS**

- 1.) Representatives of the school boards in which the proposed charter school will be located, and of other school boards which are likely to be affected by the proposed charter school, shall have a combined total of twenty (20) minutes to present arguments for disapproval of the proposed charter school to the State Board. The Chair of the State Board may grant additional time if requested, at his/her discretion.
- 2.) Following the presentation by the representatives of the school boards, the charter applicant shall have twenty (20) minutes to present its arguments to the State Board for approval of the proposed charter school. The Chair of the State Board may grant additional time if requested, at his/her discretion.
- 3.) The State Board shall follow the presentations with discussion of the charter application and possible questions to the public school board representatives and/or the charter school applicant.
- 4.) The State Board may, at its sole discretion, issue a final decision at the hearing regarding the application or appeal, or take the matter under advisement until a future scheduled board meeting before issuing its final decision.



# JACKSONVILLE CHARTER ACADEMY

**Arkansas Department of Education**

**Charter School Office**

**4 Capital Mall, Room 305-B**

**Little Rock, Arkansas 72201**

**October 13, 2008**

On notification from James Sharp, Superintendent of PCSSD that the school board has denied support for Jacksonville Charter Academy. The Board of Directors of Win 1 Reach 1 Community Development are officially request permission to go before the Arkansas Department of Education Board to request authorization to open Jacksonville Charter Academy to be located in Jacksonville, Arkansas.

Please notice the enclosed letter dated September 16, 2008 and the postmarked envelope of October 03, 2008. We received the enclosed letter on Tuesday October 07, 2008 at 5:00PM.

If you have any questions please contact me.

Dr. Buster Lackey #2 Trent Jones Cove Sherwood Arkansas 72120, phone number 501-650-4990 or 501-6265199, email [buster.lackey@jacksonvillecharter.org](mailto:buster.lackey@jacksonvillecharter.org).

Respectfully,



Dr. Buster Lackey

RECEIVED  
OCT 16 2008

CHARTER SCHOOL OFFICE

**2 Trent Jones Cove \* Sherwood \* Arkansas 72120**



# **Pulaski County Special School District**

## **Office of the Superintendent**

James R. Sharpe, Superintendent  
Linda G. Paladino, Executive Assistant

September 16, 2008

Dr. Kenneth T. James, Commissioner  
Arkansas Department of Education  
#4 State Capitol Mall  
Little Rock, Arkansas 72201-1071

Dear Dr. James:

On August 25, 2008, the Superintendent's office of the Pulaski County Special School District received from the Jacksonville Charter Academy notice of intent to establish a charter school in Jacksonville. On August 29, 2008, a notice of intent was received from the Jacksonville Lighthouse Charter School to also establish a charter school in Jacksonville. It has been determined that the Pulaski County Special School District will be affected by these possible locations of the charter schools.

By unanimous vote, the Pulaski County Special School District Board of Education at the regular board meeting on September 9, 2008, denied support of the Jacksonville Charter Academy and the Jacksonville Charter School and opposed their applications for charter.

Respectfully,

James R. Sharpe  
Superintendent of Education

Cc: Dr. Mary Ann D. Brown

**RECEIVED**  
SEP 18 2008  
CHARTER SCHOOL OFFICE

# JACKSONVILLE CHARTER ACADEMY

## *Foundation*

Arkansas Department of Education

Charter School Office

4 Capital Mall, Room 305-B

Little Rock, Arkansas 72201

June 5, 2008

Dear Dr. Brown,

This is a letter of intent for an open enrollment charter school in Congressional District Two. The Jacksonville Charter Academy Foundation has applied for its non-profit status for the purpose of developing a high quality open-enrollment charter schools that provide a educational choice for parents and students. The proposed name of the charter school shall be Jacksonville Charter Academy. The purposed school will be located in Jacksonville Arkansas severing k-12 for Jacksonville and the Air Force Base area.

Jacksonville Charter Academy foundation was organized for the sole purpose of providing a providing a school of choice with a college preparatory mission focusing on the core knowledge essential skills that allow students to prepare for future learning. Jacksonville Charter Academy will employ highly qualified instructors to deliver effective teaching methods to all students. Jacksonville Charter Academy's college preparatory academic program will seek to close the achievement gap by focusing on student centered learning teaching to mastery of educational skills. Our partnership with a major four year institution will be of great benefit to the students and community and will assist in developing a strong college preparatory program reaching all JCA students from kindergarten through twelve grade. Jacksonville Charter Academy will start with kindergarten through sixth grades with 340 students then add one grade per year until seventh through twelve grades are completed with a total enrollment of 640 students is reached.

If you have any questions please feel free to contact me as consultant on behalf of the JCA Foundation.

Dr. Buster Lackey #2 Trent Jones Cove Sherwood Arkansas 72120 number 501-650-4990  
email [buster.lackey@jacksonvillecharter.org](mailto:buster.lackey@jacksonvillecharter.org).

Respectfully,



Buster Lackey

Consultant for JCA Foundation

RECEIVED  
JUN 30 2008

CHARTER SCHOOL OFFICE

**2 Trent Jones Cove \* Sherwood \* Arkansas 72120**

# JACKSONVILLE CHARTER ACADEMY

## ***Foundation***

Received

JUL 23 2008

Arkansas Department of Education  
Division of Learning Services

**Arkansas Department of Education**

**Charter School Office**

**4 Capital Mall, Room 305-B**

**Little Rock, Arkansas 72201**

July 16, 2008

Dear Dr. Brown,

We are please to inform you that we have had a local Jacksonville non-profit organization back our endeavor to open Jacksonville Charter Academy. As of 7-16-2008 we are now officially Win 1 Reach 1, d/b/a Jacksonville Charter Academy.

If you have any questions please contact me.

Dr. Buster Lackey #2 Trent Jones Cove Sherwood Arkansas 72120, phone number 501-650-4990 or 501-6265199, email [buster.lackey@jacksonvillecharter.org](mailto:buster.lackey@jacksonvillecharter.org).

Respectfully,



Buster Lackey

Consultant

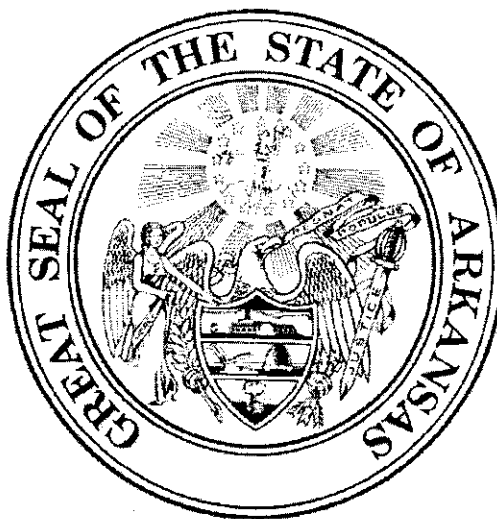
RECEIVED  
JUL 23 2008  
Prof. Licensure

**2 Trent Jones Cove \* Sherwood \* Arkansas 72120**

ARKANSAS DEPARTMENT OF  
**Education**

**Open-Enrollment Public Charter School  
New Application**

**Deadline for Submission: August 31, 2008**



**RECEIVED**  
SEP 02 2008  
CHARTER SCHOOL OFFICE

**Charter School:** Jacksonville Charter Academy

**Date Submitted:** 9-2-2008

**Date Approved:** \_\_\_\_\_

**Arkansas Department of Education**  
Charter School Office  
#4 State Capitol Mall, Room 305-B  
Little Rock, AR 72201  
501.683.5313

**STATE BOARD OF EDUCATION  
ARKANSAS DEPARTMENT OF EDUCATION  
APPLICATION FOR AN  
OPEN-ENROLLMENT CHARTER SCHOOL**

**A. GENERAL INFORMATION** (Please type)

Name of Proposed Charter School: Jacksonville Charter Academy

Grade Level(s) for the School: K-12 Proposed Enrollment: 700

Jacksonville Charter Academy will start with an initial enrollment of 340 students from Kindergarten through 6<sup>th</sup> grade. Grades will be added one per year until the school includes Kindergarten through 12<sup>th</sup> grade.

Name of Sponsoring Entity: Win 1 Reach 1 Community Development

The applicant is an "eligible entity" under the following category (check one):

**Only the applications from eligible entities will be accepted and processed.**

- ☐ a public institution of higher education;
- ☐ a private nonsectarian institution of higher education
- ☐ a governmental entity; or
- ☒ -an organization that is nonsectarian in its programs and operations, and is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code (provide evidence). **(A copy of the entity's current letter from the IRS reflecting tax exempt status must be attached to the application. Articles of incorporation or letter acknowledging nonprofit status from the Secretary of State will not suffice).**

Name of Contact Person: Buster Lackey

Address: 2 Trent Jones Cove City: Sherwood ZIP: 72120

Daytime Phone Number: (501) 626-5199 FAX:

E-mail: buster.lackey@jacksonvillecharter.org

Charter Site Address 612 JP Wright Rd City: Jacksonville ZIP: 72120

Arkansas Congressional District in which Located: 2

Date of Proposed Opening: Fall of School Year 2009-2010

Chief Operating Officer

Of Proposed Charter: Matthew Caton

Title: Interim-Director

Address: 2 Trent Jones Cove City: Sherwood ZIP: 72120

Daytime Telephone Number: (501) 835-5806

The proposed charter will be located in the Pulaski County School District.

List the current K-12 student enrollment of the district where the proposed charter school will be located.

18,587 (Total District Enrollment)

List the school districts from which students are expected to come (use additional sheets if necessary).

Pulaski County Special School District

## **B. GENERAL DESCRIPTION**

In succinct terms describe the proposed school including grade levels offered, student populations served, educational focus, and any other essential characteristics.

We believe that our dedication, experience, expertise, and resources will enable us to serve students and their families throughout the State of Arkansas.

The mission of JCA is to provide an academically rigorous college preparatory program focusing on the state-curricular frameworks and standards, cross curriculum aligned courses in science, math and technology partnership with students, families and the community.

Projected Growth (first three years)

Year One 2009-10	340 students	K – 6	340 Total Students
Year Two 2010-11	100 students	K – 8	440 Total Students
Year Three 2011-12	100 students	K – 10	540 Total Students
Year Four 2012-13	100 students	K – 12	640 Total Students

### **1. Describe the results of the public hearing, which was held for the purpose of assessing support for the establishment of this open-enrollment charter school. Provide copies of any supporting evidence received.**

A special called meeting for the members of Mt. Pisgah Baptist Church in Jacksonville, AR was held on August 3, 2008 approximately 325 people was in attendance and voiced support for JCA to move forward. On August 29, 2008 at 6:00PM an announced public hearing was held at Mt. Pisgah Baptist Church in Jacksonville, AR approximately 25 people was in present and in support of JCA. On both occasions there were people of different races and socio economic backgrounds present. In attendant were public officials and the press. The role of the school in the community was discussed along with what an open enrollment charter school is. The majority of the people that was present were in a consensus to move forward with the charter.

### **2. Provide documentation that each of the following requirements of Ark. Code Ann. §6-23-302 were met: SEE ATTACHMENTS**

### **3. Describe the governing structure of the open-enrollment charter, including board composition, selection process, and responsibilities. Also describe the role of the administrators, faculty, parents, students, and community members in the leadership and decision-making of the school.**

**Governing Structure:** The Board of Directors is at the top of the chain of command. The Board is responsible for everything that the school does or fails to do. The school's CEO (Superintendent/Director) provides direction for the school in consultation with the Board. Subordinate to the superintendent are the principal and a Financial Officer who functions as bookkeeper, and a secretary whose services are shared by the principal (see the administrator position chart on page 5).

**Board Composition:** The Board of Directors of the Win 1 Reach 1 will be made up of dedicated professionals and community leaders. Members of this unique board are volunteers and no member is paid for the services he or she provides. The foundation and the School are supported by various community members and businessmen in Arkansas.

### **Selection Process:**

The number of Trustees shall consist of six (6) until changed by amendment of the Bylaws. At any meeting at which election of a trustee occurs, a trustee may nominate a person with the second of any other trustee. In addition to nominations made at meetings, a nominating committee shall consider possible nominees and, make nominations for each election of trustees. The secretary shall include the names nominated by the nomination committee, and any report of the committee, with the notice of the meeting at which the election occurs. A person who meets any qualification requirements to be a trustee and who has been duly nominated may be elected as a trustee. Trustees shall be elected by the vote of a majority of the Board of Trustees. Each trustee shall hold office until a successor is elected and qualified. A trustee may be elected to succeed himself or herself as a trustee. Any vacancy occurring in the number of trustees shall be filled by the Board of Trustees. A vacancy is filled by the affirmative vote of a majority of the remaining directors, even if it is less than a quorum of the Board of Trustees, or if it is a sole remaining trustee. A trustee elected to fill a vacancy shall be elected for the unexpired term of the predecessor in office.

The officers of Win 1 Reach 1 Community Development shall be a president, vice president, a secretary, and a treasurer. The Board of Trustees may create additional officer positions, define the authority and duties of each such position, and elect or appoint persons to fill the positions. Any two or more offices may be the same person, except the offices of president and secretary. The officers of the Corporation shall be elected annually by the Board of Trustees at the regular annual meeting of the board of trustees. If the election of officer is not held at this meeting, the election shall be held as soon thereafter as conveniently as possible. Each officer shall hold office until a successor is duly selected and qualified. An officer may be elected to succeed himself or herself in the same office.

The organizing committee of Win 1 Reach 1 will be the first trustees of the board of trustees. The Educational Director/CEO/Superintendent and Deputy Director will be ex officio trustees with voting rights.

A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for regular election or appointment to such office, provided that such vacancies shall be filled as they occur and not on an annual basis.

**Responsibilities:** Jacksonville Charter Academy understands that the ultimate responsibility lies within the Win 1 Reach 1 governing body and the Board of Trustees of the Win 1 Reach 1 are accountable to the ADE. The Win 1 Reach 1 will have the following duties.

- Final authority to hear or decide employee grievances, citizen complaints, or parental concerns;
- Final authority to adopt or amend the budget of the charter holder or the charter school, or to authorize the expenditure or obligation of state funds or the use of public property;
- Final authority to direct the disposition or safekeeping of public records; except that the governing body may delegate this function to any person, subject to the governing body's superior right of immediate access to, control over, and possession of such records;
- Final authority to adopt policies governing charter school operations;
- Final authority to approve audit reports or
- Initial or final authority to select, employ, direct, evaluate, renew, non-renew, terminate, or set compensation for a chief executive officer.

**The Role of the Administrators, Faculty, Parents, Students, and Community Members in the Leadership and Decision-Making of the School:** Jacksonville Charter Academy will provide an atmosphere of caring and respect for its students and staff. The fundamentals of a productive relationship between the teachers and the administration will be shared during the hiring process by effectively communicating the goals and objectives

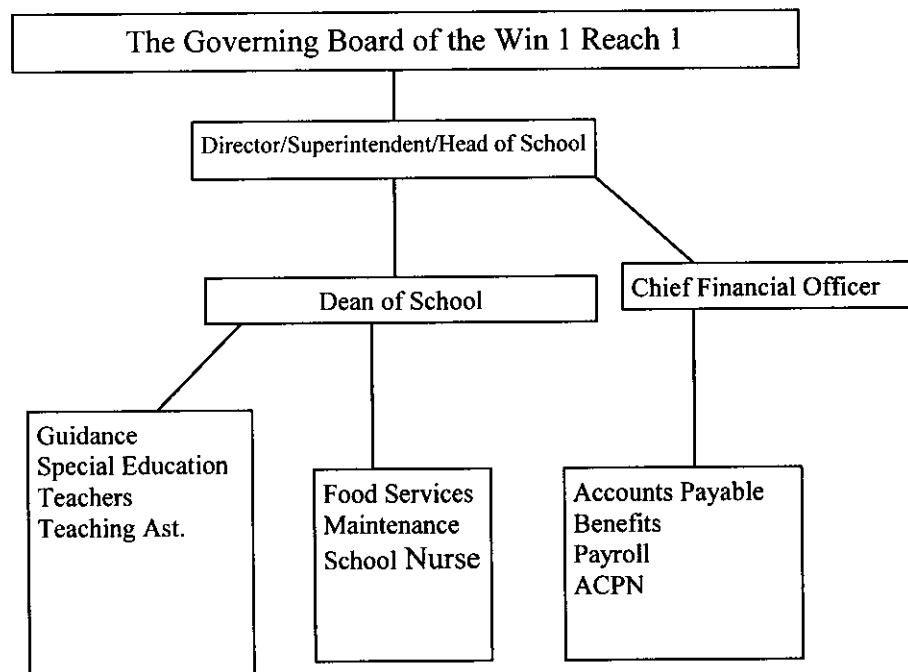


of the school to the teachers. The board will be responsible for making sure that both the administration and the faculty are apart of the same team.

The Administration will offer the due attention to any concerns of the faculty members to maintain a productive and an encouraging relationship with the teachers. This will be supported by an open-door policy that is implemented by all the administrative staff. Regular meetings will be held with the faculty members to strengthen the relationship between the administration and teachers. By dedicating this time for shared communication, Jacksonville Charter Academy will ensure that the productive relationship that is established initially is maintained all along.

JCA recognizes the fact that parental involvement is a key element in the overall success of the students. The parents will always be encouraged to participate in any part of the school activities. A Parent Teachers Organization (PTO) will be formed at the beginning of the school year. A positive approach will be maintained towards any ideas that come from the students and community members. Students may form a school government, where they can discuss the issues of immediate concern to them in their daily school environment.

### ADMINISTRATIVE POSITION CHART



The table below outlines the distinct roles of the Board and the Head of School with respect to key responsibilities in the school's organization

Responsibility	Board of Trustees	Head of School
Curriculum	Establishes mission and overall program direction; reviews and programming plan; assesses compliance/progress of educational program outcomes as defined in charter	Participates in establishing mission and program direction; develops and oversees specific program goals and curriculum in conjunction with other administrators and faculty; participates in the assessment of the educational program.
Personnel Decisions	Sets and reviews personnel policies; hires and evaluates Head	Implements personnel policies; recommends policy changes to

	of School	Board; hires and evaluates staff members (may share evaluation role with other administrators)
Budget Allocation	Approves annual budget; reviews periodic financial reports; ensures proper internal controls are in place	Prepares annual budget with input from Chief Financial Officer, staff and finance committee; oversees preparation of periodic financial reports; implements proper financial controls

#### **4. Give the mission statement for the proposed open enrollment charter school.**

The mission of JCA is to provide an academically rigorous college preparatory program focusing on the students working in partnership with their families and the community to excel in a ever changing global market

#### **5. Provide a description of the educational need for the schools**

Cities such as Jacksonville need more schools that offer a comprehensive college preparatory and concurrent credit program emphasizing core knowledge. Jacksonville Charter Academy will strive to play a role in satisfying this need. Jacksonville Charter Academy will offer programs to develop skills and education for its students to enroll in prestigious regional and national colleges in the country and compete in an increasingly demanding workplace of science, math, and technology, and contribute to the long-term economic development of the region.

Integration of technology into various curricula is a substantial goal in JCA. Jacksonville Charter Academy will serve as a unique school in the region where technology is widely and scientifically used as a student-oriented learning tool. The proposed school will implement a strong math and science program in which students will participate in science fairs, and other competitions with hands on science and math labs.

The demographic structure of the proposed school location is very diverse in both race and socio-economic areas. The diverse student body will be an element at Jacksonville Charter Academy leading students to learn how to interact, share and empathize with their diverse peers. Traditional values for education and family are strong among minorities and recent immigrants. Jacksonville Charter Academy also meets that need and shares those values.

One of the major challenges educators face in this day and time, is to get the parents more involved in their children's education. Innovative approaches will be employed to encourage authentic parental engagement focused on increasing student performance and techniques are required to enable effective parental involvement in education will be enacted at JCA. Strong parent/teacher/student relationships are crucial in helping students better. Home visits help establish rapport among these groups.

One of the priorities in schools today is safety. Parents demand safe schools where the children are not exposed to bullying, intimidation, violence, and such. Jacksonville Charter Academy is committed to stand against any and all threats by forming a safe campus environment through ongoing supervision and extra supervision for the students. As a small size campus, Jacksonville Charter Academy will be a secure and conducive learning environment that the parents expect and students deserve. (The Chief of Police in the City of Jacksonville has promised a dedicated School Resource Officer to the school.)

There is a serious need for instilling moral values in our youth during schooling. The school plans to implement in each child's mind the philosophy of "I Can." The "I Can" philosophy will help students build great character, exemplary personality and skills for future leadership. Students at Jacksonville Charter Academy will be encouraged to take responsibility for their actions, seek role models and develop into good and ethical

citizens with high moral values. Parents will be regularly informed about the character education program to ensure that they will also be involved in our effort in inspiring good behavior in our future leaders. Each morning the students will recite the I CAN pledge:

*I am somebody. The me I see is the me I'll be. I can be respectful, responsible and resourceful. I can succeed. I can, You can, WE CAN!*

## ELEMENTARY

Scientific studies indicate that elementary school lays the foundation for a rigorous secondary curriculum. The need for improvement in reading in our schools has inspired the board members of the Win 1 Reach 1 to start with an elementary school and continue to build on during the secondary years.

The elementary section of Jacksonville Charter Academy will emphasize music reading, math, science and social studies and follow a cross-curricular approach that will allow for the integration of art and technology into these core areas. JCA will use the Core Knowledge curriculum as a supplement tool to prepare each child to succeed in every area possible. There will be no limitations put on the students, by the school. The only limitations that a child will have are the ones that he/she places on themselves. Students will also meet and interact with professionals during Career Days and develop an early thinking for their future aspirations. By doing this students in elementary will start to think about college.

Elementary section will serve as a model to other schools in the area where technology will be widely used as a student-oriented learning tool. The school will have computer labs where students will be able to use multimedia and internet as part of a lesson plan in core subject areas. The Board strongly believes that exposure to technology at a young age is essential for elementary school students.

The students will also be involved in a yearly science fair to showcase their knowledge of what they have learned throughout the year.

## SECONDARY

Although employment trends point to the need for graduates to receive very specific training that may or may not include a college degree; JCA believes that students should be exposed to a broad range of possibilities for a career. By offering different tracks for students to follow such as pre-med, criminal justice, computer science, and engineering; JCA believes that a student that has had hands on opportunities will be more likely to enter into college and/or the work force in a field that they have knowledge of and enjoy. JCA believes that all students no matter the race or gender should have the education that will take them as far as their dreams can go. With the "I Can" philosophy students will internalize the feelings of self worth. Students in middle and high school will continue to build research methods. Jacksonville Charter Academy students will be asked to complete a science project every year. This research effort will be an enrichment activity, a family experience, an early start to academic work, an opportunity to develop a portfolio, a reference for the best colleges, and a way to establish connections with universities. Students will have the opportunity to work on advanced projects under the supervision of college professors and students.

The charter school model allows room for *flexibility, creativity* and fine tuning in school policies, curriculum and management based on *local needs*. While keeping state standards and benchmarks as a guiding tool, charter schools can implement additional programs to meet the *individualized needs* of their students, parents and teachers. The *small classroom* helps to maintain a lower faculty/student ratio to achieve certain performance goals.

The *educational philosophy* of charter schools will foster an entrepreneurial spirit that will create a productive educational community. The *flexible curriculum* will allow a successful implementation and evaluation of a Character Education and a Teen Leadership program on campus. The small number of students and a small

sized campus will enable the administration to implement a firm discipline policy, provide supervision on campus, avoid circumstances that jeopardize *safety* and apply measures to take certain precautions in an unlikely emergency situation.

The open-enrollment policy of the charter school will support equity in education by allowing representation of students from urban, suburban, and rural communities regardless of race, religion, gender, nationality, etc. Jacksonville is a culturally, racially, ethnically, and linguistically diverse city. JCA seeks to mirror this rich diversity in its student body.

**6. Describe the educational program to be offered by the charter school.**

JCA will address the achievement gap that exists within Jacksonville via close attention to student outcomes, achievement, small class sizes, lower student teacher ratio, personalized learning plan, challenging and rigorous curricula with high standards for all students. JCA will have a thoughtfully developed real world connection that provides hands on and mind on experience.

No single strategy by itself is adequate to the challenge within Jacksonville and no single school can serve all students well. Not all students particularly who have experienced multiple failures come to school with self confidence, curiosity, and drive that leads to success. However a school working to combine families and the community with the school can help nurture those qualities, JCA is committed to develop links between school and community beginning in the elementary years. This component that many students need in the Jacksonville area. Students will be involved in service projects outside the school walls that will spark new interest in learning.

***Personal Learning Plans (PLP):***

Personal Learning Plans: Personal Learning Plans (PLPs), developed through an Advisory program, provide each student with an opportunity to articulate specific academic and personal goals for each school year. The student, his/her advisor, and parent/guardian meet together to draft the PLP and to ensure that there are concrete avenues in place that will allow the student to make progress towards the stated goal. The PLP is revisited on a regular basis by the student and the advisor and is an important document in any team meetings about the student. Ideally, the PLP is drafted in October of each year and is reviewed again by the parent/guardian, student, and advisor in a second meeting in the spring of that same academic year.

Measuring Student Progress: Measuring student progress towards the advisory goals is critical to remaining informed about the socio-emotional development of individual students as well as maintaining an indicator of the school climate and success of the Advisory program. JCA will employ a variety of measures of progress, including surveys and questionnaires, observations, interviews, and self-checklists. JCA will develop an Advisory Goals Rubric for assessing the success of the Advisory program. The mission-driven Student Outcomes (to be fully developed by faculty) form the basis of the school's promotion system and standards for graduation. To move from one Division to the next, students must go through a rigorous process in which they demonstrate their readiness, in terms of skill development and achievement of specific standards and goals. Similarly, when students are ready to graduate, they must prepare a final exhibition, which will include an extensive portfolio and a Division III project.

**What are Divisions?**

The student body will be divided into Divisions I, II, and III, corresponding to grades 7/8, 9/10, and 11/12, respectively. Each Division will focus on different, increasingly complex levels of skills and content. Students must demonstrate a wide range of proficiencies in order to move from one Division to the next. Doing so will enable students to build on previous knowledge and skills as well as afford students and faculty alike a clear sense of academic, social, and emotional progress. Faculty will determine together the kinds and quantity of work students must complete, based on the Student Outcomes and AR Curriculum Frameworks. The work samples will demonstrate evidence of proficiency in a range of skills across the core subject areas, technology, and citizenship.

Students must do more than “pass” at the lowest level to move from one Division to the next. Divisions, as opposed to grade levels, allow for flexibility. Students will have the opportunity to demonstrate their proficiency twice yearly and may, for example, move to a higher Division in Math/Science while remaining in a lower Division in ELA/History. Mixing students of two grade levels within a Division also extends the possibility for a variety of different levels of work within one Division. Older students often set a good example for their younger peers and help to reinforce a culture of high expectations. Finally, because faculty within Divisions work with students for a two-year period, they will get to know their students well and find appropriate ways to challenge every student, with the assistance of continual administrative support, on-going professional development, and a flexible student schedule that allows for both enrichment and support opportunities.

When a student “Meets Expectations” in all of the skill areas assessed in a particular domain, it is time to move on to bigger challenges. Typically this happens every two years. When a student is ready to transition entirely to the next Division, he or she presents a portfolio in a public exhibition. Upon completion of the final Division III Portfolio, the successful oral defense of the Division III project, and meet state standards students graduate and are awarded a diploma.

Teachers/advisors will work to develop students’ goals and pinpoint strengths, needs, personal interest and special accommodations. Advisors will use the PLP to assess each student’s progress and make each student’s make necessary adjustments along the way.

#### ***School Culture:***

Fantastic Friday’s will be thirty minutes before dismissal every Friday. This is an opportunity to celebrate the achievements of the week. It is the time when JCA administrators give out the “Bulldog” awards and tell of other student accomplishments. It is a time to build student confidence and school culture.

Homework Club: HC is from 4-5 pm Monday – Thursday, 1:00 to 3:30 on Friday’s, and maybe two Saturdays a month for students who are having trouble completing homework at home or who need extra support.

The mascot of JCA is the English Bulldog. In England, the bulldog is a symbol of grit and determination. Our students must be determined to overcome learning obstacles and succeed. They must embrace challenges with confidence and strength of mind and spirit.

The school colors will be red and white. The red is a symbol of power. JCA feels that knowledge is power. White stands for peace and sincerity. JCA feels that one must have inner peace to succeed in life.

We believe that an educated citizen in the 21<sup>st</sup> century must have the skills and understanding to participate and work productively in a multicultural and globally oriented environment.

JCA will operate on a 180 day school year divided into semesters. The JCA calendar will be aligned closely with the Pulaski County Special School District calendar to accommodate the schedules of families with children attending PCSSD schools. The daily operation will be 7:30 am to 4:00 pm. Students will begin the day at 8:00 faculty will arrive on campus at 7:30 for common planning.

Selected staff will provide one-on-one tutoring and small group remediation from 4:00 to 5:00 Monday, Tuesday, and Thursdays.

The school will focus on core knowledge (i.e. math, language arts, science, and history and essential skills so that students may achieve the mastery upon which further learning will build.) The Jacksonville Charter

Academy education program also includes comprehensive, computer, health and physical education. School administrators and faculty at the Academy will work to align and exceed the curriculum with the state frameworks and standards require. The core Jacksonville Charter Academy grade-level outcomes will meet and exceed the Arkansas Curriculum Frameworks and standards and are defined in part by referring to existing national and international standards.

In the course of their studies, students in Jacksonville Charter Academy are expected to develop and sharpen the skills necessary to formulate a question or define an issue. Students will learn to find relevant information using appropriate tools and to evaluate it through critical thinking and quantitative analysis, based on which they will solve problems and make decisions. They will be able to organize and present their work both orally, in written or graphic form.

Jacksonville Charter Academy will strive to lead every student to these accomplishments which are essential to future success in school and at work, to the responsibilities of citizenship, and to the satisfaction of a cultivated mind.

Jacksonville Charter Academy will be responsible for meeting the individual educational needs of its students without parents resorting to outside tutoring provided parents/guardians support the school's mission by ensuring home study sessions and homework completion..

Jacksonville Charter Academy's other goal is to provide a real choice among education opportunities for students, parents, and teachers. The availability of choice is an important element in educational accountability and promotes higher standards throughout the system. Those students whose families prefer a rigorous early education may choose Jacksonville Charter Academy while remaining free to return to the regular public schools in the district of their residence if they become dissatisfied. This mechanism puts emphasis on the needs of the students, and helps to ensure that these needs are met in either regular public schools or Jacksonville Charter Academy. The accountability that choice encourages will also help maintain strong public support for public education as a whole.

In designing the educational program and its curriculum, teachers have reflected upon what adults do in their lives and what knowledge and competencies are required to be successful. The results of that discussion serve as the backdrop for decisions regarding curriculum development and instruction.

It is difficult, if not impossible, to discuss the curriculum outside of issues such as learning environment, instructional approaches and resources, personnel, and assessment. Frameworks and standards curriculum will serve as the minimum standard for the educational program. This decision is based on the realization that students will enter and exit educational programs over time. It is our responsibility to provide some consistent baseline of knowledge. All students will be given the opportunity and encouraged to take at least two foreign languages. All students will receive keyboarding instruction. Beyond these minimum standards, a plethora of possibilities are available.

Decisions dealing with curriculum and instruction will be based on:

1. Student interests.
2. Students needs as determined by assessment, and
3. State minimum requirements.

***Additionally, the curriculum will include the following in addition to the standards the State has set forth:***

### **Kindergarten Language Arts/English**

- I. Reading and Writing:
  - A. Students will know the following about Books and Print Awareness
  - B. Phonemic Awareness
  - C. Decoding and encoding
  - D. Reading and Language comprehension
- II. *Poetry* III. *Fiction* III. Sayings and Phrases

### **First Grade Language Arts/English**

- I. Reading and Writing
  - A. Phonemic Awareness
  - B. Decoding, Word Recognition, And Oral Reading
  - C. Reading Comprehension And Response
  - D. Writing
  - E. Spelling, Grammar, and Usage
- II. Poetry
  - A. Read old and new poetry appropriate for the grade level
  - B. Learn how to write their own poetry.
- III. Fiction
  - A. Stories
  - B. Aesop's Fables
  - C. Different lands, similar stories
  - D. Literary Terms
- IV. Sayings and Phrases
  - A. Every culture has phrases and proverbs that make no sense when carried over literally into another culture. Children will be able to continue to understand different sayings and phrases.

### **Second Grade Language Arts/English**

- I. Reading and Writing
  - A. Decoding, word recognition, and oral reading
  - B. Reading Comprehension And Response
  - C. Writing
  - D. Spelling, Grammar, and Usage
- II. Poetry
- III. Fiction
  - A. Stories
  - B. Mythology of Ancient Greece
  - C. American Folk Heroes and Tall Tales
  - D. Literary Terms
- IV. Sayings and Phrases
  - A. Every culture has phrases and proverbs that make no sense when carried over literally into another culture. Children will be able to continue to understand different sayings and phrases.

### **Third Grade Language Arts/English**

- I. Reading and Writing
  - A. Reading Comprehension and Response

- B. Writing
- C. Spelling, grammar, and usage
- D. Vocabulary

II. Poetry

- A. Read old and new poetry appropriate for the grade level
- B. Continue to learn how to write their own poetry and develop it on grade level.

III. Fiction

- A. Stories
- B. Myths and Mythical Characters
- C. Literary Terms

IV. Sayings and Phrases

- A. Every culture has phrases and proverbs that make no sense when carried over literally into another culture. Children will be able to continue to understand different sayings and phrases.

**Fourth Grade Language Arts/English**

I. Reading and Writing

- A. Reading Comprehension and Response
- B. Writing
- C. Grammar and Usage

II. Poetry

- A. Read old and new poetry appropriate for the grade level
- B. Continue to learn how to write their own poetry and develop it on grade level.

III. Fiction

- A. Stories
- B. Myths and Mythical Characters such as:
- C. Literary Terms

IV. Speeches

- A. Famous speeches in American History

V. Sayings and Phrases

- A. Every culture has phrases and proverbs that make no sense when carried over literally into another culture. Children will be able to continue to understand different sayings and phrases.

**Fifth Grade Language Arts/English**

I. Writing, Grammar, and Usage

- A. Writing and Research
- B. Grammar and Usage

II. Poetry

- A. Read old and new poetry appropriate for the grade level
- B. Continue to learn how to write their own poetry.

III. Fiction

- A. Stories
- B. Drama
- C. Myths and Legends
- D. Literary Terms



IV. Speeches

- A. Famous speeches from American History

V. Sayings and Phrases

- A. Every culture has phrases and proverbs that make no sense when carried over literally into another culture. Children will be able to continue to understand different sayings and phrases.

**Sixth Grade Language Arts/English**

I. Writing, Grammar, and Usage

- A. Writing and Research
- B. Speaking and Listening
- C. Grammar and Usage
- D. Spelling
- E. Vocabulary

II. Poetry

- A. Read old and new poetry appropriate for the grade level
- B. Continue to learn how to write their own poetry.
- C. Terms

III. Fiction

- A. Stories
- B. Drama
- C. Myths and Legends
- D. Literary Terms

IV. Sayings and Phrases

- A. Every culture has phrases and proverbs that make no sense when carried over literally into another culture. Children will be able to continue to understand different sayings and phrases.

**Seventh Grade: English**

I. Writing, Grammar, and Usage

- A. Writing and Research
- B. Speaking and Listening
- C. Grammar and Usage
- D. Spelling
- E. Vocabulary

II. Poetry

- A. Read old and new poetry appropriate for the grade level
- B. Continue to learn how to write their own poetry.
- C. Elements of Poetry

III. Fiction, Nonfiction, and Drama

- A. Short Stories
- B. Novels
- C. Elements of Fiction
- D. Essays and Speeches
- E. Autobiography
- F. Drama
- G. Literary Terms

IV. Foreign Phrases Commonly Used in English

A. Every culture has phrases and proverbs that make no sense when carried over literally into another culture. Children will be able to continue to understand different sayings and phrases.

### **Eighth Grade English**

**I. Writing, Grammar, and Usage**

- A. Writing and Research
- B. Speaking and Listening
- C. Grammar
- D. Spelling
- E. Vocabulary

**II. Poetry**

- A. Read old and new poetry appropriate for the grade level
- B. Continue to learn how to write their own poetry.
- C. Elements of Poetry

**III. Fiction, Nonfiction, and Drama**

- A. Short Stories and Novels
  - B. Elements of Fiction
  - C. Essays and Speeches, Autobiography, Drama, Foreign Phrases
- Commonly Used in English Every culture has phrases and proverbs that make no sense when carried over literally into another culture. Children will be able to continue to understand different sayings and phrases.

### **Kindergarten History and Geography**

**I. Geography: Spatial Sense**

- A. Maps and globes, Rivers, lakes, and mountains, Locate the Atlantic and Pacific Oceans
- B. Locate the North and South Poles, Name and locate the town, city, or community where the student lives
- C. Locate North America and the United States

**II. An overview of the Seven Continents**

- A. Identify and locate the seven continents on a map and globe

**III. Native American Peoples, Past and Present**

- A. Become familiar with the people and ways of life of at least one Native American Tribe or nation

**IV. Early Exploration and Settlement**

- A. The voyage of Columbus in 1492, The pilgrims, July 4, Independence Day

**V. Presidents, Past and Present**

### **First Grade History and Geography**

**I. Geography: Spatial Sense**

- A. Name the continent, country, state, and community
- B. Identify major oceans
- C. Review the seven continents

**II. Early Civilizations**

- A. Mesopotamia
- B. Ancient Egypt

- III. Modern Civilization and Culture: Mexico
  - A. Geography and Culture
- IV. Early People and Civilizations
  - A. The Earliest People: Hunters and nomads
  - B. Maya, Inca, and Aztec Civilizations
- V. Early Exploration and Settlement
  - A. The voyage of Columbus in 1492
  - B. Conquistadors and English Settlers
- VI. From Colonies to Independence: The American Revolution
  - A. Thomas Jefferson, Fourth of July, George Washington, Betsy Ross
- VII. Early Exploration of the American West
  - A. Daniel Boone and The Louisiana Purchase
- VIII. Symbols and Figures
  - A. Liberty Bell and American Flag
  - B. Current President of The United States

### **Second Grade History and Geography**

- I. Geography
- II. Early Civilizations
- III. Modern Civilization and Japan
- IV. Ancient Greece

### **Third Grade History and Geography**

- I. Geography: Spatial Sense
- II. Ancient Rome
- III. The Vikings
- IV. The Earliest Americans
- V. Early Exploration of North America
- VI. The Thirteen Colonies: Life and Times Before the Revolution

### **Fourth Grade History and Geography**

- I. Geography: Spatial Sense
- II. Europe in the Middle Ages
- III. The Spread of Islam and the Holy Wars
- IV. The Early and Medieval African Kingdoms
- V. China: Dynasties and Conquerors
- VI. The American Revolution
  - A. The Revolution
- VII. Making a Constitutional Government
- VIII. Reformers

### **Fifth Grade History and Geography**

- I. Geography: Spatial Sense
- II. Meso-American Civilizations
- III. Westward Expansion in the United States

IV. The Civil War: Causes, Conflicts, Consequences

- A. The Civil War
- B. Reconstruction

V. Native Americans: Cultures and Conflicts

- A. Culture and Life
- B. American Government Policies

VI. U. S. Geography

**Sixth Grade History and Geography**

- I. Geography: Spatial Sense
- II. Lasting Ideas from Ancient Civilizations
- III. The Enlightenment
- IV. The French Revolution
- V. Romanticism
- VI. Industrialism, Capitalism, and Socialism
- VII. Latin American Independence Movements
- VIII. Immigration, Industrialization, and Urbanization

**Kindergarten Visual Arts**

- I. Elements of Art
  - A. Color
  - B. Line
- II. Sculpture

**First Grade Visual Arts**

- I. Art From Long Ago
- II. Elements of Art
  - A. Color, Line, Shape, Texture
- III.

**Second Grade Visual Arts**

- I. Elements of Art
- II. Sculpture
- III. Kinds of Pictures: Landscapes
- IV. Abstract Art
- V. Architecture

**Third Grade Visual Arts**

- I. Elements of Art
  - A. Light, Space in Artworks
  - B. Design: How the Elements of art work together
- II. American Indian Art
- III. Art of Ancient Rome and Byzantine Civilization

**Fourth Grade Visual Arts**

- I. Art of the Middle Ages in Europe
- II. Islamic Art and Architecture

<ul style="list-style-type: none"> <li>III. The Art of Africa</li> <li>IV. The Art of China</li> <li>V. The Art of a New Nation: The United States</li> </ul>
<b>Fifth Grade Visual Arts</b>
<ul style="list-style-type: none"> <li>I. Art of the Renaissance</li> <li>II. American Art: Nineteenth-Century United States</li> <li>III. Art of Japan</li> </ul>
<b>Sixth Grade Visual Arts</b>
<ul style="list-style-type: none"> <li>I. Art History: Periods and Schools <ul style="list-style-type: none"> <li>A. Classical Art: The art of Ancient Greece and Rome</li> <li>B. Gothic Art, The renaissance, Baroque, Rococo, Neoclassical, Romantic, Realism</li> </ul> </li> </ul>
<b>Seventh Grade Visual Arts</b>
<ul style="list-style-type: none"> <li>I. Art History: Periods and Schools <ul style="list-style-type: none"> <li>A. Impressionism</li> <li>B. Post-impressionism</li> <li>C. Expressionism and Abstraction</li> <li>D. Modern American Painting</li> </ul> </li> </ul>
<b>Eighth Grade Visual Arts</b>
<ul style="list-style-type: none"> <li>I. Art History: Periods and Schools <ul style="list-style-type: none"> <li>A. Painting since World War II</li> <li>B. Photography</li> <li>C. 20<sup>th</sup> Century Sculpture</li> </ul> </li> <li>II. Architecture since the Industrial Revolution</li> </ul>
<b>Kindergarten Music</b>
<ul style="list-style-type: none"> <li>I. Elements of music</li> <li>II. Listening and Understanding</li> </ul>
<b>First Grade Music</b>
<ul style="list-style-type: none"> <li>I. Elements of music</li> <li>II. Listening and Understanding <ul style="list-style-type: none"> <li>A. Musical Terms and Concepts</li> <li>B. Music can tell a story</li> <li>C. American Musical Traditions</li> </ul> </li> </ul>
<b>Second Grade Music</b>
<ul style="list-style-type: none"> <li>I. Elements of music</li> <li>II. Listening and Understanding <ul style="list-style-type: none"> <li>A. The Orchestra</li> <li>B. Keyboard Instruments</li> <li>C. Composers and their Music</li> </ul> </li> </ul>
<b>Third Grade Music</b>

I. Elements of Music	
II. Listening and Understanding	
A. The orchestra	<b>Fourth Grade Music</b>
I. Elements of Music	
II. Listening and Understanding	
A. The orchestra and Vocal Ranges	
B. Composers and their music	
C. Musical connection	
	<b>Fifth Grade Music</b>
I. Listening and Understanding	
A. Composers and their music	
B. Musical connections	
II. American Musical Traditions	
	<b>Sixth Grade Music</b>
I. Classical Music: From Baroque to Romantic	
A. Baroque, Classical, Romantic	
	<b>Seventh Grade Music</b>
I. Classical Music: Romantics and Nationalists	
A. Romantic Composers and works	
B. Music and National Identity	
II. American Musical Traditions	
	<b>Eighth Grade Music</b>
I. Non-Western Music	
II. Classical Music: Nationalists and Moderns	
A. Music and national identity	
B. Modern Music	
III. Vocal Music	
A. Opera	
B. American Musical Theater	
	<b>Kindergarten Math</b>
I. Patterns and Classification	
II. Numbers and Number sense	
III. Money	
IV. Computation	
V. Measurement	
VI. Geometry	
	<b>First Grade Math</b>
I. Patterns and Classification	

<ul style="list-style-type: none"> <li>II. Money</li> <li>III. Computation               <ul style="list-style-type: none"> <li>A. Addition and Subtraction</li> <li>B. Solving problems and equations</li> </ul> </li> <li>IV. Measurement and Geometry</li> </ul>
<b>Second Grade Math</b>
<ul style="list-style-type: none"> <li>I. Patterns and Classification</li> <li>II. Numbers and Number sense</li> <li>III. Money</li> <li>IV. Computation               <ul style="list-style-type: none"> <li>A. Addition</li> <li>B. Subtraction</li> <li>C. Introduction to Multiplication</li> <li>D. Solving problems and equations</li> </ul> </li> <li>V. Measurement and Geometry</li> </ul>
<b>Third Grade Math</b>
<ul style="list-style-type: none"> <li>I. Numbers and Number sense</li> <li>II. Fractions and Decimals</li> <li>III. Money</li> <li>IV. Computation               <ul style="list-style-type: none"> <li>A. Addition</li> <li>B. Subtraction</li> <li>C. Multiplication</li> <li>D. Division</li> <li>E. Solving problems and equations</li> </ul> </li> <li>F. Measurement</li> </ul> <p>Linear Measure, Weight, Capacity, Temperature, Time and Geometry</p>
<b>Fourth Grade Math</b>
<ul style="list-style-type: none"> <li>I. Numbers and Number sense</li> <li>II. Fractions and Decimals</li> <li>III. Money</li> <li>IV. Computation               <ul style="list-style-type: none"> <li>A. Multiplication, Division, Solving problems and equations</li> </ul> </li> <li>V. Measurement</li> <li>VI. Geometry</li> </ul>
<b>Fifth Grade Math</b>
<ul style="list-style-type: none"> <li>I. Numbers and Number sense</li> <li>II. Ratio and Percent</li> <li>III. Fractions and Decimals</li> <li>IV. Computation               <ul style="list-style-type: none"> <li>A. Multiplication</li> <li>B. Division</li> </ul> </li> </ul>

- C. Solving problems and equations
- V. Measurement
- VI. Geometry
- VII. Probability and Statistics
- VIII. Pre-Algebra

### **Sixth Grade Math**

- I. Numbers and Number sense
- II. Ratio, percent, and proportion
- III. Computation
  - A. Multiplication, Division, Solving problems and equations
- IV. Measurement and Geometry
- V. Geoleg Geometry
- VI. Probability and Statistics
- VII. Pre-Algebra

### **Seventh Grade Math**

- I. Pre –Algebra
  - A. Linear applications and proportionality
  - B. Polynomial arithmetic
  - C. Equivalent equations and inequalities
  - D. Integer exponents
- II. Geometry
  - A. Geoleg Geometry
- III. Probability and Statistics

### **Eighth Grade Math**

- I. Algebra
  - A. Properties of the real numbers
  - B. Relations, functions, and Graphs
  - C. Linear Equations and Functions
  - D. Arithmetic of Rational expression
  - E. Quadratic Equations and Functions
- II. Geometry
  - A. Analytic Geometry
  - B. Introduction to Trigonometry
  - C. Triangles and Proofs
  - D. Geoleg Geometry

### **Kindergarten Science**

- I. Plants and Plant Growth
- II. Animals and their needs
- III. Dissection Lab
- IV. The human body
- V. Introduction to magnetism
- VI. Seasons and weather
- VII. Taking care of the earth



VIII. Science biographies
<b>First Grade Science</b>
I. Living Things and their environments II. The Human Body III. Matter IV. Properties of Matter: Measurement V. Introduction to Electricity VI. Astronomy VII. The Earth VIII. Science Biographies
<b>Second Grade Science</b>
I. Cycles in Nature <ul style="list-style-type: none"> <li>A. Seasonal Cycles</li> <li>B. Life Cycles</li> <li>C. The water cycle</li> </ul> II. Insects III. The human body IV. Magnetism V. Simple Machines VI. Science Biographies
<b>Third Grade Science</b>
I. Introduction to classification of animals II. The Human body III. Light and optics IV. Sound V. Ecology VI. Astronomy VII. Science biographies
<b>Fourth Grade Science</b>
I. The Human body II. Chemistry: Basic Terms and concepts <ul style="list-style-type: none"> <li>A. Atoms</li> <li>B. Properties of matter</li> <li>C. Elements</li> <li>D. Solutions</li> </ul> III. Electricity IV. Geology: the Earth and its changes

V. Science biographies
<b>Fifth Grade Science</b>
I. Classifying Living Things II. Cells: Structures and Processes III. Plant Structures and Processes IV. Life cycles and Reproduction V. The Human Body VI. Chemistry: Matter and Change
<b>Sixth Grade Science</b>
I. Plate Tectonics II. Oceans III. Astronomy: Gravity, stars, and galaxies IV. Energy, Heat, and Energy transfer A. Energy, Heat, Physical Change: Energy Transfer V. The Human body: lymphatic and immune systems VI. Science biographies
<b>Seventh Grade Science</b>
I. Atomic Structure II. Chemical bonds and reactions III. Cell division and genetics IV. History of the Earth and life forms A. Paleontology B. Geologic time V. Science biographies
<b>Eighth Grade Science</b>
VI. Physics VII. Electricity and magnetism VIII. Electromagnetic radiation and light IX. Sound waves X. Chemistry of food and respiration XI. Science biographies

## **SECONDARY COLLEGE CREDIT**

JCA, pending charter approval, will offer concurrent credit classes with The University of Central Arkansas. The following is a sample of concurrent credit classes that will be offered on the campus of JCA during the regular school day.

2300 Art Appreciation, 1400 Biology for General Education  
 1300 Introduction to Computing, 1310 World History I  
 1320 World History II, 1320 Concepts of Lifetime Health and Fitness  
 1390 College Algebra, 1300 Music Appreciation  
 1301 Philosophy for Living, 1400 Physical Science for General Education  
 1330 United States Government and Politics, 1300 General Psychology  
 1300 Principles of Sociology, 1300 Basic Oral Communication  
 2300 Theatre Appreciation, 1310 Into to College Writing

## **SECONDARY SCIENCE LEVEL**

Jacksonville Charter Academy believes as a philosophy that science empowers students to understand our world and how it works. Science, therefore, is the key that opens the doors that help students discover their own unique and important gifts. Their gifts must then be used to benefit the school community and the community at large. What characterizes and makes our science courses unique at the high school level is our approach of:

(i) Requiring every student to take at least four years of science. (ii) Exposing a large number of students to the study of physics, one of the best indicators of student success in college science courses. (iii) Involving all students in an annual School-Wide Science Fair, which in turn prepares many for outside competitions held locally and statewide. (iv) Each classroom will have multiple computers in each classroom for in class research. (v) Providing classes in research methodology. These offer students a chance to start and continue on the road to mastering the intricacies of scientific research.

## **SECONDARY LEVEL MATHEMATICS**

Accepted as a philosophy that “all children can learn,” Jacksonville Charter Academy will not track students into large groups, but will instead provide individualized tutoring, small group work and extra practices for those students who need more time to master complex concepts.

According to the National Council of Mathematics Teachers, a shift is needed from traditional ‘paper and pencil’ approaches which emphasize computation and rote learning to an approach which emphasizes increasing mathematical insight, reasoning, and problem solving skills. Jacksonville Charter Academy will focus on creating a developmentally appropriate math curriculum where children are encouraged to understand the conceptual bases and quantitative analysis of mathematical relations. Jacksonville Charter Academy believes that the logical thought processes of mathematics are necessary to the development of critical thinking. Through exposure to the basic courses, students not only attain the computational skills needed for everyday life but also develop their ability to think clearly and to present their thoughts in a precise, well-organized fashion. The program will be flexible in that it satisfies the needs of students who are not particularly mathematically oriented, while providing the challenge and interest necessary for those who want a sound mathematical background on which to base further study.

## **SECONDARY LEVEL ENGLISH LANGUAGE ARTS**

Sample course offerings for secondary level English Language Arts:

English I, Oral Communications, Advanced Writing Concepts

College Level Speech Communications, Drama

English II, English III, English IV

## **SECONDARY LEVEL SOCIAL STUDIES**

Sample course offerings for secondary level Social Studies:

American History, World History, Civics/Government, Arkansas History, 20<sup>th</sup> Century America I & II.

## **SECONDARY LEVEL FINE ARTS**

This Fine Arts emphasizes the process of creation, through which students may experience their growth and development immediately and directly. Visual art, music and movement are integrated into everything and also taught as separate ways of seeing and being aware.

### **Grade 9**

Students will develop a presentation in one or more of the arts in terms of historical, social, cultural, critical and aesthetic parameters. While doing so, they will take advantage of current and available technological advances and provide information about their development as artists and creative and critical thinkers. Moreover, they will examine the arts from a point in history to discover how art forms interacted with each other and with the social, political, spiritual, environmental, and economic issues of the time.

### **Grade 10**

Students will focus on recurring ideological themes, images or symbols used in works of arts, and critique the facts playing a role in their continuing presence. Students will express their ideas about a concept or problem

and propose multiple solutions/technologies and evaluate the effectiveness of each solution. Students will apply what they learn in class to real life.

#### **Grade 11**

Students will learn how to create or perform a body of work that contains and reflects exploration, experimentation and development. Students will gain the ability to express their own ideas about a work of art in terms of existing and recurring ideological themes, images, symbols, styles, and technologies. Students will be able to judge a local arts event, work, structure, organization, and institution in terms of artistic, economic, social and environmental aspects.

#### **Grade 12**

Students will gain advanced skills of creative and critical thinking and the individual contribution to art forms by presenting a public exhibition or performance of personal work. Students will study social, cultural, economics, political and environmental issues surrounding public art. Students will analyze the relationships among community values, local artistic expression, and funding for the arts.

The following is a sample course offerings for secondary level Fine Arts:

### **PHYSICAL EDUCATION**

#### **Grades K – 5**

Physical education program at these levels focuses on demonstrating competency in motor skills and understanding of movement concepts, principles, strategies, and tactics as they apply to the learning and performance of physical activities. Students will learn to demonstrate an understanding of the importance and health benefits of participating in lifetime sports and recreation.

#### **Grades 6, 7, and 8**

Physical education program at this level focuses on sports related activities and physical fitness. Students will be exposed to a variety of team and individual experiences. They will also be assisted in their social and emotional development. The primary purpose of physical education is to promote a healthy life style, develop motor skills, and develop a positive attitude toward physical fitness.

### **SECONDARY LEVEL PHYSICAL EDUCATION**

#### **Grades 9 -12**

This course demonstrates understanding and respect for difference among people in physical activity settings. Students will understand that physical activity provides opportunities for enjoyment, challenge, self expression and social interaction. Students will respect the role that regular physical activity provides in the pursuit of life-long health and well-being. Through this course students will understand and develop fitness skills that can be used throughout their lives.

### **HEALTH EDUCATION**

#### **Grades K – 5**

Health Education offers students an opportunity to acquire knowledge, practice skills, and develop attitudes that can benefit them throughout life. Building a solid foundation of good decision-making skills can contribute to a variety of healthy choices for self and others. Students will learn ways to improve mental health and manage stress. Strategies will be developed for appropriately and safely expressing emotions and students will understand the range of emotions, including extremes.

#### **Grades 6, 7, and 8**

It is known that many lifelong practices and habits are learned and acquired during childhood and youth. These growing and developing years are extremely important to the establishment of sound health practices.

### **FOREIGN LANGUAGE (SPANISH)**

JCA will offer Spanish course beginning in the 4<sup>th</sup> grade. Students will be required to take Spanish from fourth grade through eighth grade.

### **Jacksonville Charter Academy High School Spanish Credits:**

**SPANISH I** (grade 7 & 8): This course will emphasize improving the speaking and writing skills of students and on using language colloquially and creatively. Emphasis will also be placed on expanding reading selections, studying Hispanic culture, and exploring Spanish as a career tool.

**SPANISH II & III** (grade 9 & 10): This course will build on the curriculum of the previous taken Spanish and will include a comprehensive grammar review and expansion of oral proficiency.

### **COMPUTER SCIENCE**

**COMPUTER LITERACY:** This course will be designed to meet the requirements for graduation in computer education. It will provide an awareness of what computers are and the ethical and historical aspects of computing. Students will have “hands on” experience with applications in word-processing, spreadsheet and database programs. Some classes will be lecture and some will be laboratory-based classes. Quizzes, tests and computer-based exercises and projects will form the basis of students’ grades.

**COMPUTER APPLICATION:** This course will focus on teaching students to use computers and computer software. They will be introduced to the uses of word processors, spreadsheets, and data management systems at the level required for home and school use. By the end of the course, students will have set up a work sheet model from a spreadsheet package, designed a format for a data base, entered data, and written a report using a data management system. Students will use the word processor to write letters and resumes and will also learn to evaluate software of various kinds and learn the workings of a PC.

**MULTIMEDIA:** Available for student interested in learning to use a variety of multi-media tools. During the first quarter, instruction will be given in programs such as HyperCard, Hyper studio, Adobe PhotoShop, Amazing Animation, and Quick Time.

Steps in the development of the project include: Identifying the goals of the project, conducting a needs assessment, preparing an analysis and designing the product, producing the project, conducting formative evaluations throughout the development process, presenting the project to a panel for final evaluation.

**DESKTOP PUBLISHING:** This course will provide students with considerable “hand-on” computer experience using PageMaker on PC or Apple Mac computers. The discussion of design concepts will be integrated with the description of how to use PageMaker.

### **7. List the specific measurable goals in reading, reading comprehension, mathematics, and mathematics reasoning based on the state mandated assessments, and any other assessment tools if used, for improving student academic achievement for each year of the charter schools’ initial five(5) year period.**

The Academy will use multiple methods in assessing the needs of our students’ core academic skills.

Assessment of individual student performance will be based on using combination of the following.

- Standardized assessments (i.e., ACTAAP)
- CHUNK Test
- Regular School wide Mock Exams for English and Mathematics
- Criterion referenced assessments
- Students demonstration of work
- Traditional grading system, behavioral indicators

In addition to the indicators set by the state accountability rating system, Jacksonville Charter Academy expects its students to achieve the goals given in the tables below.

**Table 7.1: Academic Goals and Measurable School Performance Objectives**

<b>Academic Goals</b>	<b>Assessment Tools</b>
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Students will demonstrate a proficient in reading and writing (Read and write at or above grade level)	School assessments, Arkansas Benchmark Exam, competitions such as Spelling Bee, Scholastic Writing Contest
Student proficiency and achievement in writing will improve	Arkansas Benchmark, School assessments, Monthly School wide Mock Tests school, Performance on daily practice activities
Student proficiency and achievement in writing will improve	Arkansas Benchmark, School assessments, Monthly School wide Mock Tests school, writing assignments, Creative Writing class
Students will demonstrate proficiency in Math	Arkansas Benchmark, School assessments, Monthly School wide Mock Tests school, End of Course Algebra I, Geometry, Algebra 2, Math Counts, AMC
Students will demonstrate proficiency in Science	Participate in Intel Science and Engineering Fair, state fair, regional fairs. Attend Science Olympiads at international, national and regional levels.
Students will demonstrate mastery of leadership skills	Presentation skills, surveys, meeting facilitation, action plans, journals, portfolios, conflict resolution, diversity sensitivity, and personal leadership qualities
Students will develop computer skills for research, online homework and tutoring	Demonstrate mastery in technology, e.g. software, computer languages. Online portfolio for high school students.
Ensure that each student gains an understanding of his/her learning style	Results of learning style inventory leading to improved achievement, self-assessment, individual and group projects, surveys and consulting
Achieve a steady increase in community involvement	Art exhibit, science exhibit, and volunteering in community activities
Ensure each student desiring to attend college is accepted to a highly recognized post-secondary institution	PLAN, ACT, EXPLORE, Residual ACT
Ensure each student develops life-long learning skills	Self-assessment, goal-setting, critical thinking, information processing, problem solving, effective communication, collaboration and

	cooperation, self-discipline, and creative expression
Weekly Tutoring	Fridays there will be set aside enrichment time intended to support those students who are below proficient up to and beyond standard. This will also be a time for those that are above standard to progress to higher levels.

**8. Describe the process that will be used to develop and align the curriculum with the Arkansas Curriculum Frameworks.**

The Dean of Curriculum will work with faculty under the supervision of the head of the school to ensure curriculum alignments with the state frameworks and ensure it is taught effectively to students.

Goals, objectives, and content in all subject areas and grade levels under the Arkansas Curriculum Frameworks established by ADE will be followed. The school embraces all the state's goals and objectives related to curriculum. Educational programs mirror and support the state's aims through:

- Maintaining updated information provided by ADE related to the curriculum requirements.
- Requiring curriculum for each content area and grade level that is consistent with the Arkansas Curriculum Frameworks.
- Selecting textbooks and other instructional materials that are aligned to the ADE curriculum frameworks.
- Ensuring rigor in the school's curriculum.
- Articulating to the parents, students and others in the community what students should know and be able to do at each grade level.
- Ensuring that knowledge and skills meet the learning needs of all students.
- Providing professional development to teachers and others related to the state curriculum frameworks.
- Ensuring student assessment measures are aligned with the Arkansas Curriculum Frameworks.
- Aiming student proficiency in state mandated tests, i.e. benchmark tests, end-of-course tests.

The curriculum of the school will combine innovative teaching methods with student-based curriculum in an interdisciplinary and collaborative classroom environment. Project and service based learning, individualized attention to each student's educational needs, and a rigorous process of assessment and evaluation will be emphasized.

Student-based curriculum will give priorities to the students' interests. The teacher's role is to guide these interests and to provide skills and tools, as they are needed. The teacher, an expert in his/her discipline of study, guides student interests in that discipline, finding opportunities for demonstrating relevance by asking essential questions, questions of relevance to the students' lives, questions that are worthy of the effort to think, questions whose answers might make a difference in the world. Student-based curriculum is best taught through interdisciplinary project based learning.

While the daily lesson plans of a scripted curriculum may provide a series of activities, no scripted curriculum can reflect the needs, interests and varied skill levels of an individual class of students. Student-centered curricula are not a set of textbooks and teacher-proof lesson plans. The student-centered curriculum calls on commitment from teachers and students to go beyond "chapter one and the summary questions." An effective curriculum provides a forum for thinking, calling on teachers to facilitate the students' desire to learn how to think about the world, how to assess information, how to integrate new knowledge into what they have learned and experienced, and how to become a contributing member of society.

These interdisciplinary projects will allow for preparing the student for real-world challenges, connecting the core subjects rather than segmenting them. The ability to read is the key to knowledge; the ability to perform math is the key to analyzing that knowledge; the ability to speak, listen and write are the keys for clarifying and sharing new knowledge. English/Language Arts and math skills support all disciplines, providing a vehicle for examining scientific and social problems. When these interdisciplinary projects are supported through service learning, a method of connecting service to the curriculum and fostering growth through reflection, school becomes the student's vehicle for becoming a contributing member of society.

The academic staff including teachers will pay close attention to the sequence of courses taken and place the students in courses in a rational order based on the cumulative nature of certain core subjects. Using Arkansas Curriculum Frameworks as a foundation, teachers will develop curricula for each course that meets all the objectives through written assignments, projects, group discussions, formal instruction, peer tutoring, or computer assignments. Many resources will be used such as state-adopted textbooks, other educational materials, teacher created lessons, and educational software systems. These and other resources will be utilized from a comprehensive vantage point.

The curriculum of the school will be comprehensive and broad in scope. An ongoing review and analysis process of all aspects of the curriculum ensures that students are always afforded a challenging program. The sequence of all program courses is matched with the local school district program offerings, thereby enabling students a smooth transition into and out of the school as well as to the local school districts. The district awards course credit as prescribed by local and ADE requirements and regulations.

The sequence of the courses related with the curriculum for each grade level in the school will be as follows: Within each subject area, teachers will align curriculum based on the Arkansas Curriculum Frameworks, textbook guides, learning activities and other materials that add interest to the classes. This curriculum will include resources such as basal, projects, discussions and activities, group or peer tutoring, software support, and teacher-led instruction. Those methods will ensure that students of all skill levels and learning styles will be reached. Mastery of the objectives is tracked through tests, presentations, discussions and successful completion of the assignments. Over several years, the school will comply with all changes in Arkansas Curriculum Frameworks and the state assessment to satisfy appropriate requirements.

**9. Describe the geographical area served by the charter, and list all school districts within the geographical area that may be affected by the open-enrollment charter.**

The charter school will be in the Pulaski County Special School District.

Geographic Area is Jacksonville in Pulaski County.

Race		Race	
Hispanic/Latino:		Hawaiian/Pacific	
White		Islander	0.1%
Black		Other	0.1%
Native American		Multiracial	2.1%
		Asian	1.6%

**10. Describe the plan for the school officials to proved an annual report to parents, the community, and the State Board of Education that demonstrates the progress made by the charter school during any previous academic year in meeting its academic performance objectives. (See Standards for Accreditation, Section II. Goals and Administration of Arkansas Schools, B. School District Goals, Number 2.)**

JCA will provide and publish, in a newspaper with general circulation in the district before November 15 of each school year, a report to the public, School Board, and educational partners detailing progress toward accomplishing program goals, accreditation standards, and proposals to correct deficiencies. Jacksonville



Charter Academy will also distribute the copies reports to the parents. In addition, Jacksonville Charter Academy will publish the annual report in its website.

**11. Describe the enrollment criteria and student admission, recruitment and selection processes for the proposed charter school. Include a statement that a random, anonymous student selection method will be utilized in the event that more students apply for admission to the charter school than can be accommodated under the terms of the charter, except as allowed for in Code Ann. §6-23-306(14)C.**

Information about Jacksonville Charter Academy and its program will be disseminated throughout the city via flyers, bulletins, media, mailings. This process will also include outreach to parents, teachers, pediatricians, counselors, social service agencies, churches, and other youth advocates. Recruitment will be done one or more of the following methods: *Public Direct Mail:* Community and prospectus parents will be mailed fliers and brochures about schools and enrollment deadlines. *Newspaper Advertising:* Ads will be placed to local newspapers.

Applicants who wish to attend Jacksonville Charter Academy will submit a completed application packet no later than the admissions closing date preceding the start of the school year. The student enrollment calendar for each school year will be announced on the school web site. There may be also online applications during enrollment period. The admissions closing date will be April 15 for the first year of operation. If the number of applicants exceeds the maximum enrollment number decided by the Win 1 Reach 1 , the school shall use a lottery selection as a basis for admission. If a lottery is required, each student will be assigned a number, and numbers will be selected at random by drawing by the director. A waiting list will be generated for future vacant spaces.

Every single policy described above is a step to be taken towards our mission without making any form of discrimination among applicants. Every individual applicant will be given equal opportunity in the admissions process. Jacksonville Charter Academy emphasizes that if the number of new applicants exceeds the maximum enrollment number, any eligible applicant will be accepted on a lottery basis, regardless of race, color, national origin, religion, sex, ethnicity, sexual orientation, mental or physical disability, age, ancestry, or athletic performance. We welcome all eligible applicants, since our final goal is nothing but to educate our citizens and we believe that all citizens are of equal value and deserving the best education possible.

**12. Summarize the job descriptions of the school director and other key personnel. Specify the qualifications to be met by professional employees (administrators, teachers, counselors, etc.) of the program. List the types of administrative positions, teaching positions, and support positions and how many of each.**

Administrative staff will be added as the enrollment increases and the budget will sustain the additional personnel. The classroom teachers and other instructional staff will possess a minimum of a bachelor's degree from an accredited college or university in the primary field they will teach. They will be encouraged to seek Arkansas Teacher's Certification during employment. It is anticipated that all the teaching staff will be experts in the field of learning and will provide evidence of success with experience in the field. Exceptions would be made with Superintendent/Director recommendation and approval of the Board when a degreed person is not available for employment and the educational process could be adversely affected.

**CEO/SUPERINTENDENT/HEAD OF SCHOOL (1):**

**Duties:**

He/she will play a dual role of educational leader and a chief executive officer of the charter while implementing policies set by the board of directors. Assume administrative responsibility for the planning, operation, supervision, and evaluation of the education programs, services, facilities of the charter, and for the annual evaluations of the charter staff. Demonstrate use of productive and efficient skills to raise community and parent involvement.

**Skills:**

- Knowledge of school law, finance, and curriculum.
- Able to manage budget and personnel.
- Organizational, communication, public relations, and interpersonal skills.

**Dean of School :** The Dean of the School shall operate as chief operating subordinates to the Superintendent/Director in orchestrating program and service delivery to students through teaching and auxiliary staff. Build common vision for school improvement with staff. Direct planning activities and put programs in place with staff to ensure attainment of school's mission. Develop, maintain, and use information systems and records necessary to show campus progress on performance objectives addressing each Academic Excellence Indicator. assist teachers in implementing such efforts when appropriate. Help students develop a positive behavior through a student discipline management system.

***Skills:***

- Knowledge of school law, finance, and curriculum.
- Able to manage personnel.
- Able to interpret policy, procedures, and data.

**Financial Officer (1):** The Primary Role and Purpose of the Finance Officer is to oversee and maintain the operation of all financial and business affairs of the charter including accounting, payroll, purchasing, and risk management and act as the chief financial advisor to the CEO and charter board.

**(JCA has a prospective candidate that has over 25 years of experience in public school accounting and APSCN ready to start work as soon as charter is granted.)**

***Skills:***

- Applicable knowledge of school finance, budgeting, accounting systems, and economics.
- Effective communication, public relations, and interpersonal skills.
- Knowledge of computers and software to compile spreadsheets, perform data analysis, and do word processing.
- Capable of interpreting policy, procedure, and data.
- Capable of managing budget.
- Expertise with APSCN

<b>Financial Management Policies &amp; Fiscal Controls</b>	<b>Necessary Steps</b>
Ensure all General Ledger entries are current, accurate, and complete	Necessitate timely entries; create support documentation to justify and note authorization of transactions; create audit trail to period reporting statements
Ensure accuracy of financial reports and records	Create monthly trial balance; reconcile general ledger control accounts with subsidiary ledgers
Record cash receipts completely and accurately and prevent diversion of cash assets	Formulate cash flow projection; create cash receipts policies and internal accounting controls
Disburse cash for authorized purposes and record cash disbursements completely and accurately	Create cash disbursement policies to delay checks in order to receive available discounts; use internal accounting controls such as pre-numbered checks; match disbursement records against accounts payable; reconcile bank statements with cash accounts and outstanding checks; create periodic detailed comparison of actual versus budget disbursements
Control use of petty cash for valid transactions	Use internal auditing controls to ensure that petty cash funds are reconciled by employees with responsibilities independent of cash receipts, disbursements, or custody
Ensure proper accounting for prepaid expenses	Use internal accounting controls for preparing and

	updating amortization schedule; reconcile prepaid expenses with the general ledger control account
Ensure grant and contract billing are adequately supported, recorded and reflect the terms and conditions of the grant or contract.	Use an invoicing policy and format that ensures preparation of invoices based on contract agreement dates and funding sources; segregate unallowable costs; verify services performed before processing invoices

**TEACHERS:** Teachers have the primary responsibility of service delivery to students through instruction and example. A teacher shall: Provide classroom (or, in the case of coaches, athletic) instruction as prescribed by the Administration. This may also include conducting field trips and other extra-classroom activities needed to provide a well-rounded and high-quality education to students. Prepare and execute effective lesson plans that support the learning, are appropriate to the student's maturity level, and that promote a genuine interest in the subject matter, helping the student relate lessons to his or her own life. Monitor student progress by approved assessment instruments so that steps can be taken insure that each student is mastering required materiel. When necessary, consult with parents concerning student gifts or challenges, recommending steps to augment and accelerate the student's academic progress. Keep accurate daily attendance records and report them to the front office. Maintain control of the classroom at all times to insure the safety and well being of each student. Participate in staff training and development activities. It will be at the discretion of the Head of the School to award the appropriate number of years of experience to a prospective teaching candidate transitioning from another profession. The faculty salary will cover the following: full day, three parent evening during the school year; three days following the school year, and twelve days prior to the beginning of the school year. Faculty will be evaluated by the Head of the School.

**SPECIAL EDUCATION TEACHER:** Provide special education students with appropriate learning activities and experiences that will enable them to fulfill their potential for intellectual, emotional, physical and social growth. Develop student ability level instructional materials through modified curriculum and prepared lesson plans. Conduct work in self-contained, team, departmental or itinerant capacity as necessary. Work in conjunction with students, parents and other members of staff to develop IEPs.

**COUNSELOR (1):** Develop, implement, and assess a comprehensive guidance program for the charter including counseling services. Promote a guidance program that shows students how their personal growth and development can be maximized.

**Skills:**

- Working knowledge of counseling procedures, student appraisal and career development.
- Superior organizational, communication and interpersonal skills.
- Capable of instructing students and managing their behavior.

**NURSE (1):** Ensure complete health services program for charter. Provide students with health services. Incorporate students into health education program and teach preventative health practices.

**Skills:**

- Ability to evaluate students to identify health defects.

**Registrar:** The Arkansas Public School Computer Network (APSCN) reporting coordinator may be a full time employee who also functions as the Registrar. He will be required to have at least a high school diploma. A person who has previously worked as APSCN coordinator will be preferred.

**(JCA has a prospective candidate with Arkansas charter school experience ready to start as soon as charter is granted.)**

**13. Explain how the school will conduct its business office, with what personnel, and describe the process by which the governance structure of the school will adopt an annual budget.**

Jacksonville Charter Academy will develop stage-by-stage student increase which means the number of students (340 in the inaugural year) will increase gradually by expanding the classes served each and every year until the capacity of 700 students is reached. This will enable us to have a well maintained and healthy development. State funding will be increased in parallel to the school's development. Moreover, those grants which are designed to help the public schools will also help us in coping with expenditures resulting from school growth.

The sponsoring entity of Jacksonville Charter Academy will set up a sub-committee to reach out to the community using flyers and brochures as well as through media coverage in Jacksonville area. The sponsoring entity, Jacksonville Charter Academy has already made public announcements through a local newspaper and will continue to make a public notice for a meeting when Jacksonville Charter Academy will be opened.

Jacksonville Charter Academy directors will hold open house meetings for parents of school age children in the city of Jacksonville to promote the school's mission and philosophy and discuss educational plans for perspective students.

**Financial Management:** To raise the start-up funding several grant applications will be made and the preparations of these grants are already in progress. The Governing Board members will make personal donations to fund the start-up of the school and will try to collect funds from potential donors. The foundation will work with the Arkansas Community Foundation Endowment to invest the funds for the foundation.

JCA has started an account with the Arkansas Community Foundation to build a endowment fund for the school.

The basic source of the Jacksonville Charter Academy's revenue is the estimated State Aid calculated based on Average Daily Membership (ADM). We assume that the possible state aid per student will be \$5,780.00.

Other sources of the Jacksonville Charter Academy revenue will be state general-purpose aid programs, funds from the Federal Title I, II, IV, and V compensatory aid program, federal funds for child nutrition, grants from the Federal government's charter school grant program, grants and donations from local charitable foundations.

The expenditures are projected as follows. The school's budget focuses the majority of its funds on staff, but does so in keeping with the school's design principles. The staff salary fund may include insurance, TRS and Medicare.

As circumstances change and when figures become available, a sub-committee and the school's treasurer are going to prepare a report for the Board of Jacksonville Charter Academy. The report is going to help us to adjust the difference between the planned and projected budget.

#### **FINANCIAL RECORDS**

Jacksonville Charter Academy will hire a Chief Financial Officer to conduct the following duties:

**Account Payable Services:** Check writing, posting account records, preparation year end report including 1099

**Payroll:** Check writing, preparation payroll tax deposits, electronic deposits, preparation of required state and federal payroll tax reports, preparation W-2 forms

**General Accounting:** Maintenance of all financial records, bank reconciliation, preparation monthly financial statements

**Budgeting and Forecasting:** Preparation annual budget, projection of future state revenue, assistance in the preparation cash flow projection

**APSCN:** Preparation of the APSCN submission file for budget and data submission, maintenance of the financial records accordance of APSCN codes

**Federal Funds and Grants:** Maintenance of accurate records on all Federal funds and grants, monitor level of spending, electronic file request for funds

Jacksonville Charter Academy will also be responsible for keeping copies of all documents and records. For the disposition of equipment, materials, supplies, facilities and an inventory system to maintain all the fixed assets in the school

**Fixed Assets:** Fixed Assets are defined as “assets with a life greater than a year and with a value of at least (\$1000).”

**Plan For Purchasing Fixed Assets:** Purchase orders will be approved by two signatures: The Finance Officer and the Dean or Director.

A purchase order will be forwarded to a vendor for purchase of the asset. The equipment will be received at the school by another individual other than the person originating the order. The following process will then be done:

- An asset number will be assigned to the equipment, and property tag will be created and attached to the asset.
- The purchase order will be matched with the original invoice from the vendor for accuracy of price and the number of pieces ordered.

**Disposal of Assets:** The disposal of assets requires the completion of a disposal form which lists the asset, the asset tag number, and the reason why the asset is being disposed.

- The asset tag will be removed from the asset before disposal. After the disposal form has been approved (by signature of Finance Officer or the Dean/Director) the asset can be disposed of.
- The disposal form should then be forwarded to the school treasurer for updating the physical listing.
- A physical inventory of the assets will be conducted at the end of every school year to reconcile the actual assets to the inventory on the books.

**Plan for Purchasing Supplies and Materials:** The Finance Officer will initiate the ordering of basic office supplies. A purchase order will be completed by the Finance Officer for supplies. The signature of the Finance Officer or the Dean is required on the purchase order. The purchase order will then be forwarded to the vendor for processing. The receiving person (i.e., a person other than the Finance Officer) will verify the quantity of supplies. The original invoice will be matched up with the purchase order and will be entered into the computer system for payment upon the terms granted by the vendor.

## **ACCOUNTING**

The School Administrator shall establish and maintain a school fiscal accounting system which conforms with generally accepted accounting principles, the school’s charter and the Arkansas Public School Computer Network (APSCN) data entry standards to the extent the Department of Education determines is necessary to monitor charter school legal compliance. The school shall employ an independent auditing firm to conduct annual audits pursuant to APSCN and Arkansas Department of Education’s Special Supplement to Financial Accounting and Reporting Non-Profit Charter School Chart of Accounts.

## **ACCOUNTING PROCEDURES**

### **1. Preparation of Budget.**

(a) On or before August 31 of each school year, the Superintendent/CEO shall prepare, or cause to be prepared, a proposed budget covering all estimated revenue and proposed expenditures of the Jacksonville Charter Academy for the following fiscal year.

(b) The budget must be prepared according to generally accepted accounting principles; rules adopted by the State Board of Education, and adopted policies of the board of trustees.

### **2. Records and Reports.**

The Superintendent/CEO shall ensure that records are kept and that copies of all budgets, all forms, and all other reports are filed on behalf of the school at the proper times and in the proper offices as required by this code.

### **3. Budget Meeting; Budget Adoption.**

(a) When the budget has been prepared, the president shall call a meeting of the board of trustees, stating that the purpose of the meeting is the adoption of a budget for the succeeding fiscal year.

(b) The president shall provide for the public notice to be given.

(c) The board, at the meeting called for that purpose, shall adopt a budget to cover all expenditures for the Jacksonville Charter Academy for the next succeeding fiscal year. Any constituent of the school may be present and participate in the hearing.

### **4. Filing of Adopted Budget.**

The budget will be reported to ADE.

### **5. Effect of Adopted Budget; Amendments.**

Public funds of the school may not be spent in any manner other than as provided for in the budget adopted by the board, but the board may amend a budget or adopt a supplementary emergency budget to cover necessary unforeseen expenses. Any amendment or supplementary budget must be prepared and filed according to rules adopted by the State Board of Education.

### **6. Accounting System; Report.**

(a) The accounting system will conform with generally accepted accounting principles and will report information for the school as well as the 501 (c) (3). The information and system is subject to review and comment by the state auditor.

(b) A record will be kept of all revenues realized and of all expenditures made during the fiscal year for which a budget is adopted. A report of the revenues and expenditures for the preceding fiscal year shall be filed with the agency on through submission of actual to the ADE.

(c) The school, as part of the report required by this section, to include management, cost accounting, and financial information in a format prescribed by the state board and in a manner sufficient to enable the state board to monitor the funding process and determine educational system costs by school, campus, and program.

### **7. Annual Audit; Report.**

(a) The board shall have the school fiscal accounts audited annually at school expense by a certified or public accountant holding a permit from the Arkansas State Board of Public Accountancy. The audit must be completed following the close of each fiscal year. The independent audit must meet at least the minimum requirements and be in the format prescribed by the State Board of Education, subject to review and comment by the state auditor. The audit shall include an audit of the accuracy of the fiscal information provided by the school through the APSCN reporting system.

(b) Each treasurer receiving or having control of any school fund of any school shall keep a full and separate itemized account with each of the different classes of its school funds coming into the treasurer's hands. The treasurer's records of the school's itemized accounts and records shall be made available to audit.

(c) A copy of the annual audit report, approved by the board of trustees, shall be filed by the school with the agency not later than the 120<sup>th</sup> day after the end of the fiscal year for which the audit was made. If the board declines or refuses to approve its auditor's report, it shall nevertheless file with the agency a copy of the audit report with its statement detailing reasons for failure to approve the report.

The following table outlines the fiscal controls and financial management policies of JCA.

<b>Financial Management Policies and Fiscal Controls</b>	<b>Necessary Steps</b>
Ensure all general ledger entries are current, accurate, and complete	Necessitate timely entries; create support documentation to justify and note authorization of transactions; create audit trail to period reporting statements
Ensure accuracy of financial reports and records	Create monthly trial balance; reconcile general ledger control accounts with subsidiary ledgers
Record cash receipts completely and accurately and prevent diversion of cash assets	Formulate cash flow projections; create cash receipts policies and internal accounting controls

Disburse cash for authorized purposes and record cash disbursements completely and accurately	Create cash disbursement policies to delay checks in order to receive available discounts; use internal accounting controls such as pre-numbered checks; match disbursements records against accounts payable; reconcile bank statements with cash accounts and outstanding checks; create periodic detailed comparisons of actual versus budget disbursements
Control use of petty cash for valid transactions	Use internal auditing controls to ensure that petty cash funds are reconciled by employees with responsibilities independent of cash receipts, disbursements, or custody
Ensure proper accounting for prepaid expenses	Use internal accounting controls for preparing and updating amortization schedule; reconcile prepaid expenses with the general ledger control account
Ensure grant and contract billing are adequately supported, recorded and reflect the terms and conditions of the grant or contract	Use an invoicing policy and format that ensures preparation of invoices based on contract agreement dates and funding sources; segregate unallowable costs; verify services performed before processing invoices

### **PURCHASES and CONTRACTS**

**Purchasing Contracts:** All school contracts, except contracts for the purchase of produce, vehicle fuel, or professional services valued at \$25,000 or more in the aggregate for each 12 – month period shall be made by the method, of the following methods, that provides the best value to the school: a) competitive bidding through telephone requests or through a project manager b) a request for proposals; c) an inter-local contract; d) a design/build contract.

These rules do not apply to fees received for professional services rendered, including architect's fees, attorney's fees, educational service fees, and fees for fiscal agents. When a public bid is requested by the Board or required by Federal law, notice of the time by when and place where the bids or proposals, or the responses to a request for qualifications, will be received shall be published in the county in which the school's administrative office is located, once a week for at least two weeks before the deadline for receiving bids, proposals, or responses to a request for qualifications; except that on contracts involving less than \$25,000, the advertising may be limited to two successive issues of any newspaper published in the county in which the school's administrative office is located, and if there is not a newspaper in that county, the advertising shall be published in a newspaper in the county nearest the county seat of the county in which the school's central administrative office is located. The Board may at anytime revise the contract amount in such cases that the cost of advertising is causing distress to the educational programs except in the case where Federal law supersedes the power of the Board. The school may obtain competitive bids through a process as directed by the state or Superintendent/Director. All unrestricted funds exceeding \$25,000 shall be presented to the Board for review.

The school will maintain adequate documentation to support detailed financial transactions. The Charter School shall insure that financial management standards are:

- accurate, current, and complete disclosure of the financial results of each program;
- accounting records which identify the source and use of funds;
- effective control and accountability for all funds, property, and other assets;
- comparison of expenditures with budget amounts for each grant;

- source documentation to support accounting records such as canceled checks, paid bills, payrolls, time and attendance records, contract and grant award documents;
- procedures to minimize the time elapsing between receipt of funds and disbursement of funds.

**14. Describe the manner in which an annual audit of the financial and programmatic operations of the school will be conducted.**

The School Board will require that an audit of all accounts of the School be made annually by the Division of Legislative Audit or an independent, certified public accountant. The Jacksonville Charter Academy will hire an auditor to check all the financial records accordance with the provisions of the Arkansas Public school audit laws. Additionally, the audit examination will be conducted in accordance with generally-accepted, auditing standards and shall include all funds over which the Governing Board has direct and supervisory control.

The Superintendent/Director will be responsible for overseeing bookkeeping and financial records. In addition the Superintendent/Director will submit the audit reports, along with accompanying comments and recommendations, to be reviewed at the first regularly scheduled school board meeting following receipt of the audit report. If the audit report is received by the school board within ten (10) days before a regularly scheduled meeting, the audit report will be reviewed at the next regularly scheduled meeting.

The Superintendent/Director will also be responsible obtaining and submitting the audit statements of the financial condition of the Academy within the 18 months following the close of each fiscal year to the Arkansas Department of Education. The Superintendent/Director shall ensure that financial management standards are:

- a. accurate, current, and complete disclosure of the financial results of each program;
- b. according to the accounting records which identify the source and use of funds.

The Superintendent will be responsible providing additional programs reports (i.e. Attendance, Drop-out, and School Safety, Curriculum, Educational Program) to the Department of Education & Foundation Board regularly or upon request. The Superintendent/Director shall also be responsible disseminating required data to the parents and the community.

**15. Provide a statement that the charter school will participate in the Arkansas Public Computer Network for reporting education data, as required by state statute or by State Board of Education rule.**

Jacksonville Charter Academy will participate in the Arkansas Public School Computer Network for reporting education data as required by state statute. Jacksonville Charter Academy will submit education data in the format as required by the state statute or by the State Board of Education rule.

**16. Describe the facilities to be used. Give the present use of the facility and use for the past three (3) years...**

Jacksonville Charter Academy will rent the building in which the Pulaski County Special School District is serving. The building was used by Wal-Mart for their business and it is an empty building for the last 8 years approximately.

This building currently

- has approximately 125,000 square feet of space,
- is handicapped accessible,
- has adequate parking for more than 300 vehicles,
- is in compliance with state and federal regulations,

The building will be in compliance with all state and federal regulations for accessibility requirements for individuals with the Americans with Disabilities Act and Individuals with Disabilities Education Act (IDEA).

In addition, Win 1 Reach 1 will ensure that the building is in compliance with all state and federal regulations, regarding keeping facilities maintained, clean, and in compliance with regulations governing asbestos control and hazardous chemicals.



See attached copy of the agreement, signed by the entity operating the facility.

The owner(s) of the building is not related to the members of the Win 1 Reach 1 in any way.

**17. Describe the manner in which the school will make provisions for the following student services:**

**A) Guidance Program B) Health Services C) Media Center D) Transportation E) Food Services F) Special Education G) Alternative Education H) Gifted and Talented Program**

**Please note that under federal guidelines students with disabilities shall be provided specific services and all aspects of IDEA apply. The charter school cannot waive the responsibility of providing services for students with disabilities.**

**A) Guidance Program:** JCA will provide a developmentally appropriate guidance program to aid students in educational, personal/social, and career development. Supportive personnel and appropriate facilities will be provided to ensure effective counseling to meet individual needs of students. **B) Health Services:**

Jacksonville Charter Academy will offer a health services program under the direction of qualified personnel, which is a nurse licensed to practice in accordance with current Professional Standards of School Nursing Practice, as stated by the Arkansas State Board of Nursing. The program will include identification, assessment, planning, intervention and evaluation of student health concerns; screening, referral, and follow-up procedures for all students. Materials and equipment necessary for program (i.e. vision and hearing screening) will be obtained. JCA health services program will provide and maintain current health records for all students in accordance with guidelines. Proper measures will be taken in order to ensure the safety of our students and to protect against injuries which may occur in or on the school facilities or site. **C) Media Center:**

JCA will budget and spend sufficient resources for purchasing and maintaining an appropriate, current media collection. In acquisition of instructional materials, a process to provide input from teachers, parents, and students will be implemented. Jacksonville Charter Academy will obtain specified number of books and employ a half-time library/media specialist. **D) Transportation** will not be provided. Families will provide their own transportation through carpooling, or public transportation.

**E) Food Services:** JCA may have an agreement with a private company (until the school can self operate) to provide food services that will be in compliance with all federal, state, and local health requirements. **F) Special Education:** special needs students will have access to programs that meet the criteria for their identified Individualized Education Program and will receive services in the least restrictive environment that meets their needs.

**Child Find:** Jacksonville Charter Academy is planned to support and enhance the social and emotional functioning of all its students, as well as their academic growth. It will provide a learning environment that promotes a strong sense of self and community that fosters positive relationships among peers and staff and practices effective communication and peaceful conflict resolution. Its small size will allow for personal relationships among students, staff, administration, and families, ensuring that no student ever 'falls between the cracks'.

The staff will assess each student upon entering school to determine his or her particular learning style, academic strengths and weaknesses. The staff will also conduct a student and parent interview. They will review records from previous schools, along with any relevant evaluations, from schools and/or other agencies to insure that any previous special needs will be addressed as well as identify needs which had previously been left unidentified.

**Confidentiality:** JCA understands that student records are private and Jacksonville Charter Academy must obtain parental consent before showing the records to anyone not involved in their student's education. All

employees will be required to sign confidentiality agreements. Each student's folder will contain a checkout record showing who reviewed the files and the date of each review.

***Procedural Safeguards:*** Jacksonville Charter Academy will follow the required procedures, informing parents of their rights and giving them a copy of the procedural safeguards each time there is any correspondence or any meeting is held, in addition to adhering to those specific procedural safeguards as described in IDEA. Examples of how Jacksonville Charter Academy will comply with these procedural safeguards includes the following: Jacksonville Charter Academy will give parents proper and specific notice (written notice at least 5 school days prior to meeting) and consent will be obtained, prior to holding IEP committee meetings to make decisions such as whether the student has a disability, whether an assessment is needed, or changing the individual education plan (IEP) in any way.

***Notice of IEP Meetings:*** Once a comprehensive individual assessment shows that a student has a disability and is eligible for services under IDEA, the student's parents become a member of the child's IEP committee made up of the student's parents and school staff who meet at least annually to decide whether or not the student has an eligible disability and what special education and related services will be provided. All required members of the IEP will be present: the parent, the regular educator, the special educator, the school administrator, and the assessment professional when assessment is discussed. Other members as required will be present, the student when appropriate, and other related service personnel or individuals which the parent or school deem appropriate to be present. The school will give written notice to the parents at least five schooldays before the IEP meeting. This notice will include the purpose, time and place of the IEP meeting and a list of people attending.

***Assessment of Children to determine eligibility:*** If the comprehensive individual assessment shows that a student has one or more of the following conditions, he or she will be eligible to receive special education services under the Individuals with Disabilities Education Act (IDEA): Physical Disability, Auditory Impairment, Visual Impairment, Deaf-Blind, Mental Retardation, Emotional Disturbance, Learning Disability, Speech Impairment, Autism, Multiple Disabilities, and Traumatic Brain Injury.

***Development and Implementation of the Individual Educational Plan (IEP):*** The IEP committee will develop an Individual Educational Plan (IEP) based on the Comprehensive Individual Assessment of the student. This plan will contain annual goals in each area of need as well as the objectives the students should take to reach each goal. The IEP will state what special education and related services Jacksonville Charter Academy will provide, and when and where those services will be provided. The IEP will be reviewed and revised at least every year.

***Transition and Planning:*** An Individualized Transition Plan (ITP) for each student age 16 and over receiving special education services will be developed. Students and parents will assist in the development of the ITP, and some or all of it should become a part of the student's IEP that is specifically designed to provide appropriate interventions, such as but not limited to the following: **1.** Tutoring, **2.** Counseling, **3.** Mentoring, **4.** Apprenticeship programs, and **5.** Family outreach. Family involvement is recognized as a crucial factor in school success. Jacksonville Charter Academy will try to provide the financial resources that will allow for creative, individualized approaches to meeting the special needs of a student.

The learning environment of Jacksonville Charter Academy will be designed to meet a wide range of academic levels and variety of learning styles within the multi-age classroom setting. Low pupil to teacher ratio, individualized and group instruction, multi-sensory teaching approaches, an appreciation of multiple intelligences and child-directed learning will be classroom features that will help students meet their academic potential in the least restrictive educational environment.

If the IEP committee agrees that all appropriate interventions and resources available in the school have been exhausted, the learning consultant serving as case manager for the school and its students will arrange for necessary evaluations either on a contract basis with the sending district or through private vendors. Jacksonville Charter Academy is exploring the possibility of sharing special education services with other Charter Schools.

Jacksonville Charter Academy shall comply with federal and state law that ensures that all students with disabilities will be provided with a free appropriate education (FAPE).

**G) Alternative Education:** JCA does not intend to use Alternative Education Programs. A waiver will be requested for AE programs.

**18. Describe how the parents or guardians of the enrolled students will be involved with the school and its educational programs.**

Outlined below are suggested strategies or approaches under each key dimension to develop family-school partnerships.

**A. Understanding of roles:**

- Consider establishing a dedicated PAC (Parent Action Committee) of parents, teachers and school leaders
- Survey parents, families and community members to determine their needs and priorities
- Develop and distribute a written policy, in consultation with the school community, on family-school partnerships
- Conduct forums and discuss: parents' role as the first educators of their children, the research which links parental support and involvement at school with improved learning outcomes for children and improved school culture

**B. Connecting home and school learning:** A Parent Action Committee can plan and implement initiatives that explore links between home and school learning through newsletters, discussions, class meetings, etc. such as:

- The ways in which parents and families can encourage, motivate and reinforce children's learning at school
- The links between home learning activities and learning in the classroom
- The literacy learning opportunities in the home
- The ways in which classroom practice recognizes the family environments of the students and uses texts and activities from home and the wider community
- The school's homework policy, with homework designed to assist parental support and tips for parents on how they can monitor and discuss schoolwork at home
- The involvement of families in setting student goals each year and in career planning
- Information for families on the skills required for students in all subjects at each Year level
- Additional opportunities for discussions about student progress between home and school

**C. Communicating:** A PAC can plan for effective two-way communication between school and home – for example:

- Conduct a survey to assess communication needs
- Review the newsletter for relevance and ease of language and promote feedback
- Consider the placement of 'welcome' signs around the school
- Review current school practice on inviting parent and family participation and consider how this can be improved
- Consider working with parents and families to develop a parent handbook of information on school rules, policies, mission and goals, curriculum standards and assessment procedures, hold a launch event, put it on the website

- Find out parent/family time availability for participation in events, workshops, etc.
- Examine good 'front desk' reception practice, including bilingual office staff where appropriate
- Set in place alternative methods of parent-teacher interviews when personal circumstances prevent parents from attending a face-to-face meeting
- Consider the appointment of a school contact person's to assist and support parents in their interactions with the school (i.e. home/school liaisons)
- Education and training programs for teachers/administrators that prepare them to communicate with parents effectively and extend their reporting skills
- Programs to welcome new families
- Folders of student work sent home regularly for review and comment

**D. Participating:** A PAC can plan the support of volunteers and greater participation of parents – for example:

- Assess volunteer needs of schools and list the many ways parents and families can participate and interact with school and the school community
- Ask family members how they would like to participate at their child's school and respond in a timely manner to those indication, i.e. establish a skills bank
- Invite family and community members to become involved as guest teachers, guest speakers about their jobs/career opportunities, excursion chaperones, tutors/mentors, sports coaches, and so on
- Implement flexible schedules for volunteers, assemblies and events, so that all are able to participate
- Invite parents to volunteer to have students 'work shadow' them
- Arrange working parties or committees for parent leadership and participation (e.g., on safety or student behavior)
- Make sure parental involvement in children's learning is a recognized topic of staff meetings, professional development and in the induction of new staff

**E. Decision-making:** A PAC can foster family involvement in decision-making – for example:

- Arrange for the school community to be consulted on new school policies (e.g., assessment, reporting and curriculum changes)
- Encourage participation in the Parents and Friends organization and school council and provide appropriate induction and training
- Seek out and include parent leaders from all racial, ethnic, socioeconomic and other groups at the school
- Include students (along with parents) in decision-making groups
- Provide for parent input to formal school reviews
- Establish networks to link all families with parent representatives

**F. Collaborating beyond the school:** A PAC can plan for interaction with the wider community – for example:

- Gather and provide information and access for students and families on community health, cultural, recreational, social support and other programs/services
- Gather and provide information on community activities that link to learning skills and talents, including summer programs for students
- Inform families of community programs for students (e.g., tutoring, mentoring and business partnerships)
- Invite past students to participate in school programs for students
- Establish partnerships with local businesses to provide work experience and structured work placements for students

**19. List the specific provisions of Title 6 of the Arkansas Code Annotated (Education Code) and the specific State Board of Education rules, including specific section of the *Standards for Accreditation* as allowed, established by the State Board that the charter school seeks to be exempted from in order to**

**meet the goals of the school. Identify the specific State Board rules requested to be waived by title and section number if applicable. Provide a brief description of the need for each waiver requested.**

The Jacksonville Charter Academy will make every effort to abide the Arkansas Education Codes. Jacksonville Charter Academy understands that ADE rules and regulations including the Standards of Accreditation and may not be released from statutes or rules and regulations regarding health, safety, civil rights, special education, core graduation requirements, criminal background check for employees, or monitoring and assessment. However, being a small school may limit capacity of the Academy to implement its program. Thus, the Academy would like to be exempt from the following provisions of the Title 6 of the Arkansas Education Code. Many of the requests for exemption pertain to the hiring of "highly qualified" not necessarily "certified", teachers and administrators.

**Public School Principal – Qualifications and Responsibilities**

*(a) The district school board shall employ through written contract public school principals who shall hold valid supervisory or administrative certificates and who shall supervise the operation and management of the school and property as the board shall determine necessary.*

**Waiver requested:** The Board of Directors will expect the principal/Dean (including other administrators, i.e., superintendent and assistant principals) to have managerial and human resource skills and understand the concept day-to-day operation in school system regardless of whether he/she holds a valid supervisory or administrative certificate.

**6-17-309. Certification - Waiver**

*(a) No class of students shall be under the instruction of a teacher who is not certified to teach the grade level or subject matter of the class for more than thirty (30) consecutive school days in the same class during a school year.*

**Waiver requested:** Highly qualified but not necessarily certified teachers will be allowed to teach at any grade level.

**6-17-401. Teacher's license requirement**

*(a) No teacher shall be employed in any public school on the state who is not licensed to teach in the State of Arkansas by a license issued by the State Board of Education.*

**Waiver requested:** Jacksonville Charter Academy will only hire highly qualified but not necessary certified teachers.

**6-15-1004. Qualified Teachers in every public classroom**

*(a) Arkansas teachers will demonstrate competency in subject matter content on identified assessments appropriate to their teaching area in order to be granted an initial license to teach in the state.*

**Waiver requested:** The Board of Directors of Win 1 Reach 1 will have the authority to administer a test to see if the teachers are competent in the subject area in order to be granted a teaching assignment at Jacksonville Charter Academy.

*(b) In order to obtain a teaching license, Arkansas teachers will demonstrate the ability to increase student academic achievement by demonstrating competency on identified assessments of teaching methods that result in increased student achievement.*

**Waiver requested:** Because teacher's license requirement waiver is requested, the Board of Directors of Win 1 Reach 1 or Superintendent will have right the to dismiss teachers who do not help the school meet this objective. This clause agreement will be made at the time of initial employment.

*(c) In order for teachers to be able to renew a license, they must have participated in a continuing education and professional development based on their school improvement plans, performance evaluation results, and student achievement scores.*

**Waiver requested:** Teachers at the Jacksonville Charter Academy will receive and participate in continuing education and professional development program expected to meet the state requirements. However, these hours may not be tied to a renewal of license.

*(d) Effective the beginning of 2006-2007 school year, no teacher shall be assigned to teach a grade level or subject for which he or she is not licensed by the state.*

**Waiver requested:** Highly qualified teacher who demonstrating competency will be allowed to teach at any grade level regardless of license.

*(e) No class of students shall be under the instruction of a substitute teacher for more than thirty (30) consecutive school days in the same class during a school year unless that teacher has a bachelor's degree awarded by an accredited college or university or has been licensed to teach by the State of Arkansas.*

**Waiver requested:** While every attempt will be made by the administration of Jacksonville Charter Academy to hire competent substitute teachers with college degrees. In the event that this is not logistically and financially feasible, Jacksonville Charter Academy is asking an exemption from this provision and agreeing to send a notification to the parents during this period.

**6-17-418. Teacher certification – Arkansas history requirement**

*(a) Beginning July 1, 2001, no person shall be certified as a social studies teacher or as an elementary school teacher unless the person has successfully completed at least three (3) hours of college course work in Arkansas history.*

Teachers who are employed to teach Arkansas history will be required to demonstrate competency and receive professional development hours in that subject area.

**6-17-203. Committee for each school district (Personnel Policy Committee)**

*(a) Each school district shall have a committee on personnel policies which shall consist of no fewer than five (5) classroom teachers, and no more than three (3) administrators, one of which may be the superintendent.*

**Waiver requested:** Members of the Board of Directors of sponsoring entity, School Advisory Board, teachers, parents and administrators will establish the personnel policies. However, being a small school, there may be no less than three (3) teachers (instead of five) will serve at the committee. Because of this the school will seek advisement from the Arkansas School Board Associations legal department.

**6-17-919. Warrants void without valid certificate and contract**

*(a) All warrants issued in payment of teachers' salaries are void unless:*

- (1) The teacher has a valid teacher's certificate filed with the county clerk's office;*
- (2) The teacher has been employed by a valid written contract; and*
- (3) Copies of such contract are on file in the offices of the county treasurer or the school district treasurer if the school district has its own treasurer.*

*(b) The district superintendent of schools and the superintendent's surety shall be liable for any warrants which he countersigns in payment of teachers' salaries unless and until there is a valid teacher's certificate and contract for the teacher on file with the county clerk.*

**Waiver request:** As it is discussed previously, teacher at Jacksonville Charter Academy may not necessarily have a teaching certificate. However, teachers will have copies of their contracts on file with the administrator of the school.

**6-17-920. Examination of teachers' contracts**

*(a) It shall be the duty of the county clerk when the teachers' contracts are filed, as required by Sections 6-13-620 and 6-17-919, to examine such contracts.*

*(b) If the county clerk finds that any board of directors has entered into contracts with teachers who have not recorded a valid teacher's certificate with the clerk, he or she shall immediately notify the board of directors in writing to correct the contract or contracts to conform to the legal requirements.*

**Waiver requested:** Secretary of Win 1 Reach 1 and the school administrator will examine contracts. However, a valid teacher's certificate does not have to be on file.

**6-17-1001. Minimum base salary-Master's degree**

*(n) The term "teacher", as used in this section, shall include any full-time employee of a local public school district who is compelled by law to secure a license from the State Board of Education as a condition precedent to employment in a position in or related to grades pre-kindergarten through twelve (preK-12) of the public schools of this state.*

**Waiver requested:** The term “teacher” at Jacksonville Charter Academy shall include any employee who has demonstrated competency and is highly qualified in their subject matter with or without a license from the State Board of Education.

**6-18-508. Alternative learning environment**

**(a)** Every school district shall establish an alternative learning environment that shall afford students an environment conducive to learning.

**Waiver requested:** Jacksonville Charter Academy does not intend to use Alternative Education Programs.

**Subchapter 15: Teacher Fair Dismissal Act**

**6-17-1501 through 6-17-1510**

**Waiver requested:** The Board of Directors and administrators at Jacksonville Charter Academy will determine its own personnel policy on fair dismissal of teachers including those who fail to improve the academic performance of the students in their classrooms.

**Subchapter 17: Public School Employee Fair Hearing Act**

**6-17-1702 through 6-17-1705**

**Waiver requested:** The Board of Directors of Win 1 Reach 1 will determine policies regarding fair hearings and employee grievances. The Board will also develop policies regarding citizen complaints and parental concerns.

**Additional Waiver Requests from the State Board of Education**

**A. Teacher License/Certificate**

Highly qualified but not necessarily certified teachers will be eligible to teach at Jacksonville Charter Academy. Teacher demonstrating competency will be allowed to teach at any grade level without certification.

**B. Certified Salary Schedule**

There will be salary range for employees instead of set salary schedule.

**C. Purchasing of Instructional Materials**

The Jacksonville Charter Academy would like to purchase its own materials.

**D. Technology Centers**

The Jacksonville Charter Academy would like to establish its own center without any tie to any other district.

**E. Teacher Evaluations**

There will be annual teacher evaluations that will be conducted by an administrator.

**F. Minimum Schoolhouse Construction**

The Jacksonville Charter Academy is planning to rent a building which is not constructed as a school building. Jacksonville Charter Academy would like to use this waiver because of limited funds.

**20. Describe the potential impact of the proposed charter school on the efforts of affected public school district(s) to comply with court orders and statutory obligations to create and maintain a unitary system of desegregated public schools.**

The Jacksonville Charter Academy will serve grades from K through 12 grades having maximum 700 students. The potential students enrolling Jacksonville Charter Academy will come from the Jacksonville area. As an open-enrollment charter school, Jacksonville Charter Academy expects to draw majority of its students from throughout Jacksonville. Jacksonville Charter Academy will serve a diverse students population that is reflective of Jacksonville. Jacksonville Charter Academy will be in compliance with court orders and statutory obligation regarding desegregated public school policy and maintain a unitary system of desegregated public school. Furthermore, Jacksonville Charter Academy will meet all other obligations in hiring faculty and staff, maintain diversity in other areas of the desegregation order. Jacksonville Charter Academy is also committed to abide all other federal and state civil rights laws.





# Advertising Receipt

The Leader  
P.O. Box 766  
Jacksonville, AR 72078  
Phone: (501) 982-9421  
Fax: (501) 985-0026

JAX CHARTER SCHOOL

Customer #: 01103659-000  
Ad #: 01563436  
Job #: 01563436  
Phone:  
Date: 08/29/08  
Description: 2X4 MEETING

Run Date	Insertion Number	Sales Person	Description	Ad Type	Size	Rate Code	Total Cost
08/19/08	01563437	003	01 The Leader	np	2.00 x 4.00	ur	55.20

Total: 55.20  
Tax: 0.00  
Prepayment: -55.20  
Total Due 0.00

Attachment B

# PUBLIC NOTICE

A public meeting will be held at 6:00 pm on Friday August 29, 2008 at 1017 Ray Road at the Mt. Pisgah Baptist Church in Jacksonville, to discuss the opening of Jacksonville Charter Academy.

For more information call  
(501) 650-4990

# Advertising Receipt

The Leader  
P.O. Box 766  
Jacksonville, AR 72078  
Phone: (501) 982-9421  
Fax: (501) 985-0026

JAX CHARTER SCHOOL

Customer #: 01103659-000  
Ad #: 01563285  
Job #: 01563285  
Phone:  
Date: 08/29/08  
Description: 2X4 MEETING

Run Date	Insertion Number	Sales Person	Description	Ad Type	Size	Rate Code	Total Cost
08/19/08	01563287	003	01 The Leader	np	2.00 x 4.00	ur	110.40

Total: 110.40  
Tax: 0.00  
Prepayment: -110.40  
Total Due 0.00

# Advertising Receipt

The Leader  
P.O. Box 766  
Jacksonville, AR 72078  
Phone: (501) 982-9421  
Fax: (501) 985-0026

JAX CHARTER SCHOOL

Customer #: 01103659-000  
Ad #: 01563606  
Job #: 01563606  
Phone:  
Date: 08/29/08  
Description: 2x4 Meeting

Run Date	Insertion Number	Sales Person	Description	Ad Type	Size	Rate Code	Total Cost
08/20/08	01563607	003	01 The Leader	np	2.00 x 4.00	ur	110.40

Total: 110.40  
Tax: 0.00  
Prepayment: -110.40  
Total Due 0.00

Attachment C

# JACKSONVILLE CHARTER ACADEMY

## *Foundation*

Dear local School Board Member

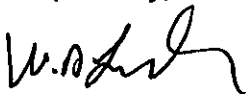
This is a letter of intent for an open enrollment charter school in Congressional District Two. The Jacksonville Charter Academy is a non-profit organization for the purpose of developing high quality open-enrollment charter schools that provide a educational choice for parents and students. The proposed name of the charter school shall be Jacksonville Charter Academy. The purposed school will be located in Jacksonville Arkansas severing k-12 for Jacksonville and the Air Force Base area.

Jacksonville Charter Academy was organized for the sole purpose of providing a providing a school of choice with a college preparatory mission focusing on the core knowledge essential skills that allow students to prepare for future learning. Jacksonville Charter Academy will employ highly qualified instructors to deliver effective teaching methods to all students. Jacksonville Charter Academy's college preparatory academic program will seek to close the achievement gap by focusing on student centered learning teaching to mastery of educational skills. Our partnership with a major four year institution will be of great benefit to the students and community and will assist in developing a strong college preparatory program reaching all JCA students from kindergarten through twelve grades. Jacksonville Charter Academy will start with kindergarten through sixth grades with 340 students then add one grade per year until seventh through twelve grades are completed with a total enrollment of 640 students is reached.

If you have any questions please feel free to contact me as consultant on behalf of the JCA Foundation.

Dr. William D. Lackey #2 Trent Jones Cove Sherwood Arkansas 72120, phone number 501-650-4990 or 501-6265199,

Respectfully,



Dr. W.D. Lackey

Consultant

**2 Trent Jones Cove \* Sherwood \* Arkansas 72120**

## **Jacksonville Charter Academy 2009-2009 ACADEMIC SCHOOL CALENDAR**

August 10, 2009	First Day for Teachers
August 10-14, 2009	Staff Development Days (Students Out)
August 17, 2009	School Begins – First Day for Students
September 7, 2009	Labor Day Holiday (School Closed)
September 21, 2009	Parent-Teacher Conferences (Students Out)
October 18, 2009	End of 1 <sup>st</sup> Quarter (43 Days)
October 21, 2009	Beginning of the 2 <sup>nd</sup> Quarter
October 31-Nov. 1, 2009	Staff Development Days (Students Out)
November 25-27, 2009	Thanksgiving Holidays (School Closed)
December 18, 2009	End of 2 <sup>nd</sup> Quarter (47 Days)
December 21, 2009	Winter Vacation Begins (School Closed)
January 4-5, 2010	Staff Development Days (Students Out)
January 6, 2010	School Resumes
January 18, 2010	M.L. King Holiday (School Closed)
January 6, 2010	Beginning of the 3 <sup>rd</sup> Quarter
February 15, 2010	Parent-Teacher Conferences (Students Out)
March 19, 2010	End of 3 <sup>rd</sup> Quarter (43 Days)
March 22-26, 2010	Spring Break (School Closed)
March 26, 2010	Beginning of the 4 <sup>th</sup> Quarter
May 31, 2010	Memorial Day Holiday (School Closed)
June 4, 2010	End of 4 <sup>th</sup> Quarter (47 Days) Last Day for Students
June 6, 2010	Staff Development Day Last Day for Teachers

# Attachment E

## Jacksonville Charter Academy Daily Schedule

Grades K-6	
6:30 - 7:45	Before School Childcare
8:00 - 8:50	1 <sup>st</sup> period
9:00 - 9:50	2 <sup>nd</sup> period
10:00 - 10:50	3 <sup>rd</sup> period
11:00 - 11:50	Lunch
12:00 - 12:50	4 <sup>th</sup> period
1:00 - 1:50	5 <sup>th</sup> period
2:00 - 2:50	6 <sup>th</sup> period
3:00 - 3:50	7 <sup>th</sup> period
4:05 - 5:00	HomeClub/Enrichment Time
4:00 - 6:30	After School Childcare

(Elementary breaks and recess are at the discretion of the teachers)

Grades 7-12	
8:00 - 8:55	1 <sup>st</sup> period
9:00 - 9:55	2 <sup>nd</sup> period
10:00 - 10:55	3 <sup>rd</sup> period
11:00 - 12:00	4 <sup>th</sup> period
12:00 - 12:55	Lunch
1:00 - 1:55	5 <sup>th</sup> period
2:00 - 2:55	6 <sup>th</sup> period
3:00 - 4:00	7 <sup>th</sup> period
4:05 - 5:00	HomeClub/Enrichment Time

# Attachment F

## OPEN-ENROLLMENT PUBLIC CHARTER SCHOOL FACILITIES UTILIZATION AGREEMENT AND LEASE AGREEMENT

Lessor (Owner): Germania Property Investors IX, L.P., a Georgia limited partnership

Lessee (Tenant): Win 1 Reach 1, Inc. dba Jacksonville Charter Academy

Any information regarding affiliation, family ties, or other relationships between the Lessor (Owner) and Lessee (Tenant) must be disclosed with the facilities lease agreement.

Describe the present use of the facility and use for prior three (3) years:

The facility is currently vacant and has been for 3 years.

Premises:

612 J. P. Wright Loop Road, Jacksonville, Arkansas

Approximately 51,177 square feet

Terms of Lease:

Five (5) years

Rental Amount:

Four Hundred Nine Thousand Four Hundred Sixteen Dollars per year (\$8/s.f.)

Thirty Four Thousand One Hundred Eighteen Dollars per month

Contingency:

The terms of this agreement are contingent upon Win 1 Reach 1, Inc. receiving a charter to operate an open-enrollment public charter school from the State Board of Education by August of 2008.

Statutory Language Concerning No Indebtedness: No indebtedness of any kind incurred or created by the open-enrollment public charter school shall constitute an indebtedness of the state or its political subdivisions, and no indebtedness of the open-enrollment public charter school shall involve or be secured by the faith, credit, or taxing power of the state or its political subdivisions.

Lessee:

By: [Signature]  
Date: 8/29/08

Lessor:

Germania Property Investors IX, L.P., a Georgia limited partnership

By: Germania of America, Inc., a Georgia corporation, its general partner

By: [Signature]  
Name: RICHY W. CHANCELLOR  
Title: SR. ASSET MANAGER

Date: 29 AUGUST 2008

## Public Charter School Application Budget Worksheet / Template

Line#	<u>Revenues</u>	<u>Amount</u>	<u>Total</u>
1	State Public Charter School Aid:		
2	No. of Students ( <u>340</u> ) x \$5,789.00 State Foundation Funding		\$1,968,260.00
4	Total State Charter School Aid		\$1,968,260.00
5			
6	Other Sources of Revenues:		
7	Private Donations or Gifts		
8	Federal Grants (List the Amounts)	\$450,000.00	
9	Special Grants (List the Amounts)		
10	State Start up Grant	\$150,000.00	
11	Lunch Reimbursment	\$50,000.00	
12			
13	Total Other Sources of Revenues		\$650,000.00
14			
15	<b>TOTAL REVENUES</b>		<b>\$2,618,260.00</b>
16			
17	<u>Expenditures</u>	<u>Amount</u>	<u>Total</u>
18			
19	Administration:		
20	Salaries: (No. of Positions <u>2</u> )	\$140,000.00	
21	Fringe Benefits (Insurance)	\$37,800.00	
22	Purchased Services	\$35,000.00	
23	Supplies and Materials		
24	Equipment		
25	Other (Describe)		\$212,800.00
26			
27	Regular Classroom Instruction:		
28	Salaries: (No. of Positions <u>16</u> )	\$612,000.00	
29	Fringe Benefits	\$153,000.00	
30	Purchased Services	\$46,571.43	
31	Supplies and Materials	\$142,857.14	
32	Equipment	\$160,000.00	
	Other: Core Knowledge	\$20,500.00	

33	Training and Faculty Retreat		\$1,347,728.57	
35	Special Education:			
36	Salaries: (No. of Positions 1 )	\$45,000.00		
37	Fringe Benefits	\$12,150.00		
38	Purchased Services	\$0.00		
39	Supplies and Materials	\$7,500.00		
40	Equipment	\$5,250.00		
41	Other (Describe)		\$1,417,628.57	
43	Gifted and Talented Program:			
44	Salaries: (No. of Positions )			
45	Fringe Benefits			
46	Purchased Services			
47	Supplies and Materials			
48	Equipment			
49	Other (Describe)		\$1,417,628.57	
52	Alternative Education Program:			
53	Salaries: (No. of Positions )			
54	Fringe Benefits			
55	Purchased Services			
56	Supplies and Materials			
57	Equipment			
58	Other (Describe)		\$1,417,628.57	
59				
60	Guidance Services:			
61	Salaries: (No. of Positions 1 )	\$39,000.00		
62	Fringe Benefits	\$10,530.00		
63	Purchased Services	\$3,000.00		
64	Supplies and Materials	\$1,000.00		
65	Equipment	\$500.00		
66	Other (Describe)		\$1,471,658.57	
68	Health Services			
69	Salaries: (No. of Positions 1 )	\$37,000.00		
70	Fringe Benefits	\$9,990.00		
71	Purchased Services			
72	Supplies and Materials	\$5,000.00		
73	Equipment	\$5,000.00		
74	Other (Describe)		\$1,528,648.57	
76	Media Services:			
77	Salaries: (No. of Positions 1 )	\$31,000.00		

78	Fringe Benefits	\$8,370.00		
79	Purchased Services			
80	Supplies and Materials	\$15,000.00		
81	Equipment	\$5,000.00		
82	Other (Describe)		\$1,588,018.57	
84	Fiscal Services:			
85	Salaries: (No. of Positions <u>1</u> )	\$50,000.00		
86	Fringe Benefits	\$13,500.00		
87	Purchased Services	\$2,000.00		
88	Supplies and Materials	\$1,000.00		
89	Equipment			
90	Other (Describe)		\$1,654,518.57	
92	Maintenance and Operation:			
93	Salaries: (No. of Positions <u>1</u> )	\$20,000.00		
94	Fringe Benefits	\$6,000.00		
95	Purchased Services			
96	(include utilities)	\$32,000.00		
97	Supplies and Materials	\$15,000.00		
98	Equipment	\$5,000.00		
99	Other (Describe)		\$1,732,518.57	
102	Salaries: (No. of Positions )			
103	Fringe Benefits			
104	Purchased Services			
105	Supplies and Materials			
106	Equipment			
107	Other (Describe)		\$1,732,518.57	
108	Food Services:			
109	Salaries: (No. of Positions )			
110	Fringe Benefits			
111	Purchased Services	\$50,000.00		
112	Supplies and Materials	\$5,000.00		
113	Equipment	\$10,000.00		
114	Other (Describe)		\$1,797,518.57	
116	Data Processing:			
117	Salaries: (No. of Positions <u>1</u> )	\$20,000.00		
118	Fringe Benefits			
119	Purchased Services			
120	Supplies and Materials			
121	Equipment	\$5,000.00		



122	Other (Describe)		\$1,822,518.57	
123				
124	Substitute Personnel:			
125	Salaries: (No. of Positions <u>1</u> )	\$18,000.00		
126	Fringe Benefits		\$1,840,518.57	
127				
128	Facilities:	\$409,416.00	\$2,249,934.57	
	Lease/Purchase (contract for one total			
129	year including facility upgrades)			
130	Please list upgrades:			
131		\$60,000.00	\$2,309,934.57	
	Utilities (contract for one total year			
132	including facility upgrades)			
	Insurance (contract for one total year			
133	including facility upgrades):			
134	Property Insurance	\$1,500.00	\$2,311,434.57	
135	Content Insurance	\$1,500.00	\$2,312,934.57	
136	Board Insurance	\$1,500.00	\$2,314,434.57	
137	Debt Expenditures:		\$0.00	
138	Other Expenditures:		\$0.00	
139	(Describe)			
141	<b>TOTAL EXPENDITURES</b>		<b>\$2,314,434.57</b>	
	Over/Under Budget		\$303,825.43	

# Attachment H

## Jacksonville Charter Academy

### 12-Month Administrator & Teacher Salary Schedule

12-Month with Bachelors						
Experience (In years)	Teachers		Assist. Principal		Principal/CEO/Sprint	
	Salary Range		Salary Range		Salary Range	
	Min.	Max.	Min.	Max.	Min.	Max.
0	\$26,546	\$28,500	\$29,500	\$35,000	\$35,500	\$38,000
1	\$27,475	\$29,200	\$30,000	\$32,500	\$38,000	\$40,500
2-3	\$28,711	\$30,511	\$32,500	\$34,000	\$40,500	\$43,500
4-6	\$30,290	\$33,500	\$34,000	\$36,500	\$42,500	\$46,000
7-10	\$32,108	\$38,500	\$36,500	\$39,500	\$45,500	\$48,500
11-15	\$34,195	\$41,250	\$39,500	\$42,000	\$49,500	\$53,500
16-20	\$36,417	\$45,417	\$42,000	\$44,500	\$54,000	\$58,500
20+	\$38,602	\$52,750	\$44,500	\$46,500	\$59,500	\$64,000

12-Month with Masters						
Experience (In years)	Teachers		Assist. Principal		Principal/CEO/Sprint	
	Salary Range		Salary Range		Salary Range	
	Min.	Max.	Min.	Max.	Min.	Max.
0	\$30,553	\$32,500	\$32,000	\$34,500	\$42,000	\$48,000
1	\$31,622	\$33,600	\$33,500	\$36,500	\$46,000	\$52,000
2-3	\$33,045	\$34,450	\$36,000	\$39,500	\$51,000	\$55,000
4-6	\$34,862	\$37,500	\$39,000	\$43,500	\$54,000	\$60,000
7-10	\$36,954	\$41,100	\$42,500	\$46,200	\$58,000	\$65,000
11-15	\$39,356	\$44,350	\$45,500	\$49,000	\$63,000	\$68,000
16-20	\$41,914	\$48,900	\$48,500	\$51,000	\$65,000	\$71,000
20+	\$44,429	\$53,429	\$51,000	\$54,500	\$72,000	\$74,000

12-Month with Doctorate						
Experience (In years)	Teachers		Assist. Principal		Principal/CEO/Sprint	
	Salary Range		Salary Range		Salary Range	
	Min.	Max.	Min.	Max.	Min.	Max.
0	\$32,000	\$34,900	\$35,500	\$37,500	\$42,500	\$46,500
1	\$33,120	\$35,500	\$38,200	\$39,500	\$46,500	\$54,500
2-3	\$34,610	\$36,900	\$42,500	\$46,500	\$53,500	\$60,500
4-6	\$36,513	\$40,500	\$45,000	\$47,000	\$59,500	\$64,500
7-10	\$38,704	\$43,000	\$48,500	\$51,000	\$65,500	\$70,500
11-15	\$41,220	\$46,200	\$51,000	\$54,000	\$71,500	\$75,500
16-20	\$43,899	\$50,500	\$54,500	\$58,500	\$75,500	\$80,500
20+	\$46,533	\$55,550	\$59,500	\$64,500	\$79,500	\$84,500

Salary Schedule will be adjusted to meet the 2009-10 school year minimum beginning salary

## Attachment I

The official non-profit IRS determination letter from the sponsoring program has been lost. The president of the sponsoring program as requested another letter. Please see the enclosed documents from the Sectary of State Office to support the non-profit status.



# Arkansas Secretary of State

JOIN 1 REACH 1 COMMUNITY DEVELOPMENT

ARTICLES OF AMENDMENT

**Charlie Daniels**

State Capitol • Little Rock  
501-682-3409

Arkansas Secretary of State  
Business Services Division

FILED: 02/26/07, #Pages: 2

## CERTIFICATE OF AMENDMENT OF A NON-PROFIT CORPORATION

MT. PISGAH COMMUNITY DEVELOPMENT CORP., a  
corporation duly organized, created and existing under and by virtue of the laws of the State of Arkansas, by its  
Presiding Director or Officer,  
DOES HEREBY CERTIFY:

At a meeting of the membership (or incorporators or board of directors) which was held on FEB. 14, 2007  
in the City of JACKSONVILLE, the Articles of Incorporation of this  
corporation were amended to read as follows:

*Circle I, II, or III below, whichever is applicable, and attach appropriate statement.*

- I If approval of members was not required, a statement to that effect and a statement that the amendment was approved by a sufficient vote of the board of directors or incorporators;
- II If approval by members was required:
  - (a) the designation, number of memberships outstanding, number of votes entitled to be cast by each class entitled to vote separately on the amendment, and the number of votes of each class indisputably voting on the amendment; and
  - (b) either the total number of votes cast for and against the amendment by each class entitled to vote separately on the amendment or the total number of undisputed votes cast for the amendment by each class and a statement that the number cast for the amendment by each class was sufficient for approval by that class.
- III If approval of the amendment by some person or persons other than the members, the board or incorporators is required pursuant to § 4-33-1030, a statement that the approval was obtained.

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to \$100.00 and/or imprisonment up to 30 days.

CRAIG B. COLLIER

Presiding Director (Type or Print)

Date: 2-26-07

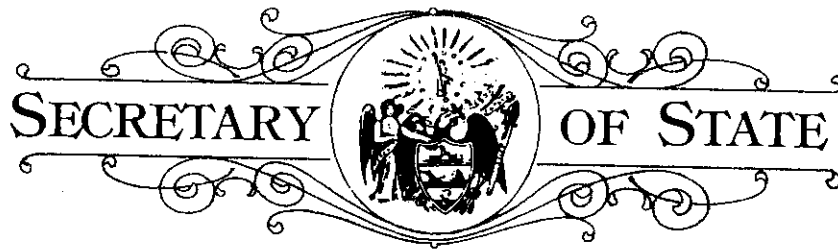
Craig B. Collie

Authorized Signature

Fee: \$50.00

NPD-2/Rev. 4/06

**STATE OF ARKANSAS**



**Charlie Daniels**  
SECRETARY OF STATE

To All to Whom These Presents Shall Come, Greetings:

I, Charlie Daniels, Secretary of State of Arkansas, do hereby certify that the following and hereto attached instrument of writing is a true and perfect copy of

**Articles of Amendment**

of

**MT. PISGAH COMMUNITY DEVELOPMENT CORPORATION**

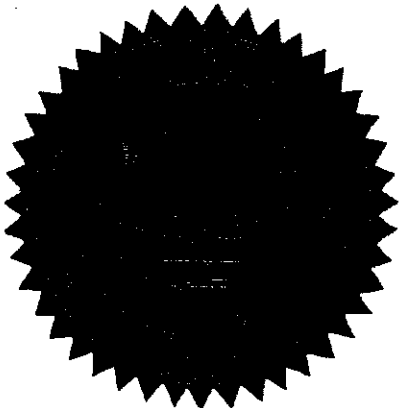
changing the name to

**WIN 1 REACH 1 COMMUNITY DEVELOPMENT CORP.**

filed in this office

February 26, 2007.

In Testimony Whereof, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 26th day of February 2007.



*Charlie Daniels*

Secretary of State

**Nancy Meador  
2 Trent Jones Cove  
Sherwood Arkansas 72120**

**August 17, 2008**

**Dear Charter School Review Team**

**I am a mother and a business owner in Jacksonville Arkansas and I am writing to you to express my interest and support for the Jacksonville Charter Academy. The formation of this school will offer our community, our children, and educators the opportunity for a small, innovative, PUBLIC school of choice in the Jacksonville area.**

**I support the mission of the Jacksonville Charter Academy and the vision the founders have for our children to receive the very best college prep education free of charge. I support the components identified below that will make Jacksonville Charter Academy innovative, active and involved:**

- **A small, safe, and intimate environment**
- **A well balanced, integrated curriculum**
- **Hands – on – learning**
- **Expert teachers that are allowed to think outside the box**
- **Service Learning**
- **Strong family involvement**
- **An emphasis on technology, problem solving skills, and creativity to be successful in a global society**
- **Respect for diversity**
- **Character Education**
- **Art/Music infusion**
- **High - High Expectations**
- **Foreign languages taught in all grades**
- **Community Partnerships**
- **Personalized Learning Plans for all children**
- **Administrators who love our children as their own**
- **FREE COLLEGE COURSES!**

**I ask that you please grant this charter school application!**

**Nancy Meador  
Community Leader, and Mom**

**STATEMENT OF ASSURANCES**

The signature of the Chief Operating Officer of the charter school certifies that the following statements are addressed through policies adopted by the charter school and, if approved, the governing body, administration, and staff of the open-enrollment charter shall abide by them:

1. The information submitted in this application is true to the best of my knowledge and belief and this application has been sent to the superintendent of all the districts from which we intend to draw students.
2. The proposed open-enrollment charter school shall be open to all students, on a space available basis, and shall not discriminate in its admission policy on the basis of race, color, national origin, creed, sex, ethnicity, sexual orientation, mental or physical disability, age, ancestry, athletic performance, special need or proficiency in the English language, and academic achievement. However, the charter may provide for the exclusion of a student who has been expelled from another public school district.
3. In accordance with federal and state laws the proposed open-enrollment charter school hiring and retention policies of administrators, teachers, and other employees shall not discriminate on the basis of race, color, national origin, creed, sex ethnicity, sexual orientation, mental or physical disability, age, ancestry, or special need.
4. The proposed open-enrollment charter school shall operate in accordance with federal laws and rules governing public schools; applicable provisions of the Arkansas Constitution; and state statutes or regulations governing public school not waived by the approved charter.
5. An open-enrollment public charter school shall not use the moneys that it receives from the state for any sectarian program or activity or as collateral for debt. However, open-enrollment public charter schools may enter into lease-purchase agreements for school buildings built by private entities with facilities bonds exempt from federal taxes under 26 USCS 142(a) as allowed by Arkansas Code Ann. § 6-20-402. No indebtedness of an open-enrollment public charter school shall ever become a debt of the state of Arkansas.
6. The proposed open-enrollment public charter school shall not impose taxes or charge students tuition or fees that would not be allowable charges in the public school districts.
7. The proposed open-enrollment public charter school shall not be religious in its operations or programmatic offerings.
8. The proposed open-enrollment public charter school shall ensure that any of its employees who qualify for membership in the Arkansas Teacher Retirement System or the State and Public School Employee Insurance Program shall be covered under those systems to the same extent a qualified employee of a school district is covered.
9. The employees and volunteers of the open-enrollment public charter school are held immune from liability to the same extent as other public school district employees and volunteers under applicable state laws.
10. The open-enrollment public charter school shall be reviewed for its potential impact on the efforts of the public school districts within the proximity of the open-enrollment public charter school to comply with court orders and statutory obligations to create and maintain a unitary system of desegregated public schools.
11. The proposed open-enrollment public charter school shall comply with all health and safety laws, rules and regulations of the federal, state, county, region, or community that may apply to the facilities and school property.
12. The proposed open-enrollment public charter school shall not use any funds it receives from the state for any sectarian program or activity or as collateral for debt.
13. The charter applicant should know that certain provisions of state law shall not be waived. The proposed open-enrollment public charter school is subject to any prohibition, restriction, or requirement imposed by Title 6 of the Arkansas Code Annotated and any rule and regulation approved by the State Board of Education under this title relating to:
  - (a) Monitoring compliance with Ark. Code Ann. §6-23-101 et seq. as determined by the Commissioner of the Department of Education;
  - (b) Conducting criminal background checks for employees;
  - (c) High school graduation requirements as established by the State Board of Education;

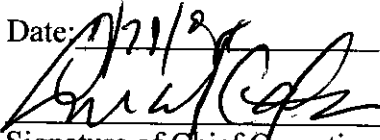
K2

- (d) Special education programs as provided by this title;
- (e) Public school accountability under this title; and
- (f) Health and safety codes as established by the State Board of Education and local government entities.

14. The facilities of the proposed public charter school shall comply with all requirements for accessibility for individuals with disabilities in accordance with the ADA and IDEA and all other state and federal laws.

15. Should the open-enrollment public charter school voluntarily or involuntarily close, the applicant should know that any fees associated with the closing of the school including but not limited to removal of furniture, equipment, general expenses, etc, are the sole responsibility of the sponsoring entity. No indebtedness of any kind incurred or created by the open-enrollment public charter school shall constitute an indebtedness of the state or its political subdivisions, and no indebtedness of the open-enrollment public charter school shall involve or be secured by the faith, credit, or taxing power of the state or its political subdivisions. In the case of school closure, property bought with state funds may be sold if required by the State Board of Education. The state has a perfected priority security interest in the net proceeds from the sale or liquidation of the property to the extent of the public funds used in the purchase.

Date:

11/1/8  


Signature of Chief Operating Officer of the School

Matthew Caton  
Print or type name



LEASE AGREEMENT

This Agreement, made this 29 day of August, 2008 between Germanina Property Investors IX, L.P., a Georgia limited partnership, whose address is 3490 Piedmont Road, NE, Suite 200, Atlanta, Georgia 30305 (the Lessor) and Jacksonville Charter Academy, whose address is 612 J.P. Wright Loop Road, Jacksonville, AR 72076, (the Lessee) Witnesseth:

1. Leased Premises. For and in consideration of the rents, covenants and agreements herein entered into and agreed upon by the Lessee as obligations to the Lessor, the Lessor lets, leases and demises until Lessee, subject to the terms and conditions contained herein, the following described property situated in Pulaski County, Arkansas:

See Attached Legal Description

To have and to hold the premises unto the Lessee for and during the term herein stated, subject to the covenants, terms, conditions and liens herein contained.

2. Term. This lease shall commence on September 1, 2009, and shall extend for a term of Five (5) years ending at midnight on August 31, 2014.

3. Rent. Lessee agrees to pay to Lessor as rental for the full term of this lease the sum of Two Million Forty-Seven Thousand Eighty Dollars, payable in sixty equal monthly installments of \$34,118 each, to be paid in advance on the first day of August 2009, and on the first day of each and every month thereafter during the term of this lease.

4. Signs. Lessee shall not erect or install any exterior signs or advertising of any kind without the written consent of Lessor having first been obtained. Lessee agrees not to utilize any form of advertising that may or shall be deemed objectionable to Lessor or to the general public, including but not limited to loudspeakers, phonograph or related electronic equipment, radios, or similar devices which will be operated in such a manner as to project sound outside of the leased premises.

5. Lessor's Repairs. Lessor shall maintain the exterior walls, doors and roof of the structure upon the leased premises in a reasonable state of repair and shall make such repairs to the surface of the parking area] as may be required to keep and maintain the same in a good and tenantable condition. If Lessee is deprived of the use of more than twenty five percent of the leased premises during the making of any such repairs by the Lessor, the rent shall be abated or proportionately reduced according to the extent to which Lessee is deprived of such use.

6. Lessee's Repairs. Lessee shall keep the interior of the building, including interior walls and doors, wiring, plumbing, and window and door glass, in good repair, and shall maintain the heating and air conditioning equipment, all at Lessee's expense. Lessee agrees to satisfy promptly any lien or valid claim asserted against the leased premises for work done or materials furnished. Lessee shall, at the termination, surrender or forfeiture of this lease, return the premises with the interior, including all of the above

items, in as good and satisfactory condition as the same was at the beginning of the lease, normal wear and tear excepted.

7. Taxes. Lessor shall pay any and all ad valorem taxes and special improvement district taxes levied and assessed against the premises and the improvements located thereon during the term of this lease. Such taxes and assessments shall be pro-rated for any fractional calendar year.

8. Use. Lessee agrees to use the leased premises for the purpose of operating a charter school and for no other purpose or purposes without the written consent of Lessor and the Arkansas State Board of Education having been obtained in advance.

9. Payment of Rent and Notices. The rent payable hereunder shall be paid to Lessor at 3490 Piedmont Road, N.E., Suite 200, Atlanta, GA 30305. Any notice provided for herein shall be given by certified mail with postage prepaid, addressed, if to Lessor, at the address to which the rent is then paid, and if to Lessee, at 612 J.P. Wright Loop Road, Jacksonville, AR 72076. The person and the place to which notices are to be mailed may be changed by either party by notice to the other party.

10. Assignment. Lessee shall not assign this lease or sublet the leased premises without prior written consent of the Lessor and the Arkansas State Board of Education. Any such assignment or subletting shall in no way relieve Lessee from liability for the obligation imposed by this lease. Lessee may only be released from liability by a specific written release executed by Lessor.

11. Lessee's Default. If Lessee shall be in default as to the payment of rent for a period of thirty (30) days, or as to any other covenant herein provided for more than thirty (30) days after receipt of notice from Lessor specifying such default, or if any petition be filed in bankruptcy, including petitions for arrangements and reorganizations, by or against Lessee and such petition be not dismissed within thirty (30) days after its filing, or if a receiver or trustee be appointed for Lessee by reason of Lessee's insolvency or inability to pay its creditors, Lessor shall have the right, without limitation upon any other rights which may be given Lessor by law or by any other provision of this lease agreement, to re-enter the leased premises and relet the same as agent for Lessee upon the best terms and conditions reasonable obtainable, and Lessee shall be liable to the Lessor for the difference, if any, between the rent so obtained and the minimum rent stipulated to be paid in this lease. Lessee agrees that in such event it will vacate the leased premises without further notice, and if it becomes necessary to bring any legal action to recover possession, Lessee agrees to pay a reasonable fee for the attorney of Lessor in such action.

12. Non-Waiver. It is agreed that the failure of Lessor to invoke any of the available remedies under this lease or under law in the event of one or more breaches or defaults by Lessee under the lease shall not be construed as a waiver of such provisions and conditions and shall not prevent Lessor from invoking such remedies in the event of any future breach or default.

13. Holdover. Lessee hereby agrees that upon the termination of this lease by expiration or by earlier termination for any reason whatsoever, Lessee will peaceably deliver possession of the leased premises to Lessor. In the event Lessee shall be permitted by Lessor to hold over after the expiration or termination of this lease, or any extension thereof, such holding over (in the absence of any written agreement to the contrary) shall be construed as a tenancy from calendar month to calendar month at a monthly rental equal to the rental for the last month paid under this lease. A month-to-month tenancy arising by Lessee's holding over under this paragraph may be terminated by written notice from either party to the other party on or before the day on which any monthly rent is due with termination not becoming effective until the day on which the next following monthly rental would have otherwise become due. In the event it should become necessary for Lessor to institute any action at law to recover possession at the time of termination, whenever and however termination may occur, Lessee agrees that it will pay all costs and expenses of such action, including reasonable attorneys' fees.

14. Casualty. If at any time the leased premises, [or the building which forms the principal component of the leased premises,] should be damaged by fire, or other major casualty not the fault of Lessee, and the cost of repairing the damage does not exceed twenty percent (20%) of the value of the improvements of the premises herein leased, [or the building which forms the principal component part of the leased premises,] then Lessor shall as soon as reasonably practicable repair the damage caused by fire or other casualty. If, however, the damage should exceed twenty percent (20%) of the value of the improvements of the premises herein leased, [or the building which forms the principal component part of the leased premises] then Lessor shall have the option of either repairing the premises as set out above or terminating this Lease as of the date of fire or other casualty by notice to Lessee within thirty (30) days after such date. If the damage should render the leased premises untenable for the use of the Lessee's business as set forth herein, the rental from the date of fire, or other major casualty not the fault of Lessee, to the date of the completion of the restoration of the premises shall be abated, such abatement being figured on a pro rata basis of the rentals, herein provided.

15. Condemnation. In the event all of the leased premises or such part thereof as renders the leased premises unsuitable for use in the activity or business of the Lessee, shall be acquired or taken by eminent domain for any public or quasipublic purpose, then the term of this lease shall cease and terminate as of the date of taking.

In the event that a partial taking does not render the leased premises unsuitable for use in the activity or business of the Lessee, this lease shall continue in full force and effect with a reduction in the rent proportionate to the amount of usefulness or necessity of the leased premises actually taken.

All damages awarded as a result of any taking, except such damages as are herein defined as Lessee's damages, shall be awarded to Lessor. Lessee shall be entitled to receive all actual damages and compensation for removal of Lessee's business, fixtures, furniture and equipment. Lessee's right to damages shall be a right against the taking authority alone, and Lessee shall not be entitled to recover any damages from Lessor.

16. Insurance on Improvements. Lessor shall maintain, at Lessee's expense, fire hazard and extended coverage insurance, including plate glass insurance, in the amount of the replacement value of any improvements erected upon the leased premises. A certificate of such insurance shall be delivered to Lessee prior to the inception of this lease. Lessee shall reimburse Lessor for the premiums paid for such insurance upon receipt of notice of the amount due, if Lessor is required to pay such premiums.

17. Insurance on Lessee's Property. Lessee shall be solely responsible for maintaining insurance on its property, including but not limited to movables, trade fixtures installed by Lessee, furniture, furnishings and inventory.

18. Liability Insurance. Lessee shall, during the term of this lease, maintain public liability insurance on the leased premises and on the business operated by the Lessee or any subtenant occupying the leased premises. The limits of such public liability insurance shall not be less than \$1,000,000 per person, \$5,000,000 per accident, and \$500,000 for property damage. The policy representing such insurance shall name Lessor, [its successor, or his heirs] and assigns, and Lessee as insured. Such policy shall contain a clause that the insurer will not cancel or change in insurance without giving Lessor, [its successors, or his heirs] or assigns, ten (10) days' written notice, and a certificate of such insurance shall be delivered to Lessor prior to the inception of this lease.

19. Common Areas. Any parking area or other common areas which Lessor may provide shall be for the joint use of Lessor, Lessee, other tenants of Lessor, and the customers, invitees and employees of Lessor, Lessee, and other tenants of Lessor; Lessor hereby grants to Lessee the right, during the term of this lease, to use any parking area and other common areas which may be provided in common with others entitled to the use thereof. The use thereof shall be subject to such reasonable regulations or limitations as Lessor shall make or require from time to time.

20. Compliance with Laws. Lessor and Lessee agree not to violate any law, ordinance, rule or regulation of any governmental authority having jurisdiction of the leased premises and, if required solely by reason of Lessee's type of business, to make nonstructural repairs, improvements and alterations to the interior of the building on the leased premises and the common areas required by such authority.

21. Trash. All trash and refuse deposited outside the building must be placed in sufficient receptacles furnished by Lessee [approved by the Public Works Department].

22. Title and Quiet Enjoyment. Lessor covenants and warrants that it is the owner in fee simple absolute of the leased premises and may lease the premises as herein provided. Upon payment by Lessee of the rents herein provided and upon the observance and performance of all the covenants, terms and conditions upon Lessee's part to be observed and performed, Lessee shall peaceably and quietly hold and enjoy the demised premises for the term hereby demised without hindrance or interruption by Lessor or any other person or persons lawfully or equitably claiming by, through or under Lessor, subject to the terms and conditions of this lease.

23. Succession. This lease agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

24. Waste. Lessee agrees not to commit waste, nor permit waste to result or to be done to or upon the property and premises; not to conduct any business thereon or therein, nor store or permit to be stored thereon or therein any explosives, combustible substances or materials of any nature, which would increase the fire hazard or cause a premium to be charged for insurance higher than that charged for the present use of such property; and not to operate, nor permit to be operated, nor to exist thereon or therein, any public or private nuisance.

25. Assets. Lessor and Lessee agree that pursuant to Ark. Code Ann. § 6-23-506: Upon dissolution of the open-enrollment charter school or upon non-renewal of the charter, all net assets of the open-enrollment charter school purchased with public funds shall be deemed the property of the State, unless otherwise specified in the charter of the open-enrollment charter school.

26. State Immunity. Lessor and Lessee agree that no indebtedness of any kind incurred or created by the open-enrollment charter school shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the open-enrollment charter school shall involve or be secured by the faith, credit or taxing power of the State or its political subdivisions.

Furthermore, Lessor and Lessee agree that the Lessee shall not use the moneys received from the State pursuant to Ark. Code Ann. §§6-23-101, 6-23-301, 6-23-401 or 6-23-501 et seq., for any sectarian programs or activity or as collateral for any debt, including any debt incurred by Lessee to Lessor pursuant to the provisions of the Lease Agreement.

27. Use of State Funds. Lessor and Lessee agree that Lessee shall not pay for any improvements, upgrades, additions or repairs to the leased facility described herein except as a reasonable part of the agreed upon rent payment described in paragraph 3 and those agreed upon Lessee repairs agreed upon in paragraph 7 of this Agreement. Furthermore, to the extent that any portion of rent payment in paragraph 3 or Lessee repairs in paragraph 7 are to be paid from State funding, the Lessor and Lessee shall provide a detailed budget and expenditure report specifying exactly that portion of rent payment or repair cost concerning any improvements, upgrades, additions or repairs to the lease facility and the amount of State funds to be used to support those components of the rent or repair cost to the Lessee. Lessor shall not be required to make improvements to Lessee's premises that cost in excess of \$100,000.00.

28. State Approval. Lessor and Lessee agree that to the extent this Lessee will use any State funds from the Arkansas Public School Fund to pay the obligations of this lease agreement, the Lessee is first required to submit a copy of a detailed lease agreement (along with attached budget and expenditure report) setting forth all terms required herein along with any other relevant information required by the Arkansas State Board of Education and obtain the express approval of the Arkansas State Board of Education; otherwise this Agreement shall be considered null and void. Furthermore, neither the Lessor nor the Lessee shall change the terms or conditions of the Agreement

without first obtaining the express approval of the Arkansas State Board of Education. Any such change without the express approval of the Arkansas State Board of Education shall be considered null and void to the extent State funds are used as consideration to meet the obligations contained herein.

29. **Health, Safety, Facility and Zoning Codes.** The Lessor and Lessee agree that the above described lease facility and the location of the facility comply with and meet all health, safety, facility and proper zoning codes of the State of Arkansas or any political subdivisions of the State. Specifically, the Lessor agrees covenants and warrants that the above described lease facility meets all state and local laws, regulations and ordinances with regard to fire, safety and health code conditions and requirements and that the facility is properly located in an appropriate zoned area sufficiently removed from any adult novelty, liquor or gaming locations of business or transaction so as to comply with state or local laws, ordinances or regulations and thus be in compliance with Ark. Code Ann. § 6-23-401.

30. **Severability.** Each paragraph of this lease agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

31. **Interpretation.** This lease agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

32. **Entire Agreement.** This lease agreement contains the entire agreement of both parties hereto, and no other oral or written agreement shall be binding on the parties hereto. This lease agreement supersedes all prior agreements, contracts and understandings of any kind between the parties relating to the subject matter thereof. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

33. **Notice.** All notices, requests, demands and other communications required by or permitted hereunder shall be in writing and shall be deemed to have been duly given when received by the party to whom directed; provided however, that notice shall be conclusively deemed given at the time of its deposit in the United States mail when sent by certified mail, postage prepaid, to the other party at the following addresses (or at such other addresses as shall be given in writing by either party to the other):

Lessee: Jacksonville Charter Academy  
612 J.P. Wright Loop Road  
Jacksonville, AR 72076

Lessor: Germania Property Investors IX, L.P.  
Attn: Germania of America  
3490 Piedmont Road, NE, Suite 200  
Atlanta, GA 30305

34. **Release of Dower:** The undersigned, wife of Lessor herein, does hereby release and relinquish unto Lessee, for the term hereof and any extension thereof, all rights of dower and homestead which she has in the leasehold estate conveyed hereby to Lessee.

27

35. Utilities and Waste Disposal: Lessee agrees to pay for all utilities used upon or within the Demised Premises, including but not limited to electricity, gas, water and sewer. Lessee shall provide for the regular removal of all trash, rubbish and garbage from the Demised Premises.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this 29 day of August 2008.

Germania Property Investors IX,  
L.P., a Georgia limited partnership

By: Germania of America, Inc., a  
Georgia corporation, its general  
partner

By: Rickey W. Chancellor  
Name: RICKEY W. CHANCELLOR  
Title: SR. ASSET MGR.

W. I. Reach, Inc.  
Lessee [Signature] 8/29/08

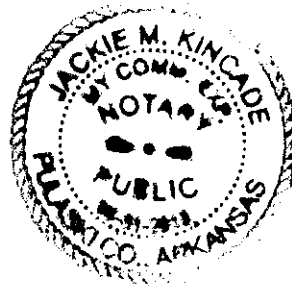
[ACKNOWLEDGEMENT]

THIS AGREEMENT made between Germania Property Investor TX (the Lessor)  
and W. I. Reach, Inc. (the Lessee), WITNESSETH:

For and in consideration of the covenants and agreements hereinafter contained, Lessor does hereby let, lease and demise unto Lessee, and Lessee does hereby lease for Lessor, the following described premises in the City of Jacksonville, County of Tulaski, State of Arkansas:

Jackie Kincaid  
8/29/08

Commission exp: Mar. 31, 2015



Attachment M,

Jacksonville Charter Academy  
2 Trent Jones Cove  
Sherwood Arkansas 72120  
Matthew Caton – Interim Director

August 25, 2008

Dear Superintendent,

Please find the enclosed final copy of the proposed Charter Application for Jacksonville Charter Academy for your review

If you have any comments or questions please don't hesitate to call us. We await for your reply.

Again -Thank you for reviewing our new charter school application..

A handwritten signature in black ink, appearing to read "Buster Lackey". The signature is stylized with a large, sweeping initial "B" and a trailing flourish.

Buster Lackey  
626-5199

Dave Sanders  
650-4990  
Charter School Consultants



Attachment M2

**U.S. Postal Service<sup>TM</sup>**  
**CERTIFIED MAIL<sup>TM</sup> RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)  
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 LITTLE ROCK AR 72205

Postage	\$ 1.85	0113
Certified Fee	\$2.70	05
Return Receipt Fee (Endorsement Required)	\$0.00	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 4.55	08/30/2008

Sent To *Lisa Acuden*  
 Street, Apt. No., or PO Box No. *11216 Airport Hill*  
 City, State, ZIP+4

PS Form 3800, August 2006 See Reverse for Instructions

Postage	\$ 1.85	0113
Certified Fee	\$2.70	05
Return Receipt Fee (Endorsement Required)	\$0.00	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 4.55	08/30/2008

Sent To *MR SD*  
 Street, Apt. No., or PO Box No. *2780 Poplar*  
 City, State, ZIP+4 *WUR 72114*

PS Form 3800, August 2006 See Reverse for Instructions

Postage	\$ 1.85	0113
Certified Fee	\$2.70	05
Return Receipt Fee (Endorsement Required)	\$0.00	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 4.55	08/30/2008

Sent To *PCSP*  
 Street, Apt. No., or PO Box No. *925 Dixon*  
 City, State, ZIP+4 *LA AR 72204*

PS Form 3800, August 2006 See Reverse for Instructions

6628 2458 1000 0411 8002

8 1000 0411 8002

128 2458 1000 0411 8002

0542 8755

7008 1140 0003 8542 8755

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**OFFICIAL USE**  
 LONGKE AR 72086

Postage	\$ 1.85	0113
Certified Fee	\$2.70	05
Return Receipt Fee (Endorsement Required)	\$0.00	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 4.55	08/30/2008

Sent To *Longke School*  
 Street, Apt. No., or PO Box No. *601 W. Hill*  
 City, State, ZIP+4 *Long AR 72086*

PS Form 3800, August 2006 See Reverse for Instructions

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**OFFICIAL USE**  
 LITTLE ROCK AR 72201

Postage	\$ 1.85	0113
Certified Fee	\$2.70	05
Return Receipt Fee (Endorsement Required)	\$0.00	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 4.55	08/30/2008

Sent To *Leso*  
 Street, Apt. No., or PO Box No. *801 W. Markel*  
 City, State, ZIP+4 *LA AR 72201*

PS Form 3800, August 2006 See Reverse for Instructions



# ARKANSAS DEPARTMENT OF EDUCATION

Dr. T. Kenneth James  
Commissioner

**State Board  
of Education**

Randy Lawson  
Bentonville  
Chair

Dr. Naccaman Williams  
Springdale  
Vice Chair

Sherry Burrow  
Jonesboro

Jim Cooper  
Melbourne

Brenda Guilett  
Fayetteville

Sam Ledbetter  
Little Rock

Alice Mahony  
El Dorado

Dr. Ben Mays  
Clinton

Diane Tatum  
Pine Bluff

September 26, 2008

Mr. Buster Lackey  
Jacksonville Charter Academy  
2 Trent Jones Cove  
Sherwood, AR 72120

Dear Applicant:

The Arkansas Department of Education (ADE) has completed the evaluation process of the applications for Open Enrollment Public Charter Schools as per 9.01 of the ADE Rules Governing Charter Schools. Enclosed is a copy of that evaluation for your review.

In accordance with the Charter School rules, you are allowed to submit a written response to this evaluation. Written responses must be **in the Charter School Office no later than 4:00 p.m., Friday, October 17, 2008.** Responses received after that date will not be processed.

Responses should be sent to the following address:

Dr. Mary Ann D. Brown  
Charter School Office  
Four Capitol Mall, Room 305-B  
Little Rock, AR 72201

Please feel free to contact the Charter School Office to verify receipt of your written response at (501) 683-5313.

Thank you,

Mary Ann D. Brown, Ed.D.  
Charter School Program Director

MAB/ler/ms

Enclosure: Public Charter School Application Evaluation Report

Four Capitol Mall  
Little Rock, AR  
72201-1019  
(501) 682-4475  
ArkansasEd.org

**2008-2009**  
**Public Charter School**  
**Application Evaluation Report**

Jacksonville Charter Academy



**Provided by:**  
**Arkansas Department of Education**  
**Charter School Office**



# ARKANSAS DEPARTMENT OF EDUCATION

## Arkansas Department of Education

### Charter School Application Evaluation Instrument

*The following instrument will be used to evaluate applications submitted to the Arkansas Department of Education ("ADE") for the establishment of new public charter schools. This instrument is only intended to provide clarity, transparency and consistency in the charter school application review process.*

The ADE will use the following instrument only to evaluate the quality of a charter school application against the criteria stated herein. For each of the application requirements, the criteria define the characteristics and elements of a response that meet the standard for charter approval. The following definitions will guide the rating of each information requirement:

**Meets the Standard:**

The response reflects a thorough understanding of key issues and demonstrates capacity to open and operate a quality charter school. It addresses the topic with specific and accurate information that shows thorough preparation and presents a clear, realistic picture of how the school expects to operate.

**Partially Meets the Standard:**

The response addresses most of the criteria, but response lacks meaningful detail and requires important additional information.

**Does Not Meet the Standard:**

The response lacks meaningful detail, demonstrates lack of preparation, or otherwise raises substantial concerns about the applicant's understanding of the issue in concept and/or ability to meet the requirement in practice.

# Arkansas Department of Education

## Open-Enrollment Public Charter School Application Evaluation

### EVALUATION RUBRIC

Name of Proposed School: **Jacksonville Charter Academy**

Eligible entity status:

- ☐ Public institution of higher education  
☐ Private nonsectarian institution of higher education  
☐ Governmental entity  
☒ Nonsectarian organization exempt from taxes under Section 501(c) (3)

Status of 501(c) (3) Application for Non-Sectarian Organization Exempt from  
Taxes Pending

Legal Comments	Reference
Ark. Code Ann. § 6-23-303 (6) requires that the eligible entity must establish its status as a § 501 (c) (3) tax-exempt organization prior to the first day of its operation with students. There is no documentation in the Application to show that the sponsoring entity has filed for § 501 (c) (3) status.	

### Part 1: PRE-APPLICATION MATERIALS

The Arkansas Department of Education requires that all applicants submit a Letter of Intent, outlining a general description of the proposed charter school.

#### Evaluation Criteria:

A response that meets the standard will guarantee that:

- A Letter of Intent was filed with ADE on time and included all necessary information.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Strengths	Reference
Concerns and Additional Questions	Reference
The letter of intent lacks description of location. The applicant only cites the city where the school will be located.	Letter of Intent

## Part 2: REQUIRED INFORMATION

### ***STANDARDS 1 and 2 OF APPLICATION: PUBLIC HEARING RESULTS***

All proposed school design teams must conduct a public hearing before applying for an open enrollment charter school, to assess support for the school's establishment. Applicants are asked both to document the logistics of the hearing and to include a narrative of the hearing results.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- A thorough description and evidence of public support exhibited at the hearing;
- Documentation of required notices published to garner public attention to the hearing; and
- Documentation of required notices of the public hearing to superintendents and school board members in contiguous school districts.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
One copy of the document of required notice is furnished in the application. Copies of postal notices are furnished.	Attachments
Concerns and Additional Questions	Reference
A copy of the document sent to superintendents and boards of contiguous districts informing them of the hearing is not provided. Proper documentation and proof that the general public attended a meeting is not attached (sign-in sheets).	

### ***STANDARD 3 OF APPLICATION: GOVERNING STRUCTURE***

The Governing Structure section should explain how the school will be governed. It should present a clear picture of the school's governance processes and composition, what responsibilities various groups and people will have and how those groups will relate to one another.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- Documentation of proper legal structure of the governing board;
- A clear description of the governing board's roles and responsibilities;
- Adequate policies and procedures for board operation, including board composition and member selection;
- A clear, sensible delineation of roles and responsibilities in relation to governance and school management; and
- A reasonable plan for involving parents, staff, students and community in the decision-making of the school.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Strengths	Reference
Roles of governing structure are clear and concise. An administrative position chart is provided.	4
Concerns and Additional Questions	Reference

### ***STANDARD 4 OF APPLICATION: MISSION STATEMENT***

The Mission Statement section should indicate what the school intends to do, for whom and to what degree.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- A mission statement that is meaningful, manageable and measurable.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
The mission statement is meaningful.	5
Concerns and Additional Questions	Reference
There is no statement of how the mission will be managed and measured.	

### ***STANDARD 5 OF APPLICATION: EDUCATIONAL NEED***

The Educational Need section should indicate how the school intends to offer a viable educational option for students in Arkansas. Along with the mission statement, this section outlines the basic rationale for the new school.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- A description of educational need that presents a clear option for students;
- A specific rationale for how the charter school will enhance or expand the educational options currently available to the school's target student population.

<b>Does Not Meet the Standard</b>	<b>Partially Meets the Standard</b>	<b>Meets the Standard</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<b>Strengths</b>	<b>Reference</b>
<b>Concerns and Additional Questions</b>	<b>Reference</b>
The application does not adequately describe the need for the proposed charter school.	

### ***STANDARD 6 OF APPLICATION: EDUCATIONAL PROGRAM***

The Educational Program section should describe the educational foundation of the school and the teaching and learning strategies that will be employed.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- A clear description of the proposed educational program, including but not limited to the foundational educational philosophy and curricular and instructional strategies to be employed; and
- A clear organization of the school in terms of both length of school day and year that meets minimum state requirements.

<b>Does Not Meet the Standard</b>	<b>Partially Meets the Standard</b>	<b>Meets the Standard</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<b>Strengths</b>	<b>Reference</b>
The application cites the use of personal learning plans (PLP), which will be used to measure student progress.	7
<b>Concerns and Additional Questions</b>	<b>Reference</b>



## ***STANDARD 7 OF APPLICATION: ACADEMIC ACHIEVEMENT GOALS***

The Academic Achievement Goals section should define the performance expectations for students and the school as whole.

### **Evaluation Criteria:**

A response that meets the standard will present:

- Specific goals in:
  - Reading;
  - Reading Comprehension;
  - Mathematics; and
  - Mathematics Reasoning;
- Goals that clear, measurable and data-driven;
- Goals on improving student achievement; and
- Valid and reliable assessment tools for measuring each of the defined goals.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
Reliable assessment tools will be used. There are clear goals for improving student achievement.	24-26
Concerns and Additional Questions	Reference
The goals do not specifically address reading comprehension and mathematics reasoning.	25-26

## ***STANDARD 8 OF APPLICATION: CURRICULUM DEVELOPMENT AND ALIGNMENT***

The Curriculum Development and Alignment section should define the process by which the design team developed (or chose) the curricular program of the school, and illustrate alignment with Arkansas Curriculum Frameworks.

### **Evaluation Criteria:**

A response that meets the standard of a curricular development and alignment program will present:

- Evidence that the curriculum aligns with, or a sound and rationale plan and timeline for aligning the curriculum with, the Arkansas Department of Education's content standards, benchmarks and performance standards.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
The dean of curriculum will work to ensure that the curriculum aligns with the state frameworks.	26
Concerns and Additional Questions	Reference
No clear timeline for aligning the curriculum with the Arkansas Curriculum Frameworks is provided.	26-27

### ***STANDARD 9 OF APPLICATION: GEOGRAPHICAL SERVICE AREA***

The Geographical Service Area section must outline the impact of a new school opening within the current public education system.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- The specific geographical area served by the charter school; and
- Information on the school districts within the geographical area that may be affected (including data on the expected number of students to transfer to the charter school).

<b>Does Not Meet the Standard</b>	<b>Partially Meets the Standard</b>	<b>Meets the Standard</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<b>Strengths</b>	<b>Reference</b>
<b>Concerns and Additional Questions</b>	<b>Reference</b>
There is no information provided on the school districts that may be affected. No data on the expected number of students to transfer to the charter school is provided. The geographical area is not clearly described.	

### ***STANDARD 10 OF APPLICATION: ANNUAL PROGRESS REPORTS***

The Annual Progress Reports section should define how the academic progress of individual students and the school as a whole will be measured, analyzed and reported.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- A clear and conceptually sound plan for documenting and reporting student performance data;
- A timeline for data compilation and completion of an annual report to parents, the community and the State Board of Education that outlines the school's progress; and
- A plan for dissemination of the annual report to appropriate stakeholders.

<b>Does Not Meet the Standard</b>	<b>Partially Meets the Standard</b>	<b>Meets the Standard</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<b>Strengths</b>	<b>Reference</b>
The school will provide copies of reports to parents, and publish documentation in the local newspaper and on the school's website before November 15.	27-28
<b>Concerns and Additional Questions</b>	<b>Reference</b>

## ***STANDARD 11 OF APPLICATION: ENROLLMENT CRITERIA AND PROCEDURES***

The Enrollment Criteria and Procedures section should describe how the school will attract and enroll its student body, including any criteria for admission and enrollment. Applicants must also provide assurances for a random lottery selection process.

### **Evaluation Criteria:**

A response that meets the standard will present:

- A student recruitment plan that will provide equal opportunity for all parents and students to learn about and apply to the school;
- An enrollment and admissions process that is open, fair and in accordance with applicable law; and
- A process for, and a guarantee of, a random, anonymous lottery process should there be more student applications than can be accommodated under the terms of the charter.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Strengths	Reference
The application makes no mention of reserved seats for certain individuals. Admission process is open, fair and equitable. .	28
Concerns and Additional Questions	Reference

## ***STANDARD 12 OF APPLICATION: STAFFING PLAN***

The Staffing Plan section should describe the job duties of the school director and other key personnel. This section should also describe the professional standards that all employees will be held to.

### **Evaluation Criteria:**

A response that meets the standard will present:

- A job description for the school director and other key personnel, including but not limited to an operations director, board members, teachers, etc.;
- An outline of the professional qualifications required for administrators, teachers, counselors, etc; and
- A staffing plan that clearly outlines both the types and numbers of positions to be filled at the school and salary scales for such positions.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
The application provided job descriptions and salary scales for key personnel. The application cites that teachers will be "encouraged to seek Arkansas Teacher's Certification during employment".	28
Concerns and Additional Questions	Reference
There are no specific requirements or job description listed for Board Members.	

### ***STANDARD 13 OF APPLICATION: BUSINESS AND BUDGETING PLAN***

The Business & Budgeting Plan section should describe how the charter school will organize its business office and manage its fiscal responsibilities.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- An appropriate plan for how the school will manage procurement activities;
- A description of the personnel required to carry out business duties, including the requisite qualifications of any proposed personnel;
- A realistic timeline and process by which the governance structure will review and adopt an annual budget; and
- A balanced budget that accurately reflects the revenue currently available to the school and expenditures for program implementation.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
The application indicates that the school will hire a full-time Chief Financial Officer whose duties are described in the application. A procurement plan is outlined with segregation of duties. The application contains a process by which the Chief Financial Officer prepares and submits an annual budget to the Board of Directors for their approval. The application lists the qualifications required for the Chief Financial Officer. The adjusted anticipated revenue is sufficient to fund the proposed budget with a projected carryover in excess of \$300,000.	29, 31-33
Concerns and Additional Questions	Reference
The narrative indicates that several grant applications will be made and that preparations are underway. This revenue is included in the budget but is not guaranteed at this point.	45

## ***STANDARD 14 OF APPLICATION: FINANCIAL AND PROGRAMMATIC AUDIT PLAN***

The Financial and Programmatic Audit Plan section should provide the procedure and timeline by which an annual audit should be conducted. This section should also include an outline for the information that will need to be reported to ADE and the community.

### **Evaluation Criteria:**

A response that meets the standard will present:

- A sound plan for annually auditing school's financial and programmatic operations.

<b>Does Not Meet the Standard</b>	<b>Partially Meets the Standard</b>	<b>Meets the Standard</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<b>Strengths</b>	<b>Reference</b>
The application states that an annual audit will be conducted either by the Division of Legislative Audit or by an independent, certified public accountant in accordance with the provisions of the Arkansas Public School Audit Laws.	35
<b>Concerns and Additional Questions</b>	<b>Reference</b>

## ***STANDARD 15 OF APPLICATION: ARKANSAS PUBLIC SCHOOL COMPUTER NETWORK ASSURANCES***

The Arkansas Public School Computer Network (APSCN) Assurances section should provide documentation of the applicant's understanding of and participation in the required state educational data reporting system.

### **Evaluation Criteria:**

A response that meets the standard will present:

- Assurance that the charter school will comply with all state statutory requirements regarding the APSCN educational data reporting system.

<b>Does Not Meet the Standard</b>	<b>Partially Meets the Standard</b>	<b>Meets the Standard</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<b>Strengths</b>	<b>Reference</b>
The application assures that the school will participate in the Arkansas Public School Computer Network (APSCN) as required.	35
<b>Concerns and Additional Questions</b>	<b>Reference</b>

## ***STANDARD 16 OF APPLICATION: FACILITIES***

The Facilities section should provide an understanding of the school's anticipated facilities needs and how the school plans to meet those needs.

### **Evaluation Criteria:**

A response that meets the standard will present:

- An informed understanding of the facility needs of the school over the term of its charter.
- A realistic plan for securing a facility that is appropriate and adequate for the school's program and targeted population.
- Evidence that the school understands the costs of securing and improving a facility and has access to the necessary resources to fund the facility plan.
- A sound plan for continued operation, maintenance and repair of the facility.

For schools that will be using district-owned facilities, a response that meets the standard will present:

- Documentation that the school district and school are in agreement over the use of the facility and its equipment.

For schools that will NOT be using district-owned facilities, a response that meets the standard will present:

- Documentation that the property owner and school are in agreement over the use of the facility and its equipment;
- A statement of the facilities' compliance with applicable codes; and
- A detailed outline of any relationships between the property owner and:
  - members of the local board of the public school district where the charter school will be located;
  - the employees of the public school district where the charter school will be located;
  - the sponsor of the charter school; and
  - employees, directors and/or administrators of the charter school.

<b>Does Not Meet the Standard</b>	<b>Partially Meets the Standard</b>	<b>Meets the Standard</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<b>Strengths</b>	<b>Reference</b>
The application cites that the building will be in compliance with all state and federal requirements. There is no relationship between property owner and foundation members.	35-36
<b>Concerns and Additional Questions</b>	<b>Reference</b>
Please see Charter School Site Visit Report provided by the Facilities Department.	
<b>Legal Comments</b>	<b>Reference</b>
Any facilities used by the Applicant will have to be inspected by the Division of Public School Academic Facilities and Transportation prior to any State Board of Education action on the application. All facilities must meet the requirements of the Americans with Disabilities Act and the Individuals with Disabilities Education Act. The site must also be selected and reviewed before State Board action to ensure both adequacy for the proposed facilities as well as compliance with health, safety, building and zoning laws.	

A final review of all Lease Agreements for Charter School facilities will be performed by the ADE before Board action on the Application is taken	
---	--

## ***CHARTER SCHOOL SITE VISIT REPORT***

**Date:** 9/19/08

1. **Charter School:** Jacksonville Charter Academy
2. **Location:** 612 JP Wright Rd., Jacksonville, AR. The proposed facility will be in the old Wal-Mart building at the Air Base exit off highway 167 and is on the frontage road.
3. **General Observations:** This is a commercial building in a strip shopping center. It is in the jurisdiction of the City of Jacksonville for the purpose of code inspections.
4. **Academic Suitability:** The interior renovation will be extensive as there is only a shell of a building.
5. **ADA Accessibility:** The parking lot and entrances are accessible. All interior renovations will need to be made accessible as required.
6. **Life Safety Codes:** The building is fully sprinkled and has a fire alarm. The hvac equipment is on the roof. The facility will require a Certificate of Occupancy from the City of Jacksonville prior to occupying the building
7. **Conclusion:** The facility does not meet the full range of the most current standards as stated in the Arkansas Facility Manual. But, given waivers for the obvious non-compliance with the most current facility standards, the facility does appear to meet the most critical facility needs.
8. **Recommendation:** That facility be brought up to the full standard or waivers issued/or extended by the state board.
9. **Asbestos:** There is no information available as to the status of asbestos in the facility.

## ***STANDARD 17 OF APPLICATION: STUDENT SERVICES***

The Student Services section should describe how the school will address services for its student body.

### **Evaluation Criteria:**

A response that meets the standard will present:

- A guidance program that will serve all students;
- A health services program that will serve all students;
- A plan for a media center for use by all students;
- A transportation plan that will serve all eligible students;
- Sound plans for educating special education students that reflect the full range of programs and services required to provide such students with a high quality education;
- An alternative education plan for eligible students, including those determined to be at-risk, or those that are bilingual or have limited English proficiency; and
- Plans for a gifted and talented program for eligible students.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
Concerns and Additional Questions	Reference
Application did not address Gifted and Talented program under the standard.	

## ***STANDARD 18 OF APPLICATION: STUDENT SERVICES***

This section should describe how the school will address food services for its student body.

### **Evaluation Criteria:**

A response that meets the standard will present:

- A food service plan that will serve all eligible students.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
Concerns and Additional Questions	Reference
Though food service is mentioned in another area of the application, it does not meet the specific evaluation criteria of standard 18. The application lacks specific plans for providing food services through the USDA Child Nutrition Program. The Food Service Budget insufficient to cover the cost of meals for the number of planned students. The applicant is not specific on the programs to be offered by the charter schools (Breakfast, Lunch, Afterschool Snack).	36



### ***STANDARD 19 OF APPLICATION: PARENTAL INVOLVEMENT***

The Parental Involvement section should describe how parents or guardians of enrolled students will make a positive impact on the school and its educational program.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- A plan for involving parents and guardians in the school's education programs.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
Concerns and Additional Questions	Reference
Though parental involvement is mentioned in another area of the application, it does not meet the specific evaluation criteria of standard 19.	38

## STANDARD 20 OF APPLICATION: WAIVERS

The Waivers section should provide describe any waiver from local or state law for which the charter is seeking.

### Evaluation Criteria:

A response that meets the standard will present:

- A persuasive explanation of any waiver requests; and
- A compelling description of how the school will address any waivers.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Strengths	Reference
Compelling reasons/descriptions of waiver requests are provided.	39-42
Concerns and Additional Questions	Reference
Legal Comments	Reference
<p>Ark. Code Ann. §§ 6-15-1004, 6-17-401 and 6-17-902 and Section 15.03 of the Department's Rules Governing Standards for Accreditation for Public School Districts:</p> <ul style="list-style-type: none"> <li>• The State Board may (but is not required) to waive the teacher certification requirement. However, the Board may not waive the requirements that charter school teachers have a bachelor's degree and meet content knowledge requirements <u>if they teach core subjects</u>.</li> <li>• No waiver shall be granted to any Arkansas Statutes nor Department Rules governing requirements for highly qualified teachers.</li> <li>• The ADE Rule Governing the Arkansas Comprehensive Testing, Assessment and Accountability Program, Sections 5.02.4 and 5.03.2, requires that standardized assessments be administered according to procedures established by the ADE. The ADE's procedures require that certified teachers administer the standardized assessments. Violations of such procedures are subject to sanctions by the State Board pursuant to Ark. Code Ann. § 6-15-438.</li> <li>• All teachers and school personnel must submit to the criminal background checks.</li> </ul> <p>ADE Rule Governing Minimum Schoolhouse Construction: This Rule no longer exists; construction standards are now handled by the Division of Public School Academic Facilities and Transportation.</p>	

<p>Ark. Code Ann. § 6-17-919 (“Warrants void without valid certificate and contract”): Under Ark. Code Ann. § 6-17-919, the only requirement which would be waived is the ability to pay a teacher’s salary only upon the filing of a teacher’s certificate with the county clerk’s office, if the requirement of a teacher’s certificate is waived for such teacher.</p> <p>Ark. Code Ann. § 6-17-920 (“Examination of teacher’s contracts”): This Section is not capable of being waived by the Board, as the duties imposed by this Code Section are upon the county clerk, and not upon Jacksonville Charter Academy.</p>	
---	--

### ***STANDARD 21 OF APPLICATION: DESEGREGATION ASSURANCES***

The Desegregation Assurances section should describe the applicant’s understanding of applicable statutory and regulatory obligations to create and maintain a unitary system of desegregated public schools.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- Assurance that the charter school will comply with all applicable federal and state statutory and regulatory requirements regarding the creation and maintenance of desegregated public schools; and
- An outline of the potential impact of the proposed charter school on those desegregation efforts already in place in affected public school districts.

<b>Does Not Meet the Standard</b>	<b>Partially Meets the Standard</b>	<b>Meets the Standard</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<b>Strengths</b>	<b>Reference</b>
	42
<b>Concerns and Additional Questions</b>	<b>Reference</b>
The application does not clearly outline the potential impact of the proposed charter school.	
<b>Legal Comments</b>	<b>Reference</b>
The Applicant states that it “...will serve a diverse student population that is reflective of Jacksonville.” The Applicant appears to misunderstand the requirements of Ark. Code Ann. § 6-23-106. Also, the Applicant is charged, under Ark. Code Ann. § 6-23-306 (16) to prohibit discrimination in its admissions policy on the basis of race.	42

### ***ADDITIONAL COMMENTS:***

# **Jacksonville Charter Academy**

*A tuition free open enrollment public Charter School*

**RECEIVED**  
OCT 17 2008  
CHARTER SCHOOL OFFICE



**Jacksonville Charter Academy**  
**2 Trent Jones Cove**  
**Sherwood Arkansas 72120**  
**(501) 626-5199**  
(Temporary Contact Information)

**October 15, 2008**

**Dr. Mary Ann Brown**  
**Arkansas Dept. of Education**  
**4 Capital mall, Room 305-B**  
**Little Rock, Arkansas 72201**

**Dear Dr. Brown**

**Please find the enclosed reply to the ADE charter application for the proposed Jacksonville Charter Academy.**

**This response is being hand delivered by Mr. Dave Sanders on October 17, 2008**

**Sincerely,**

A handwritten signature in black ink that reads "Buster".

**Dr. Buster Lackey**

**Cc: Board Members**  
**Rev. Craig Collier**  
**Jacksonville Police Chief Gary Sipes**  
**Nancy Meador**

**Jacksonville Charter Academy**

1. Nonsectarian organization exempt from taxes under Section 501(c) (3)  
Status of 501(c) (3) Application for Non-Sectarian Organization Exempt from  
Taxes

**Win 1 Reach 1 Community Development, D/B/A Jacksonville Charter Academy has met Ark. Code Ann. 6-23-303 which requires that the eligible entity must establish its status as a 501(c)3 tax-exempt organization prior to the first day of operation.**

**As supplement information to the application we have enclosed attachment 1 to fulfill the evaluators concerns and legal requirements.**

R14727

TE3

651197347



Department of the Treasury  
Internal Revenue Service  
EO Rulings and Agreements  
P O BOX 2508  
CINCINNATI OH 45201

Date of this notice: **November 12, 2007**  
 Notice Number: **CP-158**  
 Taxpayer Identification Number:  
**65-1197347**  
 Tax Form:  
 Tax Period:  
 Advance Ruling Period Ending Date:  
**December 31, 2007**

102996.441207.0330.007 1 AT 0.334 855



For assistance, call:  
**1-877-829-5500**

WIN 1 REACH 1 COMMUNITY DEVELOPMENT  
% CRAIG B COLLIER  
PO BOX 95225  
N LITTLE ROCK AR 72190-5225250

Our records indicate that your advance ruling period will expire in the next 30 days. The IRS exemption letter you received stating that you were exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code explained that you would be treated as a publicly supported organization and not as a private foundation during your advance ruling period. It also stated that at the end of your advance ruling period you would have to establish that you were, in fact, a publicly supported organization.

Within 90 days after the end of your advance ruling period, as shown above, you need to establish that you are a publicly supported organization under either section 509(a)(1) and 170(b)(1)(A)(vi) or section 509(a)(2) of the Code. To do so, complete and return the enclosed Form 8734, Support Schedule for Advance Ruling Period, for the tax years in your advance ruling period.

If we do not receive this information within 90 days after the end of your advance ruling period, we will presume that you are a private foundation. Deductibility of contributions to a private foundation is more limited than deductibility of contributions to a public charity. In addition, private foundations are subject to excise taxes that are not imposed on public charities and must file a Form 990-PF each year. For further information about private foundations, access the IRS Charities and Nonprofits Web site at [www.irs.gov/eo](http://www.irs.gov/eo), click on "Life Cycle" and then click on "Life Cycle of a Private Foundation."

The end of your advance ruling period does not terminate your exemption. The Form 8734 is for the purpose of determining your public support status. Since your exempt status is not under consideration, you will continue to be recognized as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

If you have any questions regarding this matter, please call our toll free number shown above.

After completing Form 8734, Support Schedule for Advance Ruling Period, please return to the address below:

# ATTACHMENT 1

Internal Revenue Service  
P.O. Box 192  
Covington, KY 41012-0192

## 2. STANDARDS 1 and 2 OF APPLICATION: PUBLIC HEARING RESULTS

All proposed school design teams must conduct a public hearing before applying for an open enrollment charter school, to assess support for the school's establishment. Applicants are asked both to document the logistics of the hearing and to include a narrative of the hearing results.

**Attachment #2 is a copy of the public meeting reminder letter was mailed to all Superintendents and School Board Members. In cases where the district provided Superintendent and/or School Board Members email address the same letter was emailed as well as mailed via United States Postal Service.**

**Attachment #2A-2M are the sign sheets with any public comments, suggestions, concerns or questions.**



Jacksonville Charter Academy  
2 Trent Jones  
Sherwood, AR 72120

This is a friendly reminder of the public hearing that will be held at Mount Pisgah Baptist Church, in Jacksonville, AR.

Win 1 Reach 1 Community Development sponsors a hearing to inform the public about its plans to establish Jacksonville Charter Academy. The school will be an academically challenging college preparatory program focusing on reading the students for college. The school will accept students regardless of race, ethnic origin, national background, or socioeconomic level.

Jacksonville Charter Academy is projected to serve k-6<sup>th</sup> grades in August of 2009 and higher grades in the next four years. As an open enrollment public charter school, the school will draw students from around the Jacksonville area. Win 1 Reach 1 Community Development invites community members, educators, parents and students to attend this hearing for information and contribution to the establishment of Jacksonville Charter Academy.

Dave Sanders  
Consultant  
[Dave.sanders@jacksonvillecharter.org](mailto:Dave.sanders@jacksonvillecharter.org)  
501-650-4990

**From:** Dave Sanders (dave.sanders@jacksonvillecharter.org)

**To:** pcssdzone5@msn.com; cwood@entergy.com; shanac66@att.net; wvasquez.pcspd@yahoo.com; gwilliams29@earthlink.net

**Date:** Wednesday, August 27, 2008 7:05:24 PM

**Subject:**

Jacksonville Charter Academy  
2 Trent Jones  
Sherwood , AR 72120

This is a friendly reminder of the public hearing that will be held at Mount Pisgah Baptist Church , in Jacksonville , AR.

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Dave Sanders

Consultant

[dave.sanders@jacksonvillecharter.org](mailto:dave.sanders@jacksonvillecharter.org)

501-650-4990

## Attachment 2B

August 9 and 29, 2008

### Jacksonville Charter Academy Public Meeting

The meeting began with a summary of the experiences of the Jacksonville Charter Academy team member, and a overview of the proposed charter school followed by a question and answer time.

The following are questions answered at the Public Meeting.

- ✓ What is an Open Enrollment Charter School
- ✓ Review Arkansas Charter Law (Quick Overview)
- ✓ Why Jacksonville
- ✓ What will teacher-student ratio be
- ✓ What is the proposed location
- ✓ Will you hire people from Jacksonville
- ✓ How will JCA individualized the curriculum
- ✓ How are you funded
- ✓ How much is tuition
- ✓ How will you meet special education needs
- ✓ How will parents be involved
- ✓ How can community members be involved
- ✓ Will you have a school resource officer
- ✓ Will there be school uniforms
- ✓ How do you enroll students
- ✓ Is it true that you must do a lottery
- ✓ Will you have a school bus routes
- ✓ Will the Air Force Base play a part in JCA

# ATTACHMENT 2C

## MEETING SIGN-IN SHEET

**Project:** Jacksonville Charter Academy - Public Meeting

**Meeting Date:**

August 9, 2008

**Facilitator:** Dr. Buster Lackey

**Place/Room:**

Mt. Pisgah Baptist Church

Name	Comments
Dea Joseph L. Lackey	I Approve this endeavor
ROMAN HENRI	
Merlene M. Hise	God Blessings upon this school
Kenneth M. Hise	This is wonderful for the Jacksonville community
Ratonda Garrett	
Shirley N. N. N.	
Melinda Jackson	
Dee Dee	
Franklin	
Daniel Clark	
Arnell Jackson	
Shirley Carrier	
Frederick Carrier	
Deborah Taylor	
Stephanie Stephens	
Debra Hood	
Laura Davis	
Joe	

# MEETING SIGN-IN SHEET

**Project:** Jacksonville Charter Academy - Public Meeting

**Meeting Date:**

August 9, 2008

**Facilitator:** Dr. Buster Lackey

**Place/Room:**

Mt. Pisgah Baptist Church

Name	Comments
<del>Shirley Stigler</del>	
<del>Shirley Stigler</del>	
Norma Wilbur Nichols	
Shawonda Perry	
Dee L. Kihane	
Ma Laurence	
Jeresa Laurence	
Bong Wright	
Leslie Shree	
Vivian Shree	
Marilyn Aulton	
Willie Luckader	
Chitra	
Mary Wilson	
Rose Lamm	
Sarah Bellixson	
Celine Lee	
Cynthia Shuter	

## MEETING SIGN-IN SHEET

August 9, 2008

**Mt. Pisgah Baptist Church**

Name	Comments
Eddie Jones	
Rev. Joseph H. Gibson	
Jocilia Wells	
Hummer	
Curt & Carol	
Ted Carter	
HARRY HARRY	
Lorie Haraford	
Leah Williams	
Karen Maxwell	
Sarah Kincaid	
Gloria Shultz	
Wm. Buckle	
Dennis Sloss	

August 9, 2008

**Mt. Pisgah Baptist Church**

Name	Comments
Stano Lefsbu	
Carula Linn	
Malarie Lickadue	
Shaletha Wyck	
Randy M. Lewis	
Emma Herby	
Frank Herby	

August 9, 2008

**Mt. Pisgah Baptist Church**

Name	Comments
Clair V Coplin	
John P. Pogue	
Dorothy Pogue	
Frances Pogue	
Ann Pasko	
Rick Pasko	
Mary Bester	
Lanette Fountaine	
D. V. Adell	
Robert S. S.	
Rae S.	
Flora Dyer	
Joe E.	
Bernice Riddler	



2h

# MEETING SIGN-IN SHEET

**Project:** Jacksonville Charter Academy - Public Meeting

**Meeting Date:**

August 9, 2008

**Facilitator:** Dr. Buster Lackey

**Place/Room:**

Mt. Pisgah Baptist Church

Name	Comments
Andrew Cooney	
Donna Avery	
Adrian Avery	
Rosa Phocall	
Bernice Rife	
Willie Wilson	
Valerie Turner	
Debi Lane	
Kneth Watson	
Damella Dixon	
Shirley Johnson	
Shalgar Johnson	
Gosie Cooney	I approve this Program.
Bernice Harris	
Jamie Evans	
Freda Smith	
Francis Pannell	
Russell Whitman	

# MEETING SIGN-IN SHEET

**Project:** Jacksonville Charter Academy - Public Meeting

**Meeting Date:**

August 9, 2008

**Facilitator:** Dr. Buster Lackey

**Place/Room:**

Mt. Pisgah Baptist Church

Name	Comments

2j

**Mt. Pisgah Baptist Church**

Name	Comments
James Head	
Daniela Walker	
William Zyles	
Karen Gabriel	
Nelda Gary	
Audrey Jones	
Penny Fogle	
Marcia Taylor	
Elizabeth Lacey	

Aug 9, 2008

2K

Rey A

Kandee White

Shirley D. Scott

Alex Lambert

Jeff Edwards

Joseph Edwards

Colinda Holder

Kurt Bodman

Jacki Kincaid

Maureen Kincaid

Kristle Watson

Balicy Meadows

Gonisha Jones  
Shop Jan  
Janise Wright

2h

Andrea Kincaid  
Kincaid

~~Booker M. M. M.~~  
H. and A. G. G.  
Jerry Stokes, Jr.

Jim D. Dwyer  
Monique M. M. M.

Narvela Kiano

Corey L. L. L.  
L. C. C. C.

Lichelle Barnes

Robbie Baker

2M

## MEETING SIGN-IN SHEET

Project: Jacksonville Charter Academy - Public Meeting

Meeting Date:

August 29, 2008

Facilitator: Dr. Buster Lackey

Place/Room:

Mt. Pisgah Baptist Church

Name

Comments

Dr. Buster Lackey  
Seri Lackey

Matt Caton

Nancy Meador

What can I do To HELP?

Wendy Sanders

Candace Sanders

Craig B. Collier

Marilyn Duncade

DORIS AVERY

ROZAN AVERY

John T. Taylor

Jackie Kinsler

Guth Rogers

Karen Maxwell

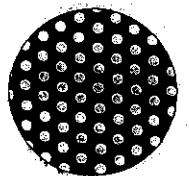
Karen Stash

Janet Papp

Janette Pearson

Marcia Taylor

(NOTE: Jay with Jacksonville Mayors Office + a reporter with Jacksonville leader were present but did not sign in.)



### **3. STANDARD 4 OF APPLICATION: MISSION STATEMENT**

**The mission of JCA will be managed and measured by the following:**

**The mission statement will serve as a standard for all data collection and achievement. JCA will assign an employee to responsible for the collection of all data on an on-going basis in regards to the management and measuring of JCA's mission. When the data indicates that the standards of JCA is not being met, immediate corrective action will be taken immediately.**

**Starting in the sixth grade and continuing through twelfth students will be started on a college preparatory educational track to insure college success. JCA staff will track all graduates college and university attendance for college success.**

**JCA staff will manage grade inflation by comparing grades to standardized test.**

#### **4. Standard 5 of Application: Educational Need**

Throughout Arkansas, students from poverty backgrounds attend metro/urban schools that utterly fail to meet the student's needs as tomorrow's leaders.

Students who are slow readers, poor learners, students with adjustment problems, and students in need of a school experience that differs from the traditional offerings of traditional public schools. Some of them have poor attendance, histories of failure, poor achievement, and misbehavior in school. Some have dealings with the courts, some are neglected, some are from abusive families, and some represent the maladjusted behavior in school. Some are qualified for special education and others are students whose natural talents and abilities are under-developed and unrecognized in typical urban/metro schools. No matter the case the students represented here are all in need of assistance from a non-traditional school that a traditional school seldom provide. These are the students that drive the mission of Jacksonville Charter Academy.

Reports revealing the condition of Arkansas school students who are testing basic or below basic on their standardized test are horrific. According to the Pulaski County Special School District the following are numbers show the percentage of students scoring at or below basic on standardized test and a direct need for a non-traditional charter school with offerings such as Jacksonville Charter Academy.

3 <sup>rd</sup> Grade	Literacy	Math
African-American	57.1 %	48.6%
Caucasian	36.8%	22.2%
4 <sup>th</sup> Grade		
African-American	59 %	57.6%
Caucasian	35.2%	27.4%
5 <sup>TH</sup> Grade		
African-American	53.1 %	59.8%
Caucasian	31.6%	29%
6 <sup>th</sup> Grade		
African-American	61.4 %	40.2%
Caucasian	62.8%	30.9%
7 <sup>th</sup> Grade		
African-American	51.2 %	67.4%
Caucasian	38.4%	43.9%
8 <sup>th</sup> Grade		
African-American	50.6 %	82.8%
Caucasian	35.1%	56.9%

Where as Jacksonville Charter Academy mission begins with the premise that all students can achieve educational excellence when given the proper encouragement and tools. That all students can fully develop their talents and gifts and can exercise their personal strengths that are not typically recognized in traditional public schools. The average student who will enroll at JCA may not have had great success at other traditional public schools. Rather they will be students whose life and school experiences demonstrate a I can desire for intervention and redirection. The above grim statics underscore the educational need for a solid college preparatory charter school such as Jacksonville Charter Academy.



## **5. Standard 7 of Application: Academic Achievement Goals**

The following goals will be used to address reading comprehension and mathematics reasoning.

### **Reading:**

Along with the other assessments and tools listed in the full charter application previously submitted JCA will see that kindergarten-sixth grade students use word recognition skills and strategies to read and comprehend with 90% accuracy. That students will build a vocabulary through wide reading with 90% accuracy. They will demonstrate evidence of reading comprehension with 90% accuracy. The students will understand and apply knowledge of text components useful to comprehend text with 90% accuracy. They will expand comprehend by analyzing, interpreting and synthesizing information and ideas in literacy and informational text with 90% accuracy. Students will have a solid understanding of phonics with 90% accuracy, they will think critically and analyze author's use of language, style and perspective in information and literary text with 90% accuracy.

### **Math Reasoning:**

Kindergarten will create patterns, relationship and functions with 90% accuracy. Students will recognize: squares, rectangles, triangles, circles, cones, lines, point with 90% accuracy. Students will compare, sort, classify, draw and build familiar shapes with 90% accuracy. Students will compare models to actual to actual objects with 90% accuracy. Students will describe locations, front, back, between, next to with 90% accuracy. Students will explore enlarging and reducing shapes with 90% accuracy. Students will use balance scales and thermometers with 80% accuracy. Students will use standard and non-standard tools for measurements with 75% accuracy. Students will gather, organize data, make predictions with 90% accuracy. Students will conduct surveys and explore ways to solve problems with 80% accuracy.

1-6<sup>th</sup> graders will gather and organize data using pictures, tallies, tables, charts, diagrams, and graphs with 90% accuracy. Students will describe data on a graph, use data to make predications and draw conclusions, read, write, and count 0-100, count by 2's,5's,10's with 90% accuracy. Students will investigate concepts of halves, thirds, and fourths, name place values up to 3 digits with 90% accuracy.

Students will all write addition and subtraction problems to match concrete objects ,solve open number sentences, find missing numbers in addition and subtraction problems with 90% accuracy. Students will represent the difference between chance and certainty, describe outcomes as "more likely" or "less likely" to occur, conduct probability experiments with 90% accuracy. Students will identify sequence of events to accomplish an task, explore multiple solutions to a problem, create patterns, relationships and functions, recognize squares, rectangles, triangles, circles, cones. lines. points with 95% accuracy. Students will use balance scales and thermometers with 80% accuracy. Students will use standard and non-standard tools for measurements with 90% accuracy. Students will gather, organize data, make predictions with 95% accuracy. Students will conduct surveys and explore ways to solve problems with 90% accuracy.

## **6. STANDARD 8 OF APPLICATION: CURRICULUM DEVELOPMENT AND ALIGNMENT**

Upon approval for the Jacksonville Charter School, its administration will immediately begin to create a standards based curriculum, based on the Arkansas frameworks beginning first with literacy, mathematics, and science. JCS school officials will enlist the technical support of Arkansas Department of Education specialist in math, literacy and math and UCA/UALR partners, as well as the research of Dr. Robert Marzano, particularly his books, *Making Standards Useful in the Classroom* and *Designing and Assessing Educational Objectives*, will be used, as well as the work of Heidi Hays Jacobs (*Mapping the Big Picture*).

Designing and implementing a standards-based curriculum will occur in three major phases: planning, producing, and implementing

The tentative timeline for curriculum development is as follows:

January, 2009 (ongoing): Phase 1—Planning

In organizing for curriculum planning, a Curriculum Planning Council will be created. The Curriculum Planning Council will at first be composed of the director, the principal, and the dean of curriculum and will be charged with the responsibility for the planning and development phase of the curriculum process and for overseeing all other phases dealing with curriculum. Additional members of the council will be selected from the faculty, as well as a representative from the Board of Trustees. These representatives will be key communicators who can enhance understanding to all the school's stakeholders.

Duties may include:

1. Creating content area specific work groups to produce the written curriculum documents;
2. Planning the needed staff development and resources for curriculum activities;
3. Communicating curriculum activities to all those appropriate in the school and community, and securing necessary approvals for each activity as needed;
4. Developing a standard format for all curriculum documents and providing needed resource documents for content specific work groups;
5. Making recommendations for procedures in line with Board policies on curriculum;
6. Monitoring work group activities and making recommendations to Board regarding approval of the documents produced;
7. Identifying and arranging for the curriculum monitoring and evaluation processes.

## **April —July, 2009: Phase 2—Production**

**When it is time to initiate the written development of courses of planned instruction in specific subject areas, the Curriculum Planning Council selects teachers with expertise in specific subjects who will serve on content specific work groups. These work groups represent all the grade levels where a given subject is taught in the school and specialists such as Title I teachers and special education teachers. The dean of curriculum will actively work with and coordinate the work of the various work groups. During this phase, the School will work in close partnership with ADE content area specialists.**

**Some duties of each content work group are as follows:**

- 1. Identifying the state standards to embed in the curriculum document**
- 2. Identifying and drafting the various planned courses that will constitute the curriculum in its subject area, including the objectives, instructional approach, assessment procedures, and time allocations for each course;**
- 3. Presenting the drafted planned courses to the Curriculum Planning Council for recommendation for approval by the Board of Trustees.**

**(Note: The goal is to have essential teachers in math, literacy, and science employed as early as possible so as to engage them in curriculum activities).**

## **August, 2009: Phase 3—Implementing**

**After the courses of planned instruction have been refined and adopted by the Board of Trustees, the courses of planned instruction are presented to building teachers during a summer retreat in which the components of the planned course, the instructional approaches, and major resources for teaching the course are explained. After the curriculum has been shared, the teachers will devise written grade level instructional plans. The building instructional plan allows teachers to adapt the courses of planned instruction to the instructional needs of the particular students assigned to them. These needs are derived through an analysis of whatever data is available to them, such as standardized test scores, etc. The building instructional plan adds greater specificity to the planned instruction documents, showing the relationship between the document and the teacher's choice of unit themes, general time line for the unit, and identification of the assessment tasks for the students. These plans also outline options for differentiation.**

**The process will continue to until all core subjects are appropriately aligned. In addition, throughout the process, attention will be paid to instructional strategies or how the curriculum will be taught with attention paid not only to alignment issues but with academic rigor, developmental appropriateness and social equity.**

**Commitment to teach the curriculum and to best practice in terms of classroom instruction will be a major component of teacher evaluation. Obviously, embedded throughout will be attention to quality professional development of staff and administration.**

## **Standard 9 of Application: Geographical Service Area**

Pulaski County, Arkansas is home of Little Rock, North Little Rock, Maumelle and Jacksonville. The city where Jacksonville Charter School is proposed is Jacksonville which lies north of the Capitol City Little Rock. Pulaski County has an estimated population of 366,463 people and covers 711 square miles. Pulaski County is composed of the following ethnic groups: European Americans (63%), African Americans (35%), American Indian and Alaska Natives (0.4%), Asians (1.5%), Native Hawaiian and other Pacific Islanders (0.1%). The county has a 84.4% high school graduation rate and a 29.1 college educated population.

Jacksonville has a population is 29,923 and is home of the Jacksonville Air force Base. The Base is 11 miles outside the city of Little rock and sits on 6,412 acres within the city limits of Jacksonville. Jacksonville has seven public schools and on small private Christian school. Pulaski County Special School District has approximately 18,000 students. The school district has 7 school located in Jacksonville.

Even though the Board of Directors have requested to start an open enrollment charter school which can draw students from across Arkansas. The only schools we perceive to be affected by the opening of Jacksonville Charter Academy will be the Pulaski County Special School District.

## **8. STANDARD 12 OF APPLICATION: STAFFING PLAN**

**Attachment 8, 8A will address the specific requirements or job description listed for Board Members.**

## **DUTIES OF THE PRESIDENT**

The duties of the president of the Board of Education shall include, but shall not be limited to:

1. Presiding at all meetings of the Board;
2. Calling special meetings of the Board;
3. Working with the Superintendent to develop Board meeting agendas;
4. Signing all official documents that require the signature of the chief officer of the Board of Education;
5. Appointing all committees of the Board and serving as ex-officio member of such committees; and
6. Performing such other duties as may be prescribed by law or action of the Board.

The president shall have the same right as other members to offer resolutions, make or second motions, discuss questions, and to vote.

Legal Reference: A.C.A. § 6-13-619 (a) (1)

## **DUTIES OF THE VICE-PRESIDENT**

The duties of the Vice President of the Board shall include:

1. Serving as presiding officer at all school board meetings from which the president is absent; and
2. Performing such other duties as may be prescribed by action of the Board.

## **DUTIES OF THE SECRETARY**

The duties of the Secretary of the Board shall include:

1. Being responsible to see that a full and accurate record of the proceedings of the Board are kept;
2. Serving as presiding officer in the absence of the President and the Vice President;
3. Being responsible for official correspondence of the Board;
4. Signing all official documents that require the signature of the Secretary of the Board of Education;
5. Calling special meetings of the Board; and
6. Performing such other duties as may be prescribed by the Board.

Legal Reference: A.C.A. § 6-13-619 (a) (1)

## **POWERS AND DUTIES OF THE BOARD**

The Jacksonville Charter Academy Board of Education, operating in accordance with State and Federal laws, assumes its responsibilities for the operation of Jacksonville Charter Academy Public Schools. The board shall concern itself primarily with the broad questions of policy as it exercises its legislative and judicial duties. The administrative functions of the District are delegated to the Superintendent who shall be responsible for the effective administration and supervision of the District.

Some of the duties of the Board include:

1. Developing and adopting policies to effect the vision of the District;
2. Understanding and abiding by the proper role of the Board of Directors;
3. Electing and employing a Superintendent and giving him/her the support needed to be able to effectively implement the Board's policies;
4. Conducting formal and informal evaluations of the Superintendent as deemed necessary and appropriate;
5. Employing, upon recommendation of the administrative staff and by written contract, the staff necessary for the proper conduct of the schools;
6. Seeing that all subjects for study prescribed by the State Board or by law for all grades of schools are taught;
7. Preparing and publishing the district's budget for the ensuing year;
8. Being responsible for the maintenance of the District's buildings, grounds, and property;
9. Setting an annual salary schedule;
10. Being fiscally responsible to the district's patrons and maintaining the millage rate necessary to support the district's budget;
11. Involving the members of the community in the district's decisions to the fullest extent practicable; and
12. Striving to assure that all students are challenged and are given an equal educational opportunity.

Legal References:      A.C.A. § 6-13-620, 622



## **9. STANDARD 13 OF APPLICATION: BUSINESS AND BUDGETING PLAN**

**Attachment 9.... Jacksonville Charter is extremely pleased to have a commitment for employment with a 25 year school chief financial officer upon approval of charter. We consulted her in the creation of the original budget and business plan. See the revised budget that reflects enclosed to the grant sections.**

**Public Charter School Application  
Budget Worksheet / Template**

Line#	Revenues	Amount	Total
1	State Public Charter School Aid:		
2	No. of Students ( <u>340</u> ) x \$5,789.00 State Foundation Funding		\$1,968,260.00
3			
4	Total State Charter School Aid		\$1,968,260.00
5			
6	Other Sources of Revenues:		
7	Private Donations or Gifts		
8	Federal Grants (List the Amounts)		
9	Special Grants (List the Amounts)		
10	State Start up Grant		
11	Lunch Reimbursment		
12			
13	Total Other Sources of Revenues		\$0.00
14			
15	<b>TOTAL REVENUES</b>		\$1,968,260.00
16			
17	<b>Expenditures</b>	<b>Amount</b>	<b>Total</b>
18			
19	Administration:		
20	Salaries: (No. of Positions <u>2</u> )	\$140,000.00	
21	Fringe Benefits (Insurance)	\$34,500.00	
22	Purchased Services		
23	Supplies and Materials		
24	Equipment		
25	Other (Describe)		\$174,500.00
26			
27	Regular Classroom Instruction:		
28	Salaries: (No. of Positions <u>16</u> )	\$538,400.00	
29	Fringe Benefits	\$136,000.00	
30	Purchased Services	\$25,000.00	
31	Supplies and Materials	\$75,000.00	
32	Equipment	\$50,000.00	
33	Other: Core Knowledge Training and Faculty Retreat	\$13,000.00	\$1,011,900.00
34			
35	Special Education:		
36	Salaries: (No. of Positions <u>1</u> )	\$35,000.00	
37	Fringe Benefits	\$9,450.00	
38	Purchased Services	\$0.00	
39	Supplies and Materials	\$1,200.00	
40	Equipment		
41	Other (Describe)		\$1,057,550.00
42			

43	Gifted and Talented Program:			
44	Salaries: (No. of Positions )			
45	Fringe Benefits			
46	Purchased Services			
47	Supplies and Materials			
48	Equipment			
49	Other (Describe)		\$1,057,550.00	
50				
51				
52	Alternative Education Program:			
53	Salaries: (No. of Positions )			
54	Fringe Benefits			
55	Purchased Services			
56	Supplies and Materials			
57	Equipment			
58	Other (Describe)		\$1,057,550.00	
59				
60	Guidance Services:			
61	Salaries: (No. of Positions 1 )	\$39,000.00		
62	Fringe Benefits	\$10,530.00		
63	Purchased Services			
64	Supplies and Materials	\$1,000.00		
65	Equipment	\$500.00		
66	Other (Describe)		\$1,108,580.00	
67				
68	Health Services			
69	Salaries: (No. of Positions 1 )	\$37,000.00		
70	Fringe Benefits	\$9,990.00		
71	Purchased Services			
72	Supplies and Materials	\$1,500.00		
73	Equipment	\$2,000.00		
74	Other (Describe)		\$1,159,070.00	
75				
76	Media Services:			
77	Salaries: (No. of Positions 1 )	\$31,000.00		
78	Fringe Benefits	\$8,370.00		
79	Purchased Services			
80	Supplies and Materials	\$15,000.00		
81	Equipment	\$5,000.00		
82	Other (Describe)		\$1,218,440.00	
83				
84	Fiscal Services:			
85	Salaries: (No. of Positions 1 )	\$50,000.00		
86	Fringe Benefits	\$13,500.00		
87	Purchased Services	\$2,000.00		
88	Supplies and Materials	\$1,000.00		
89	Equipment			
90	Other (Describe)		\$1,284,940.00	
91				

92	Maintenance and Operation:			
93	Salaries: (No. of Positions 1 )	\$20,000.00		
94	Fringe Benefits	\$4,800.00		
95	Purchased Services			
96	(include utilities)	\$32,000.00		
97	Supplies and Materials	\$15,000.00		
98	Equipment	\$5,000.00		
99	Other (Describe)		\$1,361,740.00	
100				
101	Pupil Transportation:			
102	Salaries: (No. of Positions )			
103	Fringe Benefits			
104	Purchased Services			
105	Supplies and Materials			
106	Equipment			
107	Other (Describe)		\$1,361,740.00	
108				
108	Food Services:			
109	Salaries: (No. of Positions )			
110	Fringe Benefits			
111	Purchased Services			
112	Supplies and Materials			
113	Equipment			
114	Other (Describe)		\$1,361,740.00	
115				
116	Data Processing:			
117	Salaries: (No. of Positions 2 )	\$48,872.00		
118	Fringe Benefits	\$14,000.00		
119	Purchased Services			
120	Supplies and Materials	\$5,000.00		
121	Equipment	\$5,000.00		
122	Other (Describe)		\$1,434,612.00	
123				
124	Substitute Personnel:			
125	Salaries: (No. of Positions 1 )	\$17,000.00		
126	Fringe Benefits	\$3,800.00	\$1,455,412.00	

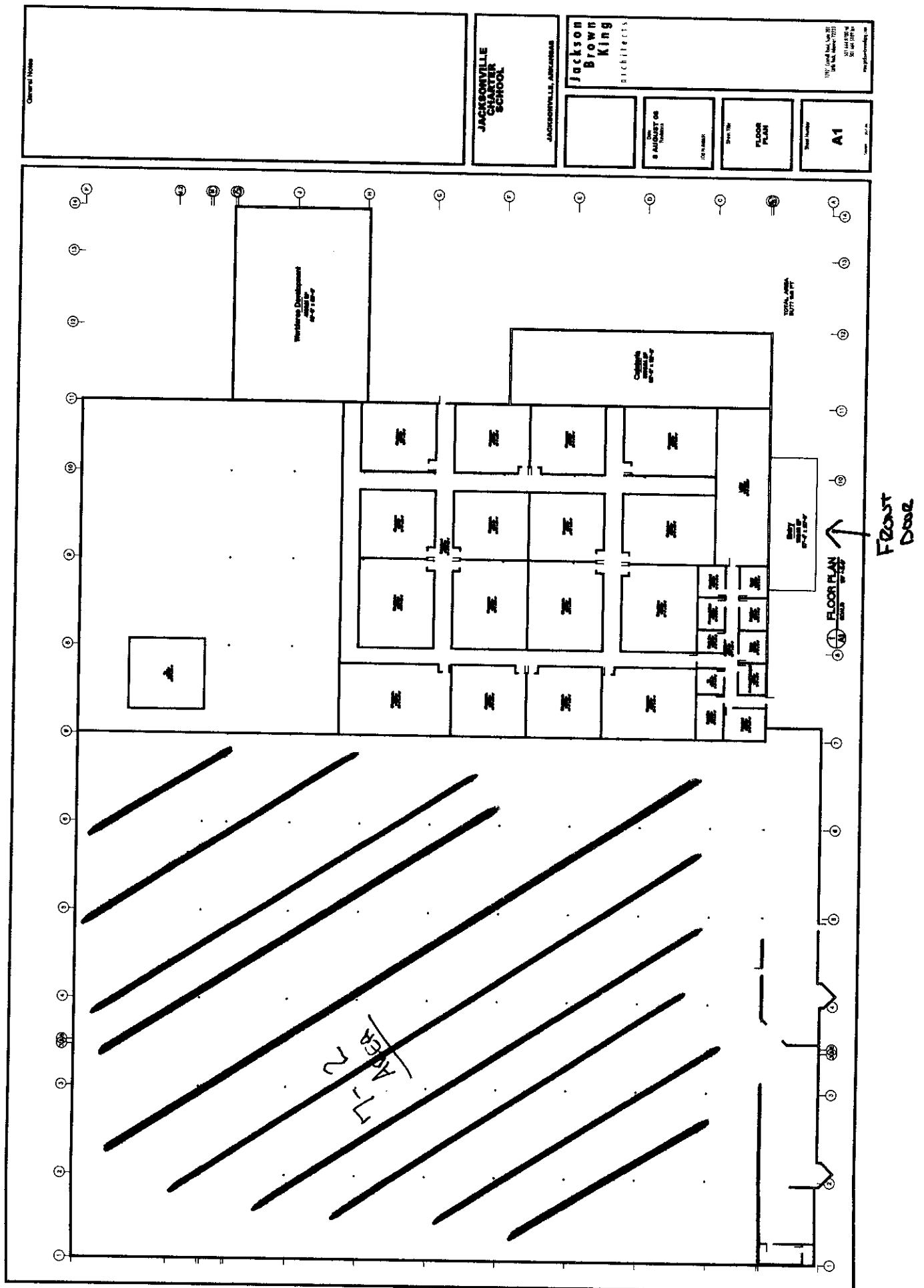
9c

127				
128	Facilities:	\$409,416.00	\$1,864,828.00	
	Lease/Purchase (contract for one total			
129	year including facility upgrades)			
130	<i>Please list upgrades:</i>			
131		\$60,000.00	\$1,924,828.00	
	Utilities (contract for one total year			
132	including facility upgrades)			
	Insurance (contract for one total year			
133	including facility upgrades):			
134	Property Insurance	\$1,500.00	<b>\$1,926,328.00</b>	
135	Content Insurance	\$1,500.00	<b>\$1,927,828.00</b>	
136	Board Insurance	\$1,500.00	<b>\$1,929,328.00</b>	
137	Debt Expenditures:		\$0.00	
138	Other Expenditures:		\$0.00	
139	(Describe)			
140				
141	<b>TOTAL EXPENDITURES</b>		<b>\$1,929,328.00</b>	
	Over/Under Budget		\$38,932.00	

**10. STANDARD 16 OF APPLICATION: FACILITIES**  
**Attachment 10**

**Even though Jacksonville Charter Academy application meets standards on standard 16. We would like to request that the architects floor plan of the 125,000 sq. ft. leased building be added to the application for additional evidence for the facilities plan for the Arkansas Department of Education Board.**

~~SECRET~~



## **Standard 17 of Application: Student Services**

The following waiver was omitted by mistake in Jacksonville Charter Academy charter application.

*6-42-101 It is the intent of this state to assist school districts in providing programs designed to meet the unique educational needs of gifted and talented children.*

### **18.0 STANDARD XIII GIFTED AND TALENTED EDUCATION**

Each school district shall develop procedures to identify gifted and talented students in accordance with guidelines established by the Department.

Each school district shall provide educational opportunities for students identified as gifted and talented appropriate to their ability.

Each school shall use procedures to evaluate the effectiveness of the provisions of these educational opportunities.

Waiver requested: JCA requests a waiver due to the fact that there will be concurrent credit classes offered on campus. See page 21 of JCA charter application.



**Standard 18 of Application: Student Services**

Jacksonville Charter Academy does not plan to participate in the Free and Reduce Lunch Program the first year of operation. Students will have the opportunity to purchase a hot lunch prepared to all state and federal standards provided by a local catering company.

Jacksonville Charter Academy will follow all state laws on posting a request for proposal to provide services in the solicitation of a catering service to provide food services for the school.

**12. STANDARD 19 OF APPLICATION: PARENTAL  
INVOLVEMENT**  
**Attachment 12**

## JCA FAMILY INVOLVEMENT PLAN

JCA's Family Involvement Plan uses research based on the work from the *Harvard Family Research Project* (HFRP), the *Families and Advocates Partnerships for Education* (FAPE), and Dr. Karen Mapp, a researcher and president of the Institute for Responsive Education (IRE), a research, policy, and advocacy organization that conducts research on and advocates for families for effective school, family, and community partnerships that support the educational development of children. This research demonstrates that parents play a vital role in their child's education. It also shows that increasing parental involvement will improve student achievement. Children whose parents are involved in their formal education have increased academic achievement. Off site visits, parent-teacher communication, parent-teacher conferences, interactive homework, homework websites, and school open houses are just some of the proven strategies that are incorporated into our plan.

The administration of JCA believes that professional development and training is critical to the success of our efforts in implementation of our plan. Thus, in addition to the state required hours for professional development in parental involvement, we commit to quarterly training seminars for the faculty and the support staff. During each school quarter, one Wednesday early dismissal day will be used to train teachers and staff on the importance of parent involvement as researched by Dr. Karen Mapp and other notable researchers in the field. Topics such as home visitation, parent assisted home projects, parent led conferences, and implementation of strategies to connect with families from poverty, single parent families and the like will be scheduled.

### **Desired Outcomes for Students:**

- Students will earn higher grades and perform better on state benchmark examinations
- Students will adapt well to school and attend regularly
- Students will demonstrate appropriate social skills and behavior

### Desired Outcomes for Parents:

- Parents will feel welcome and at home at school.
- Parents will find greater trust in faculty and administration
- Parents will become authentic partners with the school
- Parents will understand the mission and how it looks in real practice
- Parents will be better able to support the school through schedule home-school projects

What	When	Who	Resources & Budget	Outcomes	Evaluation
Welcome Back to School Picnic and Parent Meet and Greet	August 2009	Staff, parents, Students, and Special Guests (Business Partners)	Use of the school plant; Donations from Business Partners	Welcome families to a new year, families connect with staff, encourages communication, parent and student orientation & communication	Anecdotal from parental comments; also the number of participants taken from the sign in sheets; follow up by phone of a random sample of participants
Parent-Teacher Bowling Party	Fall and spring semester	Staff, parents, students		Families connect with staff in a non-threatening event, increases communication	Number who participated and indication of whether they want to plan another event
Back to School Open House	September 2009	Staff, parents, students	Use of School Plant; refreshments for guests (\$250)	Parent and staff relationship building, orientation & communication	Survey of parents; sign in sheets

<b>What</b>	<b>When</b>	<b>Who</b>	<b>Resources &amp; Budget</b>	<b>Outcomes</b>	<b>Evaluation</b>
Parent led student/teacher conferences	October 2009	Parents, staff, & students	Staff training on parent led conferences, building use, staff time, child care, parent survey	Improve the effectiveness and quality of the communication with parents and increase teacher awareness of the students they teach	Attendance, parent/ staff feedback
<i>The Bulldog News</i>	Monthly 2009-2010	Vice Principal	Printing costs-\$250	Essential communication for families & partners	Parent and partners' feedback
Parent-teacher conferences	Fall and Spring 2009-10	Parents, students, support staff	Building use, staff time, refreshments, childcare-\$300	Parents informed of student's progress, increase student achievement	Attendance, parent feedback
Creation of a PTO/ PAC Council	Monthly	Staff, parents		Inform/involve parents	PTO membership, attendance
Teacher Pages on Web Page	Monthly	Teachers	Teacher time Printing cost-\$125	Inform/involve parents and partners	Parent/Teacher feedback
Fall & Spring Parent Forums	Fall and Spring	Director and Vice Principal	Use of school plant and teacher time	Increased knowledge for participants on key issues	Sign in Sheets
Home Visits	As needed throughout 2007-2010	Staff	Staff training on home visits and time	Increase communication to show respect for and connect with parents	Parent/teacher feedback
E-mail communication	Throughout 2009-2010	Staff, parents	Technology lead teacher; List of staff e-mail addresses	Increase communication with staff thru email	Parent/teacher feedback

Web pages with teacher pages	Throughout 2009-2010	Staff, parents	Technology lead teacher	Increase communication with parents, learning at home, increase student achievement	Parent/teacher feedback	
"Lights On After School" Program	Daily 2009-2010	Vice Principal	Teacher stipends	Child care and tutoring after school	Attendance and parent feedback	
Student of the Week Luncheon; Student of the Semester Recognition	Weekly and by semester for 2009-2010	Principal, staff, parents	Decorations, prizes, etc. \$200	To provide incentives and to celebrate with families & students	Parent feedback, attendance	
Key Communicator Program	Ongoing 2009-2010	Assigned Key Communicators		To ensure that all families have received at least one positive mailing or phone call home each semester	Number of families contacted and feedback from them	
Create a Parent Resource Directory	August, 2009	Director	Printing Costs	To provide a valuable resource for families of services available in central Arkansas	Product itself and level of use by families	

<b>What</b>	<b>When</b>	<b>Who</b>	<b>Resources &amp; Budget</b>	<b>Outcomes</b>	<b>Evaluation</b>
Pack a Back Pack Program	2009-2010	Lead Teachers	Connect parents to community resources-	Helps meet family's basic needs	Parent/family support worker feedback
Math Family Night	November, 2009 and Feb. 2110	PTO, staff, parents, students	Use of building, staff time \$200.00	Families connect with staff, increases communication	Attendance, PTO and parent feedback
Book Fair/ Death by Chocolate	April 2010	PTO, staff, parents, students	Use of building- Book fair display, Staff time	Families connect with staff and gain reading materials	Attendance, PTO & parent feedback
Family/Faculty Talent Show	May 2010	Staff, students, parents	Use of building, staff time- \$0	Families connect with staff & motivate/ recognize students	Parent feedback, attendance
Quarterly Student Recognition Party	End of Each Quarter	Staff, students, parents	Use of building, staff time- \$75 printing cost for awards	Recognize & motivate students and parents	Parent feedback, attendance
Parent of the Year Award Assembly	May, 2010	Staff, students, parents, Board of Trustees	Dinner	Recognize & motivate students and parents	Parent feedback, attendance
School- Homework Projects	Monthly throughout 2009-2010	Teachers	Teacher time, Printing cost- \$75	Learning at home, increase student achievement	Parent/teacher feedback

**13. STANDARD 21 OF APPLICATION: DESEGREGATION  
ASSURANCES  
Attachment 13**



## **Attachment 13**

The Jacksonville Charter Academy will exhaust all available avenues to ensure that racial balance in accordance with applicable court orders is sought and maintained. These will include outreach initiatives, hosting focus groups, creating an inviting and welcoming climate for all, encouraging racial tolerance and acceptance. The non-discriminatory policy for Jacksonville Charter Academy will ensure equal access and treatment for all students.

No student in the Jacksonville Charter Academy shall, on the grounds of race, color, religion, national origin, sex, age, or disability be excluded from participation in, or denied the benefits of, or subjected to discrimination under any educational program or activity sponsored by the District.

Legal Reference: A.C.A. § 6-23-306

**14. Attachment 14.**

**We request that City of Jacksonville Resolution No. 617 (#10-08) be added to Jacksonville Charter Academy Application as additional evidence of support for the approval of this application.**

**RESOLUTION NO. 617 (#10 - 08)****A RESOLUTION EXPRESSING SUPPORT FOR THE CREATION OF A CHARTER SCHOOL TO BE DEVELOPED IN THE CITY OF JACKSONVILLE, ARKANSAS; AND, FOR OTHER PURPOSES.**

WHEREAS, the City of Jacksonville values each child's right to a quality education and is currently seeking the ability to develop an independent quality school system within our community to serve as a benefit to current and prospective residents;

WHEREAS, the Jacksonville City Council has long been dedicated to the needed enhancement of the educational process and personal attention currently offered and provided to students within the City of Jacksonville;

WHEREAS, the development and creation of a charter school within our community will enhance and coordinate with current efforts to seek local control of an independent school system within the City of Jacksonville; and,

WHEREAS, the creation of a Charter School within Jacksonville can be achieved and serve as an additional source for quality education for students and additional employment opportunities for teachers for our community.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JACKSONVILLE, ARKANSAS, THAT:**

**SECTION ONE:** The City Council of the City of Jacksonville, Arkansas, expresses its support for the creation of a charter school in our community by Jacksonville Charter Academy. It is the City Council's belief that such an enhanced educational facility will work in conjunction with an Independent School District for Jacksonville to obtain improved educational facilities and opportunities for our community's youth and the enhancement of our City.

**SECTION TWO:** Any and all other Resolutions in conflict herewith are hereby repealed to the extent of said conflict. This Resolution shall be in effect from and after its date of passage.

**APPROVED AND ADOPTED THIS 18 DAY OF SEPTEMBER, 2008.**

CITY OF JACKSONVILLE, ARKANSAS

  
TOMMY SWAIN, MAYOR

ATTEST:

  
SUSAN DAVITT, CITY CLERK

APPROVED AS TO FORM:

ROBERT E. BAMBURG, CITY ATTORNEY





# ARKANSAS DEPARTMENT OF EDUCATION

Dr. T. Kenneth James  
Commissioner

October 15, 2008

**State Board  
of Education**

Randy Lawson  
Bentonville  
Chair

Dr. Naccaman Williams  
Springdale  
Vice Chair

Sherry Burrow  
Jonesboro

Jim Cooper  
Melbourne

Brenda Gullett  
Fayetteville

Sam Ledbetter  
Little Rock

Alice Mahony  
El Dorado

Dr. Ben Mays  
Clinton

Diane Tatum  
Pine Bluff

Ms. Latoya Goree Hamilton  
4710 Sam Peck Rd., Apt. 1022  
Little Rock, AR 72223

Re: Notice of Appeal/State Board Meeting  
Little Rock Prep

Dear Charter Applicant and Affected School District(s):

Your request for a hearing in front of the State Board of Education (State Board) concerning the disapproval of your charter application by the Little Rock School District will occur at the State Board's meeting of November 3, 2008. The meeting will begin at 1:00 p.m. and will be held in the Auditorium of the Arch Ford Education Building, Four Capitol Mall in Little Rock.

A total of five (5) open-enrollment charter applications will be considered by the State Board, commencing at the November 3 meeting and possibly concluding on November 4, 2008. The applicants will be considered in the following tentative order:

- Eudora Community Charter School
- Jacksonville Charter Academy
- Jacksonville Lighthouse Charter School
- Little Rock Prep
- Little Rock Urban Prep

Please be advised that the State Board may not be able to complete the consideration of all of the above-listed charter applications at its November 3, 2008 meeting.

**Those applicants which are not considered by the State Board on November 3 will be considered on Tuesday, November 4, 2008 in the Auditorium of the Arch Ford Education Building, at a time to be announced at the November 3 meeting.**

Please ensure that you attend the hearing and that you have all the necessary personnel and documentation with you to address any questions from the State Board concerning your application.

Four Capitol Mall  
Little Rock, AR  
72201-1019  
(501) 682-4475  
ArkansasEd.org

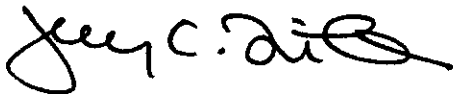
I have also enclosed with this letter a copy of the hearing procedures that will be used by the State Board concerning the consideration of your open-enrollment charter application and appeal.

For charter applicants, no additional information will be allowed to be submitted to the State Board beyond what has already been submitted to the Department as part of your application. Should you wish to make electronic presentations and/or present copies of already submitted information to the State Board, hard copies of such materials must be received in my office no later than 4:30 p.m. on October 23, 2008. Items may be faxed to my office at (501) 682-4249.

Questions as to the use and setup of electronic presentations at the State Board meeting should be directed to Dr. Charles Watson, State Board liaison, at (501) 682-4247.

Should you have any questions, please contact Dr. Mary Ann Brown, Charter Schools Unit Leader, at (501) 683-5313.

Sincerely,



Jeremy C. Lasiter  
General Counsel

JL/tw/slr

cc: Dr. Mary Ann Brown, Charter Schools Unit Leader  
Dr. Charles Watson, State Board Office  
Superintendent Dr. Linda Watson, Little Rock School District  
School Board President Dianne Curry, Little Rock School District

**ARKANSAS STATE BOARD OF EDUCATION  
POLICY AND PROCEDURES FOR HEARING  
CHARTER SCHOOL APPLICATIONS AND APPEALS**

- 1.) Representatives of the school boards in which the proposed charter school will be located, and of other school boards which are likely to be affected by the proposed charter school, shall have a combined total of twenty (20) minutes to present arguments for disapproval of the proposed charter school to the State Board. The Chair of the State Board may grant additional time if requested, at his/her discretion.
- 2.) Following the presentation by the representatives of the school boards, the charter applicant shall have twenty (20) minutes to present its arguments to the State Board for approval of the proposed charter school. The Chair of the State Board may grant additional time if requested, at his/her discretion.
- 3.) The State Board shall follow the presentations with discussion of the charter application and possible questions to the public school board representatives and/or the charter school applicant.
- 4.) The State Board may, at its sole discretion, issue a final decision at the hearing regarding the application or appeal, or take the matter under advisement until a future scheduled board meeting before issuing its final decision.

---

# LITTLE ROCK PREPARATORY ACADEMY

*A Proposed Open Enrollment Public Charter Middle School for Grades 5-8 in Little Rock, AR*

Dr. Mary Ann Brown  
Arkansas Department of Education  
Charter School Office  
Four Capitol Mall, Room 305-B  
Little Rock, AR 72201

October 9, 2008

RE: Written Notice of Appeal

Dear Dr. Brown,

This letter is to inform you that on October 8, 2008, we received a formal letter of denial of our charter application by the Board of the Little Rock School District. In accordance with the Arkansas Rules and Regulations 8.07, we would like to appeal the local board's decision regarding our application and request a hearing before the State Board of Education regarding this matter.

Sincerely,  
The Founding Board of Little Rock Preparatory Academy

Latoya Goree Hamilton - Lead Founder

  
Sherman Banks-Founding Board Member  
Rafael Bravo-Founding Board Member  
Darrell Brown-Founding Board Member  
Sara Himelfarb-Founding Board Member  
Christopher Love-Founding Board Member  
Angela Webster Smith-Founding Board Member  
Shelby Smith-Founding Board Member  
Charles O. Stewart-Founding Board Member  
Eddie White-Founding Board Member

RECEIVED  
OCT 14 2008  
CHARTER SCHOOL OFFICE



Cc: Little Rock School District Board of Directors

4710 Sam Peck Rd  
Apt. 1022  
Little Rock, AR 72223  
USA

PHONE (501) 231-0485  
FAX (501) 325-4572  
E-MAIL [lgoree@littlerockprep.org](mailto:lgoree@littlerockprep.org)  
WEB SITE <http://www.littlerockprep.org>

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7007 1490 0004 6111 0681

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Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ \$5.32	10/09/2008

Sent To	Dr. M. A. Brown - ADE
Street, Apt. No., or PO Box No.	Charter School Office
City, State, ZIP+4	33050 FL, AR 72281

PS Form 3800, August 2006 See Reverse for Instructions





# LITTLE ROCK SCHOOL DISTRICT

## OFFICE OF THE SUPERINTENDENT

September 30, 2008

RECEIVED  
SEP 30 2008

CHARTER SCHOOL OFFICE

Dr. Ken James, Commissioner  
Arkansas Department of Education  
#4 Capitol Mall  
Little Rock, AR 72201

Dear Dr. James:

On September 23, 2008, the Little Rock School District Board of Directors (hereinafter "LRSD") voted not to approve the open-enrollment charter school applications for Little Rock Preparatory Academy and Little Rock Urban Prep for Young Men (hereinafter the "Applicants"). For the reasons set forth below, the LRSD respectfully requests that no additional charter school applications be approved in Pulaski County until such time as the State Board of Education (hereinafter "State") has complied with Ark. Code Ann. § 6-23-106 and has "carefully review[ed]" the "potential" impact on the ability of the Pulaski County school districts "to create and maintain a unitary system."

The 1989 Settlement Agreement of the Pulaski County interdistrict desegregation case created a countywide, interdistrict student assignment system that was intended to be the sole means for interdistrict movement of students within Pulaski County. *See* Docket No. 3792. The 1989 Settlement Agreement established a system of educational choices designed to promote cultural diversity and to improve academic achievement. The State Board of Education could have required open-enrollment charter schools in Pulaski County to establish enrollment criteria consistent with the 1989 Settlement Agreement, *see* Ark. Code Ann. § 6-23-306(14)(A), but it has failed to do so. Thus, open-enrollment charter schools in Pulaski County provide a means for the interdistrict movement of students in Pulaski County without regard to the impact on traditional public schools and contrary to the 1989 Settlement Agreement.

Education research suggests that open-enrollment charter schools in Pulaski County are having a negative impact on the ability of traditional public schools to promote cultural diversity and to improve academic achievement in at least two ways. First, the open-enrollment charter schools in Pulaski County are not providing student transportation. This creates a barrier to enrollment for students living in poverty and further segregates these students into high-poverty schools. Education research indicates that "when public schools educate poor students separately from other students, the high-poverty schools do not normally provide an equal, or even adequate, education to their students." *See, e.g.,* RICHARD D. KAHLENBERG, *All Together Now: Creating Middle Class Schools through Public School Choice*, p. 2

Second, students who choose to attend charter schools, like students who choose magnet schools, tend to outperform their peers on standardized tests. Even if these students qualify for free or reduced price meals, their parents are, on average, more educated, they have higher aspirations for their children, and they are more likely to help their children at home and to volunteer at school than other parents of students who qualify for free or reduced price meals. *See, e.g.* WITTE, JOHN, "The Milwaukee Voucher Experiment: The Good, the Bad, and the Ugly." *Phi Delta Kappan* 81,1 (September 1999): 59-64. Traditional public schools suffer from the loss of these parents who are educated and involved and who can be a potent force for change. Moreover, the loss of these relatively higher performing students will make it more difficult for their former schools to meet the requirements of No Child Left Behind (hereinafter "NCLB"), further stigmatizing these schools and making it more difficult for them to attract middle-class students.

In the past, the State has approved open-enrollment charter schools in Pulaski County based on representations by the sponsors that those schools would have small enrollments and consequently would have no significant impact on the ability of the Pulaski County districts to create and maintain a unitary school system. The Little Rock Urban Prep for Young Men again makes this representation in its application. There are two problems with this approach. First, it does not address the *cumulative* impact of open-enrollment charter schools in Pulaski County. Second, it does not address the negative impact on achievement resulting from segregating high poverty students in traditional public schools.

In the 1989 Settlement Agreement, the State committed to the following principle: "There should be a remediation of the racial academic achievement disparities for Arkansas students." 1989 Settlement Agreement, Section III, Paragraph F. To satisfy this commitment, the 1989 Settlement Agreement provided:

The ADE, with the assistance of the Court's desegregation expert(s), will develop and will search for programs to remediate achievement disparities between black and white students. If necessary to develop such programs, the ADE will employ appropriately trained and experienced consultants in the field of remediation of racial achievement disparities and/or hire as staff members persons with such training and experience.


1989 Settlement Agreement, Section III, Paragraph G. ADE has failed to identify or develop any program to improve the academic achievement of students attending high-poverty schools. Consequently, the segregation of students living in poverty in traditional public schools (as a result of the concentration of charter schools in Pulaski County) violates the State's commitment to remediate achievement disparities.

While charter schools were intended to encourage the use of innovative teaching methods, the State's 2006-2007 Evaluation Report of charter schools demonstrates they have failed to serve that purpose. Teaching innovations like class size reduction, team teaching, multi-grade classrooms showed a negative impact on student achievement. The evaluation further demonstrates that open-enrollment charter schools are using waivers from state law, not to clear the way for innovative teaching methods, but to avoid requirements designed to ensure quality teachers. The most common waivers granted by the State were from the requirement to have certified teachers and from the requirements of the Teacher Fair Dismissal Act. Granting waivers such as these prevent traditional public schools from competing with open-enrollment charter schools on a level playing field, and in this way too, cause further segregation of students living in poverty in traditional public schools.

For these reasons, no additional open-enrollment charter school applications should be approved in Pulaski County until such time as the State has complied with Ark. Code Ann. § 6-23-106 and conducted a meaningful review of the impact of open-enrollment charter schools on the ability of the Pulaski County school districts to create *and maintain* a unitary system.

Sincerely,

  
Dianne Curry, President  
LRSD Board of Directors

  
Chris Heller, Attorney  
Friday, Eldredge & Clark

cc: Mary Ann Brown, ADE  
Charter School Liaison  
#4 State Capitol Mall, Room 305-B  
Little Rock, AR 72201

Little Rock Preparatory Academy  
ATTN: Latoya Goree Hamilton  
4710 Sam Peck Road, Apt. 1022  
Little Rock, AR 72223

Little Rock Urban Prep for Young Men  
ATTN: Jackie Jackson  
11606 Stoney Point  
Little Rock, AR 72211

Dr. Mary Ann Brown  
Arkansas Department of Education  
Charter School Office  
4 State Capitol Mall, Room 305-B  
Little Rock, AR 72201

RECEIVED  
JAN 22 2008  
CHARTER SCHOOL OFFICE

Dear Dr. Brown:

In accordance with the 2008 Application for an Open Enrollment Public School Charter, please accept our letter of intent to submit an application for Little Rock Preparatory Academy in the Little Rock School District no later than August 31, 2008.

**Eligible Entity:** **Collegiate Choices, Inc.**, an organization that is nonsectarian in its programs and operations, and is exempt from taxation under Section 501(3c) of the Internal Revenue Code.

**Eligible Entity Status:** **Pending Final Approval**

**Name of Proposed Charter School:** **Little Rock Preparatory Academy**

**Grades:** **5-8**

**Location:** The school will be open to all children in Little Rock. We will focus our recruitment efforts in the residential downtown Little Rock community.

The purpose of the charter school will be to prepare middle school students to excel in high school, college, and beyond by providing a high-quality middle school education, ensuring student mastery of the core subjects, and developing the key behaviors required for educational and personal success.

We fulfill this mission by providing:

- Rigorous academic curriculum that focuses on reading, writing, math, and high stakes test taking skills and practice;
- Classroom instruction and student supports that effectively remediate weaknesses and accelerates the learning of all students; and
- Highly developed, practice proven teachers' professional development program that allow us to effectively build and maintain a results driven curriculum and achievement oriented school culture.

We look forward to working with you towards the completion of our application and the successful start of our school year.

**Contact Person:** **Latoya Goree Hamilton**

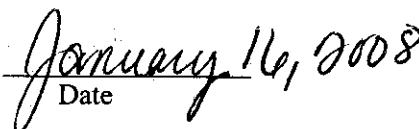
**Complete Mailing Address:** **4710 Sam Peck Rd. Apt. 1022, Little Rock, AR 72223**

**Daytime Telephone:** **501-231-0485**

**Fax:** **501-325-4572**

**Email:** **lgoree@buildingexcellentschools.org**

  
Authorized Signature

  
Date

Cc: Katherine Mitchell, President  
Little Rock School District Board of Directors

# **Little Rock Prep**

**"Preparing for College...PUSHing towards Success!"**  
**Bridging the Academic Gap**

## **Little Rock Preparatory Academy**

**Open Enrollment Public Charter School  
Application**

**Respectfully Submitted to the  
Arkansas Department of Education**

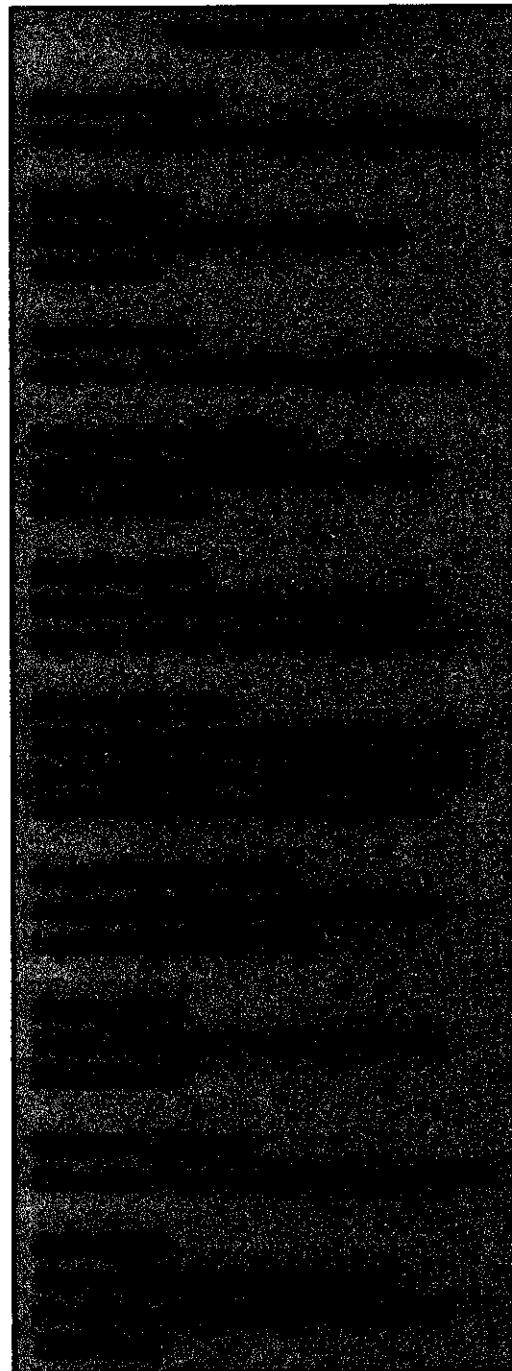
**August 27, 2008**

**Contact: Latoya Goree Hamilton, Lead  
Founder**

**lgoree@littlerockprep.org  
501-231-0485 (phone)**



**RECEIVED**  
**AUG 28 2008**  
**CHARTER SCHOOL OFFICE**



**STATE BOARD OF EDUCATION  
ARKANSAS DEPARTMENT OF EDUCATION  
APPLICATION FOR APPROVAL  
OF AN  
OPEN-ENROLLMENT CHARTER SCHOOL**

**Name of Proposed Charter School:** Little Rock Preparatory Academy

**Grade Level(s) for the School:** 5-8      **Proposed Enrollment:** 108 Students

**Name of Sponsoring Entity:** Collegiate Choices, Inc.

The applicant is an "eligible entity" under the following category (check one):

- ☐ A public institution of higher education;  
☐ A private nonsectarian institution of higher education  
☐ A governmental entity; or  
☒ An organization that is nonsectarian in its programs and operations, and is exempt from taxation under Section 501(3c) of the Internal Revenue Code.

**RECEIVED**  
AUG 28 2008  
CHARTER SCHOOL OFFICE

**Name of Contact Person:** Latoya Goree Hamilton

**Address:** 4710 Sam Peck Rd. Apt. 1022      **City:** Little Rock      **ZIP:** 72223

**Daytime Phone Number:** 501-231-0485      **FAX:** 501-325-4572

**E-mail:** lgoree@littlerockprep.org

**Charter Site Address:** 1215 S. Schiller Street, Little Rock, AR 72202

**Date of Proposed Opening:** August 3, 2009

**Chief Operating Officer of the Proposed Charter:** Latoya Goree Hamilton

**Title:** Lead Founder/Head of School      **Address:** 4710 Sam Peck Rd. #1022, Little Rock, AR 72223

**Daytime Telephone Number:** 501-231-0485

The proposed charter will be located in the Little Rock School District.

List the current K-12 student enrollment of the district where the proposed charter school will be located. 25,738 (Total District Enrollment)

List the school districts from which students are expected to come (use additional sheets if necessary):

1. Little Rock School District
2. Pulaski County Special School District
3. North Little Rock School District

***In succinct terms describe the proposed school including grade levels offered, student populations served, educational focus, and any other essential characteristics.***

### **Mission**

Little Rock Preparatory Academy prepares middle school students to excel in high school, college, and beyond by providing a high-quality middle school education, ensuring student mastery of the core subjects, and developing the key behaviors required for educational and personal success.

### **Vision**

Little Rock Preparatory Academy ("Little Rock Prep") will provide a rigorous learning environment that prepares traditionally underserved students in grades 5-8 in downtown Little Rock for high academic achievement in high school college preparatory programs. To close the achievement gap for some of Little Rock's most underachieving students, and to prepare these same students for measurable, high academic achievement at the high school level, Little Rock Prep will implement a "no excuses" approach to learning and will provide a multi-tiered approach to student supports, ensuring that all students, regardless of previous academic background, economic status, or ability, become academic scholars as measured by state and national assessments and as evidenced by a middle school academic foundation that puts them clearly on the path to college during the critical middle school years.

A "no excuses" approach upholds the belief that "children of all races and income levels can meet high academic standards."<sup>1</sup> A growing number of high performing, high poverty public schools have replaced a culture of excuses for why students fail academically with a culture of achievement and hold common characteristics effective in achieving dramatic academic growth: more time on task, frequent assessments, masterful teachers, and a culture of discipline. Little Rock Prep is designed after these models.

### **Need**

A compelling need for a highly structured, college preparatory middle school exists in downtown Little Rock, as there is a steady and chronic decline in student academic performance at the middle school level.

District performance on the 2007 Arkansas Benchmark Exams<sup>2</sup> indicate a small percentage of economically disadvantaged students progressing in mastering literacy and mathematics, yet with the majority of students in our target population unable to evidence proficiency or mastery in core subjects. With some recent progress in literacy skills, data shows economically disadvantaged students continue to fail in this core subject.

	39%	36%
	37%	27%
	46%	18%

Little Rock Prep will accept all grade-level eligible students within Little Rock and will target its enrollment strategies to students in low-income communities, particularly central/downtown Little Rock. The population here is 52% African American, 46% White, 0.4% Asian, 1.3% Hispanic 0.4% other and 3.6% speak a language other than English at home. School-aged children make up 25% of the population and 35% of families and individuals living in this area live at or below the poverty level. In 2000, 27% of adult residents dropped out of high school before achieving a high school diploma.

<sup>1</sup> Carter, Samuel Casey. (2000). *No Excuses: Lessons from 21 High-Performing, High Poverty Schools*. Heritage Foundation: Washington, DC.

<sup>2</sup> Reflects 2007 data for students who qualify for Free and Reduced Lunch on the NORMES report card: <http://normesasweb.uark.edu/schoolperformance/District/DRCy3.php>.

**Meeting the Need**

Through high expectations for scholarship and behavior and an achievement-oriented school culture, Little Rock Prep will meet the academic needs of middle school students currently underserved and underachieving in Little Rock's downtown communities.

**Educational Program**

Little Rock Prep's first priority is the measurable academic achievement of our students. We will provide an extended 188-day school year and extended academic day from 7:25 am to 5:00 pm. The core subjects of English language arts, math, history, and science will be the primary focus of the academic day, with ELA and math taught for 120 minutes each day; and social studies and science taught for 60 minutes each day. Daily standards-based instruction will be guided by the use of frequent assessments, which will be used to determine student achievement throughout the entire school year, informing classroom instructional needs and daily student supports. All classes will be instructed by masterful teachers who exude a warm/strict approach and effectively instruct their classes using common classroom practices proven to be highly effective with our target population. As part of our extended day, we will provide multi-tiered supports to ensure all students are achieving the high academic standards set by the school. Supports include Homework Center, Tutoring, and Academic Advisories to assist students with their academic progress.

We will maintain a culture of discipline to ensure that all students remain focused on the mission to excel in high school college preparatory track programs, college, and beyond. Everyday students will be reminded to PUSH towards their goals: Perseverance, Urgency, Scholarship, and Honesty, for these are character virtues that will reinforce the disciplined behaviors necessary for academic success.

**Able and Committed Leadership**

Seeded by the Founding Board and grown through strategic recruitment, the Board of Trustees governing Little Rock Prep will comprise seven to thirteen dedicated members drawn together by their strong commitment to provide a rigorous, college preparatory middle school education to the students of Little Rock. The Board of Trustees will be an active, governing body that ensures the school delivers on the mission, is faithful to the terms of the charter, and is a financially viable organization. The Founding Board represents well respected, experienced business, community, and educational leaders who have committed their professional expertise to the successful start-up and governance of Little Rock Prep. The Board will hire a Head of School, to whom it will delegate all school management decisions. Latoya Goree Hamilton, Lead Founder and proposed Head of School, is an experienced educator who has led the school design process as a Fellow with Building Excellent Schools, through which she has studied the most effective urban school models, visited with their leadership, and had more than 600 hours of urban school design training led by experts from across the country. Ms. Goree is strategically poised to successfully lead this effort going forward and the school once chartered.



- 1. Describe the results of the public hearing, which was held for the purpose of assessing support for the establishment of this open-enrollment charter school. Provide Copies of any supporting evidence received.**

The public hearing assessing community support for Little Rock Prep was held at 6:00 pm on Friday, August 8, 2008. The meeting was attended by the entire Founding Board and hosted at St. John Missionary Baptist Church-Fellowship Hall in Little Rock, AR. Lead Founder Latoya Goree Hamilton led a 20-minute presentation to the audience that provided a detailed outline of the school's mission, vision, academic and community need, and educational program. Following the presentation, the group devoted 40 minutes to respond to the attendees' questions concerning the school and impact on the community. Evidence of community attendance and support is demonstrated in required Attachment 7.

- 2. Provide documentation that each of the following requirements of Ark. Code Ann. §8-23-302 were met:**

- A. The notice of the public hearing was published on a weekly basis for at least three (3) weeks prior to the date of the hearing in a newspaper having general circulation in the school district(s) from which students will be drawn.**

The notice of the public hearing was published for three consecutive weeks in the *Arkansas Democrat Gazette*, which circulates in the Little Rock, Pulaski County Special, and North Little Rock School Districts. The dates of the publication were July 18, July 25, and August 1, 2008.

- B. The notice of public hearing shall not be published in the classified or legal notice section of the newspaper. The notice shall be published in no less than ten-point size and shall be no less than two by four inches in size.**

The notices were published weekly in the Arkansas section of the *Arkansas Democrat Gazette* and were no less than ten-point size and no less than two by four inches in size. Evidence of the notice that was published is included in Attachment A.

- C. The last publication of notice shall be no less than seven days prior to the public meeting.**

The last publication of the notice was August 1, 2008, approximately seven days prior to the public meeting. A copy of the invoice from the *Arkansas Democrat Gazette* is included in Attachment B<sup>3</sup>.

- D. Letters announcing the public hearing shall be sent to the superintendents and school board members of each of the school districts from which the charter school is likely to draw students for the purpose of enrollment and the superintendents and school board members of any district that is contiguous to the district in which the open-enrollment charter school will be located. (The required letters to the school board members shall only be required for each school board member whose name and mailing address is provided by the superintendent of an affected school district or the Department of Education upon the request of the applicant.)**

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<sup>3</sup> The invoice reflects payment in full for three publication dates. The noted publication dates on the invoice are for July 18 and July 25, with a credit balance to reflect the final publication date of August 1. The August 1 publication has been provided as Attachment A.

Letters announcing the public hearing were sent via certified mail to the superintendents and school board members of the Little Rock, Pulaski County Special, and North Little Rock School Districts. A copy of the letter announcing the public hearing that was mailed via certified mail is included in **Attachment C**.

3. *Describe the governing structure of the open-enrollment charter, including board composition, selection process, and responsibilities. Also describe the role of the administrators, faculty, parents, and community members in the leadership and decision-making of the school.*

The mission of Little Rock Prep is the entity to which all others are accountable. The role of the Board of Trustees is to govern the open-enrollment charter school in pursuit of its mission. The Head of School reports to the Board and is accountable for all aspects of school operations.

#### **Founding Board**

The Founding Board of Little Rock Prep is a diverse, passionate group of highly respected and accomplished community, educational, and business leaders, along with committed citizens who have dedicated their experience and credibility to this project. Board members include community leaders and organizers, business leaders, and members of the local foundation community. Latoya Goree Hamilton, Lead Founder of Little Rock Prep and proposed Head of School, has recruited board members based upon clarity of vision, relevant skills and expertise, and a deep commitment to educational excellence. The board was organized in September 2007 and has met monthly since that date. Resumes for all Founding Board Members are available upon request. Founding Board members include:

- **Sherman Banks**, Owner, Banks International Consulting
- **Rafael Bravo**, President, Hispanic Chamber of Commerce
- **Darrell Brown**, Attorney, The Ronald L. Davis Law Firm
- **Latoya Goree Hamilton**, Fellow, Building Excellent Schools, Lead Founder, proposed Head of School
- **Sara Himelfarb**, Graduate, Clinton School of Public Service and Teach For America alumna
- **Christopher Love**, Senior Recruitment Manager, City Year and Commissioner, Little Rock Racial and Cultural Diversity Commission
- **Angela Webster Smith**, Assistant Professor-Department of Leadership Studies, University of Central Arkansas
- **Shelby Smith**, Urban Strategies Pastor, Fellowship Bible Church
- **Charles O. Stewart**, Executive Vice President, Regions Bank
- **Eddie White**, Owner, White Construction and President, 100 Black Men of Greater Little Rock

Should Little Rock Prep be granted a charter, the school will be governed by a Board of Trustees. This Board, ultimately to be composed of between 7 and 13 members, will hold the charter of Little Rock Prep and ensure accountability to its mission. Priority selection of Trustees will be from members of the Founding Board. This Board will be composed of a diverse, talented group of Little Rock professionals, including community leaders, parents, business leaders, business owners, participants with technical skills in the areas of real estate, finance, and fundraising, and residents of Little Rock. Such a board is desirable to provide independent governance for Little Rock Prep by a broad coalition of qualified leaders.

#### **Board of Trustees Responsibilities**

- Determines, maintains, and promotes school's mission and vision

- Selects and appoints Head of School and reviews his or her performance annually on the basis of a specific job description, which includes executive relations with the board, organizational leadership and management, and school program planning and implementation.
- Ensures organization's capacity to execute programs by continually reviewing its work
- Reviews annual budget submitted by the Head of School
- Ensures adequate resources for organization's operations and finances the organization's products and services
- Recruits and orients new board members and assess board performance
- Enhances organization's public image
- Monitors student academic achievement regularly

This group will meet monthly for two hours (at least 11 times each year), in a public space with pre-announced meetings, in accordance with the Arkansas Open Public Meetings Law (25-19-106, et seq.). The Board will record minutes of all meetings and will make these publicly available, in addition to any other necessary documents, in accordance with the Arkansas Examination and Copying of Public Records Law (25-19-105).

As documented by the proposed bylaws (see **Attachment D**), the Board of Trustees will maintain a standing Governance Committee with procedural responsibility for selecting new Trustees. The Governance Committee, composed of 3-4 Trustees, will cultivate relationships with potential new Trustees, present a slate of nominees to the full Board for selection, and orient new Trustees to the business of the Board and the school. The Governance Committee will always recruit new Trustees according to the best interests of the school. Potential Trustees will include community leaders, business leaders, business owners, and individuals contributing necessary skills to the operations of the Board.

The Board will maintain standing committees for Accountability, Finance, and Fundraising. The Accountability Committee will monitor the school's academic progress, using the academic and organizational goals of the Accountability Plan as a guide. The Accountability Committee will ensure that the school meets academic goals, including Adequate Yearly Progress (AYP), and that academic progress is properly reported in all annual reports. The Finance Committee will monitor the financial health of the school, through monthly financial reports and regular monitoring of the financial goals of the Accountability Plan. The Finance Committee will monitor the annual audit of the school's finances. The Fundraising Committee will ensure the long-term viability of the school through private fundraising initiatives.

#### **Governing Board Training**

Little Rock Prep was founded with the support of Building Excellent Schools, a national, non-profit, charter school creation program dedicated to training the founders of high-performing, urban charter schools. A detailed description of Building Excellent Schools and the Fellowship program has been included in **Attachment E**. The Founding Board of Little Rock Prep has benefited from in-depth governance training, which consists of an extensive retreat and multiple trainings on best governance practices. Training subjects included: the differences between governance and management; roles and responsibilities of committees, the board, and individual members; financial and fiduciary responsibility; and appropriate decision-making processes. The proposed bylaws (see **Attachment D**) were drafted following this training and carefully reviewed by all members of the Founding Board.

Trustees will be strategically added to the Board to augment necessary skill sets to oversee the successful start-up and governance of the charter school. Staggered terms will be used to ensure only moderate

turnover in any given year. The Board will undergo annual comprehensive training, including training for transition from the Founding Board to the Governing Board, and the Governance Committee will have full responsibility for new Trustee Orientation. In addition to the conversations with prospective board members in the months prior to invitation, specific training areas will include:

- School Mission and Vision
- School Academic Program
- School Community
- Board Governance vs. School Management - Roles and Responsibilities
- Committee Duties
- Financial and Fiduciary Responsibility
- Individual Commitments of Board Service

All Board members will sign an individual responsibilities contract and review the organization's Conflict of Interest policy with the governing board description.

Below is a plan for involving parents, staff, students, and community in the decision-making of the school:

#### **Parents**

Little Rock Prep values relationships with parents. We will meet individually with each family upon their student's enrollment, conduct mandatory annual family orientations, agree to mutual responsibilities in a Family and School Contract, make bi-weekly phone calls to every family on their student's academic and behavioral progress, and provide access to teachers through individual professional phone extensions and e-mail addresses. In order to measure parent satisfaction, we will conduct an annual parent survey. Little Rock Prep will develop a Parent Council which will work closely with the Head of School to inform the school's growth and strengthen student academic achievement. All Board meetings will be open to the public, in full accordance with public meeting law, and all meeting schedules will be made publicly available to families to encourage their continued involvement in the growth of the school.

#### **Administrators and Faculty**

Little Rock Prep understands that administrators and faculty are an integral part to the success of the school. Their commitment to excellence and the success of our students will be a driving force that influences the Board of Trustee's policy decisions and financial oversight. The Head of School will report to the Board, and school staff will work closely with school leadership to inform the school's growth over time.

#### **Students**

Little Rock Prep recognizes that students have a voice in the decision making of the school. Through the development of close relationships with advisors, all students will have the ability to influence some of the decision making for the school, and student achievement results, and thus students' academic needs, will continuously impact programmatic decisions at the school level and policy decisions at the Board level.

#### **Community Members**

Little Rock Prep realizes the importance the community plays in the development of the school. Through the development of this application, the founders of Little Rock Prep have met with many community leaders who have informed development of the charter petition, and have pledged support for the project. Several community leaders make up the Little Rock Preparatory Academy Advisory Council and are identified below. Letters of support are included in required **Attachment 7**.

- **Sharon Blackwood**, Director, Wildwood Park for the Performing Arts

- C.J. Duvall, Executive Vice President, Alltel Corporation
- C. Dennis Edwards I, Senior Pastor, St. John Missionary Baptist Church
- Reverend Hezekiah Stewart, The Watershed
- Dr. Walter Kimbrough, President, Philander Smith College

**4. Give the mission statement for the proposed open-enrollment public charter school.**

Little Rock Preparatory Academy prepares middle school students to excel in high school, college, and beyond by providing a high-quality middle school education, ensuring student mastery of the core subjects, and developing the key behaviors required for educational and personal success.

**5. Describe the educational need for the school.**

Little Rock Preparatory Academy's goal is to provide a rigorous learning environment that will pave the way for middle school students to perform at high academic levels in high school as they prepare to go on to college. Currently, in Little Rock, 64% of the total adult population has not attained a college degree. Of this percentage, 36% drop out of high school, 24% begin college but do not go on to complete college, and 4% attain an associate's degree.<sup>4</sup> According to these statistics, 36% of Little Rock residents graduate from college. This means that only 1 out of 3 people actually achieve a college degree. This lack of adult academic achievement, without strategic intervention, impacts the academic trajectory of the students in this community. A college preparatory education has become necessary for higher economic attainment, and will transform the lives of students in Little Rock's most underserved communities.

**Need for Small Middle School**

Current Census 2000 data regarding student enrollment within the central Little Rock 72206 zip code indicates that middle schools serve 600-850 students. For some students, and particularly students within our target community, such a large school size can lead to academic disengagement and irresponsible behavior. An abundance of research indicates that small size is beneficial to school safety and high student academic achievement.<sup>5</sup> We remain committed to the success of each student, and we know that small class size, when woven with other elements of the school, can provide academic success for even the most at-risk student. Such small groupings enable school leaders, teachers, and all support staff to develop caring and, most importantly, strong educational ties to each of our students. Serving a maximum capacity of 432 students, and growing slowly one grade per year, at Little Rock Prep, every student will know every teacher, and every teacher will know every student. Students will have a connection to the entire Little Rock Prep community which will support the academic and behavioral goals of the school and will instill the school's core PUSH values - Perseverance, Urgency, Scholarship, and Honesty.

**Need for Student Achievement**

Two middle schools serve the urban student population in downtown Little Rock. In both schools, students are performing at basic levels and struggling to reach proficiency. In 2007, one of these schools was in its fourth year of school improvement, which means that 50% of the schools available to students living in this area are not performing at a level necessary for student academic success.

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<sup>4</sup> Data taken from 2000 U.S. Census information for residents within Little Rock, AR zip code 72206.

<sup>5</sup> K. Cotton, *Affective and Social Benefits of Small-Scale Schooling*. ERIC Digest. Charleston, WV: ERIC Clearinghouse on Rural Education and Small Schools, 1996. C. Howley, *The Academic Effectiveness of Small-Scale Schooling (An Update)*. ERIC Digest. Charleston, WV: ERIC Clearinghouse on Rural Education and Small Schools, 1994. Blum, Robert. Interview. *Talk of the Nation*. National Public Radio. 2 September 2002.

For students to graduate from high school, gain acceptance into college, and be able to produce high quality results in college, achievement in the middle school years in literacy and mathematics must be significantly improved. By reaching students before the start of high school and improving their skills in the core subjects, students will be better prepared with the middle school foundation to enter into and succeed within the necessary high school courses that lead to college entry and success.

Review of student achievement results indicate a steady decline of students performing proficient and above on the math portion of the Arkansas Benchmark Exams.<sup>6</sup> Although there has been some progress with students gaining mastery of literacy, data shows that economically disadvantaged students are failing in both areas.

	39%	36%
	37%	27%
	46%	18%

Students residing in the downtown Little Rock area are often left without sufficient access to educational preparation that meets their aspirations. If we take into consideration the Little Rock Central High 50<sup>th</sup> year celebration, we celebrated the courageousness of the Little Rock Nine. All of these young men and women set out to take advantage of an education alternative that would provide them with a better quality education. Little Rock Prep will provide such a choice to families residing and raising families in Little Rock.

Little Rock Prep will expand the educational options currently unavailable to urban students living in this area by providing an additional middle school choice, focused on closing the achievement gap and providing a college preparatory middle school education to some of Little Rock's most at-risk and disadvantaged students. The school's academic program is specifically designed to enhance the quality of education offered to these students by preparing them to acquire the requisite skills, content knowledge, and character needed to excel in public and private college preparatory high schools in the area.

#### ***6. Describe the educational program to be offered by the public charter school.***

Our educational program serves as the foundation of the school and teaching and learning strategies that will be employed by Little Rock Prep. Our educational program consists of the following:

- No excuses educational philosophy
- Unique curricular and instructional strategies
- Distinctive school day and calendar year

#### **No Excuses Educational Philosophy**

The educational philosophy of Little Rock Prep is that all students, if provided with a systematic and rigorous approach to learning and behavior, can achieve academic and personal success. At Little Rock Prep, we believe that all students have the ability to perform at high academic levels if provided with a no excuses school culture, standards-based curriculum, rigorous instruction, and multi-tiered student supports.

To ensure students are on the path that leads to college, students must develop the necessary skills and content knowledge that will enable them to excel in high school college preparatory programs as they set their sights on prestigious colleges and universities. To equip our students for this challenge, Little Rock Prep bases its educational philosophy through the fundamental academic programmatic elements of the unique school designs of top performing, urban charter schools that include:

<sup>6</sup> 2007 NORMES report card: <http://normessasweb.uark.edu/schoolperformance/District/DRCy3.php>

- KIPP Delta College Preparatory School, Helena, AR<sup>7</sup>
- KIPP Gaston College Preparatory, Gaston, NC<sup>8</sup>
- Excel Academy Charter School, East Boston, MA<sup>9</sup>
- Roxbury Preparatory Charter School, Roxbury, MA<sup>10</sup>
- North Star Academy Charter School, Newark, NJ<sup>11</sup>
- Williamsburg Collegiate, Brooklyn, NY<sup>12</sup>

Too often, a strong college-preparatory education has become a privilege and not a right for every student attending a public school. Little Rock Prep will provide an education of solid academic preparation that opens doors to promising futures, and will produce achievement results at the middle school level of which the entire Little Rock community can be proud. By the end of eighth grade, Little Rock Prep students will:

- Be proficient in reading, writing, math, and science, as measured by state exams
- Write a compelling, well-documented essay in grammatically correct standard English
- Read and analyze literature and non-fiction texts effectively
- Master basic concepts and problem-solving strategies of algebra
- Design, conduct, and document an independent scientific experiments
- Write historical comparisons of people, cultures, and political systems
- Deliver an engaging, well-written, five-minute speech to a community panel

Too often, low-income children of color have not had access to this sort of middle school preparation. A chronic racial achievement gap divides the skills mastered by white and economically resourced students and those mastered by minority and economically under-privileged students by an average of four (4) years by the end of high school.<sup>13</sup> Success in high school is strategically dependent upon a middle school foundation, which lies at the core of our school's mission.

Students of all backgrounds can learn to read, speak, and write on the levels needed to access a college education. Educator Bob Moses writes that "algebra, once solely in place as the gatekeeper for higher math and the priesthood who gained access to it, now is the gatekeeper for citizenship; and people who don't have it are like the people who couldn't read and write in the industrial age."<sup>14</sup> There are those who have already succeeded by achieving outstanding academic results with the same population:

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<sup>7</sup> 2007 Augmented Benchmark Examination shows that 82% of eighth grade students tested scored proficient or advanced in Literacy and 86% of eighth grade students scored proficient or advanced in mathematics.

<sup>8</sup> "Most of the 300 students at the middle school and fledgling high school are above grade level. Some have already posted SAT scores that meet college entrance requirements." - <http://www.kipp.org/08/pressdetail.cfm?a=227>

<sup>9</sup> "Excel Academy's eighth graders were ranked third out of 280 Massachusetts school districts and fourth out of 461 Massachusetts public middle schools, placing them in the top one percent statewide on the 2007 math MCAS". (<http://www.excelacademy.org/school-results.html>)

<sup>10</sup> 2007 Massachusetts Comprehensive Assessment System (MCAS) test results: 6<sup>th</sup> grade Math (76% Advanced or Proficient), 6<sup>th</sup> grade ELA (67% Advanced or Proficient), 7<sup>th</sup> grade Math (72% Advance or Proficient), 7<sup>th</sup> grade ELA (86% Advanced or Proficient), 8<sup>th</sup> grade Math (94% Advanced or Proficient), and 8<sup>th</sup> grade ELA (92% Advanced or Proficient). (<http://www.roxburyprep.org/pdf%20files/2007.MCAS.Insert.pdf>)

<sup>11</sup> In 2006, of the general education students, 93% scored proficient or above in Language Arts, 77% were proficient in Mathematics, and 97% were proficient in Science – results which are typically double the Newark District's average and higher than some statewide averages as well. (<http://www.uncommonschoools.org/nsa/ourResults/>)

<sup>12</sup> In 2007, 100% of 6<sup>th</sup> grade students scored Proficient and Advanced in Math and 85% scored Proficient and Advanced in English Language Arts on the New York State Exams.

<sup>13</sup> Abigail Thernstrom and Stephan Thernstrom, *No Excuses*, Simon & Schuster (2003), p. 13.

<sup>14</sup> Bob Moses, *Radical Equations*, Beacon Press (2001), p. 14.

Scattered across the American landscape are what some call 'break-the-mold' schools – high-poverty public schools with students who score well on standardized tests. There aren't many of them, and all are atypical within their own districts. Nevertheless, their record of success suggests that truly radical educational innovation can change the lives of inner-city students, whatever their race or ethnicity.<sup>15</sup>

These schools serve as the model for excellence and the basis for Little Rock Prep. As a school which is locally governed by an independent board of trustees, we will empower families and our community to create such success for the children of Little Rock.

#### **Unique Curricular and Instructional Strategies**

Our chosen programmatic elements, as demonstrated in the above named schools, exemplify an achievement-oriented culture.

#### **High Expectations for All**

We firmly believe that students will rise to the level of whatever standard is expected of them. For this reason, students at Little Rock Prep will be challenged and supported to meet those challenges in an academically rigorous environment. We will replicate the exceptionally high, "no excuses standard of excellence" found in some of the nation's top performing schools.<sup>16</sup> To ensure uncompromised principles, we will hire leaders and teachers who are all held accountable for enforcing students' relentless pursuit of excellence and implementing our school's core academic program. We have also put into place multi-tiered academic supports to support the success of every student.

#### **Focus on Literacy and Mathematics**

The most compelling reason for Little Rock Prep to exist will be to provide the foundational skills necessary for middle school students to master the core academic program - Reading, Writing, and Mathematics. These skills will be mastered through the implementation of two separate classes for each discipline per school day. This type of scheduling will allow our teachers to develop comprehensive lesson plans that support even the most struggling student in the development of mastery, thus ensuring the foundation necessary for more advanced work in high school and college.

#### **More Time on Task**

Our extended day and year and after-school supports for students struggling to reach mastery provide students at risk of failure with more learning time. This enables us to spend significantly more time on academics (particularly in literacy and mathematics) while still providing a balanced and well-rounded academic experience. It supports students who enter the school with knowledge or skill deficits or learning disabilities to reach or exceed mastery, as measured by the Augmented Benchmark Examination.

#### **Standards-Based Instruction**

We will adopt the Arkansas Curriculum Frameworks and use these standards to drive all curriculum and assessments within the school. As needed, we will supplement these standards with national standards to further ensure student opportunity for acceptance and success at the best public college preparatory high schools available.

#### **Common Instructional Practices**

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<sup>15</sup> Abigail Thernstrom and Stephan Thernstrom, *No Excuses*. Simon & Schuster (2003), p. 43.

<sup>16</sup> Samuel Casey Carter, *No Excuses: Lessons from 21 High-Performing, High-Poverty Schools*. (Washington DC: The Heritage Foundation, 2000), Foreword. In his Foreword, Casey characterizes these 'No Excuses Schools' as schools whose "success is the intended result of hard work, common sense teaching philosophies, and successful leadership strategies that can be replicated."



All teachers will adhere to consistent instructional strategies established by Dr. Lorraine Monroe.<sup>17</sup> The Blackboard Configuration<sup>18</sup> will be utilized in all classes to steer teacher instruction.

Pen-Paper	1. Go over Do Now	To review and imbed the work covered during the day.
Review of mastered skills.	2. Go over homework	
	3. Direct teaching of the skill	
	4. Have students practice skill as a group and individually	The Homework must be specific and quantifiable.

In each classroom, teachers will have an established Aim, Do Now, Agenda, and Homework section posted on their whiteboards in order to drive daily instruction. The Aim will clearly identify the lesson's Arkansas standards driven objective. The "Do Now" will be a short 4-5 minute refresher drill and practice of knowledge learned from past lessons. The Agenda will identify the steps the teacher will follow to deliver the objective, including the "I Do, We Do, You Do" instructional method in which students will benefit from the teacher's direct instruction ("I Do"), group practice guided by the teacher ("We Do"), and individual opportunity to practice, apply, and master the skill and content of the class ("You Do").

Teachers will work hard to ensure that the academic needs of each student are met, that every student is academically challenged, and that we have exceeded the expectations any student may set for him/herself. To ensure that the expectation of instructional excellence is realized, we will provide faculty with two hours of dedicated planning time each day, 28 days of professional development annually, including four weeks of dedicated time pre-opening for school wide professional training. Teachers will also receive regular feedback and guidance, that along with intensive professional development will allow them constantly improve in their instructional effectiveness. We will use the data from student assessments to inform the curriculum and quality of instruction delivered to our students.

### **Frequent Internal Assessments**

Using a nationally normed assessment and internally developed assessments based on state curriculum standards, we will assess student skill and content knowledge levels upon enrollment. Results will inform classroom practices, instructional decisions, and student groupings, and will provide a benchmark against which all future growth can be measured. Classroom practices will be driven by the results of an ongoing assessment system, which will include regular interim and end-of-trimester assessments. Through close analysis of individual test items and standards, group and individual learning, student needs will be identified, instructional strategies will be adjusted as needed, and individual supports put in place.

### **Rap, Rhythm, and Rhyme**

This technique, inspired by the legendary urban educator Harriet Ball, uses chanting and rhyming to create excitement about the learning process and as a skill to help children remember key learning concepts. Most often applied to math and English Language Arts, Rap, Rhythm, and Rhyme is a proven approach that leads to increased subject matter comprehension.

### **Kinesthetic Learning**

<sup>17</sup> Founder of the Lorraine Monroe Leadership Institute and founding principal of the renowned Frederick Douglass Academy in Central Harlem.

<sup>18</sup> The Recommended Blackboard Configuration. <http://www.lorrainemonroe.com/html/bbc.html>.

Kinesthetic learning is an approach that uses physical activity to maintain student engagement and makes the learning process fun. Teachers strategically incorporate its use to teach students a new concept (i.e. count by tens) using hand signals, finger snapping, other gestures, or to reward individual or group academic performance while instruction is actively occurring, such as two claps for Charlotte for getting the right answer. It serves as a strong mechanism to provide physical movement during extended class time and extended school hours. Active student involvement also allows teachers to more effectively gauge the degree to which students are grasping the subject matter.

### **Flexible Ability Groupings**

Outstanding educators continuously work to meet the needs of students of all backgrounds. For students who require mandatory academic tutoring, he or she will initially be placed in flexible ability groups based on scores on placement tests and will be moved as needed throughout the year. Flexible ability grouping will allow for more focused tutoring instruction at the appropriate skill level. For example, students who are struggling to grasp a concept or skill may need several additional examples led by the teacher as well as more time in class to work in small groups with the teacher's guidance. Such students would then have access to tutoring as part of the extended day program to have individual supports. Students in another flexible ability grouping who grasp that same concept or skill more quickly will be able to move more quickly from teacher instruction into individual practice and mastery. Both examples illustrate that students will be grouped by ability to ensure that the class moves at a pace respective to their academic strengths. Students will move from grouping to grouping as their skill level may indicate and all students will be held to the same academic outcomes and assessment measures. Flexible ability groupings will allow the teacher to effectively differentiate instruction, devise tutoring activities and control pacing of instruction to ensure all students master the content of the class, and never as a way of expecting less from students.

All students, regardless of grouping, will be prepared for the same assessments and held to the same academic outcomes. Roxbury Preparatory Charter School of Roxbury, MA, a school that the lead founder has studied in detail, serves as an excellent model to follow in regards to flexible ability groupings. 100% of Roxbury Prep's student population is African American and 62% of their students qualify for Free and Reduced Lunch. Their success in using this method has resulted in their being named "the highest-performing urban middle school in Massachusetts."<sup>19</sup>

### **Multi-Tiered Student Supports**

For students to gain access to the college preparatory high schools and colleges of their choice, they must have academic mastery of the content knowledge and skills provided them at Little Rock Preparatory Academy. In order to fulfill our commitment to students and families, we have intentionally structured supports into our academic program to help students succeed and enable teachers to take corrective action immediately when a student does not meet performance expectations. These supports include Daily Homework Support, Daily Tutoring, Daily Advisory, and Summer of Excellence.

- **Daily Homework Support.** Homework is a requirement for strengthening all academic skills, should be a review of material already taught, and should provide multiple opportunities for students to master the skills and content learned in school. We also realize that this expectation may be challenging for students, and thus we have a responsibility as a school, not to diminish the need for homework but rather to strategically support its completion for every student - especially since lack of successful homework completion is often the first step in student underachievement. As part of professional development, staff will be explicitly trained in the appropriate role of

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<sup>19</sup> <http://www.roxburyprep.org/docs/news.htm>.

homework (to review that already taught), the development of good homework assignments, and the sharing of all homework expectations with families. Homework will be collected in the morning as students arrive and immediately checked for completion and quality. Students who do not complete their assignments appropriately will be required to attend Homework Center during enrichment period that day, and all families will be informed of homework completion rates. Students who need tutoring will receive it, and those who simply need a quiet, structured place in which to complete homework will have that as well. We will also implement a Homework Hotline, a telephone system that has all nightly assignments recorded per grade and subject, thus enabling students and families to call in for the assignment of the day as well as reach support if needed.

- **Daily Tutoring.** A key element of Little Rock Prep's corrective action plan is daily tutoring. At Little Rock Prep, all students are expected to achieve on a high level, and our responsibility is to give them the supports and maintain the requirements that they will. There will be no stigma to such support, but rather we will work to ensure that this is seen as part of the path to high school and college. Mandatory tutoring will take place after school four days per week and every day during lunch. Students, who demonstrate weakness in a core content area, as defined by the school's internal standards, will be mandated to tutoring over a six week period, until the student demonstrates on an interim assessment that they are now successfully mastering the class material. During the six-week tutoring sessions, teachers will review the content areas from the previous six weeks. At the end of the six-week tutoring session, students will be re-tested on the interim or comprehensive assessment. If the student again scores 69 or below, he/she will be required to attend tutoring for another six weeks.
- **Daily Advisory.** Students develop strong relationships with adults and are informed of their behavioral and academic progress through our advisory system. Students will meet with their advisors at the beginning and end of each school day and advisors will ensure that all students are meeting the academic standards set by the school, will maintain frequent communication with families, and will reinforce adherence to the school's core PUSH values of Persistence, Urgency, Scholarship, and Honesty.
- **Summer of Excellence.** Summer of Excellence is an element of Little Rock Prep's corrective action plan. Little Rock Prep students scoring 69% or below in one or two core classes at the end of the year will be required as part of the summer program to undertake an intensive review of the subject area in which the student has not mastered the core academic material. The material will be re-taught and reviewed. At the end of the Summer of Excellence, remedial students will be re-tested on the comprehensive assessment(s) in the appropriate subject area(s). When a student scores 69% or below on one or more subject assessments or a combination of 69% or below on subject assessments and state assessments, he or she will not be promoted to the next grade. When a student scores 70% or above on both core subject assessment and the state assessment, he or she will be promoted to the next grade.

### **Character Development**

Character development is the foundation of a strong, achievement-oriented school in an environment that is both supportive of and conducive to the learning process and one in which high academic achievement is paramount. When asked what was most critical to strong student achievement, Principal and co-founder of North Star Academy James Verrelli stated that school culture along with curriculum are the two core components that school leaders must get right *immediately* in order to have a strong focus on culture

*relentlessly.*<sup>20</sup> North Star Academy Charter School of Newark, NJ middle school students scored 93% proficient or above in Language Arts, 77% proficient in Mathematics, and 97% proficient in Science on the New Jersey Grade Eight Proficiency Assessment.<sup>21</sup> Based upon the success North Star Academy has demonstrated with a disadvantaged population, we will develop a culture of achievement and high expectations upon which all other educational design elements depend.

We will establish a clear set of behavioral expectations, explicitly teach and relentlessly model them, and enforce rules warmly yet strictly, immediately and consistently. We will establish, reinforce, and reward high academic achievement. We will reinforce the school's core PUSH values:

- Perseverance: To relentlessly pursue our dreams and our goals
- Urgency: Time is of the essence in achieving our goals
- Scholarship: Learning at high academic levels
- Honesty: Integrity in everything that we do

We will require that our students wear a professional school uniform and each day, in morning and afternoon advisory, our students will engage in character development curriculum focused on the ethical and moral development of future leaders. These virtues will be reinforced at the beginning of each day in the Advisory period and continuing throughout the day. Students will be rewarded based on merit and demonstration of the PUSH virtues.

#### **Merits/Demerits and Group Incentives**

At Little Rock Prep, we understand that academic success cannot be achieved without superior behavior. Students will be pushed to exude quality behavior through a combined system of merits and demerits. When a student has demonstrated superior behavior that warrants recognition, he or she will be awarded with a merit and will be rewarded. When students have demonstrated less than superior behavior, he or she will be given a demerit. Accumulation of three demerits in a week will automatically require the student to attend detention after school. No demerits will carry over to the following week; therefore every student will begin with a clean slate at the beginning of each week. Students who demonstrate outstanding character will receive a Certificate of Merit and will be extended a special privilege for that week, such as a movie night or hike at Pinnacle Mountain State Park.

Good behavior is not just an individual task; it is also a group effort. In order to build a sense of community and motivation among groups, Little Rock Prep will provide group incentives which will reinforce the PUSH virtues: perseverance, urgency, scholarship, and honesty. Group incentives will include exposure to experiences that most of our students would not have access to otherwise.

#### **Paychecks**

Just as negative choices yield negative consequences, we believe that positive choices should result in positive rewards. We believe that a token economy system, similar to those used at KIPP, Amistad Academy, and several other successful charter schools, will help students draw the connection between their actions and positive or negative consequences. Every teacher will issue PUSH Dollars for individual students. Dollars will be given as a reward to those students who exhibit the PUSH values of Little Rock Prep. Students may lose Dollars for exhibiting behaviors that do not uphold the PUSH values (e.g. unprepared for class, not paying attention, disrespect). A weekly paycheck will be given to each student

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<sup>20</sup> This statement was made during the Lead Founder's visit at North Star Academy in October 2007 a part of the BES Fellowship program.

<sup>21</sup> <http://www.uncommonschoools.org/nsa/ourResults/#01>.

that must be signed by a parent/guardian. This ensures that there is constant communication between school and parents regarding their students' behavior and academic organization. PUSH Dollars may be used to determine individual rewards such as access to field trips and ice cream socials. The weekly paycheck average will also be used to determine which students qualify to attend the end-of-year trip.

### **Study Skills and Habits**

Many students are ill prepared for academic success due to a lack of good study skills and habits. We will explicitly teach such skills as part of our core curriculum and students will be provided with school binders, daily planners, and other tools to help with organization. Staff will ensure that students know how to effectively take notes, store and organize handouts and plan for assignments through teacher-led instruction, modeling, and monitoring. Our rigorous academic environment and regular use of interim assessments require our students to be organized and prepared for best performance.

### **Skilled Teachers Who Continue to Refine Their Craft**

Teacher quality is the most significant indicator of a student's academic performance. Little Rock Prep will employ teachers who exemplify mastery in their content area, exceptional zeal in working to close the achievement gap, and an unrelenting focus in upholding our school's mission that all students will achieve academic and personal success.

Since two factors drive student achievement (what is taught and how it is taught) we will invest in all our teaching professionals so that they can become masterful teachers. We will provide rich, engaging professional development experiences for all teachers, with very clear focal points: dramatically increasing student achievement and fulfilling our mission.

The overwhelming majority of professional development will take place at the school. We believe that collaboration with colleagues, analyzing the results and work of a teacher's own students, observing other colleagues, and teachers receiving regular feedback on their teaching are the best ways to improve the quality of instruction. This professional development will take the form of peer observation, planning with other teachers, coaching and feedback, interim assessment data analysis, and subject-area meetings. We believe that internal, school based professional development is most powerful because it has the added benefits of keeping everyone on the same wavelength. Teachers will benefit from 29 days of professional development annually and two hours of dedicated professional development weekly.

### **School-Home Communication**

Parents will be informed of their child's academic and behavioral progress regularly throughout the school year. Teachers will use an electronic grade book through which individual student reports will be generated and submitted to all parents, along with a report on the student's behavioral progress. In addition, parents will receive progress reports after each interim assessment to inform them of student grades, academic strengths and weaknesses and any concerns about promotion to the next grade. Parents will receive progress reports after each interim assessment (every 6 to 7 weeks). These progress reports will contain the student's grades as well as areas of struggle. In addition, the parents will receive a report card at the end of every trimester that will contain both grades and anecdotal evidence from each class. Parents will receive two progress reports per month and three report cards each year. Parents will be required to attend three formal conferences with their child's teachers and the school will release family newsletters three times per year that highlights the school community.

### **Distinctive School Day and Calendar Year**

To allow students more time on task, Little Rock Prep will provide an extended school day. During the hours of 7:25 am - 5:00 pm, students will be fully engaged in learning. The extended day will allow for more class time and focus on the core subjects of English Language and Mathematics. Each day, all students will have 120 minutes in English Language instruction and 120 minutes in Math instruction. They will have 60 minutes of Science and 60 minutes of Social Studies instruction daily. Students will have 45 minutes in various enrichments each day. A copy of our annual calendar (required Attachment 1) and a copy of a typical Little Rock Prep fifth grade student's daily schedule (required Attachment 2) has been included.

7. *List the specific measurable goals in reading, reading comprehension, mathematics, and mathematics reasoning based on the state mandated assessments, and any other assessment tools if used, for improving student academic achievement for each year of the public charter schools' initial five (5) year period.*

Our mission is to prepare middle school students to excel in high school, college and beyond by providing high-quality middle school education. To support this mission, and in full accordance with the intent of Arkansas Charter Law and federal No Child Left Behind legislation, Little Rock Preparatory Academy's Accountability Plan outlines six Academic Performance Goals and three Organizational goals. Each Goal is accompanied by clear and compelling objective measures.

#### **Academic Goals**

**Performance Goal 1:** Students demonstrate proficient or advanced skills in Reading.

- **Measure:** 75% of Little Rock Prep students who have attended the school for two or more years will score in the Proficient or Advanced category on the Augmented Benchmark Examination Reading segment in grade 8, 65% of students in grade 7, and 50% of students in grade 6.
- **Measure:** The percentage of Little Rock Prep students who have attended the school for two or more years who attain an Augmented Benchmark Exam Reading score of Proficient or Advanced in the 7<sup>th</sup> and 8<sup>th</sup> grade will exceed the average percentage for the Little Rock School District by at least 15%.
- **Measure:** Each sub-group of students will make Adequate Yearly Progress in reading as defined by the No Child Left Behind legislation.
- **Measure:** In a cohort analysis of longitudinal growth, the average annual increase of percentiles among Little Rock Prep students on the Terra Nova Reading test will average 5 percentiles per year until the average percentile score reaches 75.<sup>22</sup>

**Performance Goal 2:** Students will demonstrate proficient or advanced literacy skills in Reading Comprehension.

- **Measure:** 75% of Little Rock Prep students who have attended the school for two or more years will score in the Proficient or Advanced category on the Augmented Benchmark Examination Reading Comprehension segment in grade 8, 65% of students in grade 7, and 50% of students in grade 6.
- **Measure:** The percentage of Little Rock Prep students who have attended the school for two or more years who attain an Augmented Benchmark Exam Reading score of Proficient or Advanced

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<sup>22</sup> Scores will be based on same-student grade-level cohorts evaluated in June of each year, except when it is necessary to evaluate new students in September upon entering the school. Percentile scores will be converted into NCEs, averaged, and then returned to percentile scores to ensure statistical accuracy. Scores will be available for reporting to department of education and other interested parties in both NCEs and Percentile scores. These procedures apply Terra Nova goals in Reading, Writing, and Math.

in the 7<sup>th</sup> and 8<sup>th</sup> grade will exceed the average percentage for the Little Rock School District by at least 15%.

- **Measure:** Each sub-group of students will make Adequate Yearly Progress in reading comprehension as defined by the No Child Left Behind legislation.
- **Measure:** In a cohort analysis of longitudinal growth, the average annual increase of percentiles among Little Rock Prep students on the Terra Nova Reading test will average 5 percentiles per year until the average percentile score reaches 75.<sup>23</sup>

**Performance Goal 3:** Students will demonstrate proficient or advanced skills in Mathematics.

- **Measure:** 75% of Little Rock Prep students who have attended the school for two or more years will score in the Proficient or Advanced category on the Augmented Benchmark Examination in Mathematics in grade 8, 65% of students in grade 7, and 50% of students in grade 6.
- **Measure:** The percentage of Little Rock Prep students who have attended the school for two or more years who attain an Augmented Benchmark Exam Mathematics score of Proficient or Advanced in the 7<sup>th</sup> and 8<sup>th</sup> grade will exceed the average percentage for the Little Rock School District by at least 15%.
- **Measure:** Each sub-group of students will make Adequate Yearly Progress in mathematics as defined by the No Child Left Behind legislation.
- **Measure:** In a cohort analysis of longitudinal growth, the average annual increase of percentiles among Little Rock Prep students on the Terra Nova Mathematics test will average 5 percentiles per year until the average percentile score reaches 75.<sup>24</sup>

**Performance Goal 4:** Students will demonstrate proficient or advanced skills in Mathematics Reasoning.

- **Measure:** 75% of Little Rock Prep students who have attended the school for two or more years will score in the Proficient or Advanced category on the Augmented Benchmark Examination for Mathematics Reasoning in grade 8, 65% of students in grade 7, and 50% of students in grade 6.
- **Measure:** The percentage of Little Rock Prep students who have attended the school for two or more years who attain an Augmented Benchmark Exam Mathematics Reasoning score of Proficient or Advanced in the 7<sup>th</sup> and 8<sup>th</sup> grade will exceed the average percentage for the Little Rock School District by at least 15%.
- **Measure:** Each sub-group of students will make Adequate Yearly Progress in mathematics reasoning as defined by the No Child Left Behind legislation.
- **Measure:** In a cohort analysis of longitudinal growth, the average annual increase of percentiles among Little Rock Prep students on the Terra Nova Mathematics test will average 5 percentiles per year until the average percentile score reaches 75.<sup>25</sup>

**Performance Goal 5:** Students will demonstrate proficient or advanced skills in Science.

- **Measure:** Each cohort of Little Rock Preparatory Academy students will make Adequate Yearly Progress in Science as defined by the No Child Left Behind legislation.

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<sup>23</sup> Scores will be based on same-student grade-level cohorts evaluated in June of each year, except when necessary to evaluate new students in September upon entering the school. Percentile scores will be converted into NCEs, averaged, and then returned to percentile scores to ensure statistical accuracy. Scores will be available for reporting to department of education and other interested parties in both NCEs and Percentile scores. These procedures apply Terra Nova goals in Reading, Writing, and Math.

<sup>24</sup> Scores will be based on same-student grade-level cohorts evaluated in June of each year, except when necessary to evaluate new students in September upon entering the school. Percentile scores will be converted into NCEs, averaged, and then returned to percentile scores to ensure statistical accuracy. Scores will be available for reporting to department of education and other interested parties in both NCEs and Percentile scores. These procedures apply Terra Nova goals in Reading, Writing, and Math.

<sup>25</sup> Ibid.

- **Measure:** Longitudinal growth will be measured by 5 percentiles of annual growth of Little Rock Prep students on the Terra Nova every year until 100% of students have demonstrated proficient or advanced.

**Performance Goal 6:** Students will demonstrate proficient or advanced skills in Social Studies.

- **Measure:** Each cohort of Little Rock Preparatory Academy students will made Adequate Yearly Progress in Social Studies as defined by the No Child Left Behind legislation.
- **Measure:** Longitudinal growth will be measured by 5 percentiles of annual growth of Little Rock Prep students on the Terra Nova.

Our performance-based goals drive our objective measures and will evidence the improved academic achievement of our students as they demonstrate proficiency and mastery in the core subjects and as they make adequate yearly progress each year. All of our goals are in compliance with the Arkansas Curriculum Frameworks, which will help us to reach our organizational mission and will ensure that we meet the expectations of the federal No Child Left Behind legislation.

Little Rock Prep will comply with and participate in all state-required testing. The school's testing schedule will include the Augmented Benchmark Examination, the Terra Nova, and six-week internal assessments.

### **Description of Assessment Methods**

#### **Criterion-Based State Assessments**

Little Rock Prep will participate in all state required testing following all state rules, policies, and procedures for Arkansas public schools. Little Rock Prep will administer all state assessments as prescribed during the Little Rock School District testing window. The Dean of Curriculum and Instruction will attend State Board of Education meetings and will disseminate and collect state provided materials from Little Rock Prep in the same secure manner as all Little Rock School District (LRSD) schools. The Little Rock Prep Dean of Curriculum and Instruction will be responsible for test storage and security once tests are distributed to schools. Little Rock Prep will administer assessment tests identified below unless different assessments are required during term of this charter, in which case the required assessments will be give at that time.

For Little Rock Prep to ensure dramatic academic results, academic progress must be measured and analyzed frequently, and action plans must be efficiently and effectively put into place. Little Rock Prep will administer all state mandated assessments and use results to inform the school's development over time. The Head of School and Dean of Curriculum and Instruction will lead the development and review of interim, end-of-trimester and end-of-year assessments that identify specific skills and content knowledge students must master at discreet points in time in each subject, at each grade level. Exams will align with state and national standards and reflect the structure of questions on the Augmented Benchmark Examination.

#### **Augmented Benchmark Examination**

This includes the CRT component, which focuses on measuring student performance on items specifically developed by Arkansas teachers and the Arkansas Department of Education that align with the Arkansas Mathematics and English Language Arts Curriculum Frameworks, and the NRT component, which focuses on rank-ordering student performance based on national norms and contains items in the subsections of reading comprehension, math problem solving, and language.<sup>26</sup>

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<sup>26</sup> Augmented Benchmark Examination. <http://arkansased.org/testing/assessment.html>



### **Nationally Normed Assessments**

Little Rock Prep will administer the Terra Nova, a nationally norm-referenced test of skills upon enrollment into the school and at the conclusion of each school year. Little Rock Prep will demonstrate longitudinal growth for cohorts of students, identified and tracked over multiple years. Little Rock Prep will demonstrate consistent student improvement on assessments by cohort and by average gains of multiple cohorts in national percentile points.

### **Internal Standards-Based Assessments**

To ensure we have more frequent results to inform ongoing instruction and student supports, we have designed an internal assessment system that will gather student performance results throughout the year. Students will take interim assessments at approximately the midpoint of each trimester, as well as at the end of each trimester. These exams will be standards-driven and cumulative in nature. All core subjects will conclude with an end-of-year assessment, and will be part of our overall grading structure.

### **Use of Assessment Data**

Our educational program and student achievement will be assessed through a number of different measures. In addition to traditional testing, such as the Augmented Benchmark Examination, Little Rock Prep will also use internally designed six-week assessments to make sure that successful instructional methods are being used to move students successfully through the curriculum, and to adjust curriculum, re-teach lessons, and provide individualized supports as indicated by analysis of such assessment results. All results from administered assessments will be used to determine which standards need to be taught or re-taught at the grade level, class-level, and student.

The Dean of Curriculum and Instruction will lead the curriculum mapping process and is responsible for ensuring that the curriculum scope and sequence is aligned with state and national standards. Each unit of the schools' curriculum will be aligned with Arkansas Department of Education's academic standards. We will also use other well-researched grade level standards that are widely recognized as being rigorous, measurable, and appropriately targeted for student growth to supplement Arkansas' standards.

<b>Assessment Type</b>	<b>Frequency</b>	<b>Subjects</b>	<b>Description</b>
<b>Arkansas Benchmark Examination</b>	Spring	Mathematics/Language Arts	Mandatory criterion-referenced test that measures student achievement with Arkansas standards
<b>Terra Nova</b>	Fall and Spring of Each year	All Core Subjects	Norm-referenced test of basic skills that will allow LR Prep to demonstrate longitudinal growth of its students from the beginning of the year to the end of year.

Internal Assessments	Every six weeks	All	Internal standards-based assessments that will allow teachers to be responsive to student needs in a timely fashion and administration to closely monitor individual student growth.
State Mandated Assessments	Spring of each year	Algebra I	State mandated assessment of Algebra I skills for eighth grade students.

Assessment data will be collected on a daily, weekly, and six-week basis and will include results from diagnostic testing, interim assessments, and state and national testing. Collecting data will allow us to measure student mastery on an ongoing basis and greatly increase the Head of School, Dean of Curriculum and Instruction, and teachers' ability to analyze particular students, specific lesson plans, and overall cohort growth, and to improve teaching techniques and student supports. Ongoing assessment data will be discussed and reviewed staff wide during prescribed times during the week tests are administered.

Results of daily and weekly assessments will be reviewed closely during weekly staff meetings. The Dean of Curriculum and Instruction will lead teachers in the development and review of internal assessments that identify the specific skills and contents knowledge students must master at discreet points in time for each subject and grade level. Staff will be thoroughly trained on how to use the data as a tool to help them design their teaching approaches to meet the student needs most efficiently. Data will also be used in the evaluation and development process of the faculty members.

To ensure that Little Rock Prep maintains organizational strength, we have adopted three Organizational goals as part of the school's accountability plan.

#### **Organizational Performance Goals**

**Performance Goal 7:** Little Rock Preparatory Academy will maintain organizational strength by demonstrating fiduciary and financial responsibility.

- **Measure:** Budgets for each school year will demonstrate effective allocation of financial resources to ensure effective delivery of the school mission as measured by yearly balanced budgets submitted to the Arkansas Department of Education. All budgets will be reviewed monthly by the Finance Committee of the Board of Trustees.
- **Measure:** External annual audit reports will demonstrate that Little Rock Preparatory Academy meets or exceeds professional accounting standards.

**Performance Goal 8:** Little Rock Preparatory Academy will be fully enrolled and demonstrate high levels of daily attendance and student retention.

- **Measure:** Little Rock Prep's student enrollment will be at 100% of the projected enrollment described in the charter application at the beginning of each year.
- **Measure:** Little Rock Prep's waiting list will be equal to 50% of the fifth grade enrollment during each year.
- **Measure:** 90% of students who begin the school year at Little Rock Prep will remain in the school throughout the academic year.

- **Measure:** 90% of students who complete the school year at Little Rock Prep will re-enroll for the following year.
- **Measure:** Little Rock Preparatory Academy will average 95% or higher daily student attendance in each school year.

**Performance Goal 9:** Parents will demonstrate high satisfaction with the academic program and the clear and open communication of Little Rock Preparatory Academy.

- **Measure:** Parent satisfaction with the academic program, as measured by an annual survey at the conclusion of the school year, will measure at least 85% of responses from families.
- **Measure:** Parent satisfaction with the clear and open communication by the faculty and staff of Little Rock Prep, as measured by an annual survey at the conclusion of the school year, will measure at least 85% of responses from families.

**8. Describe the process that will be used to develop and align the curriculum with the Arkansas Curriculum Frameworks.**

The mission of Little Rock Prep is to prepare students for high academic achievement and success in high school college preparatory programs and college. Regardless of the student's level of proficiency upon entrance to Little Rock Prep, students must complete the eighth grade ready to enter ninth grade programs offering an advanced college preparatory curriculum. Little Rock Prep students will achieve success through rigorous instruction, virtue, and enrichment.

**Standards Based Curriculum**

We believe in using standards as a template for designing specific internal standards that will clearly identify exactly what our students should know and demonstrate, based on the expectations of state standards and our own faculty. Teachers will use a detailed item-analysis process of assessments, including released Augmented Benchmark Examination tests, to identify precise skills and content that students need for success on these tests. The Little Rock Preparatory Academy curriculum standards will be created by blending Arkansas Curriculum Frameworks with these skills and content.

From these standards, teachers will plan their learning activities and how they will assess mastery of each standard. From these assessments, teachers will develop six-week and year-end assessments before the start of the school year, guaranteeing a high degree of accountability to teaching the necessary material. During the four week summer orientation, teachers will critically analyze assessments from the Augmented Benchmark Examination and the Terra Nova to assist in the identification of the skills and content areas needed for mastery at a specific grade level.

The timeline for aligning curriculum with the Arkansas Curriculum Frameworks is as follows:

	Hire the Dean of Curriculum and Instruction to begin curriculum development process.
	Finalize development of internal curriculum standards for Reading, Reading Comprehension, and Writing, as aligned with Arkansas Curriculum Frameworks.
	Finalize development of internal curriculum standards for Math Problem Solving and Mathematics Computations, as aligned with Arkansas Curriculum Frameworks.
	Finalize the development of the internal curriculum standards for Science and Social Studies, as aligned with the Arkansas Curriculum Frameworks.

The timeline for curriculum development will ensure curriculum is finalized prior to teacher orientation, during which teachers become knowledgeable of the internal curriculum standards and instructional methods of Little Rock Prep that inform creation and execution of unit lesson plans in each core subject.

To assist our teachers in effective delivery of standards based instruction, Little Rock Prep will primarily rely on our internal standards to develop a data-driven self-created curriculum. We will not solely rely on specific curriculum to drive our instruction, but will use branded curriculum as teacher resources for improving instruction. The branded curriculum that we will use as resources for our teachers and the specific reasons why the types of curriculum resources were selected are included in the following chart.

<b>Literacy</b>	Junior Great Books	Builds reading comprehension
	Daily Oral Language Plus	Reinforces language skills Used for daily review
<b>Mathematics</b>	Saxon Math	Useful for Direct Instruction of skills Reinforces content knowledge Develops higher-order thinking skills Aligns AR Curriculum Frameworks
	Scott Foresman-Addison Wesley Mathematics	Useful for Direct Instruction Builds problem solving skills Reinforces daily math skills.
	Singapore Math	Builds instructional techniques Used as supplement to building math skill building for daily practice
	Math Solutions by Marilyn Burns	Builds instructional techniques
<b>Science</b>	Holt Science	Additional curriculum sequence to the internal school standards Assists teacher instruction of specific material required from the scope and sequence
	Core Knowledge Sequence	
<b>History</b>	Core Knowledge Sequence	Additional curriculum sequence to the internal school standards Assists teacher instruction of specific material required from the scope and sequence
	Fictional, age-appropriate novels	Used as primary sources for instructing specific historical subject matter

### Weekly Lesson Plans

In addition to designing unit plans, teachers will complete weeklong plans in advance to ensure they are prepared and organized prior to teaching a lesson. Each weekly plan will contain the objectives for each day, key concepts and/or vocabulary, "Do Now," activities, and homework. Weekly plans will be flexible and may change depending on material successfully completed during the previous week, and under the supervision and support of the Dean of Curriculum and Instruction. All teachers will have well developed plans and strategic pacing charts within larger unit plans and ultimately within the yearly curriculum and its exit standards. Each weeklong plan will be broken into more detailed daily lesson plans to guide instruction.

### Daily Lesson Plans

Teachers will use a common lesson plan format to ensure that their lessons are organized aligned to the state's standards. The lesson plans will also ensure that teachers have thought about the different components of the lesson and are well prepared before they introduce material to students. Each lesson plan will contain information about the aim of the lesson, Do Now, agenda, and homework.

### **Overview of Grade Level Curriculum**

Academic achievement in core academic subjects is the primary vehicle by which we accomplish the mission of Little Rock Prep. As a result, the schedule and entire program structure are designed to promote maximum success in these subjects. All students will take English, Math, Science, and History every day. In all grades, students will take double blocks of math in addition to a doubled program of English Language Arts (which encompasses both reading and writing).

The following is outline of curriculum that will be used across subject areas at each grade level. In all subject areas, teachers will create objectives tied to the Little Rock Preparatory Academy standards.

### **English Language Arts– Reading and Writing**

Content	Literature I	Literature II	Literature III	Literature IV
	Grammar I	Grammar II	Grammar III	Grammar IV

#### **Reading**

Reading curriculum will be informed directly by the Arkansas Curriculum Frameworks. Curriculum will concentrate on phonemic awareness, fluency, comprehension, and an introduction to sophisticated pieces of literature for study and analysis. Instruction and skill development will focus on identifying perspective, drawing supporting details, increasing vocabulary, and identifying literary elements such as tone and mood.

#### **Writing**

Writing curriculum will be informed directly by the Arkansas Curriculum Frameworks. The writing curriculum will begin in the fifth grade by focusing on grammar, the writing process, and basic writing conventions. Writing curriculum will focus on students becoming masterful spellers, along with extensive development of their skills in listening, speech, and viewing, as required by the Arkansas Curriculum Frameworks. All English Language Arts classes will focus on Latin root words and definitions, which will aid in the development of English language skills. Students will be assessed weekly on spelling skills. Students will be introduced to the editing and proofreading process and will then expand their use of descriptive words and complex sentences, and start to explore different styles of writing. By the end of eighth grade, students will have developed a personal style of writing, and be able to write varying types of essays and narratives, and critique and proofread writing samples.

### **Mathematics**

Content	Computations I	Computations II	Pre-Algebra	Algebra I
	Problem Solving I	Problem Solving II	Problem Solving III	Problem Solving IV/Geometry

Math curriculum will be informed directly by the Arkansas Curriculum Frameworks. Beginning in fifth grade, students will have double periods of math to ensure a solid foundation of skills and concepts and prepare

## Science

Science curriculum will be informed directly by the Arkansas Curriculum Frameworks. Students will complete a course in Earth Science in fifth grade, Life Science in sixth, Physical Science in seventh, and Biology in eighth. Students will utilize standard safety practices, analyze data proficiently, communicate scientific ideas, and conduct scientific inquiry experiments.

Social Studies curriculum will be informed directly by the Arkansas Curriculum Frameworks, the Core Knowledge Sequence, and the use of fictional, age-appropriate novels. Students in fifth and sixth grade will complete courses that focus on Geography and World History. Students in seventh and eighth grade will complete courses in American History, American Government, and Geography. Each grade level will receive a unit of Arkansas History over the four years to complete a full year of Arkansas History, as informed by the Arkansas Curriculum Frameworks.

- Little Rock Prep will focus on recruiting students in the central Little Rock area, College Station, East End, Sweet Home, and Granite Mountain neighborhoods and will be open to upcoming fifth grade students throughout the Little Rock, Pulaski County, and North Little Rock School Districts. We intend to open with 108 fifth grade students in 2009 and will add a grade each school year in which 108 new fifth grade students will be enrolled. The school will reach full capacity with 432 students by year 2012. The total possible number of students enrolled in the final year of this charter will be 432 in grades 5-8:

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<b>5<sup>th</sup> Grade</b>	108	108	108	108	108
<b>6<sup>th</sup> Grade</b>		108	108	108	108
<b>7<sup>th</sup> Grade</b>			108	108	108
<b>8<sup>th</sup> Grade</b>				108	108
<b>Total</b>	<b>108</b>	<b>216</b>	<b>324</b>	<b>432</b>	<b>432</b>

We are aware that there may be factors beyond the school's control which may contribute to attrition. To maintain conservative fiscal planning, and as experienced by similar urban charter schools, we have projected an enrollment with a 10% average attrition rate beginning in year three of operation.

<b>5<sup>th</sup> Grade</b>	108	108	108	108	108
<b>6<sup>th</sup> Grade</b>		108	108	108	108
<b>7<sup>th</sup> Grade</b>			98	98	98
<b>8<sup>th</sup> Grade</b>				88	88
<b>Total</b>	<b>108</b>	<b>206</b>	<b>314</b>	<b>402</b>	<b>402</b>

The school districts within the geographical area that may be affected by the establishment of Little Rock Preparatory Academy will include the Little Rock, Pulaski County Special, and North Little Rock School Districts. Because we will focus our student recruitment efforts within the central Little Rock area, specifically South Midtown, Granite Mountain, College Station, and Sweet Home communities, we expect that 60% of our students will transfer from the Little Rock School District, 35% will transfer from the Pulaski County Special School District, and 5% will transfer from the North Little Rock School District.

**10. Describe the plan for the school officials to provide an annual report to parents, the community, and the State Board of Education that demonstrates the progress made by the charter school during any previous academic year in meeting its academic performance objectives. (See ADE Rules Governing Standards for Accreditation of Arkansas Public Schools and School Districts (standards rules). Section 7.04.2.**

Pursuant to the ADE Rules Governing Standards for Accreditation of Arkansas Public Schools and School Districts, section 7.04.2, Little Rock Prep will review each curriculum area annually to ensure alignment with state standards. We will develop an annual comprehensive school improvement plan which will demonstrate its viability through site-visit reports, internal and external audits of academic and financial practices, an annual report, formally adopted policies as evidenced in board minutes, a formally adopted balanced budget, annual school report cards, and, above all, the outstanding academic achievement of our students on internal and external assessments.

The Founding Board of Little Rock Prep recognizes the driving force behind successful student achievement. We embrace a system and standard that requires us to maintain transparency and accountability to our parents, community members, the Little Rock School District and the State of Arkansas. Our comprehensive plan will be filed with and reviewed by the Department of Education annually and we will provide and publish, in a newspaper with general circulation in the district before November 15 of each school year, a report to the public detailing our progress toward accomplishing our program goals, accreditation standards, and proposals to correct deficiencies. We will also ensure that our parents receive a mailed copy of the report. We understand that these provisions are required by state law.

- 11. Describe the enrollment criteria and student admission, recruitment and selection processes for the proposed public charter school. Include a statement that a random, anonymous student selection method will be utilized in the event that more students apply for admission to the public charter school than can be accommodated under the terms of the charter, except as allowed for in Code Ann. 6-23-3-6(14)C. Should an applicant believe that the use of a weighted lottery is necessary, the applicant shall state how they will comply with the requirements of Arkansas Code Annotated 6-23-306 (14) C.**

Little Rock Prep has been developed in the central Little Rock community to serve a specific academic need of the students living here especially underachieving students of color and low-income students for whom the academic achievement gap remains wide. As a public school within the Little Rock School District, Little Rock Prep is available as an option of choice for students throughout the city. The school will conduct an aggressive marketing plan throughout Little Rock, with an emphasis on the central Little Rock area, along with the College Station, Sweet Home, Granite Mountain, and East End communities. Little Rock Prep will use a nondiscriminatory enrollment policy consistent with all local and federal laws.

#### **School District**

Little Rock Prep seeks a charter from the Arkansas Department of Education. As a result, Little Rock Prep will be a public school within the Little Rock School District, and expects enrollment from students within that district. In the event that students who reside in other districts apply for admission, priority will be given to families who reside within the Little Rock School District. To ensure that all parents and students are provided with an equal opportunity to learn about and apply to the school, Little Rock Prep will embark on a student recruitment plan that is primarily conducted through community outreach.

#### **Community Outreach**

To ensure Little Rock Prep receives applications from all interested families, the staff of Little Rock Prep will use the planning year, between the time of chartering and January of 2009 to market the school throughout central Little Rock, and especially in our targeted communities. Marketing strategies include:

- Presentations at parent meetings, community meetings, and neighborhood associations
- Mass mailing of the school brochure and enrollment form
- Use of the school website to publicize the school
- Participation in local school fairs
- Door-to-door school information and door-to-door conversation with interested families
- Communication through local churches, community organizations, and service agencies
- Newspaper and radio advertisements

All marketing will be translated in Spanish to reach out to Little Rock's rapidly growing Hispanic population.

#### **Enrollment Policy**

Little Rock Prep will recruit students in a manner that ensures equal access to the school and does not discriminate against students of a particular race, color, national origin, religion, language of origin, sexual orientation, or sex, or against students with disabilities. Priority for enrollment will be given only to students who reside in the Little Rock School District and for siblings of enrolled students.

If the Little Rock Prep charter is approved, the school will immediately release a simple application which asks only for basic contact information and verifies that students will enter fifth grade in the fall of 2009. A specific description of the school program and the Family Contract will accompany the application. This application will be mailed to parents who completed letters of intent to enroll and parents of eligible students enrolled in the LRSD, distributed throughout the community, and posted on the internet. All



applications for enrollment will be due March 1. No pre-admission activities will be required, though optional information sessions will be held for parents and the school may conduct door-to-door marketing as well.

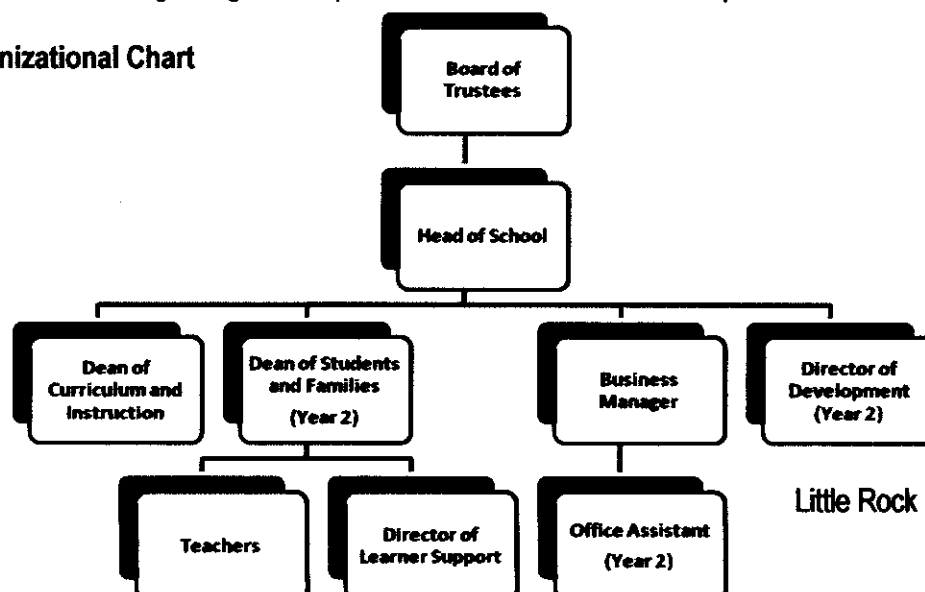
Applications will be received by the school and all information will be collected in a central database. Date of receipt will be tracked and all parents will be notified by postcard of application receipt. A random, anonymous student selection method will be utilized in the event that more students apply for admission to the public charter school than can be accommodated under the terms of the charter, except as allowed for in Code Ann. 6-23-3-6(14)C. Rock Prep will hold a lottery to identify admitted students and prioritize the waiting list. The lottery will be held publicly on March 15, approximately two (2) weeks after the application deadline. Students' names will be drawn randomly, with preference given to students residing in the Little Rock School District and siblings of students already enrolled in the school.

All parents will be notified in writing of either admission or waiting list status for their children. Following admission, Little Rock Prep staff will visit each student's home during the spring, to review the school program and expectations and to sign the Family Contract. If students do not accept their admission, students on the waiting list will be notified immediately and the same process will be followed. All enrolled students and families will be required to attend a Family Orientation Day in June or July, which will include further information about the school and skills tests for students.

- 12. Summarize the job descriptions of the school director and other key personnel. Specify the qualifications to be met by professional employees (administrators, teachers, counselors, etc.) of the program. List the types of administrative positions, teaching positions, and support positions and how many of each.**

Little Rock Prep is led by a Board of Trustees which governs the school and is responsible for ensuring the school fulfills its mission, is faithful to its charter, and remains financially viable. The Board of Trustees will hire the Head of School to whom it will delegate all management decisions. The Head of School will be responsible for implementation of the mission of Little Rock Prep at a demanding and high standard. The Head of School will hire and supervise all other employees of the school, and may delegate these duties to other senior administrative staff, which may include, but are not limited to, a Dean of Curriculum and Instruction, Dean of Students and Families, Business Manager, Director of Learner Support, and Director of Development. The Head of School will report monthly to the Board of Trustees on the state of the school, progress toward each element of the mission statement, and progress toward each goal in the school's Accountability Plan. The Board of Trustees will evaluate the Head of School annually, provide detailed and critical feedback regarding his/her performance, and set his/her compensation.

**Organizational Chart**



At capacity, school leadership will consist of six administrators: Head of School, Dean of Curriculum and Instruction, Dean of Students and Families, Business Manager, Director of Learner Support, and Director of Development. The Directors of Development and Learner Support, along with the Dean of Curriculum and Instruction, Dean of Students and Families and the Business Manager will report directly to the Head of School and will meet frequently as an administrative team. The organizational chart indicates supervisory relationships and general duties are described below. The school intends to open with the Head of School, Dean of Curriculum and Instruction, Business Manager, Director of Learner Support, and Teacher positions filled; operating as effectively as possible at start-up will ensure immediately strong results for students and the organizational stability that will lead to execution of the mission.

- **Head of School:** Provides overall leadership in effective implementation of mission, reporting to Board of Trustees, hiring, fundraising, management of administrative team.
- **Dean of Curriculum and Instruction:** Articulates and implements curriculum, instructional, and assessment programs and develops team of educators.
- **Director of Learner Support:** Manages and coordinates tutoring and Special Education services. Instructs all special education classes.
- **Business Manager:** Manages all federal, state, and local reporting compliance, budgeting, human resources, accounting, facility needs.
- **Dean of Students and Families:** Provides leadership in discipline system and is responsible for key aspects of school culture and student character development.
- **Director of Development:** Capitalizes on successes of Board's initial fundraising goals, assembles systems, processes, and donor base for long-term fundraising capacity.

We understand that all key personnel must hold minimum professional qualifications in order to successfully carry out the job descriptions as required by Little Rock Prep. Below is an outline of the minimum professional qualifications that will be required for all positions for Year 1 is as follows:

**I. Head of School**

- A. Must hold a Master's degree or other advanced degree
- B. Experience managing a team
- C. Experience with successful completion of multifaceted projects
- D. Able to communicate effectively with a team and with students and parents
- E. Experience with education/mentoring urban youth

**II. Dean of Curriculum and Instruction**

- A. Must hold a Bachelor's degree or advanced degree
- B. Experience with teacher recruitment, licensing, and/or hiring preferred
- C. Experience with education/mentoring urban youth
- D. Highly qualified as defined by NCLB

**III. Director of Learner Support**

- A. Thorough knowledge of Federal and District guidelines concerning the development and implementation of IEPs and 504s
- B. Thorough knowledge of compliance with all Federal and District SPED regulations regarding parental consent
- C. Experience educating and/or mentoring urban youth
- D. Special Education Certification required and at least 3 years teaching experience preferred
- E. Highly qualified as defined by NCLB

#### IV. Business Manager

- A. MBA or accounting degree required or four years of relevant experience.
- B. Proven experience in Human Resources.
- C. Excellent organizational, planning, and implementation skills.
- D. Thorough knowledge of APSCN
- E. AASBO certified or willing to obtain eligibility for certification

#### V. Core Teachers

- A. Bachelor's Degree is required in core subject area
- B. Experience instructing and/or mentoring urban youth.
- C. Highly qualified as defined by NCLB

We anticipate hiring 10 full time equivalent positions at Little Rock Prep during Year 1 of operation. Our staffing plan outlines the types and numbers of positions to be filled. Administrative and Teacher Pay Scales have been included as required **Attachment 5**.

#### Staffing Plan: Year 1

	1
	1
	.5 Teacher and .5 Special Education
	1
	6

13. *Explain how the school will conduct its business office, with what personnel, and describe the process by which the governance structure of the school will adopt an annual budget.*

Little Rock Preparatory Academy will manage all procurement activities by utilizing the following bidding procedures as recommended by the Arkansas Department of Education:

1. Determine the estimated cost of the purchase or project
2. If the cost is \$9,999 or less, acquire multiple bids and award bid to appropriate vendor
3. If the cost is \$10,000 or more, determine if the purchase is for a commodity (supplies, goods, materials, equipment, property, etc.) or a capital improvement project (an improvement of buildings or grounds in which labor is involved).
4. If the purchase is for a commodity:
  - Solicit at least two bids in writing from vendors
  - Immediately after bids are received, complete a Bid Summary Sheet, attach all requested paperwork, and submit to Business Office
  - Contact all vendors concerning the results of the bidding
  - Purchase commodities
5. If the purchase is for a capital improvement project:
  - Acquire multiple bids and award to appropriate vendor if estimated cost is between \$10,000 and \$19,999
  - If cost is \$20,000 or more, follow the laws of the state of Arkansas concerning all projects of this magnitude

- Immediately after bids are received, complete a Bid Summary Sheet, attach all requested paperwork, and submit to Business Office.
- Contact all vendors concerning the results of bidding
- Initiate project

The key personnel required to carry out business duties for the school will be the Business Manager. The Business Manager must verify the school's finances and the Head of School must approve all purchases. Some items must undergo a procurement process before being acquired. The Business Manager will order all supplies with a purchase order. The Head of School will sign all checks written under \$5,000 and a co-signature will be required for all checks written over \$5,000 by a member of the Board of Trustees. All financial transactions will be recorded and reported to the Board of Trustees.

In accordance with Ark. Code Ann. §6-15-2302 and Act 1591 of the 86<sup>th</sup> General Assembly, Little Rock Prep will hire a Business Manager who holds or is eligible to acquire the minimum requisite professional qualifications of Public School Districts as mandated by the Arkansas Department of Education. The minimum professional qualifications for Business Managers are as follows:

- Holds a Certified Arkansas School Business Official (CASBO) based on the requirements established by the Arkansas Association of School Business Officials (AASBO), or be enrolled in the CASBO required courses of study.
- If not already certified through AASBO, the Business Manager must complete at least five CASBO courses per year and must complete the ten required and five elective CASBO courses within three years.

Little Rock Prep will take strategic steps to ensure that it is in compliance with all financial regulations and acceptable operating practices. Little Rock Prep will ensure that it practices ethical behavior in all instances. It is the responsibility of the Head of School and the Business Manager to develop an annual budget that is fiscally sound and appropriately allocates resources for the efficacy of the school. The Board of Trustees will approve the annual budget before it is implemented by July of each year. The Board of Trustees will elect a Finance Committee that will monitor the financial health of the school, through monthly financial reports and regular monitoring of the financial goals of the Accountability Plan. The Finance Committee will monitor the annual audit of the school's finances.

Little Rock Prep's balanced budget, which accurately reflects the revenue available to the school and expenditures for program implementation, has been included as required **Attachment 4**. Additionally, we have attached a five-year budget to demonstrate that Little Rock Prep will maintain fiscal viability for the duration of its charter (**Attachment F**). In accordance with state law, Little Rock Prep will develop an Annual Financial Report and Budget that reports the school's revenues and expenditures for the prior fiscal year by August 31 of each year.

***14. Describe the manner in which an annual audit of the financial and programmatic operations of the school will be conducted.***

Pursuant to Ark. Code Ann. § 6-11-105, Little Rock Preparatory Academy will annually request to participate in a legislative audit of all financial and programmatic operations of the school within nine months following

the end of the fiscal year. The Division of Legislative Audit shall include all findings, comments, recommendations, and management letters. They shall be made available to the Department of Education and the Department of Workforce Education upon presentation of the audit to the Legislative Joint Auditing Committee. Each audit report shall reflect a determination of and report on compliance with requirements applicable to federal programs identified in the Schedule of Federal Financial Assistance for the audit year.

Each audit report shall reflect determination of a report on whether the school has an internal control structure to provide reasonable assurance that it is managing federal assistance programs in compliance with applicable law and regulations, in accordance with all applicable state and federal legislation and regulations. The school audit report shall include, as a minimum, comments on substantial compliance with the provisions listed at Ark. Code Ann. § 6-1-101 that are in effect for the audit period.

- 15. Provide a statement that the public charter school will participate in the Arkansas Public School Computer Network for reporting education data, as required by state statute or by State Board of Education rule.**

Little Rock Preparatory Academy will fully participate in the Arkansas Public School Computer Network (APSCN) for reporting education data, as required by state statute or by State Board of Education rule.

- 16. Describe facilities to be used. Give present use of the facility and the use for the past three (3) years. If the facility to be used for the school is a facility of a school district, describe the terms established by the local school board of the district stipulating the relationship between the proposed public charter school and the district pertaining to the use of the facility. Attach a copy of the agreement, signed by the president of the local school board, the chair or president of the governing body of the proposed open-enrollment public charter school, and the chief operating officer of the proposed charter. If the facility is not operated by a school district, attach a copy of the agreement, signed by the entity owning or operating the facility and the chief operating officer of the proposed charter.**

**Please identify the owner(s) of the proposed facility and describe their relationship, if any, with:**

- (1) Members of the local board of the public school district where the proposed open-enrollment public charter school will be located,**
- (2) Employees of the public school district where the proposed open enrollment public charter school will be located,**
- (3) The eligible entity sponsoring the open-enrollment public charter school, or**
- (4) Employees/directors/administrators of the proposed open-enrollment public charter school.**

**Include a statement that the facility will comply with all requirements for accessibility in accordance with the Americans with Disabilities Act (ADA) and Individuals with Disabilities Education Act (IDEA) and all other state and federal laws. The facility will be inspected by staff of the ADE or its designee prior to any State Board of Education action on the application. If the facility does not currently meet these requirements, provide a list of items that will need to be addressed to bring the facility into compliance. Also include a statement of permissible uses for the facility from the local zoning authority, and whether there are any alcohol sales within 1000 feet of the facility.**

Little Rock Preparatory Academy seeks to enroll 108 fifth grade students beginning in 2009 and grow to serve 432 students in grades 5-8 over the five-year term of its charter. Due to the amount of students that we intend to enroll, we estimate that our facility needs will require us to locate in a facility that offers, at minimum, 75 sq. ft. per student per year. To secure a facility, we have contracted with The Hathaway Group/Coldwell Banker to create a realistic plan for securing a facility. As documented in **Attachment G**, we have sought a facility that is adequate for the school's first two years of enrollment and is centrally located to serve our target population and identifies a statement of permissible uses for the facility. We will continue to seek viable facility options as our enrollment grows over the term of our charter. Additionally, we have consulted with Self-Help, a charter school lending organization, to begin initiating an agreement for funding of renovations for the facility as this is appropriate. A supporting document from Self-Help is included in **Attachment H**.

Little Rock Prep has successfully entered into a lease agreement with Liberty Hill Baptist Church to utilize its Educational Building, located at the corner of 12<sup>th</sup> and Schiller Street in Little Rock. There is no affiliation, family ties, or other relationships between the Lessor and the Lessee for use of this facility. For the past three years, the facility has not been in use, but previously was used as classroom and office space for the church's ministries. The Facility Utilization Agreement is included as required **Attachment 3**. We have also included a full lease agreement between the lessor and lessee in required **Attachment 9**, along with a lease agreement addendum in **Attachment I**. In addition, there are no alcohol sales within 1000 feet of the educational facility.

The facility will comply with all requirements for accessibility in accordance with the Americans with Disabilities Act (ADA) and Individuals with Disabilities Education Act (IDEA) and all other state and federal laws. Currently, the facility needs minor renovations to meet the needs of the ADA and IDEA. These renovations include: handicap accessible lavatories and ensuring that the entrance into the facility meets the standards.

***17. Describe the manner in which the school will make provisions for the following student services:***

**A). Guidance Program**

For counseling and guidance services beyond the capabilities of the Little Rock Prep faculty and staff, we plan to provide counseling and guidance services on a contractual basis with a properly licensed counseling professional until year three, until such time as the school can employ a full or part-time guidance counselor.

**B). Health Services**

As needed, Little Rock Prep plans to provide health services for the students of the school on a contractual basis. The school will develop, before opening, complete health services and health emergency policies and procedures.

**C). Media Center**

Little Rock Prep plans to establish classroom libraries for the enrichment of its students. The school will also ensure that its students are members of the Central Arkansas Library System until such time as the school can develop a library and media center of its own.

**D). Transportation**

Little Rock Prep does not plan to provide transportation to and from school. However, if the school demonstrates a need to provide transportation for its students, the Board of Trustees will make an annual decision regarding transportation.

**E). Special Education**

The appropriate education of special education students in the least restrictive environment at Little Rock Prep is an essential priority. Little Rock Prep will fully comply with all district, state, and federal guidelines for the effective delivery of services to all special education students. Little Rock Prep will comply with the Individuals with Disabilities Education Act (IDEA) regulations, section 504 of the Rehabilitation Act of 1973, and Title 11 of the Americans with Disabilities Act. Little Rock Prep will hire a Director of Learner Support, properly licensed through the Arkansas Department of Education. This individual will be evaluated annually and supervised regularly through observation and support by the Head of School, analysis of student performance data, and parent feedback. The school will ensure that this individual maintains current licensure from the state; works closely, as appropriate, with district staff to ensure compliance with Special Education Law, and most importantly, ensures the needs of Special Education students at Little Rock Prep are well met.

As necessary, the staff of Little Rock Prep will adhere to the following general process:

- After students enroll in the school, staff will communicate with families of enrolled students to identify students already receiving Special Education services and secure existing IEPs.
- Staff will provide appropriate education in the least restrictive environment for these students in accordance with the existing IEPs.
- When students without pre-existing IEPs are not progressing academically, the administration will collaborate with teachers and identify students where classroom teachers or the Director of Learner Support believes a disability may exist and begin a pre-referral process.
- The pre-referral process will be engaged immediately and will consist of classroom strategies designed to facilitate learning for these students.
- If the pre-referral process is not successful, the school will recommend an evaluation, and with parental consent will conduct an evaluation with an appropriately licensed professional.
- If testing indicates evidence of a disability and the student is identified as eligible for special education services, an IEP will be developed by an IEP team, including but not limited to the Director of Learner Support, a regular education teacher, parents of the student, the student if age appropriate (older than 14 years of age), and a representative of the district.
- All IEPs will be evaluated and revised as needed at least annually, by the IEP team described above.
- All assessments and evaluations will be repeated at least every three (3) years.
- Little Rock Prep intends to provide an inclusion program for all students. However, in every case where the needs of the student and the IEP require a different program, Little Rock Prep will meet those needs with existing or contracted staff, and as appropriate, will arrange for services to be provided by the Little Rock School District.

**F). Alternative Education**

Little Rock Preparatory Academy plans to offer an alternative education plan for eligible students who are bilingual or have limited English proficiency. We will adopt a program of structured English immersion for all students. The purpose for this program is to achieve English proficiency as quickly as possible, while holding the utmost respect for the language and culture of every student.

We will contract with outside experts to provide teacher professional development for our bilingual or LEP students as appropriate. To whatever extent necessary, LEP students will be eligible for pull-outs for English support and native language instruction during reading and writing instruction.

**G). Gifted and Talented Program**

Little Rock Prep's rigorous, achievement-oriented culture, along with its core programmatic elements, such as Flexible Ability Groupings, will allow the school to reach its students who are deemed Gifted and Talented. Therefore, Little Rock Prep will not offer a formal Gifted and Talented Program.

***18. Describe the manner in which the school will make provisions for food services. Please note that under federal guidelines students with disabilities shall be provided specific services and all aspects of IDEA apply. The public charter school cannot waive the responsibility of providing services for students with disabilities.***

Little Rock Prep intends to participate in the USDA's Child Nutrition Program as administered through the Child Nutrition Unit of the Arkansas Department of Education for all students found eligible. We also intend to make available meals for other students at a reasonable cost through contracting with an appropriately licensed food service provider.

***19. Describe how the parents or guardians of the enrolled students will be involved with the school and its educational programs.***

Little Rock Prep is deeply accountable to the students it serves, and to those parents who make the ultimate act of faith to bring their children to our doors and trust our school to deliver an outstanding education and to fulfill our school mission. Close communication with our parents is essential. Together, we enter into a three-way partnership between parents, students, and our school to ensure a successful academic future for each child.

To ensure the voice of these parents is well heard, Little Rock Prep will create a Parent Council of at least five (5) members, with a chair and vice-chair elected or chosen for one-year terms. The chair of the parent council will meet regularly with the Head of School. Parents will be elected to the Parent Council by a vote of parents of students currently enrolled in the school. The Parent Council will support the mission by:

- Coordinating parent volunteer efforts to support student recruitment, enrichment classes, and community gatherings
- Gathering and reporting data about parent satisfaction
- Reporting twice annually to the Board of Trustees regarding their findings
- Planning parent events that support the academic mission of the school, such as high school achievement nights, student academic performance nights, and parenting seminars to support academic achievement
- Meeting regularly to support its efforts

In addition to this council, the school administration will establish frequent, formal communication with parents to support the school mission. Families will be welcomed to the school through an orientation that will review school policies in detail, celebrate student learning, and include the signing of parent-student-school contracts. Parents will attend the school three times annually for conferences, at which time the 6-week assessment results will be reviewed in detail. Progress reports will be sent home at regular intervals between these conferences, requiring parent signature upon return. Teachers will call parents of their homeroom students on a regular basis, reporting both positive academic results and behaviors and clear



feedback when expectations are not met. A school newsletter, issued every month, will communicate the effectiveness of the program and the excitement of the school to members of the community.

**20. List the provisions of Title 6 of the Arkansas Code Annotated (Education Code) and the State Board of Education rules, including sections of the Standards for Rules as allowed, established by the State Board that the open-enrollment public charter school seeks to be exempted from in order to meet the goals of the school. Identify the specific State Board rules requested to be waived by title and section number if applicable. Provide a brief description of the need for each waiver requested.**

Little Rock Preparatory Academy requests the following waivers from the Arkansas Education Code and the State Board of Education Rules. The majority of the waivers requested are done so to give the school more autonomy to implement the unique aspects of Little Rock Preparatory Academy.

#### **State Statute Waivers Requested**

1. **6-10-106. Uniform dates for beginning and end of school year.**  
Our school design requires us to begin school earlier than the local school district and end later than the local school district.
2. **6-15-1004: Qualified teachers in every public school classroom.**  
The school requests the right to employ teachers it believes will be the most successful in the school's unique educational design regardless of certification status.
3. **6-16-124: Arkansas history-required social studies class.**  
The school's social studies curriculum will include the state requirements for Arkansas history, as an interwoven element of the school's developed social studies curriculum.
4. **6-17-11: Duty free lunch period.**  
We require that our teachers are present during lunch period, as needed, in an effort to build rapport with students and assist with supervision.
5. **6-17-203: Personnel Policy Committee for each school district.**  
Our school staff will not be large enough to meet to the composition for this committee.
6. **6-17-302: Public School Principals.**  
The school wishes to employ school leaders trained through the Building Excellent Schools Fellowship Program, regardless of certifications, or school leaders who have the minimum required professional qualifications as outlined by the school's charter.
7. **6-17-401: Teacher license requirement.**  
The school wishes to not to be required to hire only licensed teachers.
8. **6-17-418: Teacher certification-Arkansas history requirement.**  
The school requests to have maximum flexibility in employing the best teachers available.
9. **6-17-902: Teacher Definition.**  
We request that we have flexibility in all hiring practices, including not requiring our teachers to be certified.
10. **6-17-919: Warrants void without certification.**  
We seek to hire teachers who are highly qualified, but not necessarily certified.

#### **State Board Rules and Regulations Waivers Requested**

1. **Administrator Licensure:** The school requests the flexibility to employed highly qualified administrators that do not have state licensure.

2. **Teacher Licensure:** The school requests the flexibility to employ highly qualified teachers who do not hold state licensure in their subject area.
3. **Gifted and Talented Program Approval Standards:** The school will not offer a separate Gifted and Talented program. The school will offer the necessary academic supports for all of its students.
4. **Certified Staff Salary Schedules:** The school will utilize salary schedules that exceed all state schedules for similar positions.
5. **Expenditure Requirements by Arkansas School Districts:** The school will apply its own categories and formulae for expenditures.

#### **Standards of Accreditation Waivers Requested**

1. **Standard IV. Curriculum. 9.03.3.4: Social Studies (Arkansas history)**  
Arkansas history will be interwoven into our developed curriculum and students will be introduced to Arkansas history within each grade level.
2. **Standards IV: Curriculum-9.03.3.11: A unit of Arkansas history shall be taught as a social studies subject at each elementary grade level in every public elementary school in this state with greater emphasis at the fourth (4<sup>th</sup>) and fifth (5<sup>th</sup>) grade levels, and at least one (1) full semester of Arkansas history shall be taught to all students at the 7<sup>th</sup>, 8<sup>th</sup>, 9<sup>th</sup>, 10<sup>th</sup>, 11<sup>th</sup>, or 12<sup>th</sup> grade level in every public secondary school in this state.**  
Arkansas history will be interwoven into our developed curriculum and students will be introduced to Arkansas history within each grade level.
3. **Standard V: Instruction-10.03 Instructional Materials: School districts shall adopt instructional materials which provide complete coverage of a subject as described in that subject's curriculum frameworks and which fit the achievement levels of the students assigned to each teacher.**  
Instructional materials will be used to supplement our standards-driven curriculum and will not be used as the primary instructional resource for any subject area.
4. **Standard X: 15.01-School District Superintendent: Each school district shall employ a full-time superintendent when enrollment exceeds three hundred (300). A full-time superintendent may, at the discretion of the local school district, teach no more than two (2) classes per day.**  
The school requests to not hire a superintendent when enrollment exceeds 300.
5. **Standard X: 15.02-Principals: Each school shall employ at least a half-time principal. A full-time principal shall be employed when a school's enrollment reaches three hundred (300). A school district superintendent may be permitted to serve as a half-time principal when district enrollment is less than 300 providing the superintendent is appropriately certified and is not already teaching classes. Schools with an enrollment exceeding five hundred (500) shall employ at least one full-time principal and a half-time assistant principal, instructional supervisor, or curriculum specialist.**  
The school will have a Head of School or Dean of Students and Families who will fulfill similar responsibilities.
6. **Standard X: 15.03.1-Licensure and Renewal: All administrative, teaching, and other personnel shall hold a current, valid Arkansas license as required by law.**  
We request to not be restricted in our hiring practices but have maximum flexibility in employing and retaining the highest quality staff available.
7. **Standard X: 15.03.2-Licensure and Renewal: All administrative, teaching, and other personnel shall meet appropriate State licensure and renewal requirements for the position for which they are assigned.**

We request to not be restricted in our hiring practices but have maximum flexibility in employing and retaining the highest quality staff available.

8. **Standard XI: 16.01.3-Guidance and Counseling:** Each school shall assign appropriate certified counselor staff with the district being required to maintain an overall ratio of one (1) to four hundred fifty (450).

The school intends to provide the necessary counseling services regardless of staffing ratios.

9. **Standard XI: 16.02.3:** The role of the library media center shall support technology as a tool for learning. Each school with fewer than three hundred (300) students enrolled shall employ at least a half-time, licensed library media specialist. A school with three hundred (300) or more students enrolled shall employ a full-time licensed library media specialist. Schools enrolling fifteen hundred (1,500) or more students shall employ two full-time, licensed library media specialists. The library media specialist(s) shall ensure that access to records and resource databases shall be available to students. The media specialist(s) shall assist students in the development and use of research skills.

The school will develop classroom libraries for its students and utilize the local public libraries.

10. **Standard XI: 16.02.4:** The school media collection shall consist of a balance of print, nonprint, and electronic media adequate in quality and quantity to meet the needs of the developmentally appropriate curricular program. The minimum book collection, exclusive of textbooks, shall be three thousand (3,000) volumes, or at least eight (8) books per student enrolled, whichever figure is larger. A minimum technology requirement will be one (1) computer per media center with multimedia/networking capacity for administrative purposes only.

The school is too small to develop such a large media collection; however our students will have access to classroom libraries that support the school's curriculum and are age appropriate.

11. **Standard XI: 16.03.1:** Each school district shall have a health services program under the direction of a licensed nurse. The program shall include screening, referral, and follow-up procedures for all students.

The school requests to have flexibility in its hiring of a licensed school nurse.

12. **Standard XIII: 18.02:** Each school district shall provide educational opportunities for students identified as gifted and talented appropriate to their ability.

The school will not offer a separate gifted and talented program, but will offer a challenging curriculum for all of its students.

21. *Describe the potential impact of the proposed open-enrollment public charter school on the efforts of affected public school district(s) to comply with court orders and statutory obligations to create and maintain a unitary system of desegregated public schools.*

Little Rock Preparatory Academy is currently planning to pull students from the following school districts: Little Rock, Pulaski County Special, and North Little Rock. Out of the total number of fourth grade students who attend school in those districts, Little Rock Preparatory Academy anticipates having a student population of over 75% African American. Therefore, Little Rock Prep will not impact the public school district's efforts to comply with court orders and statutory obligations to create and maintain a unitary system of desegregated public schools.

**Little Rock Preparatory Academy  
Open Enrollment Charter Application  
Attachments**

**Applicant's Attachments Supporting Narrative Responses**

**Attachment A-Public Meeting Announcement (1 page)**

**Attachment B-Arkansas Democrat Gazette Invoice (1 page)**

**Attachment C-Letter to Superintendent Announcing Public Meeting (1 page)**

**Attachment D-Little Preparatory Academy Bylaws (5 pages)**

**Attachment E-Building Excellent Schools Descriptor (1 page)**

**Attachment F-Five Year Budget Projection (3 pages)**

**Attachment G-The Hathaway Group Facilities Letter with Permissible Uses Statement (3 pages)**

**Attachment H-Self-Help Letter of Support (1 page)**

**Attachment I-Exhibit A: Addendum to Lease Agreement between Liberty Hill Baptist Church and Little Rock Preparatory Academy (4 pages)**

**Total: 20 pages**

**Charter Application Required Attachments**

**Attachment 1: Annual Calendar**

**Attachment 2: Daily Schedule**

**Attachment 3: Facility Utilization Agreement**

**Attachment 4: Budget Template**

**Attachment 5: Salary Schedule**

**Attachment 6: Status as Eligible Entity**

**Attachment 7: Evidence of Parental and Community Support**

**Attachment 8: Signed Statement of Assurances**

**Attachment 9: Lease Agreement**

Arkansas Democrat  Gazette

2B • FRIDAY, AUGUST 1, 2008 •

Advertisement

### Public Meeting for a Proposed Charter School

The Founding Board for Little Rock Preparatory Academy, a proposed open-enrollment public charter school designed to close the achievement gap for some of Little Rock's most disadvantaged students, is holding a public meeting on Friday, August 8, 2008 at 6:00pm at St. John Missionary Baptist Church-Fellowship Hall, located at 2501 Main Street, Little Rock. The meeting will discuss the proposed school and assess support for its establishment. Little Rock Preparatory Academy is a proposed charter middle school for students in grades 5-8 to be located in central Little Rock, and anticipates opening in August 2009 with 100 5th grade students, growing to serve a maximum enrollment of 400 students in grades 5-8. Little Rock Preparatory Academy will be centrally located in the urban community of Little Rock and holds a college preparatory mission for every student.

Ms. Latoya Goree, Building Excellent Schools Fellow and lead founder of the proposed public charter school, along with Dr. Angela Webster Smith of the University of Central Arkansas and member of the Founding Board, will make a presentation about the proposed school. The public is invited, especially those parents of current 3rd and 4th grade students who would be eligible for the school's first year enrollment.

For more information, please view our website at [www.littlerockprep.org](http://www.littlerockprep.org) or call Latoya Goree at 501-231-0485.

**Attachment B**  
**Arkansas Democrat Gazette Invoice**

<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> <b>1</b> ARKANSAS DEMOCRAT-GAZETTE, INC PO BOX 2221 LITTLE ROCK, AR 72203 (501) 399-3660             </div> <div style="border: 1px solid black; padding: 5px;"> <b>2</b> COLLEGIATE CHOICES, INC 4710 SAM PECK RD #1022 LITTLE ROCK AR 72223             </div>		<b>ADVERTISING INVOICE / STATEMENT</b>			
		<b>4</b> BILLING DATE	<b>6</b> TERMS OF PAYMENT	<b>3</b> INVOICE NUMBER	<b>PAGE</b>
		07/31/08	08/15/08	441989	1
		<b>9</b> ADVERTISER / CLIENT NAME			
		<b>7</b> BILLED ACCOUNT NUMBER	<b>8</b> ADV. / CLIENT NUMBER		
		1611300			
		<b>5</b> BILLING PERIOD			
		07/01/08 07/31/08			
		ADVERTISING DEPARTMENT			
		RETAIL DISPLAY			

<b>10</b> DATE	<b>12</b> DESCRIPTION	<b>13</b> CLASS / TYPE	<b>15</b> DIMENSIONS	<b>16</b> TIMES	<b>17</b> BILLED UNITS	<b>18</b> RATE	<b>19</b> AMOUNT
06/30/08	BALANCE FORWARD						0.00
07/25/08	Payment on Account						1,462.08CR
PUBLICATION: DEMOCRAT-GAZETTE - RETAIL ADV.							
07/18/08	MSA	2x4.00	1	8.00in	60.920		487.36
07/25/08	MSA	2x4.00	1	8.00in	60.920		487.36
Publication Totals:							\$974.72

<b>24</b> AGING				<b>21</b> AMOUNT
JUNE	MAY	APRIL	OVER 3 MONTHS	
0.00	0.00	0.00	0.00	487.36CR
				487.36CR

THANKS FOR ADVERTISING IN THE ARKANSAS DEMOCRAT-GAZETTE!

<div style="border: 1px solid black; padding: 5px;"> <b>28</b> P.O. Box 2221 BUSINESS OFFICE - RETAIL DISPLAY LITTLE ROCK, AR 72203             </div>		<div style="border: 1px solid black; padding: 5px;"> <b>27</b> BILLED ACCOUNT NAME  COLLEGIATE CHOICES, INC             </div>
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<b>26</b> BILLED ACCOUNT NO.	<b>4</b> BILLING DATE	<b>3</b> INVOICE NO.	<b>25</b> TOTAL AMOUNT DUE
1611300	07/31/08	441989	487.36CR

**TO INSURE PROPER CREDIT, PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT.**

July 21, 2008

Dear Dr. Watson:

In accordance with the Arkansas State Board of Education Public Charter School application requirements, this letter serves to announce a public meeting for the purpose of assessing support for the establishment of Little Rock Preparatory Academy, a proposed open-enrollment charter school for students in grades 5-8. The public meeting will be held on August 8, 2008, 6:00pm, at St. John Missionary Baptist Church-Fellowship Hall, located at 2501 Main Street in Little Rock, AR.

Little Rock Preparatory Academy is a proposed open-enrollment charter school that anticipates opening August 2009 with 100 5th grade students and growing to serve students a maximum enrollment of 400 students in grades 5-8. Little Rock Preparatory Academy will be centrally located in the urban community of Little Rock, is designed to close the achievement gap for some of Little Rock's most disadvantaged students, and holds a college preparatory mission for every student.

Sincerely,

The Founding Board for Little Rock Preparatory Academy, a proposed charter school for Little Rock, AR

Latoya Goree, Lead Founder



Sherman Banks, Founding Board Member  
Rafael Bravo, Founding Board Member

Darrell Brown, Founding Board Member

Amber Harbin, Founding Board Member

Sara Himelfarb, Founding Board Member

Angela Webster Smith, Founding Board Member

Shelby Smith, Founding Board Member

Charles Stewart, Founding Board Member

**Proposed Bylaws  
Of  
Little Rock Preparatory Academy**

**ARTICLE I**

*Name, Location, Mission and Objectives*

Section 1: The name of the organization will be Little Rock Preparatory Academy ("the Corporation").

Section 2: The Corporation may have an office or offices at such places as the Board of Directors may from time to time designate.

Section 3: The purpose for the Corporation is to prepare students in grades five through eight for educational success from middle school through college, through a demanding education based on high standards, structure, and accountability.

Little Rock Preparatory Academy admits students of any race, color, national origin and ethnic origin to all rights, privileges, programs, and activities generally accorded or made available to students at the school. It does not discriminate on the basis of race, color, national origin and ethnic origin in administration of its educational policies, admissions policies, and athletic and other school-administered programs.

Section 4: If, for any reason, the organization should dissolve, upon dissolution of the organization assets shall be distributed for one or more exempt purposes within the meaning of section 501 (c) (3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose.

**ARTICLE II**

*Members*

The Corporation does not have members. While persons who associate or attend programs of, participate in, contribute to, or benefit from Little Rock Prep may be referred to as "member," no rights, voting or otherwise, will inure to such person.

**ARTICLE III**

*Board of Trustees*

Section 1: The Board of Trustees ("the Board") shall consist of at least seven Trustees and no more than thirteen Trustees. All Trustees shall have identical rights and responsibilities. The Head of School will be an advisory, non-voting member of the Board (*ex officio*).

Section 2: Board members shall be sought who reflect the qualities, qualifications and diversity determined by the Board delineated in the Job Description of the Board of Trustees.

Section 3: The Corporation nominating committee, known as the Governance Committee, shall present a slate of potential Trustees and officers for election by the Board of Trustees. This slate shall be presented at the annual meeting of the Board.



**Attachment D**  
**Bylaws**

**Section 4:** Trustees shall serve a term of three (3) years from the date of their appointments, or until their successors are seated. A full three-year term shall be considered to have been served upon the passage of three (3) annual meetings. After election, the term of a Trustee may not be reduced, except for cause as specified in these bylaws. No Trustee shall serve more than two (2) consecutive, three-year terms. Trustees shall serve staggered terms to balance continuity with new perspective.

**Section 5:** The initial Board of Trustees will serve staggered terms. The initial Board shall consist of at least two Trustees who will serve a one-year term (ending in Spring 2010), at least two Trustees who will serve a two-year term (ending in Spring 2011), and at least two Trustees will serve a three-year term (ending in Spring 2012).

**Section 6:** Any vacancy occurring in the Board of Trustees and any position to be filled by reason of an increase in the number of Trustees may be filled, upon recommendation of a qualified candidate by the Governance Committee, by two-thirds (2/3) vote of the seated Trustees. A Trustee elected to fill the vacancy shall be elected for the unexpired term of his/her predecessor in office.

**Section 7:** A Trustee may resign at any time by filing a written resignation with the Chair of the Board.

**Section 8:** The Board may remove any Officer or Trustee by two-thirds (2/3) vote of the entire Board of Trustees at any regular or special meeting of the Board, provided that a statement of the reason or reasons shall have been mailed by Registered Mail to the Officer or

Trustee proposed for removal at least thirty (30) days before any final action is taken by the Board. This statement shall be accompanied by a notice of the time when, and the place where, the Board is to take action on the removal. The Officer or Trustee shall be given an opportunity to be heard and the matter considered by the Board at the time and place mentioned in the notice.

**Section 9:** Members of the Board of Trustees:

- (a) Shall receive no payment of honoraria, accepting reimbursement for expenses incurred in performance of voluntary Little Rock Prep activities in accordance with Little Rock Preparatory Academy or the charter school's policies.
- (b) Shall serve the Corporation with the highest degree of undivided duty, loyalty, and care and shall undertake no enterprise to profit personally from their position with the Corporation or the charter school.
- (c) All participants in Board work are bound by the Code of Conduct, Conflict of Interest and Confidentiality policy statements.
- (d) Shall have no direct or indirect financial interest in the assets or leases of the Corporation; any Trustee who individually or as part of a business or professional firm is involved in the business transactions or current professional services of the charter school shall disclose this relationship and shall not participate in any vote taken with respect to such transactions or services.

**ARTICLE IV**

*Officers*

Section 1: There shall be four (4) elective Officers of the Board: a Chair, a Vice Chair, a Secretary, and a Treasurer.

Section 2: The Governance Committee shall present a slate of Officers to the Board of Trustees. The nominated Officers shall be drawn from among the members of the Board of Trustees. The election of Officers shall be held at the annual meeting of the Board.

Section 3: The newly elected Officers shall take office on July 1 following the close of the meeting at which they are elected and the term of office shall be one year, or until respective successors assume office. A Trustee may serve more than one (1) term in the same office, but not more than three consecutive terms in the same office.

Section 4: In the event that the office of the Chair becomes vacant, the Vice-Chair shall become Chair for the unexpired portion of the term. In the event that the office of Vice-Chair or Secretary-Treasurer becomes vacant, the Chair shall appoint interim Officers to fill such vacant offices until a scheduled meeting of the Board can be held.

**ARTICLE V**  
*Meetings*

Section 1: The annual meeting of the Board of Trustees shall occur in the last quarter of the fiscal year. There shall be at least 10 other regular meetings of the Board held each year. Notice shall be given to each Trustee thirty (30) days prior to the date of every regular meeting of the Board.

Section 2: Special meetings of the Board of Trustees may be called by the Chair or by a majority of the Board filing a written request for such a meeting with the Chair and stating the object, date, and hour therefore, due notice having been given each Trustee five (5) calendar days prior to the meeting.

Section 3: One-half of the Trustees then in office shall constitute a quorum for the transaction of business at any regular or special meeting of the Board of Trustees, except where otherwise required by these Bylaws.

Section 4: The Board shall select its own meeting format in any method allowed by the laws of the state of Arkansas. Any such meeting, whether regular or special, complying with Sections 1 or 2 of Article IV shall constitute a meeting of the Board of Trustees and shall subscribe to the policies, procedures, and rules adopted by the Board.

Section 5: Notice of all regular and special meetings of the Board, an agenda of all items to be discussed at such meetings, and agenda support materials shall be circulated to all Trustees prior to the meeting. Any Trustee may waive notice of any meeting. The attendance of a Trustee at any meeting also shall constitute a waiver of notice of such meeting, except where a Trustee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6: An absentee Board member may not designate an alternate to represent him or her at a Board meeting. A member of the board may be deemed to be present for purposes of achieving a quorum and may cast a vote if he/she grants a signed, written proxy to another board member who is present at the meeting. The proxy must direct a vote to be cast with respect to a particular proposal that is described with reasonable specificity in the proxy. No other proxies are allowed.

**ARTICLE VI**  
***Committees and Task Forces***

Section 1: A Board resolution shall appoint committees or task forces of the Board, except the Governance Committee. Committees may be composed of Trustees or community members, or both. The Board may prescribe the need and/or the composition of such committees.

Section 2: There shall be a standing nominating committee, known as the Governance Committee. This committee shall be composed of at least three (3) persons recommended by the Chair and elected by the Board of Trustees at its annual meeting. Each committee member shall serve a term of two (2) years, and these terms shall be staggered to ensure continuity of committee membership. The committee shall elect its own chair.

Section 3: The duties of the Governance Committee shall be:

- (a) to study the qualifications of candidates and present a slate of the best qualified as nominees for the vacant Trustee positions on the Board;
- (b) to present a slate of nominees for Officers to the Board for election at the annual meeting;
- (c) to recommend candidates to the Board to fill vacancies that arise outside the regular nominating process;
- (d) to provide ongoing orientation to Trustees;
- (e) to oversee a Trustee assessment process to ensure optimum performance; and
- (f) to recommend the appointment of a past Chair to the Board, if necessary, in the interests of continuity.

**ARTICLE VII**  
***Fiscal Year***

The fiscal year of the Corporation shall begin on July 1 of each calendar year and terminate on June 30 of the same year.

**ARTICLE VIII**  
***Rules of Order***

In case of conflict or challenge, the rules of order in the current edition of Robert's Rules of Order shall govern the conduct of all meetings of the organization.

**ARTICLE IX**

***Amendments***

These Bylaws may be amended at a regular meeting by a two-thirds vote of all Trustees then in office; provided that notice of the proposed amendment, together with a copy thereof, is mailed to each Trustee at least fifteen (15) days prior to the meeting at which the amendment is to be considered.

## **Building Excellent Schools**

### **Who Is Building Excellent Schools?**

Building Excellent Schools is an established national non-profit organization based in Boston, MA committed to improving the academic achievement of students in the nation's urban centers. Our core program is the Building Excellent Schools Fellowship, a 12-month, full-time, comprehensive training program that prepares dedicated, hard-working, and talented individuals to design and open academically excellent urban charter schools. To date, 30 Building Excellent Schools Fellows have founded schools that have opened or will open by the Fall of 2008.

In its quest to build and perpetuate educational excellence, Building Excellent Schools holds the core belief that **academic performance drives every element of a school, including design, leadership, culture, decisions, and governance**. Building Excellent Schools further believes that the only legitimate measure for a school's performance is the **academic achievement of its students**.

### **What Does the Fellowship Entail?**

The Fellowship is a year long full time commitment for which Fellows are paid a stipend of \$80,000. Included in that year of intensive training is:

- 90+ Training days at Building Excellent Schools' central offices in Boston led by expert Building Excellent Schools' staff, and nationally recognized experts in charter school design and operation.
- Visits to 20-25 of the highest performing urban charter schools in the Northeast and beyond.
- Extended residency in high-performing urban charter school.
- Ongoing coaching and support around board and charter application development.

### **Who Is the Typical Fellow?**

Building Excellent Schools Fellows share common beliefs far more than they share common experiences. Our Fellows represent a vast range of professional experience including education, business, law, and public administration. Classroom experience is not a pre-requisite for participation in the program. Ultimately, Building Excellent Schools is looking for **high-capacity individuals that are deeply committed to fundamentally changing urban education**. An exemplary Fellow is:

- A relentless achiever—they get the job done no matter what.
- Demanding of oneself and others—good is not good enough, only great will suffice.
- Willing to learn—accepts that only with careful study, guidance, and preparation can a great school be built.
- Highly flexible—can adapt to new knowledge, skills, and situations with ease.
- Mature and professional—can successfully operate in multiple professional environments, including business and government.

### **How Is Building Excellent Schools Different From Other Charter Start-up Organizations?**

Building Excellent Schools occupies a unique position in the tremendous market for high-performing charter school start up. Building Excellent Schools is different because it trains leaders to design a **locally controlled, community-based school flexibly organized around general principles**, as opposed to opening a remotely controlled school that replicates a particular model.

Little Rock Preparatory Academy										NOTES
	1	2	3	4	5					
Revenue Increase per Year	3.5%	3.5%	3.5%	3.5%	3.5%					
Number of students	108	206	314	402	402					Replace students in grades 5 and 6 and assume 10% attrition in grades 7 and 8 with no student replacement
Student/teacher ratio	18:01	16:01	17:01	16:01	16:01					
Number of FTEs	1.33	10	20	32	32					Assuming HOS, DOS, BM, DOLS, and 6 Teachers
Full Time Employees	1	10	20	32	32					
Part Time Employees	2	1								1 part-time teacher
Number of Administrators	1	4	6	8	8					Head of School, Dean of Students, Business Mgr, Dir. Of Learner Support
Number of Clerical		1	2	2	3					
Number of teachers	6.5	13	19	25	25					YR 1: 2 ELA, 2 Math, 1 Science, 1 Social Studies
Facility square footage	8100	15450	23550	30150	30150					Assume 75 square feet per student
Average teacher salary	\$ 35,000	\$ 36,225	\$ 37,493	\$ 38,805	\$ 40,163					Average Teacher Salary is \$35,000 with 3.5% annual increase
Per Pupil Revenue	\$ 5,789	\$ 5,992	\$ 6,201	\$ 6,418	\$ 6,643					Assumes \$5,789 per pupil as identified in the AR OE Charter School Application with 3.5% annual increase.
Per Pupil Revenue	\$ 625,212	\$ 1,234,273	\$ 1,947,215	\$ 2,580,184	\$ 2,670,490					Assumes \$5,789 per pupil as identified in the AR OE Charter School Application with 3.5% annual increase.
NSLA-Meals	76,156	157,643	236,464	315,285	315,285					Assume 85% free and reduced lunch, breakfast, and snack program (80% Free at \$4.78 and 25% Reduced Lunch at \$3.74 and 15% Paid at \$0.55) plus 3.5% annual increase
Title I	39,744	78,461	119,596	153,114	153,114					Assume \$368 per student plus 3.5% annual increase
Title II										
NSLA-Supplemental Funding (Professional Development)		\$ 5,400	\$ 10,661	\$ 16,250	\$ 20,804					Based on prior year's ADM, assume \$50 per student plus 3.5% annual increase
Federal Implementation Grant	\$ 150,000	\$ 150,000								Assume \$150k year 1 and 2; assume \$140k year 3 plus \$10k state planning grant
Walton Family Foundation Grant	\$ 130,000	\$ 100,000								Assume 130K startup grant and 100K implementation grant
Individual Contributions	\$ 280,000	\$ 991,112	\$ 1,615,776	\$ 2,313,936	\$ 3,064,832	\$ 3,159,893				

Salaries									
Head of School	\$ 46,667	\$ 70,000	\$ 72,450	\$ 74,986	\$ 77,610	\$ 80,327	Assume \$70k starting salary with 3.5% annual increase		
Director of Curriculum and Instruction	\$ 22,500	\$ 45,000	\$ 46,575	\$ 48,205	\$ 49,892	\$ 51,639	Assume \$45K starting salary with 3.5% annual increase		
Business Manager	\$ 11,250	\$ 45,000	\$ 46,575	\$ 48,205	\$ 49,892	\$ 51,639	Assume \$45K starting salary with 3.5% annual increase		
Director of Learner Support		\$ 45,000	\$ 46,575	\$ 48,205	\$ 49,892	\$ 51,639	Assume \$45K starting salary with 3.5% annual increase		
Teachers		\$ 227,500	\$ 470,925	\$ 712,365	\$ 970,128	\$ 1,004,083	Assume \$35K starting salary with 3.5% annual increase		
Dean of Students and Families			\$ 45,000	\$ 46,575	\$ 48,205	\$ 49,892	Assume \$45K starting salary with 3.5% annual increase		
Director of Development			\$ 50,000	\$ 51,750	\$ 53,561	\$ 55,436	Assume \$50K starting salary with 3.5% annual increase		
Office Assistant			\$ 25,000	\$ 25,875	\$ 26,781	\$ 27,718	Assume \$25K starting salary with 3.5% annual increase		
High School Placement Director						\$ 45,000	Assume hire in year 5 at \$45000 starting salary		
	\$ 80,417	\$ 432,500	\$ 803,100	\$ 1,056,166	\$ 1,325,962	\$ 1,417,371			
Benefits									
Retirement		\$ 60,550	\$ 112,434	\$ 147,863	\$ 185,635	\$ 198,432	Assume 14% of total salaries		
Health		\$ 28,800	\$ 59,616	\$ 77,501	\$ 95,366	\$ 95,366	Assume \$ 240 /month per FTE plus 3.5% annual increase		
FICA		\$ 33,086	\$ 61,437	\$ 80,797	\$ 101,436	\$ 108,429	Assume 7.65% of total salaries, includes 2007 medicare and social security tax rates		
Other		\$ 3,983	\$ 7,548	\$ 9,812	\$ 12,077	\$ 12,077	Assume 3.7% of first \$10,200 per salary, includes FUTA		
	\$ 80,417	\$ 538,899	\$ 1,044,135	\$ 1,372,139	\$ 1,720,486	\$ 1,831,894			
Instruction									
Instructional Supplements	\$ 21,600		\$ 21,321	\$ 32,499	\$ 41,607	\$ 41,607			
Classroom paper and supplies	\$ 5,400		\$ 10,661	\$ 16,250	\$ 20,804	\$ 20,804	Assume costs for Y1 expended during planning year. Assume \$200 per new student with 3.5% annual increase per year beginning in Year 2.		
Computers	\$ 18,500						Assume \$600 per 30 computers and \$500 per 1 printer		
Software	\$ 1,000	\$ 1,035	\$ 1,071	\$ 1,109	\$ 1,148	\$ 1,188	Assume \$1000 plus 3.5% annual increase		
Field Trips		\$ 8,100	\$ 15,981	\$ 24,374	\$ 31,205	\$ 31,205	Assume \$75 per student plus 3.5% annual increase		
Instructional Equipment	\$ 5,200	\$ 10,600	\$ 15,800	\$ 21,000	\$ 21,000		Assume \$1000 per classroom + \$200 per Full Time teacher		
Classroom Libraries	\$ 4,000	\$ 4,140	\$ 4,285	\$ 4,435	\$ 4,590		Assume \$1000 per new classroom plus 3.5% annual increase		
Student assessment		\$ 3,240	\$ 6,396	\$ 9,750	\$ 12,482	\$ 12,482	Assume \$ 30 per student plus 3.5% annual increase		
Classroom Furniture	\$ 10,800	\$ 21,321	\$ 32,499	\$ 41,607	\$ 41,607		Assume \$100 per new student plus 3.5% annual increase		
Enrichment(PE, Music, Art)		\$ 2,000	\$ 2,070	\$ 2,142	\$ 2,217	\$ 2,295	Assume \$2000 per year plus 3.5% annual increase		
	\$ 66,500	\$ 50,436	\$ 110,094	\$ 153,165	\$ 176,660	\$ 109,581			
SERVICES & SUPPLIES									
Student Uniforms	\$ 2,700	\$ 2,795	\$ 2,892	\$ 2,994	\$ 3,098	\$ 3,207	Assume \$25 per newly enrolled student plus 3.5% annual increase		
Office Supplies	\$ 900	\$ 3,105	\$ 3,214	\$ 1,863	\$ 1,928		Assume \$300 per new staff plus 3.5% annual increase		
Office Furniture	\$ 14,000	\$ 14,490	\$ 8,694	\$ 8,998	\$ 9,313		Assume \$400 per new staff + \$1000 per new computer plus 3.5% annual increase		
Printing and Copy Services	\$ 18,000		\$ 18,630	\$ 19,282	\$ 19,957	\$ 20,655	Assume \$8000 annual lease cost per copier x 2 copiers + \$2000 paper cost per year plus 3.5% annual increase		
Postage and shipping	\$ 1,620	\$ 1,677	\$ 3,198	\$ 4,875	\$ 6,241	\$ 6,241	Assume \$15 per student plus 3.5% annual increase		
Bookkeeping & Audit		\$ 10,000	\$ 10,350	\$ 10,712	\$ 11,087	\$ 11,475	Assume \$10,000 annual audit plus 3.5% annual increase		
Payroll Services		\$ 1,200	\$ 1,242	\$ 1,285	\$ 1,330	\$ 1,377	Assume \$100 per month plus 3.5% annual increase		
Legal Consultant		\$ 8,000	\$ 8,280	\$ 8,570	\$ 8,870	\$ 9,180	Assume \$8000 plus 3.5% annual increase		
Liability & property insurance		\$ 6,000	\$ 6,210	\$ 6,427	\$ 6,652	\$ 6,885	Assume \$6000 plus 3.5% annual increase		
Staff development	\$ 665	\$ 5,175	\$ 10,350	\$ 13,455	\$ 16,560	\$ 16,560	Assume \$500 per FTE plus 3.5% annual increase		

**Attachment F**  
**Five Year Budget Projection**

Special Ed. Services		\$ 8,100	\$ 15,991	\$ 24,374	\$ 31,205	\$ 31,205	Assume \$75 per student for contracted services, including OT, speech and language, etc. plus 3.5% annual increase
Board Development	\$ 1,000	\$ 1,035	\$ 1,071	\$ 1,109	\$ 1,148	\$ 1,188	Assume \$1000 with 3.5% annual increase
Staff recruitment	\$ 6,500	\$ 3,623	\$ 6,210	\$ 6,210	\$ 6,210		Assume \$1000 per new instructional staff plus 3.5% annual increase
Student recruitment	\$ 1,620	\$ 1,677	\$ 1,735	\$ 1,796	\$ 1,859	\$ 1,924	Assume \$15 per student plus 3.5% annual increase
Phone/Internet service	\$ 7,000	\$ 4,800	\$ 4,968	\$ 5,142	\$ 5,322	\$ 5,508	Assume \$7000 for startup plus \$400 per month for service plus 3.5% annual increase
Networking/Technology	\$8,000						Assume \$8,000 for startup
Food Service							
Health Supplies	\$ 324	\$ 81,216	\$ 160,334	\$ 244,392	\$ 312,885	\$ 323,836	Assume \$4 per day (188 days) per student plus 3.5% annual increase
Pest Control	\$ 1,000	\$ 2,000	\$ 2,070	\$ 2,142	\$ 2,217	\$ 2,295	Assume \$3 per student plus 3.5% annual increase
Janitorial Supplies	\$ 600	\$ 1,242	\$ 1,285	\$ 1,330	\$ 1,377	\$ 1,425	Assume \$2000 plus 3.5% annual increase
Waste disposal	\$ 900	\$ 1,863	\$ 1,928	\$ 1,996	\$ 2,066	\$ 2,138	Assume \$100 per month plus 3.5% annual increase
Janitorial Service		\$ 14,400	\$ 14,904	\$ 15,426	\$ 15,966	\$ 16,524	Assume \$150 per month plus 3.5% annual increase
BES Consulting Services	\$ 15,000	\$ 15,000	\$ 10,000				Assume \$1200 per month plus 3.5% annual increase
	\$ 79,829	\$ 188,036	\$ 294,532	\$ 383,628	\$ 468,539	\$ 462,916	
		15%	16%	17%	15%	15%	
Rent/lease/mortgage	\$ -						\$0 lease rate per month in Year 1 and Year 2 per attached lease agreement; Assume \$8 per square foot starting in Year 3 with 3.5% annual increase.
Maintenance/Repair/Renovations	\$ 20,000	\$ 40,000	\$ 40,000	\$ 188,400	\$ 249,642	\$ 258,379	Assume \$175,000 total repair costs
Utilities	\$ 10,800	\$ 22,356	\$ 23,138	\$ 23,948	\$ 24,786	\$ 25,654	Assume \$1800 per month plus 3.5% annual increase
	\$ 30,800	\$ 62,356	\$ 63,138	\$ 237,348	\$ 299,428	\$ 309,033	
		8%	4%	18%	16%	16%	
Total Contingency Budget		\$ 29,733	\$ 48,473	\$ 69,418	\$ 91,945	\$ 94,791	Assume 3% of total revenue
Total Expenditures	\$ 257,546	\$ 889,460	\$ 1,560,373	\$ 2,215,688	\$ 2,755,068	\$ 2,808,015	
Total Previous Year Carryover		\$ 22,454	\$ 101,651	\$ 55,404	\$ 98,237	\$ 309,764	
Surplus (Deficit)	\$ 22,454	\$ 101,651	\$ 55,404	\$ 98,237	\$ 309,764	\$ 351,678	
State Enhancement Funding		\$ 3,888	\$ 4,024	\$ 4,165	\$ 4,311	\$ 4,462	Assume \$36 per student plus 3.5% annual increase
Surplus (Deficit) Including State Enhancement Funding		\$ 105,539	\$ 59,428	\$ 102,402	\$ 314,075	\$ 356,139	





**COLDWELL BANKER COMMERCIAL  
HATHAWAY GROUP**

2100 RIVERDALE RD., SUITE 100

PO BOX 3730

LITTLE ROCK, AR 72203-3730

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[www.hathawaygroup.com](http://www.hathawaygroup.com)

August 26, 2008

Ms Latoya Goree  
Little Rock Preparatory Academy  
Lead Founder / Building Excellent Schools-Fellow  
4710 Sam Peck Road # 1022  
Little Rock, Arkansas 72223

**Re: Brokers Facility Assessment  
1215 South Schiller Street  
Little Rock, Arkansas**

Dear Latoya:

Regarding the above named property, 1215 South Schiller consists of approximately 15,000 square feet in a two story building constructed of steel and masonry.

There are fire exits on both sides of the building exiting to the outside. However, the actual "fire rating" of these designated means of egress will need to be verified with the Fire Marshall. The usable interior space is currently divided into a number of classrooms on each floor with a large amount of windows and natural light, as this building was originally designed as an "education building" for the Church's use. For that reason it fits very well with the basic requirements for use as a school. In addition, there are two bathrooms per floor. Based upon the overall amenities of this property I would identify it as appropriate for use as a school and believe it will work well for your use.

Regarding the current zoning status of the subject property, the building is zoned R-3 (Residential) with a "non-conforming" use as O-3 (Office). Use as a school will require a rezoning action by the Little Rock Planning Commission. This can be achieved through a public hearing scheduled for November 13, 2008. Due to the Church's resounding support and the fact that the building most recently housed the Church's Education Facility, I do not see the request for rezoning meeting much, if any, resistance. I have attached, for reference, a list of "Permitted Uses" for O-3 as described in the City of Little Rock Zoning Ordinance.

As you know, we looked at nine different properties before pursuing a lease at 1215 South Schiller. None of the other properties was as suitable, nor possessed the overall amenities we found at 1215 South Schiller. There really are no other options that I am aware of, in this targeted area, that meet the requirements necessary for a charter school property.

Please let me know if you have any questions, or would like to discuss this further.

Sincerely,

Todd Rice  
Coldwell Banker Commercial  
Hathaway Group

Cc: Arkansas State Board of Education

- c. Cemetery or mausoleum.
- d. Eating place without drive-in service.
- e. Health studio or spa.
- f. High-rise multifamily, at a density not greater than thirty (30) units per gross acre.
- g. Hotel or motel.
- h. Job printing, lithographer, printing or blueprinting.
- i. Parking, commercial lot or garage.
- j. School (commercial, trade or craft).
- k. Taxi office.

(d) *Height regulations.* No building hereafter erected or structurally altered shall exceed a height of forty-five (45) feet at the required front, side or rear yard setback lines. Building heights proposed in excess of forty-five (45) feet may be authorized by the planning commission in conjunction with the site plan review. However, the following formula shall rule: At the height permitted at said yard setback lines, one (1) foot may be added to the height of the building for each foot that the building or portion thereof is set back from the required yard lines. In no instance shall the maximum height of the building exceed one hundred twenty (120) feet.

(e) *Area regulations.*

- (1) *Front, side and rear yard.* The front, side and rear yard setbacks shall be not less than twenty-five (25) feet.
  - (2) *Site area.* The minimum site area shall be two (2) acres. In addition, there shall be not less than two hundred (200) feet of frontage on at least one (1) abutting boundary street.
- (Code 1961, Ch. 43, § 7-102.2; Ord. No. 15,247, § 1, 2-17-87; Ord. No. 15,553, § 1k,q, r, gg, 9-20-88; Ord. No. 15,571, § 1d, 11-1-88; Ord. No. 15,832, § 1a, 4-3-90; Ord. No. 16,116, § 1(kk), 11-19-91; Ord. No. 16,577, § 1, 1-18-94; Ord. No. 18,324, § 1(j), (cc), (pp), 8-1-00)

**Sec. 36-281. O-3 general office district.**

(a) *Purpose and intent.* The O-3 general office district is established to accommodate offices and associated administrative, executive and professional uses in new and existing structures together with specified institutional and accessory uses. This section applies to such district. The O-3 district is characterized by freestanding buildings and ancillary parking, and shall be limited to arterial street locations in developed areas of the city and other carefully selected areas where public utilities, community facilities and other public services are adequate to support general office development.

(b) *Use regulations.*

- (1) *Permitted uses.* Permitted uses are as follows:
  - a. Bank or savings and loan office.
  - b. Church.
  - c. Clinic (medical, dental or optical).
  - d. College dormitory.
  - e. College fraternity or sorority.
  - f. Community welfare or health center.
  - g. Convent or monastery.
  - h. Day nursery or day care center.
  - i. Day care center, adult.
  - j. Duplication shop.
  - k. Establishment for care of alcoholic, narcotic or psychiatric patients.
  - l. Establishment of a religious, charitable or philanthropic organization.
  - m. Family care facility.
  - n. Fire station.
  - o. Governmental or private recreational uses, including but not limited to golf courses, tennis courts, swimming pools, playgrounds, day camps and passive recreational open space.
  - p. Group care facility.
  - q. Laboratory.
  - r. Library, art gallery, museum or similar public use.

- s. Lodge or fraternal organization.
- t. Mortuary or funeral home.
- u. Nursing home or convalescent home.
- v. Office (general or professional).
- w. Photography studio.
- x. Private school, kindergarten or institution for special education.
- y. Rooming, lodging and boarding facilities.
- z. School (business).
- aa. School (public or denominational).
- bb. Studio (broadcasting and recording).
- cc. Studio (art, music, speech, drama, dance or other artistic endeavors).
- dd. Travel bureau.
- b. Animal clinic (enclosed).
- c. Barber and beauty shops.
- d. Cemetery or mausoleum.
- e. Health studio or spa.
- f. Job printing, lithographer, printing or blueprinting.
- g. Parking, commercial lot or garage.
- h. Multifamily dwellings (as per R-5 district).
- i. Office, showroom/warehouse.
- j. Orphanage.
- k. School (commercial, trade or craft).
- l. Taxi office.

(2) *Accessory uses.* The following accessory uses are permitted only in conjunction with an allowable use or uses in the O-3 district and shall not exceed ten (10) percent of the total floor area on the site.

- a. Antique shop.
- b. Barber and beauty shop.
- c. Book and stationery store.
- d. Camera shop.
- e. Cigar, tobacco or candy store.
- f. Clothing store.
- g. Custom sewing or millinery.
- h. Drugstore or pharmacy.
- i. Eating place without drive-in service.
- j. Florist shop.
- k. Health studio or spa.
- l. Hobby shop.
- m. Jewelry store.
- n. Toy shop.
- o. Laundry pickup station.
- p. Pet shop.

*Conditional uses.* Conditional uses are as

ambulance service post.

(c) *Height regulations.* No building hereafter erected or structurally altered shall exceed a height at the required front, side or rear yard setback lines of forty-five (45) feet; provided, however, that above the height permitted at said yard lines, one (1) foot may be added to the height of the building for each foot that the building or portion thereof is set back from the required yard lines. In no instance shall the maximum height of the building exceed sixty (60) feet.

(d) *Area regulations.*

- (1) *Front yard.* There shall be a front yard having a depth of not less than twenty-five (25) feet.
- (2) *Side yard.* There shall be a side yard on each side of the building having a width of not less than ten (10) feet.
- (3) *Rear yard.* There shall be a rear yard having a depth of not less than fifteen (15) feet.
- (4) *Lot area regulations.* There shall be a lot area of not less than fourteen thousand (14,000) square feet. In addition, there shall be a lot width of not less than one hundred (100) feet.

(Code 1961, Ch. 43, § 7-102.3; Ord. No. 15,247, § 1, 2-17-87; Ord. No. 15,553, § 11, hh, zz, 9-20-88; Ord. No. 16,116, § 1(kk), 11-19-91; Ord. No. 16,341, § 1(r), 1-19-93; Ord. No. 16,861, § 1(mm), 3-21-95; Ord. No. 18,324, § 1(k), (dd), (pp), (vv), 8-1-00)



CREATING OWNERSHIP AND ECONOMIC OPPORTUNITY

August 25, 2008

Arkansas Department of Education  
Four Capitol Mall  
Little Rock, AR 72201

Re: Facility renovation financing for Little Rock Preparatory Academy's charter school campus to be located at the Education Building of the Liberty Hill Missionary Baptist Church at 1215 South Schiller St., Little Rock, AR 72201

Dear Members of the Board:

Please accept this letter as an indication of Self-Help's interest in the opportunity to provide financing for the renovations necessary to the Education Building of the Liberty Hill Missionary Baptist Church for use as a charter school facility by Little Rock Preparatory Academy (LRPA). We have reviewed the information provided to us by LRPA regarding the project and have conferred with LRPA's Head of School, Latoya Goree, regarding the facility and the renovations. We appreciate the work that LRPA is doing in the community, and we look forward to receiving a final loan application package.

Self-Help has over 25 years of community development lending experience in support of our mission of creating ownership and economic opportunity for people of color, women, rural residents, and low-wealth families and communities. Since 1980 we have provided \$5.5 billion in financing to more than 57,000 small businesses, nonprofits, and homebuyers. Self-Help recognizes that the development of a community's human assets is a vital component of our broader mission, and thus has been very active in lending to charter schools that provide high quality educational programs to disadvantaged students and communities nationwide. To that end, we have made 64 loans to charter schools totaling over \$100 million and creating or improving more than 22,000 student spaces.

This project is a great mission fit for Self-Help. We have enjoyed talking with Ms. Goree and learning about the proposed campus, and we look forward to working with LRPA on this project in the months to come.

Sincerely yours,

Jane Ellis  
Director, Charter School Lending

Cc: Latoya Goree  
4710 Sam Peck Rd., Apt. 1022  
Little Rock, AR 72223

301 West Main Street, Durham, NC 27701  
P.O. Box 3619, Durham, NC 27702-3619

Tel: 919.956.4400 / Fax: 919.956.4600  
[www.self-help.org](http://www.self-help.org)

## **EXHIBIT A**

### **LEASE AGREEMENT**

#### **BETWEEN LIBERTY HILL MISSIONARY BAPTIST CHURCH and LITTLE ROCK PREPARATORY ACADEMY**

1. Term. Little Rock Preparatory Academy ("LRPA") proposes to lease approximately 15,000 SF referred to as the "Education Building" from Liberty Hill Missionary Baptist Church ("LH") for a period of two years ("primary term"), subject to conditions stated below, beginning January 1, 2009.

LRPA may be granted the right to extend tenancy beyond the primary term with two (2) options to extend for one (1) year each. Each option to extend is subject to approval by LH and renegotiation of lease terms between the parties. LRPA must notify LH no less than sixty (60) days before expiration of the primary term or an extended term in writing of their intent to extend tenancy.

#### **LRPA DUTIES and RESPONSIBILITIES**

2. LRPA agrees to provide renovations to the Education Building (located on North side of LH) at their sole cost and expense. LRPA understands and agrees that it will not be reimbursed by LH for any renovations or improvements to the Education Building. Contemplated renovations include, but are not limited to:

- a. Renovation or replacement of the HVAC system.
- b. Renovation of the bathrooms on both floors to provide adequate plumbing for a school assemblage of +/- 100 students.
- c. LH reserves the sole right to approve any and all renovations, which approval shall not be unreasonably withheld.

LRPA is responsible for any loss or damage to the Education Building which results from LRPA renovations. Monetary damages shall be limited to the amount necessary to remedy the defect(s), as agreed upon by both parties named in this agreement.

3. LRPA agrees to pay the costs associated with utilities for the building as well as all interior maintenance.

4. LRPA agrees to comply with any LH rules and policies, including but limited to, instructions for care of LH property and permanent display of LH signage. LH rules and policies

are considered part of this Agreement. LH may make reasonable changes to its rules and policies, effective immediately, as long as notice of changes is provided to LRPA.

5. LRPA shall submit to LH for approval all promotional or other materials prior to the publication, broadcast or dissemination thereof.
6. LRPA shall not display signs on the exterior of the building except with prior approval of LH.
7. LRPA shall indemnify and hold LH and its agents harmless from and against any loss, damage, or liability occasioned by, growing out of, or arising or resulting from any default hereunder, or any negligent or intentional act on the part of LRPA or its agents or employees. Conversely, LH shall indemnify and hold LRPA and its agents harmless from and against any loss, damage, or liability occasioned by, growing out of, or arising or resulting from any default hereunder, or any negligent or intentional act on the part of LH or its agents or employees
8. LRPA agrees to maintain, during the entire term of the lease agreement, adequate personal property insurance and general liability coverage, naming Liberty Hill Missionary Baptist Church as an additional insured for liability purposes.

#### **LH DUTIES AND RESPONSIBILITIES**

9. LH agrees to lease the building to LRPA free of rent for the primary term stated in Section 1.
10. LH agrees to pay the costs associated with all exterior maintenance. Such maintenance includes, but is not limited to, exterior grounds maintenance, roof, exterior walls, foundation, and utility lines servicing leased premises. Notwithstanding, LRPA shall assume responsibility, at LRPA's sole cost and expense, for any and all maintenance to the exterior of the building (including the roof, foundation and exterior walls) that shall be as a direct result of the renovations paid for by LRPA, as approved by LH.
11. LH agrees to maintain adequate property insurance and to pay all costs associated with property insurance and property taxes for the building, and to maintain such during the entire term of this Agreement.

#### **Other Provisions**

12. Education Building Access; Right To Enter. LH or its agents may enter the Education Building as necessary for the purpose of inspection or in case of emergency.
13. Dispute Resolution. The Parties agree that they will make a good faith attempt to resolve any dispute arising under this Agreement within a reasonable time after the occurrence of the disagreement, before instituting legal action. Such good faith attempt shall include, but not be

limited to, elevating the issue to management personnel of each Party who have the power to settle the dispute on behalf of that Party.

14. Termination Rights.

a. LRPA Termination Rights. LRPA reserves the right to terminate said Agreement upon the provision of no less than thirty (30) days written notice to LH, in the event that (A) renovation costs are deemed, in LRPA's sole discretion, to be non-feasible OR (B) in the event LRPA is denied their Charter License any time prior to January 1, 2009.

Each termination right is conditioned upon LRPA completing and paying for any renovations in process at the time of termination as well as paying for all utilities and interior maintenance costs up through date of termination. LRPA shall not be responsible for said utilities and maintenance prior to January 1, 2009. Upon satisfying these conditions to termination rights, the Agreement will be considered by both parties to be null and void and neither party will have any obligation to each other going forward.

b. LH Termination Rights. LH reserves the right to terminate said Agreement upon the provision of no less than thirty (30) days written notice to LRPA, in the event of a material breach of Agreement by LRPA.

The Agreement being contemplated is fully conditioned upon the following:

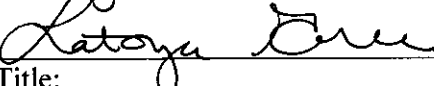
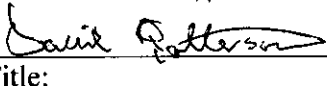
1. LRPA must be able to publicly announce LH as the location of the Charter School at the first public meeting to be held August 8, 2008 .

2. Both parties must fully execute an Agreement capturing these terms as well as any other terms and conditions deemed necessary no later than August 18, 2008.

3. LRPA shall represent, warrant and covenant in the Agreement:

a. Existence. LRPA is duly organized and existing and is in good standing and is qualified to do business under the laws of any jurisdiction where the ownership of assets or conduct of its business require it to be so qualified, and LRPA possesses any and all licenses and/or governmental approvals required to perform its services at LH.

c. Compliance with Laws and Regulations. LRPA shall be responsible for obtaining all licenses, authorizations, permits and the like required by applicable laws and regulations to perform its business and any associated fees, costs or expenses incurred by LRPA shall be borne solely by LRPA. LRPA shall be solely responsible for any fines and penalties imposed on LRPA or LH resulting from LRPA's failure to comply with any such applicable laws and regulations and LRPA shall indemnify, protect and defend LH therefrom.

<b>Little Rock Preparatory Academy</b>	<b>Liberty Hill Missionary Baptist Church</b>
Print Name and Signature: Latoya Goble 	Print Name and Signature: David Patterson 
Title: Lead Founder Little Rock Preparatory Academy	Title: Chair, Board of Deacons
Date:  8/27/08	Date:  8/27/08



4 Independence Day  
6-31 Staff Orientation  
25 Family Orientation

JULY '09						
S	M	T	W	T	F	S
			1	2	3	
5						11
12						18
19						
26						

AUGUST '09						
S	M	T	W	T	F	S
2					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					

1 Family Orientation  
3 First Day of School/Tri 1 Begins  
4-6 Initial Academic Assessment

7 Labor Day  
8 No School- Teacher PD  
15-17 Interim Assessments

SEPTEMBER '09						
S	M	T	W	T	F	S
			1	2	3	4
6	7	8	9	10	11	12
13	14					18
20	21	22	23	24	25	26
27	28	29	30			

OCTOBER '09						
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					31

27-29 Interim Assessments  
30 End Trimester 1

2 Tri 2 Begins  
6 Report Cards/Conferences  
25-27 Fall/Thanksgiving Break  
30 No School- Teacher PD

NOVEMBER '09						
S	M	T	W	T	F	S
1		3	4	5		7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24				28
29	30					

DECEMBER '09						
S	M	T	W	T	F	S
			1	2	3	4
6	7	8	9	10	11	12
13	14					18
20						26
27						

15-17 Interim Assessments  
21-31 Winter Break

1 Winter Break  
4 Teacher P.D.-No School  
18 MLK Day  
19 Teacher PD-No School

JANUARY '10						
S	M	T	W	T	F	S
						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						

FEBRUARY '10						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8					12
14	15	16	17	18		20
21	22	23	24	25		27
28						

9-11 Interim Assessments  
15 President's Day-No School  
16 Teacher P.D.- No School  
19 Tri 2 Ends  
22 Tri 3 Begins  
26 Report Cards/Conferences

16-18 Interim Assessments  
22-26 Spring Break  
29 Teacher P.D.-No School

MARCH '10						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15					19
21						27
28	29	30	31			

APRIL '10						
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	

12-16 Augmented Benchmark Exam  
26-30 TerraNova

28 Last Day of School/Tri 3 Ends  
31 Memorial Day

MAY '10						
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		29
30						

JUNE '10						
S	M	T	W	T	F	S
		1	2	3		5
6	7	8	9	10	11	12
13						19
20						26
27	28	29	30			

1-2 Teacher P.D.  
4 Report Cards/Conferences  
14-25 Summer of Excellence

**Attachment 2**  
**Daily Schedule**

<b>5<sup>th</sup> Grade Daily Schedule (M-TH)</b>				
<b>7:25am-7:55am</b>	<b>Arrival/Breakfast</b>			
<b>8:00am-9:00am</b>	Math	Math	Math	Math
<b>9:00am-10:00am</b>	ELA	ELA	ELA	ELA
<b>10:00am-10:20am</b>	<b>AM Break</b>			
<b>10:20am-11:20am</b>	Science	Science	Science	Science
<b>11:20am-12:20pm</b>	History	History	History	History
<b>12:20pm-1:00pm</b>	<b>Lunch/Recess</b>			
<b>1:05pm-2:05pm</b>	Math	Math	Math	Math
<b>2:05pm-3:05pm</b>	ELA	ELA	ELA	ELA
<b>3:05pm-3:50pm</b>	PE	Art	Music	Life Skills
<b>3:55pm-4:15pm</b>	<b>Advisory/Dismissal</b>			
<b>4:15pm-5:00pm</b>	<b>Homework Center/Academic Tutoring/Detention/Enrichment</b>			

<b>7:25am-7:55am</b>	<b>Arrival/Breakfast</b>			
<b>8:00am-9:00am</b>	Math			
<b>9:00am-10:00am</b>	ELA			
<b>10:00am-11:00am</b>	Science			
<b>11:00am-12:00pm</b>	History			
<b>12:00pm-12:35pm</b>	<b>Lunch/Recess</b>			
<b>12:35pm-1:35pm</b>	Math			
<b>1:35pm-2:35pm</b>	ELA			
<b>2:35pm-3:05pm</b>	<b>Community Circle/Dismissal</b>			
<b>3:15pm-5:00pm</b>	<b>Teacher Professional Development</b>			

**OPEN-ENROLLMENT PUBLIC CHARTER SCHOOL FACILITIES  
UTILIZATION AGREEMENT AND LEASE AGREEMENT**

Lessor (Owner:

Liberty Hill

Baptist Church

Lessee

(Tenant):Little

Rock Preparatory

Academy

Any information regarding affiliation, family ties, or other relationships between the Lessor (Owner) and Lessee (Tenant) must be disclosed with the facilities lease agreement.

Describe the present use  
of the facility and use for  
prior three (3) years

The facility is presently  
not in use. Previously it  
has been used as  
classroom and office  
space for the church's  
ministries

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Premises: Liberty Hill  
Baptist Church Education  
Building, 1215 South  
Schiller, Little Rock,  
Arkansas 72202

address

square footage: Approximately 15,000 sq ft.

Terms of Lease: 2 years

Rental Amount: Lessee paying the sole cost of renovations in lieu of monthly lease payments to lessor

Contingency: The terms of this agreement are contingent upon

LRPA \_\_\_\_\_ (sponsoring entity)  
receiving a charter to operate an open-enrollment public charter school  
from the State Board of Education by August of 2008.

Statutory Language Concerning No Indebtedness: No indebtedness of any kind incurred or created by the open-enrollment public charter school shall constitute an indebtedness of the state or its political subdivisions, and no indebtedness of the open-enrollment public charter school shall involve or be secured by the faith, credit, or taxing power of the state or its political subdivisions.

Lessee:

Little Rock Preparatory Academy

By

Natasha Cree

Date

8/18/08

Lessor:

Liberty Hill Baptist Church

By

David H. Patterson, Chair  
Board of Deacons

Date

8/15/08

**Public Charter School Application  
Budget Worksheet / Template**

<u>Line#</u>	<u>Revenues</u>	<u>Amount</u>	<u>Total</u>
1	State Public Charter School Aid:		
2	No. of Students (108) x \$5,789.00 State Foundation Funding	\$578,900	
3	No. of Students (    ) x \$36.00 Enhancement Funding		
4	Total State Charter School Aid		<b><u>\$625,212</u></b>
5			
6	Other Sources of Revenues:		
7	Private Donations or Gifts		
8	Federal Grants (List the amount)	\$150,000	
9	Special Grants (List the amount)	\$100,000	
10	Other (NSLA-Meals and Title I)	\$112,956	
11			
12			
13	Total Other Sources of Revenues	\$362,956	
14			
15	<b>TOTAL REVENUES</b>	<b><u>\$991,112</u></b>	
16			
	<u>Expenditures</u>	<u>Amount</u>	<u>Total</u>
17			
18			
19	Administration:		
20	Salaries: (No. of Positions 2)	\$115,000	
21	Fringe Benefits	\$31,412	
22	Purchased Services		
23	Supplies and Materials		
24	Equipment/Furniture	\$2,898	
25	Other (Describe)		
26			<b><u>\$149,310</u></b>
27	Regular Classroom Instruction:		
28	Salaries: (No. of Positions 6.5)	\$227,500	
29	Fringe Benefits	\$68,987	
30	Purchased Services		
31	Supplies and Materials	\$2,000	
32	Equipment/Furniture	\$39,994	
33	Other (Field Trips)	\$8100	
34			<b><u>\$346,581</u></b>

(Budget Continued)

35 Special Education:

36	Salaries: (No. of Positions 1)	\$45,000	
37	Fringe Benefits	\$13,000	
38	Purchased Services	\$8100	
39	Supplies and Materials		
40	Equipment/Furniture	\$1922	
41	Other (Describe)		<u>\$68,118</u>

42

43 Gifted and Talented Program:

44	Salaries: (No. of Positions ____ )		
45	Fringe Benefits		
46	Purchased Services		
47	Supplies and Materials		
48	Equipment		
49	Other (Describe)		<u>\$0.00</u>

50

51 Alternative Education Program:

52	Salaries: (No. of Positions ____ )		
53	Fringe Benefits		
54	Purchased Services		
55	Supplies and Materials		
56	Equipment		
57	Other (Describe)		<u>\$0.00</u>

58

59 Guidance Services:

60	Salaries: (No. of Positions ____ )		
61	Fringe Benefits		
62	Purchased Services		
63	Supplies and Materials		
64	Equipment		
65	Other (Describe)		<u>\$0.00</u>

66

67 Health Services:

68	Salaries: (No. of Positions ____ )		
69	Fringe Benefits		
70	Purchased Services		
71	Supplies and Materials	\$640	
72	Equipment		
73	Other (Describe)		<u>\$640</u>

74		(Budget Continued)		
75	Media Services:			
76	Salaries: (No. of Positions ____ )			
77	Fringe Benefits			
78	Purchased Services			
79	Supplies and Materials	\$5,175		
80	Equipment			
81	Other (Describe)			\$5,175
82				
83	Fiscal Services:			
84	Salaries: (No. of Positions 1)	\$45,000		
85	Fringe Benefits	\$13,000		
86	Purchased Services	\$12,753		
87	Supplies and Materials	\$3,105		
88	Equipment/Furniture	\$1,494		\$75,356
89	Other (Describe)			
90				
91	Maintenance and Operation:			
92	Salaries: (No. of Positions ____ )			
93	Fringe Benefits			
94	Purchased Services	\$23,188		
95	(include utilities)			
96	Supplies and Materials	\$1,242		\$24,430
97	Equipment			
98	Other (Describe)			
99				
100	Pupil Transportation:			
101	Salaries: (No. of Positions ____ )			
102	Fringe Benefits			
103	Purchased Services			
104	Supplies and Materials			
105	Equipment			
106	Other (Describe)			
107				
108	Food Services:			
109	Salaries: (No. of Positions ____ )			
110	Fringe Benefits			
111	Purchased Services	\$81,216		
112	Supplies and Materials			\$81,216
113	Equipment			
114	Other (Describe)			
115				

115

*(Budget Continued)***116 Data Processing:****117 Salaries: (No. of Positions \_\_\_\_ )****us Fringe Benefits****119 Purchased Services****120 Supplies and Materials****\$3,240****121 Equipment****122 Other (Describe)****\$3,240**

123

**124 Substitute Personnel:****125 Salaries: (No. of Positions \_\_\_\_ )****126 Fringe Benefits****\$0.00**

127

**128 Facilities:****Lease/Purchase (contract for one total****129 year including facility upgrades)****\$40,000****130 Please list upgrades: HVAC, plumbing**

131

**Utilities (contract for one total year****132 including facility upgrades)****\$22,356****Insurance (contract for one total year****133 including facility upgrades):****134 Property Insurance****\$6,000****135 Content Insurance****\$68,356**

136

**137 Debt Expenditures:****\$0.00****138 Other Expenditures:****139 Student Uniforms****140 Legal Counsel****141 Staff Development****142 Board Development****143 Staff Recruitment****144 Student Recruitment****145 Building Excellent School Consulting Service****146 Contingency Budget****\$67.038**

140

141

**TOTAL EXPENDITURES****\$889,460**



**Attachment 5**  
**Sample Salary Schedule**

The following is a salary scale for all administrators and teachers that will be employed by Little Rock Preparatory Academy. All pay schedules are designed to provide for a 3.5% annual salary increase over time.

Head of School	\$70,000	\$72,40	\$74,986	\$77,610	\$80,327
Dean of Curriculum and Instruction	\$45,000	\$46,575	\$48,205	\$49,892	\$51,639
Director of Learner Support	\$45,000	\$46,575	\$48,205	\$49,892	\$51,639
Business Manager	\$45,000	\$46,575	\$48,205	\$49,892	\$51,639

Base Teacher Pay	\$35,000	\$36,225	\$37,493	\$38,805	\$40,163
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Department of the Treasury  
Internal Revenue Service  
P.O. Box 2508  
Cincinnati, OH 45201

Notice Date: May 5, 2008  
Notice Number: CP 5100

Employer Identification Number: 26-1787446  
Tax Form: 1023  
Document Locator Number:  
17053-120-31103-8

For assistance, call: 1-877-829-5500

COLLEGIATE CHOICES INC  
c/o LATOYA GOREE  
4710 SAM PECK RD STE 1022  
LITTLE ROCK, AR 72223

## Acknowledgement Notice

### Information about the Application Process

We received your application for exemption from Federal income tax and your user fee payment.

During the initial review process, applications for exemption are separated into three groups:

1. Those that can be processed immediately based on information submitted,
2. Those that need minor additional information to be resolved, and
3. Those that require additional development.

If your application falls in the first group or second group, you will receive your determination letter stating that you are exempt from Federal income tax or a request for information via phone, fax, or letter. If your application falls within the third group, you will be contacted when your application has been assigned to an Exempt Organizations specialist for technical review. You can expect to be contacted within approximately 60 days from the date of this notice.

IRS does not issue "tax exempt numbers" or "tax exempt certificates" for state or local sales or income taxes. If you need exemption from these taxes, contact your state or local tax offices.

### How to Get Additional Information

General information about the application process and tax-exemption can be found by visiting our website, [www.irs.gov/eo](http://www.irs.gov/eo). If you are unable to locate the information needed, you may call our toll free number shown above Monday through Friday. When communicating with us, please refer to the employer identification number and document locator number shown above.

Sign up for Exempt Organizations' EO Update, a regular e-mail newsletter that highlights new information posted on the Charities pages of [irs.gov](http://irs.gov). To subscribe, go to [www.irs.gov/eo](http://www.irs.gov/eo) and click on "EO Newsletter."

For general information, tax forms, and publications, visit [www.irs.gov](http://www.irs.gov)

<TEGE, CP 5100 (02/2007)>

Little Rock Preparatory Academy  
Page 70

# Little Rock Preparatory Academy

A proposed Open Enrollment Public Charter School for Students in Grades 5-8

[www.littlerockprep.org](http://www.littlerockprep.org)

Public Meeting

St. John Missionary Baptist Church-Fellowship Hall

August 8, 2008

6pm-7pm

## Sign-Up Sheet

Please note: We will use phone and e-mail to provide you with more information about the proposed school.

Please include if you would like to receive more information about the Little Rock Preparatory Academy in the days ahead.

	Name	Address	Phone	E-mail
1	Crystal Von Simmons	809 E 17th St.	501-374-9158	
2	Stanley Johnson	1619 W 22nd St LRAH	(501) 372-3936	
3	William Bell	1619 W 22nd St LRAH	(501) 372-3936	
4	Andrea Thomas	3200 Bishop LRAH	(501) 372-9303	
5	Robert Blakeley	1722 W Dilson St Arkansas	501-888-4720	
6	Kebayne White	116 E 23rd St. NLA	501-516-1200	RobyCant@aol.com
7	Edie White	" "	" "	Whitecristine@aol.com
8	Kelley Smith	2762 Shelby Dr LR	940-0320	Shelby.Smith@indy.org
9	Shannon Tucker	1525 Arden Ln	501-514-3450	ShannonTucker@netnet.net
10	Cheryl Warden	3723 Chester Ln LAH	501-773-1084	

# Little Rock Preparatory Academy

A proposed Open Enrollment Public Charter School for Students in Grades 5-8

[www.littlerockprep.org](http://www.littlerockprep.org)

Public Meeting

St. John Missionary Baptist Church-Fellowship Hall

August 8, 2008

6pm-7pm

## Sign-Up Sheet

Please note: We will use phone and e-mail to provide you with more information about the proposed school.

Please include if you would like to receive more information about the Little Rock Preparatory Academy in the days ahead.

	Name	Address	Phone	E-mail
11	ERMATHENDEX	P.O. Box 2644, LA AK 72263	575-2216	
12	Robert Brown	2100 S. Coates, STL 63107	580-5940	rbrown@stl-llc.net
13	Stoney Rawlins	119 Coombe, Hot Springs, AR 71901	501-282-7820	sravlin@ymail.com
14	Sheila Madhavan	3305 X Shesher Avenue	-	maenay@vickn.com
15	Guana Hester	3300 Ashby Ave	501-952-8337	ghes55@aol.com
16	Doreyle K Hinton	19 Wadbridge Dr. W 09	452-5141	dhinton@sbcar.org
17	Eugene Porter	3112 St. 6th St. L.R. AR.		
18				
19				
20				

# Little Rock Preparatory Academy

A proposed Open Enrollment Public Charter School for Students in Grades 5-8

[www.littlerockprep.org](http://www.littlerockprep.org)

*Public Meeting*

St. John Missionary Baptist Church-Fellowship Hall

August 8, 2008

6pm-7pm

## Sign-Up Sheet

*Please note: We will use phone and e-mail to provide you with more information about the proposed school.*

*Please include if you would like to receive more information about the Little Rock Preparatory Academy in the days ahead.*

	Name	Address	Phone	E-mail
41	Sheema Banks	2106 S. Gaines Ln, 72206	786-2639	shema@amishall.com
42	Sheryl Lebeschington	3300 Asher Ave	952-8828	lebeschington@comcast.net
43	Samuel Morris Holmes	2201 S. Broadway Ln.	375-0886	samuelholmes@comcast.net
44				
45				
46				
47				
48				
49				
50				



July 24, 2008

State Board of Education  
4 Capitol Mall  
Little Rock, Arkansas 72201

Dear Members of the Board:

I wish to state my unqualified support for the establishment of Little Rock Preparatory Academy. I am confident that the philosophy upon which the school is based is sound and the goals to which it aspires are attainable.

Ultimately, however, the success of any enterprise is dependent upon the quality of its leadership. Latoya Goree is a gifted young leader of extraordinary intellect, commitment and drive who has demonstrated the ability to engage critical others in her cause. (As a result of her visionary leadership, she has assembled a board of directors with both the experience to govern effectively and the capacity to access the support and resources necessary for the school to thrive.)

Ms Goree is thoroughly versed in the complex issues and challenges inherent in this undertaking; and, as a Fellow of the Building Excellent Schools program, she will have ongoing access to nationally recognized experts on urban charter schools. Her dedication to implementing the most effective methods in the field is obvious and her passion for high caliber education is palpable.

I enthusiastically endorse the Little Rock Preparatory Academy, its governing board and Latoya Goree and am confident in their capacity to succeed. I urge the issuance of a charter.

Sincerely yours,

A handwritten signature in cursive script that reads "Sharon Blackwood".

Sharon Blackwood  
Executive Director (Interim)

Alltel Corporation

One Allied Drive  
Little Rock, AR 72202  
P.O. Box 2177, 72203



CJ Duvall  
Executive Vice President  
Human Resources  
501.905.5584

Dear State Board of Education,

On behalf of Alltel Corporation, I would like to express our support of Little Rock Preparatory Academy, a proposed urban charter school that is being developed by Ms. Latoya Goree. As you know, there is a great and growing need for a higher graduation rate, improved college readiness, and more individual attention to ensure the preparedness of our students.

By granting a charter for Little Rock Preparatory Academy, you will allow this organization to improve the quality of education and dedication that is needed to educate our most underserved students in Little Rock. I firmly believe in the capacity of Latoya Goree and her Founding Board to ensure the success of the students of central Little Rock.

Sincerely,

A handwritten signature in black ink, appearing to read 'CJ Duvall', with a large, stylized flourish at the end.

CJ Duvall  
Executive Vice President  
Human Resources

## **OPEN-ENROLLMENT PUBLIC CHARTER SCHOOL APPLICATION STATEMENT OF ASSURANCES**

The signature of the Chief Operating Officer of the public charter school certifies that the following statements are addressed through policies adopted by the public charter school and, if approved, the governing body, administration, and staff of the open-enrollment charter shall abide by them:

1. The information submitted in this application is true to the best of my knowledge and belief and this application has been sent to the superintendent of all the districts from which we intend to draw students.
2. The proposed open-enrollment public charter school shall be open to all students, on a space available basis, and shall not discriminate in its admission policy on the basis of race, color, national origin, creed, sex, ethnicity, sexual orientation, mental or physical disability, age, ancestry, athletic performance, special need or proficiency in the English language, and academic achievement. However, the charter may provide for the exclusion of a student who has been expelled from another public school district.
3. In accordance with federal and state laws the proposed open-enrollment public charter school hiring and retention policies of administrators, teachers, and other employees shall not discriminate on the basis of race, color, national origin, creed, sex, ethnicity, sexual orientation, mental or physical disability, age, ancestry, or special need.
4. The proposed open-enrollment public charter school shall operate in accordance with federal laws and rules governing public schools; applicable provisions of the Arkansas Constitution; and state statutes or regulations governing public school not waived by the approved charter.
5. An open-enrollment public charter school shall not use the moneys that it receives from the state for any sectarian program or activity or as collateral for debt. However, open-enrollment public charter schools may enter into lease-purchase agreements for school buildings built by private entities with facilities bonds exempt from federal taxes under 26 USCS 142(a) as allowed by Arkansas Code Ann. § 6-20-402. No indebtedness of an open-enrollment public charter school shall ever become a debt of the state of Arkansas.
6. The proposed open-enrollment public charter school shall not impose taxes or charge students tuition or fees that would not be allowable charges in the public school districts.
7. The proposed open-enrollment public charter school shall not be religious in its operations or programmatic offerings.

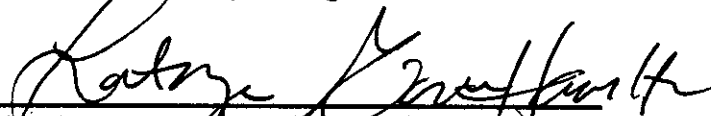


- 8. The proposed open-enrollment public charter school shall ensure that any of its employees who qualify for membership in the Arkansas Teacher Retirement System or the State and Public School Employee Insurance Program shall be covered under those systems to the same extent a qualified employee of a school district is covered.**
- 9. The employees and volunteers of the open-enrollment public charter school are held immune from liability to the same extent as other public school district employees and volunteers under applicable state laws.**
- 10. The open-enrollment public charter school shall be reviewed for its potential impact on the efforts of the public school districts within the proximity of the open-enrollment public charter school to comply with court orders and statutory obligations to create and maintain a unitary system of desegregated public schools.**
- 11. The proposed open-enrollment public charter school shall comply with all health and safety laws, rules and regulations of the federal, state, county, region, or community that may apply to the facilities and school property.**
- 12. The proposed open-enrollment public charter school shall not use any funds it receives from the state for any sectarian program or activity or as collateral for debt.**
- 13. The charter applicant should know that certain provisions of state law shall not be waived. The proposed open-enrollment public charter school is subject to any prohibition, restriction, or requirement imposed by Title 6 of the Arkansas Code Annotated and any rule and regulation approved by the State Board of Education under this title relating to:**
  - (a) Monitoring compliance with Ark. Code Ann. § 6-23-101 et seq. as determined by the Commissioner of the Department of Education;**
  - (b) Conducting criminal background checks for employees;**
  - (c) High school graduation requirements as established by the State Board of Education;**
  - (d) Special education programs as provided by this title;**
  - (e) Public school accountability under this title; and**
  - (f) Health and safety codes as established by the State Board of Education and local governmental entities.**
- 14. The facilities of the proposed public charter school shall comply with all requirements for accessibility for individuals with disabilities in accordance with the ADA and IDEA and all other state and federal laws.**

15. Should the open-enrollment public charter school voluntarily or involuntarily close, the applicant should know that any fees associated with the closing of the school including but not limited to removal of furniture, equipment, general expenses, etc, are the sole responsibility of the sponsoring entity. No indebtedness of any kind incurred or created by the open-enrollment public charter school shall constitute an indebtedness of the state or its political subdivisions, and no indebtedness of the open-enrollment public charter school shall involve or be secured by the faith, credit, or taxing power of the state or its political subdivisions. In the case of school closure, property bought with state funds may be sold if required by the State Board of Education. The state has a perfected priority security interest in the net proceeds from the sale or liquidation of the property to the extent of the public funds used in the purchase.

Date: 8/27/08

Signature of Chief Operating Officer of the School

  
Print or type name Latoya Gore Hamilton

## LEASE AGREEMENT

This Agreement, made this 27 day, August 2008, between Liberty Hill Missionary Baptist Church, whose address is 1215 South Schiller Street Little Rock, Arkansas (the Lessor) and Little Rock Preparatory Academy, whose address is 4710 Sam Peck Road #1022 Little Rock, Arkansas, (the Lessee).

Witnesseth:

1. Leased Premises. For and in consideration of the rents, covenants and agreements herein entered into and agreed upon by the Lessee as obligations to the Lessor, the Lessor lets, leases and demises until Lessee, subject to the terms and conditions contained herein, the following described property situated in Pulaski County, Arkansas:

**+/- 15,000 square feet located at 1215 South Schiller Road Little Rock, Arkansas 72202**

To have and to hold the premises unto the Lessee for and during the term herein stated, subject to the covenants, terms, conditions and liens herein contained.

2. Term. This lease shall commence on January 1, 2009 and shall extend for a term of two years, ending at midnight on December 31, 2010.
3. Rent. Lessee agrees to pay to Lessor as rental for the full term of this lease the sum of \$ -0-, payable in N/A equal installments \$ N/A each, to be paid in advance on the first day of N/A, and on the first day of each and every [month] thereafter during the term of this lease.
4. Signs. Lessee shall not erect or install any exterior signs or advertising of any kind without the written consent of Lessor having first been obtained. Lessee agrees not to utilize any form of advertising that may or shall be deemed objectionable to Lessor or to the general public, including but not limited to loudspeakers, phonograph or related electronic equipment, radios, or similar devices which will be operated in such a manner as to project sound outside of the leased premises.
5. Lessor's Repairs. Lessor shall maintain the exterior walls, doors and roof of the structure[s] upon the leased premises in a reasonable state of repair [and shall make such repairs to the surface of the parking area] as may be required to keep and maintain the same in a good and tenantable condition. If Lessee is deprived of the use of [a substantial portion] [more than Twenty-five (25%) of the leased premises during the making of any such repairs by the Lessor, the rent shall be abated or proportionately reduced according to the extent to which Lessee is deprived of such use.
6. Lessee's Repairs. Lessee shall keep the interior of the building, including interior walls and doors, wiring, plumbing, and window and door glass, in good repair, and shall maintain the heating and air conditioning equipment, all at Lessee's expense. Lessee agrees to satisfy promptly any lien or valid claim asserted against the leased premises for work done or materials furnished. Lessee shall, at the termination, surrender or forfeiture of this lease, return the premises with the interior, including all of the above items, in as good and satisfactory condition as the same was at the beginning of the lease, normal wear and tear excepted.

- 7 Taxes. Lessor shall pay any and all ad valorem taxes and special improvement district taxes levied and assessed against the premises and the improvements located thereon during the term of this lease. Such taxes and assessments shall be pro-rated for any fractional calendar year.
- 8 Use. Lessee agrees to use the leased premises for the purpose of operating and for no other purpose or purposes without the written consent of Lessor and the Arkansas State Board of Education having been obtained in advance.
- 9 Payment of Rent and Notices. The rent payable hereunder shall be paid to Lessor at 1215 S. Schiller Little Rock, Arkansas. Any notice provided for herein shall be given by certified mail with postage prepaid, addressed, if to Lessor, at the address to which the rent is then paid, and if to Lessee, at 4710 Sam Peck Road #1022 Little Rock, Arkansas 72223. The person and the place to which notices are to be mailed may be changed by either party by notice to the other party.
- 10 Assignment. Lessee shall not assign this lease or sublet the leased premises without prior written consent of the Lessor and the Arkansas State Board of Education. Any such assignment or subletting shall in no way relieve Lessee from liability for the obligation imposed by this lease. Lessee may only be released from liability by a specific written release executed by Lessor.
- 11 Lessee's Default. If Lessee shall be in default as to the payment of rent for a period of [thirty (30) days], or as to any other covenant herein provided for more than [thirty (30) days] after receipt of notice from Lessor specifying such default, or if any petition be filed in bankruptcy, including petitions for arrangements and reorganizations, by or against Lessee and such petition be not dismissed within [thirty (30) days] after its filing, or if a receiver or trustee be appointed for Lessee by reason of Lessee's insolvency or inability to pay its creditors, Lessor shall have the right, without limitation upon any other rights which may be given Lessor by law or by any other provision of this lease agreement, to re-enter the leased premises and relet the same as agent for Lessee upon the best terms and conditions reasonably obtainable, and Lessee shall be liable to the Lessor for the difference, if any, between the rent so obtained and the minimum rent stipulated to be paid in this lease. Lessee agrees that in such event [he, it] will vacate the leased premises without further notice, and if it becomes necessary to bring any legal action to recover possession, Lessee agrees to pay a reasonable fee for the attorney of Lessor in such action.
- 12 Non-Waiver. It is agreed that the failure of Lessor to invoke any of the available remedies under this lease or under law in the event of one or more breaches or defaults by Lessee under the lease shall not be construed as a waiver of such provisions and conditions and shall not prevent Lessor from invoking such remedies in the event of any future breach or default.
- 13 Holdover. Lessee hereby agrees that upon the termination of this lease by expiration or by earlier termination for any reason whatsoever, Lessee will peaceably deliver

possession of the leased premises to Lessor. In the event Lessee shall be permitted by Lessor to hold over after the expiration or termination of this lease, or any extension thereof, such holding over (in the absence of any written agreement to the contrary) shall be construed as a tenancy from calendar month to calendar month at a monthly rental equal to the rental for the last month paid under this lease. A month-to-month tenancy arising by Lessee's holding over under this paragraph may be terminated by written notice from either party to the other party on or before the day on which any monthly rent is due with termination not becoming effective until the day on which the next following monthly rental would have otherwise become due. In the event it should become necessary for Lessor to institute any action at law to recover possession at the time of termination, whenever and however termination may occur, Lessee agrees that it will pay all costs and expenses of such action, including reasonable attorneys' fees.

- 14 Casualty. If at any time the leased premises, [or the building which forms the principal component of the leased premises,] should be damaged by fire, or other major casualty not the fault of Lessee, and the cost of repairing the damage does not exceed twenty percent (20%) of the value of the improvements of the premises herein leased, [or the building which forms the principal component part of the leased premises,] then Lessor shall as soon as reasonably practicable repair the damage caused by fire or other casualty. If, however, the damage should exceed twenty percent (20%) of the value of the improvements of the premises herein leased, [or the building which forms the principal component part of the leased premises,] then Lessor shall have the option of either repairing the premises as set out above or terminating this lease as of the date of fire or other casualty by notice to Lessee within thirty (30) days after such date. If the damage should render the leased premises untenable for the use of the Lessee's business as set forth herein, the rental from the date of fire, or other major casualty not the fault of Lessee, to the date of the completion of the restoration of the premises shall be abated, such abatement being figured on a pro rata basis of the rentals, herein provided.
- 15 Condemnation. In the event all of the leased premises or such part thereof as renders the leased premises unsuitable for use in the activity or business of the Lessee, shall be acquired or taken by eminent domain for any public or quasipublic purpose, then the term of this lease shall cease and terminate as of the date of taking.
  - a. In the event that a partial taking does not render the leased premises unsuitable for use in the activity or business of the Lessee, this lease shall continue in full force and effect with a reduction in the rent proportionate to the amount of usefulness or necessity of the leased premises actually taken.
- 16 All damages awarded as a result of any taking, except such damages as are herein defined as Lessee's damages, shall be awarded to Lessor. Lessee shall be entitled to receive all damages which are compensation for damages to the leasehold estate and for removal of Lessee's business, fixtures, furniture and equipment. Lessee's right to damages shall be a right against the taking authority alone, and Lessee shall not be entitled to recover any damages from Lessor.
- 17 Insurance on Improvements. Lessor shall maintain, at Lessor's expense, fire,

hazard and extended coverage insurance, in the amount of the replacement value of any improvements erected upon the leased premises.

- a. Insurance on Lessee's Property. Lessee shall be solely responsible for maintaining insurance on [his, its] property, including but not limited to movables, trade fixtures installed by Lessee, furniture, furnishings and inventory.
- 18 Liability Insurance. Lessee shall, during the term of this lease, maintain public liability insurance on the leased premises and on the business operated by the Lessee or any subtenant occupying the leased premises. The limits of such public liability insurance shall not be less than \$1,000,000 per person, \$1,000,000 per accident, and \$1,000,000 for property damage. The policy representing such insurance shall name Lessor, [its successor, or his heirs] and assigns, and Lessee as insured. Such policy shall contain a clause that the insurer will not cancel or change the insurance without giving Lessor, [its successors, or his heirs] or assigns, ten (10) days' written notice, and a certificate of such insurance shall be delivered to Lessor prior to the inception of this lease.
  - 19 Common Areas. Any parking area or other common areas which Lessor may provide shall be for the joint use of Lessor, Lessee, other tenants of Lessor, and the customers, invitees and employees of Lessor, Lessee, and other tenants of Lessor; Lessor hereby grants to Lessee the right, during the term of this lease, to use any parking area and other common areas which may be provided in common with others entitled to the use thereof. The use thereof shall be subject to such reasonable regulations or limitations as Lessor shall make or require from time to time.
  - 20 Compliance with Laws. Lessor and Lessee agree not to violate any law, ordinance, rule or regulation of any governmental authority having jurisdiction of the leased premises and, if required solely by reason of Lessee's type of business, to make nonstructural repairs, improvements and alterations to the interior of the building on the leased premises and the common areas required by such authority.
  - 21 Trash. All trash and refuse deposited outside the building must be placed in sufficient receptacles furnished by Lessee [approved by the Public Works Department].
  - 22 Title and Quiet Enjoyment. Lessor covenants and warrants that it is the owner in fee simple absolute of the leased premises and may lease the premises as herein provided. Upon payment by Lessee of the rents herein provided and upon the observance and performance of all the covenants, terms and conditions upon Lessee's part to be observed and performed, Lessee shall peaceably and quietly hold and enjoy the demised premises for the term hereby demised without hindrance or interruption by Lessor or any other person or persons lawfully or equitably claiming by, through or under Lessor, subject to the terms and conditions of this lease.
  - 23 Succession. This lease agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

- 24 Waste. Lessee agrees not to commit waste, nor permit waste to result or to be done to or upon the property and premises; not to conduct any business thereon or therein, nor store or permit to be stored thereon or therein any explosives, combustible substances or materials of any nature, which would increase the fire hazard or cause a premium to be charged for insurance higher than that charged for the present use of such property; and not to operate, nor permit to be operated, nor to exist thereon or therein, any public or private nuisance.
- 25 Assets. Lessor and Lessee agree that pursuant to Ark. Code Ann. § 6-23-506:  
Upon dissolution of the open-enrollment charter school or upon non-renewal of the charter, all net assets of the open-enrollment charter school purchased with public funds shall be deemed the property of the State, unless otherwise specified in the charter of the open-enrollment charter school.
- 26 State Immunity. Lessor and Lessee agree that no indebtedness of any kind incurred or created by the open-enrollment charter school shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the open-enrollment charter school shall involve or be secured by the faith, credit or taxing power of the State or its political subdivisions.

Furthermore, Lessor and Lessee agree that the Lessee shall not use the moneys received from the State pursuant to Ark. Code Ann. §§ 6-23-101, 6-23-201, 6-23-301, 6-23-401 or 6-23-501 et seq., for any sectarian programs or activity or as collateral for any debt, including any debt incurred by Lessee to Lessor pursuant to the provisions of the Lease Agreement.

- 27 Use of State Funds. Lessor and Lessee agree that Lessee shall not pay for any improvements, upgrades, additions or repairs to the leased facility described herein except as a reasonable part of the agreed upon rent payment described in paragraph 3 and those agreed upon Lessee repairs agreed upon in paragraph 7 of this Agreement. Furthermore, to the extent that any portion of rent payment in paragraph 3 or Lessee repairs in paragraph 7 are to be paid from State funding, the Lessor and Lessee shall provide a detailed budget and expenditure report specifying exactly that portion of rent payment or repair cost concerning any improvements, upgrades, additions or repairs to the lease facility and the amount of State funds to be used to support those components of the rent or repair cost to the Lessee.
- 28 State Approval. Lessor and Lessee agree that to the extent this Lessee will use any State funds from the Arkansas Public School Fund to pay the obligations of this lease agreement, the Lessee is first required to submit a copy of a detailed lease agreement (along with attached budget and expenditure report) setting forth all terms required herein along with any other relevant information required by the Arkansas State Board of Education and obtain the express approval of the Arkansas State Board of Education; otherwise this Agreement shall be considered null and void. Furthermore, neither the Lessor nor the Lessee shall change the terms or conditions of this Agreement without first obtaining the express approval of the Arkansas State Board of Education. Any such change without the express approval of the Arkansas State Board of Education shall be

considered null and void to the extent State funds are used as consideration to meet the obligations contained herein.

- 29 Health, Safety, Facility and Zoning Codes. The Lessor and Lessee agree that the above described lease facility and the location of the facility comply with and meet all health, safety, facility and proper zoning codes of the State of Arkansas or any political subdivisions of the State. Specifically, the Lessor agrees covenants and warrants that the above described lease facility meets all state and local laws, regulations and ordinances with regard to fire, safety and health code conditions and requirements and that the facility is properly located in an appropriate zoned area sufficiently removed from any adult novelty, liquor or gaming locations of business or transaction so as to comply with state or local laws, ordinances or regulations and thus be in compliance with Ark. Code Ann. § 6-23-401.
- 30 Severability. Each paragraph of this lease agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.
- 31 Interpretation. This lease agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.
- 32 Entire Agreement. This lease agreement means (1) this document and (2) Exhibit A, Lease Agreement Between Liberty Hill Baptist Church and Little Rock Preparatory Academy, attached hereto and fully incorporated herein. This lease agreement contains the entire agreement of both parties hereto, and no other oral or written agreement shall be binding on the parties hereto. To the extent that any conflict arises between the terms and conditions contained in Exhibit A and those contained in this document, the terms and conditions contained in the referenced Exhibit A shall prevail. This lease agreement supersedes all prior agreements, contracts and understandings of any kind between the parties relating to the subject matter thereof. Further, the parties agree that the terms and conditions contained in Exhibit A are in full force and effect with regard to this lease agreement. This lease agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 33 Notice. All notices, requests, demands and other communications required by or permitted hereunder shall be in writing and shall be deemed to have been duly given when received by the party to whom directed; provided, however, that notice shall be conclusively deemed given at the time of its deposit in the United States mail when sent by certified mail, postage prepaid, to the other party at the following addresses (or at such other addresses as shall be given in writing by either party to the other):

**Lessor: 1215 South Schiller Little Rock, Arkansas 72202**

**Lessee: 4710 Sam Peck Road #1022 Little Rock, Arkansas 72223**



IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this 27 day of 2008.

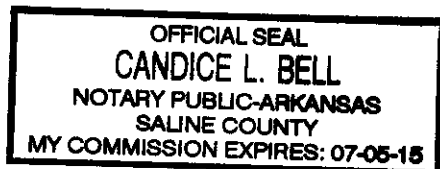
David Patterson, Clerk Board of Deacons  
Lessor

Katya Love  
Lessee

[ACKNOWLEDGEMENT]

THIS AGREEMENT made between Liberty Hill Missionary  
Baptist Church (the Lessor) and  
Little Rock Preparatory Academy (the Lessee), WITNESSETH:

For and in consideration of the covenants and agreements hereinafter contained, Lessor does hereby let, lease and demise unto Lessee, and Lessee does hereby lease from Lessor, the following described premises in the City of Little Rock, County of Pulaski, State of Arkansas:



Candice L. Bell  
Commission expires  
July 5, 2015

Pulaski County, State of  
Arkansas


August 28, 2008

Dear Dr. Brown,

Per the requirements of the 2008 Open Enrollment Charter School Application, I have submitted copies of the final charter application document for the proposed Little Rock Preparatory Academy via certified mail, attention to the superintendents of each district, on August 28, 2008.

I have provided copies of the certified mail receipts for all three districts (LRSD, PCSSD, and NLRSD) for your records.

Sincerely,



Latoya Goree

Lead Founder/Building Excellent Schools Fellow  
Little Rock Preparatory Academy

Enclosures: 1

**RECEIVED**  
SEP 12 2008

**CHARTER SCHOOL OFFICE**

7008 1140 0000 6116 7844

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**LITTLE ROCK AR 72216**

Postage	\$7.60	0016
Certified Fee	\$2.70	04
Return Receipt Fee (Endorsement Required)	\$2.20	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
<b>Total Postage &amp; Fees</b>	<b>\$12.50</b>	<b>08/28/2008</b>

Sent to: **ULSD - Attn Dr. Linda Watson**  
 Street, Apt. No., or PO Box No.: **810 W Markham**  
 City, State, ZIP+4: **UL, AR 72201**

PS Form 3800, August 2006 See Reverse for Instructions

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**LITTLE ROCK AR 72216**

Postage	\$8.05	
Certified Fee	\$2.70	
Return Receipt Fee (Endorsement Required)	\$2.20	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
<b>Total Postage &amp; Fees</b>	<b>\$12.95</b>	<b>08/28/2008</b>

Sent to: **ULSD - Attn James Sharpe - Superior**  
 Street, Apt. No., or PO Box No.: **PO Box 8100**  
 City, State, ZIP+4: **UL, AR 72216**

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**NORTH LITTLE ROCK AR 72114**

Postage	\$7.60	0016
Certified Fee	\$2.70	04
Return Receipt Fee (Endorsement Required)	\$2.20	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
<b>Total Postage &amp; Fees</b>	<b>\$12.50</b>	<b>08/28/2008</b>

Sent to: **ULSD - Attn Kenneth Kinsel**  
 Street, Apt. No., or PO Box No.: **2700 Poplar**  
 City, State, ZIP+4: **UL, AR 72114**

PS Form 3800, August 2006 See Reverse for Instructions



# ARKANSAS DEPARTMENT OF EDUCATION

Dr. T. Kenneth James  
Commissioner

State Board  
of Education

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Alice Mahony  
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Dr. Ben Mays  
Clinton

Diane Tatum  
Pine Bluff

September 26, 2008

Ms. Latoya Goree Hamilton  
Little Rock Preparatory Academy  
4710 Sam Peck Road, Apt. 1022  
Little Rock, AR 72223

Dear Applicant:

The Arkansas Department of Education (ADE) has completed the evaluation process of the applications for Open Enrollment Public Charter Schools as per 9.01 of the ADE Rules Governing Charter Schools. Enclosed is a copy of that evaluation for your review.

In accordance with the Charter School rules, you are allowed to submit a written response to this evaluation. Written responses must be in the Charter School Office no later than 4:00 p.m., Friday, October 17, 2008. Responses received after that date will not be processed.

Responses should be sent to the following address:

Dr. Mary Ann D. Brown  
Charter School Office  
Four Capitol Mall, Room 305-B  
Little Rock, AR 72201

Please feel free to contact the Charter School Office to verify receipt of your written response at (501) 683-5313.

Thank you,

Mary Ann D. Brown, Ed.D.  
Charter School Program Director

MAB/ler/ms

Enclosure: Public Charter School Application Evaluation Report

Four Capitol Mall  
Little Rock, AR  
72201-1019  
(501) 682-4475  
ArkansasEd.org

**2008-2009**  
**Public Charter School**  
**Application Evaluation Report**

**Little Rock Preparatory Academy**



**Provided by:**  
**Arkansas Department of Education**  
**Charter School Office**



# ARKANSAS DEPARTMENT OF EDUCATION

## Arkansas Department of Education

### Charter School Application Evaluation Instrument

*The following instrument will be used to evaluate applications submitted to the Arkansas Department of Education ("ADE") for the establishment of new public charter schools. This instrument is only intended to provide clarity, transparency and consistency in the charter school application review process.*

The ADE will use the following instrument only to evaluate the quality of a charter school application against the criteria stated herein. For each of the application requirements, the criteria define the characteristics and elements of a response that meet the standard for charter approval. The following definitions will guide the rating of each information requirement:

**Meets the Standard:**

The response reflects a thorough understanding of key issues and demonstrates capacity to open and operate a quality charter school. It addresses the topic with specific and accurate information that shows thorough preparation and presents a clear, realistic picture of how the school expects to operate.

**Partially Meets the Standard:**

The response addresses most of the criteria, but response lacks meaningful detail and requires important additional information.

**Does Not Meet the Standard:**

The response lacks meaningful detail, demonstrates lack of preparation, or otherwise raises substantial concerns about the applicant's understanding of the issue in concept and/or ability to meet the requirement in practice.

# Arkansas Department of Education

## Open-Enrollment Public Charter School Application Evaluation

### EVALUATION RUBRIC

Name of Proposed School: **Little Rock Preparatory Academy**

Eligible entity status:

- ☐ Public institution of higher education  
☐ Private nonsectarian institution of higher education  
☐ Governmental entity  
☒ Nonsectarian organization exempt from taxes under Section 501(c) (3)

Status of 501(c) (3) Application for Non-Sectarian Organization Exempt from Taxes    Pending as per acknowledge notice.

Legal Comments	Reference
Pursuant to Ark. Code Ann. § 6-23-303 (6), the Applicant must establish its status as a tax-exempt organization under § 501 (c)(3) of the Internal Revenue Code of 1986 prior to the first day of its operation with students.	

### Part 1: PRE-APPLICATION MATERIALS

The Arkansas Department of Education requires that all applicants submit a Letter of Intent, outlining a general description of the proposed charter school.

#### Evaluation Criteria:

A response that meets the standard will guarantee that:

- A Letter of Intent was filed with ADE on time and included all necessary information.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Strengths	Reference
Concerns and Additional Questions	Reference
The letter of intent lacks a description of the location. Applicant only cites the city where the school will be located.	Letter of Intent

## Part 2: REQUIRED INFORMATION

### ***STANDARDS 1 and 2 OF APPLICATION: PUBLIC HEARING RESULTS***

All proposed school design teams must conduct a public hearing before applying for an open enrollment charter school, to assess support for the school's establishment. Applicants are asked both to document the logistics of the hearing and to include a narrative of the hearing results.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- A thorough description and evidence of public support exhibited at the hearing;
- Documentation of required notices published to garner public attention to the hearing; and
- Documentation of required notices of the public hearing to superintendents and school board members in contiguous school districts.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
Public hearing support is evident through sign-in sheets for Aug 8 meeting and letters of support. There is evidence of more than one newspaper ad and evidence of a letter to LRSD superintendent.	Attachments
Concerns and Additional Questions	Reference
A copy of the document sent to superintendents and boards of contiguous districts informing of the hearing is not provided.	



### ***STANDARD 3 OF APPLICATION: GOVERNING STRUCTURE***

The Governing Structure section should explain how the school will be governed. It should present a clear picture of the school's governance processes and composition, what responsibilities various groups and people will have and how those groups will relate to one another.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- Documentation of proper legal structure of the governing board;
- A clear description of the governing board's roles and responsibilities;
- Adequate policies and procedures for board operation, including board composition and member selection;
- A clear, sensible delineation of roles and responsibilities in relation to governance and school management; and
- A reasonable plan for involving parents, staff, students and community in the decision-making of the school.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Strengths	Reference
The legal structure of the governing board is provided. Roles and responsibilities are clear.	44-48
Concerns and Additional Questions	Reference

### ***STANDARD 4 OF APPLICATION: MISSION STATEMENT***

The Mission Statement section should indicate what the school intends to do, for whom and to what degree.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- A mission statement that is meaningful, manageable and measurable.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
The mission statement is meaningful and manageable.	9
Concerns and Additional Questions	Reference
There is no statement of how the mission will be measured.	

### ***STANDARD 5 OF APPLICATION: EDUCATIONAL NEED***

The Educational Need section should indicate how the school intends to offer a viable educational option for students in Arkansas. Along with the mission statement, this section outlines the basic rationale for the new school.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- A description of educational need that presents a clear option for students;
- A specific rationale for how the charter school will enhance or expand the educational options currently available to the school's target student population.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Strengths	Reference
Research supports the need for small schools and urban access to high achieving schools.	10
Concerns and Additional Questions	Reference

### ***STANDARD 6 OF APPLICATION: EDUCATIONAL PROGRAM***

The Educational Program section should describe the educational foundation of the school and the teaching and learning strategies that will be employed.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- A clear description of the proposed educational program, including but not limited to the foundational educational philosophy and curricular and instructional strategies to be employed; and
- A clear organization of the school in terms of both length of school day and year that meets minimum state requirements.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Strengths	Reference
The school uses a "no excuse" philosophy, kinesthetic learning, and high expectations for all students.	12-13
Concerns and Additional Questions	Reference

## ***STANDARD 7 OF APPLICATION: ACADEMIC ACHIEVEMENT GOALS***

The Academic Achievement Goals section should define the performance expectations for students and the school as whole.

### **Evaluation Criteria:**

A response that meets the standard will present:

- Specific goals in:
  - Reading;
  - Reading Comprehension;
  - Mathematics; and
  - Mathematics Reasoning;
- Goals that clear, measurable and data-driven;
- Goals on improving student achievement; and
- Valid and reliable assessment tools for measuring each of the defined goals.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Strengths	Reference
Behavior expectations will be high – teaching and relentless models for learning will be applied to all areas of the curriculum. Specific performance goals are stated.	18-23
Concerns and Additional Questions	Reference

## ***STANDARD 8 OF APPLICATION: CURRICULUM DEVELOPMENT AND ALIGNMENT***

The Curriculum Development and Alignment section should define the process by which the design team developed (or chose) the curricular program of the school, and illustrate alignment with Arkansas Curriculum Frameworks.

### **Evaluation Criteria:**

A response that meets the standard of a curricular development and alignment program will present:

- Evidence that the curriculum aligns with, or a sound and rationale plan and timeline for aligning the curriculum with, the Arkansas Department of Education's content standards, benchmarks and performance standards.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Strengths	Reference
Application provides a sound, rational plan and timeline for aligning the curriculum with the Arkansas Curriculum Frameworks.	
Concerns and Additional Questions	Reference

### ***STANDARD 9 OF APPLICATION: GEOGRAPHICAL SERVICE AREA***

The Geographical Service Area section must outline the impact of a new school opening within the current public education system.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- The specific geographical area served by the charter school; and
- Information on the school districts within the geographical area that may be affected (including data on the expected number of students to transfer to the charter school).

<b>Does Not Meet the Standard</b>	<b>Partially Meets the Standard</b>	<b>Meets the Standard</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<b>Strengths</b>	<b>Reference</b>
The application cites the number of students expected to transfer to the charter school.	27
<b>Concerns and Additional Questions</b>	<b>Reference</b>
No data is used to support the description of the geographical area to be served by the charter school.	

### ***STANDARD 10 OF APPLICATION: ANNUAL PROGRESS REPORTS***

The Annual Progress Reports section should define how the academic progress of individual students and the school as a whole will be measured, analyzed and reported.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- A clear and conceptually sound plan for documenting and reporting student performance data;
- A timeline for data compilation and completion of an annual report to parents, the community and the State Board of Education that outlines the school's progress; and
- A plan for dissemination of the annual report to appropriate stakeholders.

<b>Does Not Meet the Standard</b>	<b>Partially Meets the Standard</b>	<b>Meets the Standard</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<b>Strengths</b>	<b>Reference</b>
The school will provide copies of reports to parents, in addition to the requirement of publishing the report in the local newspaper by November 15.	27
<b>Concerns and Additional Questions</b>	<b>Reference</b>

## ***STANDARD 11 OF APPLICATION: ENROLLMENT CRITERIA AND PROCEDURES***

The Enrollment Criteria and Procedures section should describe how the school will attract and enroll its student body, including any criteria for admission and enrollment. Applicants must also provide assurances for a random lottery selection process.

### **Evaluation Criteria:**

A response that meets the standard will present:

- A student recruitment plan that will provide equal opportunity for all parents and students to learn about and apply to the school;
- An enrollment and admissions process that is open, fair and in accordance with applicable law; and
- A process for, and a guarantee of, a random, anonymous lottery process should there be more student applications than can be accommodated under the terms of the charter.

<b>Does Not Meet the Standard</b>	<b>Partially Meets the Standard</b>	<b>Meets the Standard</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<b>Strengths</b>	<b>Reference</b>
The application cites that all information regarding the school will be translated in Spanish to reach a growing Hispanic population.	28
<b>Concerns and Additional Questions</b>	<b>Reference</b>
The application targets students from Little Rock School District only. Therefore the admission process is not open and equitable.	28
<b>Legal Comments</b>	<b>Reference</b>
The Applicant, in three (3) different places on these two (2) pages of the Application, states that students who reside in the Little Rock School District will be given priority for enrollment. The Arkansas statutes do not provide for such a priority. Per Ark. Code Ann. § 6-23-103 (8)(B), an open-enrollment public charter school may draw its students from any public school district in Arkansas.	28-29

## ***STANDARD 12 OF APPLICATION: STAFFING PLAN***

The Staffing Plan section should describe the job duties of the school director and other key personnel. This section should also describe the professional standards that all employees will be held to.

### **Evaluation Criteria:**

A response that meets the standard will present:

- A job description for the school director and other key personnel, including but not limited to an operations director, board members, teachers, etc.;
- An outline of the professional qualifications required for administrators, teachers, counselors, etc; and
- A staffing plan that clearly outlines both the types and numbers of positions to be filled at the school and salary scales for such positions.

<b>Does Not Meet the Standard</b>	<b>Partially Meets the Standard</b>	<b>Meets the Standard</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<b>Strengths</b>	<b>Reference</b>
The application includes a leadership growth plan to be implemented at full student capacity.	29-30
<b>Concerns and Additional Questions</b>	<b>Reference</b>

### ***STANDARD 13 OF APPLICATION: BUSINESS AND BUDGETING PLAN***

The Business & Budgeting Plan section should describe how the charter school will organize its business office and manage its fiscal responsibilities.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- An appropriate plan for how the school will manage procurement activities;
- A description of the personnel required to carry out business duties, including the requisite qualifications of any proposed personnel;
- A realistic timeline and process by which the governance structure will review and adopt an annual budget; and
- A balanced budget that accurately reflects the revenue currently available to the school and expenditures for program implementation.

<b>Does Not Meet the Standard</b>	<b>Partially Meets the Standard</b>	<b>Meets the Standard</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<b>Strengths</b>	<b>Reference</b>
The application provides a detailed description of how the school will manage procurement activities. The application indicates that the school will hire a full-time Business Manager and outlines a procedure for segregation of duties with the Head of the School approving all purchases. The application lists required qualifications of the Business Manager. The Board of Trustees will approve the school's budget prepared by the Business Manager and the Head of the School. In addition, the board will appoint a Finance Committee to monitor monthly financial reports.	31-32
<b>Concerns and Additional Questions</b>	<b>Reference</b>
The revenue amounts listed on the budget template do not equal the total sources of revenue. The application indicates that revenue from NSLA is budgeted. However, the school will not receive NSLA funds for their first year of operation. The amounts budgeted under Special Education of the budget do not equal the total. The amounts budgeted under Fiscal Services of the budget do not equal the total.	65-66

## ***STANDARD 14 OF APPLICATION: FINANCIAL AND PROGRAMMATIC AUDIT PLAN***

The Financial and Programmatic Audit Plan section should provide the procedure and timeline by which an annual audit should be conducted. This section should also include an outline for the information that will need to be reported to ADE and the community.

### **Evaluation Criteria:**

A response that meets the standard will present:

- A sound plan for annually auditing school's financial and programmatic operations.

<b>Does Not Meet the Standard</b>	<b>Partially Meets the Standard</b>	<b>Meets the Standard</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<b>Strengths</b>	<b>Reference</b>
Annual audit will be conducted by the Division of Legislative Audit in compliance with Arkansas Code.	32-33
<b>Concerns and Additional Questions</b>	<b>Reference</b>

## ***STANDARD 15 OF APPLICATION: ARKANSAS PUBLIC SCHOOL COMPUTER NETWORK ASSURANCES***

The Arkansas Public School Computer Network (APSCN) Assurances section should provide documentation of the applicant's understanding of and participation in the required state educational data reporting system.

### **Evaluation Criteria:**

A response that meets the standard will present:

- Assurance that the charter school will comply with all state statutory requirements regarding the APSCN educational data reporting system.

<b>Does Not Meet the Standard</b>	<b>Partially Meets the Standard</b>	<b>Meets the Standard</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<b>Strengths</b>	<b>Reference</b>
The application assures that the school will participate in the Arkansas Public School Computer Network (APSCN) as required.	33
<b>Concerns and Additional Questions</b>	<b>Reference</b>



## ***STANDARD 16 OF APPLICATION: FACILITIES***

The Facilities section should provide an understanding of the school's anticipated facilities needs and how the school plans to meet those needs.

### **Evaluation Criteria:**

A response that meets the standard will present:

- An informed understanding of the facility needs of the school over the term of its charter.
- A realistic plan for securing a facility that is appropriate and adequate for the school's program and targeted population.
- Evidence that the school understands the costs of securing and improving a facility and has access to the necessary resources to fund the facility plan.
- A sound plan for continued operation, maintenance and repair of the facility.

For schools that will be using district-owned facilities, a response that meets the standard will present:

- Documentation that the school district and school are in agreement over the use of the facility and its equipment.

For schools that will NOT be using district-owned facilities, a response that meets the standard will present:

- Documentation that the property owner and school are in agreement over the use of the facility and its equipment;
- A statement of the facilities' compliance with applicable codes; and
- A detailed outline of any relationships between the property owner and:
  - members of the local board of the public school district where the charter school will be located;
  - the employees of the public school district where the charter school will be located;
  - the sponsor of the charter school; and
  - employees, directors and/or administrators of the charter school.

<b>Does Not Meet the Standard</b>	<b>Partially Meets the Standard</b>	<b>Meets the Standard</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<b>Strengths</b>	<b>Reference</b>
The application cites that the building will be in compliance with all state and federal regulations. There is no relationship between the property owners and the entity.	34
<b>Concerns and Additional Questions</b>	<b>Reference</b>
Please see Charter School Site Visit Report provided by the Facilities Department.	
<b>Legal Comments</b>	<b>Reference</b>
The Applicant states that it has entered into a lease agreement with the Liberty Hill Baptist Church to utilize its Educational Building for its academic facility.  The Applicant has included two (2) different lease agreements for the church property, with very different provisions. <ul style="list-style-type: none"><li>• One (1) of the leases does not include the language required by Ark. Code Ann. § 6-23-503 (b)(1), concerning</li></ul>	34

the inability of the State to be responsible for any indebtedness incurred or created by the charter school.

- The subject property, according to a letter furnished by the Applicant's real estate broker, is not currently zoned to permit its use as a public school. Apparently, a rezoning request for the property will be considered at the November 13, 2008 meeting of the Little Rock Planning Commission.
- While the Applicant is not prevented from leasing space from a religious organization, it should consider the implications of such an arrangement as to the following issues:

- The school's ability to remain non-religious in all of its programs and operations;
- the inability of the Lessor church to exercise any control over what is taught in the schools;
- the use of public funds to improve the church facility (see Ark. Code Ann. § 6-23-506);
- use public school fund moneys pursuant to Art. 14, § 2 of the Arkansas Constitution; and
- the inability of an open-enrollment public charter school to use any moneys that it receives from the State for any sectarian program (Ark. Code Ann. § 6-23-503 (a)).

The Application contains a letter from an organization entitled Self-Help, concerning the possibility of facility renovation financing. Along with the comments made in 2.) above, the applicant needs to be aware that any debt sought to be incurred by the Applicant is subject to the prior review and approval of the Commissioner of Education (Ark. Code Ann. § 6-23-401 (a)(5)).

Any facilities used by the Applicant will have to be inspected by the Division of Public School Academic Facilities and Transportation prior to any State Board of Education action on the application. All facilities must meet the requirements of the Americans with Disabilities Act and the Individuals with Disabilities Education Act. The site must also be selected and reviewed before State Board actions to ensure both adequacy for the proposed facilities as well as compliance with health, safety, building and zoning laws.

A final review of all Lease Agreements for Charter School facilities will be performed by the ADE before Board action on the Application is taken.

## ***CHARTER SCHOOL SITE VISIT REPORT***

**Date:** 9/11/08

1. **Charter School:** Little Rock Preparatory Academy
2. **Location:** 1215 South Schiller, Little Rock  
Education Building of the Liberty Hill Baptist Church
3. **General Observations:** The building is a two-story brick and steel building that has not been used in the last few years. The total square footage for both levels is approximately 15,000 sq. ft. One large room will serve as the cafeteria for the catered meals.
4. **Academic Suitability:** Individual rooms are fairly large with windows for outside lighting. The hallways and rooms will need additional, or different, lighting to provide sufficient lighting for the students.
5. **ADA Accessibility:** The building will require substantial remodeling to achieve compliance with ADA requirements.
6. **Life Safety Codes:** The fire alarm system is old and inadequate. It will need to be separate from the main building alarm system. The roof has had, and may still have, substantial leaks. Ceiling tiles on the second floor show signs of continuous leaking by the fact of their sagging due to being continuously wet. Some ceiling tiles contain mold and/or mildew.
7. **Conclusion:** The facility does not meet the full range of the most current standards as stated in the Arkansas Facility Manual. But, given waivers for the obvious non-compliance with the most current facility standards, the facility does appear to meet the most critical facility needs.
8. **Recommendation:** That facility be brought up to the full standard or waivers issued/or extended by the state board. Also, the school shall provide a Certificate of Occupancy from the City of Little Rock, which indicates it has been inspected and has passed all applicable codes, prior to occupancy.
9. **Asbestos:** The existence of asbestos in the facility is unknown. Due to the date of construction (1965), an inspection by a certified inspector was requested along with the development of an asbestos plan, in accordance with state law, prior to occupancy.

## ***STANDARD 17 OF APPLICATION: STUDENT SERVICES***

The Student Services section should describe how the school will address services for its student body.

### **Evaluation Criteria:**

A response that meets the standard will present:

- A guidance program that will serve all students;
- A health services program that will serve all students;
- A plan for a media center for use by all students;
- A transportation plan that will serve all eligible students;
- Sound plans for educating special education students that reflect the full range of programs and services required to provide such students with a high quality education;
- An alternative education plan for eligible students, including those determined to be at-risk, or those that are bilingual or have limited English proficiency; and
- Plans for a gifted and talented program for eligible students.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Strengths	Reference
Application addresses alternative education specific to English Language Learner students.	36
Concerns and Additional Questions	Reference

## ***STANDARD 18 OF APPLICATION: STUDENT SERVICES***

This section should describe how the school will address food services for its student body.

### **Evaluation Criteria:**

A response that meets the standard will present:

- A food service plan that will serve all eligible students.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
The school will participate in the federal Child Nutrition Program and will feed all students at a reasonable cost using an appropriately licensed food service provider. Sufficient funds are budgeted to support the proposed number of students for Breakfast and Lunch.	36
Concerns and Additional Questions	Reference
501 (c)(3) status for the entity has not been approved to be eligible for a USDA Child Nutrition Program. The applicant should take caution when listing the use of food as a reward as it relates to Standard 8.01, in Nutrition and Physical Rules. It is suggested that the applicant contact the Child Nutrition Unit at ADE regarding the USDA Child Nutrition Program. The application is not specific on programs to be offered by the charter school (Breakfast, Lunch, Afterschool Snack).	70, 17

### ***STANDARD 19 OF APPLICATION: PARENTAL INVOLVEMENT***

The Parental Involvement section should describe how parents or guardians of enrolled students will make a positive impact on the school and its educational program.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- A plan for involving parents and guardians in the school's education programs.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Strengths	Reference
The application exceeds the required Standard for Parent-Teacher conferences. Parental involvement is mentioned throughout the application.	36
Concerns and Additional Questions	Reference

### ***STANDARD 20 OF APPLICATION: WAIVERS***

The Waivers section should provide describe any waiver from local or state law for which the charter is seeking.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- A persuasive explanation of any waiver requests; and
- A compelling description of how the school will address any waivers.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Strengths	Reference
Compelling reasons/descriptions of waiver requests are provided.	
Concerns and Additional Questions	Reference
Legal Comments	Reference
Ark. Code Ann. §§ 6-15-1004, 6-17-401 and 6-17-902 and Section 15.03 of the Department's Rules Governing Standards for Accreditation for Public School Districts: <ul style="list-style-type: none"><li>• The State Board may (but is not required to) waive the teacher certification requirement. However, the Board may not waive the requirements that charter school teachers have a bachelor's degree and meet content</li></ul>	

knowledge requirements if they teach core subjects.

- No waiver shall be granted to any Arkansas statutes nor Department rules concerning requirements for highly qualified teachers.
- The ADE Rule Governing the Arkansas Comprehensive Testing, Assessment and Accountability Program, Sections 5.02.4 and 5.03.2, requires that standardized assessments be administered according to procedures established by the ADE. The ADE's procedures require that certified teachers administer the standardized assessments. Violations of such procedures are subject to sanctions by the State Board pursuant to Ark. Code Ann. § 6-15-438. All teachers and school personnel must submit to the criminal background checks.

Ark. Code Ann. § 6-17-919 ("Warrants void without valid certificate and contract"): Under Ark. Code Ann. § 6-17-919, the only requirement which would be waived is the ability to pay a teacher's salary only upon filing of a teacher's certificate with the county clerk's office, if the requirement of a teacher's certificate is waived for such teacher.

Rules Governing Expenditure Requirements by Arkansas Public Schools: Ark. Code Ann. § 6-20-2203, concerning the requirement of a uniform budget and accounting systems, is applicable to open-enrollment public charter schools and cannot be waived.

Section 9.03.3.11 of the Rules Governing Standards for Accreditation (concerning the teaching of ½ unit of Arkansas history in high school if not taught in Grades 7 or 8): This waiver cannot be granted, as it affects the provision of the thirty-eight (38) units of credit (See Ark. Code Ann. § 6-23-401 (b)).

### ***STANDARD 21 OF APPLICATION: DESEGREGATION ASSURANCES***

The Desegregation Assurances section should describe the applicant's understanding of applicable statutory and regulatory obligations to create and maintain a unitary system of desegregated public schools.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- Assurance that the charter school will comply with all applicable federal and state statutory and regulatory requirements regarding the creation and maintenance of desegregated public schools; and
- An outline of the potential impact of the proposed charter school on those desegregation efforts already in place in affected public school districts.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Strengths	Reference
The application includes an assurance statement regarding desegregation.	39
Concerns and Additional Questions	Reference

#### ***ADDITIONAL COMMENTS:***

October 15, 2008

Dr. Mary Ann D. Brown  
Charter School Office  
Four Capitol Mall, Room 305-B  
Little Rock, AR 72201

RECEIVED  
OCT 14 2008  
CHARTER SCHOOL OFFICE

Re: Little Rock Preparatory Academy Charter School  
*Responses to Arkansas Department of Education Letter dated September 26,  
2008*

Dear Dr. Brown:

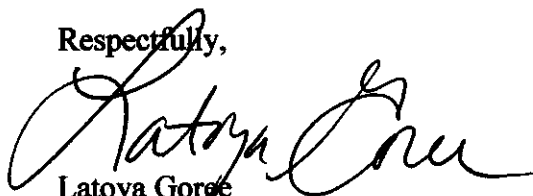
On behalf of the planning team for Little Rock Preparatory Academy, I would like to thank you, the Charter School Office, and the Arkansas Department of Education for your consideration of our charter school application and the opportunity to provide further detail and clarification on our proposal. In response to all questions and concerns, enclosed please find a written response to the evaluation provided in your September 26<sup>th</sup> letter along with related attachments.

We have restated your concerns and additional questions for your convenience. After each, we have provided our response and, where appropriate, reference an attachment to this letter and/or a revision to the application narrative.

We are grateful for the opportunity to provide a charter application proposal that seeks as its core mission to close the academic achievement gap for some of Little Rock's most underachieving and underperforming students at the middle school level. Our mission – to make college an opportunity for every child regardless of background – is one which we are proud to bring to the community, and one which unites us as we work relentlessly to close the academic achievement gap that so many urban communities are facing.

Thank you for your consideration as we provide on the following pages full response to all items raised per the review of our application. We look forward to answering any additional questions you might have.

Respectfully,



Latoya Gorée  
Lead Founder, Little Rock Preparatory Academy



# **Responses to Arkansas Department of Education Little Rock Preparatory Academy**

## **Part 1: PRE-APPLICATION MATERIALS**

**Meets the Standard**

**Concerns and Additional Questions:**

*The letter of intent lacks a description of the location. Applicant only cites the city where the school will be located. (Reference: Letter of Intent)*

**Response:**

At the time the Letter of Intent was written and mailed to the Department of Education, a specific location had not been identified. We have since identified a location for the school - 1215 Schiller Street, Little Rock, AR, which is located in the South Midtown area of Little Rock. A full description of the location can be found in the application on page 34 (as well as in all Attachments of Application noted below) and is provided here for your review and clarification.

Little Rock Prep has successfully entered into a lease agreement with Liberty Hill Baptist Church to utilize its Educational Building, located at the corner of 12<sup>th</sup> and Schiller Street in Little Rock. There is no affiliation, family ties, or other relationships between the Lessor and the Lessee for use of this facility. For the past three years, the facility has not been in use, but previously was used as classroom and office space for the church's ministries. The Facility Utilization Agreement is included as required **Attachment 3**. We have also included a full lease agreement between the lessor and lessee in required **Attachment 9**, along with a lease agreement addendum in **Attachment 1**. In addition, there are no alcohol sales within 1000 feet of the educational facility. (Application, page 34)

## **Part 2: REQUIRED INFORMATION**

**Standards 1 and 2: Public Hearing Results**

**Partially Meets the Standard**

**Concerns and Additional Questions:**

*A copy of the document sent to superintendents and boards of contiguous districts informing of the hearing is not provided. (No reference)*

**Response:**

A copy of the letter that was provided as Attachment C, which was addressed to the Little Rock Schools District (LRSD) superintendent, also was addressed and mailed via certified mail to all board members and superintendents of the local school district and the contiguous districts. For clarification, we have attached as Response Attachment 1

letters that were mailed to the superintendents and boards of contiguous districts with original signatures.

#### **Standard 4: Mission Statement**

**Partially Meets the Standard**

##### *Concerns and Additional Questions:*

*There is no statement of how the mission will be measured. (No reference)*

##### **Response:**

Our mission statement will be measured by student mastery of the core subjects as determined by our internal performance goals that are outlined within the accountability plan and which can be found on pages 18-20 of the charter application. A full excerpt of the measures of the Accountability Plan can be found in the application on pages 18-20 and is provided here for your review and clarification.

Our mission is to prepare middle school students to excel in high school, college and beyond by providing high-quality middle school education. To support this mission, and in full accordance with the intent of Arkansas Charter Law and federal No Child Left Behind legislation, Little Rock Preparatory Academy's Accountability Plan outlines six Academic Performance Goals and three Organizational goals. Each Goal is accompanied by clear and compelling objective measures.

##### **Academic Goals**

**Performance Goal 1:** Students demonstrate proficient or advanced skills in Reading.

- **Measure:** 75% of Little Rock Prep students who have attended the school for two or more years will score in the Proficient or Advanced category on the Augmented Benchmark Examination Reading segment in grade 8, 65% of students in grade 7, and 50% of students in grade 6.
- **Measure:** The percentage of Little Rock Prep students who have attended the school for two or more years who attain an Augmented Benchmark Exam Reading score of Proficient or Advanced in the 7<sup>th</sup> and 8<sup>th</sup> grade will exceed the average percentage for the Little Rock School District by at least 15%.
- **Measure:** Each sub-group of students will make Adequate Yearly Progress in reading as defined by the No Child Left Behind legislation.
- **Measure:** In a cohort analysis of longitudinal growth, the average annual increase of percentiles among Little Rock Prep students on the Terra Nova Reading test will average 5 percentiles per year until the average percentile score reaches 75.<sup>1</sup>

**Performance Goal 2:** Students will demonstrate proficient or advanced literacy skills in Reading Comprehension.

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<sup>1</sup> Scores will be based on same-student grade-level cohorts evaluated in June of each year, except when it is necessary to evaluate new students in September upon entering the school. Percentile scores will be converted into NCEs, averaged, and then returned to percentile scores to ensure statistical accuracy. Scores will be available for reporting to department of education and other interested parties in both NCEs and Percentile scores. These procedures apply Terra Nova goals in Reading, Writing, and Math.

- **Measure:** 75% of Little Rock Prep students who have attended the school for two or more years will score in the Proficient or Advanced category on the Augmented Benchmark Examination Reading Comprehension segment in grade 8, 65% of students in grade 7, and 50% of students in grade 6.
- **Measure:** The percentage of Little Rock Prep students who have attended the school for two or more years who attain an Augmented Benchmark Exam Reading score of Proficient or Advanced in the 7<sup>th</sup> and 8<sup>th</sup> grade will exceed the average percentage for the Little Rock School District by at least 15%.
- **Measure:** Each sub-group of students will make Adequate Yearly Progress in reading comprehension as defined by the No Child Left Behind legislation.
- **Measure:** In a cohort analysis of longitudinal growth, the average annual increase of percentiles among Little Rock Prep students on the Terra Nova Reading test will average 5 percentiles per year until the average percentile score reaches 75.<sup>2</sup>

**Performance Goal 3:** Students will demonstrate proficient or advanced skills in Mathematics.

- **Measure:** 75% of Little Rock Prep students who have attended the school for two or more years will score in the Proficient or Advanced category on the Augmented Benchmark Examination in Mathematics in grade 8, 65% of students in grade 7, and 50% of students in grade 6.
- **Measure:** The percentage of Little Rock Prep students who have attended the school for two or more years who attain an Augmented Benchmark Exam Mathematics score of Proficient or Advanced in the 7<sup>th</sup> and 8<sup>th</sup> grade will exceed the average percentage for the Little Rock School District by at least 15%.
- **Measure:** Each sub-group of students will make Adequate Yearly Progress in mathematics as defined by the No Child Left Behind legislation.
- **Measure:** In a cohort analysis of longitudinal growth, the average annual increase of percentiles among Little Rock Prep students on the Terra Nova Mathematics test will average 5 percentiles per year until the average percentile score reaches 75.<sup>3</sup>

**Performance Goal 4:** Students will demonstrate proficient or advanced skills in Mathematics Reasoning.

- **Measure:** 75% of Little Rock Prep students who have attended the school for two or more years will score in the Proficient or Advanced category on the Augmented Benchmark Examination for Mathematics Reasoning in grade 8, 65% of students in grade 7, and 50% of students in grade 6.
- **Measure:** The percentage of Little Rock Prep students who have attended the school for two or more years who attain an Augmented Benchmark Exam Mathematics Reasoning

<sup>2</sup> Scores will be based on same-student grade-level cohorts evaluated in June of each year, except when necessary to evaluate new students in September upon entering the school. Percentile scores will be converted into NCEs, averaged, and then returned to percentile scores to ensure statistical accuracy. Scores will be available for reporting to department of education and other interested parties in both NCEs and Percentile scores. These procedures apply Terra Nova goals in Reading, Writing, and Math.

<sup>3</sup> Scores will be based on same-student grade-level cohorts evaluated in June of each year, except when necessary to evaluate new students in September upon entering the school. Percentile scores will be converted into NCEs, averaged, and then returned to percentile scores to ensure statistical accuracy. Scores will be available for reporting to department of education and other interested parties in both NCEs and Percentile scores. These procedures apply Terra Nova goals in Reading, Writing, and Math.

score of Proficient or Advanced in the 7<sup>th</sup> and 8<sup>th</sup> grade will exceed the average percentage for the Little Rock School District by at least 15%.

- **Measure:** Each sub-group of students will make Adequate Yearly Progress in mathematics reasoning as defined by the No Child Left Behind legislation.
- **Measure:** In a cohort analysis of longitudinal growth, the average annual increase of percentiles among Little Rock Prep students on the Terra Nova Mathematics test will average 5 percentiles per year until the average percentile score reaches 75.<sup>4</sup>

**Performance Goal 5:** Students will demonstrate proficient or advanced skills in Science.

- **Measure:** Each cohort of Little Rock Preparatory Academy students will make Adequate Yearly Progress in Science as defined by the No Child Left Behind legislation.
- **Measure:** Longitudinal growth will be measured by 5 percentiles of annual growth of Little Rock Prep students on the Terra Nova every year until 100% of students have demonstrated proficient or advanced.

**Performance Goal 6:** Students will demonstrate proficient or advanced skills in Social Studies.

- **Measure:** Each cohort of Little Rock Preparatory Academy students will make Adequate Yearly Progress in Social Studies as defined by the No Child Left Behind legislation.
- **Measure:** Longitudinal growth will be measured by 5 percentiles of annual growth of Little Rock Prep students on the Terra Nova.

Our performance-based goals drive our objective measures and will evidence the improved academic achievement of our students as they demonstrate proficiency and mastery in the core subjects and as they make adequate yearly progress each year. All of our goals are in compliance with the Arkansas Curriculum Frameworks, which will help us to reach our organizational mission and will ensure that we meet the expectations of the federal No Child Left Behind legislation.

Little Rock Prep will comply with and participate in all state-required testing. The school's testing schedule will include the Augmented Benchmark Examination, the Terra Nova, and six-week internal assessments. (Application pages 18-20)

## **Standard 9: Geographical Service Area**

## **Meets the Standard**

### *Concerns and Additional Questions:*

*No data is used to support the description of the geographical area to be served by the charter school. (No reference)*

### **Response:**

Within the educational need section of our charter application on page 3 and pages 9-10, we have identified the geographical area that we primarily expect to serve as within the 72206 zip code of Little Rock. An excerpt of the data used to support the description of

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<sup>4</sup> Ibid.

the geographical area to be served can be found in the application on pages 18-20 and is provided here as excerpt for your review and clarification.

#### **Need**

A compelling need for a highly structured, college preparatory middle school exists in downtown Little Rock, as there is a steady and chronic decline in student academic

	39%	36%
	37%	27%
	46%	18%

performance at the middle school level. District performance on the 2007 Arkansas Benchmark Exams<sup>5</sup> indicate a small percentage of economically disadvantaged students progressing in mastering literacy and mathematics, yet with the majority of students in our target population unable to evidence proficiency or mastery in core subjects. With some recent progress in literacy skills, data shows economically disadvantaged students continue to fail in this core subject.

Little Rock Prep will accept all grade-level eligible students within Little Rock and will target its enrollment strategies to students in low-income communities, particularly central/downtown Little Rock. The population here is 52% African American, 46% White, 0.4% Asian, 1.3% Hispanic 0.4% other and 3.6% speak a language other than English at home. School-aged children make up 25% of the population and 35% of families and individuals living in this area live at or below the poverty level. In 2000, 27% of adult residents dropped out of high school before achieving a high school diploma. (Application page 3)

... Little Rock Preparatory Academy's goal is to provide a rigorous learning environment that will pave the way for middle school students to perform at high academic levels in high school as they prepare to go on to college. Currently, in Little Rock, 64% of the total adult population has not attained a college degree. Of this percentage, 36% drop out of high school, 24% begin college but do not go on to complete college, and 4% attain an associate's degree.<sup>6</sup> According to these statistics, 36% of Little Rock residents graduate from college. This means that only 1 out of 3 people actually achieve a college degree. This lack of adult academic achievement, without strategic intervention, impacts the academic trajectory of the students in this community. A college preparatory education has become necessary for higher economic attainment, and will transform the lives of students in Little Rock's most underserved communities.

#### **Need for Small Middle School**

Current Census 2000 data regarding student enrollment within the central Little Rock 72206 zip code indicates that middle schools serve 600-850 students. For some students, and particularly students within our target community, such a large school size can lead to academic disengagement and irresponsible behavior. An abundance of research indicates

<sup>5</sup> Reflects 2007 data for students who qualify for Free and Reduced Lunch on the NORMES report card: <http://normessasweb.uark.edu/schoolperformance/District/DRCy3.php>.

<sup>6</sup> Data taken from 2000 U.S. Census information for residents within Little Rock, AR zip code 72206.

that small size is beneficial to school safety and high student academic achievement.<sup>7</sup> We remain committed to the success of each student, and we know that small class size, when woven with other elements of the school, can provide academic success for even the most at-risk student. Such small groupings enable school leaders, teachers, and all support staff to develop caring and, most importantly, strong educational ties to each of our students. Serving a maximum capacity of 432 students, and growing slowly one grade per year, at Little Rock Prep, every student will know every teacher, and every teacher will know every student. Students will have a connection to the entire Little Rock Prep community which will support the academic and behavioral goals of the school and will instill the school's core PUSH values - Perseverance, Urgency, Scholarship, and Honesty.

#### Need for Student Achievement

Two middle schools serve the urban student population in downtown Little Rock. In both schools, students are performing at basic levels and struggling to reach proficiency. In 2007, one of these schools was in its fourth year of school improvement, which means that 50% of the schools available to students living in this area are not performing at a level necessary for student academic success.

For students to graduate from high school, gain acceptance into college, and be able to produce high quality results in college, achievement in the middle school years in literacy and mathematics must be significantly improved. By reaching students before the start of high school and improving their skills in the core subjects, students will be better prepared with the middle school foundation to enter into and succeed within the necessary high school courses that lead to college entry and success.

Review of student achievement results indicate a steady decline of students performing proficient and above on the math portion of the Arkansas Benchmark Exams.<sup>8</sup> Although there has been some progress with students gaining mastery of literacy, data shows that economically disadvantaged students are failing in both areas.

	39%	36%
	37%	27%
	46%	18%

Students residing in the downtown Little Rock area are often left without sufficient access to educational preparation that meets their aspirations. If we take into consideration the Little Rock Central High 50<sup>th</sup> year celebration, we celebrated the courageousness of the Little Rock Nine. All of these young men and women set out to take advantage of an education alternative that would provide them with a better quality education. Little Rock Prep will provide such a choice to families residing and raising families in Little Rock.

<sup>7</sup> K. Cotton, *Affective and Social Benefits of Small-Scale Schooling*. ERIC Digest. Charleston, WV: ERIC Clearinghouse on Rural Education and Small Schools, 1996. C. Howley, *The Academic Effectiveness of Small-Scale Schooling (An Update)*. ERIC Digest. Charleston, WV: ERIC Clearinghouse on Rural Education and Small Schools, 1994. Blum, Robert. Interview. *Talk of the Nation*. National Public Radio, 2 September 2002.

<sup>8</sup> 2007 NORMES report card: <http://normessasweb.uark.edu/schoolperformance/District/DRCy3.php>

Little Rock Prep will expand the educational options currently unavailable to urban students living in this area by providing an additional middle school choice, focused on closing the achievement gap and providing a college preparatory middle school education to some of Little Rock's most at-risk and disadvantaged students. The school's academic program is specifically designed to enhance the quality of education offered to these students by preparing them to acquire the requisite skills, content knowledge, and character needed to excel in public and private college preparatory high schools in the area. (Application pages 18-20)

**Standard 11: Enrollment Criteria and Procedures**

**Partially Meets the Standard**

*Concerns and Additional Questions:*

*The application targets students from Little Rock School District only. Therefore the admission process is not open and equitable (Reference 28).*

*Legal Comments:*

*The Applicant, in three (3) different places on these two (2) pages of the Application, states that students who reside in the Little Rock School District will be given priority for enrollment. The Arkansas statutes do not provide for such a priority. Per Ark. Code Ann. 6-23-103 (8)(B), an open enrollment public charter school may draw its students from any public school district in Arkansas. (Reference 28-29)*

**Response:**

To fully comply with Ark. Code Ann. 6-23-103 (8)(B), Little Rock Preparatory Academy will practice open and equitable enrollment procedures. Although Little Rock Preparatory Academy will be located within the Little Rock School District, we will draw and accept our students from any public school district in Arkansas. For your clarification, we have revised the language of the application regarding enrollment and provide such revision below.

*Original Language:* Little Rock Prep seeks a charter from the Arkansas Department of Education. As a result, Little Rock Prep will be a public school within the Little Rock School District, and expects enrollment from students within that district. In the event that students who reside in other districts apply for admission, priority will be given to families who reside within the Little Rock School District. (Application page 28)

*Revised Language:* Little Rock Prep seeks a charter from the Arkansas Department of Education. In accordance with Ark. Code Ann. 6023-103(8)(B), Little Rock Prep will be an open enrollment public charter school and may draw its students from any public charter school district in Arkansas.

*Original Language:* Priority for enrollment will be given only to students who reside in the Little Rock School District and for siblings of enrolled students. (Application page 28)

**Revised Language:** Little Rock Prep will be an open enrollment public charter school and may draw its students from any public charter school district in Arkansas.

**Original Language:** Little Rock Prep will hold a lottery to identify admitted students and prioritize the waiting list. The lottery will be held publicly on March 15, approximately two (2) weeks after the application deadline. Students' names will be drawn randomly, with preference given to students residing in the Little Rock School District and siblings of students already enrolled in the school. (Application page 29)

**Revised Language:** Little Rock Prep will hold a lottery to identify admitted students and prioritize the waiting list. The lottery will be held publicly on March 15, approximately two (2) weeks after the application deadline. Students' names will be drawn randomly, with preference given to siblings of students already enrolled in the school.

**Standard 13: Business and Budgeting Plan**

**Partially Meets the Standard**

**Concerns and Additional Questions:**

*The revenue amounts listed on the budget template do not equal the total sources of revenue. The application indicates that revenue from NSLA is budgeted. However, the school will not receive NSLA funds for their first year of operation. The amounts budgeted under Special Education of the budget do not equal the total. The amounts budgeted under Fiscal Services of the budget do not equal the total. (References 65-66)*

**Response:**

Our total sources of revenue that we have accounted for in the application's proposed budget include Per Pupil Revenue, Child Nutrition Program for meals, Title I funding, the Federal Implementation Grant, and the Walton Family Foundation Grant. The total sources of this revenue are \$991,112.

Per the advisement of the Arkansas Department of Education Charter School Office Charter Applicant Workshop conducted in June 2008, we chose not to budget for the \$36 Enhancement funding as identified in the application.

Per the advisement of the Arkansas Department of Education Charter School Office Charter Applicant Workshop conducted in June 2008 and for clarification regarding Child Nutrition Funding, Child Nutrition was budgeted for meals, including breakfast, lunch, and Afterschool snack for Year 1. We did not budget for NSLA Professional Development funding for Year 1, and only included this funding for Year 2 since this funding is provided during the following year as based on the prior year's average daily membership (ADM).



In response to miscalculations in the budget template for Special Education and Fiscal Services, we have provided a revised Budget Template with adjusted calculations as Response Attachment 2.

**Standard 16: Facilities**

**Partially Meets the Standard**

**Concerns and Additional Questions:**

*Please see Charter School Site Visit Report provided by the Facilities Department.*

*From Charter Schools Site Visit Report*

*Conclusion: The facility does not meet the full range of the most current standards as sates in the Arkansas Facility Manual. But, given waivers of the obvious non-compliance with the most current facility standards, the facility does appear to meet the most critical facility needs.*

*Recommendation: Tat facility be brought up to the full standards or waivers issued/or extended by the state board. Also, the school should provide a Certificate of Occupancy from the City of Little Rock, which indicates it has been inspected and has passed all applicable codes, prior to occupancy.*

*Asbestos: The existence of asbestos in the facility is unknown. Due to the date of construction (1965), an inspection by a certified inspector was requested along with the development of an asbestos plan, in accordance with state law, prior to occupancy.*

**Legal Comments:**

*The Applicant states this it has entered into a lease agreement with the Liberty Hill Baptist Church to utilize its Educational Building for its academic facility.*

*The Applicant has included two (2) different lease agreements for the church property, with very different provisions.*

- *One (1) of the leases does not include the language required by Ark. Code Ann. 6-23-503 (b)(1), concerning the inability of the State to be responsible for any indebtedness incurred or created by the charter school.*
- *The subject property, according to a letter furnished by the Applicant's real estate broker, is not currently zoned to permit its use as a public school. Apparently, a rezoning request for the property will be considered at the November 13, 2008 meeting of the Little Rock Planning Commission.*
- *While the Applicant is not prevented from leasing space from a religious organization, it should consider the implications of such an arrangement as to the following issues:*
  - *The school's ability to remain non-religious in all of its programs and operations;*

- *The inability of the Lessor church to exercise any control over what is taught in the schools;*
- *The use of public funds to improve the church facility (see Ark. Code Ann. 6-23-506);*
- *Use of public fund moneys pursuant to Art. 14, 2 of the Arkansas Constitution; and*
- *The inability of an open-enrollment public charter school to use any moneys that it receives from the State for any sectarian program (Ark. Code Ann. 6-23-401 (a)(5)).*

*The Application contains a letter from an organization entitled Self-Help, concerning the possibility of facility renovation financing. Along with the comments made in 2) above, the applicant needs to be aware that any debt sought to be incurred by the Applicant is subject to the prior review and approval of the Commissioner of Education (Ark. Code Ann. 6-23-401 (a)(5)).*

*Any facilities used by the Applicant will have to be inspected by the Division of Public School Academic Facilities and Transportation prior to any State Board of Education action on the application. All facilities must meet the requirements of the American with Disabilities Act and the Individuals with Disabilities Act. The site must also be selected and reviewed before State Board actions to ensure both adequacy for the proposed facilities as well as compliance with health, safety, building and zoning laws.*

*A final review of all Lease Agreements for Charter School facilities will be performed by the ADE before Board action on the Application is taken.*

**Response:**

In response to the ADE Charter School Site Visit Report, we will ensure that our facility is brought up to the full standard for public school facilities or request the appropriate waivers. Prior to occupancy, we will provide the state board with a Certificate of Occupancy from the City of Little Rock.

In response to the Legal Comments regarding the facility, we reassure the State Board of Education that there are no self-dealings between the church and Little Rock Prep and that we will remain non-sectarian in all of our programs, as we are a public school. We are also aware that we must gain approval from the state before debts are incurred.

Additionally, we will utilize the required lease by the State Board of Education as our official lease agreement between Liberty Hill Baptist Church and Little Rock Preparatory Academy. However, if the charter is approved by the State Board of Education, we would like to request that specific language that is outlined in the lease agreement addendum between Liberty Hill Baptist Church and Little Rock Preparatory Academy be incorporated into the SBE official lease agreement:

- LRPA agrees to provide renovations to the Education Building (located on the North Side of LH) at their sole cost and expense. LRPA understands and agrees

that it will not be reimbursed by LH for any renovations or improvements to the Education Building. Contemplated renovations include, but are not limited to:

- Renovation or replacement of the HVAC system
- Renovation of the bathrooms on both floors to provide adequate plumbing for a school assemblage of +/- 100 students.
- LH reserves the sole right to approve any and all renovations, which approval shall not be unreasonably withheld.
- LRPA is responsible for any loss or damage to the Educational Building which results from LRPA renovations. Monetary damages shall be limited to the amount necessary to remedy the defect(s), as agreed upon by both parties named in this agreement.
- LRPA agrees to pay the costs associated with utilities for the building.
- LRPA agrees to comply with any LH rules and policies, including but not limited to, instructions for care of LH property and permanent display of LH signage. LH rules and policies are considered part of this Agreement. LH may make reasonable changes to its rules and policies, effective immediately, as long as notice of changes is provided by LRPA.

**Other Provisions:**

- Education Building Access: Right to Enter. LH or its agents may enter the Education Building as necessary for the purpose of inspection or in case of emergency.
- Dispute Resolution. The Parties agree that they will make a good faith attempt to resolve any dispute arising under this Agreement within reasonable time after the occurrence of the disagreement, before instituting legal action. Such good faith attempt shall include, but not be limited to, elevating the issue to management personnel of each Party who have the power to settle the dispute on behalf of the Party.

**STANDARD 18: Students Services**

**Partially Meets the Standard**

*Concerns and Additional Questions:*

*501(c)(3) status for the entity has not been approved to be eligible for a USDA Child Nutrition Program. The applicant should take caution when listing the use of food as a reward as it relates to Standard 8.01, in Nutrition and Physical Rules. It is suggested that the applicant contact the Child Nutrition Unit at ADE regarding the USDA Child Nutrition Program. The applicant is not specific on programs to be offered by the charter school (Breakfast, Lunch, and Afterschool Snack). (Reference 70, 17)*

**Response:**

To be eligible for the USDA Child Nutrition Program, we understand that our non-profit status must be approved by the federal government. Our application for 501(c)(3) status has been received by the IRS and is currently being reviewed.

After having discussed the USDA Child Nutrition Program with a representative from the ADE Child Nutrition Unit, we understand that the use of food as a reward is not an appropriate incentive method because it can impact overeating for a lifetime. Because of the current research that supports this theory, we will find alternative incentive methods for our students. For your clarification, we have revised the language of the application in this regard and provide such revision below.

*Original Language:* PUSH Dollars may be used to determine individual rewards such as access to field trips and ice cream socials. (Application page 17)

*Revised Language:* PUSH Dollars may be used to determine individual rewards such as access to field trips.

## **STANDARD 20: Waivers**

## **Meets the Standard**

### *Legal Comments:*

*Ark. Code Ann. 6-15-1004, 6-17-401 and 6-17-902 and Section 15.03 of the Department's Rules Governing Standards for Accreditation for Public School Districts:*

- *The State Board may (but is not required to) waive the teacher certification requirement. However, the Board may not waive the requirements that charter school teachers have a bachelor's degree and meet content knowledge requirements if they teach core subjects.*
- *No waiver shall be granted to any Arkansas statutes nor Department rules concerning requirements for highly qualified teachers.*
- *The ADE Rule Governing the Arkansas Comprehensive Testing, Assessment and Accountability Program, Sections 5.02.4 and 5.03.2, requires that standardized assessments be administered according to procedures established by the ADE. The ADE's procedures require that certified teachers administer the standardized assessments. Violations of such procedures are subject to sanctions by the State Board pursuant to Ark. Code Ann. 6-15-438. All teachers and school personnel must submit to the criminal background checks.*

*Ark. Code Ann. 6-17-919 ("Warrants void without valid certificate and contract"):*  
*Under Ark. Code Ann. 6-17-919, the only requirement which would be waived is the ability to pay a teacher's salary only upon filing of a teacher's certificate with the county clerk's office, if the requirement of a teacher's certificate is waived for such teacher.*

*Rules Governing Expenditure Requirements by Arkansas Public Schools: Ark. Code Ann. 6-20-2203, concerning the requirement of a uniform budget and accounting systems, is applicable to open-enrollment public charter schools and cannot be waived.*

*Section 9.03.3.11 of the Rules Governing Standards for Accreditation (concerning the teaching of ½ unit of Arkansas history in high school if not taught in Grades 7 or 8): This*

*waiver cannot be granted, as it affects the provision of the thirty-eight units of credit (See Ark. Code Ann. 6-23-401 (b)).*

**Response:**

We recognize all legal requirements regarding accreditation and teacher certification as outlined above and in Ark. Code Ann. 6-15-1004, 6-17-401 and 6-17-902 and Section 15.03 of the Department's Rules Governing Standards for Accreditation for Public School Districts.

**Little Rock Preparatory Academy  
Open Enrollment Charter Application  
Arkansas Department of Education Responses  
Attachments**

**Response Attachment 1-Letters to Superintendents and Board Members of Local District and Contiguous Districts Announcing Public Meeting (23 pages)**

**Response Attachment 2-Revised Budget Template (4 pages)**

July 21, 2008

Dear Ms. Curry:

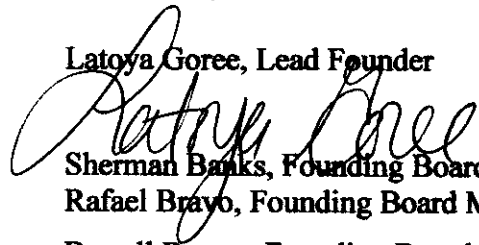
In accordance with the Arkansas State Board of Education Public Charter School application requirements, this letter serves to announce a public meeting for the purpose of assessing support for the establishment of Little Rock Preparatory Academy, a proposed open-enrollment charter school for students in grades 5-8. The public meeting will be held on August 8, 2008, 6:00pm, at St. John Missionary Baptist Church-Fellowship Hall, located at 2501 Main Street in Little Rock, AR.

Little Rock Preparatory Academy is a proposed open-enrollment charter school that anticipates opening August 2009 with 100 5th grade students and growing to serve students a maximum enrollment of 400 students in grades 5-8. Little Rock Preparatory Academy will be centrally located in the urban community of Little Rock, is designed to close the achievement gap for some of Little Rock's most disadvantaged students, and holds a college preparatory mission for every student.

Sincerely,

The Founding Board for Little Rock Preparatory Academy, a proposed charter school for Little Rock, AR

Latoya Goree, Lead Founder



Sherman Banks, Founding Board Member

Rafael Bravo, Founding Board Member

Darrell Brown, Founding Board Member

Amber Harbin, Founding Board Member

Sara Himelfarb, Founding Board Member

Angela Webster Smith, Founding Board Member

Shelby Smith, Founding Board Member

Charles Stewart, Founding Board Member

July 21, 2008

Dear Mr. Berkley:

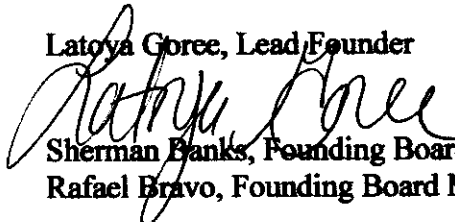
In accordance with the Arkansas State Board of Education Public Charter School application requirements, this letter serves to announce a public meeting for the purpose of assessing support for the establishment of Little Rock Preparatory Academy, a proposed open-enrollment charter school for students in grades 5-8. The public meeting will be held on August 8, 2008, 6:00pm, at St. John Missionary Baptist Church-Fellowship Hall, located at 2501 Main Street in Little Rock, AR.

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Latoya Goree, Lead Founder



Sherman Banks, Founding Board Member

Rafael Bravo, Founding Board Member

Darrell Brown, Founding Board Member

Amber Harbin, Founding Board Member

Sara Himelfarb, Founding Board Member

Angela Webster Smith, Founding Board Member

Shelby Smith, Founding Board Member

Charles Stewart, Founding Board Member



July 21, 2008

Dear Mr. Armstrong:

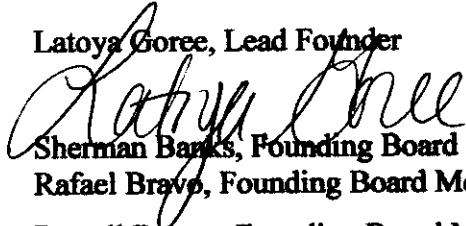
In accordance with the Arkansas State Board of Education Public Charter School application requirements, this letter serves to announce a public meeting for the purpose of assessing support for the establishment of Little Rock Preparatory Academy, a proposed open-enrollment charter school for students in grades 5-8. The public meeting will be held on August 8, 2008, 6:00pm, at St. John Missionary Baptist Church-Fellowship Hall, located at 2501 Main Street in Little Rock, AR.

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Amber Harbin, Founding Board Member

Sara Himelfarb, Founding Board Member

Angela Webster Smith, Founding Board Member

Shelby Smith, Founding Board Member

Charles Stewart, Founding Board Member

July 21, 2008

Dear Ms. Mitchell:

In accordance with the Arkansas State Board of Education Public Charter School application requirements, this letter serves to announce a public meeting for the purpose of assessing support for the establishment of Little Rock Preparatory Academy, a proposed open-enrollment charter school for students in grades 5-8. The public meeting will be held on August 8, 2008, 6:00pm, at St. John Missionary Baptist Church-Fellowship Hall, located at 2501 Main Street in Little Rock, AR.

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Amber Harbin, Founding Board Member

Sara Himelfarb, Founding Board Member

Angela Webster Smith, Founding Board Member

Shelby Smith, Founding Board Member

Charles Stewart, Founding Board Member

July 21, 2008

Dear Mr. Kurrus:

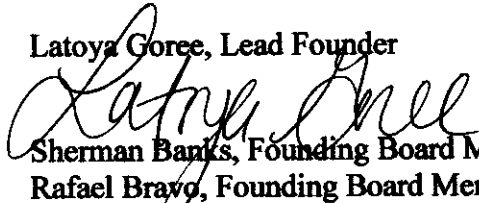
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Latoya Goree, Lead Founder



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Rafael Bravo, Founding Board Member

Darrell Brown, Founding Board Member

Amber Harbin, Founding Board Member

Sara Himelfarb, Founding Board Member

Angela Webster Smith, Founding Board Member

Shelby Smith, Founding Board Member

Charles Stewart, Founding Board Member

July 21, 2008

Dear Ms. Fox:

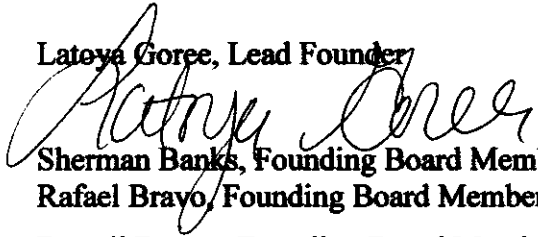
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July 21, 2008

Dear Mr. Sharpe:

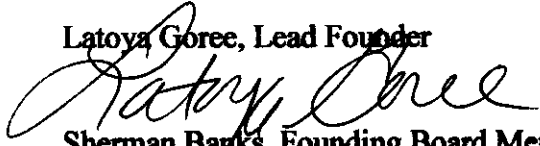
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July 21, 2008

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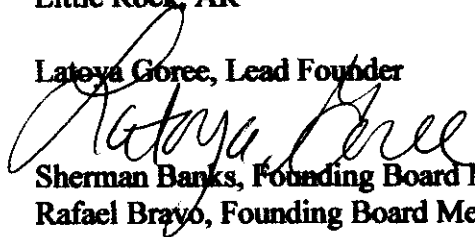
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July 21, 2008

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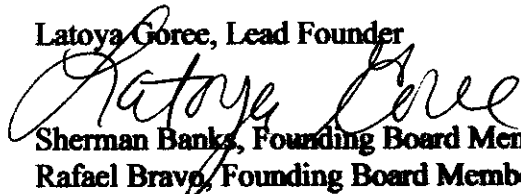
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July 21, 2008

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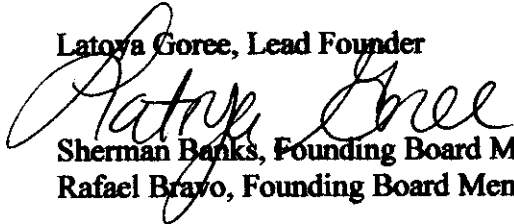
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July 21, 2008

Dear Mr. Wood:

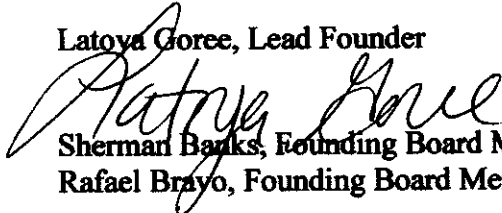
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July 21, 2008

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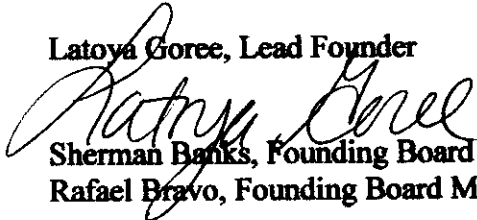
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July 21, 2008

Dear Mr. Vasquez:

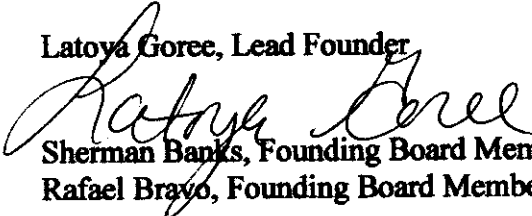
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July 21, 2008

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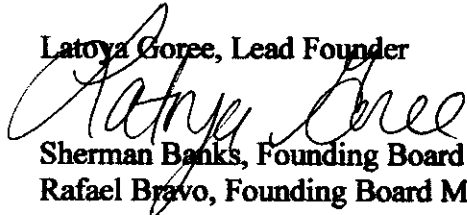
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July 21, 2008

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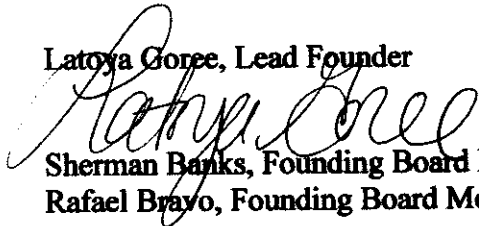
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July 21, 2008

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July 21, 2008

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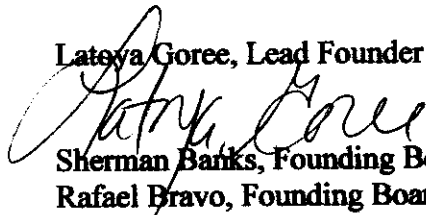
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July 21, 2008

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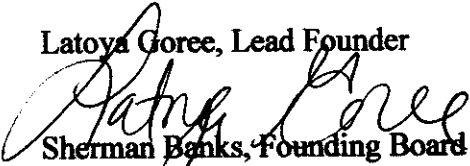
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July 21, 2008

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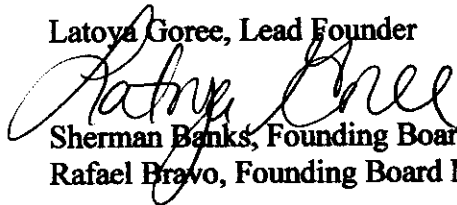
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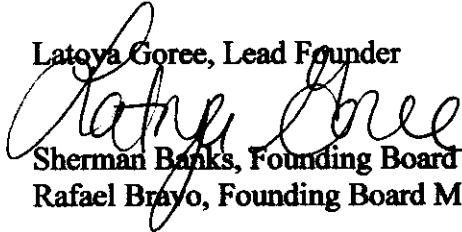
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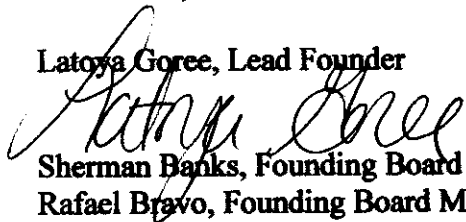
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July 21, 2008

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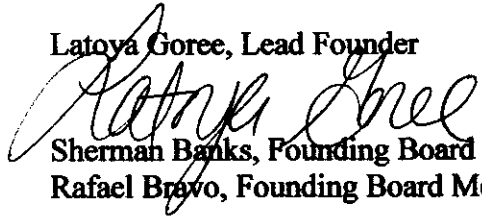
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Shelby Smith, Founding Board Member

Charles Stewart, Founding Board Member

**Public Charter School Application  
Budget Worksheet / Template**

<u>Line#</u>	<u>Revenues</u>	<u>Amount</u>	<u>Total</u>
1	State Public Charter School Aid:		
2	No. of Students (108) x \$5,789.00 State Foundation Funding		
3	No. of Students (    ) x \$36.00 Enhancement Funding		
4	Total State Charter School Aid		<b><u>\$625,212</u></b>
5			
6	Other Sources of Revenues:		
7	Private Donations or Gifts		
8	Federal Grants (List the amount)	\$150,000	
9	Special Grants (List the amount)	\$100,000	
10	Other ( <i>Child Nutrition-Meals and Title I</i> )	\$115,900	
11			
12			
13	Total Other Sources of Revenues	\$365,900	
14			
15	<b>TOTAL REVENUES</b>		<b><u>\$991,112</u></b>
16			
17	<u>Expenditures</u>	<u>Amount</u>	<u>Total</u>
18			
19	Administration:		
20	Salaries: (No. of Positions 2)	\$115,000	
21	Fringe Benefits	\$31,412	
22	Purchased Services		
23	Supplies and Materials		
24	Equipment/Furniture	\$2,898	
25	Other ( <i>Describe</i> )		
26			<b><u>\$149,310</u></b>
27	Regular Classroom Instruction:		
28	Salaries: (No. of Positions 6.5)	\$227,500	
29	Fringe Benefits	\$68,987	
30	Purchased Services		
31	Supplies and Materials	\$2,000	
32	Equipment/Furniture	\$39,994	
33	Other ( <i>Field Trips</i> )	\$8100	
34			<b><u>\$346,581</u></b>

*(Budget Continued)***35 Special Education:**

<b>36</b>	<b>Salaries: (No. of Positions 1)</b>	<b>\$45,000</b>	
<b>37</b>	<b>Fringe Benefits</b>	<b>\$13,000</b>	
<b>38</b>	<b>Purchased Services</b>	<b>\$8100</b>	
<b>39</b>	<b>Supplies and Materials</b>		
<b>40</b>	<b>Equipment/Furniture</b>	<b>\$1922</b>	
<b>41</b>	<b>Other (Describe)</b>		<b>\$68,022</b>

**42****43 Gifted and Talented Program:**

<b>44</b>	<b>Salaries: (No. of Positions ____ )</b>		
<b>45</b>	<b>Fringe Benefits</b>		
<b>46</b>	<b>Purchased Services</b>		
<b>47</b>	<b>Supplies and Materials</b>		
<b>48</b>	<b>Equipment</b>		
<b>49</b>	<b>Other (Describe)</b>		<b>\$0.00</b>

**50****51 Alternative Education Program:**

<b>52</b>	<b>Salaries: (No. of Positions ____ )</b>		
<b>53</b>	<b>Fringe Benefits</b>		
<b>54</b>	<b>Purchased Services</b>		
<b>55</b>	<b>Supplies and Materials</b>		
<b>56</b>	<b>Equipment</b>		
<b>57</b>	<b>Other (Describe)</b>		<b>\$0.00</b>

**58****59 Guidance Services:**

<b>60</b>	<b>Salaries: (No. of Positions ____ )</b>		
<b>61</b>	<b>Fringe Benefits</b>		
<b>62</b>	<b>Purchased Services</b>		
<b>63</b>	<b>Supplies and Materials</b>		
<b>64</b>	<b>Equipment</b>		
<b>65</b>	<b>Other (Describe)</b>		<b>\$0.00</b>

**66****67 Health Services:**

<b>68</b>	<b>Salaries: (No. of Positions ____ )</b>		
<b>69</b>	<b>Fringe Benefits</b>		
<b>70</b>	<b>Purchased Services</b>		
<b>71</b>	<b>Supplies and Materials</b>	<b>\$640</b>	
<b>72</b>	<b>Equipment</b>		
<b>73</b>	<b>Other (Describe)</b>		<b>\$640</b>

74		(Budget Continued)		
75	Media Services:			
76	Salaries: (No. of Positions ____ )			
77	Fringe Benefits			
78	Purchased Services			
79	Supplies and Materials	\$5,175		
80	Equipment			
81	Other (Describe)			\$5,175
82				
83	Fiscal Services:			
84	Salaries: (No. of Positions 1)	\$45,000		
85	Fringe Benefits	\$13,000		
86	Purchased Services	\$12,753		
87	Supplies and Materials	\$3,105		
88	Equipment/Furniture	\$1,494		\$75,352
89	Other (Describe)			
90				
91	Maintenance and Operation:			
92	Salaries: (No. of Positions ____ )			
93	Fringe Benefits			
94	Purchased Services	\$23,188		
95	(include utilities)			
96	Supplies and Materials	\$1,242		\$24,430
97	Equipment			
98	Other (Describe)			
99				
10	Pupil Transportation:			
10	Salaries: (No. of Positions ____ )			
10	Fringe Benefits			
10	Purchased Services			
10	Supplies and Materials			
10	Equipment			
10	Other (Describe)			
10				
10	Food Services:			
10	Salaries: (No. of Positions ____ )			
10	Fringe Benefits			
10	Purchased Services	\$81,216		\$81,216
10	Supplies and Materials			
10	Equipment			
10	Other (Describe)			

115	(Budget Continued)		
116	Data Processing:		
117	Salaries: (No. of Positions ____ )	_____	
us	Fringe Benefits	_____	
119	Purchased Services	_____	
120	Supplies and Materials	\$3,240	
121	Equipment	_____	
122	Other (Describe)		<u>\$3,240</u>
123			
124	Substitute Personnel:		
125	Salaries: (No. of Positions ____ )	_____	
126	Fringe Benefits _____		<u>\$0.00</u>
127			
128	Facilities:		
129	Lease/Purchase (contract for one total year including facility upgrades)	\$40,000	
130	Please list upgrades: HVAC, plumbing		
131			
132	Utilities (contract for one total year including facility upgrades)	\$22,356	
133	Insurance (contract for one total year including facility upgrades):		
134	Property Insurance	\$6,000	
135	Content Insurance _____		<u>\$68,356</u>
136			
137	Debt Expenditures: _____		<u>\$0.00</u>
138	Other Expenditures:		
	139 Student Uniforms		
	140 Legal Counsel		
	141 Staff Development		
	142 Board Development		
	143 Staff Recruitment		
	144 Student Recruitment		
	145 Building Excellent School Consulting Service		
	146 Contingency Budget		
			<u>\$67.038</u>
140			
141	TOTAL EXPENDITURES		<u>\$889,360</u>





# ARKANSAS DEPARTMENT OF EDUCATION

Dr. T. Kenneth James  
Commissioner

**State Board  
of Education**

Randy Lawson  
Bentonville  
Chair

Dr. Naccaman Williams  
Springdale  
Vice Chair

Sherry Burrow  
Jonesboro

Jim Cooper  
Melbourne

Brenda Gullett  
Fayetteville

Sam Ledbetter  
Little Rock

Alice Mahony  
El Dorado

Dr. Ben Mays  
Clinton

Diane Tatum  
Pine Bluff

October 15, 2008

Ms. Jackie Jackson  
11606 Stoney Point  
Little Rock, AR 72211

Re: Notice of Appeal/State Board Meeting  
Little Rock Urban Prep

Dear Charter Applicant and Affected School District(s):

Your request for a hearing in front of the State Board of Education (State Board) concerning the disapproval of your charter application by the Little Rock School District will occur at the State Board's meeting of November 3, 2008. The meeting will begin at 1:00 p.m. and will be held in the Auditorium of the Arch Ford Education Building, Four Capitol Mall in Little Rock.

A total of five (5) open-enrollment charter applications will be considered by the State Board, commencing at the November 3 meeting and possibly concluding on November 4, 2008. The applicants will be considered in the following tentative order:

- Eudora Community Charter School
- Jacksonville Charter Academy
- Jacksonville Lighthouse Charter School
- Little Rock Prep
- Little Rock Urban Prep

Please be advised that the State Board may not be able to complete the consideration of all of the above-listed charter applications at its November 3, 2008 meeting. **Those applicants which are not considered by the State Board on November 3 will be considered on Tuesday, November 4, 2008 in the Auditorium of the Arch Ford Education Building, at a time to be announced at the November 3 meeting.**

Please ensure that you attend the hearing and that you have all the necessary personnel and documentation with you to address any questions from the State Board concerning your application.

I have also enclosed with this letter a copy of the hearing procedures that will be used by the State Board concerning the consideration of your open-enrollment charter application and appeal.

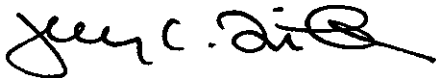
Four Capitol Mall  
Little Rock, AR  
72201-1019  
(501) 682-4475  
ArkansasEd.org

For charter applicants, no additional information will be allowed to be submitted to the State Board beyond what has already been submitted to the Department as part of your application. Should you wish to make electronic presentations and/or present copies of already submitted information to the State Board, hard copies of such materials must be received in my office no later than 4:30 p.m. on October 23, 2008. Items may be faxed to my office at (501) 682-4249.

Questions as to the use and setup of electronic presentations at the State Board meeting should be directed to Dr. Charles Watson, State Board liaison, at (501) 682-4247.

Should you have any questions, please contact Dr. Mary Ann Brown, Charter Schools Unit Leader, at (501) 683-5313.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeremy C. Lasiter", with a stylized flourish at the end.

Jeremy C. Lasiter  
General Counsel

JL/tw/slr

cc: Dr. Mary Ann Brown, Charter Schools Unit Leader  
Dr. Charles Watson, State Board Office  
Superintendent Dr. Linda Watson, Little Rock School District  
School Board President Dianne Curry, Little Rock School District

**ARKANSAS STATE BOARD OF EDUCATION  
POLICY AND PROCEDURES FOR HEARING  
CHARTER SCHOOL APPLICATIONS AND APPEALS**

- 1.) Representatives of the school boards in which the proposed charter school will be located, and of other school boards which are likely to be affected by the proposed charter school, shall have a combined total of twenty (20) minutes to present arguments for disapproval of the proposed charter school to the State Board. The Chair of the State Board may grant additional time if requested, at his/her discretion.
- 2.) Following the presentation by the representatives of the school boards, the charter applicant shall have twenty (20) minutes to present its arguments to the State Board for approval of the proposed charter school. The Chair of the State Board may grant additional time if requested, at his/her discretion.
- 3.) The State Board shall follow the presentations with discussion of the charter application and possible questions to the public school board representatives and/or the charter school applicant.
- 4.) The State Board may, at its sole discretion, issue a final decision at the hearing regarding the application or appeal, or take the matter under advisement until a future scheduled board meeting before issuing its final decision.

12 October 2008

Mr. Randy Lawson, Chairman  
Arkansas State Board of Education  
#4 State Capitol Mall  
Little Rock, AR 72201

RECEIVED  
OCT 13 2008  
CHARTER SCHOOL OFFICE

Dear Mr. Lawson;

Little Rock Urban Prep, Inc. has submitted a proposal to establish an open enrollment charter school (Little Rock Urban Prep for Young Men) within the Little Rock School District (LRSD) boundaries. On September 23, 2008 the LRSD Board voted to disapprove Little Rock Urban Prep's application to operate an open enrollment charter school within the LRSD boundaries. The reasons provided in a letter dated September 30 were associated with the recently ended LRSD desegregation lawsuit, and an attempt to negotiate a settlement to avoid appeal of the court's decision.

Please accept this letter as Little Rock Urban Prep's written notice of appeal pursuant to Act 736 of 2007, §6-23-302(d)(1) et seq., which provides an applicant's right to appeal the local district decision to the state board for an appeal hearing, to be held within 45 days of the receipt of this letter.

The LRSD Board proposed a number of possible reasons to deny the Little Rock Urban Prep application. Included in those possible reasons were the opined State's obligations under the 1989 desegregation settlement to seemingly limit public schools in Pulaski County to the three existing public schools; the negative impact on cultural diversity in the LRSD; a purported obligation to balance schools not just racially, but socioeconomically; findings from one non-peer reviewed article that magnet schools and vouchers make it more difficult for students in traditional schools to meet the requirements of "No Child Left Behind" (citing one, non-peer reviewed source is even less effective than arguing dicta); and the potential cumulative impact of charter schools in Little Rock. The Board also argues that because the ADE failed to identify or develop any program to improve academic achievement of students attending high poverty schools, no charters should be approved for the city of Little Rock. The district disapproves of the waivers granted to charter schools from the Teacher Fair Dismissal Act and the allowance of Highly Qualified teachers in non core subjects, saying charters have an "unfair advantage".

In the 1989 Settlement agreement (amended several times, subsequently), the State was released (on Jan. 18, 1991) as a party to the case in exchange for a sum of money estimated to be slightly more than \$100 million at the time (as of June, 2008, the state has paid \$850.5 million since 1989). The settlement agreement did address interdistrict student transfer between LRSD, PCSSD and

NLRSD, but did not state or imply that public schools were limited to those three districts forever.

Recently, the U.S. Supreme Court heard cases from Seattle and Louisville and found that race based assignment was unconstitutional. The LRSD argues that approving this charter school in Little Rock would have a negative impact on cultural diversity within the district. In the Seattle case, Justice Anthony Kennedy's opinion found that "racial diversity in public schools is a legitimate goal, but generally must be pursued by design of attendance zones or building new schools."

Arkansas is in the 8th Circuit. The predominate desegregation cases in the 8th Circuit have been LRSD, St. Louis (Liddell), and Kansas City (Jenkins). In 1992, the Court stated, in the Jenkins case that in the LRSD case " *Joshua* has failed to introduce *any evidence* (emphasis in original) to establish that 1) the achievement gap is causally linked to the system of de jure segregation that existed decades earlier; and 2) the portion of the achievement gap which is attributable to de jure segregation, after excluding all of the socioeconomic factors that have also contributed to that gap."

As to the claim that the charter should be denied because the ADE had failed to develop new programs for high poverty students, 1) the logic connecting the two is lost, and from another perspective, an argument can be made that the ADE's development of successful charter schools (such as KIPP) *has* provided new programs to address high poverty student achievement. For information pertaining to charters and the academic achievement of minority children, and those from high poverty settings, see *The Color of Success: Black Student Achievement in Public Charter Schools*, Gerard Robinson (Black Alliance for Education Options) and Edwin Chang (KIPP WAYS Academy) and citations within for numerous other studies.

In 1998 Missouri passed it's charter law allowing charters only in the two cities embroiled in decades old desegregation litigation, St. Louis and Kansas City. In 1999, the Court found the St. Louis schools to be unitary. In 2007, St. Louis mayor Francis Slay wrote nonprofit education groups and charter school companies across the nation encouraging them to help increase the number of charter schools in St. Louis saying. "In short, St. Louis has it all ... except enough quality public schools." Slay said that he could no longer wait for the district to improve.

In 1999, Kansas City approved it's first 16 charter schools. In 2002, Kansas City was granted unitary status. In fact, the 8th Circuit, has had a very recent opportunity to find against charter schools in a new Kansas City case challenging the use of desegregation money for the new charters. The court ruled that the district could not use the money for the charters, but said nothing about the impact of the charter schools on the recently desegregated Kansas City schools.

Arkansas passed its first charter law in 1995. In 2007, the LRSD was declared unitary. In the dozen or so years that charter schools have existed, they have never been challenged as an impediment to desegregation. Soon after the 2007 declaration of unitary status, an appeal to that finding was filed by attorney John Walker. Mr. Walker presented the LRSD a list of requirements, most having to do with the employment of his staff and attorney's fees. Mr. Heller, the LRSD attorney, told the board the proposal should be rejected, saying "There is just no reason to trade an opportunity to end this lawsuit for good, which is very likely to happen ... for more obligations that can be enforced in court." Attorney General Dustin McDaniel has stated that the settlement is unnecessary and further, "I would think it would be malpractice to settle a case that I've already won". Regardless, the LRSD Board narrowly approved entering into mediation with Mr. Walker. However, the 8th Circuit Court's Mediator has declined to participate. This fall, a new set of settlement terms was proposed by the LRSD and Mr. Walker (see attached), in those we find the very first mention of charter schools. The first set includes a proposed way to eliminate charter schools through the Legislative Committee on Desegregation. Those proposals were eliminated very quickly, to be followed by the current proposal, which is to eliminate charter schools via the State Board of Education.

If both charters applying to open in Little Rock are approved, there will be approximately 2,536 student slots possibly available in eight charter schools. The enrollment for the LRSD is 27,000. eSTEM provides transportation countywide via school paid CATA bus tickets; Covenant Keepers and Dreamland are located in SWLR, and were designed primarily as neighborhood schools. LISA has a CATA bus stop in front of its facility. Currently, the enrollments in the Covenant Keepers Academy, and Dreamland is > 90% minority and most all qualify for free or reduced lunch. LISA Academy has a multinational, highly diverse enrollment. The three eSTEM schools have a majority enrollment of African American students.

There is no doubt the Legislature considered the potential consequences of the Charter School legislation on the districts involved in litigation and, ultimately; decided that this impact is outweighed by the educational needs of our children. Hence, these objections would be more appropriately addressed through the legislature.

Little Rock Urban Prep has timely submitted its application in strict compliance with all statutory and regulatory requirements. Little Rock Urban Prep's application sets forth an educational scheme addressing each and every purpose set forth in the amended 2007, *Ark Code Ann §6-23-102*.

Ark. Code Ann. § 6-23-304, entitled "Requirements – Preference for certain districts," provides as follows:

(b) The state board shall give preference in approving an application for a charter school to be located in any public school district:

(1) Where the percentage of students who qualify for free or reduced-price lunches is above the average for the state;

(2) Where the district has been classified by the state board as in academic distress under § 6-15-428; or

(3) Where the district has been classified by the Department of Education in some phase of school improvement status under § 6-15-426.

Accordingly, the Arkansas Department of Education promulgated rule/regulation 10.03, entitled "Preference for Approval of Open-Enrollment Charters," which reads as follows:

The state board shall give preference in approving an application for a charter school to be located in any public school district:

10.03.1 Where the percentage of students who qualify for free or reduced price lunches is above the average for the state;

10.3.2 Where the district has been classified by the State Board as in academic distress under Ark. Code Ann. § 6-15-428; or


10.03.3 Where the district has been classified by the Department of Education as showing the greatest need for school improvement under Ark. Code Ann. § 6-15-426.

The Little Rock Urban Prep for Young Men will be located in a district which meets not one, but all three of the criteria established for giving preference to an applicant. The state average for students qualifying for Free or Reduced Lunch eligible status is 53.57%. The percent of eligible students in the LRSD is 61%.

Last year, the LRSD had 18 schools classified as schools in need of improvement for failure to meet minimum AYP standards, and this year that number is 24. Reports published in the *Arkansas Democrat Gazette* year before last reported that the mandatory parental notification made by LRSD correctly advised middle school students of their "right" to request a transfer into another school within the district which was not in academic distress ... but had to inform parents there were no alternatives. Therein lays one need for this open enrollment charter school. Choice for parents and a laboratory for innovation are the other reasons for the need.

Little Rock Urban Prep for Young Men respectfully requests that the local district's objection be held for naught; that the State Board approve the application; and for all other necessary and proper relief to which the students of Pulaski County, Arkansas, are entitled.

Respectfully submitted,

A handwritten signature in cursive script that reads "Jackie Jackson".

Jackie Jackson, President  
Little Rock Urban Prep, Inc.

cc: Ken James, Ph.D., Commissioner of Education  
Mary Ann D. Brown, Ed.D.  
Linda Watson, Ed.D., Superintendent, LRSD  
Members, LRSD Board

file

ENCLOSURES



## General Outline of Necessary Conditions for Final Settlement

1. A transition period for student assignments.
2. No new Magnet or M-to-M students after transition period, but the State will continue to pay pursuant to the 1989 Settlement Agreement, including the actual cost of transportation, for students enrolled before or during the transition period.
3. After the transition period, the State begins making payments to the Districts in the maximum amount and for the maximum term authorized by Act 395.
4. After the transition period, each District may operate such self-funded magnet schools as it desires, and the Districts may, but are not required to, provide transportation.
5. After the transition period, there will be established a Pulaski County Public School Choice Program consistent with Arkansas Public School Choice Act of 1989, Ark. Code Ann. § 6-18-206, as that statute currently exists.
6. PCSSD and NLRSD will deposit some percentage of the State's Act 395 payments into a Foundation to be created pursuant to a separate agreement with Joshua.
7. LRSD will deposit some part of the State's Act 395 payments into a Dedicated Fund controlled by its Board pursuant to a separate agreement with Joshua.
8. The State Board of Education will agree that approving any additional open-enrollment charter schools in Pulaski County or increasing the enrollment of existing charter schools in Pulaski County will have a negative impact on the ability of the District to achieve and maintain a unitary school system absent a finding to the contrary by the Districts' Board of Directors.
9. The Districts will not be subject to sanction for fiscal, academic, or facilities distress while the State is making payments pursuant to Act 395.
10. The State will support legislation funding and authorizing an Educational Service Cooperative serving only the Districts.
11. LRSD will have no further obligation pursuant to Section II, Paragraph O, subparagraphs 3 and 4 of the 1989 Settlement Agreement (Pooling of M-to-M funds), or any related orders or agreements.
12. LRSD will have no further obligation pursuant to Section VI, Paragraph B of the 1989 Settlement Agreement (LRSD loan), or any related orders and agreements.
13. Pursuant to Act 395, the State will reimburse each District for legal fees related to obtaining unitary status.

14. Any new or successor district created within the Districts' territory will be subject to the terms of any final settlement.
15. The State will not retaliate against the Districts and will continue to pay the State's share of any and all programs currently funded by the State.
16. All sums received by the Districts shall be accounted for consistent with Section II, Paragraph H of the 1989 Settlement Agreement (Settlement funds not counted as local revenue).

### Key Settlement Issues in Response to State's Points for Discussion

1. The Districts and State will be declared unitary.
2. No new Magnet or M-to-M students after transition period, but the State will continue to pay pursuant to the 1989 Settlement Agreement, including the actual cost of transportation, for students enrolled before or during the transition period.
3. After the transition period, the State begins making payments to the Districts in the maximum amount and for the maximum term authorized by Act 395.<sup>1</sup>
4. After the transition period, each District may operate such self-funded magnet schools as it desires, and the Districts may, but are not required to, provide transportation.
5. After the transition period, there will be established a Pulaski County Public School Choice Program consistent with Arkansas Public School Choice Act of 1989, Ark. Code Ann. § 6-18-206, as that statute currently exists.
6. PCSSD and NLRSD will deposit some percentage of the State's Act 395 payments into a Foundation to be created pursuant to a separate agreement with Joshua.
7. LRSD will deposit some part of the State's Act 395 payments into a Dedicated Fund controlled by its Board pursuant to a separate agreement with Joshua.
8. The State Board of Education will agree that approving any additional open-enrollment charter schools in Pulaski County or increasing the enrollment of existing charter schools in Pulaski County will have a negative impact on the ability of the District to achieve and maintain a unitary school system absent a finding to the contrary by the Districts' Board of Directors.
9. The Districts will not be subject to sanction for fiscal, academic, or facilities distress while the State is making payments pursuant to Act 395. However, the State will provide any assistance to the Districts that would be provided to other school districts in fiscal, academic, or facilities distress.
10. The State will support legislation funding and authorizing an Educational Service Cooperative serving only the Districts.

---

<sup>1</sup> Assuming that the 2008-2009 base amount total is approximately \$70,000,000.00 and assuming that absent an agreement funding would have increased at its usual rate, which is in excess of 5 percent, it is estimated that the State will experience a total savings of approximately \$108,500,000.00 over the course of the seven complete school years as a result of the State desegregation funding being capped at the 2008-2009 Base Amounts (\$3,500,000 in 2009-2010; \$7,175,000 in 2010-2011; \$11,033,000 in 2011-2012; \$15,085,000 in 2012-2013; \$19,400,000 in 2013-2014; \$23,800,000 in 2014-2015 and \$28,500,000 in 2015-2016).

11. LRSD will have no further obligation pursuant to Section II, Paragraph O, subparagraphs 3 and 4 of the 1989 Settlement Agreement (Pooling of M-to-M funds), or any related orders or agreements.
12. LRSD will have no further obligation pursuant to Section VI, Paragraph B of the 1989 Settlement Agreement (LRSD loan), or any related orders and agreements.
13. Pursuant to Act 395, the State will reimburse each District for legal fees related to obtaining unitary status.
14. The final settlement will neither prohibit nor require the alteration of the boundaries of any of the Districts. Any new or successor district created within the Districts' territory will be subject to the terms of any final settlement.
15. The State will not retaliate against the Districts, will continue to pay the State's share of any and all programs currently funded by the State and will allow, at a minimum, each of the Districts to participate in all programs in which other school districts in the State of Arkansas are allowed to participate and to receive all payments and other benefits which other school districts in the State of Arkansas receive.
16. All sums received by the Districts shall be accounted for consistent with Section II, Paragraph H of the 1989 Settlement Agreement (Settlement funds not counted as local revenue).
17. Title to buses used for the transportation of M to M and Magnet students shall be transferred to the respective operating District.
18. The District Court will retain jurisdiction to resolve disputes between the Parties pertaining to a final settlement. The Parties will submit any dispute pertaining to the final settlement to the District Court for resolution.
19. The Districts consider these key elements necessary to the success of their plans for long-term financial stability.



# LITTLE ROCK SCHOOL DISTRICT

## OFFICE OF THE SUPERINTENDENT

September 30, 2008

RECEIVED  
SEP 30 2008

CHARTER SCHOOL OFFICE

Dr. Ken James, Commissioner  
Arkansas Department of Education  
#4 Capitol Mall  
Little Rock, AR 72201

Dear Dr. James:

On September 23, 2008, the Little Rock School District Board of Directors (hereinafter "LRSD") voted not to approve the open-enrollment charter school applications for Little Rock Preparatory Academy and Little Rock Urban Prep for Young Men (hereinafter the "Applicants"). For the reasons set forth below, the LRSD respectfully requests that no additional charter school applications be approved in Pulaski County until such time as the State Board of Education (hereinafter "State") has complied with Ark. Code Ann. § 6-23-106 and has "carefully review[ed]" the "potential" impact on the ability of the Pulaski County school districts "to create and maintain a unitary system."

The 1989 Settlement Agreement of the Pulaski County interdistrict desegregation case created a countywide, interdistrict student assignment system that was intended to be the sole means for interdistrict movement of students within Pulaski County. *See* Docket No. 3792. The 1989 Settlement Agreement established a system of educational choices designed to promote cultural diversity and to improve academic achievement. The State Board of Education could have required open-enrollment charter schools in Pulaski County to establish enrollment criteria consistent with the 1989 Settlement Agreement, *see* Ark. Code Ann. § 6-23-306(14)(A), but it has failed to do so. Thus, open-enrollment charter schools in Pulaski County provide a means for the interdistrict movement of students in Pulaski County without regard to the impact on traditional public schools and contrary to the 1989 Settlement Agreement.

Education research suggests that open-enrollment charter schools in Pulaski County are having a negative impact on the ability of traditional public schools to promote cultural diversity and to improve academic achievement in at least two ways. First, the open-enrollment charter schools in Pulaski County are not providing student transportation. This creates a barrier to enrollment for students living in poverty and further segregates these students into high-poverty schools. Education research indicates that "when public schools educate poor students separately from other students, the high-poverty schools do not normally provide an equal, or even adequate, education to their students." *See, e.g.,* RICHARD D. KAHLENBERG, *All Together Now: Creating Middle Class Schools through Public School Choice*, p. 2

Second, students who choose to attend charter schools, like students who choose magnet schools, tend to outperform their peers on standardized tests. Even if these students qualify for free or reduced price meals, their parents are, on average, more educated, they have higher aspirations for their children, and they are more likely to help their children at home and to volunteer at school than other parents of students who qualify for free or reduced price meals. *See, e.g.,* WITTE, JOHN, "The Milwaukee Voucher Experiment: The Good, the Bad, and the Ugly." *Phi Delta Kappan* 81,1 (September 1999): 59-64. Traditional public schools suffer from the loss of these parents who are educated and involved and who can be a potent force for change. Moreover, the loss of these relatively higher performing students will make it more difficult for their former schools to meet the requirements of No Child Left Behind (hereinafter "NCLB"), further stigmatizing these schools and making it more difficult for them to attract middle-class students.

In the past, the State has approved open-enrollment charter schools in Pulaski County based on representations by the sponsors that those schools would have small enrollments and consequently would have no significant impact on the ability of the Pulaski County districts to create and maintain a unitary school system. The Little Rock Urban Prep for Young Men again makes this representation in its application. There are two problems with this approach. First, it does not address the *cumulative* impact of open-enrollment charter schools in Pulaski County. Second, it does not address the negative impact on achievement resulting from segregating high poverty students in traditional public schools.

In the 1989 Settlement Agreement, the State committed to the following principle: "There should be a remediation of the racial academic achievement disparities for Arkansas students." 1989 Settlement Agreement, Section III, Paragraph F. To satisfy this commitment, the 1989 Settlement Agreement provided:

The ADE, with the assistance of the Court's desegregation expert(s), will develop and will search for programs to remediate achievement disparities between black and white students. If necessary to develop such programs, the ADE will employ appropriately trained and experienced consultants in the field of remediation of racial achievement disparities and/or hire as staff members persons with such training and experience.

1989 Settlement Agreement, Section III, Paragraph G. ADE has failed to identify or develop any program to improve the academic achievement of students attending high-poverty schools. Consequently, the segregation of students living in poverty in traditional public schools (as a result of the concentration of charter schools in Pulaski County) violates the State's commitment to remediate achievement disparities.

September 30, 2008


Page 3

While charter schools were intended to encourage the use of innovative teaching methods, the State's 2006-2007 Evaluation Report of charter schools demonstrates they have failed to serve that purpose. Teaching innovations like class size reduction, team teaching, multi-grade classrooms showed a negative impact on student achievement. The evaluation further demonstrates that open-enrollment charter schools are using waivers from state law, not to clear the way for innovative teaching methods, but to avoid requirements designed to ensure quality teachers. The most common waivers granted by the State were from the requirement to have certified teachers and from the requirements of the Teacher Fair Dismissal Act. Granting waivers such as these prevent traditional public schools from competing with open-enrollment charter schools on a level playing field, and in this way too, cause further segregation of students living in poverty in traditional public schools.

For these reasons, no additional open-enrollment charter school applications should be approved in Pulaski County until such time as the State has complied with Ark. Code Ann. § 6-23-106 and conducted a meaningful review of the impact of open-enrollment charter schools on the ability of the Pulaski County school districts to create *and maintain* a unitary system.

Sincerely,

  
Dianne Curry, President  
LRSD Board of Directors

  
Chris Heller, Attorney  
Friday, Eldredge & Clark

cc: Mary Ann Brown, ADE  
Charter School Liaison  
#4 State Capitol Mall, Room 305-B  
Little Rock, AR 72201

Little Rock Preparatory Academy  
ATTN: Latoya Goree Hamilton  
4710 Sam Peck Road, Apt. 1022  
Little Rock, AR 72223

Little Rock Urban Prep for Young Men  
ATTN: Jackie Jackson  
11606 Stoney Point  
Little Rock, AR 72211

**Letter of Intent to Apply**

**Open enrollment Public Charter School**

**Name of Eligible Entity:** Little Rock Urban Prep, Inc.

**Contact Person**            **Name:** Jackie Jackson

**Mailing Address:** 11606 W. Stoney Point Ct.

**Daytime Phone:** 501-744-4883

**Fax:** 501-217-0522

**Email:** jyjackson1511@sbcglobal.net

**Description of eligible entity:** Nonprofit Corporation - 501c3 Tax Exempt Status Pending

**Name of Proposed School:** Little Rock Urban Prep for Young Women

**Location of Proposed School:** Little Rock

**Grade Levels of Proposed School:** K-5

**Purpose or Special Emphasis of Proposed School:** Leadership and College Preparation for Young Women

**Contact Signature:** \_\_\_\_\_



**Cc:** Local School Board Directors

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JUN 30 2008

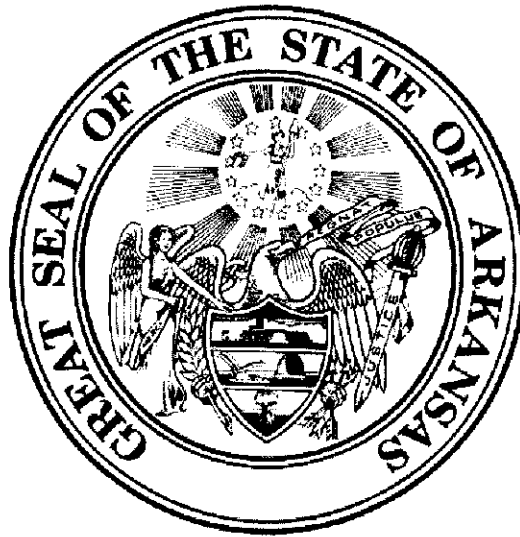
CHARTER SCHOOL OFFICE



**ARKANSAS DEPARTMENT OF**  
**Education**

**Open-Enrollment Public Charter School  
New Application**

**Deadline for Submission: August 31, 2008**



**Charter School: Little Rock Urban Prep for Young Men**

**Date Submitted: 09.02.2008**

**Date Approved:**

**Arkansas Department of Education  
Charter School Office  
#4 State Capitol Mall, Room 305-B  
Little Rock, AR 72201  
501.683.5313**

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**SEP 02 2008**

**CHARTER SCHOOL OFFICE**

Little Rock Urban Prep for Young Men

**STATE BOARD OF EDUCATION  
ARKANSAS DEPARTMENT OF EDUCATION**

**APPLICATION FOR AN OPEN-ENROLLMENT PUBLIC CHARTER SCHOOL**

**GENERAL INFORMATION**

**Name of Proposed Charter School:** Little Rock Urban Prep for Young Men

**Grade Level(s) for the School:** K-8th    **Proposed Enrollment:** 498

**Name of Sponsoring Entity:** Little Rock Urban Prep, Inc.

**The applicant is an "eligible entity" under the following category (check one):**

☐ A public institution of higher education;

☐ A private nonsectarian institution of higher education;

☐ A governmental entity; or

☒ An organization that is nonsectarian in its programs and operations, and is, or will be, exempt from taxation under Section 501(c) (3) of the Internal Revenue Code (provide evidence). (A copy of the entity's letter from the IRS reflecting tax exempt status or a copy of the entity's application for 501 (c) (3) status must be attached to the application. Articles of incorporation or letter acknowledging nonprofit status from the Secretary of State will not suffice). An eligible entity must have received formal tax exempt status under §501 (c) (3) of the Internal Revenue Code of 1986 prior to the first day of its operation with students.

**Name of Contact Person:** Jackie Jackson

**Address:** 11606 Stoney Point    **City:** Little Rock, AR 72211

**Daytime Phone Number:** 501.744.4483    **FAX:** 501.217.0522

**E-mail:** jackson1511@sbcglobal.net

**Charter Site Address:** 2410 S. Battery St.    **City:** Little Rock    **ZIP:** 72206

**Date of Proposed Opening:** July 1, 2009

**Chief Operating Officer of Proposed Charter:** Will be selected through a national search if charter is granted

**Title:** Chief Executive Officer

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_

**ZIP Code:** \_\_\_\_\_ **Daytime Telephone Number:** \_\_\_\_\_

**The proposed charter will be located in the:** Little Rock School District.

**List the current K-12 student enrollment of the district where the proposed public charter school will be located.** 25,500 (Total District Enrollment)

**List the school districts from which students are expected to come (use additional sheets if necessary).**

Little Rock School District; North Little Rock School District; Pulaski County Special School District

## General Description

Boys are disengaging from school and from the American dream. The problem is evident across all socioeconomic and ethnic groups. Trends in Arkansas, and across the United States show a progressive decline in academic success for young males, without similar declines for females. Female students consistently outpace their male classmates on test scores, graduation rates, and attendance. Boys, especially black and Latino students, are more likely to get suspended, be held back a grade, and drop out. In fact, according to Dr. Leonard Sax, a family physician and research psychologist, a third of men ages 22–34 are still living at home with their parents—about a 100 percent increase in the past twenty years. In the past fifty years, we have seen college enrollment figure reverse from a previous ratio of 70% male to 30% female to the current level of 35 - 40% male to 65- 70% female.

In 2004, the authors of the *No Child Left Behind* statute recognized this growing gender gap and made provisions for public, single-sex classes and schools. Charter schools were created to provide choice to parents and to serve as living laboratories for new innovations that could be disseminated and implemented across a broad spectrum of schools, new and traditional. Probative value exists for an all male school as one way to close the achievement gap between girls and boys. Little Rock Urban Prep for Young Men has been designed to "best practices" standards from currently existing research. We expect performance data from the school to contribute to the current body of research and to be utilized to assist in the design and implementation of similar programs in Arkansas public schools.

Little Rock Urban Prep for Young Men will employ a number of strategies to make the educational environment more boy-friendly. The learning environment, for example, will encourage physical movement and use bright lighting. The school will provide reading materials that boys enjoy, those that emphasize excitement, mystery and showdowns between good and evil. Boys benefit from multimedia techniques, spatial and graphic ways of teaching, teams and competition, play and humor, music, and experiential learning, particularly outdoors. The school instructional day will be seven and a half hours long with four additional 15 minute recesses/breaks and a thirty minute lunch. The structure of the day has been designed to accommodate boys' need for movement and frequent physical activity. The school year will 200 days long. Advanced, classical curriculums in Language Arts, World History, American History, Geography; Art and Music have also been selected as part of the core curriculum. Because reading and language come more slowly to boys than girls, Little Rock Urban Prep for Young Men will provide three periods of language arts a day; phonics, reading comprehension and writing.

The schools incorporate a language tract, Latin in grades K-5 (as a foundation for English and other foreign languages); Spanish in grades 6-8. Twenty key economic areas are covered every year at all grade levels, with the instruction differentiated for age. Technology and engineering curriculums reinforce and expand what is taught in the core math and science classes.

All students, kindergarten through 8th grade, will have a Career Cluster class everyday. Each quarter, the students will rotate through Economics, Entrepreneurship, Ethics and Etiquette curriculums. The instruction will be differentiated for age and developmental levels, but each student will have a full quarter instruction in each cluster area every year. We have designed a K-8 Economics curriculum based on the National Association of Economic Educators standards. Little Rock Urban Prep for Young Men will use the National Content Standards for Entrepreneurship Education developed by the Consortium for Entrepreneurship Education. The curriculum used to introduce business ethics in the elementary schools and as the primary curriculum in the middle school is the *Excellence Through Ethics* business ethics curriculum developed by Deloitte & Touche. The etiquette

curriculum has been included because we know that good social skills are a great equalizer; they transcend social class, economic status, race, personal achievement. *The Polite Child* is the curriculum that will be used in grades K-3. The curriculum we will use for our 4th-8th graders is the American School of Protocol's *Power, Presence and Style*

The school plans to begin year 1 with 3 classes of 15 students in kindergarten, 1st and 2nd grades, and two classes of 23 students in 3rd, 4th and 5th grades. In year 2 the school plans to add 3 classes of 25 students in 6th, 7th and 8th grade.

On a broader scale, Little Rock Urban Prep for Young Men is focused on: Increased instructional effectiveness; Cost efficiency; Operational transparency and accountability; and Maximization of shared resources

Our goal in this aspect is to develop a model system where program effectiveness plus program efficiency are dynamically related to resource allocation and alternative compensation schemata. Using student assessment analysis results coupled with cost analysis is the key to making critical institutional decisions for education reform efforts.

The challenge is to construct a system that allows us to permeate the barrier between program effectiveness data and program efficiency data. Only then can we know not only what is working, but how much it is costing.

What is needed is a technology based system that will allow us to know not only how much academic gain Johnny has made, but what it cost to produce that gain in his class, and how much it cost to produce the same gain in the class next door, across town, or across the country. That system does not currently exist anywhere in the country. However, a pilot research project, dubbed the Murphy Commission Model pilot has been initiated privately.

## Arkansas Open Enrollment Charter Application - Little Rock Urban Prep, Inc. - Required Information

### 1. Results of the Public Hearing

A public hearing was held on August 26, 2008 to assess support for the establishment of the proposed charter school and to gather public opinion on organizational and programmatic issues. Support for the creation of an all boys charter school in Little Rock was unanimous at the public hearing. Additionally, citizens unable to attend the meeting were asked to respond to an online, community needs survey. Between 25 - 30 citizens attended in person, approximately 40 provided input via the online survey; and approximately 15 citizens called to discuss the proposed charter. The survey was made available to both supporters and individuals known to oppose charters. Instructive results from the online survey, an instrument with twenty of so questions, included responses to the following:

**"There are seventeen independent open enrollment public charter schools in Arkansas. Do you support or oppose the creation of more independent open enrollment public charter schools?"**  
Strongly support and support – 77%; Somewhat support - 18%; Oppose or strongly oppose – 6%

**"A teacher whose outstanding performance helps students make exceptional academic gains should receive additional financial rewards."** Strongly agree and agree – 92%; Somewhat agree - 8%; Disagree or strongly disagree – 0%

Respondents were given a list of fifteen charter school themes and asked to select the ones they felt most needed in their community. The most frequently requested were as follows:

College Preparatory	93%
Economics and Business	69%
Science, Technology, Engineering and Math (STEM)	69%
Fine and Performing Art	65%
Foreign Language	59%

### 2. Documentation that Notification and Publication Requirements Were Met per A.C.A. §6-23-302

Notices per statute were published in the *Arkansas Democrat Gazette*. Additionally, notices in Spanish were distributed in the Latino community. Documentation is provided in the required attachments section of this application.

### 3. Description of Governing Structure

The 501c3 eligible entity sponsoring the school is governed by an appointed, self-perpetuating board of trustees. The Board is composed of a minimum of three trustees and a maximum of seven trustees. The majority of the Board will be content area experts in the Economic, Science, Technology, Engineering and Math fields. Because the school has a goal of preparing every student for postsecondary education, higher education will always be represented on the board. To advise operations, at least one position will be held

by a professional in law, finance, or business. In addition to state ethics statutes, Trustees are required to sign and file a Statement of Financial Interest annually; adopt the Corporations Code Ethics and Conflict of Interest policy. Only the Board of Trustees as a body may encumber the school with any debts; engage a Chief Executive Officer; enter into any contracts for real property, agreements for shared services, or any other contract unless the Board designates a party to act in its behalf.

The CEO recruits, hires and fires all other staff members, and manages the education program within the approved budget. The Board will seek a candidate with a terminal degree, i.e. JD, MBA, PhD, EdD, and a strong background in education law, school finance and business and a proven track record of successfully operating an organization dedicated to the development of young men.

#### Administrator Responsibilities

- Act as chief executive operating officer of the school and carry out the school's mission
- Select, hire and fire faculty and staff
- Carry out the annual performance based appraisal by which each staff member will be held accountable
- Monitor the status of resources in order to fulfill the school's mission
- Prepare an annual budget to be presented to board
- Ensure building maintenance and safety

#### Director of Curriculum, Instruction and Assessment

- Oversee the implementation of the curriculum
- Monitor student academic achievement regularly
- Implement the curriculum
- Order and issue textbooks
- Maintain records for accreditation and charter compliance purposes
- Make assignments to personnel
- Supervise instructional staff
- Supervise professional development activities
- Maintain enrollment and waiting lists
- Mentor classroom teachers
- Communicate with parents
- Convenes teachers, parents and community members to serve on ASIP committees and other committees

#### Teacher

- Conduct classroom instruction
- Maintain an atmosphere conducive to learning
- Reach as many different levels and kinds of learners as possible
- Attend workshops and training for professional development
- Continually teach, assess, and modify for each student
- Serves on ASIP committees and other committees as the school needs

#### Parent

- Provide for the child's basic needs of food, shelter, health and safety

- Teach child appropriate, rule governed behavior
- Emphasis the importance of a good education
- Monitor student academic achievement regularly
- Attend Trustee meetings
- Attend parent/teacher meetings and schedule additional meetings when concerns arise
- Serve on ASIP and other various advisory committees

#### Students

- Are governed by school rules and parental expectations
- Are responsible for their behavior
- Are responsible for maximizing the educational opportunities that are presented
- Are encouraged to ask questions and seek information
- Are expected to be kind to classmates
- Can expect to be treated kindly by classmates and staff
- Serve through student government organizations
- Serve on ASIP and other advisory committees as requested

#### **4. Mission Statement of the School**

The mission of Little Rock Urban Prep for Young Men is to develop young men who value academic success, hard work, and the development of their intellectual, moral and social potential. Our rigorous curriculum is designed to prepare young men for success in secondary and post secondary education and to prosper in life. We are making young men ready for Life, Community, and Global World innovations.

#### **5. Educational Need for the School**

Young Men in Crisis - Something scary is happening to boys today. From kindergarten to college, they're less resilient and less ambitious than they were a mere twenty years ago. In fact, according to Dr. Leonard Sax, a family physician and research psychologist, a third of men ages 22–34 are still living at home with their parents—about a 100 percent increase in the past twenty years. Not so with girls. Why? Boys are disengaging from school and from the American dream. The problem is evident across all socioeconomic and ethnic groups. Boys are more likely to be expelled, drop out of school, , make D's and F's, be diagnosed as learning disabled and commit suicide. In fact, for every 100 girls diagnosed with a special education disability 217 boys are diagnosed. For every 100 girls diagnosed with emotional disturbance, 324 boys are diagnosed. For every 100 girls ages 15 to 17 in correctional facilities there are 837 boys. For every 100 women ages 18-21 in correctional facilities there are 1,430 men.

Trends in Arkansas, and across the United States show a progressive decline in academic success for young males, without similar declines for females. Female students consistently outpace their male classmates on test scores, graduation rates, and attendance. Boys, especially black and Latino students,

are more likely to get suspended, be held back a grade, and drop out. According to *Education Week*, "more than half of all African-American male students drop out of high school. U.S. Census data show that less than 8% of young African-American men (ages 18-29) have graduated from college, compared to 17% of young White men and 35% of young Asian men. These education gaps, according to a UC-Berkeley study, result in there being more Black dropouts in their late twenties in prison than in a job." In April 2007, the National Urban League stated that the problems facing black men represent America's most serious social crisis and proposed, among other things, the expanded use of all male schools emphasizing mentoring and longer class hours. "Empowering black men to reach their full potential is the most serious economic and civil rights challenge we face today," said Urban League President Marc H. Morial. "Ensuring their future is critical, not just for the African-American community, but for the prosperity, health and well-being of the entire American family." On several key measurements, the report found greater disparities between black and white men than between black and white women.

Boys Are Different - Success in life begins with success in school. There is a growing "gender divide" in academic achievement at universities and colleges according to the *New York Times*. Thirty years ago, the majority of students who graduated from college with honors were men. Today, most of the students graduating with honors are women.

A "dumb and dumber dude" mentality is becoming epidemic among boys. It's not "cool" to be excited about school or to be known as a academic achiever. A nationwide study conducted by Marcia Gentry found that boys were less enthusiastic about school than girls at every age, and the finding held true in urban and rural schools, schools located in affluent neighborhoods and in low-income neighborhoods. For many boys, an all-boy school can change an attitude toward school from apathy to enthusiasm.

Most researchers consider source of boys' underachievement to be classroom practices that fail to take into consideration 1) biological differences between boys and girls, such as gender differences in the maturation of particular areas of the brain, 2) differences in boys' interests, such as preferences for more action-oriented and less relationship-oriented reading materials, 3) differences in boys' learning styles, such as preferences for competitive as opposed to cooperative classroom practices, greater need for real-world applications of academic content, and higher performance under stress, and 4) the greater importance to boys of physical activity inside and outside the classroom.

Michael Gurian and Kathy Stevens published research in *Closing Achievement Gaps* that pointed to a disconnect between teaching practices and the needs of the male and female brain. Using positron tomography (PET) and MRI technologies have shown structural differences in the brains of girls and boys that profoundly affect learning. Following is a summary of research findings.

### **The Minds of Girls**

The following are some of the characteristics of girls' brains:

- A girl's corpus callosum (the connecting bundle of tissues between hemispheres) is, on average, larger than a boy's—up to 25 percent larger by adolescence. This enables more "cross talk" between hemispheres in the female brain.
- Girls have, in general, stronger neural connectors in their temporal lobes than boys have. These connectors lead to more sensually detailed memory storage, better listening skills, and better



discrimination among the various tones of voice. This leads, among other things, to greater use of detail in writing assignments.

- The hippocampus (another memory storage area in the brain) is larger in girls than in boys, increasing girls' learning advantage, especially in the language arts.
- Girls' prefrontal cortex is generally more active than boys' and develops at earlier ages. For this reason, girls tend to make fewer impulsive decisions than boys do. Further, girls have more serotonin in the bloodstream and the brain, which makes them biochemically less impulsive.
- Girls generally use more cortical areas of their brains for verbal and emotive functioning. Boys tend to use more cortical areas of the brain for spatial and mechanical functioning (Moir & Jessel, 1989; Rich, 2000).

### **The Minds of Boys**

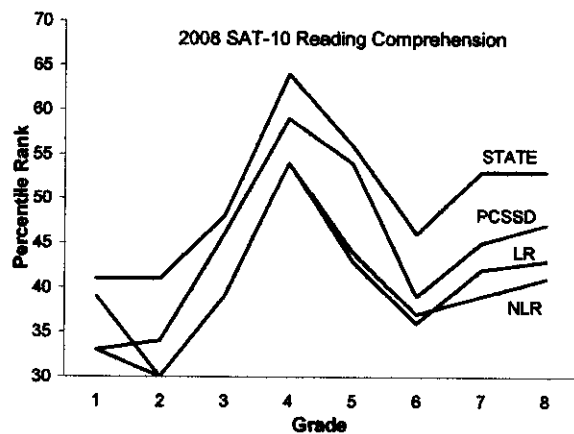
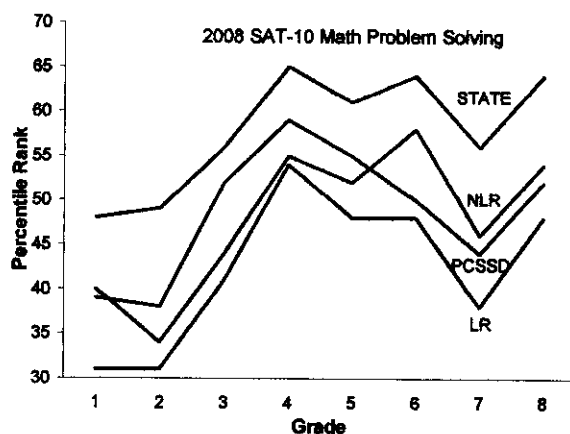
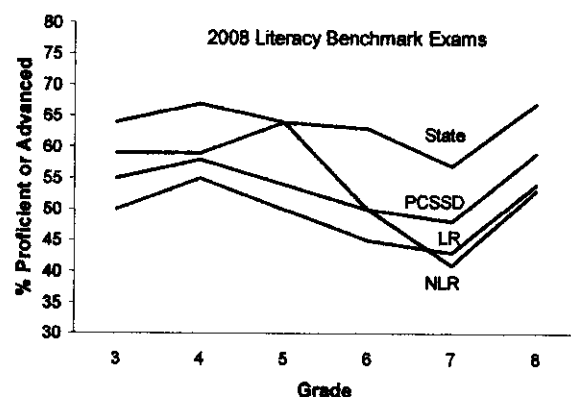
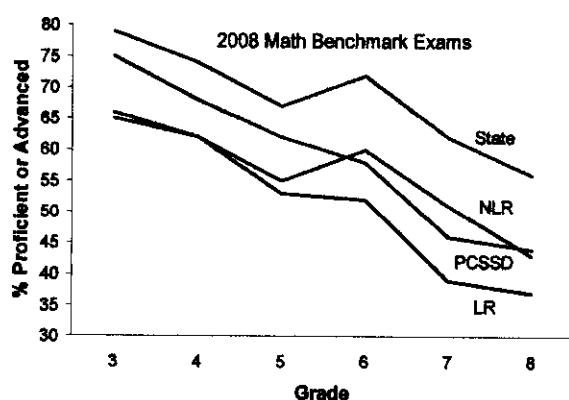
The following are some of the characteristics of boys' brains:

- Because boys' brains have more cortical areas dedicated to spatial-mechanical functioning, males use, on average, half the brain space that females use for verbal-emotive functioning. The cortical trend toward spatial-mechanical functioning makes many boys want to move objects through space, like balls, model airplanes, or just their arms and legs. Most boys, although not all of them, will experience words and feelings differently than girls do (Blum, 1997; Moir & Jessel, 1989).
- Boys not only have less serotonin than girls have, but they also have less oxytocin, the primary human bonding chemical. This makes it more likely that they will be physically impulsive and less likely that they will neurally combat their natural impulsiveness to sit still and empathically chat with a friend (Moir & Jessel, 1989; Taylor, 2002).
- Boys lateralize brain activity. Their brains not only operate with less blood flow than girls' brains, but they are also structured to compartmentalize learning. Thus, girls tend to multitask better than boys do, with fewer attention span problems and greater ability to make quick transitions between lessons (Havers, 1995).
- The male brain is set to renew, recharge, and reorient itself by entering what neurologists call a *rest state*. The boy in the back of the classroom whose eyes are drifting toward sleep has entered a neural rest state. It is predominantly boys who drift off without completing assignments, who stop taking notes and fall asleep during a lecture, or who tap pencils or otherwise fidget in hopes of keeping themselves awake and learning. Females tend to recharge and reorient neural focus without rest states. Thus, a girl can be bored with a lesson, but she will nonetheless keep her eyes open, take notes, and perform relatively well. This is especially true when the teacher uses more words to teach a lesson instead of being spatial and diagrammatic. The more words a teacher uses, the more likely boys are to "zone out," or go into rest state. The male brain is better suited for symbols, abstractions, diagrams, pictures, and objects moving through space than for the monotony of words (Gurian, 2001).

In 2007 researchers at Stetson University completed a three year study comparing single-sex and coed classes at two public elementary schools in Florida. These students were all learning the same curriculum

in the same school district. Class sizes were the same, demographics were the same. On the Florida Comprehensive Assessment Test, similar to the Arkansas Benchmark test, boys in coed classes scored 37% proficient and the girls in the coed classes scored 59% proficient. In the single-sex classes, girls scored 75% proficient and the boys scored 86% proficient. The pattern of single-sex schools being particularly effective for males seems to be consistent across studies. In 2005 Cambridge University release results of a four year study that looked at over 50 different schools representing wide variety of socioeconomics and ethnic backgrounds. The study sought to identify strategies that improved the performance of both girls and boys and that narrowed the gender gap between boys and girls. One of the strategies studied was single-sex education. Their result showed that single-sex education was very effective in boosting boys' performance in English and foreign languages. For girls, performance in math and science improved. In 2000 classes at the Thurgood Marshall Elementary School in Seattle was transformed into a school of all single-sex classes. Within weeks discipline referrals dropped from 30 a day to 2 a day. The boys at the school went from scoring at the 30% level on the Washington Assessment of Student Learning to 73%. Reading scores went from 20% to 66%. The research is so persuasively positive about the benefits of all male education that the number of public, single sex schools in the U.S. has grown from 7 to 277 in five years.

Challenging Traditional Public School Options in Pulaski County - Academic performance data collected by ADE indicate that the three school districts serving Pulaski County (Little Rock, North Little Rock, and Pulaski County Special School District) fall behind state averages on both the criterion-referenced Benchmark Exams and the norm-referenced SAT-10, across all grade levels in both Math and Literacy.



Deficits at the elementary and middle-school grade levels are ultimately reflected in high-school performance, as is evident from the Spring 2008 Algebra, Geometry, and Literacy End-of-Course examinations.

	Percent Proficient or Advanced on End-of-Course Exams		
	Algebra	Geometry	Literacy
State	66%	60%	51%
LRSD	50%	36%	38%
NLRSD	46%	52%	51%
PCSSD	49%	36%	38%

A.C.A. §6-23-304 holds that "The state board shall give preference in approving an application for an open-enrollment public charter school to be located in any public school district: (1) Where the percentage of students who qualify for free or reduced-price lunches is above the average for the state; (2) Where the district has been classified by the state board as in academic distress under §6-15-428; (3) Where the district has been classified by the Department of Education as in some phase of school improvement status under § 6-15-426 ...". The percentage of students qualifying for free or reduced lunch in the Little Rock School District is 62.2% compared to 54.2% statewide. Further, academic achievement in the Little Rock School District has been in steady decline for at least the last three years. In 2005, the school had a total of 22 schools in some phase of school improvement; in 2006 24 schools were listed as in some phase of school improvement. In this most recent year, 28 schools have made the list; 7 on Year 1 of School Improvement, 5 on Year 2 of School Improvement, 4 Corrective Action and 12 in the Restructuring phase.

Caroline Hoxby, Professor of Economics and Director of the National Bureau of Economic Research at Harvard has published numerous reports showing that when competition is introduced into the K-12 education market through Charter schools, all schools in the area, traditional public and private, improve. In 2006, the US we spent \$748.4 *billion* on public elementary and secondary education. That was 5.7% of the Gross Domestic Product. Public education is one of the only segments of the GDP where America has not introduced any meaningful competition. Public charter schools are intended to introduce, on a very small level, some degree of competition in the public education arena. Fair market competition almost always produces a better product and a more reasonable price. We know that. Business knows that. Policy makers know that.

## **6. Description of the Educational Program to be Offered**

Success of single-sex education requires careful preparation of teachers and extensive planning for benefits to occur. Little Rock Urban Prep for Young Men will employ a number of strategies to make the educational environment more boy-friendly. The learning environment, for example, will encourage physical movement and use bright lighting. The school will provide reading materials that boys enjoy, those that emphasize excitement, mystery and showdowns between good and evil. Boys benefit from multimedia

techniques, spatial and graphic ways of teaching, teams and competition, play and humor, music, and experiential learning, particularly outdoors. The school instructional day will be seven and a half hours long with four additional 15 minute recesses/breaks and a thirty minute lunch. The structure of the day has been designed to accommodate boys' need for movement and frequent physical activity. The school year will 200 days long. Because reading and language come more slowly to boys than girls, Little Rock Urban Prep for Young Men will provide three periods of language arts a day; phonics, reading comprehension and writing.

School uniforms - blazers and ties will be required. The school will be structured and with fair and consistent discipline, and teaching methods geared specifically to boys.

**Core Knowledge Sequence.** Core Knowledge focuses on teaching a common core of concepts, vocabulary, skills, and knowledge that characterize a "culturally literate" and educated individual. The purpose of the approach is to increase students' receptive and productive vocabulary, increase comprehension, and help build a general knowledge base, thus increasing academic performance.

Core Knowledge is based on the principle that the grasp of a specific and shared body of knowledge will help students establish strong foundations for higher levels of learning. Developed through research examining national and local core curricula and through consultation with education professionals in each subject area, the Core Knowledge Sequence provides a model of specific content guidelines for students in the preschool, elementary, and middle school grades. It offers a progression of detailed grade-by-grade topics in language arts, mathematics, science, history, geography, music, and fine arts, so that students build on knowledge from pre-kindergarten through grade eight. The Core Knowledge Sequence is aligned to the Arkansas Curriculum Frameworks for each discipline covered. Instructional strategies are modeled for teachers, but the selection of strategies is left to the discretion of teachers. Outlines of the K-2, 3-5, and 6-8 Core Knowledge Sequence curriculum is included in applicant attachments.

**Singapore Math.** The Singapore Math curriculum emphasizes acquisition of mathematical facts through a combination of direct instruction and guided problem solving, rather than through "discovery" methods. Historically, the curriculum was developed by the Curriculum Development Committee of Singapore in the 1980s, in efforts to educate a workforce prepared for science and technology fields. Results of the 1995, 1999, and 2003 Trends in International Mathematics and Science Study (TIMSS) tests demonstrated that the efforts were successful. Singapore's students performed at the top for those countries that were included in the study. The United States, unfortunately, scored near the bottom. A subsequent (2005) study by the American Institutes for Research (AIR) for the U.S. Department of Education reached favorable conclusions regarding the Singapore Math curriculum, and recommended that its implementation begin at the Kindergarten level, with ongoing professional development opportunities for teachers who most likely have been trained in the less-successful discovery methods. Both of these recommendations will be followed by Little Rock Urban Prep for Young Men. The Singapore Math curriculum will allow most of the students enrolled in Little Rock Urban Prep for Young Men to take Algebra I for high school credit in the 7th grade and Geometry for high school credit in the 8th grade. This will make it possible for the young men to master Algebra II, Calculus, Trigonometry and Statistics in high school.

**Latin and Spanish.** All students study Latin in grades K-5, and Spanish in grades 6-8. The choice of Spanish is obvious, but why study Latin? Latin equips a student with the strongest single foundation for mastering Romance languages, modern inflected ones such as Russian and German, and even non-related tongues like Arabic, Chinese, and Japanese. Working with Latin broadens a person's notion of

structures possible in English and other languages. In addition, 80% of the vocabulary of the Romance languages—French, Italian, Portuguese, Romanian, and Spanish—is based on Latin.

Learning Latin strengthens basic English skills in vocabulary and reading comprehension focuses on grammar which leads to improved English writing and communication. An area that is more difficult for boys. The study of Latin increases cultural awareness and makes cultural connections. The *Ecce Romani* series, in particular, introduces students to a rich source of mythology, literature and history and presents material required in Language Arts and Social Studies Standards in Grades 6-8.

The value of Latin is immediate. Past studies have shown that younger students made big gains after exposure to Latin. In the District of Columbia Remedial English students who studied Latin ended the year 5 months ahead of others with no foreign language instruction and 4 months ahead of those taught French and Spanish. Philadelphia students taught Latin 15 minutes a day for one year scored one full year higher on the Iowa Test of Basic Skills Vocabulary subtest than the control group. Sixth graders in Indianapolis, who studied Latin for 30 minutes a day, after the first 5 months had made gains over control groups of 1 full year in both reading and language; 9 months in math problem solving; 7 months in social studies; 5 months in science; 4 months in spelling.

In her article "*Lively Latin Boosts English Skills and Reinforces Core Subjects*," Virginia Barrett offers several cogent observations: Studying Latin vocabulary brings students in contact "with word roots, prefixes and suffixes which constitute 60% of all English words and 90% of those over two syllables long. Students acquire the building blocks of English..... Evidence [has shown] dramatic improvement in student reading scores on standardized tests nationwide, especially of Black and Hispanic students in urban schools."

The non-English word structure and sentence patterns found in Latin help develop observant, analytical, and logical students. Their mind develops in demanding and practical ways. For these reasons, students of Latin are appreciated and sought after by human resources departments. Since our goal is to prepare young men to be successful in high school and college we also appreciate to edge students of foreign languages, and Latin in particular, have on the SAT. The average score for all students taking the SAT is 504. For students who study Latin, the average score is 665; for those studying Spanish it is 581.

Barrett notes that students can also relate more easily to many terms they are asked to learn in geography, biology, astronomy, math, civics and social studies. Most English grammar terms are borrowed from Latin, too. The Roman Empire was expansive in both territory and influence. It was also a multi-ethnic, multi-racial society. Thus students can relate many aspects of Roman society to their modern world.

The *Prima Latina* series will be used for K-1; and the *Minimus Mouse* series will be used for grades 2-3 and the *Ecce Romani* series will be used for grades 4 and 5.

**Technology.** Becoming a *technological thinker and leader* is essential for full participation in our high-tech, global world. The education and economic communities agree that technological literacy is necessary for full participation in society. Little Rock Urban Prep for Young Men will use a technology curriculum that is web based and designed to integrate into core courses instead of being a stand alone course. The program that has been chosen is very hands on, project based and multisensory which match the best practices for teaching boys. The benefit of using a web based program is that students, and their parents,

can access it anytime, anywhere they can access the internet. A curriculum scope and sequence is included in the applicant attachment section.

**Engineering.** The engineering curriculums that have selected will reinforce and extend what is taught in math and science courses. Because boys learn best when they can work on projects that are hands on, active and in 3-D we have chosen to combine the ROBOLAB program from the Tufts Center for Engineering Education Outreach, and the project based TeachEngineering curriculum. The ROBOLAB program includes K-12 activities using LEGOs and the RCX, a wireless programmable LEGO® brick, to introduce engineering concepts to students. The activities start with dynamic projects. ROBOLAB™, the software package used to control the RCX, including Pilot, is a way to introduce programming to students and leads into Inventor, which allows students to construct more complex programs.

TeachEngineering.org is a collaborative project between faculty, students and teachers associated with five universities and the American Society for Engineering Education, with NSF National Science Digital Library funding. TeachEngineering.org is a searchable, web-based digital library collection populated with standards-based engineering curricula for use by K-12 teachers and engineering faculty to make applied science and math (engineering) come alive in K-12 settings.

**Career Cluster.** All students, kindergarten through 8th grade, will have a Career Cluster class everyday. Each quarter, the students will rotate through Economics, Entrepreneurship, Ethics and Etiquette curriculums. The instruction will be differentiated for age and developmental levels, but each student will have a full quarter instruction in each cluster area every year. We believe economist Arnold Kling was correct when he said, "The ultimate source of our wealth is our moral and our mental development. With moral development, we are able to trade peacefully with strangers, create habits and institutions that reward work more than theft or expropriation, and value education and learning. With mental development, we have accumulated knowledge that enables us to achieve high levels of productivity."

**Economics.** The economics curriculum has been developed by the National Council of Economic Educators and focuses on 20 core principles of economics. Seventeen of the twenty principles are taught K-8, with the instruction differentiated by grade.

For example, the principle of Marginal Cost/Benefit is explained to elementary students as few choices are all-or-nothing decisions; they usually involve getting a little more of one thing by giving up a little of something else. The elementary students might be asked to analyze how to divide their time on a Saturday afternoon when the possibilities are raking leaves to earn money, going roller skating with friends, and shopping at the mall with their aunt. Students will identify the possible uses of their time and explain how devoting more time to one activity leaves less time for another.

The same principle of Marginal Cost/Benefit is explained to middle school students as to determine the best level of consumption of a product, people must compare the additional benefits with the additional costs of consuming a little more or a little less. The middle school students might be asked to solve the following problem: Your grandmother gives you \$20 for your birthday and you are trying to decide how to spend it. You are considering buying compact disks (\$12 each), going to the movies (\$5 per ticket), or taking some friends out for pizza (\$7.50 per person). You do not have to spend all your money on one thing. You can use some money for one thing, and some for another. How would you spend your money to get the greatest satisfaction?

A Scope and Sequence Summary for the Economics curriculum is included in the applicant attachment section.

**Entrepreneurship.** Children who are taught about entrepreneurship are more likely to start their own businesses and more likely to succeed with these businesses. Most new entrepreneurs can point to a parent or close relative or family friend who ran their own business. What happens to kids who live in impoverished communities where entrepreneurial businesses are rare, and parents are unemployed, underemployed, or simply struggling to get by? That's what entrepreneurship education is designed to attack – it seeks to provide the rest of the students with the skills and education that the children of entrepreneurs get from simply sitting at the dinner table and listening to their parents. The Kauffman Center for Entrepreneurial Leadership poll found that nearly seven out of 10 youth (aged 14-19) were interested in becoming entrepreneurs. Yet, 85 percent responded they were taught little or nothing about how business and the economy work.

Little Rock Urban Prep for Young Men will use the National Content Standards for Entrepreneurship Education developed by the Consortium for Entrepreneurship Education (see Scope and Sequence in Applicant attachments). The best known and most effective programs work with disadvantaged youth or youth who reside in distressed urban or rural settings. Because we understand that boys learn best when subject matter is taught in active, tactile, project based ways we have chosen REAL (Rural Entrepreneurship through Action Learning) Enterprises as the primary curriculum. Although REAL was developed in North Carolina originally for rural schools, it will adapt nicely to the small size of a charter school. NC REAL Enterprises, Inc. trains both teachers and students, from kindergarten through high school, and will train the Little Rock Urban Prep for Young Men staff. K-8 REAL programs help students write business plans and include a tight linkage with local entrepreneurs. These community links help ensure that student-run business also meet pressing local needs.

K-8 REAL is about implementing school-based enterprises, financial literacy, and community service projects. Components of the K-8 REAL include:

**Merchants Mall:** This is the entrepreneurial cornerstone of a K-8 community. This component helps students learn skills by owning and operating a business venture. Students initially purchase items from their teacher(s) to sell in their stores, but as the businesses grow and demand increases, warehousing and manufacturing soon become new opportunities for student-run ventures.

**Courts:** Every classroom, as well as community, has norms and rules individuals must adhere to as a part of the group. When someone does not conform to expectations, then appropriate consequences must occur. Activities in this component may result in the creation of a legislative body, a written constitution, a community charter, and the formation of courts to address special community needs.

**Banking:** Because it is important that students gain an understanding of the flow of money, banking is an integral part of the K-8 community. Banks initially provide a place to cash checks, save money, or take out a loan. Eventually, there may be competing banks, interest calculated on accounts and certificates of deposits to compete for the investment dollars of K-8 citizens.

**Revenue:** This component helps students understand that nothing is without cost. Citizens must pay taxes on the goods and services they receive. Paying taxes helps students understand that communities, too,

must make decisions about the tab revenue they collect. Teaching revenue concepts may include personal budgeting, gross and net earnings, salary raises or bonuses, credit counseling, garnishment, etc.

K-8 REAL seeks to help elementary and middle school students gain hands-on experience in three areas:

- Being an effective citizen of the school community
- Being an effective part of an enterprise
- Affecting the broader community in a positive way

The four components of K-8 REAL may be taught in the following sequences or may be presented to students individually, depending on need and student day structure.

1. **Community Counts:** Applying the REAL Exploration process to address a need in the local community. This component includes examining the community's history and current institutions and needs, features research, proposal writing, creating a plan of action, identifying and securing resources, and exploring ethical and legal issues. Community Counts underscores each student's worth as a potential change agent.

2. **REALity Check:** Learning the real value of money for oneself and one's family through budgeting, demographics, and goal setting.

3. **The REAL Workplace:** Learning how an enterprise works through the experience of holding a job and participating in the running of a school-based business. Managing, operating, and marketing the enterprise teach students the key concepts of responsibility and accountability.

4. **REAL Exploration:** Learning the entrepreneurial process through research, writing, and implementation of a business plan for a class or school-based enterprise. This process reinforces the acquisition of knowledge and skills in the areas of presentation, leadership, communication, and collaboration.

With imagination you see how the young men will be using and reinforcing reading, writing and math skills without the drudgery of additional seat time in a traditional class.

**Ethics.** The Latin phrase *Litterae sine moribus vanae* translates as Education without good morals is useless. We go so far as to say education without good morals is dangerous.

The ethics lessons help students respect one another and respect differences. The courses teach students how to think, and make decisions based on facts rather than on opinions. Formal instruction in the field of ethics will help our young men look more critically at the choices they face, analyze the consequences of those choices, and then make the right choice. At the elementary level we focus on seven universal ethical principles: conscience, character, competence, consequences, choices, compassion and courage, and introduce business ethics. The curriculum used to introduce business ethics in the elementary schools and as the primary curriculum in the middle school is the *Excellence Through Ethics* business ethics curriculum developed by Deloitte & Touche. The Scope and Sequence of that curriculum is included in the applicant attachments section.

**Etiquette.** "To have respect for ourselves guides our morals; and to have a deference for others governs our manners." Lawrence Sterne, Irish novelist & satirist (1713 - 1768). Becoming a man is a biological



process; becoming a gentleman requires instruction and male role models. A gentleman is the product of ethics and etiquette. A gentleman's word is his bond. A gentleman always gives credit where credit is due. A gentleman stands when a lady enters the room. Good social skills are a great equalizer; they transcend social class, economic status, race, personal achievement. Studies at Harvard University, Stanford Research Institute and Carnegie Foundation support this statement, finding that 85% of future success depends on social skills. Our goal is to develop young men who have strong self-esteem and confidence, and are socially comfortable and proficient in handling a wide variety of social interactions and settings. Most rules of etiquette are based on consideration. On which side do you wear a name tag if given one at a meeting? The right. Why? Because we shake hands with our right hand. And during a handshake, the parties eyes are naturally drawn to the right lapel. Others are a bit more difficult to know intuitively. How do you address a Senator? Senator Smith. How do you address a member of the House of Representatives? Mr./Mrs./Miss/Ms. Smith.

Modern business is global and demands people travel to foreign countries and mix with foreign clients, colleagues or customers. Each one of those cultures will also have their own etiquette rules, many of them unwritten. When two or more different cultures mix, it is easy for small etiquette mistakes to be made that could have negative consequences. We are preparing our young men to participate in the global economy. As U.S. corporations place a higher premium on overseas business, those with expertise in foreign etiquette, practices and languages will find themselves well-positioned for exciting and often lucrative foreign assignments.

*The Polite Child* is the curriculum that will be used in grades K-3. This curriculum focuses on: Social skills, Dining skills, Conversation Skills, Telephone skills, Safety skills, Thank you notes and proper correspondence.

The curriculum we will use for our 4th-8th graders is the American School of Protocol's *Power, Presence and Style*. The focus of this curriculum includes: Self-Presentation Skills, Dining Skills, Conversation Skills, Telephone Skills, Thank You Notes, Posture, Hair and Makeup, Clothing, Dating Skills, Job and College Interviews, professional grooming, positive attitude at work, positive verbal and non-verbal behavior, Verbal, Written and Electronic Communications, Meeting Protocol, Diplomatic and Political Protocol, International Meetings and Greetings.

## **7. Specific Measurable Goals**

Little Rock Urban Prep for Young Men will implement an assessment system that will provide several measures of student achievement.

### State-Mandated Assessments

Consistent with Arkansas' accountability program for meeting requirements of federal No Child Left Behind Act (NCLB) requirements, the school will participate in the Arkansas Comprehensive Testing, Assessment and Accountability Program (ACTAAP). All students will be required to participate in grade-appropriate state-mandated assessments, which will include the following:

Criterion-Referenced - Benchmark Exams at grades 3-8, which include measures of proficiency in math and literacy; additional State Benchmarks as developed.

Norm-Referenced - SAT-10 augmented, or other norm-referenced test approved by the State Board of Education. On the 2008 administration of the SAT-10, measures of performance in Mathematics Problem Solving and Reading Comprehension were available for grades 1-8, and for Comprehensive Language for grades 3-8.

Failure to participate in these assessments will be grounds for dismissal from the school.

The school will establish Adequate Yearly Progress goals so that 100% of students in NCLB defined subgroups will perform at the Proficient or Advanced Levels on criterion-referenced assessments by the 2013-2014 school year. During the first two years of operation, the goal will be to have 20% of students within each subgroup who score at the basic or below basic level to advance to at least the proficient level each year. After the first two years, this annual goal may be adjusted as necessary to meet the 2013-2014 target of 100% proficiency.

Longitudinal Student Performance Goals - On average, students in the school for at least two years will show improvement as measured by relevant Reading/Literacy and Math percentile ranks on state-mandated norm-referenced tests. The level of improvement will meet or exceed state averages.

#### Additional Assessments

In addition to state-mandated assessments, the school will use measures of performance that will identify strengths and weakness in its program.

The school will use adaptive assessment methods designed by the Northwest Evaluation Association (NWEA). These computer-based adaptive assessments provide immediate adjustment of assessment materials to maximize information on the child's strengths and weaknesses. NWEA's assessments are aligned to Arkansas Curriculum Frameworks and provide individualized results so that appropriate modification of a child's educational program can be made. NWEA assessments will be conducted at the beginning of the school year and repeated quarterly.

Plato Learning Environment will be a part of the school's curriculum. The Plato system provides instructional materials that are guided by assessments aligned to Arkansas Curriculum Frameworks. These assessments provide feedback that can be used to tailor a child's educational program according to identified strengths and weaknesses. Assessments will be conducted at the beginning of the school year and repeated as frequently as the teacher deems necessary.

### **8. Arkansas Curriculum Frameworks and Charter Curriculum Alignment**

All core courses will be taught using the Core Knowledge curriculum, which has been professionally aligned to the Arkansas frameworks. The school's founders understand that student assessment is based on the Arkansas frameworks and it follows that curriculum and materials need to be coordinated with those frameworks also. The Director of Curriculum, Instruction and Assessment will be charged with making sure that the curriculum alignment is correct as the State Board adopts new standards in various subjects.

## 9. Description of Geographical Area to be Served

Little Rock Urban Prep for Young Men expects most of its students to come from the city of Little Rock. The city of Little Rock has a total area of 117 square miles. As of the 2000 census, there were 183,133 people, 77,352 households, and 46,488 families residing in the city. The population density was 1,576.0 people per square mile. There were 84,793 housing units at an average density of 729.7/sq mi. The racial makeup of the city was 55.1% White, 40.4% Black, 0.3% Native American, 1.7% Asian, 0.03% Pacific Islander, 1.28% from other races, and 1.28% from two or more races. 2.7% of the population is Hispanic or Latino.

There were 77,352 households, out of which 28.6% had children under the age of 18 living with them, 40.5% were married couples living together, 16.1% had a female householder with no husband present, and 39.9% were non-families. 33.8% of all households were made up of individuals and 9.1% had someone living alone who was 65 years of age or older. The average household size was 2.30 and the average family size was 2.98.

In the city the population was spread out with 24.7% under the age of 18, 10.0% from 18 to 24, 31.7% from 25 to 44, 22.0% from 45 to 64, and 11.6% who were 65 years of age or older. The median age was 34 years. For every 100 females there were 89.2 males. For every 100 females age 18 and over, there were 85 males.

The median income for a household in the city was \$37,572, and the median income for a family was \$47,446. Males had a median income of \$35,689 versus \$26,802 for females. The per capita income for the city was \$23,209. 14.3% of the population is below the poverty line. Out of the total population, 20.9% of those under the age of 18 and 9.0% of those 65 and older were living below the poverty line.

The Little Rock School District serves approximately 26,000 students. The city has four open enrollment public charter schools and 34 independent schools with tuition ranging from \$1,700 to \$8,300 a year.

## 10. Plan for Annual Report to Parents, the Community, and the State Board of Education

Per Standards for Accreditation, Section II. Goals and Administration of Arkansas Schools, 7.02 School District Goals, Number 7.02.2, 7.02.3, 7.03.3.1 and 7.03.3.2, Little Rock Urban Prep for Young Men will send home notices and publish an announcement in the *Arkansas Democrat Gazette* and *Hola Arkansas* before November 15 of each school year, a report to the public detailing progress toward accomplishing program goals, accreditation standards, all evaluation studies and reports and proposals to correct deficiencies. This information will be made available to the public through the local newspaper, will be mailed to the State Board of Education, and will be posted on the school website.

The school will at least annually prior to November 15, explain its policies, programs, and goals progress toward accomplishing program goals, accreditation standards, all evaluation studies and reports and proposals to correct deficiencies and to the community in a public meeting that provides opportunities for parents and other members of the community to ask questions and make suggestions concerning the school program.

## 11. Enrollment Criteria

*Section 9(6) of the Arkansas Charter School Act 736 of 2007 (The "Act")* requires that the proposed public charter school will "... in its admissions policy, prohibit discrimination on the basis of sex, national origin, race, ethnicity, religion, disability, academic or athletic eligibility." Little Rock Urban Prep for Young Men is designed as a single sex school. Pertinent to this is consideration of any unlawful gender discrimination. On the federal level, the guiding statute for public school accepting any federal funds has been *Title IX of the Elementary and Secondary Education Act of 1972* that requires schools to provide the same, or comparable programs for males and females.

On October 25 2006, the United States Department of Education published new regulations governing single-sex education in public schools. These new regulations were required by a provision in the No Child Left Behind Act (NCLB), to legalize single-sex education in public schools (specifically, *34 CFR Part 106, sections 5131(a)(23) and 5131(c)* of the NCLB). The new regulations allow public schools to offer single-sex classrooms, provided that the schools:

- 1) provide a rationale for offering a single-gender class in that subject.
- 2) provide a coeducational class in the same subject at a geographically accessible location. That location may be at the same school, but the school or school district may also elect to offer the coeducational alternative at a different school which is geographically accessible.
- 3) conduct a review every two years to determine whether single-sex classes are still necessary to remedy whatever inequity prompted the school to offer the single-sex class in the first place.

The new regulations also cleared away the confusion surrounding the legal status of single-sex schools -- schools which are all-girls or all-boys. In fact, the new regulations provide some incentive for school districts to offer single-sex schools *rather than* single-sex classrooms within coed schools. Single-sex schools are specifically exempted from two of the three requirements above. They don't have to provide any rationale for their single-sex format, and they don't have to conduct any periodic review to determine whether single-sex education is "necessary" to remedy some inequity. They do have to offer "substantially equal" courses, services, and facilities, at other schools within the same school district. These are the provisions that Jacksonville Middle School for Girls and Jacksonville Middle School for Boys operate under.

Public Charter schools are exempt from all three of the requirements.

Enrollment in Little Rock Urban Prep for Young Men will be open only to males.

Within that framework, Little Rock Urban Prep for Young Men may provide for the exclusion of a student who has been expelled from another public school district in accordance with the Act. Admission of students previously expelled from any public or private school is only allowed in exceptional circumstances. Failure of parents to disclose this information; or the provision of false information can, and most likely will, result in immediate dismissal.

Because the Little Rock School District is in the process of asking to be declared unified in terms of desegregation efforts, the use of a weighted lottery will be used if necessary to comply with court and legal settlement standards. Per Arkansas law (A.C.A. § 6-18-203), grade eligible children of faculty and staff are

given waivers from the lottery. Children of founding members are also exempted from the lottery. Parental involvement is much more likely when siblings attend the same school; therefore, siblings are giving a preference in the admissions process.

**Recruitment.** Between January 1 and June 30, 2009 Little Rock Urban Prep for Young Men will actively recruit students. This will be accomplished by 1) recruitment meetings held in all areas of the city of Little Rock; 2) advertising (English and Spanish) in the local papers and/or on radio and cable television stations; 3) distribution of recruitment information at local businesses, churches, and community gathering places; 4) electronic applications and information available on the school's website; and 5) any other means deemed appropriate by the administrator and/or board.

**Random Selection Drawing.** A random selection drawing is required if the number of applications exceeds the number of available spaces. Prior to the application period, the School will:

Establish written procedures for conducting a random selection drawing.

- Establish the maximum number of spaces available per grade.
- Establish the date, time, place and person to conduct the random selection drawing.
- Notify the Arkansas State Board of Education of the date of the random selection drawing, if needed. The Arkansas State Board of Education may have a representative on-site to monitor the random selection drawing process.

The School will use a credible, neutral "third party" such as a CPA firm, government official, or civic leader to conduct the random selection drawing. Further, the School will:

- Conduct the random selection drawing at a public meeting where parents, community members and the public may observe the process.
- Use numbers, letters, or another system that guarantees fairness and does not give an advantage to any applicant.

The School will notify applicants not chosen in the random selection drawing that they were not selected and that their name has been placed on the School's official waiting list for openings that may occur during the academic year. Students shall appear on the official waiting list in the order they were selected in the random selection drawing.

## 12. Job Description of School Director and Other Key Personnel

The school will have a shared administrative structure. The Director of Curriculum, Instruction and Assessment (CIA) The Lead teacher's focus is on the growth of the school's educational programs. The CIA Director will be a master teacher with administration skills. He or she will be responsible for Curriculum Development; Staff Development; Behavior Support; Parent Relations; Instructional Staff Supervision; and Special Education Supervision. The CIA Director Teacher and the CEO will work closely together. The CEO will focus on the overall success of the school with particular responsibilities for school operations. His or her responsibilities include Development; Finance and Accounting; Physical Plant; Data Management; Communication; Strategic Planning; and Compliance.

The school will employ an Administrative Assistant for Business and Reporting who will be responsible for business operations of the school and all financial reporting required by the state. An Administrative

Assistant for Office Management will be responsible for front office duties, health and first aid, and student information reporting required by the state. Because we believe that the primary role for instructors is to teach, we will engage an Administrative Assistant for Staff Support who will be responsible for non-instructional duties such as lunch counts, attendance, preparing and duplicating teaching materials, maintaining and operating technology used for instruction, and other similar duties to support the school's Instructors.

Staff at all levels will be given wide discretion in the way they carry out their duties understanding that each will be evaluated by assessing the school's student academic achievement with compensation significantly impacted by a generous pay for performance system. Staff members who do not positively contribute to measurable student success will not be retained.

Year one, the school will have 20.5 FTE Instructors assigned as follows: 15.0 FTE Regular Classroom Instructors; 1.0 FTE Special Education Instructor (OT, PT, and Speech will be contracted out, as necessary); .50 English Language Learner Instructor; 1.0 FTE Fine Arts Instructor; 1.0 FTE Latin Instructor; .50 FTE Economics Instructor; .50 FTE Ethics Instructor; .50 FTE Entrepreneur Instructor; and .50 FTE Etiquette Instructor.

### **Chief Executive Officer - Job Description**

The Chief Executive Officer (CEO) of Little Rock Urban Prep for Young Men reports to the Board of Trustees of Little Rock Urban Prep, Inc.

**Qualifications:** The CEO will have at minimum a master degree from an institution widely regarded as outstanding in the fields of education, law, business and/or finance. Sound understanding of descriptive and nonparametric statistics as they apply to performance and growth models of academic achievement and operational cost efficiency will be essential for this position. The CEO will demonstrate the skills and characteristics to accelerate achievement in populations including high risk individuals; to run a financially sound and ethically based business operation; and to inspire young men, parents and the community.

The CEO is responsible for the effective operation of the School; general administration of all instructional, business or other operations of the School; and for advising and making recommendations to the Board of Trustees with respect to such activities. He or she shall perform all the duties and accept all of the responsibilities usually required of a Superintendent as prescribed by the Education Laws of Arkansas, the rules and regulations of the Arkansas Board of Education, and the rules and regulations established by the Arkansas Department of Education.

#### **1. Primary Activities**

The CEO shall possess the following powers and be charged with the following duties:

- A. As the CEO of the School, with the right to speak on all matters before the Board, but not to vote
- B. To enforce all provisions of law and all rules and regulations relating to the management of the School and other educational, social and recreational activities under the direction of the Board.

## **2. Responsibilities**

A. Keep the Board informed of the condition of the School's educational program; assure effective communication between the Board and the staff of the School. Relay all communications by the Board regarding personnel to School employees and receive from all School personnel any communications directed to the Board.

B. Prepare the agenda for Board meetings, in consultation with the President of the Board. Prepare and submit recommendations to the Board relative to all matters requiring board action, placing before the Board such necessary and helpful facts, information, and reports as are needed to insure the making of informed decisions.

C. Submit to the Board a clear and detailed explanation of any proposed procedure that would involve either departure from established policy or the expenditure of substantial sums.

D. Develop and recommend to the Board objectives of the educational program; see to the development of internal objectives which support those of the Board.

E. Develop and recommend to the Board long-range plans consistent with population trends, cultural needs, and the appropriate use of School facilities, and see to the development of long-range plans which are consistent with Board objectives.

F. See to the development of specific administrative procedures and programs to implement the intent established by Board policies, directives and formal actions.

G. See to the execution of all decisions of the Board.

H. See that sound plans of organization, educational programs and services are developed and maintained for the Board.

I. Maintain adequate records for the schools, including a system of financial accounts, business and property records, personnel records, school population and scholastic records. Act as custodian of such records and all contracts, securities, documents, title papers, books of records, and other papers belonging to the Board.

J. Be directly responsible for news releases and/or other items of public interest emanating from all School employees that pertain to education matters, policies, procedures, school related incidents or events. Approve media interviews of this nature with School employees.

K. Provide for the optimum use of the staff of the School. See that the School is staffed with competent people who are delegated authority commensurate with their responsibilities. Define the duties of all personnel.

L. Appointment, discipline or terminate the employment of all staff of the School as necessary.

M. See that appropriate in-service training is conducted. Summon employees of the School to attend such regular and occasional meetings as are necessary to carry out the educational programs of the School.

N. See to the development throughout the School of high standards of performance in educational achievement, use and development of personnel, public responsibility, and operating efficiency.

O. See that the development, authorization, and the maintenance of an appropriate budgetary procedure is properly administered. Prepare the annual proposed budget and submit it to the Board by April 10 or at such earlier date as is necessary to provide an adequate opportunity for the Board's discussion and deliberation.

P. See that all funds, physical assets, and other property of the School are appropriately safeguarded and administered.

Q. File, or cause to be filed, all reports, requests and appropriations as required by various governing bodies and/or Board policies.

R. Establish and maintain liaison with community groups which are interested or involved in the educational programs of the School.

S. Establish and maintain liaison with other Charter schools, school districts, the State Education Department, colleges and universities, and the U.S. Department of Education.

T. Act on own discretion in cases where action is necessary on any matter not covered by Board policy or directive. Report such action to the Board as soon as practicable and recommend policy in order to provide guidance in the future.

#### Primary Relationships

The CEO observes and conducts the following relationships:

##### A. Board of Education

1) As chief executive officer, be accountable to the Board of Trustees, as a Board, for the administration of the educational program and for the interpretation and fulfillment of the aforesaid functions, primary activities and responsibilities.

2) Attend, or have a representative attend, all meetings of the Board.

3) Represent the School as the chief executive officer in dealings with other school systems, professional organizations, business firms, agencies of government and the general public.

4) Report directly to the Board of Trustees, as a Board, and as required to all appropriate governmental agencies.

5) Act as reference agent for problems brought to the Board.

6) Work with the Board of Trustees to develop appropriate programs and policies, upon either the recommendation of the CEO or the initiative of the Board of Trustees.

##### B. Staff



- 1) Directly oversee the work of other central office personnel.
- 2) Hold regular meetings with the staff to discuss progress and educational problems facing the School.
- 3) Direct the operations and activities of the staff; see that they effectively guide and coordinate the operations and activities of the educational program; secure their assistance in formulating internal objectives, plans and programs; evaluate their job performance; and stand ready at all times to render them advice and support.
- 4) Approve the vacation schedules for twelve month employees.
- 5) Be personally responsible for all staff evaluations.

**C. Others**

- 1) Work with other Board employees and advisors, including auditors, architects, attorneys, consultants and contractors.
- 2) Attend, or delegate a representative to attend, all meetings of municipal agencies or governmental bodies at which matters pertaining to the public schools appear on the agenda.
- 4) Represent the School before the public, and maintain, through cooperative leadership, both within and without the School, such a program of public relations as may keep the public informed as to the activities, needs and successes of the School.
- 5) Receive all complaints, comments, concerns and criticisms regarding the operation of the School from the public, employees of the School, students and Board members.

**Director of Curriculum, Instruction and Assessment**

The Director of Curriculum, Instruction and Assessment reports to the CEO.

**Qualifications - Required**

Master's degree or National Board for Professional Teacher Standards certification, or one year curriculum leadership at the school or district level; Ability to work an extended schedule.

Professional development in the area(s) of: Communication and conferencing skills; Leadership development;

Classroom management; Standards-based curriculum development; Peer observation, coaching, mentoring, and conferencing skills; Student and parent conferencing skills; Knowledge of subject matter; Planning for instruction

Delivery of instruction; Assessment of student performance; grant writing.

## **Responsibilities**

Responsible for assisting in the development of standards-based curriculum and assessment opportunities, research-based instructional methods, aligning of materials and resources to curriculum outcomes, and other teacher leadership responsibilities.

Duties of this position include but are not limited to:

### **A. Professional Development**

- 1) Training early Associate and Professional Teachers, other Lead Teachers and Mentor Teachers
- 2) Observing and providing peer assistance for colleagues.
- 3) Participating in a formalized peer review process as a formative evaluator.
- 4) Assisting in the coordination of all school based professional development opportunities linked to individual professional development plans and job competencies.

### **B. Curriculum**

- 1) Collaborating with colleagues to construct benchmark lessons.
- 2) Assisting with identifying the curriculum needs of the faculty.
- 3) Planning and managing the development of standards-based curriculum, instruction, and assessment plans and strategies.
- 4) Assisting in the adoption of curriculum resources that are consistent with the school's curriculum. Overseeing the textbook ordering and inventory for the school site.
- 5) Ensuring that all textbooks and materials are used effectively as a resource to meet curriculum goals
- 6) Updating themes/units and supervising theme/unit writing.
- 7) Ensuring that all substitutes have lesson plans.

### **C. Leadership**

- 1) Serving as a resource to the School Advisory Council and working with school administrators to develop, implement, and evaluate the school's Improvement Plan.
- 2) Supporting and assisting in implementing the school vision.
- 3) Assisting in the coordination of the school's testing program (SAT-10; Benchmark; NWEA; diagnostics, etc.).
- 4) Set agendas for and facilitate regular staff meetings
- 5) Work with CEO, parent and teacher team to develop and implement recruitment plan
- 6) Work with CEO, parent and teacher team to develop and disseminate public relations materials, such as brochures and newsletters to partners, families, community members, etc.
- 7) Organize field trips
- 8) Coordinate student/parent/team meetings

## **Administrative Assistant for Business and Reporting - Job Description**

The Administrative Assistant for Business and Reporting reports to the CEO of Little Rock Urban Prep for Young Men.

Qualifications: A minimum of three years bookkeeping, cash management and budgeting experience, preferably

five; working knowledge of Cognos accounting software as required for the Arkansas Public School Computer Network for fund accounting; and working knowledge of InSite accounting software as required by the corporation for and cost accounting to measure school cost efficiency. The Business Operations Manager must have strong communication, organization, and follow-through skills. He/she must be extremely flexible and able to work independently. The Business Operations Manager needs to be able to work effectively with school staff, District personnel, and vendors.

The Administrative Assistant for Business and Reporting (Business Operations Manager) is responsible for providing financial, property, risk, and human resource management support to the CEO. The Business Operations Manager will report to the CEO on a daily basis with up to twice a month reports to the governing board.

### **Functional Responsibilities/Essential Duties**

#### **A. Financial Management**

##### **1) Cash Management**

- Determine the best banking institution for the school's bank account(s) and monitor on an ongoing basis
- Reconcile cash accounts monthly

##### **2) Accounts Receivable**

- Establish and monitor method for ensuring purchases, receipts, and invoices are matched appropriately
- Ensure vendors are paid according to established payment terms

##### **3) Payroll Processing**

- Process monthly payroll for all hourly and salaried employees
- Prepare and submit all required payroll tax reports in a timely fashion
- Ensure payroll entries in the accounting system are accurate and up-to-date

##### **4) Budget Management**

- Develop and monitor an annual and five-year budget cycle that is adequate for the school's needs including preparation of periodic budget forecasts
- Prepare and maintain annual and 5-year school budgets for each fund
- Prepare and maintain budget forecasts on an ongoing basis

##### **5) Accounting**

- Ensure accurate data entry of expenditures and deposits
- Revise, maintain, implement, and monitor the school's accounting policies and procedures with special attention to separation of duties
- Ensure school meets requirements of our 501c(3) status on an ongoing basis
- Prepare and accurately account for year-end accruals

##### **6) Financial Reporting**

- Prepare a monthly set of financial statements to include a Balance Sheet, Statements of Revenue and Expenditures (compared to budget) by Fund, Statement of Cash Flow by Fund
- Present Financial Report monthly to governing board
- Prepare and file annual IRS Form 990

7) Annual Audit

- Prepare year-end books for audit
- Assist with annual audit as needed

8) Inventory Management

- Ensure assets are inventoried once per year

9) Risk Management

- Ensure adequate insurance is maintained for the school

B. Human Resource Management

1) Employee Contracts and Files

- Maintain annual employee contracts ensuring appropriate signatures are obtained
- Ensure employee files are maintained according to law

2) Benefits Administration

- Facilitate bidding, monitoring, execution of medical, dental, vision, life and disability insurance
- Oversee enrollment process
- Manage retirement benefits - ensure retirement contributions are transferred accurately and timely
- Ensure COBRA compliance
- Troubleshoot claims issues as necessary

C. Property Management

- Solicit bids for care and upkeep of building

D. Other Responsibilities

- Communicating with the Arkansas Department of Education (ADE) regarding financial questions

**Instructor**

**Qualifications** - Bachelor's degree or higher; core subject instructors must be certified or meet the standards of highly qualified, other instructors must be otherwise qualified; evidence of successful teaching or student teaching experience. Little Rock Urban Prep for Young Men must be comfortable with change and ambiguity, willing to try something new if it is in the best interests of students; Have the willingness and capacity for self-reflection to constantly improve; Be honest about failures, admit and take responsibility for mistakes and develop

effective strategies for improvement. Working at Little Rock Urban Prep for Young Men will demand intelligence, compassion, flexibility, and the ability to reframe issues and information in ways that are meaningful for students. Employees need to be competent, mission-driven, and committed to their own continuous personal and professional growth. Employees must hold high ethical standards, and respect the dignity of every individual and the value of every Little Rock Urban Prep for Young Men position.

## **Responsibilities**

- A. Create a positive culture of high expectations for young men who may be academically unmotivated or lack a personal vision of future college success.
- B. This role involves designing and communicating lesson plans, soliciting and incorporating teachers' feedback, making and distributing copies of lesson plans and curricula, developing and writing tests and answer keys.
- C. Possess knowledge of assessment strategies and the use of data to drive teaching and to modify curriculum and instruction in order to ensure continuous improvement of student achievement
- D. Demonstrate competence using technology as a learning tool: willing and able to integrate technology into teaching, student learning, parent communication and professional growth.
- E. Implement solid classroom management skills
- F. Investigate best practices and research-based teaching and learning strategies and share findings with teaching staff in professional development
- G. Document teaching curricula including unit and lesson plans, curriculum maps, final exams and answer keys, and any other documentation as may be requested or required.
- H. Call or email families frequently to discuss students' progress. Meet with families as requested and/or needed.
- I. Attend meetings scheduled outside of the regular school day, such as parent meetings, student exhibitions, etc.

## **Trustees**

**Qualifications.** The majority of the Trustees will be either content area experts in the Economic, Science, Technology, Engineering and Math fields; or professionals in the fields of law, finance business or higher education. Trustees must have a strong commitment to the education and development of young men. In addition to state ethics statutes, Trustees are required to sign and file a Statement of Financial Interest annually; adopt the Corporations Code Ethics and Conflict of Interest policy.

## **Responsibilities**

- A. Determine, maintain and promote the school's mission and purpose
- B. Select the Administrator and develop annual performance based appraisal by which the Administrator will be held accountable.
- C. Assist in partnership with administrator, faculty, parents, students and community in providing adequate resources for the school to fulfill its mission.

- D. Review the annual budget submitted by the Administrator
- E. Engage in a comprehensive Public Relations strategy whereby the community, constituents, public and the media is informed of the school's mission, accomplishments, and goals, in order to garner support from important members of the community.
- F. Recruit and orient new board members and assess board performance
- G. Ensure legal and ethical integrity and maintain accountability and transparency
- H. Monitor student academic achievement regularly

All faculty and staff will undergo the criminal background check required by Arkansas law before employment contracts become final. Additionally, volunteers having access to students will also be required to undergo criminal background checks.

### **13. School Business Office**

Little Rock Urban Prep for Young Men, under the direction of the Board of Trustees of Little Rock Urban Prep, Inc., is required to establish and maintain adequate accounting records and internal control procedures. Internal control consists of five components: control environment, risk assessment, control activities, information and communication, and monitoring. The objectives of internal control relate to financial reporting, operations, and compliance.

Little Rock Urban Prep for Young Men and all levels of management are responsible for preventing and detecting instances of fraud and related misconduct and for establishing and maintaining proper internal controls that provide security and accountability of the resources of the school. Management is also responsible for recognizing risks and exposures inherent to these areas of responsibility and for being aware of indications of fraud or related misconduct.

A summary of the policies that will guide the business operations of the school follow.

Record Keeping. To provide an accurate and auditable record of all financial transactions, the school's books, records, and accounts are maintained in conformity with generally accepted accounting principles as required by Arkansas's statutes.

Organizational Conflict of Interest or Self-Dealing. Little Rock Urban Prep for Young Men will not be operated for the benefit of an affiliated or unaffiliated organization or an individual in his or her own private capacity or individuals related to Little Rock Urban Prep, Inc. or Little Rock Urban Prep for Young Men members of its management. Little Rock Urban Prep for Young Men will follow all Arkansas conflict of interest laws and disclosures which restrict public officials and employees from taking advantage of their position to gain improper benefits for themselves, relatives, their associates, or their friends. The law also restricts board members from voting on matters affecting their financial interest and limits the circumstances under which they can receive anything of value because of their official position.

Thus, Little Rock Urban Prep for Young Men will be guided by the principle of arms-length standards with all affiliated or unaffiliated organizations or with a private or related individual(s). Annually, each member of the Board of Trustees will file a financial disclosure form as required by statute.

Signature Authorities. To properly segregate duties within Little Rock Urban Prep for Young Men, the President, the Treasurer of the Board and the Charter Leader/Director are the only individuals with signatory authority and are responsible for authorizing all cash transactions. Individual checks of a non-recurring nature greater than \$5,000 will require dual signatures prior to check issuance.

Security of School Documents. Originals of the following corporate documents will be maintained and their presence will be verified on a periodic basis: Charter and all related amendments; Corporation Bylaws; Minutes of the Board of Trustees and subcommittees; Banking Agreements; Leases; Insurance Policies; Vendor Invoices; Grant and Contract Agreements; Fixed Asset Inventory List; Contract and Grant Billings.

Budget. Little Rock Urban Prep for Young Men will prepare an annual operating budget of revenues and expenses, a cash flow projection, and a capital budget. These budgets and projections are reviewed and approved by the Board of Trustees at the annual meeting and modified, as necessary.

Financial statements displaying budget vs. actual and cost accounting analysis results will be prepared by the Business Manager and reviewed by the Treasurer and presented to the Board of Trustees at each monthly board meeting.

Financial Reporting. The Business Manager will maintain supporting records in sufficient detail to prepare the School's financial reports, including:

Annually: Financial statements for audit; Annual budget

Monthly: Trial balance - Internally generated budget vs. actual financial statements with explanations for significant variances; Billing invoices to funding sources; Updating of the cash flow projection; Accounts receivable aging report; Accounts payable listing Quarterly: IRS Form 941 and payroll tax returns and comparable state taxing authority returns; Other reports upon request

Audit. The Board of Trustees will contract annually with a qualified independent certified public accounting firm to conduct an audit of Little Rock Urban Prep for Young Men's financial statements in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards* issued by the Comptroller General of the United States, 2003 Revision (GAS) and, if applicable, the *U.S. Office of Management and Budget's Circular A-133*. The selected audit firm must be familiar with these standards, related Arkansas and Charter School regulations.

Audit/Finance Committee. The Board of Trustees will appoint an audit/finance subcommittee. This subcommittee will nominate the independent auditor and review the scope and results of the audit. The audit/finance subcommittee also receives notice of any consequential irregularities and management letter comments that the auditor noted during the engagement. Additionally, the subcommittee will develop a corrective action plan to address all relevant weaknesses noted by the auditor. The audit/finance subcommittee will also review all financial information of Little Rock Urban Prep for Young Men and provide recommendations to the Board of Trustees.

**Property and Equipment.** Little Rock Urban Prep for Young Men will maintain detailed records of all government-furnished property and equipment, with an identification and segregation of property and equipment acquired through government contracts. The School will tag all property upon receipt and assigns an identification number to the property and all applicable documents. A log will be maintained identifying all property in its possession as follows: Name and description; serial number, model number, or other identification; whether title vests with Little Rock Urban Prep, Inc. or a governmental entity; vendor name, acquisition date and cost; location and condition of the equipment; ultimate disposition data, including date of disposal and sales price or method of disposal.

The School will perform a physical inventory of all property in its possession or control on an annual basis. The physical inventory will be reconciled to the detailed fixed asset subsidiary ledger, and differences, if any, will be investigated and reconciled.

**Procurement Policies.** Little Rock Urban Prep for Young Men will procure only those items and services that are required to perform the mission and/or fill a bona fide need. The school will designate the Administrative Assistant for Business and Reporting as the procurement officer who must participate in the required training provided by the Arkansas Department of Education and/or the Arkansas Association of School Business Officials. Procurements will be made using best value contracting which includes assessing the best value considering quality, performance and price. The school will use a competitive procurement process, which requires sound business practices for purchases less than \$1,000. The school will also select the best value by obtaining three written quotes or published prices for items greater than \$1,000 and less than \$5,000. Finally, a formal bid process, as required by Arkansas statute, will be used for items greater than \$5,000, in which three bids will be received and evaluated using a formal evaluation process.

Little Rock Urban Prep for Young Men will adhere to the following objectives: 1) Procurements will be completely impartial based strictly on the merits of supplier and contractor proposals and applicable related considerations such as delivery, quantity, etc. 2) Make all purchases in the best interests of the school and its funding sources. 3) Obtain quality supplies/services needed for delivery at the time and place required. 4) Buy from responsible and dependable sources of supply. 5) Obtain maximum value for all expenditures. 6) Deal fairly and impartially with all vendors. 7) Be above suspicion of unethical behavior at all times; avoid any conflict of interest, related parties or even the appearance of a conflict of interest in Little Rock Urban Prep for Young Men supplier relationships.

The School will execute a *Purchase Order* for all purchases and it shall be approved by the Business Manager for purchases less than \$1,000 and by the CEO and the Business Manager for purchase greater than \$1,000.

All lease agreements entered into by the corporation will be evidenced by a lease or sublease agreement approved by the Board of Trustees and signed by the CEO. The agreement will identify all the terms and conditions of the lease.

#### **14. Annual Audit of Financial and Programmatic Operations of the School**

**Annual Audit of Financial Operations.** The structure and duties of the Audit Committee are discussed



above in item 13, under the heading *Audit/Finance Committee*. However, processes the prepare for the annual audit begin the on the first day of the financial year and are ongoing daily. Several major controls and procedures will be put into place for General Ledger Activity to prepare for the annual audit.

Major controls address:

A. Timeliness of Entries - All entries will be made soon after the underlying accounting event to ensure the financial records and reporting is current.

B. Support Documentation - All entries will be supported by adequate documentation that clearly indicates the justification and authorization for the transaction.

C. Audit Trail - A complete audit trail will be maintained by the use of reference codes, from source documentation through the books of original entry and general ledger, to periodic reporting statements.

Critical procedures:

1. Financial data on source documentation will be verified against original documents (e.g., invoice, purchase order, etc.) by the Business Manager before entering into the accounting system.
2. Each entry in the accounting system will be reviewed and approved by the Business Manager.
3. Provision will be made for using recurring General Journal entries for certain transactions, such as recording the monthly portion of prepaid insurance.
4. Non-recurring entries, such as for correcting entries, recording accruals, and recording non-cash transactions, will be prepared as circumstances warrant and on an as needed basis.
5. All entries in the books of original entry (e.g., cash receipts journal and disbursements) will be made soon after the accounting event from authorized forms, and will be prepared and reviewed by the Business Manager.
6. All General Journal entries will be supported by General Journal Vouchers that have supporting documentation attached, and have been approved by the Business Manager.

Annual Audit of School Programs. Evaluation of the school programs will be an ongoing process. The school will use quarterly formative and annual criterion references and norm referenced test data to evaluate the school program effectiveness. Because the school will collect data for reporting both by fund accounting and by cost accounting the school will be able to correlate measures program effectiveness with cost efficiency and determine what, if any adjustments need to be made on an annual basis.

#### **15. Statement That School will Participate in APSCN**

The school will participate in the Arkansas Public School Computer Network for reporting education data, as required by state statute or by State Board of Education rule. Staff to be employed will be, or will become, fully competent in all aspects of data entry, record keeping and reporting requirements of the system.

## 16. Facilities

**Proposed Property:** 2410 South Battery St. Little Rock, AR, formerly the Mitchell Elementary School.

**Property Zoning:** PCD. To the east is a property zoned PCD which was approved for a daycare facility. To the west along Roosevelt Road is a property zoned C-3, which is presently vacant. The facility is located in the Central City Planning District. The Land Use Plan shows Public Institutional for this property.

**Surrounding Uses:** This property is within blocks of the Barton Coliseum Livestock Complex, Central High School, and within the Central High School Historical District, Central High Historical Museum and the Quapaw Historical Home District. Because the building is a noted Charles Thompson designed building, efforts are currently underway to obtain listing on the National Register of Historic Places. It is less than 4 minutes from Arkansas Children's Hospital and less than 4 minutes from the Williams branch of the Central Arkansas Library System. The facility is located on Central Arkansas Transit Bus Route #14, the Rosedale Route.

**Structure:** The overall property located at 2410 S. Battery Street is divided into three basic areas: 1) the Main Building – the original structure built in 1908 with approximately 35,000 square feet including an attached addition, called the Annex; 2) a one story classroom addition with approximately 3,800 square feet; and 3) a single detached classroom building, built in 1970s with approximately 1,000 square feet all totaling approximately 39,800 square feet. Brick, Steel and Concrete with Hardwood floors on all levels except for the basement. Exterior has wood facia with brick exterior design. All facia seems to be in very good shape. There are minor issues with some of the small wood areas, but they can be repaired.

**ADA/IDEA Compliance:** 1st floor access is from the parking lot. The Building will be equipped with an elevator to all floors. There are three main stair wells with several fire exits to all floors as well. The Building has several male and female restrooms that will be ADA/IDEA compliant. The facility will comply with all requirements for accessibility in accordance with the Americans with Disabilities Act (ADA) and Individuals with Disabilities Education Act (IDEA) and all other state and federal laws and any additional renovations for compliance shall be performed before occupancy of the building.

**Site Review:** A Preliminary site review was performed on August 28, 2008 at 12:00 p.m. by Terry Jackson of Central Regional Construction, Inc. The following information is the result of that review:

**Basement Area:** This area is primarily used for server, cafeteria, classrooms, restrooms, storage and mechanical components for the building systems. There are indications of a non functioning boiler, pipes and could possibly contain asbestos. In testimony before the Planning Commission on June 19, 2008 it is recorded that all asbestos and mold was removed from the building by the Little Rock School District before it was sold to the current owner.

**1st Level:** All central corridors are in good condition. This area primarily used for Classrooms, Main Office, Health Room and Counseling Office. The possible classroom area has multiple exits to the outside for fire exits.

**2nd Level:** All central corridors are in good condition. This area primarily used for Classrooms and the Library. The possible classroom area has multiple exits to the outside for fire exits.

**Comparable cost for property:** The surrounding area property is leasing anywhere from \$8 to \$16 dollars per square foot.

**Owner relationships:** The building is owned Dr. George Blevens. There are no known relationship between Dr. George Blevens and any members of the Little Rock School District; employees of the Little Rock School District; the eligible entity sponsoring school; or any employees, directors, or administrators of the school.

## **17. Student Services**

Placing a high value on stewardship of public dollars, Little Rock Urban Prep for Young Men has consciously been designed to maximize and strengthen existing community resources rather than replicating those resources whenever possible.

**Guidance Program** - With careful selection of an administrator and teachers, the duties of providing an appropriate guidance program to aid students in educational, personal, social, and career development will be assumed by one or more of the staff. Conferences with parents, student and teachers also will be utilized as an adequate guidance and counseling substitute. In situations where professional psychological or psychiatric care is needed, the school will work cooperatively with the local mental health center, or other existing community resources.

The school will invite area two and four year postsecondary institutions to supply specialists in the areas of academic advisement, finance and recruitment for quarterly parent/student information seminars.

**Health Services** - The school will utilize existing community resources to meet the health service needs of students. Service providers in close proximity to the school include Arkansas Children's Hospital General Pediatric Clinic; the Arkansas Health Department and several private providers. Funds have been budgeted for this purpose and the school would expect Medicaid, ArkKids First and Private Insurance to be utilized. A designated staff member will be trained on the administration of medication and basic first aid, and all staff will have CPR training.

**Media Center** - The school will have a technology center. For more traditional library needs, the school is located close to a branch of the Central Arkansas Library.

**Transportation** - Students will be encouraged to walk for health's sake if they live close enough to the school. The school will encourage families to be environmentally responsible by carpooling when possible or by utilizing the Pulaski County's public transportation system. Although there is no requirement for charter schools to provide transportation, Little Rock Urban Prep for Young Men is on the Central Arkansas Transit bus route. Funds have been budgeted to buy a monthly bus pass for any student choosing to use the public bus system to get to and from school.

**Special Education** - For budgeting purposes Little Rock Urban Prep for Young Men has assumed a special education enrollment of 12%, or approximately 54 students in the first year needing services somewhere on the continuum of special education and related services available to any eligible public school student. Little Rock Urban Prep for Young Men fully understands it's obligation to provide a free appropriate public education to each IDEA eligible student, in the least restrictive environment possible. Our specialty

curriculums are such that almost all children, regardless of current level of functioning, can participate with regular peers to a significant degree through differentiating those curriculums as necessary for individual needs. For specialized educational needs and related services, certified personnel will be hired or contracted through local community sources. The school will be located near a variety of community providers that would be available for contracted services for low incidence disabilities. Those include Arkansas Children's Hospital; Dennis Developmental Center; Arkansas School for the Deaf and Blind; and Easter Seals.

Little Rock Urban Prep for Young Men will co-op services of a Special Education consultant to oversee the formal processes under IDEA: Child Find; Referral; Evaluation; Placement; Programming; IEP; Annual review; Confidentiality; Parental notification and involvement. The school will use the SEAS software program for reporting and compliance purposes.

Alternative Education - As schools of choice, charter schools provide an alternative learning environment that is appropriate for those students and parents who value the school's mission and purpose.

The school estimates that approximately 5% of its enrollment, or 23 students the first year, will be eligible for English Language Learner Services. The school will provide those services. The school also understands its obligation under *Title III of the Elementary and Secondary Education Act* to communicate with parents in their native tongue. To that end, the school will retain translators, as necessary, and will participate in the IBM Traducelo Ahora grant project through the University of Arkansas, Arkansas Charter School Resource Center, Inc. and New Schools Group, Inc. The grant provides bi-directional (English-Spanish, Spanish-English) translation of email and text messages and translates family friendly websites. In fact, the Little Rock Urban Prep, Inc. founding group began participating this summer and has used the program to translate the Public Hearing Notice and other parental notices into Spanish. Additionally, all of the core curricular material that has been selected is available in Spanish so that students can continue to master the content while they are learning English.

Gifted and Talented Program - Our instructional program is advanced and rigorous, and we do not designate students specifically by ability level.

## **18. Food Services**

Little Rock Urban Prep for Young Men will participate in the federal Child Nutrition Program. The school will contract with *Mom's Catering*, a central Arkansas school lunch catering service that is and has provided school lunch services for a number of central Arkansas charter schools. Students will be, of course, allowed to bring their lunch to school, although no carbonated beverages may be brought to school. The school will abide by all regulations prohibiting the sale of carbonated beverages and other prohibited foods. For safety and efficiency during the lunch period, the school will not have microwave ovens available for student use; neither will refrigeration be available for lunches brought from home. Parents will be advised of these rules before school begins.

## **19. Parental Involvement**

The PowerSchool Student Information System to be used by the school will allow parents to interact with teachers and administrators with ease. Parents can request progress reports in one or all subjects, on a weekly or even daily basis. Several of the curricular programs to be used, such as APEX and PLATO are web based. Parents and students will be able to look over lessons from a home computer, a computer at the public library, or at the Parent Center located at the school. The school will also hold at two parent/teacher conferences each year. Parents will be invited to attend staff meetings and professional development sessions when relevant. Through out the year the school will hold parent education events in the evening. Parents wishing to volunteer their time and talents will be given an interest and need survey so that the school can take best advantage of parent volunteerism. Parents will also be encouraged to study legislative and state agency issues pertaining to the school, to attend meetings and when appropriate, serve as grass roots advocates. Parents will be asked to take on leadership roles in designing and implementing the school's Parent Center.

## **20. Index - Waiver Requests**

A.C.A. § 6-10-106. Uniform dates for beginning and end of school year.

The school has opted for a longer school year.

A.C.A. § 6-13-616(a). Qualifications of directors.

Not applicable to open-enrollment charter schools, which have no district boundaries.

A.C.A. § 6-15-902. Grading scale

ADE Rules Governing Uniform Grading Scales

The school may adopt a grading scale that is more rigorous than that provided in this statute.

ADE Rules Regulating Common Core System

ADE Rules Regulating Visual Art and Music Instruction

Standards for Accreditation—IV. Curriculum

The school will adopt the curriculum described in this application.

A.C.A. § 6-16-124. Arkansas history – Required social studies course.

Arkansas history will be incorporated into the curriculum, but not necessarily through dedicated courses.

A.C.A. § 6-15-1004. Qualified teachers in every public school classroom.

A.C.A. § 6-17-301. Employment of certified personnel.

A.C.A. § 6-17-302. Public school principals – Qualifications and responsibilities.

A.C.A. § 6-17-309. Certification – Waiver.

A.C.A. § 6-17-401 et seq. Teacher's license requirement.

A.C.A. § 6-17-418. Teacher certification – Arkansas history requirement.

A.C.A. § 6-17-902. Definition of a Teacher

A.C.A. § 6-17-919. Warrants void without valid certificate and contract.

A.C.A. § 6-17-920. Examination of teachers' contracts.

A.C.A. § 6-17-2302. (Act 1591 of 2007, regarding Business Managers)

ADE Rules Governing "Highly Qualified Teachers"

**ADE Rules Governing Parental Notification of an Assignment of a Non-Certified Teacher to Teach a Class for More than Thirty (30) Consecutive Days and for Granting Waivers**

**Standards for Accreditation—X. Personnel**

The school reserves the option of hiring highly qualified teachers, administrators, and support staff regardless of licensure status, as provided by regulatory guidance for charter schools under No Child Left Behind.

A.C.A. § 6-17-203. Committee for each school district.

A.C.A. § 6-17-1501 et seq. Teacher Fair Dismissal Act of 1983.

A.C.A. § 6-17-1701. et seq. Public School Employee Fair Hearing Act.

Given that the school's charter may be revoked for nonperformance, the school reserves the same right for the timely dismissal of employees who are impeding the academic progress of students.

A.C.A. § 6-17-114. Daily planning period.

Adequate planning time will be provided (at least 200 minutes per week), but the school requests greater flexibility in scheduling this time than is provided by code.

A.C.A. § 6-17-807. Additional days.

A.C.A. § 6-17-2403. Minimum teacher compensation schedule.

**ADE Rules—Certified Staff Salary Schedule**

**Act 847 of 2007 Concerning Public School Certified and Classified Employee Alternative Pay Programs**

The school intends to provide teacher compensation that is competitive with other local public and private schools. However, it reserves the right to determine specific salary schedules. A teacher who seeks employment with the school is assumed to have given tacit approval for participation in a performance pay compensation plan.

6-18-508. Alternative learning environment.

As schools of choice, charter schools provide a learning environment that is appropriate for those students and parents who value the school's mission and purpose.

A.C.A. § 6-25-101 et seq. Public School Library Media and Technology Act.

ADE Rules Regarding Eye and Vision Screening

ADE Rules Regarding Nutrition and Physical Activity Standards

**Standards for Accreditation—XI. Support Services.**

The intent of the act may be met through cooperative and/or contractual agreements with mental and physical health providers, libraries, and museums in the community.

<b>21. Potential Impact on Desegregation Court Orders or Settlement Agreements</b>
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The school's small number of student's will have no statistically significant impact of racial balances at any of the three Pulaski County schools.

## Core Knowledge at a Glance: Major Topic Headings, K-2

	Kindergarten	First Grade	Second Grade
<b>Language Art/English</b>	I. Reading and Writing II. Poetry III. Fiction IV. Sayings and Phrases	I. Reading and Writing II. Poetry III. Fiction IV. Sayings and Phrases	I. Reading and Writing II. Poetry III. Fiction (Stories; Greek Myths; Greek and Roman Myths) IV. Sayings and Phrases
<b>History and Geography</b>	<b>World</b> I. Spatial Sense II. Overview of the Seven Continents  <b>American</b> I. Geography II. Native Americans III. Early Exploration and Settlement (Columbus, Pilgrims, Independence Day) IV. Presidents, Past and Present V. Symbols and Figures	<b>World</b> I. Geography II. Early Civilizations (Mesopotamia, Ancient Egypt, History of World Religions) III. Mexico  <b>American</b> I. Early People and Civilizations (Maya, Inca, Aztec) II. Early Exploration and Settlement III. American Revolution IV. Early Exploration of the American West V. Symbols and Figures	<b>World</b> I. Geography II. Early Civilizations: Asia (India, China) III. Modern Civilization and Culture: Japan IV. Ancient Greece  <b>American</b> I. American Government: The Constitution II. War of 1812 III. Westward Expansion IV. Civil War V. Immigration and Citizenship VI. Civil Rights VII. Geography of the Americas VIII. Symbols and Figures
<b>Visual Arts</b>	I. Elements of Art II. Sculpture III. Looking at and Talking About Art	I. Art from Long Ago II. Elements of Art III. Kinds of Pictures: Portrait and Still Life	I. Elements of Art II. Sculpture III. Kinds of Pictures: Landscapes IV. Abstract Art V. Architecture

<b>Music</b>	<ul style="list-style-type: none"> <li>I. Elements of Music</li> <li>II. Listening and Understanding</li> <li>III. Songs</li> </ul>	<ul style="list-style-type: none"> <li>I. Elements of Music</li> <li>II. Listening and Understanding (Composers; Orchestra; Opera; Ballet; Jazz)</li> <li>III. Songs</li> </ul>	<ul style="list-style-type: none"> <li>I. Elements of Music</li> <li>II. Listening and Understanding (Orchestra; Keyboards; Composers)</li> <li>III. Songs</li> </ul>
<b>Mathematics</b>	<ul style="list-style-type: none"> <li>I. Patterns and Classification</li> <li>II. Numbers and Number Sense</li> <li>III. Money</li> <li>IV. Computation</li> <li>V. Measurement</li> <li>VI. Geometry</li> </ul>	<ul style="list-style-type: none"> <li>I. Patterns and Classification</li> <li>II. Numbers and Number Sense</li> <li>III. Money</li> <li>IV. Computation</li> <li>V. Measurement</li> <li>VI. Geometry</li> </ul>	<ul style="list-style-type: none"> <li>I. Numbers and Number Sense</li> <li>II. Fractions</li> <li>III. Money</li> <li>IV. Computation</li> <li>V. Measurement</li> <li>VI. Geometry</li> </ul>
<b>Science</b>	<ul style="list-style-type: none"> <li>I. Plants and Plant Growth</li> <li>II. Animals and Their Needs</li> <li>III. Human Body (Five Senses)</li> <li>IV. Introduction to Magnetism</li> <li>V. Seasons and Weather</li> <li>VI. Taking Care of the Earth</li> <li>VII. Science Biographies</li> </ul>	<ul style="list-style-type: none"> <li>I. Living Things and Their Environments</li> <li>II. Human Body (Body Systems)</li> <li>III. Matter</li> <li>IV. Properties of Matter: Measurement</li> <li>V. Introduction to Electricity</li> <li>VI. Astronomy</li> <li>VII. The Earth</li> <li>VIII. Science Biographies</li> </ul>	<ul style="list-style-type: none"> <li>I. Cycles in Nature (Seasonal Cycles; Life Cycles; Water Cycles)</li> <li>II. Insects</li> <li>III. Human Body (Cells; Digestive and Excretory Systems)</li> <li>IV. Magnetism</li> <li>V. Seasons and Weather</li> <li>VI. Simple Machines</li> <li>VII. Science Biographies</li> </ul>



## Core Knowledge at a Glance: Major Topic Headings, 3-5

	Third Grade	Fourth Grade	Fifth Grade
<b>Language Art/English</b>	I. Reading and Writing II. Poetry III. Fiction (Stories; Norse Myths; Greek and Roman Myths) IV. Sayings and Phrases	I. Writing, Grammar, and Usage II. Poetry III. Fiction (Stories; Legends of King Arthur) IV. Sayings and Phrases	I. Reading and Writing II. Writing, Grammar and Usage III. Poetry IV. Fiction (Stories; Shakespeare; Myths and Legends) V. Sayings and Phrases
<b>History and Geography</b>	<b>World</b> I. World Geography (Spatial Sense; Canada; Important Rivers) II. Ancient Rome (Geography of Mediterranean Region; Roman Empire, "Decline and Fall") III. Vikings  <b>American</b> I. The Earliest Americans II. Early Exploration of North America III. The Thirteen Colonies: Life and Times Before the Revolution	<b>World</b> I. World Geography (Spatial Sense; Mountains) II. Europe in the Middle Ages III. Spread of Islam and "Holy Wars" IV. Early and Medieval African Kingdoms V. China: Dynasties and Conquerors  <b>American</b> I. American Revolution II. Making a Constitutional Government III. Early Presidents and Politics IV. Reformers V. Symbols and Figures	<b>World</b> I. World Geography (Spatial Sense; Lakes) II. Meso-American Civilizations III. European Exploration, Trade, and Clash of Cultures IV. Renaissance and Reformation V. England from the Golden Age to the Glorious Revolution VI. Russia: Early Growth and Expansion VII. Feudal Japan  <b>American</b> I. Westward Expansion II. Civil War: Causes, Conflicts, Consequences III. Native Americans: Cultures and Conflicts IV. U.S. Geography
<b>Visual Arts</b>	I. Elements of Art II. American Indian Art	I. Art of the Middle Ages II. Islamic Art and	I. Art of the Renaissance II. American Art:

	III. Art of Ancient Rome and Byzantine Civilization	Architecture III. Art of Africa IV. Art of China V. Art of a New Nation: The United States	Nineteenth-Century United States III. Art of Japan
<b>Music</b>	I. Elements of Music II. Listening and Understanding (Orchestra; Composers) III. Songs	I. Elements of Music II. Listening and Understanding (Orchestra; Vocal Ranges; Composers) III. Songs	I. Elements of Music II. Listening and Understanding (Composers; Connections) III. American Musical Traditions (Spirituals) IV. Songs
<b>Mathematics</b>	I. Numbers and Number Sense II. Fractions and Decimals III. Money IV. Computation V. Measurement VI. Geometry	I. Numbers and Number Sense II. Fractions and Decimals III. Money IV. Computation V. Measurement VI. Geometry	I. Numbers and Number Sense II. Ratio and Percent III. Fractions and Decimals IV. Computation V. Measurement VI. Geometry VII. Probability and Statistics VIII. Pre-Algebra
<b>Science</b>	I. Introduction to Classification of Animals II. Human Body (Muscular, Skeletal, and Nervous Systems; Vision and Hearing) III. Light and Optics IV. Sound V. Ecology VI. Astronomy VII. Science Biographies	I. Human Body (Circulatory and Respiratory Systems) II. Chemistry (Atoms; Matter; Elements; Solutions) III. Electricity IV. Geology: Earth and Its Changes V. Meteorology VI. Science Biographies	I. Classifying Living Things II. Cells: Structures and Processes III. Plant Structures and Processes IV. Life Cycles and Reproduction V. Human Body (Endocrine and Reproductive Systems) VI. Chemistry: Matter and Change VII. Science Biographies

## Core Knowledge at a Glance: Major Topic Headings, 6–8

	Sixth Grade	Seventh Grade	Elighth Grade
<b>Language Art/English</b>	I. Writing, Grammar, and Usage II. Poetry III. Fiction and Drama (Stories; Shakespeare; Classical Myths) IV. Sayings and Phrases	I. Writing, Grammar, and Usage II. Poetry III. Fiction, Nonfiction, and Drama IV. Foreign Phrases Commonly Used in English	I. Writing, Grammar, and Usage II. Poetry III. Fiction, Nonfiction, and Drama IV. Foreign Phrases Commonly Used in English
<b>History and Geography</b>	<b>World</b> I. World Geography (Spatial Sense; Deserts) II. Lasting Ideas from Ancient Civilizations (Judaism, Christianity; Greece and Rome) III. Enlightenment IV. French Revolution V. Romanticism VI. Industrialism, Capitalism, and Socialism VII. Latin American Independence Movements  <b>American</b> I. Immigration, Industrialization, and Urbanization II. Reform	<b>World</b> I. America Becomes a World Power II. World War I, "The Great War" III. Russian Revolution IV. America from the Twenties to the New Deal V. World War II VI. Geography of the United States	<b>World</b> I. Decline of European Colonialism II. Cold War III. Civil Rights Movement IV. Vietnam War and the Rise of Social Activism V. Middle East and Oil Politics VI. End of the Cold War: Expansion of Democracy and Continuing Challenges VII. Civics: The Constitution — Principles and Structure of American Democracy VIII. Geography of Canada and Mexico
<b>Visual Arts</b>	I. Art History: Periods and Schools (Classical; Gothic; Renaissance; Baroque; Rococo;	I. Art History: Periods and Schools (Impressionism; Post-Impressionism; Expressionism and Abstraction; Modern	I. Art History: Periods and Schools (Painting Since World War II; Photography; 20th-Century

	Neoclassical; Romantic; Realism)	American Painting)	Sculpture) II. Architecture Since the Industrial Revolution
<b>Music</b>	I. Elements of Music II. Classical Music: From Baroque to Romantic (Bach, Handel, Haydn, Mozart, Beethoven, Schubert, Chopin, Schumann)	I. Elements of Music II. Classical Music (Romantics and Nationalists (Brahms, Berlioz, Liszt, Wagner, Dvorak, Grieg, Tchaikovsky) III. American Musical Traditions (Blues and Jazz)	I. Elements of Music II. Non-Western Music III. Classical Music: Nationalists and Moderns (Sibelius, Bartok, Rodrigo, Copland, Debussy, Stravinsky) IV. Vocal Music (Opera; American Musical Theater)
<b>Mathematics</b>	I. Numbers and Number Sense II. Ratio and Percent III. Computation IV. Measurement V. Geometry VI. Probability and Statistics VII. Pre-Algebra	I. Pre-Algebra (Properties of the Real Numbers; Polynomial Arithmetic; Equivalent Equations and Inequalities; Integer Exponents) II. Geometry (Three- Dimensional Objects; Angle Pairs; Triangles; Measurement) III. Probability and Statistics	I. Algebra (Properties of the Real Numbers; Relations, Functions, and Graphs; Linear Equations and Functions; Arithmetic of Rational Expression; Quadratic Equations and Functions) II. Geometry (Analytic Geometry; Introduction to Trigonometry; Triangles and Proofs)
<b>Science</b>	I. Plate Tectonics II. Oceans III. Astronomy: Gravity, Stars, and Galaxies IV. Energy, Heat, and Energy Transfer V. Human Body (Lymphatic and Immune Systems) VI. Science Biographies	I. Atomic Structure II. Chemical Bonds and Reactions III. Cell Division and Genetics IV. History of the Earth and Life Forms V. Evolution VI. Science Biographies	I. Physics II. Electricity and Magnetism III. Electromagnetic Radiation and Light IV. Sound Waves V. Chemistry of Food and Respiration VI. Science Biographies

# Economics Curriculum Outline - Based on the National Council of Economic Educators Standards

## Little Rock Urban Prep for Young Men

		Grades K- 5		Grades 6-8
Standard	Related Concepts:	Will Know:		Will Know:
1. * Scarcity - Productive resources are limited. Therefore people can not have all the goods and services they want; as a result, they must choose some things and give up others.	Capital Resources, Choices, Consumer Economics, Consumers, Goods, Human Resources, Natural Resources, Opportunity Cost, Producers, Production, Productive Resources, Services, Wants, Entrepreneurship, Inventors, Factors of Production	People make choices because they can't have everything they want.		Scarcity is the condition of not being able to have all of the goods and services that one wants. It exists because human wants for goods and services exceed the quantity of goods and Services that can be produced using all available resources.
		Economic wants are desires that can be satisfied by consuming a good, service, or leisure activity		Like individuals, governments and societies experience scarcity because human wants exceed what can be made available from all available resources.
		Whenever a choice is made, something is given up.		Choices involve trading off the expected value of one opportunity against the expected value of its best alternative.
		The opportunity cost of a choice is the value of the best alternative given up.		The choices people make have both present and future consequences.
		People whose wants are satisfied by using goods and services are called consumers.		The evaluation of choices and opportunity costs is subjective; such evaluations differ across individuals and societies.
		Productive resources are the natural resources, human resources, and capital goods available to make goods and services.		
		Natural resources, such as land, are "gifts of nature"; they are present without human intervention.		
		Human resources are the quantity and quality of human effort directed toward producing goods and services.		
		Capital goods are goods that are produced and used to make other goods and services.		
		Human capital refers to the quality of labor resources, which can be improved through investments in education, training, and health.		
		Entrepreneurs are people who organize other productive resources to make goods and services.		
		People who make goods and provide services are called producers.		

2. <b>Marginal Cost/Benefit</b> - Effective decision making requires comparing the additional costs of alternatives with the additional benefits. Most choices involve doing a little more or a little less of something. Few choices are "all or nothing" decisions.	Decision making, Profit Motive, Benefit, Costs, Marginal Analysis, Profit, Profit Maximization, Cost/Benefit Analysis	Few choices are all-or-nothing decisions; they usually involve getting a little more of one thing by giving up a little of something else.	To determine the best level of consumption of a product, people must compare the additional benefits with the additional costs of consuming a little more or a little less.
		A cost is what you give up when you decide to do something.	
		A benefit is what satisfies your wants.	
3. <b>Allocation of Goods and Services</b> - Different methods can be used to allocate goods and services. People acting individually or collectively through government, must choose which methods to use to allocate different kinds of goods and services.	Economic Systems, Market Structure, Supply, Command Economy, Market Economy, Traditional Economy	No method of distributing goods and services can satisfy all wants.	Scarcity requires the use of some distribution method, whether the method is selected explicitly or not.
		There are different ways to distribute goods and services (by prices, command, majority rule, contests, force, first-come/first-served, sharing equally, lottery, personal characteristics, and others), and there are advantages and disadvantages to each.	There are essential differences between a market economy, in which allocations result from individuals making decisions as buyers and sellers, and a command economy, in which resources are allocated according to central authority.
			People in all economies must address three questions: What goods and services will be produced? How will these goods and services be produced? Who will consume them?
			National economies vary in the extent to which they rely on government directives (central planning) and signals from private markets (prices) to allocate scarce goods, services, and productive resources.
			As consumers, people use resources in different ways to satisfy different wants. Productive resources can be used in different ways to produce different goods and services.
4. <b>Role of Incentives</b> - People respond predictably to positive and negative incentives.	Choice, Incentive	Rewards are positive incentives that make people better off.	Responses to incentives are predictable because people usually pursue their self-interest.
		Penalties are negative incentives that make people worse off.	Changes in incentives cause people to change their behavior in predictable ways.
		Both positive and negative incentives affect people's choices and behavior.	Incentives can be monetary or non-monetary.
		People's views of rewards and penalties differ because people have different values. Therefore, an incentive can influence different individuals in different ways.	
5. <b>Gain from Trade</b> - Voluntary exchange occurs only when all participating parties expect to gain. This is true for trade among individuals or organizations within a nation, and among individuals or organizations in different nations.	Barriers to Trade, barter, Exports, Imports, Voluntary Exchange, Exchange Rate	Exchange is trading goods and services with people for other goods and services or for money.	When people buy something, they value it more than it costs them; when people sell something, they value it less than the payment they receive.

			The oldest form of exchange is barter the direct trading of goods and services between people.	Free trade increases worldwide material standards of living.
			People voluntarily exchange goods and services because they expect to be better off after the exchange.	Despite the mutual benefits from trade among people in different countries, many nations employ trade barriers to restrict free trade for national defense reasons or because some companies and workers are hurt by free trade.
				Imports are foreign goods and services that are purchased from sellers in other nations.
				Exports are domestic goods and services that are sold to buyers in other nations.
				Voluntary exchange among people or organizations in different countries gives people a broader range of choices in buying goods and services.
		Division of Labor, Production, Productive Resources, Specialization, Factor Endowments, Gains from Trade, Relative Price, Transaction Costs, Factors of Production, Full Employment	Economic specialization occurs when people concentrate their production on fewer kinds of goods and services than they consume.	Labor productivity is output per worker.
			Division of labor occurs when the production of a good is broken down into numerous separate tasks, with different workers performing each task.	Labor productivity is output per worker.
			Specialization and division of labor usually increase the productivity of workers.	As a result of growing international economic interdependence, economic conditions and policies in one nation increasingly affect economic conditions and policies in other nations.
			Greater specialization leads to increasing interdependence among producers and consumers.	
		Market Structure, Markets, Price Floor, Price Stability, Quantity Demanded, Quantity Supplied, Relative Price, Exchange Rate	A price is what people pay when they buy a good or service, and what they receive when they sell a good or service.	Market prices are determined through the buying and selling decisions made by buyers and sellers.
			A market exists whenever buyers and sellers exchange goods and services.	Relative prices refers to the price of one good or service compared to the prices of other goods and services. Relative prices are the basic measures of the relative scarcity of products when prices are set by market forces (supply and demand).
			Most people produce and consume. As producers they make goods and services; as consumers they use goods and services.	The market clearing or equilibrium price for a good or service is the one price at which quantity supplied equals quantity demanded.

				If a price is above the market clearing price, it will fall, causing sellers to produce less and buyers to purchase more; if it is below the market clearing price, it will rise, causing sellers to produce more and buyers to purchase less.
				An exchange rate is the price of one nation's currency in terms of another nation's currency. Like other prices, exchange rates are determined by the forces of supply and demand. Foreign exchange markets allocate international currencies.
8. <b>Role of Price in Market System</b> - Prices send signals and provide incentives to buyers and sellers. When supply or demand changes, market prices adjust, affecting incentives.	Non-price Determinants, Price Floor, Price Stability, Supply, Determinants of Demand, Determinants of Supply, Law of Demand, Law of Supply, Price Ceiling, Substitute Good, Price	High prices for a good or service provide incentives for buyers to purchase less of that good or service, and for producers to make or sell more of it. Lower prices for a good or service provide incentives for buyers to purchase more of that good or service, and for producers to make or sell less of it.		An increase in the price of a good or service encourages people to look for substitutes, causing the quantity demanded to decrease, and vice versa. This relationship between price and quantity demanded, known as the law of demand, exists as long as other factors influencing demand do not change.
				An increase in the price of a good or service enables producers to cover higher per-unit costs, causing the quantity supplied to increase, and vice versa. This relationship between price and quantity supplied is normally true as long as other factors influencing costs of production and supply do not change.
				Markets are interrelated; changes in the price of one good or service can lead to changes in prices of many other goods and services.
				Scarce goods and services are allocated in a market economy through the influence of prices on production and consumption decisions.
9. <b>Role of Competition</b> - Competition among sellers lowers costs and prices, and encourages producers to produce more of what consumers are willing and able to buy. Competition among buyers increases prices and allocates goods and services to those people who are willing and able to pay the most for them.	Market Structure, Non-price Competition, Levels of Competition	Competition takes place when there are many buyers and sellers of similar products.		Sellers compete on the basis of price, product quality, customer service, product design and variety, and advertising.
		Competition among sellers results in lower costs and prices, higher product quality, and better customer service.		Competition among buyers of a product results in higher product prices.
				The level of competition in a market is influenced by the number of buyers and sellers.



10. <b>Role of Economic Institutions</b> - Institutions evolve in market economies to help individuals and groups accomplish their goals. Banks, labor unions, corporations, legal systems, and not-for-profit organizations are examples of important institutions. A different kind of institution, clearly defined and enforced property rights, is essential to a market economy.	Legal and Social Framework, Mortgage, Borrower, Interest, Labor Union, Legal Forms of Business, Legal Foundations of a Market Economy, Nonprofit Organization, Property Rights, Banking	Banks are institutions where people save money and earn interest, and where other people borrow money and pay interest.	Banks and other financial institutions channel funds from savers to borrowers and investors.
		Saving is the part of income not spent on taxes or consumption.	Through the process of collective bargaining with employers, labor unions represent some workers in negotiations involving wages, fringe benefits, and work rules.
			Not-for-profit organizations are established primarily for religious, health, educational, civic, or social purposes and are exempt from certain taxes.
11. <b>Role of Money</b> - Money makes it easier to trade, borrow, save, invest, and compare the value of goods and services.	Exchange, Money Management, Money Supply, Currency, Definition of Money, Money, Characteristics of Money, Functions of Money	Money is anything widely accepted as final payment for goods and services.	As a store of value, money makes it easier for people to save and defer consumption until the future.
		Money makes trading easier by replacing barter with transactions involving currency, coins, or checks.	As a unit of account, money is used to compare the market value of different goods and services.
		People consume goods and services, not money; money is useful primarily because it can be used to buy goods and services.	
		Producers use natural resources, human resources, and capital goods, (not money) to make goods and services.	
		Most countries create their own currency for use as money.	
12. <b>Role of Interest Rates</b> - Interest rates, adjusted for inflation, rise and fall to balance the amount saved with the amount borrowed, which affects the allocation of scarce resources between present and future uses.	Interest Rate, Monetary Policy, Real v. Nominal, Risk, Investing, Savers, Savings	(Covered in High School)	(Covered in High School)

<p><b>13. Role of Resources in Determining Income</b> - Income for most people is determined by the market value of the productive resources they sell. What workers earn depends, primarily, on the market value of what they produce and how productive they are.</p>	<p>Human Resources, Derived Demand, Functional Distribution of Income, labor, labor Market, Marginal Resource Product, Personal Distribution of Income, Wage, Aggregate Demand (AD), Aggregate Supply (AS), Demand, Prices of Inputs, Functional Distribution</p>	<p>Labor is a human resource that is used to produce goods and services.</p>	<p>Employers are willing to pay wages and salaries to workers because they expect to be able to sell the goods and services that those workers produce at prices high enough to cover the wages and salaries and all other costs of production.</p>
		<p>People can earn income by exchanging their human resources (physical or mental work) for wages or salaries.</p>	<p>To earn income people sell productive resources. These include their labor, capital, natural resources, and entrepreneurial talents.</p>
			<p>A wage or salary is the price of labor; it usually is determined by the supply of and demand for labor.</p>
			<p>More productive workers are likely to be of greater value to employers and earn higher wages than less productive workers.</p>
			<p>People's incomes, in part, reflect choices they have made about education, training, skill development, and careers. People with few skills are more likely to be poor.</p>
<p><b>14. Profit and the Entrepreneur</b> - Entrepreneurs are people who take the risks of organizing productive resources to make goods and services. Profit is an important incentive that leads entrepreneurs to accept the risks of business failure.</p>	<p>Taxation, Costs, Costs of Production, Entrepreneur, Risk, Taxes, Cost/Benefit Analysis, Innovation, Entrepreneurship, Inventors</p>	<p>Entrepreneurs are individuals who are willing to take risks, to develop new products, and start new businesses. They recognize opportunities, like working for themselves, and accept challenges.</p>	<p>Entrepreneurs compare the expected benefits of entering a new enterprise with the expected costs.</p>
		<p>An invention is a new product. Innovation is the introduction of an invention into a use that has economic value.</p>	<p>Entrepreneurs accept the risks in organizing resources to produce goods and services because they hope to earn profits.</p>
		<p>Entrepreneurs often are innovative. They attempt to solve problems by developing and marketing new or improved products.</p>	<p>Entrepreneurs and other sellers earn profits when buyers purchase the product they sell at prices high enough to cover the costs of production.</p>
			<p>Entrepreneurs and other sellers incur losses when buyers do not purchase the products they sell at prices high enough to cover costs of production.</p>

<p>15. <b>Growth</b> - Investment in factories, machinery, new technology, and in the health, education, and training of people can raise future standards of living.</p>	<p>Incentive, Interest Rate, Opportunity Cost, Production, Technological Changes, Trade-off, Trade-offs among goals, Human Capital, Intensive Growth, Investment, Physical Capital, Productivity, Risk, Standard of Living, Economic Efficiency, Economic Welfare, Economic freedom, Economic Growth, Economic Security, Investing, Business, Businesses and Households, Factors of Production, Health and Nutrition, Savers, Savings, Stock Market</p>	<p>When workers learn and practice new skills they are improving their human capital.</p>	<p>Standards of living increase as the productivity of labor improves.</p>
		<p>Workers can improve their productivity by improving their human capital.</p>	<p>Productivity is measured by dividing output (goods and services) by the number of inputs used to produce the output. A change in productivity is a change in output relative to input.</p>
		<p>Workers can improve their productivity by using physical capital such as tools and machinery.</p>	<p>Technological change is an advance in knowledge leading to new and improved goods and services and better ways of producing them.</p>
<p>16. <b>Role of Government</b> - There is an economic role for government in a market economy whenever the benefits of a government policy outweighs its costs. Governments often provide for national defense, address environmental concerns, define and protect property rights, and attempt to make markets more competitive. Most government policies also redistribute income.</p>	<p>Externalities, Income, Natural Monopoly, Redistribution of Income, Role of Government, Taxation, Transfer Payments, Bonds, Distribution of Income, Income Tax, maintaining Competition, Monopolies, Negative Externality, Non-cleaning Markets, Positive Externality, Property Rights, Public Goods, Maintaining Regulation, Taxes, Regulation, Government Expenditures, Government Revenues</p>	<p>Governments provide certain kinds of goods and services in a market economy.</p>	<p>Increases in productivity result from advances in technology and other sources.</p>
			<p>Public goods and services provide benefits to more than one person at a time, and their use can not be restricted to only those people who have paid to use them.</p>

			Governments pay for the goods and services they use or provide by taxing or borrowing from people.	If a good or service cannot be withheld from those who do not pay for it, providers expect to be unable to sell it and, therefore, will not produce it. In market economies, governments provide some of these goods and services.
				In the United States, the federal government enforces antitrust laws and regulations to try to maintain effective levels of competition in as many markets as possible; frequently, however, laws and regulations also have unintended effects for example reducing competition.
				Most federal government tax revenue comes from personal income and payroll taxes. Payments to social security recipients, the costs of national defense, medical expenditures, and interest payments on the national debt constitute the bulk of federal government spending.
				Most state and local government revenues come from sales taxes, grants from the federal government, personal income taxes, and property taxes. The bulk of state and local government revenue is spent is for education, public welfare, road construction and repair, and public safety.
17. Using Cost/Benefit Analysis to Evaluate Government Programs - Costs of government policies sometimes exceed benefits. This may occur because of incentives facing voters, government officials, and government employees, because of actions by special interest groups that can impose costs on the general public, or because social goals other than economic efficiency are being pursued.	Cost/Benefit Analysis, Benefit, Costs, Special Interest Group, barriers to Trade		(Covered in High School)	(Covered in High School)
18. Macroeconomy - Income/Employment, Prices - A nation's overall levels of income, employment, and prices are determined by the interaction of spending and production decisions made by all households, firms, government agencies, and others in the economy.	Gross Domestic Product (GDP), Macroeconomic Indicators, Nominal GDP, Per Capita GDP, Potential GDP, Real GDP, Circular Flow			Gross Domestic Product (GDP) is a basic measure of a nation's economic output and income. It is the total market value, measured in dollars, of all final goods and services produced in the economy in one year.
				Per capita GDP is GDP divided by the number of people living in a country.
				When consumers make purchases, goods and services are transferred from businesses to households in exchange for money payments. That money is used in turn by businesses to pay for productive resources (natural, human, and capital), and to pay taxes.

<p><b>19. Unemployment and Inflation</b> - Unemployment imposes costs on individuals and nations. Unexpected inflation imposes costs on many people and benefits some others because it arbitrarily redistributes purchasing power. Inflation can reduce the rate of growth of national living standards because individuals and organizations use resources to protect themselves against the uncertainty of future prices.</p>	<p>Types of Unemployment, Causes of Inflation, Consumer Price Index (CPI), Deflation, Labor Force, Unemployment, Unemployment Rate, Inflation</p>	<p>Inflation is an increase in most prices; deflation is a decrease in most prices.</p>	<p>When unemployment exists, an economy's production is less than potential GDP and some labor resources are not used.</p>
		<p>Unemployment exists when people who are willing and able to work do not have jobs.</p>	<p>The labor force consists of people age 16 and over who are employed or actively seeking work.</p>
			<p>Inflation reduces the value of money.</p>
<p><b>20. Monetary and Fiscal Policy</b>- Federal government budgetary policy and the Federal Reserve System's monetary policy influence the overall levels of employment, output, and prices.</p>	<p>Inflation, National Debt, Tools of the Federal Reserve, Discount Rate, Federal Budget, Fiscal Policy, Monetary Policy, Open Market Operations, Reserve Requirements, Budget, Budget Deficit, Central Banking System, Budget Surplus, Causes of Inflation</p>	<p>(Covered in High School)</p>	<p>(Covered in High School)</p>

Technology - Scope and Sequence													
										Lessons Integrated With:			
Unit	K	1	2	3	4	5	6	7	8	Math	Lang. Arts	Science	Soc. Stu.
Mouse Basics	K	1								x	x		
Computer Basics	K	1	2	3	4	5				x	x		x
Introduction to Keyboards	K	1								x	x		x
Beginning Graphics	K	1	2							x		x	x
Visual Mapping Basics	K	1	2								x	x	x
Word Processing Basics		1	2	3						x	x		x
Database Basics	K	1	2	3							x	x	x
Keyboarding			2	3	4	5				x			x
Visual Mapping			2	3	4						x	x	x
Computer Navigation		1	2	3	4	5					x	x	x
Spreadsheet Basics			2	3	4	5				x	x	x	x
Word Processing				3	4	5					x		x
Graphing in Spreadsheets			2	3	4	5				x	x	x	x
Email Basics				3	4	5					x		x
Presentation Basics				3	4	5					x	x	x
Web Browsing Basics			2	3	4	5					x	x	x
Formulas in Spreadsheets					4	5				x	x	x	x
Database Searches				3	4	5				x	x	x	
Creating a Database					4	5					x	x	x
Computer Fundamentals							6	7	8		x	x	x
Word Processing Software							6	7	8	x	x	x	
Spreadsheet Software							6	7	8	x	x	x	x
Presentation Spftware							6	7	8		x	x	x
Web Browsing							6	7	8		x	x	x
Multimedia and Databases							6	7	8	x	x	x	
Basic HTML						5	6	7	8	x	x	x	x
Communicating Online						5	6	7	8	x	x	x	x

## National Content Standards for Entrepreneurship Education - Consortium for Entrepreneurship Education

**ENTREPRENEURIAL SKILLS** - The Processes and Traits/Behaviors associated with entrepreneurial success.

**A. Entrepreneurial Processes** - Concepts and processes associated with successful entrepreneurial performance

- \* Discovery
- \* Concept Development
- \* Resourcing
- \* Actualizing
- \* Harvesting

**B. Entrepreneurial Traits/Behaviors** - The personal traits/behaviors associated with successful entrepreneurial performance

- \* Leadership
- \* Personal Assessment
- \* Personal Management

**READY SKILLS** - The basic business knowledge and skills that are pre-requisite or co-requisites for becoming a successful entrepreneur

**C. Business Foundations** - Fundamental business concepts that affect business decision making

- \* Business Concepts
- \* Business Activities

**D. Communication and Interpersonal Skills** - Concepts, strategies, and systems needed to interact effectively with others

- \* Fundamentals of Communication
- \* Staff Communications
- \* Ethics in Communication
- \* Group Working Relationships
- \* Dealing with Conflict

**E. Digital Skills** - Concepts and procedures needed for basic computer operations

- \* Computer Basics
- \* Computer Applications

**F. Economics** - Economic principles and concepts fundamental to entrepreneurship/small-business ownership

- \* Basic Concepts
- \* Cost-Profit Relationships
- \* Economic Indicators/Trends
- \* Economic Systems
- \* International Concepts

**G. Financial Literacy** - Personal money-management concepts, procedures, and strategies

- \* Money Basics
- \* Financial Services
- \* Personal Money Management

**H. Professional Development** - Concepts and strategies needed for career exploration, development, and growth

- \* Career Planning
- \* Job Seeking Skills

**BUSINESS FUNCTIONS - The business activities**

performed by entrepreneurs in managing the business

**I. Financial Management** - Financial concepts and tools used in making business decisions

- \* Accounting
- \* Finance
- \* Money Management

**J. Human Resource Management** - Concepts, systems, and strategies needed to acquire, motivate, develop, and terminate staff

- \* Organizing
- \* Staffing
- \* Training/Development
- \* Morale/Motivation
- \* Assessment

**K. Information Management** - Concepts, systems, and tools needed to access, process, maintain, evaluate, and disseminate information for business decision-making

- \* Record Keeping
- \* Technology
- \* Information Acquisition

**L. Marketing Management** - Concepts, processes, and systems needed to determine and satisfy customer needs/wants/expectations, meet business goals/objectives, and create new product/service ideas

- \* Product/Service Creation
- \* Marketing-information Management
- \* Promotion
- \* Pricing
- \* Selling

**M. Operations Management** - The processes and systems implemented to facilitate daily business operations

- \* Business Systems
- \* Channel Management
- \* Purchasing/Procurement
- \* Daily Operations

**N. Risk Management** - Concepts, strategies, and systems that businesses implement and enforce to minimize loss

- \* Business Risks
- \* Legal Considerations

**O. Strategic Management** - Processes, strategies, and systems needed to guide the overall business organization

- \* Planning
- \* Controlling



A		B			
		EXCELLENCE THROUGH ETHICS CURRICULUM			
1			C	D	E
			Financial Literacy	Work Rediness	Entrepreneurship
2			X		
3	Having Money When You Need It	Students will examine the ethical responsibility of spending money on need-based goods and services before want-based goods and services.	X		
4	To Borrow or Not to Borrow	Students will learn how borrowing from the perspective of the borrower, the lender, and address the impact borrowing may have on others who were not directly involved.	X		
5	Get the Word Out Ethically	Students will learn successful creation of a product or a service ultimately depends on the consumer and although making a profit is important for a business, the desire for profit should not override the goal of customer satisfaction.			X
6	Developing a Work Ethic	Students will develop an understanding of a good and strong work ethic. Students will learn to recognize their own work ethic, and realize that it may change or be tested from situation to situation.		X	
7	The Ethics of Saving for a Rainy Day	Students explore wants, needs, and savings as they practice goals of ethical spending and saving through scenario exercises.	X		
8	Balancing Business and the Environment	Students learn that most businesses strive to be good corporate citizens and make every effort to protect the environment. However, sometimes businesses deplete natural resources and the environment is damaged. Harming the environment or using up natural resources is not only an environmental issue, it is bad for business. Students will consider the businesses play in environmental stewardship and in preventing and resolving environmental problems.		X	X
9	Reasonable and Fair Pricing	What is a fair price and how is it determined? How do companies price their products? Students will examine the dual role of competition and consumers in pricing products. Through a pricing game, students discover that competition helps keep prices low.	X		X
10	Ethical Decisions During Unexpected Events	Students look at how various unexpected events can affect their business. Their response to those events can have positive or negative consequences. They learn to distinguish between ethical and unethical business decisions by asking themselves questions that guide the decision-making process.		X	X

<b>Ethical Customer Service and Being Ethical Customers</b>	Much of the success of the free enterprise relies on advertising and marketing. Observing the power of creative promotions to make products appealing, students will examine the ethics obligations of merchants to follow through and deliver on the expectations their advertising creates. Students also will look at ways that consumers can take unfair advantage of merchants.	X		X
<b>Pirate or Profit</b>	Students evaluate potential entrepreneurial products and services based on established ethical standards.			X
<b>Money or Ethics: What Drives a Business</b>	Students will explore ethical dilemmas entrepreneurs could face when starting and operating new business ventures. This session focuses on putting ethics first regardless of the outcome it has on a business.			X
<b>Credit Where Credit Is Due</b>	Students examine the concept of intellectual property rights. They realize that everyone is a stakeholder in maintaining a fair, honest system in which the creative rights of artists, designers, entertainers, and thinkers are protected by law.			X
<b>The Ethics of Exports</b>	Taking on the roles of business leaders, stockholders, employees, residents of importing countries, and corporate ethics officers, students will discuss and weigh the ethics of export options.	X		
<b>Investing in Education</b>	Students explore and examine influences that impact their decisions about education. They learn how these choices affect their future opportunities. Students recognize how community stakeholders contribute to their education and eventual success.		X	
<b>Education - A Matter of Perspective</b>	Groups take the roles of high school students, parents, employers, and guidance counselors to examine society's competing pressures on young people to get jobs or concentrate on continuing their education. An economist and an ethicist add insight to the discussion.		X	X
<b>Moving Out - When Businesses Move to Another Country</b>	Students learn that many companies reduce their labor costs by moving production operations to foreign countries. They examine the economic pros and cons behind such practices, and then analyze those decisions in light of ethical considerations.	X	X	
<b>Ethics in International Negotiations</b>	The worldwide marketplace offers many investment opportunities as developing countries seek to build the infrastructure needed to grow their economies. Strong economics, plus good ethics combine to achieve sound and fair economic development. Because of the disparities in wealth and power between prosperous and developing countries, there is the need for strong ethics awareness.	X		

<b>Understanding Child Labor</b>	Students will debate the ethical and economic issues surrounding the child labor used to produce some U.S. imports. Students will role-play the points of view of those involved.	X		
<b>Win-Win Global Trade Game</b>	Typically, countries that negotiate trade pacts do so because their general populations will gain short and long-term benefits. These benefits mean better products and better prices, both positive effects. However, in public discourse and the media, students also will hear global trade spoken of in negative terms. This happens because there can also be short-term and long-term harm to specific groups. Often, the primary goal of business is to reduce costs and improve profits, which may present a disadvantage to some workers. This lesson examines these concerns and ways they can be addressed to minimize their impact.	X		
<b>Bringing Character to Work</b>	Students will explore the importance of making ethical decisions, as individuals and as employees. While some situations or actions can be resolved by determining what is legal or illegal, personal traits that define character help people to choose to behave ethically. Character traits that help people make ethical decisions develop over time and define their behavior toward themselves and others. By looking at character traits, students will analyze ethical situations and decisions that might have to be made during a first job.		X	
<b>Policies and Codes in Business</b>	The beliefs of a company can be expressed in many ways, including written ethics policies, codes of conduct, and statements of core values. Similar to the way in which certain traits identify an individual's character, these written policies clearly define the expected behaviors for all employees and guide how they should make business decisions. Standards of conduct are the framework for how all employees should decide what is the right thing to do.		X	X
<b>Ethical Job Hunting</b>	Students learn the importance of marketing themselves accurately and truthfully during a job search.		X	
<b>Temptation Junction</b>	This activity introduces the area of professional ethics and how various careers and professions have unique core values and ethics mandates. As students begin to consider career choices in light of ethics as well as economics, the question emerges, "How can I prepare myself to be an ethical and exemplary professional as I participate in our economy?"		X	X
<b>Demand vs. Doing What is Right</b>	Students review the role of entrepreneurs in designing new products or services. They learn to evaluate new products from an ethical, as well as an economic, perspective by applying guidelines for ethical decision making.			X

<b>Why Choose a Not-for-Profit Enterprise?</b>	This activity introduces the not-for-profit (NFP) sector as a specific class of enterprise. NFPs are valuable resources and operate by many of the same principles as business, particularly in upholding high ethical standards. Many NFPs are dedicated to the advancement and protection of people, their communities, and the environments in which they work.	X		X
<b>Buyer Beware</b>	Students learn that statistical analysis of marketing data can sometimes be used inappropriately in advertising. Businesses have an ethical obligation to offer fair and accurate analyses of the products and services they market. Buyers are accountable for understanding the ways in which statistical data may be used in marketing; they should be able to recognize when such data are misused.	X		
<b>Wise Consumer Skills</b>	Numbers and incomplete data often are used to give weight and credibility to communication meant to persuade. Individuals or groups attempting to persuade people to their point of view often will present their issues using their own logic and supporting data. Ethics is always a matter of "the bigger picture" or the "whole picture." As students develop their critical thinking skills and their math skills, they come to examine the logical processes used with persuasive communication. Ethics reasoning combined with math skills will expand students' ability to "take the numbers outside the box" and place them within a larger, more appropriate framework.	X		
<b>The World of Taxes</b>	Students learn about the United States income tax system, and examine the Internal Revenue Service's basis for requiring all citizens to pay taxes. Students will learn to identify the ethical decisions that all taxpayers face.	X		
<b>Professional Attitude</b>	Students learn about the United States income tax system, and examine the Internal Revenue Service's basis for requiring all citizens to pay taxes. Students will learn to identify the ethical decisions that all taxpayers face.		X	
<b>You're the Boss</b>	Students will investigate the leadership role entrepreneurs must take as they hire employees to operate their new business ventures. They will explore the significance of ethics when faced with challenging employee issues. Entrepreneurs have the right to protect their company, but they also have to consider the lives of the employees that work for them.			X
<b>Ethics Under Pressure</b>	Students answer ethics questions and compare their responses to a national poll, sponsored by Junior Achievement and Deloitte. Then students engage in role-playing scenarios to practice ethical decision-making in situations where there is pressure to act unethically.		X	

<b>Balancing Profit and Safety</b>	Students make decisions based on the right of workers to safety and the right of businesses to profits.		X	X
<b>Understanding Insider Trading</b>	Students examine ethical issues related to competition. They learn why insider trading is illegal.	X		
<b>Debt Management and Mismanagement</b>	Students learn the consequences of mismanaging personal debt. They consider various tools for debt management, understand the effects of filing for bankruptcy, and determine ethical solutions to credit over-extension.	X		
<b>Budget Benders</b>	Students learn the challenges inherent in effective budgeting. They utilize basic math skills to analyze and diagnose fiscal problems; students suggest actions to correct the problems.	X		
<b>What's Wrong With That</b>	Students examine the accounting practices of businesses and learn why ethical standards are important for business people.	X		
<b>Corporate Philanthropy and Social Investing</b>	Students discuss corporate philanthropy and social investing. They decide whether their student companies will devote a portion of their retained earnings to the community, the amount of that portion, and on what basis it will be allocated.	X		
<b>The Customer Service Game</b>	Students examine customer service. They consider attitudes and behaviors that build customer trust.		X	X
<b>New School Store</b>	Students create a school store and brainstorm a product list. They will be presented with ethical issues surrounding the store's products, pricing policies, and employee and customer theft.		X	X
<b>Company Policies into Action</b>	Students discover that written policies alone do not guarantee the ethical conduct of company employees. The interpersonal skills of leaders, who are truly committed to business ethics, are required. Students learn the importance of ethical behavior in a company's culture: the way a company conducts its everyday business. Companies and their employees should always strive to do the right thing. Ethics should be communicated in a company's mission statement, including vision, values, brand, code of conduct, training programs, and orientation for new employees.		X	X

**Letter of Intent to Apply**

**Open enrollment Public Charter School**

**Name of Eligible Entity:** Little Rock Urban Prep, Inc.

**Contact Person**      **Name:** Jackie Jackson

**Mailing Address:** 11606 W. Stoney Point Ct.

**Daytime Phone:** 501-744-4883

**Fax:** 501-217-0522

**Email:** jyjackson1511@sbcglobal.net

**Description of eligible entity:** Nonprofit Corporation - 501c3 Tax Exempt Status Pending

**Name of Proposed School:** Little Rock Urban Prep for Young Men

**Location of Proposed School:** Little Rock

**Grade Levels of Proposed School:** K-5

**Purpose or Special Emphasis of Proposed School:** Leadership and College Preparation for Young Men

**Contact Signature:** \_\_\_\_\_

A handwritten signature in black ink, appearing to read "Jackie Jackson", is written over a horizontal line.

**Cc:** Local School Board Directors



EB 927449217 US

## ORIGIN (POSTAL SERVICE USE ONLY)

PO ZIP Code 12206	Day of Delivery <input checked="" type="checkbox"/> Next <input type="checkbox"/> 2nd <input type="checkbox"/> 2nd Del. Day	Postage \$
Date Accepted 8/10/08	Scheduled Date of Delivery 8/29/08	Return Receipt Fee \$
Mo. Day Year 08/10/08	Scheduled Time of Delivery <input checked="" type="checkbox"/> Noon <input type="checkbox"/> 3 PM	COD Fee \$
Time Accepted 04 PM	Military <input type="checkbox"/> 2nd Day <input type="checkbox"/> 3rd Day	Insurance Fee \$
Flat Rate <input type="checkbox"/> or Weight 33 lbs.	Int'l Alpha Country Code	Total Postage & Fees \$ 12.60
	Acceptance Emp. Initials JH	

FROM: (PLEASE PRINT)

PHONE (501) 744-4883

Jackie Jackson  
11606 W. Stoney Point Ct  
Little Rock, AR 72211

FOR PICKUP OR TRACKING

www.usps.com

Call 1-800-222-1811

Customer Copy  
Label 11-B, March 2004

UNITED STATES POSTAL SERVICE

Post Office To Addressee

## DELIVERY (POSTAL USE ONLY)

Delivery Attempt	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Mo. Day			
Delivery Attempt	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Mo. Day			
Delivery Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Mo. Day			

## CUSTOMER USE ONLY

PAYMENT BY ACCOUNT  
Express Mail Corporate Acct. No.Federal Agency Acct. No. or  
Postal Service Acct. No.

TO: (PLEASE PRINT)

PHONE ( )

Kenneth Kinspel  
NLRSD  
2700 Poplar St  
North Little Rock, AR

ZIP + 4 (U.S. ADDRESSES ONLY. DO NOT USE FOR FOREIGN POSTAL CODES.)

7 2 1 1 4 +

FOR INTERNATIONAL DESTINATIONS, WRITE COUNTRY NAME BELOW.



EB 927449194 US

## ORIGIN (POSTAL SERVICE USE ONLY)

PO ZIP Code 72006	Day of Delivery <input checked="" type="checkbox"/> Next <input type="checkbox"/> 2nd <input type="checkbox"/> 2nd Del. Day	Postage \$
Date Accepted 8/10/08	Scheduled Date of Delivery 8/29/08	Return Receipt Fee \$
Mo. Day Year 08/10/08	Scheduled Time of Delivery <input checked="" type="checkbox"/> Noon <input type="checkbox"/> 3 PM	COD Fee \$
Time Accepted 5 PM	Military <input type="checkbox"/> 2nd Day <input type="checkbox"/> 3rd Day	Insurance Fee \$
Flat Rate <input type="checkbox"/> or Weight 33 lbs.	Int'l Alpha Country Code	Total Postage & Fees \$ 12.60
	Acceptance Emp. Initials JH	

FROM: (PLEASE PRINT)

PHONE (501) 744-4883

Jackie Jackson  
11606 W. Stoney Point Ct  
Little Rock, AR 72211

FOR PICKUP OR TRACKING

Visit www.usps.com

Call 1-800-222-1811

Customer Copy  
Label 11-B, March 2004

UNITED STATES POSTAL SERVICE

Post Office To Addressee

## DELIVERY (POSTAL USE ONLY)

Delivery Attempt	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Mo. Day			
Delivery Attempt	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Mo. Day			
Delivery Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Mo. Day			

## CUSTOMER USE ONLY

PAYMENT BY ACCOUNT  
Express Mail Corporate Acct. No.Federal Agency Acct. No. or  
Postal Service Acct. No.

TO: (PLEASE PRINT)

PHONE ( )

Dr. Linda Watson  
LRSD  
810 W. Markhem Street  
Little Rock, AR

ZIP + 4 (U.S. ADDRESSES ONLY. DO NOT USE FOR FOREIGN POSTAL CODES.)

7 2 2 0 1 +

FOR INTERNATIONAL DESTINATIONS, WRITE COUNTRY NAME BELOW.



EB 927449203 US

**ORIGIN (POSTAL SERVICE USE ONLY)**

PO ZIP Code <b>72206</b>	Day of Delivery <input checked="" type="checkbox"/> Next <input type="checkbox"/> 2nd <input type="checkbox"/> 2nd Del. Day	Postage \$
Date Accepted <b>8/28/08</b>	Scheduled Date of Delivery <b>8/29/08</b>	Return Receipt Fee \$
Mo. Day Year <b>08 28 08</b>	Scheduled Time of Delivery <input checked="" type="checkbox"/> Noon <input type="checkbox"/> 3 PM	COD Fee \$
Time Accepted <b>07 PM</b>	Military <input type="checkbox"/> 2nd Day <input type="checkbox"/> 3rd Day	Insurance Fee \$
Flat Rate <input type="checkbox"/> or Weight lbs. <b>3.2</b>	Int'l Alpha Country Code	Total Postage & Fees <b>\$ 12.60</b>
		Acceptance Emp. Initials <b>10H</b>

FROM: (PLEASE PRINT)

PHONE ( )

**501 744-4883**

**Jackie Jackson  
1606 W. Stoner Point Ct  
Little Rock, AR 72211**

**FOR PICKUP OR TRACKING**

Visit **www.usps.com**

Call **1-800-222-1811**



**Customer Copy**  
Label 11-B, March 2004

**Post Office To Addressee**

**DELIVERY (POSTAL USE ONLY)**

Delivery Attempt	Time <input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Mo. Day <b>AUG 28 2008</b>		
Delivery Attempt	Time <input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Mo. Day		
Delivery Date	Time <input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Mo. Day		

**CUSTOMER USE ONLY**

PAYMENT BY ACCOUNT NO. **9999**

Express Mail Corporate Acct. No.

Federal Agency Acct. No. or  
Postal Service Acct. No.

☐ NO DELIVERY ☐ Address Signature

TO: (PLEASE PRINT)

PHONE ( )

**James R. Sharpe  
Polaski Co. Special S.  
District  
925 E. Dixon Rd Little  
Rock, AR**

ZIP + 4 (U.S. ADDRESSES ONLY. DO NOT USE FOR FOREIGN POSTAL CODES.)

<b>7</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>6</b>	<b>+</b>				
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FOR INTERNATIONAL DESTINATIONS, WRITE COUNTRY NAME BELOW.

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Rx Date/Time

JUL-24-2008(THU) 21:19

5013783442

P. 002

FROM :ArkDemGaz

FAX NO. :5013783442

Jul. 25 2008 11:06AM P2/3

Job Number: 080408r708

Intent to File a Petition to Operate  
an Open Enrollment Charter School

**PUBLIC HEARING NOTIFICATION**

**Little Rock Urban Prep for Young Men**

Little Rock Urban Prep, Inc. will hold a Public Hearing on August 26, 2008 at 3:00 PM in the East Room located in the Main Library Downtown at 100 Rock Street in the River Market District regarding a petition to the Arkansas State Board of Education to operate an Open Enrollment Charter School.

The purpose of this Public Hearing is to inform the public and gather information regarding the proposed school, Little Rock Urban Prep for Young Men. The school's anticipated opening date will be August 2009. Plans call for the target population to be male students in grades K-5th.

Public input is actively being solicited. Written comments may be sent to 11606 W. Stoney Point, Little Rock, AR 72201 and must be postmarked by August 22, 2008.

If special accommodations are needed  
please contact

**Jackie Jackson**  
**11606 W. Stoney Point**  
**Little Rock, AR 72211**  
**501-744-4883**

This meeting is sponsored by LR Urban Prep, Inc.

UNCLASSIFIED INFORMATION NOT FOR PUBLICATION

**PROOF**

BY: clw

DATE: 7-24, 8-7, 8-11, 8-18<sup>th</sup>

TIME:

A.M.	638 P.M.

Rx Date/Time

JUL-24-2008(THU) 21:19

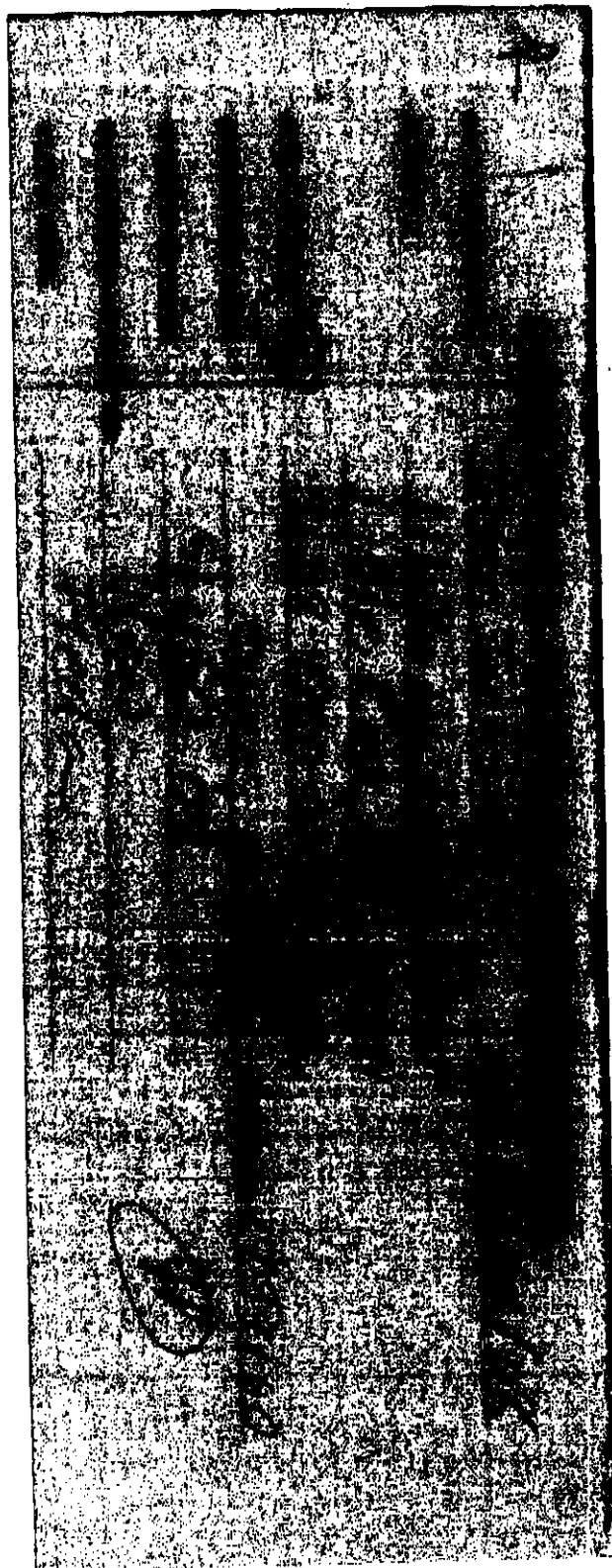
5013783442

P.003

FROM :ArkDemGaz

FAX NO. :5013783442

Jul. 25 2008 11:06AM P3/3



## **Deberes de Urban de Little Rock para Hombres Jóvenes**

Little Rock Urban Prep Inc. celebrará una Audiencia Pública  
el 26 de agosto de 2008

EL PM DE at3:00 en la Habitación del este se estableció en  
el Biblioteca Calle Rock de at100 de Main en el Centro de  
la Ciudad en el Distrito de Mercado de Río Que considera  
una petición a la junta de educación de Estado de Arkansas  
para operar a una Escuela Charter de Inscripción Abierta.

El propósito de esta Audiencia Pública es informar al  
público y reunir la información que mira a la escuela  
propuesta, a Deberes de Little Rock Urban para Young Men.  
La fecha de comienzo prevista de la escuela será agosto de  
2009. Los planes piden la población objetivo para ser  
estudiantes masculinos en grados K-5th.

Se está solicitando entrada pública activamente. Se pueden  
enviar comentarios escritos a Punto de 11606 OESTE Stoney,  
deben marcar Little Rock, AR 72201and antes de 22 de agosto  
de 2008.

Si se necesitan alojamientos especiales por favor contacte  
a Jackie Jackson, a 11606 W.  
Punto Stoney, Little Rock, AR 72211 y 501-744-4883. Esta  
reunión es sponsored by LR Urban Prep, Inc.

# LR Prep Public Meeting

## Sign-In

Aug 28, 2008

	Name	Email	Phone #
1.	Jackie Jackson	jysackson15110@sbeglobal.net	744-4883
2.	Nancy Stiles	hidail@sbeglobal.net	
3.	Pamela Cross	PCROSS@alltel.net	680-0504
4.	N. Angela Norton	rtwx@sbeglobal.net	664-4594
5.			

### Little Rock Urban Prep for Young Men - FY 09-10 Budget

Revenues	Amount	Total
State Public Charter School Aid:		
No. of Students (273) x \$5,789	\$ 1,580,397	
No. of Students (273) x \$36 Enhancement Funding	\$ 9,828	
Total State Charter School Aid	\$ 1,590,225	\$ 1,590,225
Other Sources of Revenues:		
Private Donations or Gifts	\$ 230,000	
Federal Grants	\$ 150,000	\$ 480,000
Other:		
ELL \$293 per eligible student (27)	\$ 7,911	
NSLA \$496 per eligible student (167)	\$ 82,832	
Professional Development \$50 per student	\$ 13,650	
Spec. Educ Supervisor \$8 per student	\$ 2,184	
Spec. Education \$1,200 per eligible student (33)	\$ 39,600	
Federal Title Funds \$350 per student	\$ 95,550	
School Lunch payments and reimbursement	\$ 112,500	
Total Other Sources of Revenues		\$ 354,227
<b>Total Revenues</b>		<b>\$ 2,424,452</b>

Expenditures	Amount	Total
<b>Administration:</b>		
Salaries: (No. of Positions 2.0 )	\$ 131,500	
Fringe Benefits	\$ 35,597	
Purchased Services	\$ -	
Supplies and Materials	\$ 3,600	
Equipment	\$ 4,000	
Other (Professional Dev)	\$ 2,400	\$ 177,097
<b>Regular Classroom Instruction:</b>		
Salaries: (No. of Positions 19.0 )	\$ 831,000	
Fringe Benefits	\$ 237,167	
Purchased Services	\$ 17,744	
Supplies and Materials	\$ 121,567	
Equipment	\$ 38,000	
Other (Professional Dev)	\$ 11,400	\$ 1,256,878

**Special Education:**

Salaries: (No. of Positions 1.0 )	\$	45,000		
Fringe Benefits	\$	12,788		
Purchased Services	\$	5,000		
Supplies and Materials	\$	5,872		
Equipment	\$	2,000		
Other (Professional Dev)	\$	600	\$	71,260

**Alternative Education (ELL)**

Salaries: (No. of Positions .50 )	\$	22,500		
Fringe Benefits	\$	7,354		
Purchased Services	\$	2,000		
Supplies and Materials	\$	5,872		
Equipment	\$	2,000		
Other (Professional Dev)	\$	600	\$	40,326

**Guidance Services:**

Salaries: (No. of Positions )	\$	-		
Fringe Benefits	\$	-		
Purchased Services	\$	5,000		
Supplies and Materials	\$	-		
Equipment	\$	-		
Other	\$	-	\$	5,000

**Health Services:**

Salaries: (No. of Positions )	\$	-		
Fringe Benefits	\$	-		
Purchased Services	\$	5,000		
Supplies and Materials	\$	500		
Equipment	\$	-		
Other (Professional Dev)	\$	600	\$	10,600

**Media Services:**

Salaries: (No. of Positions )	\$	-		
Fringe Benefits	\$	-		
Purchased Services	\$	9,600		
Supplies and Materials	\$	10,000		
Equipment	\$	45,000		
Other (Professional Dev)	\$	-	\$	64,000

**Fiscal Services:**

Salaries: (No. of Positions 1.0 )	\$	30,000		
Fringe Benefits	\$	9,165		

Purchased Services	\$	10,000		
Supplies and Materials	\$	2,000		
Equipment	\$	2,000		
Other (Professional Dev)	\$	600	\$	53,765

**Maintenance and Operation:**

Salaries: (No. of Positions )	\$	-		
Fringe Benefits	\$	-		
Purchased Services	\$	16,800		
Supplies and Materials	\$	3,600		
Equipment	\$	-		
Other	\$	-	\$	20,400

**Pupil Transportation:**

Salaries: (No. of Positions )	\$	-		
Fringe Benefits	\$	-		
Purchased Services	\$	6,600		
Supplies and Materials	\$	-		
Equipment	\$	-		
Other	\$	-	\$	6,600

**Food Services:**

Salaries: (No. of Positions )	\$	-		
Fringe Benefits	\$	-		
Purchased Services	\$	135,000		
Supplies and Materials				
Equipment	\$	1,500	\$	136,500
Other				

**Data Processing:**

Salaries: (No. of Positions 1.0 )	\$	23,000		
Fringe Benefits	\$	7,475		
Purchased Services	\$	-		
Supplies and Materials	\$	2,000		
Equipment	\$	2,000		
Other (Professional Dev.)	\$	600	\$	35,075

**Substitute Personnel:**

Salaries: (No. of Positions )	\$	-		
Fringe Benefits	\$	-		
Purchased Services	\$	3,600	\$	3,600

**Facilities:**

Lease/Purchase (contract for 1 yr. including upgrades)	\$	338,000	
Please list upgrades - Playground Equipment	\$	25,000	\$ 363,000

**Utilities (contract for 1 yr)**

	\$	17,400	\$ 17,400
--	----	--------	-----------

**Insurance:****Liability**

	\$	4,000	
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**Content**

	\$	6,000	
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**Property**

	\$	2,000	\$ 12,000
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**Other Expenditures:****Scholarships for Uniforms**

	\$	6,000	
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**Legal Services**

	\$	8,000	
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**Field Trips**

	\$	3,000	\$ 17,000
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**Total Expenditure**

	\$	2,290,501	
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**Reserve**

	\$	133,951	
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**CLASSROOM TEACHER MINIMUM SALARY SCHEDULE  
AND PAY-FOR-PERFORMANCE ENHANCEMENT POTENTIAL**

<b>Years of Experience</b>	<b>Minimum Base BA Degree</b>	<b>Pay for Performance Potential (Up to 30% of Base)</b>		<b>Minimum Base MA Degree</b>	<b>Pay for Performance Potential (Up to 30% of Base)</b>
0	\$ 32,486	\$ 9,746		\$ 37,359	\$ 11,208
1	\$ 32,998	\$ 9,899		\$ 37,927	\$ 11,378
2	\$ 33,508	\$ 10,052		\$ 38,495	\$ 11,549
3	\$ 34,020	\$ 10,296		\$ 39,062	\$ 11,719
4	\$ 34,530	\$ 10,359		\$ 39,630	\$ 11,889
5	\$ 35,042	\$ 10,513		\$ 40,197	\$ 12,059
6	\$ 35,552	\$ 10,666		\$ 40,765	\$ 12,230
7	\$ 36,064	\$ 10,819		\$ 41,334	\$ 12,400
8	\$ 36,574	\$ 10,972		\$ 41,901	\$ 12,570
9	\$ 36,859	\$ 11,058		\$ 42,469	\$ 12,741
10	\$ 37,085	\$ 11,126		\$ 43,036	\$ 12,911
11	\$ 38,107	\$ 11,432		\$ 43,604	\$ 13,081
12	\$ 38,618	\$ 11,585		\$ 44,172	\$ 13,252
13	\$ 39,129	\$ 11,739		\$ 44,739	\$ 13,422
14	\$ 39,640	\$ 11,892		\$ 45,307	\$ 13,592
15	\$ 40,151	\$ 12,045		\$ 45,876	\$ 13,763

**Director of Curriculum, Instruction and Assessment MINIMUM SALARY SCHEDULE  
AND PAY-FOR-PERFORMANCE ENHANCEMENT POTENTIAL**

<b>Years of Experience</b>	<b>Minimum Base BA Degree</b>	<b>Pay for Performance Potential (Up to 50% of Base)</b>		<b>Minimum Base MA Degree</b>	<b>Pay for Performance Potential (Up to 50% of Base)</b>
0	\$ -	\$ -		\$ 40,755	\$ 20,378
1	\$ -	\$ -		\$ 41,375	\$ 20,688
2	\$ -	\$ -		\$ 41,995	\$ 20,998
3	\$ -	\$ -		\$ 42,613	\$ 21,307
4	\$ -	\$ -		\$ 43,238	\$ 21,619
5	\$ -	\$ -		\$ 43,851	\$ 21,926
6	\$ 38,784	\$ 19,392		\$ 44,471	\$ 22,236
7	\$ 39,343	\$ 19,671		\$ 45,092	\$ 22,546
8	\$ 39,899	\$ 19,950		\$ 45,710	\$ 22,855
9	\$ 40,210	\$ 20,105		\$ 46,330	\$ 23,165
10	\$ 40,456	\$ 20,228		\$ 46,948	\$ 23,474
11	\$ 41,571	\$ 20,786		\$ 47,568	\$ 23,784
12	\$ 42,129	\$ 21,065		\$ 48,188	\$ 24,094
13	\$ 42,686	\$ 21,343		\$ 48,806	\$ 24,403
14	\$ 43,244	\$ 21,622		\$ 49,426	\$ 24,713
15	\$ 43,801	\$ 21,901		\$ 50,047	\$ 25,024

**CEO MINIMUM SALARY AND PAY-FOR-PERFORMANCE ENHANCEMENT POTENTIAL**

	<b>Minimum Base</b>	<b>Pay for Potential (Up to 50% of Base)</b>	
	\$ 65,000	\$ 32,500	

Month	Date	Student Days	Teacher Days	
JUL 08	13-17		5	
	20-24	5	5	
	27-28	2	5	3 Tchr planning/assess days
AUG	3-7	5	5	
	10-14	5	5	
	17-21	5	5	
	24-28; 31	6	6	
Sep	1-4	4	4	
	8-11	4	4	
	14-18	5	5	
	21-25	5	5	
	28-30	3	3	
OCT	1-2	2	2	
	5-9	5	5	E1Q = 10/9 56 days
	12-13	0	2	2 tchr planning/assess days
	14	0	1	Par conf
	15-16	2	2	2nd Q begins Oct 15
	19-23	5	5	
	26-30	5	5	
NOV	2-6	5	5	
	9-13	4	4	Veteran's Day
	16-20	5	5	
	23-27	0	0	Thanksgiving
	30	1	1	
DEC	1-4	4	4	
	7-11	5	5	
	14-18	5	5	
	21-31	0	0	Christmas
JAN 09	4-8	5	5	Review for semester exams
	11-15	5	5	Semester exams
				E2Q = 1/17 51 days
	18			MLK Holiday
	18-22	2	4	3Q begins 1/22
	25-29	5	5	2 Tchr planning/assess days
FEB	1-5	5	5	
	8-12	5	5	
	15-19	4	4	Pres. Day
	23-27	5	5	

MAR	1-5	5	5	
	8-12	5	5	
	15-19	5	5	
	22-26	0	0	Spring Break
	29-31	3	3	
APR	1-2	2	2	
	5-9	4	5	E3Q = 4/9 50 days
				1 Tchr planning/assess day
	12-15	3	5	1 Tchr planning/assess days/ 1 Par Conf Dy
	19-23	5	5	
	26-30	5	5	
MAY	3-7	5	5	
	10-14	5	5	
	17-21	5	5	
	24-27	4	4	Memorial day Frid
	31	0	0	Memorial Day
JUN	1-4	4	4	
	7-11	5	5	
	14-18	2	4	2 Tchr assess days
				E4Q=6/15 43 days
		200	218	

### Daily Schedule

<b>Little Rock Urban Prep for Young Men, Grades K-5</b>						
		<b>MON</b>	<b>TUE</b>	<b>WED</b>	<b>THU</b>	<b>FRI</b>
08:00-08:45	45 min	Reading - Phonics				
08:45-09:30	45 min	Reading - Comprehension				
09:30-10:15	45 min	Writing				
10:15-10:25	10 min	Recess				
10:25-11:25	60 min	Social Studies				
11:25-11:55	30 min	Lunch				
11:55-12:05	10 min	Recess				
12:05-01:35	90 min	Math				
01:35-01:45	10 min	Recess				
01:45-02:45	60 min	Science				
02:45-03:25	40 min	Career Cluster Rotation - 1 Quarter each: Economics, Entrepreneurship, Ethics, Etiquette				
03:25-03:35	10 min	Recess				
03:35-04:15	40 min	Latin	Music History	Latin	Art History	Latin
04:15-04:55	40 min	PE	Technology & Engineering	PE	Technology & Engineering	PE/Group Meetings
<b>Little Rock Urban Prep for Young Men, Grades 6-8</b>						
		<b>MON</b>	<b>TUE</b>	<b>WED</b>	<b>THU</b>	<b>FRI</b>
08:00-08:45	45 min	Reading for College				
08:45-09:30	45 min	Writing				
09:30-10:15	45 min	6th - Introduction to Spanish; 7th - Spanish I for HS credit; 8th - Spanish II for HS credit				
10:15-10:25	10 min	Break				
10:25-11:25	60 min	Social Studies				
11:25-11:55	30 min	Lunch				
11:55-12:05	15 min	Break				
12:05-01:35	90 min	6th - Math; 7th - Algebra I for HS credit; 8th - Geometry for HS credit				
01:35-01:45	10 min	Break				
01:45-02:45	60 min	Science				
02:45-03:25	40 min	Career Cluster Rotation - 1 Quarter each: Economics,				
03:25-03:35	10 min	Break				
03:35-04:15	40 min	Geography	Music History	Technology	Art History	Technology
04:15-04:55	40 min	PE	Engineering	PE	Engineering	PE/Group Meetings

## **OPEN-ENROLLMENT PUBLIC CHARTER SCHOOL APPLICATION STATEMENT OF ASSURANCES**

The signature of the Chief Operating Officer of the public charter school certifies that the following statements are addressed through policies adopted by the public charter school and, if approved, the governing body, administration, and staff of the open-enrollment charter shall abide by them:

1. The information submitted in this application is true to the best of my knowledge and belief and this application has been sent to the superintendent of all the districts from which we intend to draw students.
2. The proposed open-enrollment public charter school shall be open to all students, on a space available basis, and shall not discriminate in its admission policy on the basis of race, color, national origin, creed, sex, ethnicity, sexual orientation, mental or physical disability, age, ancestry, athletic performance, special need or proficiency in the English language, and academic achievement. However, the charter may provide for the exclusion of a student who has been expelled from another public school district.
3. In accordance with federal and state laws the proposed open-enrollment public charter school hiring and retention policies of administrators, teachers, and other employees shall not discriminate on the basis of race, color, national origin, creed, sex, ethnicity, sexual orientation, mental or physical disability, age, ancestry, or special need.
4. The proposed open-enrollment public charter school shall operate in accordance with federal laws and rules governing public schools; applicable provisions of the Arkansas Constitution; and state statutes or regulations governing public school not waived by the approved charter.
5. An open-enrollment public charter school shall not use the moneys that it receives from the state for any sectarian program or activity or as collateral for debt. However, open-enrollment public charter schools may enter into lease-purchase agreements for school buildings built by private entities with facilities bonds exempt from federal taxes under 26 USCS 142(a) as allowed by Arkansas Code Ann. § 6-20-402. No indebtedness of an open-enrollment public charter school shall ever become a debt of the state of Arkansas.
6. The proposed open-enrollment public charter school shall not impose taxes or charge students tuition or fees that would not be allowable charges in the public school districts.
7. The proposed open-enrollment public charter school shall not be religious in its operations or programmatic offerings.

- 8. The proposed open-enrollment public charter school shall ensure that any of its employees who qualify for membership in the Arkansas Teacher Retirement System or the State and Public School Employee Insurance Program shall be covered under those systems to the same extent a qualified employee of a school district is covered.**
- 9. The employees and volunteers of the open-enrollment public charter school are held immune from liability to the same extent as other public school district employees and volunteers under applicable state laws.**
- 10. The open-enrollment public charter school shall be reviewed for its potential impact on the efforts of the public school districts within the proximity of the open-enrollment public charter school to comply with court orders and statutory obligations to create and maintain a unitary system of desegregated public schools.**
- 11. The proposed open-enrollment public charter school shall comply with all health and safety laws, rules and regulations of the federal, state, county, region, or community that may apply to the facilities and school property.**
- 12. The proposed open-enrollment public charter school shall not use any funds it receives from the state for any sectarian program or activity or as collateral for debt.**
- 13. The charter applicant should know that certain provisions of state law shall not be waived. The proposed open-enrollment public charter school is subject to any prohibition, restriction, or requirement imposed by Title 6 of the Arkansas Code Annotated and any rule and regulation approved by the State Board of Education under this title relating to:**
  - (a) Monitoring compliance with Ark. Code Ann. § 6-23-101 et seq. as determined by the Commissioner of the Department of Education;**
  - (b) Conducting criminal background checks for employees;**
  - (c) High school graduation requirements as established by the State Board of Education;**
  - (d) Special education programs as provided by this title;**
  - (e) Public school accountability under this title; and**
  - (f) Health and safety codes as established by the State Board of Education and local governmental entities.**
- 14. The facilities of the proposed public charter school shall comply with all requirements for accessibility for individuals with disabilities in accordance with the ADA and IDEA and all other state and federal laws.**

15. Should the open-enrollment public charter school voluntarily or involuntarily close, the applicant should know that any fees associated with the closing of the school including but not limited to removal of furniture, equipment, general expenses, etc, are the sole responsibility of the sponsoring entity. No indebtedness of any kind incurred or created by the open-enrollment public charter school shall constitute an indebtedness of the state or its political subdivisions, and no indebtedness of the open-enrollment public charter school shall involve or be secured by the faith, credit, or taxing power of the state or its political subdivisions. In the case of school closure, property bought with state funds may be sold if required by the State Board of Education. The state has a perfected priority security interest in the net proceeds from the sale or liquidation of the property to the extent of the public funds used in the purchase.

Joel J. Jash  
Signature of Chief Operating Officer of the School

Date: 9-1-08

Jackie Jackson  
Print or type name

**OPEN-ENROLLMENT PUBLIC CHARTER SCHOOL  
FACILITIES UTILIZATION AGREEMENT AND LEASE AGREEMENT**

Lessor (Owner):

Mitchell Elementary, LLC

Lessee (Tenant):

L R Prep Inc.

Any information regarding affiliation, family ties, or other relationships between the Lessor (Owner) and Lessee (Tenant) must be disclosed with the facilities lease agreement.

Describe the present use  
of the facility and use for  
prior three (3) years:

Storage & Warehouse

Premises:

2410 Battery Little Rock, AR 72202  
address34,000 sq ft  
square footage

Terms of Lease:

5 Years

Rental Amount:

\$25,000 per Month

Contingency:

The terms of this agreement are contingent upon

L R Prep (sponsoring entity)  
receiving a charter to operate an open-enrollment public  
charter school from the State Board of Education  
by August of 2008.

Statutory Language Concerning No Indebtedness: No indebtedness of any kind incurred or created by the open-enrollment public charter school shall constitute an indebtedness of the state or its political subdivisions, and no indebtedness of the open-enrollment public charter school shall involve or be secured by the faith, credit, or taxing power of the state or its political subdivisions.

Lessee:

[Signature] L R Prep Inc

By

[Signature]

Date

9-1-08

Lessor:

Mitchell Elementary, LLC

By

[Signature]

Date

9-1-08



# Commercial Lease

Page 1 of 6



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Little Rock, AR 72211-4912  
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Form Serial Number: **ONDDEB-7FZTND-0QD505**

This Commercial Lease is made this (month) September (day) 2, (year) 2008, between Mitchell Elementary who, whether one or more, will hereinafter be designated as Lessor, and Little Rock Prep, Inc. who, whether one or more, will hereinafter be designated as Lessee.

Lessor leases to Lessee the following described Property:

the former Mitchell School located at 2014 Battery Street, Little Rock, Pulaski County, Arkansas.

The term of this Commercial Lease is Sixty (60) months, commencing on (month) July (day) 1, (year) 2009, at 12:00 PM a.m./p.m. and ending on (month) July (day) 1, (year) 2014, at 12:00 PM a.m./p.m.

The Lessee agrees to pay the Lessor the following rental, to-wit:

- ☒ Base Rent: \$25,000/Month ☐ Percentage Rent: N/A
- ☐ Common Area Maintenance Contribution: \_\_\_\_\_
- ☐ Real Estate Tax Contribution: \_\_\_\_\_
- ☐ Property Insurance Contribution: \_\_\_\_\_
- ☐ Merchant Association Dues: \_\_\_\_\_
- ☐ Deposit in the amount of \$0.00 which will be tendered directly to Lessor, it being agreed by Lessee and Lessor that agent shall not hold such funds. Said Deposit will be returned to Lessee upon expiration of this Commercial Lease if Lessee follows all terms of this Commercial Lease and if the Property is returned to Lessor in the same condition as it was received, less reasonable wear and tear.
- ☒ Other: Both Lessee and Lessor agree that base rent may decreased based on additional due diligence by Lessee between now and lease commencement date.

Lessee agrees to pay the rental in monthly installments, in advance, on the first day of each month. The payments are to be made to Mitchell Elementary or to such other place as the Lessor may designate. Any installment of rent that is not paid when due shall be subject to a late charge of N/A % of the monthly rent if the rent has not been paid before the N/A day of the month. Any such late charge shall be considered additional rent.

The parties hereto covenant as follows:

1. **RENT:** Lessee will promptly pay the stipulated rental in advance at the place designated.

# Commercial Lease

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## 2. USE:

(a) The Property will be used by the Lessee only for the following lawful purpose, to-wit:

Charter school for boys kindergarten through fifth grade.

and for no other purpose;

(b) Lessee will not do, or permit anything to be done, in, upon or about the Property that increases the fire hazard beyond that which exists by reason of the ordinary use or occupancy of the Property for the purpose specified in Paragraph 2 hereof. Lessee agrees to pay to Lessor, on demand, any increase in fire insurance premiums on the building and improvements that Lessor may have to pay because of Lessee's use or occupancy of the Property. Lessee will not do, or permit to be done, anything that will make uninsurable the Property or any part thereof;

(c) Lessee will not do, or permit to be done, anything in, about or upon the Property that interferes with the rights of or tends to annoy other tenants of Lessor, that conflicts with the State or Municipal laws or regulations of the Fire Department or Arkansas Department of Health, that creates a nuisance, or that is dangerous to persons or property.

**3. NUISANCE:** Lessee acknowledges that should any nuisance abatement or similar proceeding be commenced or threatened against Lessor, Lessee, or the Property by any municipal, county, state or federal nuisance abatement board or enforcement entity, wholly or partially resulting from the action or inaction of Lessee or guests of Lessee in, on or about the Property, such action or inaction shall constitute a material breach of this Commercial Lease by Lessee entitling Lessor to all available remedies set forth in this Commercial Lease or by applicable laws.

**4. ASSIGNMENT OR SUBLETTING:** Lessee shall not have the right to assign this Commercial Lease or sublet any part of the Property without the written consent of the Lessor first endorsed hereon. If Lessor consents to an assignment or subletting, the Lessee shall remain liable for payment of the specified rental and the due performance of all the agreements and conditions herein. Consent to one or more assignment or sublease shall not waive the provisions of this paragraph as to future attempts to assign or sublease.

**5. SUCCESSORS:** Lessor's interest in this Commercial Lease shall pass to and vest in Lessor's heirs, devisees, successors and assigns.

**6. ALTERATIONS AND IMPROVEMENTS:** Lessee will not make any alterations, changes or improvements without Lessor's prior written consent. If consent is given, then the cost of such alterations, changes or improvements shall be paid by Lessee. Lessor shall have the right to require Lessee to provide a bond for any liens placed on the Property. Upon the termination of this Commercial Lease, Lessor shall have the right to retain the Property as altered, changed or improved by Lessee, or Lessor may require the Lessee to restore the Property to the conditions existing as of the date Lessee went into possession of the Property under the terms of this Commercial Lease. In the event any changes, alterations or additions to the Property are required by law, ordinance, regulation, Fire Department, Arkansas Department of Health, Americans With Disabilities Act, or the Environmental Protection Agency, then the cost of such changes, alterations or additions shall be paid by the Lessee.

# Commercial Lease

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- 7. OPERATING EXPENSES:** Operating expenses of the Property shall be paid by Lessor unless otherwise noted below. The Lessor will pay the taxes assessed against the real Property and the improvements thereon, and will keep the outside walls and roof in repair, provided however, that the Lessee will never be held liable for damages for failure to repair the roof or outside walls. Lessor is to have exclusive use of the roof. In the event the walls should so deteriorate as to require rebuilding, or if the cost of repairing the outside walls or the roof should exceed the sum of \$30,000, the Lessor shall have the right to terminate this Commercial Lease on giving thirty (30) days notice to the Lessee. The Lessor will pay the premium for property insurance on the Property. Such premium shall be the cost of property insurance covering not less than Eighty (80.0 %) percent of the replacement value of the Property. Such property insurance policy shall name Lessor as an insured party. Any proceeds from any insurance claim shall be paid to Lessor. Lessee will keep the Property, including plumbing, water tower, parking area, sidewalks, sewer lines, water pipes, gas pipes, and electric wiring in repair throughout the term of this Commercial Lease. Lessee will pay for the repair and maintenance of the heating, ventilating, and air conditioning equipment and ducts. Lessor will pay for the replacement of the heating, ventilating and air conditioning equipment as needed. The floors, fixtures and plate glass, including storefront doors, will be repaired or replaced as needed by Lessee. Lessee will pay as additional rent, any tax on rents that may from time to time be assessed by a governmental body. Lessee will pay for janitorial and extermination services. Lessee will pay all utility bills, including the sanitary sewer tax that accompanies the monthly water bill except for N/A. Upon the expiration of this Commercial Lease, in course or by breach of any of its provisions, Lessee will restore the Property to Lessor in as good condition as when possession was taken by Lessee, ordinary wear and tear excepted.
- 8. SIGNS:** No sign, picture or advertisement shall be displayed on any part of the outside of any building on the Property or on or about the Property without the previous consent in writing of the Lessor, and the Lessor may remove the same without notice to the Lessee and at Lessee's expense. Upon termination of this Commercial Lease, Lessee will remove any sign, advertisement or notice painted on or affixed to the Property and restore the place it occupied to the condition that existed as of the date this Commercial Lease takes effect.
- 9. HOLD HARMLESS:** Lessee assumes all risk of and liability for damages to persons or property arising during the term of this Commercial Lease from the present or future condition of the Property, including walls and roof, both latent and manifest, and agrees to save the Lessor harmless. Lessee has inspected and accepts the space in "as is" condition.
- 10. PROPERTY, FIRE AND CASUALTY:** In the event of a substantial destruction (substantial destruction as herein used means destruction that will cost thirty (30 %) percent or more of the value of the improvements prior to destruction to restore such improvements) of the Property by fire, cyclone, or act of God, this Commercial Lease may be terminated on notice from the Lessor to the Lessee, or Lessor may elect to rebuild for the use of the Lessee, and in that event Lessor shall notify Lessee within sixty (60) days after said destruction, and shall then proceed with all reasonable diligence, delay due to adjustment of insurance loss and other unavoidable delays excepted, to restore the Property; and this Commercial Lease shall continue in full force and effect, except that, as the sole and exclusive remedy of the Lessee, there shall be a proportionate abatement of the rent payable by the Lessee during the time the Property is untenantable or in part untenantable. In the event of a partial destruction (partial destruction as herein used means destruction that will cost less than thirty (30 %) percent of the value of the improvements on the Property prior to destruction to restore such improvement) of the Property by fire, cyclone, or act of God, the Lessor will repair said Property for the use of the Lessee, and this Commercial Lease shall continue in full force and effect, except that, as the sole and exclusive remedy of the Lessee, there shall be proportionate abatement in the rent payable by the Lessee during the time the Property is untenantable or in part untenantable.

# Commercial Lease

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**18. RELETING:** Lessor may place a "for lease" sign or signs on the Property during the last thirty (30) days this Commercial Lease is in force.

**19. CONDEMNATION:** If the Property be subjected to any eminent domain proceedings, this Commercial Lease shall terminate if all of the Property is taken or if the portion taken is so extensive that the residue is wholly inadequate for Lessee's purposes, as set out in Paragraph 2 hereof. If the taking be partial, then Lessee's rentals shall be reduced in the proportion that the space taken bears to the space originally leased. In such condemnation proceedings Lessee may claim compensation for the taking of any removable installations that by the terms of this Commercial Lease Lessee would be permitted to remove at the expiration of this Commercial Lease, but Lessee shall be entitled to no additional award, it being agreed that any damages allocable to full fee simple ownership of the entire Property shall in any event be payable to Lessor.

**20. LESSOR'S RIGHT OF ENTRY:** Lessor may at any time enter the Property for inspection purposes.

**21. AGENCY DISCLOSURE:** The subparagraph(s) selected below shall represent the agency relationships reflected in this Commercial Lease Agreement:

☐ **A. Lessor Agency:** When the Lessee is not represented by a separate agent, the only agency in effect is that between Lessor and the agent.

☒ **B. Lessee Agency:** Lessor authorizes the Lessor's agent to pay from the Lessor Agent's leasing fee a share deemed competitive by the agent, to 4.0% of total gross lease payable upon occupancy as agent of the Lessee.

☐ **C. Dual Agency:** The Lessor and the Lessee agree that \_\_\_\_\_ may represent both parties in this transaction to lease the Property to the Lessee subject to an agency agreement or similar representation agreement with the named agent. Should this situation arise the Lessor and the Lessee agree to the following:

- (a) The agent shall not disclose to the Lessee or Lessor any personal, financial or other confidential information about the other party without that party's express written consent. This restriction excludes information related to material property information that is known to the agent and other information that must at the agent's discretion be disclosed.
- (b) The Lessee acknowledges notification that when the agent represents both parties, a possible conflict of interest can arise; and under this agreement the Lessee and Lessor agree to forfeit their right to receive the undivided loyalty of the agent, provided that the Lessee has also agreed, under its agreement with the agent, to forfeit their right to receive the undivided loyalty of the agent. It is understood, however, that the agent is obligated to treat each party fairly and equitably.
- (c) The Lessee and Lessor agree to waive any claim now or hereafter arising out of the agent's representing both parties.

**22. FAIR HOUSING:** Lessee agrees that Lessor will provide equal service to all persons regardless of race, color, religion, sex, national origin, handicap, or familial status. Additionally, Lessee agrees that the Lessor and Lessee must comply with all state and federal laws while performing this Commercial Lease.

# Commercial Lease

Page 6 of 6



1701 Commercial Drive, Suite 201  
Little Rock, AR 72211-0242  
O: 501-225-2200 • F: 501-227-4000  
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**23. ENTIRE AGREEMENT AND LIMITATION OF WARRANTIES:** Lessee has examined the Property herein leased and accepts it in the condition in which it is at present. Lessee agrees that no representation or warranty or agreement has been made by the Lessor or any agent of the Lessor that is not herein expressed.

**24. SPECIAL CONDITIONS:**

Lessee at Lessee's sole discretion may terminate this lease prior to commencement date.

The terms of this lease are contingent upon Little Rock Prep. Inc. receiving a charter to operate an open enrollment public charter school from the State Board of Education by February 2009.

Contingent upon feasibility study to be approved by both parties. done by L.R Prep, Inc.

**25. COUNTERPARTS:** This Commercial Lease may be executed in multiple counterparts each of which shall be regarded as an original hereof but all of which together shall constitute one in the same.

THIS IS A LEGALLY BINDING AGREEMENT WHEN SIGNED BY THE PARTIES BELOW. READ IT CAREFULLY. YOU MAY EMPLOY AN ATTORNEY TO DRAFT THIS FORM FOR YOU. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY PART, CONSULT YOUR ATTORNEY BEFORE SIGNING. REAL ESTATE AGENTS CANNOT GIVE YOU LEGAL ADVICE. THE PARTIES SIGNED BELOW WAIVE THEIR RIGHT TO HAVE AN ATTORNEY DRAFT THIS FORM AND HAVE AUTHORIZED THE REAL ESTATE AGENT(S) TO FILL IN THE BLANKS ON THIS FORM.

THIS FORM IS PRODUCED AND COPYRIGHTED BY THE ARKANSAS REALTORS® ASSOCIATION. THE SERIAL NUMBER BELOW IS A UNIQUE NUMBER NOT USED ON ANY OTHER FORM. THE SERIAL NUMBER BELOW SHOULD BE AN ORIGINAL PRINTING, NOT MACHINE COPIED, OTHERWISE THE FORM MAY HAVE BEEN ALTERED. DO NOT SIGN THIS FORM IF IT WAS PREPARED AFTER DECEMBER 31, 2008.

FORM SERIAL NUMBER: 0NDDEB-7FZTND-0QD505

The above Commercial Lease is executed on  
(month) September (day) 1, (year) 2008, at 1:00 (a.m.)(p.m.).

Signature: [Signature]  
Printed Name: Mitchell Elementary  
Lessor

Signature: [Signature]  
Printed Name: Little Rock Prep, Inc.  
Lessee

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Lessor

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Lessee

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Lessor's Principal or Supervising Broker

Signature: [Signature]  
Printed Name: Ruth Presley  
Lessee's Principal or Supervising Broker

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Lessor's Agent

Signature: [Signature]  
Printed Name: Robert H. Fiser III  
Lessee's Agent

Lessee's address other than leased premises

# Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code

OMB No. 1545-0056

**Note:** If exempt status is approved, this application will be open for public inspection.

Use the instructions to complete this application and for a definition of all **bold** items. For additional help, call IRS Exempt Organizations Customer Account Services toll-free at 1-877-829-5500. Visit our website at **www.irs.gov** for forms and publications. If the required information and documents are not submitted with payment of the appropriate user fee, the application may be returned to you.

Attach additional sheets to this application if you need more space to answer fully. Put your name and EIN on each sheet and identify each answer by Part and line number. Complete Parts I - XI of Form 1023 and submit only those Schedules (A through H) that apply to you.

## Part I Identification of Applicant

<b>1</b> Full name of organization (exactly as it appears in your organizing document)		<b>2</b> c/o Name (if applicable)	
Little Rock Urban Prep, Inc.		Jackie Jackson	
<b>3</b> Mailing address (Number and street) (see instructions)	Room/Suite	<b>4</b> Employer Identification Number (EIN)	
11606 Stoney Point, Little Rock, AR 72211		26-3271280	
City or town, state or country, and ZIP + 4		<b>5</b> Month the annual accounting period ends (01 - 12)	
Little Rock, AR 72211		June	
<b>6</b> Primary contact (officer, director, trustee, or authorized representative)		<b>b</b> Phone: 501.744.4483	
<b>a</b> Name: Jackie Jackson		<b>c</b> Fax: (optional) 501.217.0522	
<b>7</b> Are you represented by an authorized representative, such as an attorney or accountant? If "Yes," provide the authorized representative's name, and the name and address of the authorized representative's firm. Include a completed Form 2848, <i>Power of Attorney and Declaration of Representative</i> , with your application if you would like us to communicate with your representative.			
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
<b>8</b> Was a person who is not one of your officers, directors, trustees, employees, or an authorized representative listed in line 7, paid, or promised payment, to help plan, manage, or advise you about the structure or activities of your organization, or about your financial or tax matters? If "Yes," provide the person's name, the name and address of the person's firm, the amounts paid or promised to be paid, and describe that person's role.			
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
<b>9a</b> Organization's website:			
<b>b</b> Organization's email: (optional)			
<b>10</b> Certain organizations are not required to file an information return (Form 990 or Form 990-EZ). If you are granted tax-exemption, are you claiming to be excused from filing Form 990 or Form 990-EZ? If "Yes," explain. See the instructions for a description of organizations not required to file Form 990 or Form 990-EZ.			
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
<b>11</b> Date incorporated if a corporation, or formed, if other than a corporation. (MM/DD/YYYY) 08 / 12 / 2007			
<b>12</b> Were you formed under the laws of a foreign country? If "Yes," state the country.			
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

**Part II Organizational Structure**

You must be a corporation (including a limited liability company), an unincorporated association, or a trust to be tax exempt. (See instructions.) **DO NOT file this form unless you can check "Yes" on lines 1, 2, 3, or 4.**

- 1** Are you a **corporation**? If "Yes," attach a copy of your articles of incorporation showing **certification of filing** with the appropriate state agency. Include copies of any amendments to your articles and be sure they also show state filing certification. ☒ **Yes** ☐ **No**
- 2** Are you a **limited liability company (LLC)**? If "Yes," attach a copy of your articles of organization showing certification of filing with the appropriate state agency. Also, if you adopted an operating agreement, attach a copy. Include copies of any amendments to your articles and be sure they show state filing certification. Refer to the instructions for circumstances when an LLC should not file its own exemption application. ☐ **Yes** ☒ **No**
- 3** Are you an **unincorporated association**? If "Yes," attach a copy of your articles of association, constitution, or other similar organizing document that is dated and includes at least two signatures. Include signed and dated copies of any amendments. ☐ **Yes** ☒ **No**
- 4a** Are you a **trust**? If "Yes," attach a signed and dated copy of your trust agreement. Include signed and dated copies of any amendments. ☐ **Yes** ☒ **No**
- b** Have you been funded? If "No," explain how you are formed without anything of value placed in trust. ☐ **Yes** ☒ **No**
- 5** Have you adopted **bylaws**? If "Yes," attach a current copy showing date of adoption. If "No," explain how your officers, directors, or trustees are selected. ☒ **Yes** ☐ **No**

**Part III Required Provisions in Your Organizing Document**

The following questions are designed to ensure that when you file this application, your organizing document contains the required provisions to meet the organizational test under section 501(c)(3). Unless you can check the boxes in both lines 1 and 2, your organizing document does not meet the organizational test. **DO NOT file this application until you have amended your organizing document.** Submit your original and amended organizing documents (showing state filing certification if you are a corporation or an LLC) with your application.

- 1** Section 501(c)(3) requires that your organizing document state your exempt purpose(s), such as charitable, religious, educational, and/or scientific purposes. Check the box to confirm that your organizing document meets this requirement. Describe specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document. Refer to the instructions for exempt purpose language. Location of Purpose Clause (Page, Article, and Paragraph): Pg. 1, Article IV ☒
- 2a** Section 501(c)(3) requires that upon dissolution of your organization, your remaining assets must be used exclusively for exempt purposes, such as charitable, religious, educational, and/or scientific purposes. Check the box on line 2a to confirm that your organizing document meets this requirement by express provision for the distribution of assets upon dissolution. If you rely on state law for your dissolution provision, do not check the box on line 2a and go to line 2c. ☒
- 2b** If you checked the box on line 2a, specify the location of your dissolution clause (Page, Article, and Paragraph). Do not complete line 2c if you checked box 2a. Article VII
- 2c** See the instructions for information about the operation of state law in your particular state. Check this box if you rely on operation of state law for your dissolution provision and indicate the state: Arkansas ☒

**Part IV Narrative Description of Your Activities**

Using an attachment, describe your *past, present, and planned* activities in a narrative. If you believe that you have already provided some of this information in response to other parts of this application, you may summarize that information here and refer to the specific parts of the application for supporting details. You may also attach representative copies of newsletters, brochures, or similar documents for supporting details to this narrative. Remember that if this application is approved, it will be open for public inspection. Therefore, your narrative description of activities should be thorough and accurate. Refer to the instructions for information that must be included in your description.

**Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors**

- 1a** List the names, titles, and mailing addresses of all of your officers, directors, and trustees. For each person listed, state their total annual **compensation**, or proposed compensation, for all services to the organization, whether as an officer, employee, or other position. Use actual figures, if available. Enter "none" if no compensation is or will be paid. If additional space is needed, attach a separate sheet. Refer to the instructions for information on what to include as compensation.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
Jackie Jackson	Trustee	11606 Stoney Point Little Rock, AR 72211	None
Terry Jackson	Trustee	11606 Stoney Point Little Rock, AR 72211	None
Rita Byers	Trustee	300 S Rodney Parham, Ste #5 Little Rock, AR 72205	None

**Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)**

**b** List the names, titles, and mailing addresses of each of your five highest compensated employees who receive or will receive compensation of more than \$50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation. Do not include officers, directors, or trustees listed in line 1a.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
To Be Hired	School Administrator	NA	\$65,000

**c** List the names, names of businesses, and mailing addresses of your five highest compensated independent contractors that receive or will receive compensation of more than \$50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
	NA		

The following "Yes" or "No" questions relate to *past, present, or planned* relationships, transactions, or agreements with your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, and 1c.

**2a** Are any of your officers, directors, or trustees **related** to each other through **family** or **business relationships**? If "Yes," identify the individuals and explain the relationship. ☒ Yes ☐ No

**b** Do you have a business relationship with any of your officers, directors, or trustees other than through their position as an officer, director, or trustee? If "Yes," identify the individuals and describe the business relationship with each of your officers, directors, or trustees. ☐ Yes ☒ No

**c** Are any of your officers, directors, or trustees related to your highest compensated employees or highest compensated independent contractors listed on lines 1b or 1c through family or business relationships? If "Yes," identify the individuals and explain the relationship. ☐ Yes ☒ No

**3a** For each of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c, attach a list showing their name, qualifications, average hours worked, and duties.

**b** Do any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c receive compensation from any other organizations, whether tax exempt or taxable, that are related to you through **common control**? If "Yes," identify the individuals, explain the relationship between you and the other organization, and describe the compensation arrangement. ☐ Yes ☒ No

**4** In establishing the compensation for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, and 1c, the following practices are recommended, although they are not required to obtain exemption. Answer "Yes" to all the practices you use.

- a** Do you or will the individuals that approve compensation arrangements follow a conflict of interest policy? ☒ Yes ☐ No
- b** Do you or will you approve compensation arrangements in advance of paying compensation? ☒ Yes ☐ No
- c** Do you or will you document in writing the date and terms of approved compensation arrangements? ☒ Yes ☐ No



**Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)**

- d** Do you or will you record in writing the decision made by each individual who decided or voted on compensation arrangements? ☒ **Yes** ☐ **No**
- e** Do you or will you approve compensation arrangements based on information about compensation paid by **similarly situated** taxable or tax-exempt organizations for similar services, current compensation surveys compiled by independent firms, or actual written offers from similarly situated organizations? Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. ☒ **Yes** ☐ **No**
- f** Do you or will you record in writing both the information on which you relied to base your decision and its source? ☒ **Yes** ☐ **No**
- g** If you answered "No" to any item on lines 4a through 4f, describe how you set compensation that is **reasonable** for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c.

- 5a** Have you adopted a **conflict of interest policy** consistent with the sample conflict of interest policy in Appendix A to the instructions? If "Yes," provide a copy of the policy and explain how the policy has been adopted, such as by resolution of your governing board. If "No," answer lines 5b and 5c. ☒ **Yes** ☐ **No**
- b** What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you for setting their own compensation?
- c** What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you regarding business deals with themselves?
- Note:** A conflict of interest policy is recommended though it is not required to obtain exemption. Hospitals, see Schedule C, Section I, line 14.

- 6a** Do you or will you compensate any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, or 1c through **non-fixed payments**, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are determined, who is eligible for such arrangements, whether you place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. ☒ **Yes** ☐ **No**

- b** Do you or will you compensate any of your employees, other than your officers, directors, trustees, or your five highest compensated employees who receive or will receive compensation of more than \$50,000 per year, through non-fixed payments, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are or will be determined, who is or will be eligible for such arrangements, whether you place or will place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. ☒ **Yes** ☐ **No**

- 7a** Do you or will you purchase any goods, services, or assets from any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such purchase that you made or intend to make, from whom you make or will make such purchases, how the terms are or will be negotiated at **arm's length**, and explain how you determine or will determine that you pay no more than **fair market value**. Attach copies of any written contracts or other agreements relating to such purchases. ☐ **Yes** ☒ **No**

- b** Do you or will you sell any goods, services, or assets to any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such sales that you made or intend to make, to whom you make or will make such sales, how the terms are or will be negotiated at **arm's length**, and explain how you determine or will determine you are or will be paid at least fair market value. Attach copies of any written contracts or other agreements relating to such sales. ☐ **Yes** ☒ **No**

- 8a** Do you or will you have any leases, contracts, loans, or other agreements with your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," provide the information requested in lines 8b through 8f. ☐ **Yes** ☒ **No**

- b** Describe any written or oral arrangements that you made or intend to make.
- c** Identify with whom you have or will have such arrangements.
- d** Explain how the terms are or will be negotiated at **arm's length**.
- e** Explain how you determine you pay no more than fair market value or you are paid at least fair market value.
- f** Attach copies of any signed leases, contracts, loans, or other agreements relating to such arrangements.

- 9a** Do you or will you have any leases, contracts, loans, or other agreements with any organization in which any of your officers, directors, or trustees are also officers, directors, or trustees, or in which any individual officer, director, or trustee owns more than a 35% interest? If "Yes," provide the information requested in lines 9b through 9f. ☐ **Yes** ☒ **No**

**Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)**

- b Describe any written or oral arrangements you made or intend to make.
- c Identify with whom you have or will have such arrangements.
- d Explain how the terms are or will be negotiated at arm's length.
- e Explain how you determine or will determine you pay no more than fair market value or that you are paid at least fair market value.
- f Attach a copy of any signed leases, contracts, loans, or other agreements relating to such arrangements.

**Part VI Your Members and Other Individuals and Organizations That Receive Benefits From You**

The following "Yes" or "No" questions relate to goods, services, and funds you provide to individuals and organizations as part of your activities. Your answers should pertain to *past, present, and planned* activities. (See instructions.)

- 1a In carrying out your exempt purposes, do you provide goods, services, or funds to individuals? If "Yes," describe each program that provides goods, services, or funds to individuals. ☐ Yes ☒ No
- b In carrying out your exempt purposes, do you provide goods, services, or funds to organizations? If "Yes," describe each program that provides goods, services, or funds to organizations. ☐ Yes ☒ No
- 2 Do any of your programs limit the provision of goods, services, or funds to a specific individual or group of specific individuals? For example, answer "Yes," if goods, services, or funds are provided only for a particular individual, your members, individuals who work for a particular employer, or graduates of a particular school. If "Yes," explain the limitation and how recipients are selected for each program. ☐ Yes ☒ No
- 3 Do any individuals who receive goods, services, or funds through your programs have a family or business relationship with any officer, director, trustee, or with any of your highest compensated employees or highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c? If "Yes," explain how these related individuals are eligible for goods, services, or funds. ☐ Yes ☒ No

**Part VII Your History**

The following "Yes" or "No" questions relate to your history. (See instructions.)

- 1 Are you a **successor** to another organization? Answer "Yes," if you have taken or will take over the activities of another organization; you took over 25% or more of the fair market value of the net assets of another organization; or you were established upon the conversion of an organization from for-profit to non-profit status. If "Yes," complete Schedule G. ☐ Yes ☒ No
- 2 Are you submitting this application more than 27 months after the end of the month in which you were legally formed? If "Yes," complete Schedule E. ☐ Yes ☒ No

**Part VIII Your Specific Activities**

The following "Yes" or "No" questions relate to specific activities that you may conduct. Check the appropriate box. Your answers should pertain to *past, present, and planned* activities. (See instructions.)

- 1 Do you support or oppose candidates in **political campaigns** in any way? If "Yes," explain. ☐ Yes ☒ No
- 2a Do you attempt to **influence legislation**? If "Yes," explain how you attempt to influence legislation and complete line 2b. If "No," go to line 3a. ☐ Yes ☒ No
- b Have you made or are you making an **election** to have your legislative activities measured by expenditures by filing Form 5768? If "Yes," attach a copy of the Form 5768 that was already filed or attach a completed Form 5768 that you are filing with this application. If "No," describe whether your attempts to influence legislation are a substantial part of your activities. Include the time and money spent on your attempts to influence legislation as compared to your total activities. ☒ Yes ☐ No
- 3a Do you or will you operate bingo or **gaming** activities? If "Yes," describe who conducts them, and list all revenue received or expected to be received and expenses paid or expected to be paid in operating these activities. **Revenue and expenses** should be provided for the time periods specified in Part IX, Financial Data. ☐ Yes ☒ No
- b Do you or will you enter into contracts or other agreements with individuals or organizations to conduct bingo or gaming for you? If "Yes," describe any written or oral arrangements that you made or intend to make, identify with whom you have or will have such arrangements, explain how the terms are or will be negotiated at arm's length, and explain how you determine or will determine you pay no more than fair market value or you will be paid at least fair market value. Attach copies or any written contracts or other agreements relating to such arrangements. ☐ Yes ☒ No
- c List the states and local jurisdictions, including Indian Reservations, in which you conduct or will conduct gaming or bingo.

**Part VIII Your Specific Activities (Continued)**

**4a** Do you or will you undertake **fundraising**? If "Yes," check all the fundraising programs you do or will conduct. (See instructions.) ☒ **Yes** ☐ **No**

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> mail solicitations              | <input type="checkbox"/> phone solicitations  |
| <input checked="" type="checkbox"/> email solicitations             | <input checked="" type="checkbox"/> accept donations on your website                      |
| <input checked="" type="checkbox"/> personal solicitations          | <input checked="" type="checkbox"/> receive donations from another organization's website |
| <input type="checkbox"/> vehicle, boat, plane, or similar donations | <input checked="" type="checkbox"/> government grant solicitations                        |
| <input checked="" type="checkbox"/> foundation grant solicitations  | <input type="checkbox"/> Other  |

Attach a description of each fundraising program.

**b** Do you or will you have written or oral contracts with any individuals or organizations to raise funds for you? If "Yes," describe these activities. Include all revenue and expenses from these activities and state who conducts them. Revenue and expenses should be provided for the time periods specified in Part IX, Financial Data. Also, attach a copy of any contracts or agreements. ☐ **Yes** ☒ **No**

**c** Do you or will you engage in fundraising activities for other organizations? If "Yes," describe these arrangements. Include a description of the organizations for which you raise funds and attach copies of all contracts or agreements. ☐ **Yes** ☒ **No**

**d** List all states and local jurisdictions in which you conduct fundraising. For each state or local jurisdiction listed, specify whether you fundraise for your own organization, you fundraise for another organization, or another organization fundraises for you.

**e** Do you or will you maintain separate accounts for any contributor under which the contributor has the right to advise on the use or distribution of funds? Answer "Yes" if the donor may provide advice on the types of investments, distributions from the types of investments, or the distribution from the donor's contribution account. If "Yes," describe this program, including the type of advice that may be provided and submit copies of any written materials provided to donors. ☐ **Yes** ☒ **No**

**5** Are you **affiliated** with a governmental unit? If "Yes," explain. ☐ **Yes** ☒ **No**

**6a** Do you or will you engage in **economic development**? If "Yes," describe your program. ☐ **Yes** ☒ **No**

**b** Describe in full who benefits from your economic development activities and how the activities promote exempt purposes.

**7a** Do or will persons other than your employees or volunteers **develop** your facilities? If "Yes," describe each facility, the role of the developer, and any business or family relationship(s) between the developer and your officers, directors, or trustees. ☐ **Yes** ☒ **No**

**b** Do or will persons other than your employees or volunteers **manage** your activities or facilities? If "Yes," describe each activity and facility, the role of the manager, and any business or family relationship(s) between the manager and your officers, directors, or trustees. ☐ **Yes** ☒ **No**

**c** If there is a business or family relationship between any manager or developer and your officers, directors, or trustees, identify the individuals, explain the relationship, describe how contracts are negotiated at arm's length so that you pay no more than fair market value, and submit a copy of any contracts or other agreements.

**8** Do you or will you enter into **joint ventures**, including partnerships or **limited liability companies** treated as partnerships, in which you share profits and losses with partners other than section 501(c)(3) organizations? If "Yes," describe the activities of these joint ventures in which you participate. ☐ **Yes** ☒ **No**

**9a** Are you applying for exemption as a childcare organization under section 501(k)? If "Yes," answer lines 9b through 9d. If "No," go to line 10. ☐ **Yes** ☒ **No**

**b** Do you provide child care so that parents or caretakers of children you care for can be **gainfully employed** (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k). ☐ **Yes** ☐ **No**

**c** Of the children for whom you provide child care, are 85% or more of them cared for by you to enable their parents or caretakers to be gainfully employed (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k). ☐ **Yes** ☐ **No**

**d** Are your services available to the general public? If "No," describe the specific group of people for whom your activities are available. Also, see the instructions and explain how you qualify as a childcare organization described in section 501(k). ☐ **Yes** ☐ **No**

**10** Do you or will you publish, own, or have rights in music, literature, tapes, artworks, choreography, scientific discoveries, or other **intellectual property**? If "Yes," explain. Describe who owns or will own any copyrights, patents, or trademarks, whether fees are or will be charged, how the fees are determined, and how any items are or will be produced, distributed, and marketed. ☒ **Yes** ☐ **No**

**Part VIII Your Specific Activities (Continued)**

- 11** Do you or will you accept contributions of: real property; conservation easements; closely held securities; intellectual property such as patents, trademarks, and copyrights; works of music or art; licenses; royalties; automobiles, boats, planes, or other vehicles; or collectibles of any type? If "Yes," describe each type of contribution, any conditions imposed by the donor on the contribution, and any agreements with the donor regarding the contribution. ☒ **Yes** ☐ **No**
- 
- 12a** Do you or will you operate in a **foreign country or countries**? If "Yes," answer lines 12b through 12d. If "No," go to line 13a. ☐ **Yes** ☒ **No**
- b** Name the foreign countries and regions within the countries in which you operate.
- c** Describe your operations in each country and region in which you operate.
- d** Describe how your operations in each country and region further your exempt purposes.
- 
- 13a** Do you or will you make grants, loans, or other distributions to organization(s)? If "Yes," answer lines 13b through 13g. If "No," go to line 14a. ☐ **Yes** ☒ **No**
- b** Describe how your grants, loans, or other distributions to organizations further your exempt purposes.
- c** Do you have written contracts with each of these organizations? If "Yes," attach a copy of each contract. ☐ **Yes** ☐ **No**
- d** Identify each recipient organization and any **relationship** between you and the recipient organization.
- e** Describe the records you keep with respect to the grants, loans, or other distributions you make.
- f** Describe your selection process, including whether you do any of the following:
- (i) Do you require an application form? If "Yes," attach a copy of the form. ☐ **Yes** ☐ **No**
- (ii) Do you require a grant proposal? If "Yes," describe whether the grant proposal specifies your responsibilities and those of the grantee, obligates the grantee to use the grant funds only for the purposes for which the grant was made, provides for periodic written reports concerning the use of grant funds, requires a final written report and an accounting of how grant funds were used, and acknowledges your authority to withhold and/or recover grant funds in case such funds are, or appear to be, misused. ☐ **Yes** ☐ **No**
- g** Describe your procedures for oversight of distributions that assure you the resources are used to further your exempt purposes, including whether you require periodic and final reports on the use of resources.
- 
- 14a** Do you or will you make grants, loans, or other distributions to foreign organizations? If "Yes," answer lines 14b through 14f. If "No," go to line 15. ☐ **Yes** ☒ **No**
- b** Provide the name of each foreign organization, the country and regions within a country in which each foreign organization operates, and describe any relationship you have with each foreign organization.
- c** Does any foreign organization listed in line 14b accept contributions earmarked for a specific country or specific organization? If "Yes," list all earmarked organizations or countries. ☐ **Yes** ☐ **No**
- d** Do your contributors know that you have ultimate authority to use contributions made to you at your discretion for purposes consistent with your exempt purposes? If "Yes," describe how you relay this information to contributors. ☐ **Yes** ☐ **No**
- e** Do you or will you make pre-grant inquiries about the recipient organization? If "Yes," describe these inquiries, including whether you inquire about the recipient's financial status, its tax-exempt status under the Internal Revenue Code, its ability to accomplish the purpose for which the resources are provided, and other relevant information. ☐ **Yes** ☐ **No**
- f** Do you or will you use any additional procedures to ensure that your distributions to foreign organizations are used in furtherance of your exempt purposes? If "Yes," describe these procedures, including site visits by your employees or compliance checks by impartial experts, to verify that grant funds are being used appropriately. ☐ **Yes** ☐ **No**

**Part VIII Your Specific Activities (Continued)**

- 15 Do you have a **close connection** with any organizations? If "Yes," explain. ☐ Yes ☒ No
- 16 Are you applying for exemption as a **cooperative hospital service organization** under section 501(e)? If "Yes," explain. ☐ Yes ☒ No
- 17 Are you applying for exemption as a **cooperative service organization of operating educational organizations** under section 501(f)? If "Yes," explain. ☐ Yes ☒ No
- 18 Are you applying for exemption as a **charitable risk pool** under section 501(n)? If "Yes," explain. ☐ Yes ☒ No
- 19 Do you or will you operate a **school**? If "Yes," complete Schedule B. Answer "Yes," whether you operate a school as your main function or as a secondary activity. ☒ Yes ☐ No
- 20 Is your main function to provide **hospital or medical care**? If "Yes," complete Schedule C. ☐ Yes ☒ No
- 21 Do you or will you provide **low-income housing** or housing for the **elderly or handicapped**? If "Yes," complete Schedule F. ☐ Yes ☒ No
- 22 Do you or will you provide scholarships, fellowships, educational loans, or other educational grants to individuals, including grants for travel, study, or other similar purposes? If "Yes," complete Schedule H. ☐ Yes ☒ No

**Note:** Private foundations may use Schedule H to request advance approval of individual grant procedures.

**Part IX Financial Data**

For purposes of this schedule, years in existence refer to completed tax years. If in existence 4 or more years, complete the schedule for the most recent 4 tax years. If in existence more than 1 year but less than 4 years, complete the statements for each year in existence and provide projections of your likely revenues and expenses based on a reasonable and good faith estimate of your future finances for a total of 3 years of financial information. If in existence less than 1 year, provide projections of your likely revenues and expenses for the current year and the 2 following years, based on a reasonable and good faith estimate of your future finances for a total of 3 years of financial information. (See instructions.)

**A. Statement of Revenues and Expenses**

A. Statement of Revenues and Expenses							
	Type of revenue or expense	Current tax year	3 prior tax years or 2 succeeding tax years				(e) Provide Total for (a) through (d)
		(a) From 2009 To 2010	(b) From 2010 To 2011	(c) From 2011 To 2012	(d) From 2012 To 2013		
Revenues	1 Gifts, grants, and contributions received (do not include unusual grants)						
	2 Membership fees received	0	0	0	0	0	
	3 Gross investment income	0	0	0	0	0	
	4 Net unrelated business income	0	0	0	0	0	
	5 Taxes levied for your benefit	0	0	0	0	0	
	6 Value of services or facilities furnished by a governmental unit without charge (not including the value of services generally furnished to the public without charge)	0	0	0	0	0	
	7 Any revenue not otherwise listed above or in lines 9–12 below (attach an itemized list)	2,353,503	2,544,713	2,994,137	3,367,890	11,260,242	
	8 Total of lines 1 through 7	2,353,503	2,544,713	2,994,137	3,367,890	11,260,242	
	9 Gross receipts from admissions, merchandise sold or services performed, or furnishing of facilities in any activity that is related to your exempt purposes (attach itemized list)						
	10 Total of lines 8 and 9	2,353,503	2,544,713	2,994,137	3,367,890	11,260,242	
Expenses	11 Net gain or loss on sale of capital assets (attach schedule and see instructions)						
	12 Unusual grants	400,000	150,000	150,000	0	700,000	
	13 Total Revenue Add lines 10 through 12	2,753,503	2,694,713	3,144,137	3,367,890	11,960,243	
	14 Fundraising expenses						
	15 Contributions, gifts, grants, and similar amounts paid out (attach an itemized list)						
	16 Disbursements to or for the benefit of members (attach an itemized list)						
	17 Compensation of officers, directors, and trustees						
	18 Other salaries and wages	951,500	1,011,375	1,451,843	1,806,514		
	19 Interest expense						
	20 Occupancy (rent, utilities, etc.)	591,675	484,065	485,490	486,951		
	21 Depreciation and depletion						
	22 Professional fees						
	23 Any expense not otherwise classified, such as program services (attach itemized list)	749,250	1,097,059	1,070,547	1,010,966		
	24 Total Expenses Add lines 14 through 23	2,292,425	2,592,499	3,007,880	3,304,431		

**Part IX Financial Data (Continued)****B. Balance Sheet (for your most recently completed tax year)**

		Year End: NA
		(Whole dollars)
<b>Assets</b>		
1	Cash . . . . .	1
2	Accounts receivable, net . . . . .	2
3	Inventories . . . . .	3
4	Bonds and notes receivable (attach an itemized list) . . . . .	4
5	Corporate stocks (attach an itemized list) . . . . .	5
6	Loans receivable (attach an itemized list) . . . . .	6
7	Other investments (attach an itemized list) . . . . .	7
8	Depreciable and depletable assets (attach an itemized list) . . . . .	8
9	Land . . . . .	9
10	Other assets (attach an itemized list) . . . . .	10
11	Total Assets (add lines 1 through 10) . . . . .	11
<b>Liabilities</b>		
12	Accounts payable . . . . .	12
13	Contributions, gifts, grants, etc. payable . . . . .	13
14	Mortgages and notes payable (attach an itemized list) . . . . .	14
15	Other liabilities (attach an itemized list) . . . . .	15
16	Total Liabilities (add lines 12 through 15) . . . . .	16
<b>Fund Balances or Net Assets</b>		
17	Total fund balances or net assets . . . . .	17
18	Total Liabilities and Fund Balances or Net Assets (add lines 16 and 17) . . . . .	18
19	Have there been any substantial changes in your assets or liabilities since the end of the period shown above? If "Yes," explain. <input type="checkbox"/> Yes <input type="checkbox"/> No	

**Part X Public Charity Status**

Part X is designed to classify you as an organization that is either a **private foundation** or a **public charity**. Public charity status is a more favorable tax status than private foundation status. If you are a private foundation, Part X is designed to further determine whether you are a **private operating foundation**. (See instructions.)

- 1a** Are you a private foundation? If "Yes," go to line 1b. If "No," go to line 5 and proceed as instructed. ☐ Yes ☒ No  
If you are unsure, see the instructions.
- b** As a private foundation, section 508(e) requires special provisions in your organizing document in addition to those that apply to all organizations described in section 501(c)(3). Check the box to confirm that your organizing document meets this requirement, whether by express provision or by reliance on operation of state law. Attach a statement that describes specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document or by operation of state law. See the instructions, including Appendix B, for information about the special provisions that need to be contained in your organizing document. Go to line 2. ☐
- 2** Are you a private operating foundation? To be a private operating foundation you must engage directly in the active conduct of charitable, religious, educational, and similar activities, as opposed to indirectly carrying out these activities by providing grants to individuals or other organizations. If "Yes," go to line 3. If "No," go to the signature section of Part XI. ☐ Yes ☐ No
- 3** Have you existed for one or more years? If "Yes," attach financial information showing that you are a private operating foundation; go to the signature section of Part XI. If "No," continue to line 4. ☐ Yes ☐ No
- 4** Have you attached either (1) an affidavit or opinion of counsel, (including a written affidavit or opinion from a certified public accountant or accounting firm with expertise regarding this tax law matter), that sets forth facts concerning your operations and support to demonstrate that you are likely to satisfy the requirements to be classified as a private operating foundation; or (2) a statement describing your proposed operations as a private operating foundation? ☐ Yes ☐ No
- 5** If you answered "No" to line 1a, indicate the type of public charity status you are requesting by checking one of the choices below. You may check only one box.
- The organization is not a private foundation because it is:
- a** 509(a)(1) and 170(b)(1)(A)(i)—a church or a convention or association of churches. Complete and attach Schedule A. ☐
- b** 509(a)(1) and 170(b)(1)(A)(ii)—a **school**. Complete and attach Schedule B. ☒
- c** 509(a)(1) and 170(b)(1)(A)(iii)—a **hospital**, a cooperative hospital service organization, or a medical research organization operated in conjunction with a hospital. Complete and attach Schedule C. ☐
- d** 509(a)(3)—an organization supporting either one or more organizations described in line 5a through c, f, g, or h or a publicly supported section 501(c)(4), (5), or (6) organization. Complete and attach Schedule D. ☐

**Part X Public Charity Status (Continued)**

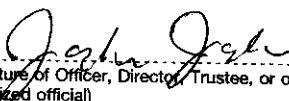
- e 509(a)(4)—an organization organized and operated exclusively for testing for public safety. ☐
- f 509(a)(1) and 170(b)(1)(A)(iv)—an organization operated for the benefit of a college or university that is owned or operated by a governmental unit. ☐
- g 509(a)(1) and 170(b)(1)(A)(vi)—an organization that receives a substantial part of its financial support in the form of contributions from publicly supported organizations, from a governmental unit, or from the general public. ☐
- h 509(a)(2)—an organization that normally receives not more than one-third of its financial support from gross **investment income** and receives more than one-third of its financial support from contributions, membership fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions). ☐
- i A publicly supported organization, but unsure if it is described in 5g or 5h. The organization would like the IRS to decide the correct status. ☐

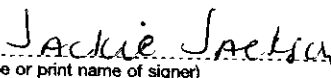
**6** If you checked box g, h, or i in question 5 above, you must request either an **advance** or a **definitive ruling** by selecting one of the boxes below. Refer to the instructions to determine which type of ruling you are eligible to receive.

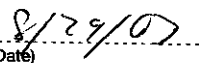
- a Request for Advance Ruling:** By checking this box and signing the consent, pursuant to section 6501(c)(4) of the Code you request an advance ruling and agree to extend the statute of limitations on the assessment of excise tax under section 4940 of the Code. The tax will apply only if you do not establish public support status at the end of the 5-year advance ruling period. The assessment period will be extended for the 5 advance ruling years to 8 years, 4 months, and 15 days beyond the end of the first year. You have the right to refuse or limit the extension to a mutually agreed-upon period of time or issue(s). Publication 1035, *Extending the Tax Assessment Period*, provides a more detailed explanation of your rights and the consequences of the choices you make. You may obtain Publication 1035 free of charge from the IRS web site at [www.irs.gov](http://www.irs.gov) or by calling toll-free 1-800-829-3676. Signing this consent will not deprive you of any appeal rights to which you would otherwise be entitled. If you decide not to extend the statute of limitations, you are not eligible for an advance ruling. ☐

**Consent Fixing Period of Limitations Upon Assessment of Tax Under Section 4940 of the Internal Revenue Code**

For Organization

  
(Signature of Officer, Director, Trustee, or other authorized official)

  
(Type or print name of signer)

  
(Date)

\_\_\_\_\_  
(Type or print title or authority of signer)

For IRS Use Only

IRS Director, Exempt Organizations

(Date)

- b Request for Definitive Ruling:** Check this box if you have completed one tax year of at least 8 full months and you are requesting a definitive ruling. To confirm your public support status, answer line 6b(i) if you checked box g in line 5 above. Answer line 6b(ii) if you checked box h in line 5 above. If you checked box i in line 5 above, answer both lines 6b(i) and (ii). ☐

(i) **(a)** Enter 2% of line 8, column (e) on Part IX-A. Statement of Revenues and Expenses. \_\_\_\_\_ ☐

**(b)** Attach a list showing the name and amount contributed by each person, company, or organization whose gifts totaled more than the 2% amount. If the answer is "None," check this box. ☐

(ii) **(a)** For each year amounts are included on lines 1, 2, and 9 of Part IX-A. Statement of Revenues and Expenses, attach a list showing the name of and amount received from each **disqualified person**. If the answer is "None," check this box. ☐

**(b)** For each year amounts are included on line 9 of Part IX-A. Statement of Revenues and Expenses, attach a list showing the name of and amount received from each payer, other than a disqualified person, whose payments were more than the larger of (1) 1% of line 10, Part IX-A. Statement of Revenues and Expenses, or (2) \$5,000. If the answer is "None," check this box. ☐

- 7** Did you receive any unusual grants during any of the years shown on Part IX-A. Statement of Revenues and Expenses? If "Yes," attach a list including the name of the contributor, the date and amount of the grant, a brief description of the grant, and explain why it is unusual. ☒ **Yes** ☐ **No**




**Part XI User Fee Information**

You must include a user fee payment with this application. It will not be processed without your paid user fee. If your average annual gross receipts have exceeded or will exceed \$10,000 annually over a 4-year period, you must submit payment of \$750. If your gross receipts have not exceeded or will not exceed \$10,000 annually over a 4-year period, the required user fee payment is \$300. See instructions for Part XI, for a definition of **gross receipts** over a 4-year period. Your check or money order must be made payable to the United States Treasury. *User fees are subject to change. Check our website at [www.irs.gov](http://www.irs.gov) and type "User Fee" in the keyword box, or call Customer Account Services at 1-877-829-5500 for current information.*

- 1 Have your annual gross receipts averaged or are they expected to average not more than \$10,000? ☐ Yes ☒ No  
If "Yes," check the box on line 2 and enclose a user fee payment of \$300 (Subject to change—see above).  
If "No," check the box on line 3 and enclose a user fee payment of \$750 (Subject to change—see above).
- 2 Check the box if you have enclosed the reduced user fee payment of \$300 (Subject to change). ☐
- 3 Check the box if you have enclosed the user fee payment of \$750 (Subject to change). ☒

I declare under the penalties of perjury that I am authorized to sign this application on behalf of the above organization and that I have examined this application, including the accompanying schedules and attachments, and to the best of my knowledge it is true, correct, and complete.

Please  
Sign  
Here

  
(Signature of Officer, Director, Trustee, or other  
authorized official)

Jackie Jackson

(Type or print name of signer)

08/29/07

(Date)

Trustee

(Type or print title or authority of signer)

**Reminder:** Send the completed Form 1023 Checklist with your filled-in-application.

Form 1023 (Rev. 6-2006)

**Schedule A. Churches**

<b>1a</b>	Do you have a written creed, statement of faith, or summary of beliefs? If "Yes," attach copies of relevant documents.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>b</b>	Do you have a form of worship? If "Yes," describe your form of worship.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>2a</b>	Do you have a formal code of doctrine and discipline? If "Yes," describe your code of doctrine and discipline.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>b</b>	Do you have a distinct religious history? If "Yes," describe your religious history.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>c</b>	Do you have a literature of your own? If "Yes," describe your literature.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>3</b>	Describe the organization's religious hierarchy or ecclesiastical government.		
<b>4a</b>	Do you have regularly scheduled religious services? If "Yes," describe the nature of the services and provide representative copies of relevant literature such as church bulletins.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>b</b>	What is the average attendance at your regularly scheduled religious services?		
<b>5a</b>	Do you have an established place of worship? If "Yes," refer to the instructions for the information required.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>b</b>	Do you own the property where you have an established place of worship?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>6</b>	Do you have an established congregation or other regular membership group? If "No," refer to the instructions.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>7</b>	How many members do you have?		
<b>8a</b>	Do you have a process by which an individual becomes a member? If "Yes," describe the process and complete lines 8b-8d, below.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>b</b>	If you have members, do your members have voting rights, rights to participate in religious functions, or other rights? If "Yes," describe the rights your members have.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>c</b>	May your members be associated with another denomination or church?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>d</b>	Are all of your members part of the same family?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>9</b>	Do you conduct baptisms, weddings, funerals, etc.?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>10</b>	Do you have a school for the religious instruction of the young?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>11a</b>	Do you have a minister or religious leader? If "Yes," describe this person's role and explain whether the minister or religious leader was ordained, commissioned, or licensed after a prescribed course of study.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>b</b>	Do you have schools for the preparation of your ordained ministers or religious leaders?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>12</b>	Is your minister or religious leader also one of your officers, directors, or trustees?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>13</b>	Do you ordain, commission, or license ministers or religious leaders? If "Yes," describe the requirements for ordination, commission, or licensure.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>14</b>	Are you part of a group of churches with similar beliefs and structures? If "Yes," explain. Include the name of the group of churches.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>15</b>	Do you issue church charters? If "Yes," describe the requirements for issuing a charter.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>16</b>	Did you pay a fee for a church charter? If "Yes," attach a copy of the charter.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>17</b>	Do you have other information you believe should be considered regarding your status as a church? If "Yes," explain.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

**Schedule B. Schools, Colleges, and Universities**

If you operate a school as an activity, complete Schedule B

**Section I Operational Information**

- 1a** Do you normally have a regularly scheduled curriculum, a regular faculty of qualified teachers, a regularly enrolled student body, and facilities where your educational activities are regularly carried on? If "No," do not complete the remainder of Schedule B. ☒ Yes ☐ No
- b** Is the primary function of your school the presentation of formal instruction? If "Yes," describe your school in terms of whether it is an elementary, secondary, college, technical, or other type of school. If "No," do not complete the remainder of Schedule B. ☒ Yes ☐ No
- 2a** Are you a public school because you are operated by a state or subdivision of a state? If "Yes," explain how you are operated by a state or subdivision of a state. Do not complete the remainder of Schedule B. ☐ Yes ☒ No
- b** Are you a public school because you are operated wholly or predominantly from government funds or property? If "Yes," explain how you are operated wholly or predominantly from government funds or property. Submit a copy of your funding agreement regarding government funding. Do not complete the remainder of Schedule B. ☒ Yes ☐ No
- 3** In what public school district, county, and state are you located?
- 4** Were you formed or substantially expanded at the time of public school desegregation in the above school district or county? ☐ Yes ☐ No
- 5** Has a state or federal administrative agency or judicial body ever determined that you are racially discriminatory? If "Yes," explain. ☐ Yes ☐ No
- 6** Has your right to receive financial aid or assistance from a governmental agency ever been revoked or suspended? If "Yes," explain. ☐ Yes ☐ No
- 7** Do you or will you contract with another organization to develop, build, market, or finance your facilities? If "Yes," explain how that entity is selected, explain how the terms of any contracts or other agreements are negotiated at arm's length, and explain how you determine that you will pay no more than fair market value for services. ☐ Yes ☐ No

**Note.** Make sure your answer is consistent with the information provided in Part VIII, line 7a.

- 8** Do you or will you manage your activities or facilities through your own employees or volunteers? If "No," attach a statement describing the activities that will be managed by others, the names of the persons or organizations that manage or will manage your activities or facilities, and how these managers were or will be selected. Also, submit copies of any contracts, proposed contracts, or other agreements regarding the provision of management services for your activities or facilities. Explain how the terms of any contracts or other agreements were or will be negotiated, and explain how you determine you will pay no more than fair market value for services. ☐ Yes ☐ No

**Note.** Answer "Yes" if you manage or intend to manage your programs through your own employees or by using volunteers. Answer "No" if you engage or intend to engage a separate organization or independent contractor. Make sure your answer is consistent with the information provided in Part VIII, line 7b.**Section II Establishment of Racially Nondiscriminatory Policy**

Information required by Revenue Procedure 75-50.

- 1** Have you adopted a racially nondiscriminatory policy as to students in your organizing document, bylaws, or by resolution of your governing body? If "Yes," state where the policy can be found or supply a copy of the policy. If "No," you must adopt a nondiscriminatory policy as to students before submitting this application. See Publication 557. ☒ Yes ☐ No
- 2** Do your brochures, application forms, advertisements, and catalogues dealing with student admissions, programs, and scholarships contain a statement of your racially nondiscriminatory policy? ☐ Yes ☒ No
- a** If "Yes," attach a representative sample of each document.
- b** If "No," by checking the box to the right you agree that all future printed materials, including website content, will contain the required nondiscriminatory policy statement. ☒
- 3** Have you published a notice of your nondiscriminatory policy in a newspaper of general circulation that serves all racial segments of the community? (See the instructions for specific requirements.) If "No," explain. ☐ Yes ☒ No
- 4** Does or will the organization (or any department or division within it) discriminate in any way on the basis of race with respect to admissions; use of facilities or exercise of student privileges; faculty or administrative staff; or scholarship or loan programs? If "Yes," for any of the above, explain fully. ☐ Yes ☒ No

**Schedule B. Schools, Colleges, and Universities (Continued)**

- 5** Complete the table below to show the racial composition for the current academic year and projected for the next academic year, of: (a) the student body, (b) the faculty, and (c) the administrative staff. Provide actual numbers rather than percentages for each racial category.

If you are not operational, submit an estimate based on the best information available (such as the racial composition of the community served).

Racial Category	(a) Student Body		(b) Faculty		(c) Administrative Staff	
	Current Year	Next Year	Current Year	Next Year	Current Year	Next Year
African Amer.		198		5		1
Hispanic		36		2		
Caucasian		108		11		1
Other		18		1		
<b>Total</b>		360		25		2

- 6** In the table below, provide the number and amount of loans and scholarships awarded to students enrolled by racial categories.

Racial Category	Number of Loans		Amount of Loans		Number of Scholarships		Amount of Scholarships	
	Current Year	Next Year	Current Year	Next Year	Current Year	Next Year	Current Year	Next Year
NA								
<b>Total</b>	0	0	0	0	0	0	0	0

- 7a** Attach a list of your incorporators, founders, board members, and donors of land or buildings, whether individuals or organizations.

- b** Do any of these individuals or organizations have an objective to maintain segregated public or private school education? If "Yes," explain. ☐ Yes ☒ No

- 8** Will you maintain records according to the non-discrimination provisions contained in Revenue Procedure 75-50? If "No," explain. (See instructions.) ☐ Yes ☐ No

**Schedule C. Hospitals and Medical Research Organizations**

Check the box if you are a **hospital**. See the instructions for a definition of the term "hospital," which includes an organization whose principal purpose or function is providing **hospital or medical care**. Complete Section I below. ☐

Check the box if you are a **medical research organization** operated in conjunction with a hospital. See the instructions for a definition of the term "medical research organization," which refers to an organization whose principal purpose or function is medical research and which is directly engaged in the continuous active conduct of medical research in conjunction with a hospital. Complete Section II. ☐

**Section I Hospitals**

- 1a** Are all the doctors in the community eligible for staff privileges? If "No," give the reasons why and explain how the medical staff is selected. ☐ **Yes** ☐ **No**
- 2a** Do you or will you provide medical services to all individuals in your community who can pay for themselves or have private health insurance? If "No," explain. ☐ **Yes** ☐ **No**
- b** Do you or will you provide medical services to all individuals in your community who participate in Medicare? If "No," explain. ☐ **Yes** ☐ **No**
- c** Do you or will you provide medical services to all individuals in your community who participate in Medicaid? If "No," explain. ☐ **Yes** ☐ **No**
- 3a** Do you or will you require persons covered by Medicare or Medicaid to pay a deposit before receiving services? If "Yes," explain. ☐ **Yes** ☐ **No**
- b** Does the same deposit requirement, if any, apply to all other patients? If "No," explain. ☐ **Yes** ☐ **No**
- 4a** Do you or will you maintain a full-time emergency room? If "No," explain why you do not maintain a full-time emergency room. Also, describe any emergency services that you provide. ☐ **Yes** ☐ **No**
- b** Do you have a policy on providing emergency services to persons without apparent means to pay? If "Yes," provide a copy of the policy. ☐ **Yes** ☐ **No**
- c** Do you have any arrangements with police, fire, and voluntary ambulance services for the delivery or admission of emergency cases? If "Yes," describe the arrangements, including whether they are written or oral agreements. If written, submit copies of all such agreements. ☐ **Yes** ☐ **No**
- 5a** Do you provide for a portion of your services and facilities to be used for charity patients? If "Yes," answer 5b through 5e. ☐ **Yes** ☐ **No**
- b** Explain your policy regarding charity cases, including how you distinguish between charity care and bad debts. Submit a copy of your written policy.
- c** Provide data on your past experience in admitting charity patients, including amounts you expend for treating charity care patients and types of services you provide to charity care patients.
- d** Describe any arrangements you have with federal, state, or local governments or government agencies for paying for the cost of treating charity care patients. Submit copies of any written agreements.
- e** Do you provide services on a sliding fee schedule depending on financial ability to pay? If "Yes," submit your sliding fee schedule. ☐ **Yes** ☐ **No**
- 6a** Do you or will you carry on a formal program of medical training or medical research? If "Yes," describe such programs, including the type of programs offered, the scope of such programs, and affiliations with other hospitals or medical care providers with which you carry on the medical training or research programs. ☐ **Yes** ☐ **No**
- b** Do you or will you carry on a formal program of community education? If "Yes," describe such programs, including the type of programs offered, the scope of such programs, and affiliation with other hospitals or medical care providers with which you offer community education programs. ☐ **Yes** ☐ **No**
- 7** Do you or will you provide office space to physicians carrying on their own medical practices? If "Yes," describe the criteria for who may use the space, explain the means used to determine that you are paid at least fair market value, and submit representative lease agreements. ☐ **Yes** ☐ **No**
- 8** Is your board of directors comprised of a majority of individuals who are representative of the community you serve? Include a list of each board member's name and business, financial, or professional relationship with the hospital. Also, identify each board member who is representative of the community and describe how that individual is a community representative. ☐ **Yes** ☐ **No**
- 9** Do you participate in any joint ventures? If "Yes," state your ownership percentage in each joint venture, list your investment in each joint venture, describe the tax status of other participants in each joint venture (including whether they are section 501(c)(3) organizations), describe the activities of each joint venture, describe how you exercise control over the activities of each joint venture, and describe how each joint venture furthers your exempt purposes. Also, submit copies of all agreements. ☐ **Yes** ☐ **No**

**Note.** Make sure your answer is consistent with the information provided in Part VIII, line 8.

**Schedule C. Hospitals and Medical Research Organizations (Continued)****Section I Hospitals (Continued)**

- 10** Do you or will you manage your activities or facilities through your own employees or volunteers? If "No," attach a statement describing the activities that will be managed by others, the names of the persons or organizations that manage or will manage your activities or facilities, and how these managers were or will be selected. Also, submit copies of any contracts, proposed contracts, or other agreements regarding the provision of management services for your activities or facilities. Explain how the terms of any contracts or other agreements were or will be negotiated, and explain how you determine you will pay no more than fair market value for services.  
**Note.** Answer "Yes" if you do manage or intend to manage your programs through your own employees or by using volunteers. Answer "No" if you engage or intend to engage a separate organization or independent contractor. Make sure your answer is consistent with the information provided in Part VIII, line 7b. ☐ **Yes** ☐ **No**
- 11** Do you or will you offer recruitment incentives to physicians? If "Yes," describe your recruitment incentives and attach copies of all written recruitment incentive policies. ☐ **Yes** ☐ **No**
- 12** Do you or will you lease equipment, assets, or office space from physicians who have a financial or professional relationship with you? If "Yes," explain how you establish a fair market value for the lease. ☐ **Yes** ☐ **No**
- 13** Have you purchased medical practices, ambulatory surgery centers, or other business assets from physicians or other persons with whom you have a business relationship, aside from the purchase? If "Yes," submit a copy of each purchase and sales contract and describe how you arrived at fair market value, including copies of appraisals. ☐ **Yes** ☐ **No**
- 14** Have you adopted a **conflict of interest policy** consistent with the sample health care organization conflict of interest policy in Appendix A of the instructions? If "Yes," submit a copy of the policy and explain how the policy has been adopted, such as by resolution of your governing board. If "No," explain how you will avoid any conflicts of interest in your business dealings. ☐ **Yes** ☐ **No**

**Section II Medical Research Organizations**

- 1** Name the hospitals with which you have a relationship and describe the relationship. Attach copies of written agreements with each hospital that demonstrate continuing relationships between you and the hospital(s).
- 2** Attach a schedule describing your present and proposed activities for the direct conduct of medical research; describe the nature of the activities, and the amount of money that has been or will be spent in carrying them out.
- 3** Attach a schedule of assets showing their fair market value and the portion of your assets directly devoted to medical research.

**Schedule D. Section 509(a)(3) Supporting Organizations****Section I Identifying Information About the Supported Organization(s)**

- 1 State the names, addresses, and EINs of the supported organizations. If additional space is needed, attach a separate sheet.

Name	Address	EIN
		-
		-

- 2 Are all supported organizations listed in line 1 public charities under section 509(a)(1) or (2)? If "Yes," go to Section II. If "No," go to line 3. ☒ Yes ☐ No

- 3 Do the supported organizations have tax-exempt status under section 501(c)(4), 501(c)(5), or 501(c)(6)? ☐ Yes ☒ No

If "Yes," for each 501(c)(4), (5), or (6) organization supported, provide the following financial information:

- Part IX-A. Statement of Revenues and Expenses, lines 1-13 and
- Part X, lines 6b(ii)(a), 6b(ii)(b), and 7.

If "No," attach a statement describing how each organization you support is a public charity under section 509(a)(1) or (2).

**Section II Relationship with Supported Organization(s)—Three Tests**

To be classified as a supporting organization, an organization must meet one of three relationship tests:

- Test 1: "Operated, supervised, or controlled by" one or more publicly supported organizations, or  
 Test 2: "Supervised or controlled in connection with" one or more publicly supported organizations, or  
 Test 3: "Operated in connection with" one or more publicly supported organizations.

- 1 Information to establish the "operated, supervised, or controlled by" relationship (Test 1)  
 Is a majority of your governing board or officers elected or appointed by the supported organization(s)? If "Yes," describe the process by which your governing board is appointed and elected; go to Section III. If "No," continue to line 2. ☐ Yes ☒ No
- 2 Information to establish the "supervised or controlled in connection with" relationship (Test 2)  
 Does a majority of your governing board consist of individuals who also serve on the governing board of the supported organization(s)? If "Yes," describe the process by which your governing board is appointed and elected; go to Section III. If "No," go to line 3. ☒ Yes ☐ No
- 3 Information to establish the "operated in connection with" responsiveness test (Test 3)  
 Are you a trust from which the named supported organization(s) can enforce and compel an accounting under state law? If "Yes," explain whether you advised the supported organization(s) in writing of these rights and provide a copy of the written communication documenting this; go to Section II, line 5. If "No," go to line 4a. ☐ Yes ☒ No
- 4 Information to establish the alternative "operated in connection with" responsiveness test (Test 3)
- a Do the officers, directors, trustees, or members of the supported organization(s) elect or appoint one or more of your officers, directors, or trustees? If "Yes," explain and provide documentation; go to line 4d, below. If "No," go to line 4b. ☐ Yes ☒ No
- b Do one or more members of the governing body of the supported organization(s) also serve as your officers, directors, or trustees or hold other important offices with respect to you? If "Yes," explain and provide documentation; go to line 4d, below. If "No," go to line 4c. ☒ Yes ☐ No
- c Do your officers, directors, or trustees maintain a close and continuous working relationship with the officers, directors, or trustees of the supported organization(s)? If "Yes," explain and provide documentation. ☒ Yes ☐ No
- d Do the supported organization(s) have a significant voice in your investment policies, in the making and timing of grants, and in otherwise directing the use of your income or assets? If "Yes," explain and provide documentation. ☐ Yes ☐ No
- e Describe and provide copies of written communications documenting how you made the supported organization(s) aware of your supporting activities.

**Schedule D. Section 509(a)(3) Supporting Organizations (Continued)****Section II Relationship with Supported Organization(s)—Three Tests (Continued)**

- 5** Information to establish the "operated in connection with" integral part test (Test 3)  
Do you conduct activities that would otherwise be carried out by the supported organization(s)? If "Yes," explain and go to Section III. If "No," continue to line 6a. ☐ Yes ☐ No
- 6** Information to establish the alternative "operated in connection with" integral part test (Test 3)  
**a** Do you distribute at least 85% of your annual **net income** to the supported organization(s)? If "Yes," go to line 6b. (See instructions.) ☐ Yes ☐ No  
If "No," state the percentage of your income that you distribute to each supported organization. Also explain how you ensure that the supported organization(s) are attentive to your operations.  
**b** How much do you contribute annually to each supported organization? Attach a schedule.  
**c** What is the total annual revenue of each supported organization? If you need additional space, attach a list.  
**d** Do you or the supported organization(s) **earmark** your funds for support of a particular program or activity? If "Yes," explain. ☐ Yes ☐ No
- 7a** Does your organizing document specify the supported organization(s) by name? If "Yes," state the article and paragraph number and go to Section III. If "No," answer line 7b. ☐ Yes ☐ No  
**b** Attach a statement describing whether there has been an historic and continuing relationship between you and the supported organization(s).

**Section III Organizational Test**

- 1a** If you met relationship Test 1 or Test 2 in Section II, your organizing document must specify the supported organization(s) by name, or by naming a similar purpose or charitable class of beneficiaries. If your organizing document complies with this requirement, answer "Yes." If your organizing document does not comply with this requirement, answer "No," and see the instructions. ☐ Yes ☐ No
- b** If you met relationship Test 3 in Section II, your organizing document must generally specify the supported organization(s) by name. If your organizing document complies with this requirement, answer "Yes," and go to Section IV. If your organizing document does not comply with this requirement, answer "No," and see the instructions. ☐ Yes ☐ No

**Section IV Disqualified Person Test**

You do not qualify as a supporting organization if you are **controlled** directly or indirectly by one or more **disqualified persons** (as defined in section 4946) other than **foundation managers** or one or more organizations that you support. Foundation managers who are also disqualified persons for another reason are disqualified persons with respect to you.

- 1a** Do any persons who are disqualified persons with respect to you, (except individuals who are disqualified persons only because they are foundation managers), appoint any of your foundation managers? If "Yes," (1) describe the process by which disqualified persons appoint any of your foundation managers, (2) provide the names of these disqualified persons and the foundation managers they appoint, and (3) explain how control is vested over your operations (including assets and activities) by persons other than disqualified persons. ☐ Yes ☐ No
- b** Do any persons who have a family or business relationship with any disqualified persons with respect to you, (except individuals who are disqualified persons only because they are foundation managers), appoint any of your foundation managers? If "Yes," (1) describe the process by which individuals with a family or business relationship with disqualified persons appoint any of your foundation managers, (2) provide the names of these disqualified persons, the individuals with a family or business relationship with disqualified persons, and the foundation managers appointed, and (3) explain how control is vested over your operations (including assets and activities) in individuals other than disqualified persons. ☐ Yes ☐ No
- c** Do any persons who are disqualified persons, (except individuals who are disqualified persons only because they are foundation managers), have any influence regarding your operations, including your assets or activities? If "Yes," (1) provide the names of these disqualified persons, (2) explain how influence is exerted over your operations (including assets and activities), and (3) explain how control is vested over your operations (including assets and activities) by individuals other than disqualified persons. ☐ Yes ☐ No



**Schedule E. Organizations Not Filing Form 1023 Within 27 Months of Formation**

Schedule E is intended to determine whether you are eligible for tax exemption under section 501(c)(3) from the postmark date of your application or from your date of incorporation or formation, whichever is earlier. If you are not eligible for tax exemption under section 501(c)(3) from your date of incorporation or formation, Schedule E is also intended to determine whether you are eligible for tax exemption under section 501(c)(4) for the period between your date of incorporation or formation and the postmark date of your application.

- 1** Are you a church, association of churches, or integrated auxiliary of a church? If "Yes," complete Schedule A and stop here. Do not complete the remainder of Schedule E. ☐ Yes ☐ No
- 2a** Are you a public charity with annual **gross receipts** that are normally \$5,000 or less? If "Yes," stop here. Answer "No" if you are a private foundation, regardless of your gross receipts. ☐ Yes ☐ No
- b** If your gross receipts were normally more than \$5,000, are you filing this application within 90 days from the end of the tax year in which your gross receipts were normally more than \$5,000? If "Yes," stop here. ☐ Yes ☐ No
- 3a** Were you included as a subordinate in a group exemption application or letter? If "No," go to line 4. ☐ Yes ☐ No
- b** If you were included as a subordinate in a group exemption letter, are you filing this application within 27 months from the date you were notified by the organization holding the group exemption letter or the Internal Revenue Service that you cease to be covered by the group exemption letter? If "Yes," stop here. ☐ Yes ☐ No
- c** If you were included as a subordinate in a timely filed group exemption request that was denied, are you filing this application within 27 months from the postmark date of the Internal Revenue Service final adverse ruling letter? If "Yes," stop here. ☐ Yes ☐ No
- 4** Were you created on or before October 9, 1969? If "Yes," stop here. Do not complete the remainder of this schedule. ☐ Yes ☐ No
- 5** If you answered "No" to lines 1 through 4, we cannot recognize you as tax exempt from your date of formation unless you qualify for an extension of time to apply for exemption. Do you wish to request an extension of time to apply to be recognized as exempt from the date you were formed? If "Yes," attach a statement explaining why you did not file this application within the 27-month period. Do not answer lines 6, 7, or 8. If "No," go to line 6a. ☐ Yes ☐ No
- 6a** If you answered "No" to line 5, you can only be exempt under section 501(c)(3) from the postmark date of this application. Therefore, do you want us to treat this application as a request for tax exemption from the postmark date? If "Yes," you are eligible for an advance ruling. Complete Part X, line 6a. If "No," you will be treated as a private foundation. ☐ Yes ☐ No
- Note.** Be sure your ruling eligibility agrees with your answer to Part X, line 6.
- b** Do you anticipate significant changes in your sources of support in the future? If "Yes," complete line 7 below. ☐ Yes ☐ No

**Schedule E. Organizations Not Filing Form 1023 Within 27 Months of Formation (Continued)**

- 7** Complete this item only if you answered "Yes" to line 6b. Include projected revenue for the first two full years following the current tax year.

Type of Revenue	Projected revenue for 2 years following current tax year		
	(a) From ..... To	(b) From ..... To	(c) Total
<b>1</b> Gifts, grants, and contributions received (do not include unusual grants)			
<b>2</b> Membership fees received			
<b>3</b> Gross investment income			
<b>4</b> Net unrelated business income			
<b>5</b> Taxes levied for your benefit			
<b>6</b> Value of services or facilities furnished by a governmental unit without charge (not including the value of services generally furnished to the public without charge)			
<b>7</b> Any revenue not otherwise listed above or in lines 9-12 below (attach an itemized list)			
<b>8</b> Total of lines 1 through 7			
<b>9</b> Gross receipts from admissions, merchandise sold, or services performed, or furnishing of facilities in any activity that is related to your exempt purposes (attach itemized list)			
<b>10</b> Total of lines 8 and 9			
<b>11</b> Net gain or loss on sale of capital assets (attach an itemized list)			
<b>12</b> Unusual grants			
<b>13</b> Total revenue. Add lines 10 through 12			

- 8** According to your answers, you are only eligible for tax exemption under section 501(c)(3) from the postmark date of your application. However, you may be eligible for tax exemption under section 501(c)(4) from your date of formation to the postmark date of the Form 1023. Tax exemption under section 501(c)(4) allows exemption from federal income tax, but generally not deductibility of contributions under Code section 170. Check the box at right if you want us to treat this as a request for exemption under 501(c)(4) from your date of formation to the postmark date.



Attach a completed Page 1 of Form 1024, Application for Recognition of Exemption Under Section 501(a), to this application.

**Schedule F. Homes for the Elderly or Handicapped and Low-Income Housing****Section I General Information About Your Housing**

1 Describe the type of housing you provide.

2 Provide copies of any application forms you use for admission.

3 Explain how the public is made aware of your facility.

4a Provide a description of each facility.

b What is the total number of residents each facility can accommodate?

c What is your current number of residents in each facility?

d Describe each facility in terms of whether residents rent or purchase housing from you.

5 Attach a sample copy of your residency or homeownership contract or agreement.

6 Do you participate in any joint ventures? If "Yes," state your ownership percentage in each joint venture, list your investment in each joint venture, describe the tax status of other participants in each joint venture (including whether they are section 501(c)(3) organizations), describe the activities of each joint venture, describe how you exercise control over the activities of each joint venture, and describe how each joint venture furthers your exempt purposes. Also, submit copies of all joint venture agreements. ☐ Yes ☐ No

**Note.** Make sure your answer is consistent with the information provided in Part VIII, line 8.

7 Do you or will you contract with another organization to develop, build, market, or finance your housing? If "Yes," explain how that entity is selected, explain how the terms of any contract(s) are negotiated at arm's length, and explain how you determine you will pay no more than fair market value for services. ☐ Yes ☐ No

**Note.** Make sure your answer is consistent with the information provided in Part VIII, line 7a.

8 Do you or will you manage your activities or facilities through your own employees or volunteers? If "No," attach a statement describing the activities that will be managed by others, the names of the persons or organizations that manage or will manage your activities or facilities, and how these managers were or will be selected. Also, submit copies of any contracts, proposed contracts, or other agreements regarding the provision of management services for your activities or facilities. Explain how the terms of any contracts or other agreements were or will be negotiated, and explain how you determine you will pay no more than fair market value for services. ☐ Yes ☐ No

**Note.** Answer "Yes" if you do manage or intend to manage your programs through your own employees or by using volunteers. Answer "No" if you engage or intend to engage a separate organization or independent contractor. Make sure your answer is consistent with the information provided in Part VIII, line 7b.

9 Do you participate in any government housing programs? If "Yes," describe these programs. ☐ Yes ☐ No

10a Do you own the facility? If "No," describe any enforceable rights you possess to purchase the facility in the future; go to line 10c. If "Yes," answer line 10b. ☐ Yes ☐ No

b How did you acquire the facility? For example, did you develop it yourself, purchase a project, etc. Attach all contracts, transfer agreements, or other documents connected with the acquisition of the facility.

c Do you lease the facility or the land on which it is located? If "Yes," describe the parties to the lease(s) and provide copies of all leases. ☐ Yes ☐ No

**Schedule F. Homes for the Elderly or Handicapped and Low-Income Housing (Continued)****Section II Homes for the Elderly or Handicapped**

- 1a** Do you provide housing for the elderly? If "Yes," describe who qualifies for your housing in terms of age, infirmity, or other criteria and explain how you select persons for your housing. ☐ Yes ☐ No
- b** Do you provide housing for the handicapped? If "Yes," describe who qualifies for your housing in terms of disability, income levels, or other criteria and explain how you select persons for your housing. ☐ Yes ☐ No
- 
- 2a** Do you charge an entrance or founder's fee? If "Yes," describe what this charge covers, whether it is a one-time fee, how the fee is determined, whether it is payable in a lump sum or on an installment basis, whether it is refundable, and the circumstances, if any, under which it may be waived. ☐ Yes ☐ No
- b** Do you charge periodic fees or maintenance charges? If "Yes," describe what these charges cover and how they are determined. ☐ Yes ☐ No
- c** Is your housing affordable to a significant segment of the elderly or handicapped persons in the community? Identify your **community**. Also, if "Yes," explain how you determine your housing is affordable. ☐ Yes ☐ No
- 
- 3a** Do you have an established policy concerning residents who become unable to pay their regular charges? If "Yes," describe your established policy. ☐ Yes ☐ No
- b** Do you have any arrangements with government welfare agencies or others to absorb all or part of the cost of maintaining residents who become unable to pay their regular charges? If "Yes," describe these arrangements. ☐ Yes ☐ No
- 
- 4** Do you have arrangements for the healthcare needs of your residents? If "Yes," describe these arrangements. ☐ Yes ☐ No
- 
- 5** Are your facilities designed to meet the physical, emotional, recreational, social, religious, and/or other similar needs of the elderly or handicapped? If "Yes," describe these design features. ☐ Yes ☐ No

**Section III Low-Income Housing**

- 1** Do you provide low-income housing? If "Yes," describe who qualifies for your housing in terms of income levels or other criteria, and describe how you select persons for your housing. ☐ Yes ☐ No
- 
- 2** In addition to rent or mortgage payments, do residents pay periodic fees or maintenance charges? If "Yes," describe what these charges cover and how they are determined. ☐ Yes ☐ No
- 
- 3a** Is your housing affordable to low income residents? If "Yes," describe how your housing is made affordable to low-income residents. ☐ Yes ☐ No
- Note.** Revenue Procedure 96-32, 1996-1 C.B. 717, provides guidelines for providing low-income housing that will be treated as charitable. (At least 75% of the units are occupied by low-income tenants or 40% are occupied by tenants earning not more than 120% of the very low-income levels for the area.)
- b** Do you impose any restrictions to make sure that your housing remains affordable to low-income residents? If "Yes," describe these restrictions. ☐ Yes ☐ No
- 
- 4** Do you provide social services to residents? If "Yes," describe these services. ☐ Yes ☐ No

**Schedule G. Successors to Other Organizations**

**1a** Are you a **successor** to a **for-profit organization**? If "Yes," explain the relationship with the **predecessor** organization that resulted in your creation and complete line 1b. ☐ **Yes** ☐ **No**

**b** Explain why you took over the activities or assets of a for-profit organization or converted from for-profit to nonprofit status.

**2a** Are you a successor to an organization other than a for-profit organization? Answer "Yes" if you have taken or will take over the activities of another organization; or you have taken or will take over 25% or more of the fair market value of the net assets of another organization. If "Yes," explain the relationship with the other organization that resulted in your creation. ☐ **Yes** ☐ **No**

**b** Provide the tax status of the predecessor organization.

**c** Did you or did an organization to which you are a successor previously apply for tax exemption under section 501(c)(3) or any other section of the Code? If "Yes," explain how the application was resolved. ☐ **Yes** ☐ **No**

**d** Was your prior tax exemption or the tax exemption of an organization to which you are a successor revoked or suspended? If "Yes," explain. Include a description of the corrections you made to re-establish tax exemption. ☐ **Yes** ☐ **No**

**e** Explain why you took over the activities or assets of another organization.

**3** Provide the name, last address, and EIN of the predecessor organization and describe its activities.

**Name:** \_\_\_\_\_

**EIN:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**4** List the owners, partners, principal stockholders, officers, and governing board members of the predecessor organization. Attach a separate sheet if additional space is needed.

Name	Address	Share/Interest (if a for-profit)

**5** Do or will any of the persons listed in line 4, maintain a working relationship with you? If "Yes," describe the relationship in detail and include copies of any agreements with any of these persons or with any for-profit organizations in which these persons own more than a 35% interest. ☐ **Yes** ☐ **No**

**6a** Were any assets transferred, whether by gift or sale, from the predecessor organization to you? If "Yes," provide a list of assets, indicate the value of each asset, explain how the value was determined, and attach an appraisal, if available. For each asset listed, also explain if the transfer was by gift, sale, or combination thereof. ☐ **Yes** ☐ **No**

**b** Were any restrictions placed on the use or sale of the assets? If "Yes," explain the restrictions. ☐ **Yes** ☐ **No**

**c** Provide a copy of the agreement(s) of sale or transfer.

**7** Were any debts or liabilities transferred from the predecessor for-profit organization to you? If "Yes," provide a list of the debts or liabilities that were transferred to you, indicating the amount of each, how the amount was determined, and the name of the person to whom the debt or liability is owed. ☐ **Yes** ☐ **No**

**8** Will you lease or rent any property or equipment previously owned or used by the predecessor for-profit organization, or from persons listed in line 4, or from for-profit organizations in which these persons own more than a 35% interest? If "Yes," submit a copy of the lease or rental agreement(s). Indicate how the lease or rental value of the property or equipment was determined. ☐ **Yes** ☐ **No**

**9** Will you lease or rent property or equipment to persons listed in line 4, or to for-profit organizations in which these persons own more than a 35% interest? If "Yes," attach a list of the property or equipment, provide a copy of the lease or rental agreement(s), and indicate how the lease or rental value of the property or equipment was determined. ☐ **Yes** ☐ **No**

**Schedule H. Organizations Providing Scholarships, Fellowships, Educational Loans, or Other Educational Grants to Individuals and Private Foundations Requesting Advance Approval of Individual Grant Procedures**

**Section I** *Names of individual recipients are not required to be listed in Schedule H.*

**Public charities and private foundations complete lines 1a through 7 of this section. See the instructions to Part X if you are not sure whether you are a public charity or a private foundation.**

- 1a** Describe the types of educational grants you provide to individuals, such as scholarships, fellowships, loans, etc.
  - b** Describe the purpose and amount of your scholarships, fellowships, and other educational grants and loans that you award.
  - c** If you award educational loans, explain the terms of the loans (interest rate, length, forgiveness, etc.).
  - d** Specify how your program is publicized.
  - e** Provide copies of any solicitation or announcement materials.
  - f** Provide a sample copy of the application used.
  - 2** Do you maintain case histories showing recipients of your scholarships, fellowships, educational loans, or other educational grants, including names, addresses, purposes of awards, amount of each grant, manner of selection, and relationship (if any) to officers, trustees, or donors of funds to you? If "No," refer to the instructions. ☐ Yes ☐ No
  - 3** Describe the specific criteria you use to determine who is eligible for your program. (For example, eligibility selection criteria could consist of graduating high school students from a particular high school who will attend college, writers of scholarly works about American history, etc.)
  - 4a** Describe the specific criteria you use to select recipients. (For example, specific selection criteria could consist of prior academic performance, financial need, etc.)
  - b** Describe how you determine the number of grants that will be made annually.
  - c** Describe how you determine the amount of each of your grants.
  - d** Describe any requirement or condition that you impose on recipients to obtain, maintain, or qualify for renewal of a grant. (For example, specific requirements or conditions could consist of attendance at a four-year college, maintaining a certain grade point average, teaching in public school after graduation from college, etc.)
  - 5** Describe your procedures for supervising the scholarships, fellowships, educational loans, or other educational grants. Describe whether you obtain reports and grade transcripts from recipients, or you pay grants directly to a school under an arrangement whereby the school will apply the grant funds only for enrolled students who are in good standing. Also, describe your procedures for taking action if the terms of the award are violated.
  - 6** Who is on the selection committee for the awards made under your program, including names of current committee members, criteria for committee membership, and the method of replacing committee members?
  - 7** Are relatives of members of the selection committee, or of your officers, directors, or **substantial contributors** eligible for awards made under your program? If "Yes," what measures are taken to ensure unbiased selections? ☐ Yes ☐ No
- Note.** If you are a private foundation, you are not permitted to provide educational grants to **disqualified persons**. Disqualified persons include your substantial contributors and foundation managers and certain family members of disqualified persons.

**Section II** **Private foundations complete lines 1a through 4f of this section. Public charities do not complete this section.**

- 1a** If we determine that you are a private foundation, do you want this application to be considered as a request for advance approval of grant making procedures? ☐ Yes ☐ No ☐ N/A
- b** For which section(s) do you wish to be considered?
  - 4945(g)(1)—Scholarship or fellowship grant to an individual for study at an educational institution ☐
  - 4945(g)(3)—Other grants, including loans, to an individual for travel, study, or other similar purposes, to enhance a particular skill of the grantee or to produce a specific product ☐
- 2** Do you represent that you will (1) arrange to receive and review grantee reports annually and upon completion of the purpose for which the grant was awarded, (2) investigate diversions of funds from their intended purposes, and (3) take all reasonable and appropriate steps to recover diverted funds, ensure other grant funds held by a grantee are used for their intended purposes, and withhold further payments to grantees until you obtain grantees' assurances that future diversions will not occur and that grantees will take extraordinary precautions to prevent future diversions from occurring? ☐ Yes ☐ No
- 3** Do you represent that you will maintain all records relating to individual grants, including information obtained to evaluate grantees, identify whether a grantee is a disqualified person, establish the amount and purpose of each grant, and establish that you undertook the supervision and investigation of grants described in line 2? ☐ Yes ☐ No

**Schedule H. Organizations Providing Scholarships, Fellowships, Educational Loans, or Other Educational Grants to Individuals and Private Foundations Requesting Advance Approval of Individual Grant Procedures**  
(Continued)

**Section II Private foundations complete lines 1a through 4f of this section. Public charities do not complete this section. (Continued)**

- 4a** Do you or will you award scholarships, fellowships, and educational loans to attend an educational institution based on the status of an individual being an *employee of a particular employer*? If "Yes," complete lines 4b through 4f. ☐ Yes ☐ No
- b** Will you comply with the seven conditions and either the percentage tests or facts and circumstances test for scholarships, fellowships, and educational loans to attend an educational institution as set forth in Revenue Procedures 76-47, 1976-2 C.B. 670, and 80-39, 1980-2 C.B. 772, which apply to inducement, selection committee, eligibility requirements, objective basis of selection, employment, course of study, and other objectives? (See lines 4c, 4d, and 4e, regarding the percentage tests.) ☐ Yes ☐ No
- c** Do you or will you provide scholarships, fellowships, or educational loans to attend an educational institution to employees of a particular employer? ☐ Yes ☐ No ☐ N/A  
If "Yes," will you award grants to 10% or fewer of the eligible applicants who were actually considered by the selection committee in selecting recipients of grants in that year as provided by Revenue Procedures 76-47 and 80-39? ☐ Yes ☐ No
- d** Do you provide scholarships, fellowships, or educational loans to attend an educational institution to children of employees of a particular employer? ☐ Yes ☐ No ☐ N/A  
If "Yes," will you award grants to 25% or fewer of the eligible applicants who were actually considered by the selection committee in selecting recipients of grants in that year as provided by Revenue Procedures 76-47 and 80-39? If "No," go to line 4e. ☐ Yes ☐ No
- e** If you provide scholarships, fellowships, or educational loans to attend an educational institution to children of employees of a particular employer, will you award grants to 10% or fewer of the number of employees' children who can be shown to be eligible for grants (whether or not they submitted an application) in that year, as provided by Revenue Procedures 76-47 and 80-39? ☐ Yes ☐ No ☐ N/A

If "Yes," describe how you will determine who can be shown to be eligible for grants without submitting an application, such as by obtaining written statements or other information about the expectations of employees' children to attend an educational institution. If "No," go to line 4f.

**Note.** Statistical or sampling techniques are not acceptable. See Revenue Procedure 85-51, 1985-2 C.B. 717, for additional information.


- f** If you provide scholarships, fellowships, or educational loans to attend an educational institution to *children of employees of a particular employer* without regard to either the 25% limitation described in line 4d, or the 10% limitation described in line 4e, will you award grants based on facts and circumstances that demonstrate that the grants will not be considered compensation for past, present, or future services or otherwise provide a significant benefit to the particular employer? If "Yes," describe the facts and circumstances that you believe will demonstrate that the grants are neither compensatory nor a significant benefit to the particular employer. In your explanation, describe why you cannot satisfy either the 25% test described in line 4d or the 10% test described in line 4e. ☐ Yes ☐ No



Store:  
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11400 W Markham St  
Little Rock, AR 72211-2806  
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Employee: ODS00121 Office Depot

**Customer Information:**  
Jackie Jackson  
LR Prep Inc.  
11606 W. Stoney Point  
Little Rock, AR 72211  
Telephone: (501)744-4883  
Ship Date: 9/2/2008

SKU	Description	Price	Recipient Information
 00373681000008045	UPS Ground Content: papers SKU: 373681 Declared Value: \$0.00 Trk #: 1ZA4X6090300096372 Actual WT: 1.25 LBS Zn: 4 Delivery Date: 09/04/2008	\$8.04	Internal Revenue Services Extracting Stop 312 201 West Reivercenter Blvd COVINGTON, KY 41011 (501)744-4883

**Total \$8.04**

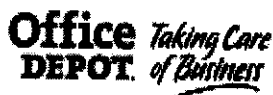
- I understand Office Depot will not be liable for damage to parcels improperly packed.
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Employee: ODS00121 Office Depot

**Customer Information:**  
Jackie Jackson  
LR Prep Inc.  
11606 W. Stoney Point  
Little Rock, AR 72211  
Telephone: (501)744-4883  
Ship Date: 9/2/2008

SKU	Description	Price	Recipient Information
 00373681000006884	UPS Ground Content: Paperwork SKU: 373681 Declared Value: \$0.00 Trk #: 1ZA4X6090300096336 Actual WT: 1.25 LBS Zn: 2 Delivery Date: 09/03/2008	\$6.88	Dr. Linda Watson LRSD Board 810 W. Markham Street LITTLE ROCK, AR 72201
 00373681000006771	UPS Ground Content: paperwork SKU: 373681 Declared Value: \$0.00 Trk #: 1ZA4X6090300096345 Actual WT: 1.00 LBS Zn: 2 Delivery Date: 09/03/2008	\$6.77	Kenneth Kirspe NLRSD School Board 2700 Popular Street NORTH LITTLE RO..., AR 72114
 00373681000006771	UPS Ground Content: paperwork SKU: 373681 Declared Value: \$0.00 Trk #: 1ZA4X6090300096354 Actual WT: 0.95 LBS Zn: 2 Delivery Date: 09/03/2008	\$6.77	James R. Sharpe Pulaski County Special School ... 925 Dixon Road LITTLE ROCK, AR 72206

**Total \$20.42**

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OFFICE DEPOT  
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501-221-1818

SALE STR0121 REG012 TRN6551  
09/02/08 15:33 EMP 241613 POS 5.06A

373681 UPS GROUND COMM PK	8.04E
FORM # 9022008	
373681 UPS GROUND COMM PK	6.88E
FORM # 9022008	
373681 UPS GROUND COMM PK	6.77E
FORM # 9022008	
373681 UPS GROUND COMM PK	6.77E
FORM # 9022008	
SUBTOTAL	28.46
SALES TAX	0.00
TOTAL	28.46
VISA 3112	28.46

\*\*\*\*\*

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# ARKANSAS DEPARTMENT OF EDUCATION

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Diane Tatum  
Pine Bluff

September 26, 2008

Ms. Jackie Jackson  
Little Rock Urban Prep for Young Men  
11606 Stoney Point  
Little Rock, AR 72211

Dear Applicant:

The Arkansas Department of Education (ADE) has completed the evaluation process of the applications for Open Enrollment Public Charter Schools as per 9.01 of the ADE Rules Governing Charter Schools. Enclosed is a copy of that evaluation for your review.

In accordance with the Charter School rules, you are allowed to submit a written response to this evaluation. Written responses must be **in the Charter School Office no later than 4:00 p.m., Friday, October 17, 2008.** Responses received after that date will not be processed.

Responses should be sent to the following address:

Dr. Mary Ann D. Brown  
Charter School Office  
Four Capitol Mall, Room 305-B  
Little Rock, AR 72201

Please feel free to contact the Charter School Office to verify receipt of your written response at (501) 683-5313.

Thank you,

Mary Ann D. Brown, Ed.D.  
Charter School Program Director

MAB/ler/ms

Enclosure: Public Charter School Application Evaluation Report

Four Capitol Mall  
Little Rock, AR  
72201-1019  
(501) 682-4475  
ArkansasEd.org

**2008-2009**  
**Public Charter School**  
**Application Evaluation Report**

Little Rock Urban Prep for Young Men



**Provided by:**  
**Arkansas Department of Education**  
**Charter School Office**



# ARKANSAS DEPARTMENT OF EDUCATION

## Arkansas Department of Education

### Charter School Application Evaluation Instrument

*The following instrument will be used to evaluate applications submitted to the Arkansas Department of Education ("ADE") for the establishment of new public charter schools. This instrument is only intended to provide clarity, transparency and consistency in the charter school application review process.*

The ADE will use the following instrument only to evaluate the quality of a charter school application against the criteria stated herein. For each of the application requirements, the criteria define the characteristics and elements of a response that meet the standard for charter approval. The following definitions will guide the rating of each information requirement:

**Meets the Standard:**

The response reflects a thorough understanding of key issues and demonstrates capacity to open and operate a quality charter school. It addresses the topic with specific and accurate information that shows thorough preparation and presents a clear, realistic picture of how the school expects to operate.

**Partially Meets the Standard:**

The response addresses most of the criteria, but response lacks meaningful detail and requires important additional information.

**Does Not Meet the Standard:**

The response lacks meaningful detail, demonstrates lack of preparation, or otherwise raises substantial concerns about the applicant's understanding of the issue in concept and/or ability to meet the requirement in practice.

# Arkansas Department of Education

## Open-Enrollment Public Charter School Application Evaluation

### EVALUATION RUBRIC

Name of Proposed School: **Little Rock Urban Prep for Young Men**

Eligible entity status:

- ☐ Public institution of higher education  
☐ Private nonsectarian institution of higher education  
☐ Governmental entity  
☒ Nonsectarian organization exempt from taxes under Section 501(c) (3)

Status of 501(c) (3) Application for Non-Sectarian Organization Exempt from Taxes Pending - Application for Recognition of Exemption Status under Section 501 (c)(3) of the Internal Revenue Code is attached to the charter application.

Legal Comments	Reference
Pursuant to Ark. Code Ann. § 6-23-303 (6), the sponsor must establish its status as a tax-exempt organization under § 501 (c)(3) of the Internal Revenue Code of 1986 prior to the first day of its operation with students.	

### Part 1: PRE-APPLICATION MATERIALS

The Arkansas Department of Education requires that all applicants submit a Letter of Intent, outlining a general description of the proposed charter school.

**Evaluation Criteria:**

A response that meets the standard will guarantee that:

- A Letter of Intent was filed with ADE on time and included all necessary information.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Strengths	Reference
Concerns and Additional Questions	Reference
The letter of intent lacks description of location. The applicant only cites the city where the school will be located.	Letter of Intent

## Part 2: REQUIRED INFORMATION

### ***STANDARDS 1 and 2 OF APPLICATION: PUBLIC HEARING RESULTS***

All proposed school design teams must conduct a public hearing before applying for an open enrollment charter school, to assess support for the school's establishment. Applicants are asked both to document the logistics of the hearing and to include a narrative of the hearing results.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- A thorough description and evidence of public support exhibited at the hearing;
- Documentation of required notices published to garner public attention to the hearing; and
- Documentation of required notices of the public hearing to superintendents and school board members in contiguous school districts.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
Concerns and Additional Questions	Reference
Evidence of public support is not thoroughly described and documented. No evidence of three newspaper ads was provided. A copy of the document sent to superintendents and boards of contiguous districts informing of the hearing is not provided.	Application pages are not numbered.

### ***STANDARD 3 OF APPLICATION: GOVERNING STRUCTURE***

The Governing Structure section should explain how the school will be governed. It should present a clear picture of the school's governance processes and composition, what responsibilities various groups and people will have and how those groups will relate to one another.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- Documentation of proper legal structure of the governing board;
- A clear description of the governing board's roles and responsibilities;
- Adequate policies and procedures for board operation, including board composition and member selection;
- A clear, sensible delineation of roles and responsibilities in relation to governance and school management; and
- A reasonable plan for involving parents, staff, students and community in the decision-making of the school.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Strengths	Reference
Roles are clearly described.	Application pages are not numbered.
Concerns and Additional Questions	Reference

### ***STANDARD 4 OF APPLICATION: MISSION STATEMENT***

The Mission Statement section should indicate what the school intends to do, for whom and to what degree.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- A mission statement that is meaningful, manageable and measurable.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
The mission statement is meaningful and manageable.	Application pages are not numbered.
Concerns and Additional Questions	Reference
There is no statement of how the goals of the mission will be measured.	



### ***STANDARD 5 OF APPLICATION: EDUCATIONAL NEED***

The Educational Need section should indicate how the school intends to offer a viable educational option for students in Arkansas. Along with the mission statement, this section outlines the basic rationale for the new school.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- A description of educational need that presents a clear option for students;
- A specific rationale for how the charter school will enhance or expand the educational options currently available to the school's target student population.

<b>Does Not Meet the Standard</b>	<b>Partially Meets the Standard</b>	<b>Meets the Standard</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<b>Strengths</b>	<b>Reference</b>
Extensive research is cited and includes a very specific rationale.	Application pages are not numbered.
<b>Concerns and Additional Questions</b>	<b>Reference</b>

### ***STANDARD 6 OF APPLICATION: EDUCATIONAL PROGRAM***

The Educational Program section should describe the educational foundation of the school and the teaching and learning strategies that will be employed.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- A clear description of the proposed educational program, including but not limited to the foundational educational philosophy and curricular and instructional strategies to be employed; and
- A clear organization of the school in terms of both length of school day and year that meets minimum state requirements.

<b>Does Not Meet the Standard</b>	<b>Partially Meets the Standard</b>	<b>Meets the Standard</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<b>Strengths</b>	<b>Reference</b>
Proposed educational programs include Latin, technology, engineering, economics, entrepreneurship, ethics and etiquette.	Application pages are not numbered.
<b>Concerns and Additional Questions</b>	<b>Reference</b>

## ***STANDARD 7 OF APPLICATION: ACADEMIC ACHIEVEMENT GOALS***

The Academic Achievement Goals section should define the performance expectations for students and the school as whole.

### **Evaluation Criteria:**

A response that meets the standard will present:

- Specific goals in:
  - Reading;
  - Reading Comprehension;
  - Mathematics; and
  - Mathematics Reasoning;
- Goals that clear, measurable and data-driven;
- Goals on improving student achievement; and
- Valid and reliable assessment tools for measuring each of the defined goals.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Strengths	Reference
Clear and measureable goals are provided.	Application pages are not numbered.
Concerns and Additional Questions	Reference

## ***STANDARD 8 OF APPLICATION: CURRICULUM DEVELOPMENT AND ALIGNMENT***

The Curriculum Development and Alignment section should define the process by which the design team developed (or chose) the curricular program of the school, and illustrate alignment with Arkansas Curriculum Frameworks.

### **Evaluation Criteria:**

A response that meets the standard of a curricular development and alignment program will present:

- Evidence that the curriculum aligns with, or a sound and rationale plan and timeline for aligning the curriculum with, the Arkansas Department of Education's content standards, benchmarks and performance standards.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Strengths	Reference
The goals are very clear and are academically aligned.	Application pages are not numbered.
Concerns and Additional Questions	Reference
No clear timeline for aligning the curriculum with the Arkansas Curriculum Frameworks is provided.	

### ***STANDARD 9 OF APPLICATION: GEOGRAPHICAL SERVICE AREA***

The Geographical Service Area section must outline the impact of a new school opening within the current public education system.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- The specific geographical area served by the charter school; and
- Information on the school districts within the geographical area that may be affected (including data on the expected number of students to transfer to the charter school).

<b>Does Not Meet the Standard</b>	<b>Partially Meets the Standard</b>	<b>Meets the Standard</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<b>Strengths</b>	<b>Reference</b>
Geographical information is provided for the Little Rock School District.	Application pages are not numbered.
<b>Concerns and Additional Questions</b>	<b>Reference</b>
No information regarding contiguous school districts is provided. The application lacks data regarding expected number of students to transfer to the charter school.	

### ***STANDARD 10 OF APPLICATION: ANNUAL PROGRESS REPORTS***

The Annual Progress Reports section should define how the academic progress of individual students and the school as a whole will be measured, analyzed and reported.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- A clear and conceptually sound plan for documenting and reporting student performance data;
- A timeline for data compilation and completion of an annual report to parents, the community and the State Board of Education that outlines the school's progress; and
- A plan for dissemination of the annual report to appropriate stakeholders.

<b>Does Not Meet the Standard</b>	<b>Partially Meets the Standard</b>	<b>Meets the Standard</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<b>Strengths</b>	<b>Reference</b>
The school will provide copies of reports to parents, and publish documentation in the local newspaper and on the school's website before November 15. A public meeting will also be held to provide input/feedback opportunities to parents and community members.	Application pages are not numbered.
<b>Concerns and Additional Questions</b>	<b>Reference</b>

## ***STANDARD 11 OF APPLICATION: ENROLLMENT CRITERIA AND PROCEDURES***

The Enrollment Criteria and Procedures section should describe how the school will attract and enroll its student body, including any criteria for admission and enrollment. Applicants must also provide assurances for a random lottery selection process.

### **Evaluation Criteria:**

A response that meets the standard will present:

- A student recruitment plan that will provide equal opportunity for all parents and students to learn about and apply to the school;
- An enrollment and admissions process that is open, fair and in accordance with applicable law; and
- A process for, and a guarantee of, a random, anonymous lottery process should there be more student applications than can be accommodated under the terms of the charter.

<b>Does Not Meet the Standard</b>	<b>Partially Meets the Standard</b>	<b>Meets the Standard</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<b>Strengths</b>	<b>Reference</b>
<b>Concerns and Additional Questions</b>	<b>Reference</b>
Several exemptions regarding the "weighted lottery" are cited in the application such as founding members' children and siblings being given preference by not being in the lottery process.	Application pages are not numbered.
<b>Legal Comments</b>	<b>Reference</b>
In describing the groups of students who are exempt from an enrollment lottery, the Applicant includes "grade eligible children of faculty and staff". Arkansas law (Ark. Code Ann. § 6-23-306 (14) (B) (ii) (a)-(b)) does not provide for such an enrollment exception.	

## ***STANDARD 12 OF APPLICATION: STAFFING PLAN***

The Staffing Plan section should describe the job duties of the school director and other key personnel. This section should also describe the professional standards that all employees will be held to.

### **Evaluation Criteria:**

A response that meets the standard will present:

- A job description for the school director and other key personnel, including but not limited to an operations director, board members, teachers, etc.;
- An outline of the professional qualifications required for administrators, teachers, counselors, etc; and
- A staffing plan that clearly outlines both the types and numbers of positions to be filled at the school and salary scales for such positions.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Strengths	Reference
The staffing plan is specific and detailed. Salary schedules are provided.	Application pages are not numbered.
Concerns and Additional Questions	Reference

## ***STANDARD 13 OF APPLICATION: BUSINESS AND BUDGETING PLAN***

The Business & Budgeting Plan section should describe how the charter school will organize its business office and manage its fiscal responsibilities.

### **Evaluation Criteria:**

A response that meets the standard will present:

- An appropriate plan for how the school will manage procurement activities;
- A description of the personnel required to carry out business duties, including the requisite qualifications of any proposed personnel;
- A realistic timeline and process by which the governance structure will review and adopt an annual budget; and
- A balanced budget that accurately reflects the revenue currently available to the school and expenditures for program implementation.

<b>Does Not Meet the Standard</b>	<b>Partially Meets the Standard</b>	<b>Meets the Standard</b>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>Strengths</b>	<b>Reference</b>
The application indicates that the school will employ a full-time Business Manager and outlines the qualifications for the position. The application provides for segregation of duties with regard to financial transactions. The proposed budget will be approved by the Board of Trustees. Financial reports will be prepared by the Business Manager and presented to the Board of Trustees at each monthly meeting. Procurement policies are included in the narrative.	Application pages are not numbered.
<b>Concerns and Additional Questions</b>	<b>Reference</b>
The application indicates that revenue from NSLA is budgeted. However, the school will not receive NSLA funds for their first year of operation since it is based on prior year data. The application indicates that revenue from ELL is budgeted. However, the school will not receive ELL funds for their first year of operation since it is based on prior year data. The amount budgeted for "Other Sources of Revenue" is totaled incorrectly. The amount should be \$380,000 rather than \$480,000. The adjusted anticipated revenue is calculated at \$2,233,709 rather than \$2,424,452 when the \$100,000 addition error is deducted and by deducting projected NSLA and ELL funding, reducing the originally projected revenue by \$190,743. The budget area for health services is incorrectly totaled. Rather than \$10,600 as budgeted the actual amount is \$6,100. Correcting the revenue errors and the expenditure errors, it appears that the adjusted anticipated revenue is insufficient to fund the proposed budget. The adjusted revenue of \$2,233,709 compared with the adjusted expenditures of \$2,286,001, would result in a deficit of \$52,292.	Budget template
<b>Legal Comments</b>	<b>Reference</b>
Several computational errors were noted in the Applicant's FY 09-10 Budget, including: <ul style="list-style-type: none"> <li>• A listed total of "\$480,000" under the "Other Sources of Revenue" section, instead of "\$380,000";</li> <li>• A listed total of "\$10,600" under the "Health Services" section,</li> </ul>	Application pages are not numbered.

instead of "\$6,100", and • A listed total of "\$64,000" under the "Media Services" sections, instead of "\$64,600".	
--	--

### ***STANDARD 14 OF APPLICATION: FINANCIAL AND PROGRAMMATIC AUDIT PLAN***

The Financial and Programmatic Audit Plan section should provide the procedure and timeline by which an annual audit should be conducted. This section should also include an outline for the information that will need to be reported to ADE and the community.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- A sound plan for annually auditing school's financial and programmatic operations.

<b>Does Not Meet the Standard</b>	<b>Partially Meets the Standard</b>	<b>Meets the Standard</b>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>Strengths</b>	<b>Reference</b>
<b>Concerns and Additional Questions</b>	<b>Reference</b>
The application does not include any process for having their financial records audited by the Division of Legislative Audit. It does casually mention under the duties of the Audit/Finance Committee that they will "nominate" an independent auditor. The applicant's understanding of audit requirements according to state statute and Charter Schools Rules and Regulations is not clear.	Application pages are not numbered.

### ***STANDARD 15 OF APPLICATION: ARKANSAS PUBLIC SCHOOL COMPUTER NETWORK ASSURANCES***

The Arkansas Public School Computer Network (APSCN) Assurances section should provide documentation of the applicant's understanding of and participation in the required state educational data reporting system.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- Assurance that the charter school will comply with all state statutory requirements regarding the APSCN educational data reporting system.

<b>Does Not Meet the Standard</b>	<b>Partially Meets the Standard</b>	<b>Meets the Standard</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<b>Strengths</b>	<b>Reference</b>
The application assures that the school will participate in the Arkansas Public School Computer Network (APSCN) as required.	Application pages are not numbered.
<b>Concerns and Additional Questions</b>	<b>Reference</b>

## ***STANDARD 16 OF APPLICATION: FACILITIES***

The Facilities section should provide an understanding of the school's anticipated facilities needs and how the school plans to meet those needs.

### **Evaluation Criteria:**

A response that meets the standard will present:

- An informed understanding of the facility needs of the school over the term of its charter.
- A realistic plan for securing a facility that is appropriate and adequate for the school's program and targeted population.
- Evidence that the school understands the costs of securing and improving a facility and has access to the necessary resources to fund the facility plan.
- A sound plan for continued operation, maintenance and repair of the facility.

For schools that will be using district-owned facilities, a response that meets the standard will present:

- Documentation that the school district and school are in agreement over the use of the facility and its equipment.

For schools that will NOT be using district-owned facilities, a response that meets the standard will present:

- Documentation that the property owner and school are in agreement over the use of the facility and its equipment;
- A statement of the facilities' compliance with applicable codes; and
- A detailed outline of any relationships between the property owner and:
  - members of the local board of the public school district where the charter school will be located;
  - the employees of the public school district where the charter school will be located;
  - the sponsor of the charter school; and
  - employees, directors and/or administrators of the charter school.

<b>Does Not Meet the Standard</b>	<b>Partially Meets the Standard</b>	<b>Meets the Standard</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<b>Strengths</b>	<b>Reference</b>
The applicant cites no relationship between the property owner and school board members and employees.	Application pages are not numbered.
<b>Concerns and Additional Questions</b>	<b>Reference</b>
Please see Charter School Site Visit Report provided by the Facilities Department.	
<b>Legal Comments</b>	<b>Reference</b>
Any facilities used by the Applicant will have to be inspected by the Division of Public School Academic Facilities and Transportation prior to any State Board of Education action on the application. All facilities must meet the requirements of the Americans with Disabilities Act and the Individuals with Disabilities Education Act. The site must also be selected and reviewed before State Board actions to ensure both adequacy for the proposed facilities as well as	Application pages are not numbered.



compliance with health, safety, building and zoning laws.	
A final review of all Lease Agreements for Charter School facilities will be performed by the ADE before Board action on the Application is taken. The current Agreement does not contain the language required by Ark. Code Ann. § 6-23-503 (b)(1).	

## ***CHARTER SCHOOL SITE VISIT REPORT***

**Date:** 9/15/08

1. **Charter School:** Little Rock Urban Prep for Young Men
2. **Location:** 2410 South Battery St., Little Rock, AR
3. **General Observations:** This is the old Mitchell Elementary School, constructed in 1908. It will require substantial renovation.
4. **Academic Suitability:** The rooms are very large, but may be sub-divided. The meals to the students will be catered. The old cafeteria may be remodeled later. There is a fenced area for a playground. The construction is brick walls, wood roof, wood floors and plaster walls.
5. **ADA Accessibility:** The facility is currently not properly accessible. This will be addressed in the renovation.
6. **Life Safety Codes:** The school does have a fire alarm system. The old heater is an antique and a/c will need to be added during the renovation. Some minor leakage from the roof was observed. The rotten and molded materials will be removed during the renovation.
7. **Conclusion:** The facility does not meet the full range of the most current standards as stated in the Arkansas Facility Manual. But, given waivers for the obvious non-compliance with the most current facility standards, the facility does appear to meet the most critical facility needs.
8. **Recommendation:** That facility be brought up to the full standard or waivers issued/or extended by the state board. Also, the school shall provide a Certificate of Occupancy from the City of Little Rock which indicates it has been inspected and has passed all applicable codes prior to occupancy.
9. **Asbestos:** Friable asbestos has been removed from the facility and a current asbestos plan is on file with the Little Rock School District.

## ***STANDARD 17 OF APPLICATION: STUDENT SERVICES***

The Student Services section should describe how the school will address services for its student body.

### **Evaluation Criteria:**

A response that meets the standard will present:

- A guidance program that will serve all students;
- A health services program that will serve all students;
- A plan for a media center for use by all students;
- A transportation plan that will serve all eligible students;
- Sound plans for educating special education students that reflect the full range of programs and services required to provide such students with a high quality education;
- An alternative education plan for eligible students, including those determined to be at-risk, or those that are bilingual or have limited English proficiency; and
- Plans for a gifted and talented program for eligible students.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Strengths	Reference
All student services listed in the application show a thorough approach to the school and community.	Application pages are not numbered.
Concerns and Additional Questions	Reference

## ***STANDARD 18 OF APPLICATION: STUDENT SERVICES***

This section should describe how the school will address food services for its student body.

### **Evaluation Criteria:**

A response that meets the standard will present:

- A food service plan that will serve all eligible students.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Strengths	Reference
Sufficient funds are budgeted to support the proposed number of students for lunch.	Application pages are not numbered.
Concerns and Additional Questions	Reference
501 (c) (3) status has not been approved by IRS and is not eligible for funding under USDA Guidelines. The applicant requests a waiver from the ADE Rules Regarding Nutrition and Physical Activity Standards which conflicts with Child Nutrition policies outlined in proposal.	Application pages are not numbered.

### ***STANDARD 19 OF APPLICATION: PARENTAL INVOLVEMENT***

The Parental Involvement section should describe how parents or guardians of enrolled students will make a positive impact on the school and its educational program.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- A plan for involving parents and guardians in the school's education programs.

<b>Does Not Meet the Standard</b>	<b>Partially Meets the Standard</b>	<b>Meets the Standard</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<b>Strengths</b>	<b>Reference</b>
Many opportunities for parents and guardians are provided throughout the application. Power School Student Information System will be used.	Application pages are not numbered.
<b>Concerns and Additional Questions</b>	<b>Reference</b>

## STANDARD 20 OF APPLICATION: WAIVERS

The Waivers section should provide describe any waiver from local or state law for which the charter is seeking.

### Evaluation Criteria:

A response that meets the standard will present:

- A persuasive explanation of any waiver requests; and
- A compelling description of how the school will address any waivers.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
Concerns and Additional Questions	Reference
There is a lack of persuasive explanation of most of the waiver requests. Compelling descriptions are not presented for all waivers.	Application pages are not numbered.
Legal Comments	Reference
<p>Ark. Code Ann. § 6-15-902 (Grading Scale): If such a waiver is granted, it should be as to non-core (i.e. elective) courses only.</p> <p>Ark. Code Ann. §§ 6-15-1004, 6-17-401 and 6-17-902 and Section 15.03 of the Department's Rules Governing Standards for Accreditation for Public School Districts:</p> <ul style="list-style-type: none"> <li>• The State Board may (but is not required to) waive the teacher certification requirement. However, the Board may not waive the requirements that charter school teachers have a bachelor's degree and meet content knowledge requirements <u>if they teach core subjects</u>.</li> <li>• No waiver shall be granted to any Arkansas statutes nor Department Rules governing requirements for highly qualified teachers.</li> <li>• The ADE Rules Governing the Arkansas Comprehensive Testing, Assessment and Accountability Program, Sections 5.02.4 and 5.03.2, requires that standardized assessments be administered according to procedures established by the ADE. The ADE's procedures require that certified teachers administer the standardized assessments. Violations of such procedures are subject to sanctions by the State Board pursuant to Ark. Code Ann. § 6-15-438.</li> <li>• All teachers and school personnel must submit to the criminal background checks.</li> </ul> <p>ADE Rules Regarding Eye and Vision Screening: These Rules cannot be waived, as they implement Arkansas statutes which specifically apply to charter schools as well as public schools in school districts.</p>	Application pages are not numbered.

ADE Rules Regarding Nutrition and Physical Activity Standards: to the extent that these Rules address areas governed by Title 20 of the Arkansas Code (specifically Ark. Code Ann. § 20-7-133 through 20-7-135) and Federal laws and regulations, these Rules cannot be waived. (see Ark. Code Ann. § 6-23-103(2)).

### ***STANDARD 21 OF APPLICATION: DESEGREGATION ASSURANCES***

The Desegregation Assurances section should describe the applicant's understanding of applicable statutory and regulatory obligations to create and maintain a unitary system of desegregated public schools.

#### **Evaluation Criteria:**

A response that meets the standard will present:

- Assurance that the charter school will comply with all applicable federal and state statutory and regulatory requirements regarding the creation and maintenance of desegregated public schools; and
- An outline of the potential impact of the proposed charter school on those desegregation efforts already in place in affected public school districts.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
Concerns and Additional Questions	Reference
The application does not include an assurance statement regarding desegregation.	

### ***ADDITIONAL COMMENTS:***

***LITTLE ROCK URBAN PREP FOR YOUNG MEN***

**RESPONSE TO**

**2008-2009 PUBLIC CHARTER SCHOOL APPLICATION EVALUATION REPORT**

**REVIEW BY**

**ARKANSAS DEPARTMENT OF EDUCATION**

**CHARTER SCHOOL OFFICE**

**RESPONSE BY**

**JACKIE JACKSON**

**Board of Trustee, President**

**LR URBAN PREP, INC**

**11606 W. STONEY POINT CT.**

**LITTLE ROCK, AR 72211**

**501-744-4883**

**Attachments:**

**Standard 1: Advertisement Invoice**

**Standard 2: Local School District's Mail Receipts**

**Standard 9: Student Numbers on Leaving Local Districts**

**Standard 13: Revised Corrected Budgets (2)**

- 1. With ELL & NSLA**
- 2. Without ELL & NSLA**

**RECEIVED**  
**OCT 17 2008**

**CHARTER SCHOOL OFFICE**

## RESPONSE TO ADE REVIEW OF CHARTER APPLICATION

16 October 2008

Little Rock Urban Prep for Young Men appreciates the input provided by ADE staff members and has made changes, as suggested, or is offering clarification as follows for specific standards.

### STANDARD 1 and 2: Public Hearings

ADE Response: No evidence of the three newspaper ads was provided. A copy of the document sent to superintendents and boards of contiguous districts ... is not provided.

\* Each section of the review states that pages were not numbered. Both the original hard copies and the CD version of the application were numbered, beginning with Standard One, in the top, right hand corner with the grey scale phrase "Little Rock Urban Prep for Young Men - 1". This has been clarified with ADE staff.

Copies of the newspaper ads were included, but as further evidence, LR\_UP has provided an invoice from the *Democrat-Gazette* detailing the ads. Copies of the ad in Spanish were distributed to neighborhood markets and stores patronized by members of the Latino population. A copy of that flyer was included in the original application packet. Superintendents and Boards were sent copies of the ad language. Please find attached another copy of the information sent to Superintendents and Boards. A mail receipt demonstrating that each contiguous district received the information was included in the original application.

### STANDARD 4: Mission Statement

ADE Response: There is no statement of how goals will be measured.

Please see Standard 7, page 13: Specific Measurable Goals.

### STANDARD 9: Geographical Service Area

ADE Response: No information regarding contiguous school districts. Lacks data regarding expected number of students to transfer to the charter school.

Little Rock Urban Prep for Young Men expects that most students will come from the LRSD, private schools, other charter schools, and home schools; with very few coming from contiguous districts. The only contiguous districts likely to be impacted, even very slightly, might be NLRSD and/or PCSSD.

The NLRSD has an enrollment of approximately 9,849, which is an increase of more than 100 students from last year. The PCSSD has an enrollment of approximately 18,587, which is an increase of 199 students from last year. By

averaging student test scores for math across all grades, and English across all grades, Arkansas districts can be compared by rank. The LRSD ranks number 217 out of 249 districts. The PCSSD ranks number 201 out of 249 districts. The NLRSD ranks number 212 out of 249 districts.

It is almost impossible to estimate the number of students that will transfer into LR\_UP with any certainty. A very rough estimate might be to expect 8% (22 students) to transfer from private schools; 6% (16 students) to transfer from home schools; 3% (8 students) to transfer from other charter schools; 70% (191) from LRSD; 7% (19) from PCSSD; and 6% (16 students) from NLRSD.

As to the effect on the traditional public schools, it is clear there would be little threat to PCSSD or NLRSD. It is anticipated that up to 75% of LR\_UP's enrollment will be minority. If we assume that LR\_UP draws 143 minority students from the LRSD, there will be consequences, but we hold they will be positive consequences. The LRSD enrollment is approximately 76% (20,216 students). If LR\_UP absorbs 143 of LRSD's minority/majority students student ratio actually improves.

From a financial standpoint, the loss of students to the charter school will actually provide additional per pupil funds for each remaining student. The argument that the loss of students to a charter school will leave the local district unable to provide a quality education for those students remaining is an incorrect assertion.

Actually, the opposite is true. Even considering the "cumulative" effect if LRSD and the other currently approved charters in Little Rock achieved *maximum* enrollment. As you can see on the attached sheet "Funding That Will Leave the LRSD..." , if 1,054 students leave the LRSD their expenses for educating those students will decrease by \$12,545,762, while their loss of revenue will be only \$6,649,782 (the district will retain all desegregation supplemental funding; ad valorem tax, turn back, etc., only certain per pupil funding follows the child to the charter). This will leave the LRSD with funding that can be redistributed to the remaining students at the rate of \$231 per student.

Any finding of potential financial effect alone is ineffectual as a basis to disapprove the charter application submitted. Although there are no standing decisions from courts setting precedent for Arkansas, courts in New Jersey, New York, Florida and Colorado have opined that denial of charter applications on the basis of potential financial impact on other schools is invalid.



**STANDARD 11: Enrollment Criteria**

**ADE Response:** Concern - Several exemptions...such as founding members children and siblings; children of faculty and staff being given preference by not being in the lottery.

§ A.C.A. 6-23-306(14)(B)(ii) et. seq - However, an open enrollment public charter school may allow a preference for: Children of the founding members of the eligible entity. Siblings of students currently enrolled in the school.

§ A.C.A. 6-18-203(b)(1) - The children or wards of any person who is at least a half-time employee of a public school in one (1) school district in this state or is employed full time by an education service cooperative and is a resident of another school district in this state shall be entitled to be enrolled in and to attend school in either the district in which the parent or guardian resides, the district in which the parent or guardian is at least a half-time employee of a public school, or any district located in the county where the main office of the education service cooperative is located.

**STANDARD 13: Business and Budgeting Plan**

**ADE Response:** The school will not receive NSLA or ELL funds for their first year of operation since it is based on prior year data.

We have provided budget templates for two scenarios; one if the school is denied NSLA and ELL funding, as indicated above, and one that includes those amounts. We respectfully request that this issue be reviewed by ADE staff, and members of the SBE if necessary in the hope that more equitable first year funding can be approved for charter schools. It was our understanding that this issue had been resolved last year.

The Arkansas charter law provides that public charter schools are eligible for state and federal funding allocated to all traditional public schools. And, they are required to serve the same special populations. Public charter schools are required to file a *School Improvement Plan* during their first semester. That document stipulates, among other things, how their federal title funding will be spent. Traditional districts receive federal title funds based on their prior year enrollment of eligible students. From the inception of public charter schools, their first year federal title funding has been provided based on an estimate of enrolled students, provided before school begins. The current due date for the list of enrolled students is July 30. Subsequent years are funded as in other districts, based on previous year enrollment. The statute that addresses charter school funding follows:

§6-23-501. Funding for open-enrollment public charter schools.

(a)(1) An open-enrollment public charter school shall receive funds

equal to the amount that a public school would receive under § 6-20-2305(a) and (b) as well as any other funding that a public charter school is entitled to receive under law or pursuant to rules promulgated by the State Board of Education.

(2) Funding for an open-enrollment public charter school shall be based upon the current year three-quarter average daily membership of the open-enrollment public charter school as follows:

(A) The initial funding estimate for each school year shall be based on enrollment as of July 30 preceding the school year in which the students are to attend;

(B) In December, funding will be adjusted based on the first quarter first-quarter average daily membership; and

(C) A final adjustment will be made after the current year three-quarter average daily membership is established.

(3) Funding for an open-enrollment public charter school shall be paid in twelve (12) equal installments each fiscal year.

(b) An open-enrollment public charter school may receive other any state and federal aids, grants, and revenue as may be provided by law.

Public charter schools have been receiving all state and federal funds, with the exception of facility funds, that are due to them from 2001 to date. With two exceptions, National School Lunch Act (NSLA) funds and English Language Learner (ELL) funds. NSLA funds are funds to supplement the education of children from poverty backgrounds. It is based on the number of students eligible for Free/Reduced lunches. ELL funds provide partial funding for mandated services for children whose first language is not English. Prior to the 2004-2005 school year, these funds were distributed to all districts based on current year enrollment. In 2004, based on Act 59 of the 2003 Legislative Session, the language was changed from *current* to *previous*.

The count for federal title funds is also based on the number of children eligible for free/reduced lunches in the previous year. However, the ADE has established a procedure whereby funding for charters in the first year is based on enrollment figures turned in by July 30 to provide funding for the current school year in a school's inaugural year.

We would like for the ADE and the SBE to consider applying that same procedure to NSLA funds and ELL funds.

**STANDARD 14: Audit Plan**

**ADE Response:** The application does not include any process for having their financial records audited by the Division of Legislative Audit.

The LR\_UP Audit/Finance Committee will incorporate into the contract of any CPA firm hired to perform the independent audit required for a 501(c)(3) entity all of the additional audit requirements necessary to meet A.C.A. §6-23-403 and the Rules and Regulations set out by the State Board of Education. Those requirements will include all of the necessary actions required to not only prepare the audit to Division of Legislative Audit standards, but also the requirement to transmit all reports to the Division within timelines established by the Division.

12.03 The submission to an annual certified audit as required by Ark. Code Ann. §6-23-101 et seq., shall be made according to Arkansas Law and to the Department of Education fiscal regulations and time lines. Failure to submit such audit in a timely manner shall result in suspension of state aid payments until such audit is received by the Department of Education. The school's fiscal year shall run from July 1 through June 30.

12.04 All open-enrollment public charter schools operated by an organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code are subject to the same auditing and accounting requirements as any other public school district in the state.

**STANDARD 16: Facilities**

**ADE Response:** The current agreement does not contain the language required by §A.C.A. 6-23-503(b)(1)

This language was unintentionally omitted in the final version of the agreement. An amended agreement with the following will be executed and delivered to the SBE before the November 3rd hearing.

*No indebtedness of any kind incurred or created by the open-enrollment public charter school shall constitute an indebtedness of the state or its political subdivisions, and no indebtedness of the open-enrollment public charter school shall involve or be secured by the faith, credit, or taxing power of the state or its political subdivisions.*

**STANDARD 20: Waivers**

**ADE Response:** Compelling descriptions are not presented for all waivers. Notes pertaining to ACTAP and criminal background checks.

No new waiver requests were submitted. Each request has been granted to all other requesting applicants in the past two years; most have been granted since 2001.

The applicant is not asking a waiver from the requirement that certified personnel administer the ACTAP exam.

The applicant states in the original application that all teachers and school personnel will submit to a criminal background check. Further, the applicant will require all school volunteers having direct access to students to submit to a criminal background check.

<b>STANDARD 21: Desegregation Assurances</b> <b>ADE Response: Assurance statement missing.</b>
---

Applicant mistakenly thought that the *Statement of Assurances* form included this assurance. Please accept the following assurance to be incorporated into the charter:

*Little Rock Urban Prep for Young men will comply with all applicable federal and state statutory and regulatory requirements regarding the creation and maintenance of a desegregated public school.*

1 ARKANSAS DEMOCRAT-GAZETTE, INC  
PO BOX 2221  
LITTLE ROCK, AR 72203  
(501) 399-3660

4 BILLING DATE	6 TERMS OF PAYMENT	3 INVOICE NUMBER	PAGE
08/31/08	09/15/08	443610	1
9 ADVERTISER / CLIENT NAME			

2 LITTLE ROCK URBAN PREP, INC  
11606 W STONEY PT  
LITTLE ROCK AR 72211

7 BILLED ACCOUNT NUMBER	8 ADV. / CLIENT NUMBER
1611458	
5 BILLING PERIOD	
08/01/08 08/31/08	
ADVERTISING DEPARTMENT	
RETAIL DISPLAY	

10 DATE	12	DESCRIPTION	CLASS/TYPE	15 DIMENSIONS	16 TIMES	17 BILLED UNITS	U/M	18 RATE	19 AMOUNT
07/31/08		BALANCE FORWARD							1,462.08CR
PUBLICATION: DEMOCRAT-GAZETTE - RETAIL ADV.									
08/04/08		MSA		2x4.00	1	8.00in		60.920	487.36
08/11/08		MSA		2x4.00	1	8.00in		60.920	487.36
08/18/08		MSA		2x4.00	1	8.00in		60.920	487.36
Publication Totals:								\$1,462.08	

24 AGING			
JULY	JUNE	MAY	OVER 3 MONTHS
0.00	0.00	0.00	0.00

21 AMOUNT
0.00
25
0.00

THANKS FOR ADVERTISING IN THE ARKANSAS DEMOCRAT-GAZETTE!

28 P.O. Box 2221  
BUSINESS OFFICE - RETAIL DISPLAY  
LITTLE ROCK, AR 72203

27 BILLED ACCOUNT NAME
LITTLE ROCK URBAN PREP, INC

26 BILLED ACCOUNT NO.	4 BILLING DATE	3 INVOICE NO.	25 TOTAL AMOUNT DUE
1611458	08/31/08	443610	0.00

TO INSURE PROPER CREDIT, PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT.

Standard 2

**Letter of Intent to Apply**

**Open enrollment Public Charter School**

**Name of Eligible Entity:** Little Rock Urban Prep, Inc.

**Contact Person**      **Name:** Jackie Jackson

**Mailing Address:** 11606 W. Stoney Point Ct.

**Daytime Phone:** 501-744-4883

**Fax:** 501-217-0522

**Email:** jjackson1511@sbcglobal.net

**Description of eligible entity:** Nonprofit Corporation - 501c3 Tax Exempt Status Pending

**Name of Proposed School:** Little Rock Urban Prep for Young Men

**Location of Proposed School:** Little Rock

**Grade Levels of Proposed School:** K-5


**Purpose or Special Emphasis of Proposed School:** Leadership and College Preparation for Young Men


**Contact Signature:** \_\_\_\_\_

*Jackie Jackson*

**Cc:** Local School Board Directors

Standard 2

		<b>EXPRESS MAIL</b>		<b>Customer Copy</b> Form 3800, March 2004	
E8 72744 7217 US		UNITED STATES POSTAL SERVICE			
<b>DELIVERY ADDRESS ONLY</b>					
Postage Code <b>72206</b>		Day of Delivery <b>8/28/08</b>		Postage <b>12.60</b>	
Delivery Date <b>8/28/08</b>		Return Receipt Fee <b>0.00</b>		Delivery Date <b>8/28/08</b>	
Time Accepted <b>2:07 PM</b>		Scheduled Time of Delivery <b>4:30 PM</b>		COD Fee <b>0.00</b>	
Flat Rate <b>33</b>		Int'l Affix Country Code <b>USA</b>		Acceptance Initials <b>121</b>	
TO: (PLEASE PRINT) <b>Kenneth Kirspe</b> <b>MLR SD</b> <b>2700 Porter St</b> <b>North Little Rock, AR</b>					
ZIP + 4 (U.S. ADDRESS ONLY. DO NOT USE FOR FOREIGN POSTAL CODES) <b>72714</b>					

		<b>EXPRESS MAIL</b>		<b>Customer Copy</b> Form 3800, March 2004	
E8 72206 7217 US		UNITED STATES POSTAL SERVICE			
<b>DELIVERY ADDRESS ONLY</b>					
Postage Code <b>72206</b>		Day of Delivery <b>8/28/08</b>		Postage <b>12.60</b>	
Delivery Date <b>8/28/08</b>		Return Receipt Fee <b>0.00</b>		Delivery Date <b>8/28/08</b>	
Time Accepted <b>2:05 PM</b>		Scheduled Time of Delivery <b>4:30 PM</b>		COD Fee <b>0.00</b>	
Flat Rate <b>33</b>		Int'l Affix Country Code <b>USA</b>		Acceptance Initials <b>121</b>	
TO: (PLEASE PRINT) <b>Dr. Linda Watson</b> <b>LRSD</b> <b>810 W. Markham Street</b> <b>Little Rock, AR</b>					
ZIP + 4 (U.S. ADDRESS ONLY. DO NOT USE FOR FOREIGN POSTAL CODES) <b>72207</b>					

FOR PICKUP OR TRACKING  
[www.usps.com](http://www.usps.com)  
 Call 1-800-222-1811

[illegible]



# Standard 9

Funding that will leave the LRSD with the student

Proposed Charter	Total Enrollment Yr. 1	Projected Enrollment from LRSD	State Foundation Aid & Enhancement (\$5,700)	State Prof. Dev. (\$41)	ELL (\$293 x 10% enroll.)	NSLA (\$440 x 65% of enroll)	Spec. Educ. (\$1,000 x 12% of enroll)	Fed. Categorical (\$350 x FR/L))	Tot. Rev. & Fund Bal.	\$ Per Pupil
e-STEM Elem.	360	270	\$ 1,539,000	\$ 11,070	\$ 7,911	\$ 77,220	\$ 32,400	\$ 61,425	\$ 1,729,026	\$ 6,404
e-STEM Middle	396	297	\$ 1,692,900	\$ 12,177	\$ 8,790	\$ 84,942	\$ 35,640	\$ 67,568	\$ 1,902,017	\$ 6,404
e-STEM High	100	75	\$ 427,500	\$ 3,075	\$ 2,344	\$ 21,450	\$ 9,000	\$ 17,063	\$ 480,432	\$ 6,404
									\$ 6,404	\$ 6,404
Covenant Keepers	180	162	\$ 823,400	\$ 6,642	\$ 4,688	\$ 46,332	\$ 19,440	\$ 36,855	\$ 937,357	\$ 6,404
LR_UP	273	150	\$ 855,000	\$ 6,150	\$ 4,395	\$ 42,900	\$ 18,000	\$ 34,125	\$ 960,570	\$ 6,404
LISA	300	100	\$ 570,000	\$ 4,100	\$ 2,930	\$ 28,600	\$ 12,000	\$ 22,750	\$ 640,380	\$ 6,404
Total	1609	1054	\$ 5,907,800	\$ 43,214	\$ 31,058	\$ 301,444	\$ 126,480	\$ 239,786	\$ 6,649,782	
LRSD	26,600								\$ 316,623,832	\$ 11,903

\$11,903 includes ad valorem tax, county turn back, and desegregation funds; in total \$5,499 per student that will remain w/LRSD for children they no longer have to serve.

Student  
funding  
that will not  
follow  
student  
and will  
become  
add'l  
funding for  
remaining  
students

## Little Rock Urban Prep for Young Men - FY 09-10 Budget

<b>Revenues</b>	<b>Amount</b>	<b>Total</b>
State Public Charter School Aid:		
No. of Students (273) x \$5,789	\$ 1,580,397	
No. of Students (273) x \$36 Enhancement Funding	\$ 9,828	
Total State Charter School Aid	\$ 1,590,225	\$ 1,590,225
Other Sources of Revenues:		
Private Donations or Gifts	\$ 230,000	
Federal Grants	\$ 150,000	\$ 380,000
Other:		
ELL \$293 per eligible student (27)	\$ 7,911	
NSLA \$496 per eligible student (167)	\$ 82,832	
Professional Development \$50 per student	\$ 13,650	
Spec. Educ Supervisor \$8 per student	\$ 2,184	
Spec. Education \$1,200 per eligible student (33)	\$ 39,600	
Federal Title Funds \$350 per student	\$ 95,550	
School Lunch payments and reimbursement	\$ 112,500	
Total Other Sources of Revenues		\$ 354,227
<b>Total Revenues</b>		<b>\$ 2,324,452</b>

<b>Expenditures</b>	<b>Amount</b>	<b>Total</b>
<b>Administration:</b>		
Salaries: (No. of Positions 2.0 )	\$ 131,500	
Fringe Benefits	\$ 35,597	
Purchased Services	\$ -	
Supplies and Materials	\$ 3,600	
Equipment	\$ 4,000	
Other (Professional Dev)	\$ 2,400	\$ 177,097
<b>Regular Classroom Instruction:</b>		
Salaries: (No. of Positions 19.0 )	\$ 831,000	
Fringe Benefits	\$ 237,167	
Purchased Services	\$ 17,744	
Supplies and Materials	\$ 121,567	
Equipment	\$ 38,000	
Other (Professional Dev)	\$ 11,400	\$ 1,256,878

**Special Education:**

Salaries: (No. of Positions 1.0 )	\$	45,000	
Fringe Benefits	\$	12,788	
Purchased Services	\$	5,000	
Supplies and Materials	\$	5,872	
Equipment	\$	2,000	
Other (Professional Dev)	\$	600	\$ 71,260

**Alternative Education (ELL)**

Salaries: (No. of Positions .50 )	\$	22,500	
Fringe Benefits	\$	7,354	
Purchased Services	\$	2,000	
Supplies and Materials	\$	5,872	
Equipment	\$	2,000	
Other (Professional Dev)	\$	600	\$ 40,326

**Guidance Services:**

Salaries: (No. of Positions )	\$	-	
Fringe Benefits	\$	-	
Purchased Services	\$	5,000	
Supplies and Materials	\$	-	
Equipment	\$	-	
Other	\$	-	\$ 5,000

**Health Services:**

Salaries: (No. of Positions )	\$	-	
Fringe Benefits	\$	-	
Purchased Services	\$	5,000	
Supplies and Materials	\$	500	
Equipment	\$	-	
Other (Professional Dev)	\$	600	\$ 6,100

**Media Services:**

Salaries: (No. of Positions )	\$	-	
Fringe Benefits	\$	-	
Purchased Services	\$	9,600	
Supplies and Materials	\$	10,000	
Equipment	\$	45,000	
Other (Professional Dev)	\$	-	\$ 64,600

**Fiscal Services:**

Salaries: (No. of Positions 1.0 )	\$	30,000	
Fringe Benefits	\$	9,165	

Purchased Services	\$	10,000		
Supplies and Materials	\$	2,000		
Equipment	\$	2,000		
Other (Professional Dev)	\$	600	\$	53,765

**Maintenance and Operation:**

Salaries: (No. of Positions )	\$	-		
Fringe Benefits	\$	-		
Purchased Services	\$	16,800		
Supplies and Materials	\$	3,600		
Equipment	\$	-		
Other	\$	-	\$	20,400

**Pupil Transportation:**

Salaries: (No. of Positions )	\$	-		
Fringe Benefits	\$	-		
Purchased Services	\$	6,600		
Supplies and Materials	\$	-		
Equipment	\$	-		
Other	\$	-	\$	6,600

**Food Services:**

Salaries: (No. of Positions )	\$	-		
Fringe Benefits	\$	-		
Purchased Services	\$	135,000		
Supplies and Materials				
Equipment	\$	1,500	\$	136,500
Other				

**Data Processing:**

Salaries: (No. of Positions 1.0 )	\$	23,000		
Fringe Benefits	\$	7,475		
Purchased Services	\$	-		
Supplies and Materials	\$	2,000		
Equipment	\$	2,000		
Other (Professional Dev.)	\$	600	\$	35,075

**Substitute Personnel:**

Salaries: (No. of Positions )	\$	-		
Fringe Benefits	\$	-		
Purchased Services	\$	3,600	\$	3,600

**Facilities:**

Lease/Purchase (contract for 1 yr. including upgrades)	\$	338,000		
Please list upgrades - Playground Equipment	\$	25,000	\$	363,000

**Utilities (contract for 1 yr)**

	\$	17,400	\$	17,400
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**Insurance:**

Liability	\$	4,000		
Content	\$	6,000		
Property	\$	2,000	\$	12,000

**Other Expenditures:**

Scholarships for Uniforms	\$	6,000		
Legal Services	\$	8,000		
Field Trips	\$	3,000	\$	17,000

<b>Total Expenditure</b>			<b>\$</b>	<b>2,286,601</b>
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<b>Reserve</b>			<b>\$</b>	<b>37,851</b>
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## Little Rock Urban Prep for Young Men - FY 09-10 Budget

<b>Revenues</b>	<b>Amount</b>	<b>Total</b>
State Public Charter School Aid:		
No. of Students (273) x \$5,789	\$ 1,580,397	
No. of Students (273) x \$36 Enhancement Funding	\$ 9,828	
Total State Charter School Aid	\$ 1,590,225	\$ 1,590,225
Other Sources of Revenues:		
Private Donations or Gifts	\$ 230,000	
Federal Grants	\$ 150,000	\$ 380,000
Other:		
ELL \$293 per eligible student (27)	\$ 7,911	
NSLA \$496 per eligible student (167)	\$ 82,832	
Professional Development \$50 per student	\$ 13,650	
Spec. Educ Supervisor \$8 per student	\$ 2,184	
Spec. Education \$1,200 per eligible student (33)	\$ 39,600	
Federal Title Funds \$350 per student	\$ 95,550	
School Lunch payments and reimbursement	\$ 112,500	
Total Other Sources of Revenues		\$ 263,484
<b>Total Revenues</b>		<b>\$ 2,233,709</b>

<b>Expenditures</b>	<b>Amount</b>	<b>Total</b>
<b>Administration:</b>		
Salaries: (No. of Positions 2.0 )	\$ 131,500	
Fringe Benefits	\$ 35,597	
Purchased Services	\$ -	
Supplies and Materials	\$ 3,600	
Equipment	\$ 4,000	
Other (Professional Dev)	\$ 2,400	\$ 177,097
<b>Regular Classroom Instruction:</b>		
Salaries: (No. of Positions 19.0 )	\$ 831,000	
Fringe Benefits	\$ 237,167	
Purchased Services	\$ 12,000	
Supplies and Materials	\$ 121,567	
Equipment	\$ 38,000	
Other (Professional Dev)	\$ 11,400	\$ 1,251,134

**Special Education:**



Salaries: (No. of Positions 1.0 )	\$	45,000	
Fringe Benefits	\$	12,788	
Purchased Services	\$	5,000	
Supplies and Materials	\$	3,000	
Equipment	\$	2,000	
Other (Professional Dev)	\$	600	\$ 68,388

**Alternative Education (ELL)**

Salaries: (No. of Positions .50 )	\$	22,500	
Fringe Benefits	\$	7,354	
Purchased Services	\$	2,000	
Supplies and Materials	\$	2,000	
Equipment	\$	500	
Other (Professional Dev)	\$	600	
			\$ 34,954

**Guidance Services:**

Salaries: (No. of Positions )	\$	-	
Fringe Benefits	\$	-	
Purchased Services	\$	5,000	
Supplies and Materials	\$	-	
Equipment	\$	-	
Other	\$	-	\$ 5,000

**Health Services:**

Salaries: (No. of Positions )	\$	-	
Fringe Benefits	\$	-	
Purchased Services	\$	5,000	
Supplies and Materials	\$	500	
Equipment	\$	-	
Other (Professional Dev)	\$	-	\$ 5,500

**Media Services:**

Salaries: (No. of Positions )	\$	-	
Fringe Benefits	\$	-	
Purchased Services	\$	6,000	
Supplies and Materials	\$	10,000	
Equipment	\$	30,000	
Other (Professional Dev)	\$	-	\$ 46,000

**Fiscal Services:**

Salaries: (No. of Positions 1.0 )	\$	30,000	
Fringe Benefits	\$	9,165	

Purchased Services	\$	10,000	
Supplies and Materials	\$	2,000	
Equipment	\$	2,000	
Other (Professional Dev)	\$	-	\$ 53,165

**Maintenance and Operation:**

Salaries: (No. of Positions )	\$	-	
Fringe Benefits	\$	-	
Purchased Services	\$	16,800	
Supplies and Materials	\$	3,600	
Equipment	\$	-	
Other	\$	-	\$ 20,400

**Pupil Transportation:**

Salaries: (No. of Positions )	\$	-	
Fringe Benefits	\$	-	
Purchased Services	\$	6,600	
Supplies and Materials	\$	-	
Equipment	\$	-	
Other	\$	-	\$ 6,600

**Food Services:**

Salaries: (No. of Positions )	\$	-	
Fringe Benefits	\$	-	
Purchased Services	\$	135,000	
Supplies and Materials			
Equipment	\$	-	\$ 135,000
Other			

**Data Processing:**

Salaries: (No. of Positions 1.0 )	\$	23,000	
Fringe Benefits	\$	7,475	
Purchased Services	\$	-	
Supplies and Materials	\$	2,000	
Equipment	\$	2,000	
Other (Professional Dev.)	\$	-	\$ 34,475

**Substitute Personnel:**

Salaries: (No. of Positions )	\$	-	
Fringe Benefits	\$	-	
Purchased Services	\$	3,600	\$ 3,600

**Facilities:**

Lease/Purchase (contract for 1 yr. including upgrades)	\$	338,000	
Please list upgrades - Playground Equipment (Materials Only)	\$	4,000	\$ 342,000

<b>Utilities (contract for 1 yr)</b>	\$	17,400	\$ 17,400
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## Insurance:

Liability	\$	4,000	
Content	\$	6,000	
Property	\$	2,000	\$ 12,000

**Other Expenditures:**

Scholarships for Uniforms	\$	4,000	
Legal Services	\$	4,000	
Field Trips	\$	-	\$ 8,000

<b>Total Expenditure</b>			<b>\$ 2,220,713</b>
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<b>Reserve</b>			<b>\$ 12,996</b>
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