

401 Main St. Suite 200,
North Little Rock, AR
72114 (501) 374-5001
arics.org



January 10, 2023

Ms. Dorie Summons
Director of Public Charter Schools
Arkansas Department of Education
Division of Elementary and Secondary Education
Four Capitol Mall, Box 26
Little Rock, AR 72201

Re: Arkansas Lighthouse Charter Schools Charter Amendment Request

Dear Ms. Summons:

Pursuant to Section 4.02.4 of the ADE Rules Governing Public Charter Schools, I have enclosed a completed Charter Amendment Form (with the required attachments and related documents) for the purpose of requesting the following amendments to our charter:

- 1.) Transfer the Pine Bluff Lighthouse Elementary and Middle Schools, located at 708 West 2nd Avenue, Pine Bluff, AR 71601, and Capital City Lighthouse School, located at 3901 Virginia Drive, North Little Rock, AR 72118, to Friendship Education Foundation, the sponsoring entity of Friendship Aspire Arkansas Schools;
 - a.) Starting July 1, 2023, the current Capital City Lighthouse school will be operated as a Friendship Aspire school, and the current Pine Bluff Lighthouse Elementary and Middle Schools will be closed, and
 - b.) Existing Friendship Aspire Schools in Pine Bluff will absorb the students from the Pine Bluff Lighthouse Elementary and Middle Schools; and
- 2.) The Arkansas Lighthouse Charter Schools, Inc. charter will continue with all of the Jacksonville Lighthouse Charter School campuses remaining in operation and with its enrollment cap reduced by five hundred (500) students.

I am requesting that this amendment request be placed on the February, 2023 agenda of the Charter Authorizing Panel for consideration.

I am also contemporaneously sending a copy of this notice letter and the enclosed Charter Amendment Form with attachments and related documents to the Superintendents of the North Little Rock and Pine Bluff School Districts.

Sincerely,

LaShawnDa Noel
Chief Executive Officer/Superintendent
Arkansas Lighthouse Charter Schools

Cc: Superintendent Gregory Pilewski
North Little Rock School District
2400 Willow Street
North Little Rock, AR 72114

Superintendent Barbara Warren
Pine Bluff School District
1215 West Pullen Street
Pine Bluff, AR 71601





LaShawnDa Noel <lashawnda.noel@arlcs.org>

Notification- Charter Request for Hearing

LaShawnDa Noel <lashawnda.noel@arlcs.org>
To: pilewskig@nlrsd.org, hoopert@nlrsd.org

Tue, Jan 10, 2023 at 10:52 AM

Good morning and Happy Tuesday, Superintendent Pilewski!

Attached, please find a letter addressed to Ms. Dorie Summons, Director of Public Charter at the Arkansas Department of Education Division of Elementary and Secondary Education regarding requests being made to the existing charter held by Arkansas Lighthouse Charter Schools. You are receiving this notice because one of the schools impacted is located in your area.

Please confirm receipt of this communication as soon as possible.

Should you have questions, feel free to contact me.

Best,
-L. Noel



LaShawnDa Noel
Chief Executive Officer/Superintendent
Arkansas Lighthouse Charter Schools
(501) 389-8173 | arlcs.org

CCLS and PBLCS to FAA.pdf
335K



LaShawnDa Noel <lashawnda.noel@arlcs.org>

Notification- Charter Request for Hearing

LaShawnDa Noel <lashawnda.noel@arlcs.org>

Tue, Jan 10, 2023 at 11:47 AM

To: jennifer.barbaree@pinebluffschools.org, phillip.carlock@pinebluffschools.org

Good morning and Happy Tuesday, Superintendent Barbaree!

Attached, please find a letter addressed to Ms. Dorie Summons, Director of Public Charter at the Arkansas Department of Education Division of Elementary and Secondary Education regarding requests being made to the existing charter held by Arkansas Lighthouse Charter Schools. You are receiving this notice because one of the schools impacted is located in your area.

Please confirm receipt of this communication as soon as possible.

Should you have questions, feel free to contact me.

Best,
-L. Noel



LaShawnDa Noel
Chief Executive Officer/Superintendent
Arkansas Lighthouse Charter Schools
(501) 389-8173 | arlcs.org



CCLS and PBLCS to FAA.pdf
335K

MEMORANDUM OF UNDERSTANDING (MOU; Memorandum of Understanding; or Agreement)
Between and Among
Arkansas Lighthouse Charter Schools, Inc.
And
Friendship Education Foundation/Friendship Aspire Academy PCS; and Friendship Aspire Arkansas

I. INTRODUCTORY STATEMENT

Arkansas Lighthouse Charter Schools, Inc. (ALCS or Transferor), **Friendship Aspire Academy PCS, Inc.** (Friendship; Friendship Aspire; Friendship Aspire Academy, or FAA), and the **Friendship Education Foundation** (FEF), a nonprofit CMO based in Little Rock, Arkansas (collectively “Transferee”), have agreed in principle to work together to ensure the continued operations of certain select schools that are currently part of the ALCS network of schools in the State of Arkansas, subject to certain changes and amendments that bring the schools into alignment with Transferee’s desired operational and academic model. The combined efforts of the parties to this MOU will result in the transfer of the assets, debts, liabilities, and operations of certain selected ALCS schools to the Friendship Aspire network of charter schools. FEF will manage and lead the school transition activities on behalf of Transferee through completion of the entire transition process. The overall goal of this MOU and the actions detailed herein is to support the transition of certain select schools in the ALCS network of schools, ensure that children have continuity in their education, maintain the sanctity of parents’ school choice, and ensure that an estimated 500 existing charter seats are not lost, depriving students and parents of preferred education options. It is the intent of the parties to make this transition as least disruptive as possible for students, families, and current staff. The parties understand and acknowledge that the transaction proposed in this MOU and the proposed Transition Plan require approval of the ALCS and FEF Boards of Directors and may require additional approval of certain third-party state agencies.—Contingent on the required approvals, the agreements delineated in this MOU are intended to be contractual in nature and fully binding on and enforceable against each party to this MOU.

STATEMENT OF PURPOSE

ALCS, through its duly authorized agent, hereby agrees to the transfer of the certain assets and operations of Capital City Lighthouse School and supports a request for an amendment to Friendship’s current charter to allow enrollment of students at the current Pine Bluff Lighthouse Academy Elementary and Middle Schools, both located at 708 West 2nd Avenue, Pine Bluff, AR 71601, and the Capital City Lighthouse School located at 3901 Virginia Drive, North Little Rock, AR 72118 for the purpose of continuity of the operations of those open-enrollment public charter schools and minimizing disruption to students and parents. The actions contemplated in this MOU will ensure the students currently enrolled at the affected ALCS campuses enjoy an uninterrupted educational experience at a Friendship Aspire School in the City of Pine Bluff and at the current Capital City Lighthouse School site in North Little Rock, Arkansas.

Relevant attachments to this MOU, which are incorporated herein, include:

- Transition Plan and Timeline – Exhibit 1
- Debt Schedule – Exhibit 2
- Lease/Mortgage Agreements – Exhibit 3
- Inventory List – Appendix A
- Contracts to be Assumed – Appendix B
- Separate Petitions for Charter Amendment Requests of ALCS and FAA, respectively – Appendix C

II. TERMS

- A. Transferor agrees to transfer the operations of Pine Bluff Lighthouse Elementary and Middle Schools and Capital City Lighthouse School in North Little Rock, Arkansas to Transferee, subject to approval of the state Charter Authorizer.
- B. Following amendment and transfer of the above-referenced schools, Transferor and Transferee agree to abide by all applicable sections, as required by DESE and/or the state Charter Authorizer, of the DESE Rules Governing Public Charter Schools.
- C. Friendship hereby agrees to apply for an amendment to Friendship's Charter, as a current existing open-enrollment public charter sponsoring entity, to operate at the current location of Capital City Lighthouse School and serve the existing students enrolled at that facility, and to absorb students currently enrolled at Transferee's Pine Bluff Lighthouse Elementary and Middle Schools into already-existing Friendship schools located in Pine Bluff, at which those students will be served.
- D. Transferor agrees to support Friendship's amendment application.
- E. To the extent possible, all utilities and other services and any assumed contracts shall be transferred into Friendship's name as of the effective date of the transfer of operations and assets so that no operating expense prorations are necessary. To the extent that such transfer of services or assumed contracts is not possible or impracticable, the parties shall prorate the expense(s) in such a manner that aligns with the date on which the parties are responsible for operations and/or had ownership of the underlying assets.
- F. ALCS will assist with and support transfer the mortgaged real property located at 3901 Virginia Drive, North Little Rock, AR 72118 (the "Property") to Friendship Education Foundation and assignment and assumption of the related mortgage debt owed to ALCS's lender, KLS, Inc ("Lender"). Lender approval of ALCS's or its support entity's assignment of and FEF's assumption of the mortgage debt on the Property or, alternatively, Lender approval of ALCS's or its support entity's assignment of the lease related to the Property is a condition precedent to the agreement of the parties related to the Capital City charter school. Likewise, to the extent that the lease between ALCS and Greater Second Baptist Church on the facilities located at 708 West 2nd Avenue, Pine Bluff, AR 71601, does not expire on its terms and cannot be cancelled, the lease will be assigned to and assumed by Transferee.
- G. Subject to price and terms agreeable to Transferor, Transferee shall have the option to purchase furniture, fixtures, and equipment located at the Property and located at ALCS's Pine Bluff campus ("Excluded Assets"), which are otherwise excluded assets for purposes of this Agreement. To the extent that the Excluded Assets are leased or otherwise encumbered, Transferee shall have the

option, subject to terms agreeable to Transferee and its lessor or lender, to assume the existing lease or other debt contract.

- H. There is no suit, action or proceeding, pending or threatened, against Transferor or Transferee which raises or would raise any question concerning the validity or enforceability of this Agreement or the transactions contemplated herein, nor any audit issues; Standards for Accreditation compliance issues, or any other accountability or regulatory issues.
- I. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.
- J. ALCS and Friendship acknowledge that this Agreement must be approved by DESE and/or the state Charter Authorizer.
- K. Transferor and Transferee agree to collaborate to develop and to cooperate to fully implement a transition plan.
- L. As between Transferee and Transferor, Transferor shall retain and have exclusive right to use and possession of the name "Arkansas Lighthouse Charter School(s)" "Lighthouse" and any derivation or semblance thereof. The current Capital City Lighthouse School shall be renamed by Friendship and all signage and reference to "Arkansas Lighthouse School(s)" or "Capital City Lighthouse" shall be removed by Transferee and use thereof discontinued by Transferee as soon as practicable but no later than one full month before the beginning of the next full school term.
- M. If any party fails to satisfy its obligations within a commercially reasonable time after final approval by the Board of Education and/or the state Charter Authorizer, but no later than one month before the beginning of the next full school term, either party may terminate this Agreement immediately with Notice to the other.
- N. The parties shall cooperate to provide such documents and other actions as are desirable and necessary to effectuate the terms of this Agreement.

III. SCOPE OF WORK

A. Legal/Process Considerations/Responsibilities (Part I)

Friendship's work will entail conversion of the Capital City Lighthouse Elementary School in North Little Rock, Arkansas, to Friendship Aspire Academy PCS (Friendship Aspire) and enrollment of students from the Pine Bluff (PB) Lighthouse Elementary and Middle Schools in Pine Bluff, Arkansas. The actions contemplated herein are expected to be executed before the start of the August 2023-2024 School Year. The parties' efforts will consist of (before August 2023):

1. Amendment of the ALCS and Friendship Aspire charters to allow Friendship Aspire to assume operations of the Capital City Lighthouse school in North Little Rock, Arkansas and allow Friendship Aspire to enroll of students from Pine Bluff Lighthouse Elementary and Middle Schools in Pine Bluff and approval of the amendment requests by the ALCS and Friendship Boards and Arkansas Charter Authorizer;
2. the ALCS Board transferring the Capital City property to FEF;
3. ALCS's closure of its current Pine Bluff Lighthouse Elementary and Middle School campuses on or before June 30, 2023;

4. Friendship Aspire's enrollment of returning ALCS Pine Bluff Elementary and Middle School students (pre-lottery placement; subject to State_Charter Authorizer approval) and placement of current eligible staff from the ALCS Pine Bluff Lighthouse campus (where reasonable and feasible to make such staff placements, as determined by FEF_or FAA as appropriate) in one of four Friendship Aspire Pine Bluff schools (two K-5 elementary schools, one 6-8 middle school, and one 9-12 high school; and
 5. Friendship Aspire's continuation of current operations of ALCS's Capital City K-6 campus in North Little Rock as a new Friendship Aspire K-3 school. (See Attachment 1: Phase One Activity Timeline)
- B. Shared Responsibilities Among Friendship Aspire; FEF; and ALCS
1. **Conduct Transition School Support Services** (from January 2023 through until May 2023):
 - a. Parties agree to operate under the terms of the MOU.
 - b. ALCS governing Board will continue to provide oversight of the day-to-day management of the operations and instruction of the schools that are the subject of the MOU through the end of the 2022-2023 SY (ends June 30, 2023).
 - c. Friendship Aspire and ALCS administrative staff will work together to transition complete control of Capital City Lighthouse school campus in North Little Rock, Arkansas to FEF by July 1, 2023.
 - d. On July 1, 2023, FEF will assume sole responsibility for the day-to-day management and instruction of the Capital City Lighthouse school campus in North Little Rock, Arkansas that is the subject of this MOU.
 - e. On July 1, 2023, the ALCS governing Board will transition its governance authority of the Capital City Lighthouse school campus in North Little Rock school to the Friendship Board.
 - f. On or about August 21, 2023, students at the ALCS Elementary and Middle school campus in Pine Bluff and the Capital City Lighthouse school campus in North Little Rock, Arkansas will be fully transitioned to Friendship Aspire schools.
- C. Friendship Aspire's Legal/Process Considerations/Responsibilities (Part II)
1. **Seek approval from the Arkansas State Charter Authorizer to Engage in Transition Activities that include Expanding Student Enrollment in Pine Bluff and Adding a Single School to its Existing LEA** (beginning January 15, 2023)
 - a. Submit a formal request to the state charter authorizer to expand student enrollment at all of its Pine Bluff school campuses and take over the operations of the former ALCS single K-5 campus, Capital City Lighthouse school campus in North Little Rock, Arkansas (effective July 1, 2023 at 12:01 a.m.).
 - b. FAA will assume sole responsibility for the day-to-day management and fiscal responsibility of the Capital City Lighthouse campus and the school's instruction, staff,

academic accountability, and operations North Little Rock campus at 12:01 a.m. on July 1, 2023 (the end of the 2022-2023 school year).

- c. Accept eligible students enrolled by ALCS in Pine Bluff during the 2022-23 school term (pre-lottery enrollment; subject to State Charter_Authorizer approval) into one or more of its four Friendship Aspire Pine Bluff schools (two Elementary, one middle, and one high school).
- d. Where reasonable, FAA agrees to rehire eligible ALCS instructional staff (teachers), school operational staff, and administrative staff at Pine Bluff and Capital City Lighthouse schools only (in accordance with Section IV. A. 4., above).
- e. Assume full responsibility those debts, liabilities, and legal obligations of ALCS specified in a Debt Schedule provided by ALCS prior to execution of this MOU ("Assumed Liabilities"), and such related debts, liabilities, and legal obligations as are inadvertently omitted but reasonably related to the Assumed Liabilities or operations of the transferred school facilities after the transfer date.
- f. Execute such documents as are reasonably necessary to accept transfer of the real property and improvements on the Capital City school campus in North Little Rock and the Assumed Liabilities related to the real property and improvements, which shall include, without limitation, execution of an assignment and assumption agreement, purchase and sale agreement, and such other documents as are necessary and desirable to effectuate the transfer of the asset and liabilities.
- g. Continue to operate under one single LEA.
- h. Maintain one state-wide governing board. There is no expectation that current ALCS School Board members would join the Friendship Governing Board.

D. Friendship Considerations

1. **Additional Education Intervention and Support for Students is Needed** – Friendship recognizes that the students coming to it from low-performing schools face unique challenges. Many are behind in essential reading and math. As a result, many have developed poor study skills and require additional support to thrive in school. Recognizing this, Friendship is prepared to provide the students transitioning into the Friendship Aspire school network with other intervention strategies that build on the resources to which they previously had access. Our student intervention plan is to develop each student with an individual education plan and assess any learning deficiencies. If necessary, we will provide each student in need with one-on-one and small group intervention, summer bridge programs, and after-school enrichment opportunities throughout the entire school year and summer.
2. **Success in other School Transitions** – Friendship Aspire has successfully transitioned two charter school networks (the former Covenant Keepers PPCS-Little Rock and Southeast Preparatory PCS-Pine Bluff). FEF recently took over the operations of the former Hannah

School for Dyslexia in Maumelle, AR. The school has been relaunched as the Friendship Lab School for Dyslexia.

3. **Areas and Ability to Replicate the Friendship Model-** The Friendship Aspire Academy network comprises six schools (one elementary and one middle school in Little Rock, and two elementary, one middle, and one high school in Pine Bluff). All Friendship Aspire schools have shown double-digit gains in lower elementary schools in Little Rock and Pine Bluff.
4. **Our Teacher Training and Professional Development Programs** – Friendship has considered a staff transition plan for teachers and staff coming to us from the ALCS network to ensure staff is trained in the Friendship instruction design and culture. In addition, extensive teacher professional development is carried out throughout the school year, including specialized RISE Training and PRAXIS Prep support.

IV. ATTACHMENT TO CHARTER AMENDMENT REQUESTS

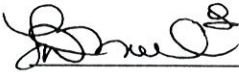
The Charter Amendment Requests to be submitted by the parties concerning the ALCS Schools named herein are attached to this MOU.

V. THE FOLLOWING FURTHER PROVISIONS APPLY TO THIS AGREEMENT

- A. Severability of Provisions. The invalidity or unenforceability of any term of this Agreement shall in no way affect the validity or enforcement of any other provision.
- B. Governing Law. This Agreement shall be governed under the laws of the State of Arkansas.
- C. Survival of Representations. All representations and agreements made by the parties in this Agreement, or in any certificate or instrument delivered at transfer, shall survive the transfer.
- D. Effect of Agreement. Subject to the terms of this Agreement, the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the successors, designees and assigns of ALCS and Friendship.
- E. Entire Agreement. Subject to paragraph V(C), this Agreement contains the entire agreement of the parties, and supersedes all previous agreements, verbal or written and there are no other agreements, representations, or warranties among the parties that are not contained in this Agreement. This Agreement may not be orally amended or modified but may be modified pursuant to the written and signed agreement of all parties to this Agreement.

IN WITNESS OF WHICH, the parties have executed this document on this 8 day of January, 2023.

Arkansas Lighthouse Charter Schools, Inc.

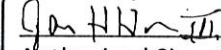


Authorized Signature

LaShawnDa Noel, CEO/Superintendent

Print Name and Title

Friendship Education Foundation



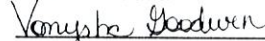
Authorized Signature

Joe H Harris III

FEF CEO

Print Name and Title

**Arkansas Lighthouse Charter Schools, Inc.
School Board**



Authorized Signature

Vonysha Goodwin, Board Chairman

Print Name and Title

Friendship Aspire Arkansas, Inc. School Board



Authorized Signature

Jeff Pulliam

Board President

Print Name and Title

MOU Attachment #1

SCHOOL TRANSFER PLAN AND TIMELINE

Summary:

Friendship Aspire Academies of Arkansas (Friendship Aspire/FAA), an open enrollment public charter school LEA, and **Friendship Education Foundation (FEF)**, a nonprofit CMO, both based in Little Rock, Arkansas, have agreed to support the efforts of the Board of Directors of **Lighthouse PCS Arkansas (Lighthouse)** to keep the network of Lighthouse schools open by providing school transition management and support services pending Lighthouse Board approval beginning January 09, 2023, and through the completion of the entire transition plan. The Lighthouse Transition Plan will require approval of the Lighthouse and FEF Board of Directors, the Arkansas Department of Education and Secondary Education (DESE), and the State Charter Authorizer. The overall goal of this effort is to support the transition of the struggling Lighthouse network of schools, ensure that an estimated 324 current charter seats are not lost, children have continuity in their education, and parents maintain school choice. FEF plans to make this transition the least disruptive to students, families, and Lighthouse's current staff.

The efforts of this plan will be to transition three Lighthouse schools, the Lighthouse Pine Bluff Elementary and Middle Schools in Pine Bluff, Arkansas, and the Capital City Lighthouse Elementary School in North Little Rock, Arkansas. Before the first day of school, August 14, 2023 (SY2023-2024), the three Lighthouse schools would transition to become part of the **Friendship Aspire Academy PCS (Friendship Aspire)** network of schools.

On July 1, 2023, FAA and FEF plan to:

- 1) Upon the transfer of schools from Lighthouse to Friendship, we intend to suspend the operations and close the current Pine Bluff Lighthouse Elementary and Middle School campus (lease terminates June 30, 2023);
- 2) Enroll any eligible former PB Lighthouse students in one of four Friendship Aspire PB schools (Hazel Street Elementary k-5; Downtown Early Elementary k-3; Southeast Middle 6-8; or Southeast High school);
- 3) Interview and consider for hire any eligible Lighthouse staff, both instructional and administrative; and,
- 4) Continue the current school design and operations of Lighthouse Capital City K-5 campus in North Little Rock as a new Friendship Aspire school.

All involved parties agree to the following:

Both Friendship and Lighthouse will:

1. **Conduct School Support Services** (from Jan 2023 through until June 30, 2023):
 - ✓ Involved parties agree to operate under the terms of the Memorandum of Understanding (MOU)

- ✓ Lighthouse Governing Board will continue to provide oversight of the day-to-day management of the operations and instruction of the schools through the end of the 2022-2023 SY (ends June 30, 2023)
- ✓ Led by FEF, both Friendship Aspire and Lighthouse administrative staff will work together to transition complete control to FEF of Lighthouse school's day-to-day management and operations of the school to include administration and operations; school leader supervision; fiscal control of school finances and accounting; HR and staffing; instruction, curriculum, and student learning; and communication and community engagement by June 30, 2023.
- ✓ On July 1, 2023, FEF will assume sole responsibility for the day-to-day management and instruction of the three Lighthouse schools included in the Transition Plan (PB and North Little Rock campuses).
- ✓ Before/by June 30, 2023, the existing Lighthouse Governing Board Members will transition its governance authority of the former Lighthouse PB and Capital City North Little Rock schools. After this, the current Lighthouse Board will continue its governance of three Jacksonville Lighthouse schools through the initiation of the Phase two option of the transition plan.
- ✓ Before the start of August 2023-2024, the former Lighthouse schools will be fully transitioned.

Friendship Aspire Academy will:

Seek approval from the Arkansas State Charter Authorizer to Engage in Transition Activities that include Expanding Student Enrollment in PB and Adding a Single School to its Existing LEA (Charter Amendment Request Petition to be submitted by January 10, 2023)

- ✓ Submit a formal request to the state charter authorizer to expand student enrollment at all of its Pine Bluff school campuses and take over the operations of the former Lighthouse Academy single K-5 campus in North Little Rock, Arkansas.
- ✓ Upon approval, FAA will assume sole responsibility for the day-to-day management and fiscal responsibility of the school's instruction, staff, academic accountability, and operations of the former Lighthouse students and North Little Rock campus.
- ✓ Accept former eligible students into one or more of its four Friendship Aspire Pine Bluff schools (2 Elementary, one middle, and one high school).
- ✓ Where reasonable, FAA agrees to rehire eligible Lighthouse instructional (teachers), school operations, and administrative staff
- ✓ Will not assume responsibility for any previous debt and legal obligations of Lighthouse. A Debt Schedule will be provided by Lighthouse 30 days before the initiation of the MOU (before January 4, 2023).
- ✓ Continue to operate under one single LEA
- ✓ Maintain one state-wide governing board. There are no expectations that current Lighthouse Board members would join the Friendship Governing Board.

Friendship Education Foundation will:

- ✓ Will lead transition efforts representing FAA.
- ✓ FEF will negotiate with Lighthouse (mortgage holder) and the WFF/KLS (Lender) to transfer the loan debt for the Lighthouse Capital City school facility and property at 3901 Virginia Drive, North Little Rock, AR 72118.
- ✓ FEF will lease the property to FAA to operate a K-5 elementary school. Terms to be determined.

Things we have considered in our approach:

- ✓ **Financial Impact on Friendship LEA**- The charter amendment request's approval will not place an undue financial burden on FAA as transition activities will be covered by federal/state assistants revenue funds and private start-up grant funding.
- ✓ **Academic Impact on Friendship Performance** – To ensure that our academic performance at Friendship schools is not negatively impacted by enrolling former Lighthouse students from both PB and Capital City campuses by:
 - a. A Summer Bridge Program - We will institute a two-week "New Scholar Bridge Program," a 5-week summer school culture indoctrination and individual academic assessment to acclimate new students to the Friendship Way and to assess the academic standing and needs of each unique student entering a Friendship school. The Bridge program will begin after the regular school year ends during the summer break.
 - b. Year-Round Intensive Intervention - Each new student will receive targeted, individualized interventions based on the beginning of the year MAPP assessments. Based on student needs, the intervention will occur using both pull-out and push-in the model. Intervention supports will be offered during extended learning programs (afterschool and summer school) using various digital platforms to close learning gaps.
- ✓ **Building Capacity to Accept Additional Students** – Friendship has the building and classroom space to accept all 324 former Lighthouse students. We recently opened a new 16 classroom early elementary school (k-3) in downtown Pine Bluff. Also, by August 2023 we will be opening our newly expanded SE middle and high school which has an additional 24 classrooms.
- ✓ **Ongoing Teacher Training and Professional Development** Programs – Friendship operates a three-week summer Bootcamp for new and returning teachers. Extensive teacher professional development will be carried out throughout the school year, including specialized RISE Training and PRAXIS Prep support.
- ✓ **Community Support** – Conduct student and parent meetings. We met with key community stakeholders with the support of the Mayor of Pine Bluff and Forward Pine Bluff.
- ✓ **Our Past Experience Success with other School Transitions** – Friendship Aspire has successfully transitioned two charter school networks (the former Covenant Keepers PPCS-Little Rock and Southeast Preparatory PCS-Pine Bluff). FEF recently took over the operations of the former Hannah School for Dyslexia in Maumelle, Arkansas.
- ✓ **Areas and Ability to replicate the Friendship Model**- The Friendship Aspire Academy network comprises six schools. (One elementary and one middle school in Little Rock, and two elementary, one middle, and one high school in Pine Bluff). All Friendship Aspire schools have shown double-digit gains in lower elementary schools in Little Rock and Pine Bluff.

TRANSITION TIMELINE

Before State Board Approval (beginning January 11, 2023)

Management Activities

1. Create a School Transition team made up of all parties and APSRC staff
2. Assess school operations, processes, and procedures
3. Assess school financials
4. Assess school academics
5. Review employee handbook and teacher employment agreements
6. Support, supervise and coach current school leader, instructional staff, and school operation staff
7. Conduct one-on-one teacher evaluations to evaluate performance and determine their licensure.
8. Hold student, parent, and public community meetings

30 – 60 Days (2 months):

1. Create individual education pathway plans for each 5th and 8th-grade student
2. Begin enrolling returning Lighthouse students in both PB and North Little Rock campus
3. Assist School Leader in End of Year (EOY) NWEA Map and ACT Aspire to test
4. Prepare for 2022-2023 graduation/school-level transition ceremonies
5. Interview instruction and administrative staff
6. Issue former Lighthouse staff employment contracts

90 – 120 Days (3 months):

1. Prepare and provide student grades and academic transcripts to parents
2. Close PB facility, transfer student records, school files, equipment/furniture, etc., to Friendship schools that follow students
3. Transition Lighthouse Board oversight of PB and North Little Rock school
4. Closeout PB school
5. Provide professional development for teachers (enroll in Friendship Praxis Prep Program)
6. Have new parent meetings
7. Prepare for next school year

120 Days – First Day of School (Aug 2023)

1. Open school under the name of Friendship Aspire Academy North Little Rock Campus
2. Conduct ongoing new teacher professional development training
3. Conduct teacher training Bootcamp
4. Prepare the North Little Rock school building for opening (building safety, space usage, system improvements, etc.)

5. Resource school with computers/technology, curriculum, books/education resources, and equipment
6. Plan for a successful first day of school opening
7. Successfully implement Friendship School Design to ensure student academic through effective and precise instruction

✓

Current Lighthouse School Profile

Arkansas Lighthouse Academies	Grades Served	Enrollment	Address
Capital City Lighthouse Elementary Academy	K - 5	120	3901 Virginia Drive North Little Rock, AR 72118
Pine Bluff Lighthouse Elementary Academy	PK – 6	145	708 W 2nd Ave Pine Bluff, AR 71601
Pine Bluff Lighthouse Middle School Academy	7 - 8	59	708 W 2nd Ave Pine Bluff, AR 71601

Arkansas Lighthouse Charter Schools Revenue/Debt Obligations

As of October 14, 2022

Campus	Description of Debt	Terms	Debt owed as of 1/10/2023	Balance to be Assumed at time of Transfer of Schools on 7/1/2023
Capital City	Facility Loan	Note payable, Walton Family Foundation, annual principal payment of 12% state funding, interest at 0% per annum, matures July 2026, secured by real estate	\$923,388.28	\$763,795.48
Capital City	Bus Lease(s)	2 Buses, Master's Leasing – total payment provided	\$18,134.88	0
Pine Bluff	Bus Lease(s)	2 Buses, Master's Leasing – total payment provided	\$18,134.88	0
Both Campuses	Copier Lease	Datamax Leasing Division – total annual payment provided	\$96,949.56	0
TOTAL DEBT TO BE TRANSFERRED TO FRIENDSHIP				\$763,795.48

Current and projected balances of the loan made to Capital City Holding Company, LLC by The Walton Family Foundation, Inc., as secured by the property located at 3901 Virginia Drive, North Little Rock, AR 72218, are as follows:

Original Loan Amount	\$ 1,000,000.00
Less payments:	
4/15/2022	(38,305.86)
7/15/2022	(38,305.86)
11/15/2022	<u>(39,898.20)</u>
Current Balance	\$ 883,490.08
Less future payments:	
1/15/2023	(39,898.20)
4/15/2023	(39,898.20)
7/15/2023	<u>(39,898.20)</u>
Projected 6/30/23 balance:	\$ 763,795.48

Per the Loan Agreement between the two entities, future payments are not calculable at this time, but are detailed in the excerpts below:

(a) *Loan Amount.* The Loan amount is hereby ratified and affirmed to be \$1,000,000.00. Borrower acknowledges and agrees that it is justly indebted to Lender in the amount of \$1,000,000.00. The Loan will not bear interest unless there is an Event of Default (as defined in the Loan Agreement and in the Mortgage). The Loan will bear interest at the maximum rate allowed by law following an Event of Default. Borrower also ratifies and affirms its obligations under the Loan Agreement and the Assignment.

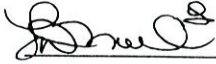
(b) *Loan Repayment.* The Loan will be repaid in arrears in quarterly installments as provided herein, with the first quarterly installment due on April 15, 2022 (for the months of January, February, and March) and all future installments due on each subsequent January 15 (for the months of October, November, and December), April 15 (for the months of January, February, and March), July 15 (for the months of April, May, and June), and November 15 (for the months of July, August, and September). Repayments shall be fixed for each year based on the applicable years October 1 enrollment reported to ASBE and shall not be adjusted based on actual enrollment or other enrollments reported to ASBE during the applicable year. Lender shall be entitled to collect a late charge of four percent (4%) of any quarterly installment not paid within ten (10) days of when due. Regardless of the actual enrollment, the repayment calculation will be based on an enrollment floor of not less than 161 students (i.e., if the actual enrollment is less than 161 students, the repayment calculation will nevertheless be based on 161 students). **At no time shall the repayment calculation drop below an enrollment floor of 161 students.**

(i) Borrower agrees to pay to Lender, without any prior demand therefor and without any deduction or set-off whatsoever as annual repayments during the Term of this Loan an amount equal to 12% of the annual State Foundation Funding plus Categorical Program Funding (together "SFF") aid amount for each pupil at the rate published by the Arkansas State Board of Education ("ASBE") for the applicable year, multiplied by Capital City Lighthouse Elementary Academy's (the "School") student enrollment for each applicable source of funds reported to the ASBE on October 1 of the applicable lease year (subject to the enrollment floor of not less than 161 students provided in Section 2(b) for purposes of making such calculations);

(ii) **To the extent the entire principal balance and all accrued interest has not been paid, a final balloon payment of all outstanding principal, accrued and unpaid interest, and all other sums payable pursuant to the Loan Documents is absolutely and unconditionally due and payable on July 15, 2026 (the "Maturity Date"). Lender has absolutely no obligation whatsoever to extend the Maturity Date.**

IN WITNESS OF WHICH, the parties have executed this document on this 9 day of January, 2023.

Arkansas Lighthouse Charter Schools, Inc.

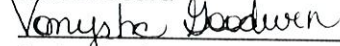


Authorized Signature

LaShawnDa Noel, CEO/Superintendent

Print Name and Title

**Arkansas Lighthouse Charter Schools, Inc.
School Board**

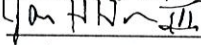


Authorized Signature

Vonysha Goodwin, Board Chairman

Print Name and Title

Friendship Education Foundation



Authorized Signature

Joe H Harris III

FEF CEO

Print Name and Title

Friendship Aspire Arkansas, Inc. School Board



Authorized Signature

Jeff Pulliam

Board President

Print Name and Title



Charter Amendment Request Instructions

The Charter Amendment Request Form, with any additional documentation pertaining to the amendment request, must be received, via email at ade.charterschools@arkansas.gov, at the Arkansas Department of Education at least 35 days prior to the meeting of the Charter Authoring Panel.

Documentation to be Included with ALL Amendment Requests

- Budget projections that include the costs associated with the amendment request and demonstrate that the approval of the request will not place an undue financial burden on the charter
- Current year to date enrollment by race and grade
- Current year to date free and reduced lunch

Additional documentation for requests to add a campus or relocate an existing campus

- Map of present location
- Map of proposed location
- Signed Facilities Utilization Agreement
- Desegregation Analysis

Additional documentation

- Budget projections that include the costs associated with the amendment request and demonstrate that the approval of the request will not place an undue financial burden on the charter
- Current year to date enrollment by race and grade
- Current year to date free and reduced lunch

Documentation to be Included with ALL Amendment Requests

- Budget projections that include the costs associated with the amendment request and demonstrate that the approval of the request will not place an undue financial burden on the charter
- Current year to date enrollment by race and grade
- Current year to date free and reduced lunch



Charter Amendment Request From

The Charter Amendment Request Form and all required documentation must be received via email (ade.charterschools@arkansas.gov) at the Arkansas Department of Education at least 35 days prior to the Charter Authorizing Panel meeting.

Charter Name: Arkansas Lighthouse Charter Schools, Inc. **LEA:** 6050700

Superintendent or Director: LaShawnDa Noel

Email: lashawnda.noel@arlcs.org **Phone:** 501.389.8173

Type of Amendment(s) Requested

Add a New Campus (Must also submit the Facilities Utilization Agreement)

Address: _____

School District: _____

Relocate Existing Campus (Must also submit the Facilities Utilization Agreement)

Campus Name: _____

Current Address: _____

Proposed Address: _____

School District: _____

Increase Enrollment Cap

Current Cap: _____

Proposed Cap: _____

Change Grade Levels Served

Current Grade Levels Served: _____

Proposed Grade Levels Served: _____

Waiver(s)

Statute/Standard/Rule to be Waived: _____

Rationale for Waiver:

Statute/Standard/Rule to be Waived: _____

Rationale for Waiver:

Statute/Standard/Rule to be Waived: _____

Rationale for Waiver:

Statute/Standard/Rule to be Waived: _____

Rationale for Waiver:

Facilities Utilization Agreement

To be completed and submitted with an amendment request to add a new campus or relocate an existing campus

Lessor (Owner): _____

Lessee (Tenant): _____

Information regarding affiliation, family ties or other relationships between the Lessor and Lessee:

Address of Premises: _____

Describe the present use of the facility: _____

Square Footage: _____ Rental Amount: _____

Terms of Lease: _____

Contingency: The terms of this agreement are contingent upon _____
Charter School receiving approval by the Authorizer to operate an open-enrollment public charter school at the premises identified.

No indebtedness of any kind incurred or created by the open-enrollment public charter school shall constitute an indebtedness of the State of Arkansas 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 for the state or its political subdivisions. An open-enrollment public charter school shall not incur any debt, including lease, without the prior review and approval of the Commissioner of Education.

We affirm that the facility is, or will be prior to charter occupancy, compliant with ADE/IDEA accessibility regulations and will remain so while the charter occupies the location.

Lessee: _____

By: _____ Date: _____
Signature

Lessor: _____

By: _____ Date: _____
Signature

Arkansas Lighthouse Charter Schools, Inc. Amendment Narrative

Arkansas Lighthouse Charter Schools, Inc. seeks the following amendments to its charter:

- 1.) Transfer of the Capital City Lighthouse Charter School, located at 3901 Virginia Drive, North Little Rock, AR 72118, and the Pine Bluff Lighthouse Charter Elementary and Middle Schools, located at 708 West 2nd Avenue, Pine Bluff, AR 71604 to Friendship Education Foundation.
 - a.) Beginning July 1, 2023, the current Capital City Charter Lighthouse school will be operated as a Friendship Aspire school, and operations of the current Pine Bluff Lighthouse Charter Elementary and Middle Schools will cease, and
 - b.) Existing Friendship Aspire Schools in Pine Bluff will absorb the students from the Pine Bluff Lighthouse Charter Elementary and Middle Schools;
- 2.) The Arkansas Lighthouse Charter Schools, Inc. charter will continue with all of the remaining campuses continuing operations and with its enrollment cap reduced by five hundred (500) students, and
- 3.) Arkansas Lighthouse Charter Schools, Inc. supports the Charter Amendment Application request from Friendship Education Foundation concerning the actions contemplated in this Amendment request.

**ARKANSAS LIGHTHOUSE CHARTER SCHOOLS
FY24 BUDGET
SUMMARY**

REVENUES

State revenue	5,570,707
Federal revenue	<u>916,250</u>

TOTAL REVENUES	<u>6,486,957</u>
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EXPENDITURES

Salaries and benefits	3,789,500
Purchased services	1,760,192
Supplies and materials	657,250
Other expenditures	<u>30,000</u>

TOTAL EXPENDITURES	<u>6,236,942</u>
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NET CHANGE IN FUND BALANCE	<u><u>250,015</u></u>
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**ARKANSAS LIGHTHOUSE CHARTER SCHOOLS
FY24 BUDGET**

REVENUE DETAIL

STATE REVENUE

Charter School Funding	4,781,385
Teacher Salary Equalization Fund	119,325
Professional Development	23,220
English Language Learners	8,052
Enhanced Student Achievement (ESA)	287,200
Facilities Funding	<u>351,525</u>

TOTAL STATE REVENUE 5,570,707

FEDERAL REVENUE

Title I-A	400,000
State Match	2,250
Lunch Reimbursement	175,000
Performance Base Lunch Reimbursement	5,000
Breakfast Reimbursement	9,000
Fresh Fruit Program	15,000
ARMAC/MEDICAID	80,000
Title VI-B	150,000
Federal Pre-School	5,000
Title IV	30,000
Title II-A	<u>45,000</u>

TOTAL FEDERAL REVENUE 916,250

TOTAL REVENUE 6,486,957

ARKANSAS LIGHTHOUSE CHARTER SCHOOLS

FY24 BUDGET

EXPENDITURE DETAIL

SALARIES AND BENEFITS

Salaries	2,915,000
Benefits	874,500
	<hr/>
TOTAL SALARIES AND BENEFITS	3,789,500

PURCHASED SERVICES

Field Trips	30,000
Contracted Instructors - Concurrent Classes	40,000
Prof Development CRT	26,272
Prof Development CLS	5,000
Audit Services	50,000
Accounting	42,000
Legal Services	48,000
Therapy Services	40,000
Medicaid Match	15,000
Utility-Water	20,000
Waste Disposal	18,000
Landscaping	45,000
Repairs & Maintenance	100,000
Tech Support	80,000
Building Lease	927,650
Bus Lease	36,270
Copier Lease	50,000
Property Insurance	25,000
Liability Insurance	40,000
Fleet Insurance	10,000
Accident Ins For Students	5,000
Telephone	24,000
Postage & Shipping	10,000
Broadband	24,000
Advertising	12,000
Printing & Binding	12,000
Travel	25,000
	<hr/>
TOTAL PURCHASED SERVICES	1,760,192

SUPPLIES AND MATERIALS

Instructional Material	32,000
Classroom Supplies	64,500
Sped Supplies	15,000
Nurse Supplies	5,000
Office Supplies	10,000
Building Supplies	90,000
Homeless	10,000

Gt Supplies	3,000
Graduation	20,000
Utility-Gas	62,000
Utility - Electricity	185,000
Gasoline/Diesel	20,000
Food	108,750
Software	32,000

TOTAL SUPPLIES AND MATERIALS 657,250

OTHER EXPENDITURES

Dues And Fees	30,000
TOTAL OTHER EXPENDITURES	<u>30,000</u>

TOTAL EXPENDITURES 6,236,942

Headcount Statistics Report

Building List: 707

Date: 01/04/2023

Totals	Male	Female	Total
707 - Capital City Lighthouse Elementary			
Grade KF			
Black	11	7	18
White	0	1	1
Grade KF Totals	11	8	19
Grade 01			
Black	10	13	23
Grade 01 Totals	10	13	23
Grade 02			
Black	8	7	15
White	0	1	1
Grade 02 Totals	8	8	16
Grade 03			
Black	11	5	16
Native American/Alaskan Native	1	0	1
White	1	1	2
Grade 03 Totals	13	6	19
Grade 04			
Black	10	12	22
White	1	0	1
Grade 04 Totals	11	12	23
Grade 05			
Black	11	7	18
White	1	1	2
Grade 05 Totals	12	8	20
707 - Capital City Lighthouse Elementary	65	55	120
Report Totals	65	55	120

Headcount Statistics Report

Building List: 704, 708

Date: 01/04/2023

Totals	Male	Female	Total
704 - Pine Bluff Lighthouse Elementary			
Grade KF			
Black	8	10	18
Grade KF Totals	8	10	18
Grade 01			
Black	14	7	21
White	1	2	3
Grade 01 Totals	15	9	24
Grade 02			
Black	10	11	21
Grade 02 Totals	10	11	21
Grade 03			
Black	4	9	13
White	1	0	1
Grade 03 Totals	5	9	14
Grade 04			
Black	13	12	25
Grade 04 Totals	13	12	25
Grade 05			
Black	9	10	19
Grade 05 Totals	9	10	19
Grade 06			
Black	11	13	24
Grade 06 Totals	11	13	24
704 - Pine Bluff Lighthouse Elementary	71	74	145
708 - Pine Bluff Lighthouse Middle School			
Grade 07			
Black	16	16	32
White	2	0	2
Grade 07 Totals	18	16	34
Grade 08			
Black	15	9	24
White	1	0	1
Grade 08 Totals	16	9	25
708 - Pine Bluff Lighthouse Middle School	34	25	59
Report Totals	105	99	204

SY2022-2023 CEP CLAIMING PERCENTAGE CALCULATION WORKSHEET BY DISTRICT

INSTRUCTIONS: The attached Claiming Percentages will be used to calculate the Claim for Reimbursement for districts operating under CEP. Multiply the total number of breakfasts and the total number of lunches served for the month by the "Free" claiming percentage to calculate the number of breakfasts and lunches to be claimed at the "Free" rate. Multiply the total number of breakfasts and the total number of lunches served for the month by the "Paid" claiming percentage to calculate the number of breakfasts and lunches to be claimed at the "Paid" rate. File a copy of this worksheet with the claim for reimbursement each month as backup documentation. **DO NOT send to Child Nutrition.**

NAME OF DISTRICT	DISTRICT LEA NUMBER	# of Identified Students	Total # number of enrolled students eligible to participate in NSLP	ISP (Identified Student Percentage = # of Identified Student / # of Enrolled Students)	FREE CLAIMING PERCENTAGE (ISP % x 1.6)	PAID CLAIMING PERCENTAGE (100% - Free Claiming %)	Participating in a Grace Year for SY2022-2023 (Yes/No)
Arkansas Lighthouse Academies	6050700			52.85%	84.56%	15.44%	No

Breakfast	TOTAL BREAKFASTS SERVED FOR THE MONTH		TOTAL BREAKFASTS SERVED FOR THE MONTH x FREE CLAIMING PERCENTAGE		TOTAL BREAKFASTS SERVED FOR THE MONTH x PAID CLAIMING PERCENTAGE	
	Free %	Paid %				
	84.56%	15.44%				
Lunch	TOTAL LUNCHES SERVED FOR THE MONTH		TOTAL LUNCHES SERVED FOR THE MONTH x FREE CLAIMING PERCENTAGE		TOTAL LUNCHES SERVED FOR THE MONTH x PAID CLAIMING PERCENTAGE	
	Free %	Paid %				
	84.56%	15.44%				

Acceptance of Claiming Percentages: Percentages are calculated on data submitted on the "CEP Election Form" by the LEA to the Child Nutrition Unit (CNU). LEA shall provide documentation to support submitted data upon request. Supporting documentation shall be kept for the duration of the CEP provision and is subject to Administrative review and Legislative Audit inquiries.

INSTRUCTIONS: The attached Claiming Percentages will be used to calculate the Claim for Reimbursement for districts operating under the CEP Provision. By signing the form the District agrees to use the claiming percentage calculations for the four year cycle beginning SY 2021 - 2022 and Ending 2024 - 2025. If changes occur for the LEA's listed on the calculation form the district agrees to notify DESE, CNU immediately as changes may result in a new cycle with new calculations. District must return a signed copy of this form with original signatures. File a copy with 2022-2023 Child Nutrition Agreement.

DISTRICT LEA NUMBER	NAME OF DISTRICT	# of Identified Students	Total # number of enrolled students eligible to participate in NSLP	ISP (Identified Student Percentage = # of Identified Student / # of Enrolled Students)	FREE CLAIMING PERCENTAGE (ISP % x 1.6)	PAID CLAIMING PERCENTAGE (100% - Free Claiming %)	Participating in a Grace Year for SY2022-2023 (Yes/No)
6050700	Arkansas Lighthouse Academies	602	1139	52.85%	84.56%	15.44%	No

Acceptance of Claiming Percentages: Percentages are calculated on data submitted on the "CEP Election Form" by the LEA to the Division of Elementary and Secondary Education (DESE), Child Nutrition Unit (CNU). LEA shall provide documentation to support submitted data upon request. Supporting documentation shall be kept for the duration of the CEP provision and is subject to Administrative Review and Legislative Audit inquiries.



09 May 2022

Superintendent

Date



5-9-22

Child Nutrition Director

Date

Arkansas Lighthouse Charter Schools Inc. Desegregation Analysis

Arkansas Lighthouse Charter Schools Inc. (Lighthouse) is seeking an amendment of its open-enrollment charter from the State's charter authorizer. Lighthouse has schools located within the boundaries of the Jacksonville-North Pulaski School District (JNPSD); North Little Rock School District (NLRSD), and the Pine Bluff School District (PBSD). In the charter amendment requests of Lighthouse and Friendship Aspire Academies of Arkansas (Friendship), Friendship seeks to obtain the transfer of the Lighthouse open-enrollment public charter schools currently located within the boundaries of the NLRSD and PBSD. Lighthouse's remaining open-enrollment charter schools would all be located within the boundaries of the JNPSD. As a part of its charter amendment request, Lighthouse seeks to decrease its enrollment cap by five hundred (500) students.

I. The Status of Pulaski County Desegregation Litigation

Lighthouse is providing this desegregation analysis in accordance with Ark. Code Ann. §6-23-106 to review the potential impact that its charter amendment request would have upon the efforts of all four (4) of the Pulaski County school districts to comply with court orders and statutory obligations to create and maintain a unitary system of desegregated public schools. In conducting its review, Lighthouse has substantiated that the LRSD and the NLRSD have been declared unitary in all respects of their school operations. The Pulaski County desegregation litigation was first filed in 1982. *Little Rock School District, et al v. Pulaski County Special School District, et al.*, Case No. 4:82:cv-00866-DPM. In 1989, the parties entered into a settlement agreement (the "1989 Settlement Agreement") under which the Arkansas Department of Education, the then-three (3) Pulaski County school districts, and the intervenors agreed to the terms of state funding for desegregation obligations.

LRSD successfully completed its desegregation efforts in 2007 and was declared fully unitary by the federal court in 2007. *Little Rock School District v. Pulaski County Special School District*, Case No. 4:82-cv-0866 (E.D. Ark.), Order filed February 23, 2007. In 2010, LRSD filed a motion to enforce the 1989 Settlement Agreement. The motion contended that operation of open-enrollment public charter schools within Pulaski County interfered with the "M-M Stipulation" and the "Magnet Stipulation." On January 17, 2013, Judge D.P. Marshall Jr. denied LRSD's motion, stating:

"The cumulative effect of open enrollment charter schools in Pulaski County on the stipulation magnet schools and M-to-M transfers has not, as a matter of law, substantially defeated the relevant purposes of the 1989 Settlement Agreement, the magnet stipulation, or the M-to-M stipulation."

Little Rock School District v. Pulaski County Special School District, Case No. 4:82-cv-0866 (E.D. Ark.), Order filed January 17, 2013. LRSD appealed to the Eighth Circuit Court of Appeals.

One (1) year later, on January 13, 2014, Judge Marshall approved a Settlement Agreement that included a provision stipulating to the voluntary dismissal with prejudice of LRSD's pending appeal concerning the charter school issues. In light of LRSD's unitary status and the parties' 2014 Settlement Agreement,

which 86.8% were Black/African-American, and 10.3% were White. WHSD's student population was 3,003 students, of which 64.9% were White, and 25.7% were Black/African-American. Lighthouse's student population at its Pine Bluff campuses was 210 students, of which 97.7% were Black/African-American.

Ark. Code Ann. §6-23-106 requires that Lighthouse's charter amendment request will not serve to hamper, delay, or in any manner negatively affect the desegregation efforts of a public school district or districts within the state. As explained in more detail above, Lighthouse's careful review of the relevant statutes and court orders affecting the PBSO, WCSO, and WHSD and their student populations, and its own student population, shows that such negative impact is not present here.

IV. Conclusion

Lighthouse submits that upon the basis of its review, neither any existing federal desegregation order affecting the PCSO, LRSO, NLSO, and JNSO, nor the 1989 Settlement Agreement prohibit the State's charter school authorizer from granting its charter amendment request with schools to be contained only within the geographic boundaries of the JNSO.

Lighthouse further submits that upon the basis of its review, nothing would prohibit the State's charter school authorizer from granting its charter amendment request to continue operating open-enrollment public charter schools only within the geographic boundaries of the JNSO.