



## Charter Amendment Request Form

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

**Charter Name:** Garfield Scholars' Academy **LEA:** 0448700

**Superintendent or Director:** Cheryl Harrison

**Email:** cheryl.harrison@garfieldscholars.org **Phone:** 479-405-4264

### 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: Garfield Scholars' Academy

Current Address: 17784 Marshall Street, Garfield, Arkansas 72732

Proposed Address: 18432 Marshall Street, Garfield, Arkansas 72732

School District: Garfield Scholars' Academy

☐ **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: Relocation Request

Modification and change in building location to our existing contract.

**Rationale for Waiver:**

We respectfully request the Panel's approval to relocate Garfield Scholars' Academy for the 2025–2026 school year.

Our current facility, located at 17784 Marshall Street, has been deemed not safety compliant by the State Fire Marshal. We have been directed that the building may not be occupied by staff or students due to these safety concerns.

To ensure the continued safe operation of our school, we propose relocating to 18432 Marshall Street. This new facility has been reviewed and approved by the State Fire Marshal and fully meets all current safety and occupancy requirements.

The new building will be owned by the Garfield Education Foundation and leased to Garfield Scholars' Academy under the same financial terms as our current arrangement—\$1 per year for the next five years—ensuring no disruption to our financial planning or educational mission.

Statute/Standard/Rule to be Waived: \_\_\_\_\_

**Rationale for Waiver:**

## LEASE

**THIS AGREEMENT** made and entered into by and between **Garfield Scholars Academy**, herein called Lessee, and **Garfield Education Foundation**, herein called Lessor.

### 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:

18432 Marshall St. Garfield, AR 72732 and 14946 Coen Ross Rd, Garfield, AR 72732

**TO HAVE AND TO HOLD** the same unto the said Lessee and unto the said Lessee's successors and assigns, together with all privileges and appurtenances thereunto belonging, for the term and under the conditions hereinafter set forth.

1. **TERM AND RENEWAL.** The term of this lease shall be for a period of twelve (12) months, beginning on the 21 day of July, 2025 (the "Commencement Date") and ending at midnight on the last day of the 12<sup>th</sup> month thereafter.

2. **RENTAL.** As rental for said premises, Lessee shall pay to Lessor rental in annual installments of one and 00/100 Dollars (\$1.00) per year, payable at any time throughout the 1 year rental period.

The Lessor and Lessee hereby agree to extend the original Lease Agreement into perpetuity, under the same terms and conditions unless otherwise specified herein.

3. **SECURITY DEPOSIT.** To ensure Lessee's full compliance with the terms of this agreement, Lessee shall tender \$ 0 as a security deposit.

4. **UTILITIES.** Lessee shall pay all utilities consumed within the premises, including, but not limited to, electricity, gas, water and sewer services consumed within the leased premises.

5. **TAXES.** Lessee shall pay all ad valorem taxes and assessments due to improvement districts or governmental bodies which may be levied, assessed or charged against the leased premises by reason of the real property and premises leased hereunder. Lessee shall be responsible for all taxes attributable to the property of Lessee on the leased premises and for all license, privilege, and occupation taxes levied, assessed, or charged against Lessee on account of the operation of the business from these premises.

6. **REPAIRS.** Lessee shall be responsible for repairs and maintenance.
7. **ALTERATIONS.** Lessee shall have the right and privilege to make, at Lessee's expense, ordinary repairs and alterations to the leased premises.
8. **FIXTURES.** All trade fixtures or equipment installed by Lessee or acquired by Lessee independently of this lease shall remain Lessee's property and may be removed by Lessee at the expiration of this lease; provided, however, Lessee shall restore the leased premises and repair any damage thereto caused by such removal.
9. **ACCEPTANCE OF PREMISES.** It is expressly understood and agreed by the Lessee that it is leasing the demised premises in its current condition and that if the plumbing, telecommunications, or electrical wiring already in place prove to be inadequate for Lessee's purposes, Lessee may, at its own expense, have such required additional plumbing, telecommunications, or electrical wiring installed.
10. **UNTENANTABILITY.** Should the improvements on the leased premises, or any part thereof, be rendered unfit for occupancy for the purposes for which they are hereby let for a period of ninety (90) days by reason of fire, windstorm, or other act of nature or unavoidable casualty, the rentals hereinabove stipulated to be paid by the Lessee, or such proportion thereof as is related to that portion of the improvements on the premises rendered untenable by reason of such damage, shall be remitted and abated by Lessor while the same remains unfit for occupancy and until the premises involved shall have been repaired or returned to tenantable condition. Provided, however, Lessor may, upon the occurrence of any such casualty, elect to terminate this lease if the cost of replacing or repairing the improvements so damaged upon the premises equals or exceeds fifty per cent (50%) of the property damage insurance coverage maintained by Lessor thereon. Lessor shall in no way be liable or responsible for any damage to any property of the Lessee in or about the leased premises by reason of flood, water, fire, windstorm or other casualty or act of nature.
11. **CONDUCT OF BUSINESS AND USES.** The leased premises are leased to Lessee for the purpose of school and community activities and all lawful and related uses, and Lessee covenants agrees with and unto Lessor that the premises will be used for those purposes and those related to them and no other, except with the prior written consent of Lessor. Lessee covenants and agrees that Lessee will not do or permit to be done anything in, upon, or about the leased premises that increases the hazard of fire beyond that which exists by reason of the uses and occupancy of the premises for the purposes mentioned. Lessee agrees to pay to Lessor, on demand, any increases in fire insurance premiums on the improvements and building which Lessor may be required to pay thereon by reason of any other use by the Lessee of the premises, and Lessee will not do or permit to be done anything within Lessee's control which would make the leased premises, or the improvements thereon, uninsurable in whole or in part. Lessee agrees that Lessee will not commit waste nor permit waste to be committed or done upon the leased premises. All uses of the demised premises shall conform with all requirements of the County Code as they may exist as of the date of this lease.
12. **SIGNS AND ADVERTISING.** Permanent signage must be approved by Lessor prior to installation.
13. **INDEMNITY AGAINST DAMAGE OR INJURY.** Lessee agrees to defend, indemnify, and hold harmless the Lessor against any claim, expense, loss or liability as a result of any breach by Lessee, Lessee's sub-lessees, agents, servants, employees, customers, visitors, or

licensees, of any covenant or condition of this lease, or as a result of Lessee's use or occupancy of the leased premises, or as a result of the negligence of Lessee, Lessee's sub-lessees, agents, servants, employees, customers, visitors, or licensees. Lessee agrees to keep and maintain at all times during the term hereof, in full force and effect, with a company or companies acceptable to Lessor, insurance against third party liability by reason of Lessee's (or Lessee's sub-lessee's) occupancy of the leased premises and Lessor shall be a named insured in such policies.

**14. DEFAULT.** Lessee shall be in default under the provisions of this lease agreement upon the happening of any of the following events or conditions:

(a) Failure to pay the rentals provided herein at the times, in the amounts and in the manner set forth or within ten days after the date the same become due;

(b) Failure to keep or perform any of the covenants on the part of the Lessee herein to be kept or performed;

(c) Should the Lessee become insolvent, or become bankrupt, either voluntary or involuntary, or make any assignment for the benefit of creditors, or if a receiver be appointed for the benefit of Lessee's creditors, or if a receiver be appointed for Lessee to take charge of and manage Lessee's affairs, or if any levee of execution against the Lessee remains unsatisfied for a period of ten days from and after the levy of the same.

**15. REMEDIES IN THE EVENT OF DEFAULT.** In the event of a default by Lessee, during the term hereof, Lessor shall provide Lessee ten (10) days written notice by certified mail of such default. In the event Lessee fails to cure such default within the ten (10) day notice period Lessor may, at Lessor's option, declare this lease thereupon terminated, and Lessor shall have the right to enter upon and take possession of the leased premises, either with or without notice, and to evict and expel Lessee and any or all of Lessee's property, belongings, and effects therefrom, without legal process and without thereby being guilty of any manner of trespass either at law or in equity which remedy is in addition to any other remedies of Lessor either at law or in equity, including, without limitation, the collection of delinquent rents, possession of the leased premises, damages for breach of this agreement by Lessee, or otherwise. No delay in or failure to exercise any of the options herein granted to Lessor by reason of a default shall be a waiver thereof, and the waiver on one occasion of a default shall not be deemed a waiver of Lessor's right to exercise its remedies by reason of the same or a similar default at any later occasion.

**16. WAIVER OF SUBROGATION.** Lessor and Lessee and all parties claiming under them hereby mutually release and discharge each other from all claims and liabilities arising from or caused by any hazard covered by insurance on the leased premises, or covered by insurance in connection with the property or activities conducted on the leased premises, regardless of the cause of the damage or loss.

**17. ASSIGNMENT AND SUBLETTING.** Lessee may not assign this lease, or sublet the leased premises or any part thereof, without the prior consent in writing of Lessor. The consent by Lessor to a particular assignment or subletting shall not be construed to relieve Lessee from the obligation to obtain the consent in writing of Lessor on any other or future assignment or subletting.

**18. CONDEMNATION.** In the event all or any part of the leased premises should be subjected to eminent domain proceedings, and if pursuant thereto an amount of the leased premises shall be condemned so as to render the residue inadequate for Lessee's purposes as herein set forth, Lessee shall have the option to terminate and cancel this lease by giving written notice of such intention to Lessor. If any such taking shall not render the residue of the leased premises wholly inadequate for Lessee's purposes as herein set forth, Lessee's rentals hereunder shall be reduced in the

proportion which the value of the property taken bears to the whole value of the leased premises with improvements. In any such condemnation proceedings, all damages allocable to full fee simple ownership of the leased premises shall be payable to Lessor, and any damages for loss of leasehold interest, including the unamortized portion of the value involved in such condemnation of any non-removable fixture placed on the leased premises by Lessee with Lessor's approval shall be payable to Lessee.

**19. SURRENDER OF POSSESSION.** At the end of the term of this lease, or upon earlier termination by Lessor in accordance with the options herein reserved, Lessee agrees to surrender possession of the leased premises without demand. Should Lessee fail so to do, Lessee shall be responsible in addition to the damages generally recoverable by Lessor by reason of any breach by Lessee, for all damages Lessor may sustain, including claims made by any succeeding tenant against Lessor which are founded upon delay or failure in delivering possession of the leased premises to such succeeding tenants. Lessee hereby waives any and all notice to which Lessee may otherwise be entitled under the laws of the State of Arkansas as a prerequisite to a suit against Lessee for the unlawful detention of the leased premises.

**20. BINDING EFFECT.** This agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors, legal representatives, heirs and assigns, except as expressly limited otherwise herein.

**21. TIME OF ESSENCE.** The time of the making of the payments and of the keeping of the covenants herein are of the essence of this agreement and the parties hereto so agree.

**22. NOTICES.** Any notice called for or permitted under the terms hereof may be given in writing and sent by ordinary mail to the last address of the party to whom the notice is to be given as designated by such party in writing. Lessor designates its address as:

Garfield Education Foundation  
18432 Marshall St.  
Garfield, AR 72732

Lessee hereby designates its address as the leased premises.  
With a copy to:

GARFIELD SCHOLARS ACADEMY  
18432 Marshall St.  
GARFIELD, AR 72732 \_\_\_\_\_

Any notice so given shall be deemed given when posted. Designations of address may be changed by written notice given by ordinary mail from either party to the other.

**23. ENVIRONMENTAL MATTERS.** Lessor and Lessee agree to the following with respect to environmental matters:

(a) Covenants. Lessee shall at all times comply with applicable local, state and federal laws, ordinances and regulations relating to Hazardous Substances. Lessee shall at its own expense maintain in effect any permits, licenses or other governmental approvals, if any, required for Lessee's use of the Premises. Lessee shall make all disclosures required of Lessee by any such laws, ordinances and regulations, and shall comply with all orders, with respect to Lessee's use of the

Premises, issued by an governmental authority having jurisdiction over the Premises and take all action required by such governmental authorities to bring the Lessee's activities on the Premises into compliance with laws, rules and regulations and ordinances relating to Hazardous Substances and affecting the premises. Lessor shall maintain and operate the Premises at all times in compliance with all applicable local, state and federal laws, ordinances and regulations, shall make all disclosures required of Lessor by any such laws, ordinances and regulations, and shall comply with all orders issued by any governmental authority having jurisdiction over the Premises and take all action required by such governmental authorities to bring the Premises into compliance with all laws, rules and regulations and ordinances relating to Hazardous Substances and affecting the Premises.

(b) **Notices.** If at any time Lessee or Lessor shall become aware, or have reasonable cause to believe, that any Hazardous Substance has been released or has otherwise come to be located on or beneath the Premises, such party shall, immediately upon discovering the release or the presence or suspected presence of the Hazardous Substance, give written notice of that condition to the other party. In addition, the party first learning of the release or presence of a Hazardous Substance on or beneath the Premises, shall immediately notify the other party in writing of (i) any enforcement, cleanup, removal, or other governmental or regulatory action instituted, completed or threatened pursuant to any Hazardous Substance laws, (ii) any claim made or threatened by any person against Lessor, Lessee or the Premises, arising out of or resulting from any Hazardous Substance, and (iii) any reports made to any local, state or federal environmental agency arising out of or in connection with any Hazardous Substance.

**24. QUIET ENJOYMENT.** Provided it has paid all Yearly Rent due and is not otherwise in default, Lessee shall at all times during the Initial Term and any Renewal Term peaceably and quietly enjoy the Premises without disturbance by Lessor or any person claiming through Lessor.

**25. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT.** At Lessor's reasonable request, Lessee shall subordinate in writing its rights under this Lease to the lien of any first mortgage or first deed of trust to any bank, insurance company or other lending institution now or in the future in force against the land and Lessor's Improvements of which the Premises are a part. In the event any proceedings are brought for foreclosure or in the event of the exercise of the power of sale under any mortgage or deed of trust covering the premises, Lessee shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the landlord under this Agreement so long as Lessee's quiet enjoyment is not disturbed. Notwithstanding, so long as Lessee is not in default under this Agreement, this Agreement shall remain in full force and effect for the full term of the Initial Term and any Renewal Term. If requested by Lessor or Lessor's mortgagee, lessee upon not less than twenty (20) days prior written notice from Lessor shall execute and deliver to Lessor a reasonable Attornment, Subordination and Non-Disturbance Agreement in favor satisfactory to Lessee and Lessor's mortgagee.

**26. SALE OF PREMISES BY LESSOR.** If Lessor sells the Premises, Lessor shall be relieved of all liability under any and all of its covenants and obligations contained in this Lease and arising out of any act, occurrence or omission occurring after the consummation of such sale; provided, however, that the purchaser of the Premises shall be deemed without further agreement between the parties, or between the parties and any such purchaser, assume and agree to carry out all of the covenants and obligations of the Lessor under this Lease.

**27. ASSUMPTION BY REGULATORY AUTHORITY.** The Arkansas State Bank Department, Federal Deposit Insurance Corporation, or any other governmental agency having jurisdiction of banks may perform any obligation of the Lessee, at its option, and thereby, inure to

any benefit to the Lessee pursuant to this lease.

**28. BROKERS.** Lessee warrants that it had no dealings with any broker or agent in connection with the negotiation or execution of the Lease. Lessee agrees to indemnify Lessor against any expense of liability for commissions or other compensation or charges claimed by any broker or agent with respect to this Lease.

**30. MISCELLANEOUS.**

(a) This Lease shall be deemed entered into within and shall be governed by and interpreted in accordance with the laws of the State of Arkansas.

(b) This Lease shall not be modified except by written agreement signed on behalf of Lessor and Lessee by their respective authorized officers.

(c) This Lease supersedes all prior understandings, representations, negotiations and correspondence between the parties with respect to the matters described, and shall not be modified or affected by any course of dealing, course of performance or usage of trade.

(d) This Lease supersedes, terminates, and replaces all prior leases, contracts, agreements, understandings, representations, negotiations and correspondence between Lessee and any previous lessor, landlord, and owner of the premises.

(e) If any provision of this Lease is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired.

(f) This Lease may be executed in any number of counterparts and each fully executed counterpart shall be deemed an original.

IN WITNESS WHEREOF, Lessor and Lessee have hereunto set their hands this 21st day of July, 2025.

LESSOR:  
GARFIELD EDUCATION FOUNDATION

LESSEE:  
GARFIELD SCHOLARS ACADEMY

BY:

Joy Thomas Sawyer, COO

BY:

Cheryl A. Harrison  
Authorized Officer

Printed Name

Cheryl Harrison



## GARFIELD SCHOLARS' ACADEMY

**PROPOSED BUDGET**  
**DETAIL OF INCOME AND EXPENDITURES**  
**2025-2026**

ACCT	DESCRIPTION	NUMBER OF STUDENTS	PER STUDENT PROPOSED BUDGET OF PER MONTH SY 2025-2026	NOTES
		83	CONFIRMED	
<b>INCOME</b>				
<b>GENERAL OPERATING FUND</b>				
2001-17400	STUDENT FEES INC	\$20.00	\$1,660.00	We will be chging \$30 but includes tshirt
2001-19200	PRIVATE CONTRIBUTIONS			
2001-19900	GENERAL OPERATING MISC REV FR LOCAL SOURCES			
2001-31700	CHARTER SCHOOL FUNDING	\$8,162.00	\$677,446.00	
2001-32204	SALARY EQUALIZATION	\$185.00	\$15,355.00	
2223-32251	PROFESSIONAL LEARNING GRANT			
2223-32256	PROFESSIONAL DEV			look at UBER
2281-32381	ESA NSLA ACT 59		15,979.00	SEE ESA PROJECTION - PROVIDED BY STATE
2398-32920	AR GAME & FISH			
2397-32907	ADE - SAFETY GRANT			
<b>BUILDING FUND</b>				
3400-32914	CHARTER FACILITY FUNDING	\$490.35	\$40,699.05	
<b>FEDERAL FUNDING</b>				
6561-45171	APSRC CSP GRANT			AMOUNT REMAINING THAT NEEDS TO BE SPENT BY 9/15/2025
6702-45613	SPED IDEA TITLE VI-B PASS THROUGH		\$41,234.96	SEE EXPENDITURES
6750-45650	MEDICAID		\$14,500.00	research - UBER possibly more
<b>FOOD SERV FUND</b>				
8200-16110	SCHOOL LUNCH PROGRAM	\$121.71	\$10,101.93	AVERAGE BASED ON LAST YEARS ENROLLMENT
8200-16220	FOOD SERV ADULT			
8200-32530	REDUCED MEALS			
8200-45510	SL 4 LUNCHES-TYPE A	ST PD (\$244.62)	\$20,303.46	
8200-45520	SL 11 LUNCH-FREE/REDUCED	ST PD (\$82.14)	\$6,817.62	
<b>TOTAL INCOME</b>			\$14,000.00	

**GARFIELD SCHOLARS' ACADEMY**

**PROPOSED BUDGET  
DETAIL OF INCOME AND EXPENDITURES  
2025-2026**

ACCT	DESCRIPTION	PER STUDENT OF PER MONTH	PROPOSED BUDGET SY 2025-2026	NOTES
<b>TEACHER SALARIES INCLUDING DIRECTOR</b>				
61110	CERTIFIED SALARY		(\$344,999.95)	SEE SY 2025-2026 5 CERTIFIED SPREADSHEET EMPLOYER PORTION OF BENEFITS IS INCLUDED IN CERTIFIED
<b>TOTAL SALARIES &amp; BENEFITS</b>			(\$344,999.95)	

## GARFIELD SCHOLARS' ACADEMY

**PROPOSED BUDGET**  
**DETAIL OF INCOME AND EXPENDITURES**  
**2025-2026**

ACCOUNT	DESCRIPTION	PER STUDENT PROPOSED BUDGET or PER MONTH SY 2025-2026	NOTES
<b>OTHER SALARIES</b>			
61120	CLASSIFIED SALARY	(\$251,268.54)	SEE SY 2025-2026 SPREADSHEET
<b>ADMINISTRATION</b>			
2200-2510-63120	MGMT SERVICES (CONSULTING)		
2200-2410-66100	GENERAL SUPPLIES	(\$1,140.00)	COPY OVERAGES; MISC SUPPLIES FOR FRONT OFFICE
2200-2580-66100	GENERAL SUPPLIES - ADMIN TECH SVC		
2200-2311-68100	DUES & FEES - BOARD OF EDUC SVS	(\$875.00)	
2200-2410-68100	DUES & FEES - PRINCIAL	(\$3,885.00)	\$3500 APSRC; OTHER VARIOUS
2200-2410-66500	TECHN SUPPLIES - PRINCIAL		
2200-2511-66500	TECHN SUPPLIES - FINANCE		
2200-1120-62610	WORKERS COMP - CERTIFIED	(\$897.00)	
2200-1120-62620	WORKERS COMP - CLASSIFIED		double check that unemployment is in this
2200-2610-65220	LIABILITY INS	(\$3,640.00)	CADENCE-GALLAGER
<b>CLASSROOM INSTRUCTION</b>			
2200-1120-66100	GEN SUPPLIES - OPERATING ELEM INSTR	(\$1,660.00)	\$20 PER STUDENT PER TEACHER FOR ANNUAL SUPPLIES
2200-2222-66100	SCHOOL LIBRARY GENERAL SUPPLIES	(\$960.00)	SURPASS SOFTWARE - PD WITH CSP PREVIOUSLY
<b>SPECIAL EDUCATION</b>			
2200-1212-63450	PS PROF MEDICAL - SPEECH	(\$13,434.66)	
2200-2142-63240	SPED - PSYCHOLOGICAL TESTING	(\$2,900.00)	
2200-2160-63450	PS PROF MEDICAL - OT/PT	(\$7,498.00)	
<b>GUIDANCE SERVICES</b>			
2200-2120-66100	GEN SUPPLIES - OPER FUND GUIDANCE	(\$250.00)	
<b>HEALTH SERVICES</b>			
2200-2134-66100	GENERAL SUPPLIES - NURSE	(\$180.00)	JOURNAL ENTRY?
2200-2134-68100	DUES & FEES - NURSE	(\$25.00)	
<b>FISCAL SERVICES</b>			
2200-2515-63430	PS PROF ACCOUNTING		
2200-2511-66100	GENERAL SUPPLIES - FINANCE	(\$480.00)	PRINT CARTRIDGES; OTHER BUSINESS OFFICE SUPPLIES
<b>PUPIL TRANSPORTATION</b>			
2200-2720-66260	TRANSPORTATION GASOLINE/DIESEL	(\$3,000.00)	
2200-2720-66265	TRANSPORTATION DIESEL FUEL		JOURNAL ENTRY?
2200-2720-65240	FLEET INSURANCE - TRANSPORTATION	(\$896.00)	ASBA
2200-2740-66100	GENERAL SUPPLIES - BUS MAINTENANCE	(\$100.00)	

## GARFIELD SCHOLARS' ACADEMY

**PROPOSED BUDGET**  
**DETAIL OF INCOME AND EXPENDITURES**  
**2025-2026**

AGGT	DESCRIPTION	PER STUDENT PROPOSED BUDGET or PER MONTH \$7/2025-2026	NOTES
2200-2720-66266	DIESEL FUEL ADDITIVE	(\$180.00)	
<b>MAINTENANCE &amp; OPERATIONS</b>			
2200-2611-66100	CUSTODIAL - GEN SUPPLIES		SEE BLDG EXPENSES
2200-2610-66230	PROPANE		SEE BLDG EXPENSES
2200-2610-64110	WATER		SEE BLDG EXPENSES
2200-2610-66220	ELECTRIC		SEE BLDG EXPENSES
2200-2623-64310	NON-TECH REPAIRS / MAINT - ELECTRICIAN		
2200-2610-64310	NON-TECH REPAIRS / MAINT - OPER BLDG	(\$500.00)	JOURNAL ENTRY?
2200-2580-65310	TELEPHONE	(\$250.00)	JOURNAL ENTRY?
2200-2610-64210	DISPOSAL / SANITATION - OPER BLDG	(\$1,473.72)	8X8
2200-2610-64230	CUSTODIAL - OPER BLDG		SEE BLDG EXPENSES
2001-3120-67360	NON-TECH EQUIP - FOOD SERVICE		SEE BLDG EXPENSES
2200-3120-66100	GENERAL SUPPLIES - OPER MEAL PREP/SVC		SEE FOOD SERVICE
2200-2611-64230	CUSTODIAL		SEE BLDG EXPENSES
<b>DATA PROCESSING</b>			
2200-2230-65330	NETWORK / INTERNET SVC - INSTR TECH	(\$24,107.28)	WIRED
2200-2580-65330	NETWORK / INTERNET SVC - ADMIN TECH SVC	(\$1,800.00)	WEBSITE
2200-2580-66510	SOFTWARE - ADMIN TECH SVC		
<b>OUTREACH</b>			
2200-2560-65400	ADVERTISING - PUBLIC INFO / MARKETING	(\$480.00)	
2200-2410-65320	POSTAGE - PRINCIAL	(\$247.20)	
<b>FACILITIES</b>			
2200-2660-66100	GENERAL SUPPLIES - SECURITY		
2200-2610-66100	GENERAL SUPPLIES - OPER BLDG	(\$2,205.00)	RAPTOR
<b>OTHER</b>			
2200-2213-65830	TRAVEL OUT OF DISTRICT - CERTIFIED	(\$300.00)	
2200-2213-65840	TRAVEL OUT OF DISTRICT - CLASSIFIED	(\$300.00)	
<b>TOTAL OPERATING EXPENSES</b>			(\$325,232.40)

## GARFIELD SCHOLARS' ACADEMY

**PROPOSED BUDGET**  
**DETAIL OF INCOME AND EXPENDITURES**  
**2025-2026**

ACCT	DESCRIPTION	PER STUDENT OF PER MONTH	PROPOSED BUDGET SY 2025-2026	NOTES
3400-2610-64110	WATER		(\$4,800.00)	BASED ON SPREADSHEET RECEIVED FROM ROGERS SCHOOLS
	WATER - ROSS BLDG		(\$1,050.00)	BASED ON SPREADSHEET RECEIVED FROM ROGERS SCHOOLS
3400-2610-64210	DISPOSAL / SANITATION - OPER BLDG		(\$1,670.66)	
3400-2610-66220	ELECTRIC		(\$22,000.00)	BASED ON SPREADSHEET RECEIVED FROM ROGERS SCHOOLS
	ELECTRIC - ROSS BLDG		(\$8,650.00)	BASED ON SPREADSHEET RECEIVED FROM ROGERS SCHOOLS
3400-2610-66230	PROPANE		(\$5,200.00)	BASED ON SPREADSHEET RECEIVED FROM ROGERS SCHOOLS
3400-2610-64410	BLDG FUND - RENTAL OF LAND & BLDG		(\$1.00)	WILDERNESS
3400-2611-64230	CUSTODIAL - OPER BLDG		(\$7,405.08)	
3400-2611-66100	GENERAL SUPPLIES - CUSTODIAL		(\$1,065.56)	
<b>TOTAL BUILDING EXPENSES</b>				(\$51,842.30)
<b>FOOD SERVICE</b>				
8200-3110-66100	GEN SUPPLIES - FS SPVR			
8200-3110-61120	FS SPVR SALARY		(\$29,141.64)	
8200-3110-68100	DUES & FEES - FS SPVR		(\$87.99)	
8200-3120-61120	FS CLS SALARY			
8200-3120-65820	TRAVEL - CLS IN DISTRICT - FOOD SERVICE			
8200-3120-66100	GEN SUPPLIES - FOOD SVC		(\$1,000.00)	
8200-3120-66300	FOOD SVC FOOD	\$1.93	(\$25,822.10)	
8200-3120-66510	SOFTWARE - FOOD SVC			
8200-3140-66780	FEES - FS MGMT		(\$1,295.00)	LUNCHTIME
<b>TOTAL FOOD SERVICE</b>				(\$57,346.73)

## GARFIELD SCHOLARS' ACADEMY

**PROPOSED BUDGET**  
**DETAIL OF INCOME AND EXPENDITURES**  
**2025-2026**

ACCT	DESCRIPTION	PER STUDENT OF PER MONTH	PROPOSED BUDGET SV 2025-2026	NOTES
<b>OTHER FEDERAL</b>				
2281-1212-63450	ESA SPEECH SPED PS PROF MEDICAL		(\$950.00)	SEE ESA INCOME
2281-2142-63240	ESA PSYCH TESTING SPED STUDENT ASSESSMENT		(\$1,800.00)	SEE ESA INCOME
2397-2670-66100	SAFETY GRANT - SAFETY			
2397-2660-66100	SAFETY GRANT - GEN SUPPLIES			
2397-2670-64310	SAFETY GRANT - REPAIRS & MAINT.			
2247-2213-63310	PROFESSIONAL LEARNING GRANT (PLC GRANT) - TRAINING / PD			
6756-1120-61510	TITLE IIA IMPROVING TEACH QUALITY EXP			
6702-1212-63450	PS PROF MEDICAL - VI-B SPEECH		(\$14,500.00)	SEE VI-B INCOME
<b>TOTAL OTHER FEDERAL FUND EXPENDITURES</b>				
			(\$17,250.00)	
<b>CSP</b>				
6561-1120-66100	GENERAL SUPPLIES - CSP			
6561-1120-66410	TEXTBOOKS - CSP IMPLEMENTATION		(\$20,325.50)	CURRICULUM
6561-1120-66411	E-TEXTBOOKS - CSP IMPLEMENTATION			
6561-1120-66420	LIBRARY BOOKS - CSP IMPLEMENTATION			
6561-1120-67330	FURNITURE & FIXTURES - CSP IMPLEMENTATION			
6561-2132-67360	CSP GRANT - HEALTH SERVICES EQUIP		(\$20,909.46)	PLAYGROUND INSTALL
6561-2134-66100	GEN SUPPLIES - CSP NURSE OFC			
6561-2213-63230	CONSULTING EDUCATION - CSP			
6561-2213-63310	CERTIFIED PROF DEV (CSP GRANT - DUES & FEES) - CSP			
6561-2213-63320	PROF DEVELOPMENT CLASSIFI - CSP			
6561-2213-65830	TRAVEL - CERT OUT DIST - CSP TRAINING			
6561-2213-65840	TRAVEL - CLS OUT DISTRICT - CSP TRAINING			
6561-2213-65880	PS TRAVEL MEALS - CSP TRAINING			
6561-2213-65890	PS TRAVEL LODGING - CSP TRAINING			
6561-2213-68100	CSP TRAINING DUES AND FEES			
6561-2222-66100	GEN SUPPLIES - CSP LIBRARY / MEDIA			
6561-2222-66420	LIBRARY BOOKS - CSP LIBRARY/MEDIA			
6561-2230-66500	TECHN SUPPLIES - CSP INSTR TECH			
6561-2230-66521	TECH EDUC DEVICE - CSP INSTR TECH			
6561-2230-67341	TECH EDUC DEVICE > \$1000 - CSP INSTR TECH			
6561-2410-66100	GENERAL SUPPLIES - CSP PRINC			
6561-2410-67330	FURNITURE & FIXTURES - CSP PRINC			

## GARFIELD SCHOLARS' ACADEMY

PROPOSED BUDGET  
DETAIL OF INCOME AND EXPENDITURES  
2025-2026

ACCT.	DESCRIPTION	PER STUDENT OF PER MONTH	PROPOSED BUDGET SY 2025-2026	NOTES
6561-2410-68100	CSP SUPPORT SERVICES			
6561-2510-63120	MGMT SERVICES (CONSULTING) - CSP			
6561-2580-66510	SOFTWARE - CSP ADMIN TECH			
6561-2580-67340	EQUIP TECHNOLOGY HARDWARE - CSP ADMIN TECH			
6561-2610-65220	LIABILITY INS - CSP OPER BLDG			
6561-2660-66100	GEN SUPPLIES - CSP SECURITY			
6561-2720-67320	VEHICLES - CSP TRANSP			
TOTAL CSP EXPENDITURES			(\$41,234.96)	SEE CSP INCOME (REMAINING)
TOTAL EXPENDITURES			(\$837,906.35)	
		SUBTOTAL	\$6,190.67	
		BEGINNING BALANCE (ENDING BALANCE SY24-25)	\$24,586.92	
		ESTIMATED ENDING BALANCE SY 25-26	\$30,777.59	

**GARFIELD SCHOLARS' ACADEMY**

**PROPOSED BUDGET**  
**SUMMARY OF INCOME AND EXPENDITURES**  
**2025-2026**

ACCOUNT	DESCRIPTION	PER STUDENT OF PER MONTH	PROPOSED BUDGET SY 2025-2026	NOTES
	NUMBER OF STUDENTS	83	CONFIRMED	
TOTAL ESTIMATED INCOME			\$844,897.02	
TOTAL TEACHER SALARIES & BENEFITS			(\$344,999.95)	
OTHER SALARIES - CLASSIFIED			(\$251,268.54)	
ADMINISTRATION			(\$10,437.00)	
CLASSROOM INSTRUCTION			(\$2,620.00)	
SPECIAL EDUCATION			(\$23,832.66)	
GUIDANCE SERVICES			(\$250.00)	
HEALTH SERVICES			(\$205.00)	
FISCAL SERVICES			(\$480.00)	
PUPIL TRANSPORTATION			(\$4,176.00)	
MAINTENANCE & OPERATIONS			(\$2,223.72)	SEE BLDG EXPENSES
DATA PROCESSING			(\$25,907.28)	
OUTREACH			(\$727.20)	
FACILITIES			(\$2,505.00)	
OTHER			(\$600.00)	
TOTAL OPERATING EXPENSES			(\$325,232.40)	
TOTAL BUILDING EXPENSES			(\$51,842.30)	
TOTAL FOOD SERVICE			(\$57,346.73)	
TOTAL OTHER FEDERAL FUND EXPENDITURES			(\$17,250.00)	
TOTAL CSP EXPENDITURES			(\$41,234.96)	SEE CSP INCOME (REMAINING)
TOTAL EXPENDITURES			(\$837,906.35)	
SUBTOTAL			\$6,190.67	
BEGINNING BALANCE (ENDING BALANCE SY24-25)			\$24,586.92	
ESTIMATED ENDING BALANCE SY 25-26			\$30,777.59	



## CHARTER AGREEMENT

This Agreement is executed by and between the Arkansas Department of Education, Division of Elementary and Secondary Education (“the **ADE**”) and Garfield Education Foundation (the “**Applicant**”) to establish and operate Garfield Scholars Academy (the “**Charter School**”), an open-enrollment public charter school to be located in the Rogers School District.

**WHEREAS**, the State of Arkansas has enacted the Arkansas Quality Charter Schools Act of 2013, codified as Ark. Code Ann. § 6-23-101 *et seq.*, as amended from time to time (the “**Act**”);

**WHEREAS**, pursuant to the Act, the ADE and the State Board of Education possess the authority to approve applications to establish and operate public charter schools in the State of Arkansas and thereafter to enter into agreements with applicants setting forth the terms and conditions under which a charter school is to operate;

**WHEREAS**, pursuant to the Act, the Applicant submitted to the ADE public charter authorizer (“the **Authorizer**”) an application for establishment of a charter school, as subsequently (i) amended by the Applicant in writing prior to May 6, 2023, and (ii) amended by the Applicant orally in testimony to the Authorizer on October 17 2023, (the “**Application**”).

**WHEREAS**, at its meeting on October 17, 2023, the Authorizer approved the Application, as amended; and

**WHEREAS**, pursuant to the Act, the Authorizer is authorized to approve a charter contract with the Applicant and authorize the ADE to issue a charter to establish and operate a charter school;

**NOW, THEREFORE**, in consideration of the mutual covenants, representations, warranties and agreements contained herein and for other good and lawful consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

### SECTION 1. ESTABLISHMENT OF SCHOOL

1.1 Charter. A charter is hereby authorized and granted to the Applicant, solely for the benefit of the Charter School, to establish, organize, and operate an open-enrollment public charter school in accordance with the Act and the terms and conditions of this Charter Agreement, which, along with the “Statement of Assurances” filed by the Applicant, will constitute the charter contract (the “**Charter**”) and will be binding on the Applicant and the Charter School.

1.2 Term. The Charter will take effect upon July 1, 2024, and will expire on June 30, 2029, unless earlier terminated or renewed pursuant to the terms of this Charter or pursuant to the Act as amended.

1.2.1 The Charter School will commence instruction as described in the Application or as required by Ark. Code Ann. § 6-10-106.

1.2.2 The Charter School may seek approval from the Authorizer to take one (1) planning year before opening for instruction. Planning years are considered part of the charter term in Section 1.2. and the granting of a planning year does not constitute a revision to the Charter or an extension of the term of this contract.

1.3 Renewal. The Charter may be renewed only upon application of the Charter School and approval of the Authorizer, pursuant to an application form and schedule as published by ADE. Continuation or renewal of the charter is contingent on acceptable student performance on assessment instruments adopted by the State Board of Education (“the **State Board**”), and on satisfactory compliance with factors to include:

- The performance goals set forth in Appendix A, to be measured as of the date a new renewal application is filed with ADE;
- Any accountability provisions adopted by ADE or the State Board pursuant to regulatory flexibility granted by the United States Department of Education from the provisions of the Elementary and Secondary Education Act;
- The terms and conditions of this Charter;
- Generally accepted accounting standards of fiscal management;
- Fiscal performance criteria deemed appropriate and relevant for the Charter School by the Authorizer; and
- All applicable federal and state laws and regulations.

Renewal will be at the discretion of the Authorizer, and nothing in this Charter will be construed to mandate renewal or otherwise constrain the Authorizer’s discretion in approving or denying renewal.

1.4 Location. The Charter School will be located in the facilities identified in the Application, or as approved pursuant to Section 1.5 below. The Charter School will not commence operations with students in any facility until:

1.4.1 The Charter School has obtained and furnished to ADE a certificate of occupancy issued by a local code official approved by the state fire marshal, a certificate of occupancy or other approval issued by the state fire marshal, or a certificate of substantial completion issued by a licensed architect; and

1.4.2 The Charter School has obtained ADE’s approval of any lease or other debt directly related to the facility.

1.4.3 The occupancy limits of any facility will be as determined by the local code official or state fire marshal. The total enrollment of the Charter School will be limited to the enrollment cap identified below, except that the local code official, state fire marshal, or other entities acting under other law may exercise its authority to limit occupancy of the Charter School’s instructional facilities.

1.5 Change of Location. The Charter School may change its physical location or obtain additional facilities as follows:

1.5.1 The Charter School may occupy a facility other than the facility approved in the Application only with the prior approval of the Authorizer.

1.5.2 Any request to occupy a facility owned by or leased from a sectarian organization must be accompanied by a facility agreement setting forth the usage rights, obligations, and schedules for the Charter School and the sectarian organization, including identification of any shared use planned or permitted under the terms of the facility agreement or lease.

1.6 Code Requirements. All facilities occupied or utilized by the Charter School must at all times conform with the applicable provisions of: (i) the Americans with Disabilities Act (ADA); (ii) the Individuals with Disabilities Education Act (IDEA); (iii) all applicable health, safety and fire code requirements; and (iv) any other applicable federal, state, or local statute, ordinance, or rule.

1.7 Waiver. The Charter School is hereby declared exempt from the provisions of Title 6, Chapter 21, Subchapter 8 of the Arkansas Code (“Arkansas Public School Academic Facilities Program Act”) and any ADE regulations implementing the same.

## SECTION 2. SCHOOL GOVERNANCE

2.1 Board Composition. The Charter School will form a Board of Directors (the “**Charter Board**”), which will consist of appointed or elected members in accordance with the procedures set forth in the Application. Except for those provisions of law waived, the Board of Directors must comply with Ark. Code Ann. § 6-13-601 *et seq.* Any material changes in the approved governing structure as stated in the Application will constitute an amendment and requires prior approval from the Authorizer.

2.2 Operating Procedures. The Charter Board will adopt and operate in compliance with written operating procedures, consistent with the terms of the Application. Any material change to the approved board operation as stated in the Application, including, but not limited to, the number and qualifications of members, length of members' terms, frequency of required meetings, and/or the powers and duties of the Charter Board will constitute an amendment and requires prior approval from the Authorizer.

2.3 Ethics and Disclosure. Charter Board members are defined to be “public servants” as that term is used in Title 21, Chapter 8 (“Ethics and Conflicts of Interest”) of the Arkansas Code.

2.3.1 No person may hold any employment with the Charter School while serving as a Charter Board member.

2.3.2 No family member of a Board member may be initially employed by the Charter School or given a raise or promotion except as permitted by Ark. Code Ann. § 6-24-101 *et seq.*

2.3.3 No Charter Board member, nor any family member of a Charter Board member, may contract with the Charter School except as permitted by Ark. Code Ann. § 6-24-101 *et seq.*

2.3.4 No Charter Board member may receive compensation from the Charter School, other than reimbursement of actual expenses, for fulfilling duties as a Board member.

2.3.5 Every Charter Board member must annually file a Statement of Financial Interest as required by Ark. Code Ann. § 21-8-701.

2.4 Waiver. The Charter School is subject to the provisions of this contract, Title 6 the Arkansas Code, and any ADE rules implementing the same, unless specifically waived herein as set forth in Appendix B.

2.5 Charter Management Organization. The Charter Board may contract with a third-party entity for the provision of all or a substantial portion of the comprehensive services necessary to manage and operate the Charter School, only with the prior approval of the Authorizer. In no event may the Charter Board delegate or assign its responsibility for fulfilling the terms of this Charter. The termination or change of a Charter Management Organization requires prior approval by the Authorizer.

2.5.1 Nothing in this Charter will be interpreted to prevent the Charter School from entering into contracts or other agreements with a school district, community partnership, state agency, or other entity for non-comprehensive services related to the operation of the school.

2.5.2 The terms of such contracts for services may be negotiated between the Charter School and the local school board or other entity. Such contracts for services will, at all times, be subject to the requirements of this Charter.

2.5.3 Any such contract which contains or constitutes a debt of the school will be subject to prior ADE approval, as required in Section 5.7 below.

2.5.4 In its provision of comprehensive services on behalf of the Charter School, the Charter Management Organization will be bound to the obligations and restrictions of this Charter to the same extent the Charter School itself is bound.

2.6 Transparency. The Applicant acknowledges that the Charter School and Charter Board are subject to the obligations of the Arkansas Freedom of Information Act, Ark. Code Ann. §§ 25-19-101 *et seq.* Except as allowed or required by law, all meetings of the Charter Board must be open to the public.

### **SECTION 3. SCHOOL OPERATION**

3.1 Mission Statement. The Charter School will operate under the mission statement set forth in the Application. Any change to that Mission Statement will be an amendment to this Charter and will require Authorizer approval.

3.2 Age; Grade Range; Number of Students. The Charter School will provide instruction to a maximum of 340 students in Grades PK - 8.

3.2.1 The Charter School must obtain approval from the Authorizer prior to enrolling any student, who, if enrolled, would cause the school's enrollment to exceed the total maximum enrollment of the school as set forth in this section.

3.2.2 The Charter School may make modifications as to the number of students in any particular grade, and number of students within a class to accommodate staffing exigencies, facility limitations, and attrition patterns provided such modifications are otherwise consistent with this Charter, and provided the total enrollment does not exceed the maximums set forth in this section.

3.2.3 An expansion to serve grade levels not currently approved by the Authorizer will be an amendment to the terms of this Charter and will require prior approval by the Authorizer.

3.3 Student Recruitment; Admission; Enrollment; Attendance. The Charter School will implement a student recruitment and enrollment plan, consistent with the terms of the Application, that ensures the Charter School is open to any eligible child and encourages the enrollment of a diverse student population consistent with the mission set forth in the Application.

3.3.1 The Charter School will adopt and operate in compliance with policies for admission, enrollment, attendance and student withdrawal that are consistent with applicable law and regulations, and the policies, if any, set forth in the Application. The Charter School may not modify or deviate from the enrollment policies, preferences, or limitations set forth in the Application without prior approval by the Authorizer.

3.3.2 The Charter School will annually implement a random, anonymous lottery process, consistent with the procedure set forth in the Application, should there be more student applications than can be accommodated under the terms of this Charter.

3.3.3 The Charter School will not discriminate in its admissions policy or operations on the basis of gender, national origin, race, ethnicity, religion, disability, or academic or athletic eligibility, except that the Charter School may in its admissions policy provide for the exclusion of students who have been expelled from another public school district in accordance with Title 6 of the Arkansas Code.

3.4 Student Learning and Achievement. The Charter School will implement the educational programs set forth in the Application so that its students may (i) meet or exceed the performance goals set forth in Appendix A and (ii) meet or exceed the accountability requirements established by ADE or the State Board in compliance with federal law or pursuant to regulatory

flexibility granted by the United States Department of Education from the provisions of the Elementary and Secondary Education Act. The performance goals set forth in Appendix “A” may be modified or supplemented only by mutual consent of the Charter School and the Authorizer.

3.5 Student Assessment. The Charter School will implement all student assessment requirements set forth in the Arkansas Educational Support and Accountability Act (AESAA), Ark. Code Ann. §§ 6-15-2901 *et seq.*, or in ADE’s implementing regulations, except as specifically waived herein. Violations of ADE assessment procedures are subject to sanctions by the State Board, including without limitation sanctions pursuant to Ark. Code Ann. §§ 6-15-2907 and 6-23-105 and to any ADE rules governing testing security, violations, and improprieties.

3.6 Educational Program and Curriculum. The Charter School will implement an educational program and curriculum consistent with the approved Application. The Charter School may revise and amend the program and curriculum to permit the School to meet its educational goals and student achievement standards. Any change in the educational program that changes the mission and goals, as approved in the Application and stated in Appendix A, constitutes an amendment and requires prior approval from the Authorizer.

3.7 School Calendar; Days and Hours of Operation. The days and minutes of the operation of the Charter School will be as set forth in the Application or as required by law or regulation.

3.7.1 The Charter School may not materially reduce its days or minutes of student-teacher interaction time without Authorizer approval. For purposes of Section 3.7, a material reduction is defined as a reduction of twenty (20) or more minutes per day, or five (5) or more days per year, as measured by the school calendar, from the terms set forth in the Application.

3.7.2 Days or minutes unavoidably lost due to exceptional or emergency circumstances resulting from a contagious disease outbreak, inclement weather, or other acts of God will not be considered a material reduction, so long as the Charter School offers a minimum of 178 full student-teacher interaction days per year. Waiver of this requirement will be available on the same terms and same procedures as for traditional public schools.

3.7.3 Alternative Method of Instruction (AMI) days approved by the ADE will count towards the 178-day student-teacher instruction days. AMI days do not need to be approved by the ADE if the Charter School has a waiver of the 178-day student-teacher instruction days.

3.8 Disciplinary Code. The Charter School will adopt and operate in compliance with written policies and procedures for discipline, including guidelines for suspension and expulsion, consistent with the policies, if any, set forth in the Application, and disseminate those rules and procedures to students and parents.

3.8.1 The policies and procedures must be consistent with the requirements of due process, the provision of alternative instruction and with federal laws and regulations governing the placement of students with disabilities.

3.8.2 Except as allowed by law, the Charter School will adopt and implement the provisions of 34 CFR Part 300 relating to the discipline of students with disabilities. To the extent that any provision of the Application conflicts with the provisions of this paragraph or 34 CFR Part 300, the provisions of this paragraph and 34 CFR Part 300 will govern.

3.8.3 The Charter School will not expel any student, or otherwise coerce a student to withdraw, except in accordance with the terms of these written discipline policies and procedures.

3.9 Food Services. Except as specified in the Application, the Charter School may initiate or terminate participation in the National School Lunch Program only with the prior approval of the Authorizer.

3.10 Students with Disabilities. The Charter School will furnish the special education, related services, and accommodations necessary to provide, as an integral part of the school, a free appropriate public education to students with disabilities in accordance with the Individuals with Disabilities Education Act (IDEA) (20 U.S.C. § 1401 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), the Children with Disabilities Act (Ark. Code Ann. §§ 6-41-201 et seq.), and any other applicable federal or state laws or regulations.

3.10.1 The services provided will reflect the full range of programs and services required to provide such students with a high-quality education based upon the individualized education program developed for the child.

3.10.2 The Charter School may provide special education and related services by contracting with a school district or other provider.

3.10.3 The Charter School is designated as a local education agency (LEA) for purposes of meeting special education requirements under federal and state law. The Charter School is eligible to receive federal funds under Part B of IDEA disbursed by ADE, along with state funds dedicated to special education, on the same terms and conditions as traditional public schools.

3.11 English Language Learners. The Charter School will be responsible for meeting the needs of English language learners (ELL) in compliance with Arkansas and federal law. The Charter School will provide resources and support to ELL students to enable them to acquire sufficient English language proficiency to participate in the mainstream English language instructional program and achieve proficiency in all core content subjects. The Charter School will follow ADE's rules and procedures for identifying, assessing, and exiting ELL students consistent with state and federal law and shall take such actions as ADE deems necessary from time to time to assure compliance with any applicable court order. ADE and the Charter School will work

collaboratively to assure compliance with ADE's ELL rules in a manner that preserves the essential nature of the unique educational program of the Charter School while maintaining full compliance with the requirements of state and federal law regarding services to ELL students.

3.12 Student Records. The Charter School is hereby defined to be an education agency as that term is defined by the Family Educational Rights and Privacy Act of 1974 (FERPA) and will be subject to its restrictions and mandates regarding the confidentiality and availability of student records. In the event of the closure of the Charter School, or the termination, revocation, or non-renewal of this Charter:

3.12.1 The Applicant must take all steps necessary to protect and maintain all student records, consistent with the provisions of FERPA, ADE Rules Governing Public Charter Schools, and ADE Rules Governing Student Permanent Records.

3.12.2 The Applicant must take all steps necessary to ensure that each student's records are securely delivered to the school to which the student transfers. The Applicant must take all steps necessary to ensure that all unclaimed student records are promptly and securely delivered to a person or entity designated by ADE.

3.12.3 The Applicant must take all steps necessary to promptly and securely deliver all child nutrition records, including without limitation applications for free/reduced meals, to the ADE Child Nutrition Unit.

3.13 Site Visits. ADE may, at its discretion, conduct announced or unannounced site visits consistent with its oversight authority. Such site visits may include any activities reasonably related to fulfillment of ADE's oversight responsibilities including, but not limited to: inspection of the facilities, inspection of records maintained by the Charter School, interviews and observations of the principal, Charter Board, staff, school families, and community members, and observation of classroom instruction.

#### **SECTION 4. SCHOOL PERSONNEL**

4.1 Employment. The Charter School may employ, discipline, manage, and dismiss teachers, administrators, and other personnel as set forth in the Application. Neither the Charter School nor the Applicant will discriminate on the basis of race, gender, national origin, ethnicity, religion, age, or disability in employment decisions, including hiring and retention of administrators, teachers, and other employees whose salaries or benefits are derived from any public funds.

4.2 Policies and Staffing Plan. The Charter School will adopt and operate in compliance with its approved written personnel policies and procedures. The Charter School in its discretion may deviate from the staffing plan set forth in the Application. However, prior approval from the Authorizer is required for any material modification of (i) the authority of the school's director; or (ii) the professional qualifications required for the school's chief operating officer, principals/administrators, counselors, or teachers.



4.3 Teacher Qualifications. The Charter School will ensure that each instructional employee of the charter school has the experience, training and skills appropriate to the instructional duties of the employee.

4.3.1 The Charter School will comply with Arkansas law and ADE regulations governing the employment of teachers, except as specifically waived herein.

4.3.2 Notwithstanding any waiver granted by the Authorizer, any teacher, must meet the requirements of the ADE Rules Governing Arkansas Qualified Teachers.

4.3.3 The Charter School may not employ in any capacity any individual whose educator license has been revoked or is currently suspended by the State Board regardless of whether a license is required for the position, unless as specifically waived herein.

4.4 Background Checks. All teachers and school personnel employed by or in the Charter School, whether licensed or unlicensed, whether full-time or part-time, must submit to the criminal background and central registry checks required by law. No person may be employed by or in the Charter School who is barred from school employment by Ark. Code Ann. §§ 6-17-411 or 414, by other law, or by ADE regulations.

## **SECTION 5. SCHOOL FINANCE**

5.1 Fiscal Year. The Charter School's fiscal year will consist of the twelve-month period beginning July 1 and ending on the following June 30.

5.2 Budget. As required by Arkansas law and ADE rules, the Charter Board will, no later than September 30 of each year, adopt and electronically file with ADE a budget of expenditures and receipts for the current fiscal year.

5.3 Financial Controls and Reporting. The Charter School will at all times maintain appropriate governance and management procedures and financial controls. The Charter School will comply with all reporting requirements imposed by law or regulation, and will fully participate in the Arkansas Public School Computer Network (APSCN) finance and educational data reporting system.

5.4 Annual Audits. As required by Arkansas law and ADE rules, the Charter School will, no later than March 30 unless an extension is granted by ADE, file an independent audit of the prior fiscal year as conducted by the Division of Legislative Audit or by a private auditor selected by the Charter Board according to Ark. Code Ann. § 10-4-413. If the Charter School changes its auditing practice, prior approval by the Authorizer is necessary.

5.5 School Funding. ADE will disburse state foundation, categorical, and special education funding to the Charter School in accordance with state law and regulation. ADE will disburse federal funding to the Charter School in accordance with federal law and ADE policies.

5.5.1 The Applicant understands that federal funding may be adjusted, reduced, withheld, or reallocated from time to time, due to (i) enrollment changes, (ii) maintenance of effort requirements, or (iii) other factors identified in law or policy.

5.5.2 In some cases, ADE policies or federal law require or allow alternative federal funding calculation methods for a year in which a charter school experiences a “significant change” or “significant expansion” of enrollment. The parties agree that in these cases, a “significant change” or “significant expansion” will be defined as any year in which (i) the Charter School undergoes one of the listed events in Ark. Code Ann. § 6-23-501(a)(2)(A), or (ii) the Charter School’s enrollment cap is modified.

5.5.3 The parties understand and agree that for the Charter School to receive an accurate level of federal funding calculated on student enrollment, each student’s resident district LEA must be accurately identified in the appropriate Statewide Information System (SIS) fields, since some federal funding received by charter schools is paid from the traditional public school district’s allocation. For the purpose of this section, a student’s “resident district LEA” is the traditional public school district where the student resides, pursuant to the definition in Ark. Code Ann. § 6-18-202.

5.6 Tuition and Fees. The Charter School may not charge tuition or fees of any kind as a condition of enrollment. The Charter School may not impose any fees that a public school district would be prohibited from imposing. Nothing in this section will be construed to prohibit the Charter School from imposing fees that a school district would be permitted to impose.

5.7 Debt. The Charter School may not incur any debt, whether in the form of a lease, loan, mortgage, contract, or other financial obligation, without the prior review and approval of ADE pursuant to ADE rules. For purposes of this Charter, “debt” has the same meaning as set forth in the appropriate rules promulgated by ADE.

5.7.1 The Charter School may not use the funds that it receives from the state for any sectarian program or activity or as collateral for debt.

5.7.2 No indebtedness of any kind incurred or created by the Charter School shall constitute an indebtedness of the State of Arkansas or its political subdivisions, and no indebtedness of the Charter School shall involve or be secured by the faith, credit, or taxing power of the State of Arkansas or its political subdivisions.

5.7.3 Every contract or lease into which the Charter School enters must include the wording of section 5.7.2 above.

5.7.4 The Applicant and Charter School acknowledge that in the event of the closure of the Charter School, or the termination, revocation, or non-renewal of this Charter, neither the State of Arkansas nor the Arkansas Department of Education will have any liability whatsoever for any debt or other financial obligation of the Applicant or Charter School.

5.8 Grants, Gifts and Donations. Nothing in this Charter will be interpreted to prevent the Charter Board from accepting grants, gifts, or donations of any kind and to expend or use such grants, gifts, or donations provided that any such grants, gifts, or donations not be subject to a condition that is contrary to this Charter or any applicable law.

5.9 Inventory of Assets; School Property. The Charter School will maintain a complete and current inventory of all school property and will update the inventory no less than annually. The inventory must specifically identify those items purchased with non-public funds. The inventory must specifically identify any items maintained in the Charter School facility but owned by the Applicant or another entity.

5.9.1 Any item of property maintained in the Charter School facility, but not identified in the current inventory as owned by the Applicant or another entity, will be presumed to be property of the Charter School purchased with public funds.

5.9.2 All assets, whether real, personal, or intangible, purchased with public funds by the Applicant on behalf of the Charter School, will be deemed property of the Charter School purchased with public funds.

5.10 Maintenance of Eligible-Entity Status. During the term of this Charter, the Applicant will maintain its status as an eligible entity as defined in Ark. Code Ann. § 6-23-103. The Applicant will notify ADE within five (5) days of any change to its eligibility status. Failure of the Applicant to maintain its eligibility status will constitute a material breach of this Charter.

5.11 School Closure. In the event of the closure of the Charter School, or the termination, revocation, or non-renewal of this Charter, the following provisions will apply:

5.11.1 No more than ninety (90) days after Charter termination, or sooner as designated by ADE, the Charter School or Applicant must take all steps necessary to securely deliver all of the Charter School's financial and personnel records to the person or entity designated by ADE, for the purpose of ensuring the availability of records for the Charter School's final audit.

5.11.2 The Charter School and Applicant will fully cooperate with ADE as it implements the close-out procedures set forth in ADE rules, including the immediate transition to receivership in the event of a revocation by the Authorizer.

5.11.3 With the specific consent and approval of ADE, the Charter School or Applicant may continue limited operations after the expiration of this Charter, for the purpose of closing out the Charter School's finances. These operations may include, with ADE's approval, the issuing of warrants and the transfer of funds.

5.11.4 Any charter school funds remaining at the time this Charter terminates, whether held by the charter school or by ADE, may be expended or retained by ADE as allowed by law.

5.11.5 If any charter school funds remain after the payment of obligations as required by ADE's Rules Governing Public Charter Schools, the remaining funds may be used to pay expenses directly related to and necessitated by closure of the school.

5.11.6 If any charter school funds remain after the payment of closure expenses, the remaining funds may be expended or retained at ADE's discretion, as allowed by law.

## **SECTION 6. CONTRACT IMPLEMENTATION AND OTHER COVENANTS**

6.1 Required Notifications. The Charter School must immediately notify ADE of:

6.1.1 Any conditions that it knows are likely to cause it to violate the terms of this Charter or applicable law;

6.1.2 Any circumstance requiring the closure of the Charter School or any of its campuses for more than five (5) consecutive school days, not including Alternate Methods of Instruction (AMI) days, due to a natural disaster, such as an earthquake, storm, flood, or other weather-related event, other extraordinary emergency, or destruction of or damage to the school facility;

6.1.3 The arrest or charge of any member of the Charter Board or of a Charter School employee for any crime punishable as a felony, any crime related to the misappropriation of funds or theft, any crime or misdemeanor constituting an act against a minor child or student, or any crime listed in Ark. Code Ann. § 6-17-410(c) or 414(b), or of the investigation of a member of the Charter Board or of any Charter School employee for child abuse or neglect;

6.1.4 Default on any obligation of the Charter School, including without limitation (i) debts for which payments are past due by sixty (60) days or more, and (ii) checks or warrants of the Charter School returned by a bank for insufficient funds; or

6.1.5 Any enrollment decrease of ten percent (10%) or more compared to the most recent student count submitted to ADE.

6.2 Termination. The Charter School may terminate this Charter by giving notice to ADE no later than January 15, with termination to be effective the following July 1. The Charter School may terminate this Charter at any other time only with the approval of the Authorizer. The Authorizer may non-renew, modify, or revoke this Charter, or place the Charter on probation, at any time and for any reason allowed by Ark. Code Ann. § 6-23-105 or other applicable law, or for a material breach of this Charter.

6.3 Notice. Any notice required or permitted under this Charter must be in writing and will be effective (i) immediately upon personal delivery, subject to verification of service or acknowledgement of receipt, or (ii) no more than three (3) days after mailing when sent by certified mail, postage prepaid to the following:

In the case of the Charter School: Joy Thomas Sawyer, Ed.S.  
18432 Marshall Street  
Garfield, AR 72732

In the case of ADE: Charter School Office  
Arkansas Department of Education  
Four Capitol Mall  
Little Rock, AR 72201

6.4 Entire Agreement. The Parties intend this Charter, to include this Charter Agreement, the Statement of Assurances submitted with the Application, the Application, Appendices “A” and “B”, and any attachments and exhibits thereto, to represent a final and complete expression of their agreement, which will be considered the Charter. All prior representations, understandings, and discussions are merged herein, and no course of prior dealings between the Parties may supplement or explain any terms used in this document. The Parties recognize that amendments to this Charter may be approved or required by the Authorizer from time to time hereafter.

6.5 Indemnification and Disclaimer of Liability.

6.5.1 The Parties acknowledge that the Charter School is not acting as the agent of or under the direction and control of ADE, except as required explicitly by law or this Charter, and that ADE does not assume liability for any loss or injury resulting from (i) the acts or omissions of the Charter School, its directors, trustees, agents, assigns, or employees; (ii) the use and occupancy of the building or buildings occupied by the Charter School, or any matter in connection with the conditions of such building or buildings; or (iii) any debt or contractual obligation incurred by the Charter School.

6.5.2 The Charter School acknowledges that it is without authority to extend the faith and credit of ADE to any third party. The Charter School must clearly indicate to vendors and other entities and individuals that the obligations of the Charter School under agreement or contract are solely the responsibility of the Charter School or Applicant and are not the responsibility of ADE.

6.5.3 The Charter School and Applicant will defend, indemnify, and hold harmless ADE and its officers, directors, agents, and employees from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including but not limited to attorneys’ fees and litigation expenses which may be brought or made against or incurred by ADE on account of (i) the acts or omissions of the Charter School or Applicant, or their directors, trustees, agents, assigns, or employees; (ii) the use and occupancy of the building or buildings occupied by the Charter School or Applicant, or any matter in connection with the conditions of such building or buildings; or (iii) any debt or contractual obligation incurred by the Charter School or Applicant.

6.5.4 Nothing in this Charter may be construed in any way to waive, compromise, or abrogate the sovereign immunity of the State of Arkansas, or to waive, compromise, or

abrogate any sovereign, qualified, tort, charitable, statutory, or other immunity held by the State Board, ADE, the Applicant, or the Charter School, or their employees, agents, or assigns.

6.5.5 This Charter is not an employment contract. No officer, employee, agent, or subcontractor of the Charter School is an officer, employee, or agent of ADE or the State of Arkansas by virtue of this Charter.

6.5.6 ADE will not be liable for the torts, debts, or financial obligations of the Charter School or Applicant.

6.6 Waiver. The failure of any party to this Charter to insist on strict performance of any term or condition of this Charter will not constitute a waiver of that term or condition, even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

6.7 Assignment and Transfer. No right or interest in this Charter may be assigned, transferred, or delegated to anyone on behalf of the Charter School or Applicant without prior approval of the Authorizer.

6.8 Governing Law. This Charter will be governed by and construed in accordance with the laws of the State of Arkansas and all applicable federal laws of the United States.

6.8.1 The Applicant acknowledges that the Charter School is bound by the Arkansas Standards for Accreditation of Arkansas Public Schools and School Districts, by all ADE regulations, and by all other federal, state, and local laws and regulations, except as specifically waived herein or in Appendix “B” to this Charter.

6.8.2 The parties intend that where this Charter references federal laws or regulations, state laws or regulations, or ADE rules, that they be bound by any amendments to such laws or regulations upon the effective date of such amendments. Any waiver of state law or rule may be modified, terminated, or rendered moot by an act of the Arkansas General Assembly or the promulgation of a new ADE rule.

6.8.3 This Charter is contingent upon legislative authorization, and the Charter or the funding under it may be modified, terminated, or rendered moot by an act of the Arkansas General Assembly.

6.8.4 Any term of this Charter that conflicts with any state or federal law, rule, or regulation is superseded by the law, rule, or regulation to the extent that the law, rule, or regulation conflicts with the contract term.

6.9 Amendment. No amendment to this Charter, whether material or not, will be valid without the prior approval of the Authorizer. All amendments to this Charter must be included in Appendix C.

6.10 Severability. The provisions of this Charter are severable. Any term or condition deemed illegal or invalid will not affect any other term or condition, and the remainder of the Charter will remain in effect through the end of the term of this Charter unless otherwise terminated by one or both of the parties.

6.11 Third-Party Beneficiary. The enforcement of the terms and conditions of this Charter, and all rights of action relating to such enforcement, is strictly reserved to the ADE and the Applicant acting on behalf of the Charter School. Nothing contained in this Charter will give or allow any claim or right of action whatsoever by any third person. It is the express intent of the parties to this Charter that any person receiving services or benefits hereunder will be deemed an incidental beneficiary only.

6.12 Counterparts; Signature by Facsimile or Electronic Mail. The Charter may be signed in counterparts, which will together constitute the original Charter. Signatures received by facsimile or electronic mail by the parties will have the same effect as original signatures.

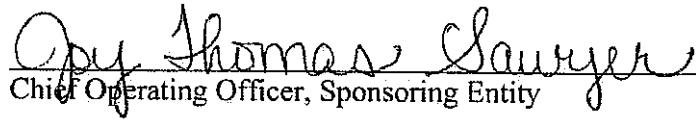
6.13 Authorization. The Applicant affirms as a condition of this Charter that the person signing this Charter on behalf of the Applicant is the chief operating officer of the public charter school and has authority to sign this Charter on behalf of the Applicant and the Charter School.

6.14 Order of Precedence. In the event of any inconsistency in or conflict among the document elements of this Charter, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the following order: (1) this Charter (as amended from time to time by the Authorizer); and (2) the Application.

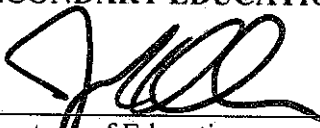
6.15 Review. The parties acknowledge that any final decision of the Authorizer to approve, reject, renew, non-renew, place on probation, modify, transfer, assign, revoke, or deny a public charter is subject to review by the State Board under Ark. Code Ann. § 6-23-701 *et seq.*

**SECTION 7. EXECUTION**

IN WITNESS WHEREOF, the parties have made and entered into this Charter as of the effective date set forth above.

  
Chief Operating Officer, Sponsoring Entity

**ARKANSAS DEPARTMENT OF EDUCATION, DIVISION OF ELEMENTARY AND  
SECONDARY EDUCATION**

  
Secretary of Education



**Appendix “A” – Mission and Performance Goals**

<b>Goal</b>	<b>Measuring Instrument</b>
<b>75% of scholars K-5 will achieve a year’s growth overall on the MAP Reading assessment by the end of the 2024-25 school year.</b>	<b>NWEA MAP Reading</b>
<b>75% of scholars K-5 will achieve a year’s growth overall on the MAP Math assessment by the end of the 2024-25 school year.</b>	<b>NWEA MAP Math</b>
<b>75% of all non-exempted populations in grades 3-5 will be proficient or better in all areas on the annual state assessment at the end of the 2024-25 school year.</b>	<b>ATLAS Assessment</b>

### Appendix “B” - Waivers

<b>Waiver #1 Topic</b>	Alternative Learning Environment
<b>Arkansas Code Annotated</b>	Ark. Code Ann. § 6-15-1005(b)(5) 6-18-503(a)(1)(c)(i) 6-48-102 6-48-103
<b>Standard for Accreditation</b>	2-1.1
<b>ADE Rules</b>	DESE Rules Governing Student Special Needs Funding – Section 4
<b>Rationale for Waiver</b>	Garfield Scholar's Academy requests a waiver from ALE due to its smaller size. We will provide RTI and counseling services to meet all student needs and avoid the need for ALE. If a student needs to
	be removed from a class due to behavior, the Director will provide a quiet area for the student to regain self-control before returning to class. In extreme cases, GSA will work with a school-based committee including parents, teacher, counselor, Director and any other pertinent personnel to design a behavioral plan that serves to achieve the best possible outcome for the scholar. The behavioral plan will be closely monitored and adjusted as needed.

<b>Waiver #2 Topic</b>	School Superintendent
<b>Arkansas Code Annotated</b>	<ul style="list-style-type: none"><li>• 6-13-109</li><li>• 6-17-427</li></ul>
<b>Standard for Accreditation</b>	<ul style="list-style-type: none"><li>• 4-B.1</li><li>• 4-B.2</li></ul>
<b>ADE Rules</b>	DESE Rules for Governing Superintendent Mentoring Program
<b>Rationale for Waiver</b>	Enrollment will be too small to support the salary requirements for a superintendent. The Board will serve as the governing entity in place of the superintendent. Board members will receive specific training through the APSRC.

<b>Waiver #3 Topic</b>	School Board of Directors and Election Laws
<b>Arkansas Code Annotated</b>	§6-13-601 et seq. (with exception of §6-13-612, 618, 620, 622, 623, 625, 626, 628 and 629) §6-13-619 (c) and (d) School District Board of Directors §6-14-101 et seq General Application of Election Laws.
<b>Standard for Accreditation</b>	
<b>ADE Rules</b>	
<b>Rationale for Waiver</b>	<p>Standard for Accreditation ADE Rules Rationale for Waiver</p> <p>Garfield Education Foundation (GEF), a 501c3 non-profit, seeks a waiver from the selection, board size, qualifications, powers, terms and vacancies of a School Board of Directors. GEF Board of Directors will oversee the Garfield Scholars' Academy (GSA). These board members are not selected by the public. The Garfield Education Foundation Board, currently consisting of five (5) members, with By-Laws permitting appointment of five (5) to twelve (12), will serve in that capacity. Any interested party may nominate an individual for a position on the Board of Directors by submission of a nomination in writing to the Board. Upon nomination, the Board will investigate the nominee's qualifications and interest in the position. Upon motion by a Director, the nomination may be brought to the floor during a regular or special meeting of the Board of Directors for a vote. A simple majority approval is required for acceptance of the nomination and appointment of the nominee to a position as a Director. Director terms shall be for a period of 3 years, starting January 1-December 31. The first year of any new member may be a partial year if their term does not begin on January 1. Since By-Laws state additional members are chosen at the discretion of the</p>
	<p>existing board, we request a waiver for school election (§6-14-101 et seq.). GEF's board is made up of business leaders, educators, and parent representatives with a common vision and goal. We ask for a waiver regarding physical attendance of board meetings due to additional responsibilities, work schedules and feasibility. Our members currently reside in Garfield, Benton, and Rogers. This has necessitated the use of electronic media, such as conference calls and ZOOM, for GEF's regular meetings. We request permission for Garfield Scholars' Academy School Board meetings to be a mixture of in-person and electronic attendance (following State and Federal guidelines as closely as possible). We will require the Professional Development of our board members. GEF shall govern the school with fiscal accountability and regulations per the law.</p>

<b>Waiver #4 Topic</b>	<b>Visual Art or Music/Fine Arts (AQT)</b>
<b>Arkansas Code Annotated</b>	Ark. Code Ann. §§ 6-16-130(a)(3)
<b>Standard for Accreditation</b>	
<b>ADE Rules</b>	DESE Rules Governing Visual Art and Music (Rule 3.03)
<b>Rationale for Waiver</b>	These part-time positions will be filled based on one day of instruction each due to our predicted student enrollment. Every effort will be made to secure a licensed teacher for these positions. However, if one cannot be secured, GSA would like to hire someone who meets AQT standards.

<b>Waiver #5 Topic</b>	<b>Library Media Specialist (AQT)</b>
<b>Arkansas Code Annotated</b>	Ark. Code Ann. § 6-25-104(a)(1)
<b>Standard for Accreditation</b>	Standard 4-F.1
<b>ADE Rules</b>	DESE rules governing educator licensure
<b>Rationale for Waiver</b>	<p>This part-time position will be filled based on one day of instruction each due to our predicted student enrollment. Every effort will be made to secure a licensed teacher for these positions. However, if one cannot be secured, GSA would like to hire someone who meets AQT standards.</p> <p>The school will have access to Chromebooks to leverage programs that will enhance library and media lessons. The school will partner with the public library literacy and media-related materials. Additionally, all core teachers will participate in professional development to support the library media standards taught by the part-time library media specialist. The Director of Schools for the</p>
	Garfield Scholars' Academy along with the Library Media Specialist will ensure that technology integration and Library Media Standards are implemented and monitored for program fidelity.

<b>Waiver #7 Topic</b>	<b>Health and Safety Services</b>
<b>Arkansas Code Annotated</b>	§6-18-706
<b>Standard for Accreditation</b>	2.E.1
<b>ADE Rules</b>	Rules Governing Public School Student Services
<b>Rationale for Waiver</b>	<p>GSA is requesting a waiver of hiring a full-time licensed registered nurse. The school plans to partner with a local health facility, retired nurse in the community or hire a part-time nurse that will provide an RN 2-3 days a week or ½ days, to administer health services to students.</p>

<b>Waiver #8 Topic</b>	<b>Personnel Policies – Teacher Excellence and Support System (TESS)</b>
<b>Arkansas Code Annotated</b>	Ark. Code Ann. §§ 6-17-2801, et seq
<b>Standard for Accreditation</b>	
<b>ADE Rules</b>	DESE Rules for Educator Support and Development
<b>Rationale for Waiver</b>	As a small new school, GSA administration will be collaborating closely with teachers to develop and implement a strong curriculum. This will require close monitoring of teacher implementation and effectiveness through the PLC process. Administration will be visiting classrooms and planning with teachers daily to ensure fidelity to the program. We are seeking this waiver for the FIRST YEAR ONLY to allow our teachers to build relationships with administration and each other to be true to the PLC process. This will allow teachers to try innovative teaching strategies in a risk-free and supportive environment.

*Charter Authorizing Panel Members,  
Please note that the address on page 8 of the  
application, the last page of this document, is the  
same address requested, via amendment.*

# 2023 New Open-Enrollment Public

## Charter School Application

**Garfield Scholars' Academy**

Name of Proposed Charter

☐ Initial Application - **Deadline May 15, 2023, at 5:00 p.m.**

Applications will not be accepted after this time.

☒ Final Application - **Deadline July 17, 2023, at 5:00 p.m.**

Applications will not be accepted after this time.

Any application that is substantially incomplete will not be forwarded to the authorizer for consideration. An application will be considered substantially incomplete if it does not provide enough information to enable staff at the Division of Elementary and Secondary Education to provide a meaningful review.

Division of Elementary and Secondary Education

Charter School Office

Four Capitol Mall



Little Rock, AR 72201

501-683-5312

### APPLICANT INFORMATION

<b>Name of Proposed Charter:</b>	<b>Garfield Scholars' Academy</b>
<b>Primary Contact for Application:</b>	<b>Joy Thomas Sawyer, EdS</b>
<b>Primary Contact Phone:</b>	<b>501-253-3707</b>
<b>Primary Contact Cell:</b>	<b>501-253-3707</b>
<b>Primary Contact Email:</b>	<b>77joy.lyn@gmail.com</b>

**Name of sponsoring entity:**

Garfield Education Foundation

**The sponsoring entity is eligible to apply for a public-school charter under the following category:**

- ☐ A public institution of higher education
- ☐ A private nonsectarian institution of higher education
- ☐ A governmental entity

**X** 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

**Name of Charter Management Organization:**

N/A
-----

**Other Schools Managed by the CMO:**

Name of School	Location	Year Established
N/A		

**1. Describe the public hearing which was held for the purpose of assessing support for the establishment of this public charter school. Include the number of attendees and the feedback and/or public comments that were received.**

On March 14<sup>th</sup>, 2023, an initial presentation was requested and presented at the March City Council meeting by the Mayor of Garfield, Gary Blackburn. Subsequently, the required public hearing was called by the proposed Director of the Garfield Scholars' Academy on **Tuesday, April 25<sup>th</sup>, 2023**. Notices were published on 4/2, 4/9 and 4/16 in the Sunday edition of The Northwest Arkansas Democrat Gazette. The hearing was also promoted online through social media for the cities of Garfield, Gateway and Avoca who are all currently served by the Garfield School. The City of Garfield included information about the meeting in their water bill for April to residents.

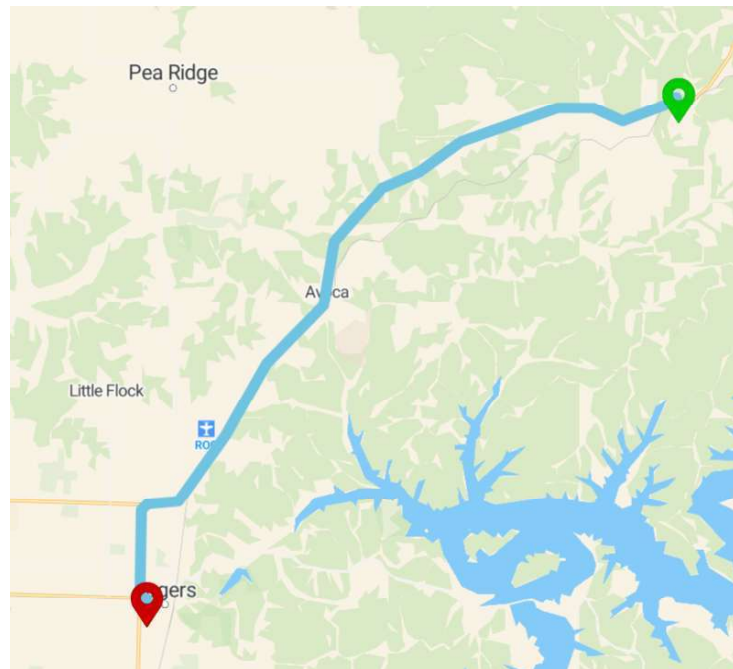
The Garfield Mayor, City Council and Community Stakeholders have been actively supportive of the Garfield Scholars' Academy from the beginning. We reached out to Senator Joshua Bryant who attended our public meeting. Twenty-six people and representatives from local news media were in attendance. A television interview of the proposed Director of Schools was conducted with KNWA-TV, outlining the relevant geographic need for a charter school in Garfield.

The superintendents of the Rogers Public Schools and Pea Ridge Public Schools were notified by email on Monday, April 3 of the intention to apply for an open-enrollment charter school in Garfield, AR. Dr. Jeff Perry, Rogers Public Schools, responded on that same day that he was in receipt of the email. Keith Martin, Pea Ridge Public Schools did not respond to the email so a letter was sent via USPS with a return receipt on Wednesday, April 5<sup>th</sup>. The letter was delivered and signed for on Friday, April 8<sup>th</sup>. These notices and the returned receipt are attached.

The proposed mission, vision and curriculum overview were presented, along with the existing educational challenges in this community calling for an open-enrollment public elementary school option. Time was allotted for questions from the public. Two surveys, one for parents/guardians and one for community members were distributed on relevant social media outlets for the public-at-large. Results of the surveys were presented containing ideas from the community. The Slides presentation, attendance pages and relevant survey results regarding community support have been included in the attachments.

**2. Describe the educational need for the charter in the geographical area to be served. Include quantitative data related to academic achievement.**

On January 18, 2023, the Rogers Public School Board of Education reached the decision to close Garfield Elementary School after the 2023-2024 school year. This will create an educational desert for the students living in the small communities surrounding Garfield. There is both an educational need and a community need for the school to remain open as a charter school. The closure of this school creates a hardship for the families of these young students as the nearest elementary school in the Rogers Public School District is approximately 13 miles from their current campus. (See Map Attachment) Students who may be accepted as “school of choice” students in the Pea Ridge School District would still have a 10-12 mile drive to school. Travel time to and from school for students would increase to as much as or more than one and a half hours one way each day if they continue enrollment in a Rogers Public School. Providing a free public option to this community will allow students to, among other things, arrive at school awake, alert and ready to learn. Additionally, the distance to the school where students will be relocated will negatively impact parental involvement in their student’s education. In many cases parents would have to travel 30 minutes to an hour home after work, retrieve their child(ren) and then, turn around and drive the same distance to attend any school events. This creates an education desert for the students who live in the Garfield school zone. Having a public charter school option in this community will allow long-standing community relationships between the school and families to continue into the future.



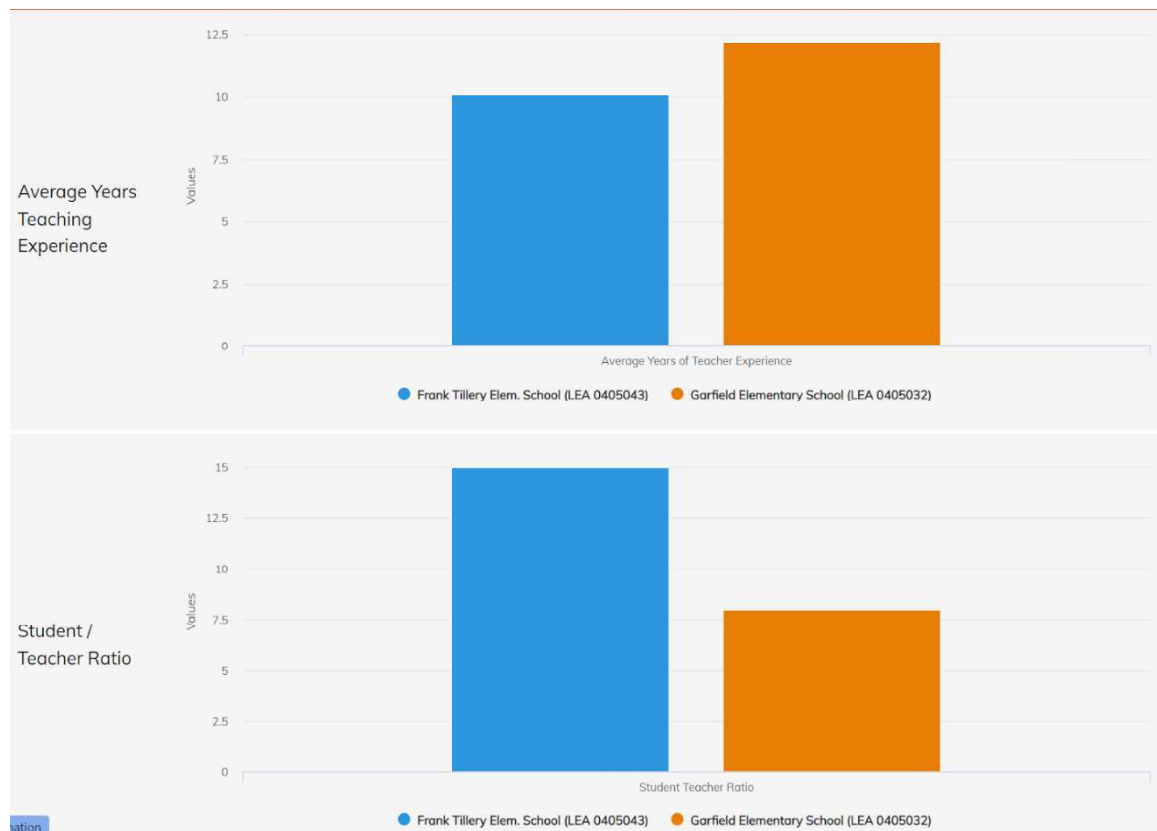
from 18432 Marshall Street, Garfield, Arkansas 72...  
to 211 South 7th Street, Rogers, Arkansas 72756, ...

← Search again

18 mins (21.91 km)

Currently, Garfield Elementary School is achieving the Report Card grade of a B. In the 2021-22 school year, the performance in Mathematics at Garfield for 3rd and 4th grades were higher than both the state and the relocation school, Frank Tillery Elementary. I seek to continue and improve this performance level by ensuring that students arrive at school alert and ready to learn, parents have many opportunities to be involved in their child's education and community members act as mentors so those students whose parents can't be as involved as they would like to be for whatever reason have someone in their corner helping them to succeed.

Due to the COVID pandemic, there are no ACT Aspire scores on the report card for the 2021-22 or the 2022-23 school year.



Smaller class sizes and a higher average years of teaching experience give students access to more expert individual attention. All current Garfield teachers will be given the opportunity to remain employed at Garfield.

**3. Describe in general terms, the area within the boundaries of the school district where the applicant intends to obtain a facility to be used for the open-enrollment public charter school.**

The current facility operating as Garfield Elementary School at 18432 Marshall St., Garfield, AR 72732, is the proposed location of Garfield Scholars' Academy. This historic school building is located 13.6 miles from the nearest elementary within the Rogers Public School system. Pea Ridge School District Primary School is 11 miles away. Students served by this building live as many as 20 miles away from the nearest Rogers Public School where they would be relocated. This building serves the communities of Garfield, Gateway and Lost Springs Village. It is also near Avoca and other areas of rural Benton County in NWA.

While the city of Garfield has been promised acquisition of this property by the Rogers School District, we will plan for an alternative site if this does not occur. Should the current school building not be available, we will seek use of a church or municipal facility to partner with until funding can be secured for a new building. Our first choice, however, is to be able to continue school operations in the current elementary school location.

**SCHOOL INFORMATION**

	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
<b>Grades to be Offered</b>	<b>K-5</b>	<b>PK-6</b>	<b>PK-7</b>	<b>PK-8</b>	<b>PK-8</b>

<b>Enrollment Cap</b>	<b>200</b>	<b>250</b>	<b>280</b>	<b>310</b>	<b>340</b>
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<b>Charter Site Address:</b>	18432 Marshall Street
<b>City:</b>	Garfield, Arkansas 72732
<b>Chief Operating Officer:</b>	Joy Thomas Sawyer, EdS
<b>Phone:</b>	501-253-3707
<b>School District Where Charter Will be Located:</b>	Rogers Public Schools
<b>List the districts from which the charter school expects to draw students:</b>	Rogers Public Schools  Pea Ridge Public Schools

**4. What type of educational model will the school follow?**

☒ **Traditional**

- ☐ 100% Virtual-
- ☐ College Prep
- ☐ Credit Recovery/ALE
- ☐ Community School

The Garfield Education Foundation 501.c (3) plays a pivotal role in the operation and financial success of Garfield Scholars' Academy, an open enrollment charter school dedicated to fostering academic excellence and personal growth among its students. The Foundation was created in 2023 for the sole purpose of oversight and support of Garfield Scholars' Academy. By providing essential funding and resources, the Foundation funds programs that enhance the educational experience of students at Garfield Scholars' Academy, mirroring its mission to empower our scholars to be purposeful learners, critical and creative thinkers, motivated citizens, and determined life long learners.

The Garfield Education Foundation employs a variety of strategies to effectively raise funds for the charter school. A few of the approaches we are employing include (1) Grant writing, (2) Community fund raising events, (3) Small business and corporate sponsorships, (4) Leveraging of social media platforms, and (5) Alumni engagement. These strategies, often used in combination, help us as an educational foundation build a diverse funding base to support our mission.

Within two weeks of the news that the existing elementary school building in Garfield had been donated to the Foundation, we raised over \$150,000 in donations with additional pledges of on-going support coming in. The donation of the building to the Foundation by a local patron and the move to the historic school building has been the impetus for an unprecedented nostalgic outpouring of financial support. Readyng the school for students to attend this Fall has truly been a labor of love for this close knit community, as local tradesmen and citizens have offered their time and talents towards this end.

Garfield Scholars' Academy has a robust PTO and strong community ties. The Garfield Education Foundation understands that alumni and community engagement will have a significant impact on the success of Garfield Scholars' Academy and the Foundation in several key ways: Financial support, recruiting and retention efforts, and fostering a sense of belonging and community.

Positive alumni experiences can influence prospective students' decisions to enroll. Engaged alumni are more likely to donate, providing essential financial resources for scholarships, programs, and infrastructure improvements. Their contributions can greatly enhance the school's financial stability. We have already experienced this in the donation of the historic elementary school building to the Foundation and the outpouring of donations and support for the school after people learned GSA would be seeking to move "back home" this year. Positive alumni experiences can influence prospective students' families to enroll their students at GSA.

Additionally, the Foundation engages frequently with the community and local businesses to build partnerships that further enrich the school's offerings. Much of what it has taken to complete repairs and ready the donated school building for the beginning of school has been accomplished through the generous donation of time, talents, and materials by the local businesses and community members. The community has invested heavily in the success of



the school in Garfield. Fundraising events and campaigns and strong community engagement and support create a sustainable financial model that allows the Academy to thrive and respond to the evolving needs of its students and families. (Note also that we are working with Charity Engine to assist us with online giving and donor campaigns and fundraising tools. They have worked with such organizations as Wounded Warrior Project and Easterseals as an all-in-one non-profit CRM.)

The Garfield Education Foundation's commitment to educational equity and excellence positions it as a crucial ally in the mission of Garfield Scholars' Academy, ensuring that all students have access to quality education and the resources necessary to succeed. We are committed to the success and sustainability of Garfield Scholars' Academy for the long-term. We respectfully ask that you approve the proposed move from the 1st Baptist Church of Garfield to the new location at 18432 Marshall Street, in Garfield (the existing elementary school once occupied by Rogers School District). Thank you in advance for your thoughtful consideration!

Melanie Kennon, EdD

Joy Sawyer

CEO, Co-Founder

COO, Co-Founder

Garfield Education Foundation  
Garfield Scholars' Academy

Garfield Education Foundation  
Garfield Scholars' Academy

# GARFIELD EDUCATION FOUNDATION INC

# INCOME and EXPENSES

MONTH

August 2025

			BUDGET SY 25/26	7/2025 for 6/2025	Jul-25	Aug-25	YEAR-TO- DATE TOTALS
		<b>BEGINNING BALANCE</b>	\$7,680.14	\$7,918.68	\$7,680.14	\$70,774.10	\$7,918.68
		<b>INCOME</b>					
3000	DONATIONS & GRANTS - INDIVIDUALS		\$162,233.72	\$0.00	\$62,233.75	\$50,000.00	\$112,233.75
3001	DONATIONS & GRANTS - GOVERNMENT		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3002	DONATIONS & GRANTS - FOUNDATIONS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3100	FUNDRAISING		\$0.00	\$0.00	\$882.00	\$844.16	\$1,726.16
	<b>TOTAL INCOME</b>		\$162,233.72	\$0.00	\$63,115.75	\$50,844.16	\$113,959.91
		<b>EXPENSES</b>					
4500	TRAINING / PD- FEES		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5000	STAFF APPRECIATION / BEREAVEMENT		(\$300.00)	\$0.00	\$0.00	\$0.00	\$0.00
6000	STUDENT NEEDS		(\$500.00)	\$0.00	\$0.00	\$0.00	\$0.00
6001	SCHOOL SUPPLIES		(\$200.00)	\$0.00	\$0.00	\$0.00	\$0.00
7000	ADVERTISING / OUTREACH / RECRUITMENT		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7001	POSTAGE		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7100	PROFESSIONAL SERVICES		(\$500.00)	\$0.00	\$0.00	\$0.00	\$0.00
7101	CURRICULUM DEVELOPMENT / CONSULTING		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7150	TECHNOLOGY		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7500	FUNDRAISER EXPENSES		(\$250.00)	\$0.00	(\$21.79)	\$0.00	(\$21.79)
8100	CLASSROOM FURNITURE & EQUIPMENT		(\$4,250.00)	\$0.00	\$0.00	\$0.00	\$0.00
8101	PLAYGROUND		(\$4,839.00)	\$0.00	\$0.00	\$0.00	\$0.00
8500	OPERATING EXPENSES		(\$250.00)	\$0.00	\$0.00	\$0.00	\$0.00
8501	ACTIVITIES		(\$3,000.00)	\$0.00	\$0.00	\$0.00	\$0.00
8502	KITCHEN SUPPLIES & EQUIPMENT		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8550	MEALS & ENTERTAINMENT		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8551	TRAVEL EXPENSES		(\$1,200.00)	\$0.00	\$0.00	\$0.00	\$0.00
8800	BUILDING REPAIRS, MAINTENANCE, UPGRADES		(\$55,000.00)	\$0.00	\$0.00	\$0.00	\$0.00
9000	MISC		\$0.00	(\$238.54)	\$0.00	\$0.00	(\$238.54)
	<b>TOTAL EXPENSES</b>		(\$70,289.00)	(\$238.54)	(\$21.79)	\$0.00	(\$260.33)
	<b>MONTHLY TOTALS (INCOME VS. EXPENSES)</b>			(\$238.54)	\$63,093.96	\$50,844.16	\$113,699.58
	<b>ENDING BALANCE</b>		<b>\$99,624.86</b>	<b>\$7,680.14</b>	<b>\$70,774.10</b>	<b>\$121,618.26</b>	<b>\$121,618.26</b>

SOME EXPENSE CATEGORIES ARE SHOWN BECAUSE INDIVIDUALS HAVE MADE DONATIONS FOR SPECIFIC ITEMS TO BENEFIT GSA STUDENTS - e.g. LUNCH MONEY (STUDENT NEEDS), SCHOOL SUPPLIES, PLAYGROUND COVER, ETC.

SEE ACCOUNT LIST FOR NOTES ON EACH CATEGORY

DONATIONS RECEIVED AS OF 8/4/2025	\$112,233.72
DONATIONS PLEDGED	
JOLLY	\$30,000.00
NEIGHBORS	\$20,000.00
	<hr/>
	\$162,233.72

# GARFIELD EDUCATION FOUNDATION INC

# INCOME and EXPENSES

SCHOOL YEAR TO DATE 2025-2025

		BUDGET SY 25/26		7/1/2025-6/30/2026	
	<b>BEGINNING BALANCE</b>		\$7,680.14		\$7,680.14
	<b>INCOME</b>				
3000	DONATIONS & GRANTS - INDIVIDUALS	\$162,233.72		\$112,233.75	
3001	DONATIONS & GRANTS - GOVERNMENT	\$0.00		\$0.00	
3002	DONATIONS & GRANTS - FOUNDATIONS	\$0.00		\$0.00	
3100	FUNDRAISING	\$0.00		\$1,726.16	
	<b>TOTAL INCOME</b>		<b>\$162,233.72</b>		<b>\$113,959.91</b>
	<b>EXPENSES</b>				
4500	TRAINING / PD- FEES	\$0.00		\$0.00	
5000	STAFF APPRECIATION / BEREAVEMENT	(\$300.00)		\$0.00	
6000	STUDENT NEEDS	(\$500.00)		\$0.00	
6001	SCHOOL SUPPLIES	(\$200.00)		\$0.00	
7000	ADVERTISING / OUTREACH / RECRUITMENT	\$0.00		\$0.00	
7001	POSTAGE	\$0.00		\$0.00	
7100	PROFESSIONAL SERVICES	(\$500.00)		\$0.00	
7101	CURRICULUM DEVELOPMENT / CONSULTING	\$0.00		\$0.00	
7150	TECHNOLOGY	\$0.00		\$0.00	
7500	FUNDRAISER EXPENSES	(\$250.00)		(\$21.79)	
8100	CLASSROOM FURNITURE & EQUIPMENT	(\$4,250.00)		\$0.00	
8101	PLAYGROUND	(\$4,839.00)		\$0.00	
8500	OPERATING EXPENSES	(\$250.00)		\$0.00	
8501	ACTIVITIES	(\$3,000.00)		\$0.00	
8502	KITCHEN SUPPLIES & EQUIPMENT	\$0.00		\$0.00	
8550	MEALS & ENTERTAINMENT	\$0.00		\$0.00	
8551	TRAVEL EXPENSES	(\$1,200.00)		\$0.00	
8800	BUILDING REPAIRS, MAINTENANCE, UPGRADES	(\$55,000.00)		\$0.00	
9000	MISC	\$0.00		\$0.00	
	<b>TOTAL EXPENSES</b>		<b>(\$70,289.00)</b>		<b>(\$21.79)</b>
	<b>ENDING BALANCE</b>		<b>\$99,624.86</b>		<b>\$121,618.26</b>