

## Friendship Amendment Narrative

Friendship Education Foundation, Inc. (FEF), the sponsoring entity for the Friendship Aspire Schools in Arkansas, is seeking amendments to its charter to do the following:

- 1.) Receive the Pine Bluff Lighthouse Elementary and Middle Schools, located at 708 West 2<sup>nd</sup> Avenue, Pine Bluff, AR 71601, and Capital City Lighthouse School, 3901 Virginia Drive, North Little Rock, AR 72118, from Lighthouse Arkansas Charter Schools, Inc.;
- 2.) Starting with the 2023-2024 school year, continue school operations at the current Capital City Lighthouse school as a Friendship Aspire school, and accept students from the Pine Bluff Lighthouse Elementary and Middle Schools into the appropriate, existing Friendship Aspire schools in Pine Bluff;
- 3.) Add a new K-5 Friendship North Little Rock campus (former Capital City Lighthouse School in North Little Rock, Arkansas);
- 4.) We intend to open grades as follows in School Year 2023-2024.
  - a. Pine Bluff School Locations:
    - i. Hazel Street Elementary – K-5
    - ii. PB Downtown Elementary School – K-2
    - iii. SE Middle School – 6-8
    - iv. SE High School – 9<sup>th</sup> grade
  - b. North Little Rock School Locations: (The Lighthouse transferred school)
    - i. Capital City Elementary – 1- 5
  - c. Little Rock School Locations:
    - i. Friendship Aspire Elementary (Garland Elementary) – K-5
    - ii. Friendship Aspire Middle (Garland Middle School) – 6-8
- 5.) Increase our enrollment cap from 2,285 to 2,785 students, to accommodate the additional students to be served pursuant to 2.) above;
- 6.) One-year school academic accountability waiver for the single Capital City North Little Rock school location (SY 2023-2024);
- 7.) Pre-lottery enrollment preference for any former Lighthouse student wishing to enroll in any Friendship school. Our current enrollment preferences and lottery processes would remain in place for students with siblings and/or students of Friendship employees or board members; and
- 8.) In order to ensure Friendship is able to provide any new Lighthouse student with intervention and additional education supports, e.g., one-on-one intervention, before/after school tutoring, etc., we want to enroll students at the North Little Rock School Location in the following manner:

10-Year North Little Rock Campus Enrollment Projections

	K	1	2	3	4	5	Total Campus Enrollment Cap
SY2023		19	23	16	19	23	100
SY2024			19	23	16	19	77
SY2025				19	23	16	58
SY2026	20				19	23	62
SY2027	20	20				19	59
SY2028	20	20	20				60
SY2029	20	20	20	20			80
SY2030	20	20	20	20	20		100
SY2031	20	20	20	20	20	20	120
SY2032	20	20	20	20	20	20	140



**Friendship  
Education Foundation**  
*A community of learners*

January 09, 2023

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

Re: Friendship Aspire Academies of Arkansas

Dear Ms. Summons:

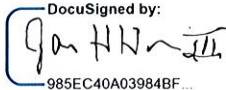
Pursuant to Section 4.02.4 of the ADE Rules Governing Public Charter Schools, I have enclosed a completed Charter Amendment Form (with the required attachments and related documents) for the purpose of requesting the following amendments to our charter:

- 1.) Receive the Pine Bluff Lighthouse Elementary and Middle Schools, located at 708 West 2<sup>nd</sup> Avenue, Pine Bluff, AR 71601, and Capital City Lighthouse School, 3901 Virginia Drive, North Little Rock, AR 72118, from Lighthouse Arkansas Charter Schools, Inc.;
- 2.) Starting with the 2023-2024 school year, continue school operations at the current Capital City Lighthouse school as a Friendship Aspire school, and accept students from the Pine Bluff Lighthouse Elementary and Middle Schools into the appropriate, existing Friendship Aspire schools in Pine Bluff;
- 3.) Add a new ~~Pre-K-3~~ Friendship North Little Rock campus (former Capital City Lighthouse School in North Little Rock, Arkansas); *← K-5 4th*
- 4.) Open all grades in School Year 2023-2024;
- 5.) Increase our enrollment cap from 2,285 to 2,785 students, to accommodate the additional students to be served pursuant to 2.) above;
- 6.) One-year school, academic accountability waiver for ALL former Lighthouse students, enrolled in any Friendship School;
- 7.) Pre-Lottery enrollment preference waiver for any former Lighthouse student wishing to enroll in any Friendship school; and
- 8.) Close out transferred grade levels and only enroll new students at the kindergarten level over the next three years or until existing students exit the school. This will allow Friendship to provide existing Lighthouse students with intervention and additional educational support, i.e., one-on-one intervention, before/after school tutoring, etc.

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

I am also contemporaneously sending a copy of this notice letter to the Superintendents of the North Little Rock and Pine Bluff School Districts.

Sincerely,

DocuSigned by:  
  
985EC40A03984BF...

Joe Harris, CEO for  
Phong Tran, Ed. D.  
Superintendent  
Friendship Education Foundation

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

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





# Charter Amendment Request From

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

**Charter Name:** Friendship Aspire Academies of Arkansas **LEA:** 3544700

**Superintendent or Director:** Dr. Phong Tran

**Email:** ptran@friendshipusa.org **Phone:** (504) 458-4512

## Type of Amendment(s) Requested

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

Address: 1) 3901 Virginia Dr, NLR AR 72118 and 2) 708 W 2nd Ave, PB AR 71601

School District: 1) North Little Rock School District and 2) Pine Bluff School District

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

Campus Name: \_\_\_\_\_

Current Address: \_\_\_\_\_

Proposed Address: \_\_\_\_\_

School District: \_\_\_\_\_

**Increase Enrollment Cap**

Current Cap: 2,285

Proposed Cap: 2,785

**Change Grade Levels Served**

Current Grade Levels Served: 1) k-5 and 2) k-8

Proposed Grade Levels Served: 1) k-5 and 2) k-8

**Waiver(s)**

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

Rationale for Waiver:

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

Rationale for Waiver:

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

\_\_\_\_\_

\_\_\_\_\_

Rationale for Waiver:

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

\_\_\_\_\_

\_\_\_\_\_

Rationale for Waiver:

# Facilities Utilization Agreement

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

Lessor (Owner): Friendship Education Foundation

Lessee (Tenant): Friendship Aspire Academies of Arkansas

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

Address of Premises: 3901 Virginia Drive, North Little Rock, AR 72119

Describe the present use of the facility: k-8 Elementary School

Square Footage: 16,825 sq ft Rental Amount: \$13,299.40 est.

Terms of Lease: 10 Years

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

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

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

Lessee: Friendship Aspire Academies of Arkansas

By: DocuSigned by: Jeff Pulliam Signature Jeff Pulliam Date: 01/10/2023  
7E92B5CB0096467...

Lessor: Friendship Education Foundation

By: DocuSigned by: Joe H Harris III Signature Joe H Harris III Date: 01/10/2023  
985EC40A03984BF...



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

**I. INTRODUCTORY STATEMENT**

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

**STATEMENT OF PURPOSE**

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

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

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

## II. TERMS

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



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

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

### **III. SCOPE OF WORK**

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

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

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

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



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

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

D. Friendship Considerations

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

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

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

#### **IV. ATTACHMENT TO CHARTER AMENDMENT REQUESTS**

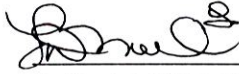
The Charter Amendment Requests to be submitted by the parties concerning the ALCS Schools named herein are attached to this MOU.

#### **V. THE FOLLOWING FURTHER PROVISIONS APPLY TO THIS AGREEMENT**

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

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

**Arkansas Lighthouse Charter Schools, Inc.**

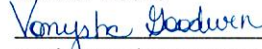


Authorized Signature

LaShawnDa Noel, CEO/Superintendent

Print Name and Title

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

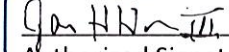


Authorized Signature

Vonysha Goodwin, Board Chairman

Print Name and Title

**Friendship Education Foundation**



Authorized Signature

Joe H Harris III                      FEF CEO

Print Name and Title

**Friendship Aspire Arkansas, Inc. School Board**



Authorized Signature

Jeff Pulliam                                      Board President

Print Name and Title



# MOU Attachment #1

## SCHOOL TRANSFER PLAN AND TIMELINE

### Summary:

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

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

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

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

All involved parties agree to the following:

*Both Friendship and Lighthouse will:*

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



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

*Friendship Aspire Academy will:*

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

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

Friendship Education Foundation will:

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

Things we have considered in our approach:

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



## TRANSITION TIMELINE

Before State Board Approval (beginning January 11, 2023)

### *Management Activities*

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

30 – 60 Days (2 months):

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

90 – 120 Days (3 months):

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

120 Days – First Day of School (Aug 2023)

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

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

**Current Lighthouse School Profile**

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



## Arkansas Lighthouse Charter Schools Revenue/Debt Obligations

As of October 14, 2022

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

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

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

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

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

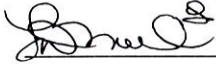
(b) *Loan Repayment.* The Loan will be repaid in arrears in quarterly installments as provided herein, with the first quarterly installment due on April 15, 2022 (for the months of January, February, and March) and all future installments due on each subsequent January 15 (for the months of October,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

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

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

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

**Arkansas Lighthouse Charter Schools, Inc.**



Authorized Signature

LaShawnDa Noel, CEO/Superintendent

Print Name and Title

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

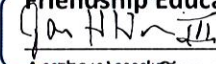


Authorized Signature

Vonysha Goodwin, Board Chairman

Print Name and Title

**Friendship Education Foundation**



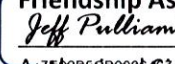
Authorized Signature

Joe H Harris III

FEF CEO

Print Name and Title

**Friendship Aspire Arkansas, Inc. School Board**



Authorized Signature

Jeff Pulliam

Board President

Print Name and Title



**Friendship Education Foundation**  
**Friendship Aspire Academy - All Schools**  
**5 YEAR PROJECTED FINANCIALS**

<b>Year</b>	<b>22-23</b>	<b>23-24</b>	<b>24-25</b>	<b>25-26</b>	<b>26-27</b>
Enrollment	917	1233	(2) 1550	1799	2216
State Foundation PPF	\$7,326	\$7,472	\$7,622	\$7,774	\$7,930
State Facility PPF	\$557	\$569	\$580	\$591	\$603
Other State PPF	\$1,458	\$1,488	\$1,517	\$1,548	\$1,579
Federal PPF	\$1,214	\$1,239	\$1,263	\$1,289	\$1,314
Food PPF	\$526	\$536	\$547	\$558	\$569
<i>Revenue Growth</i>	<i>2.00%</i>	<i>2.00%</i>	<i>2.00%</i>	<i>2.00%</i>	<i>2.00%</i>
<b>Revenue</b>					
State assistance	\$8,566,126	\$11,748,390	\$15,064,238	\$17,833,919	\$22,407,096
Federal assistance	\$1,113,456	\$1,527,098	\$1,958,104	\$2,318,117	\$2,912,555
Food	\$482,305	\$661,478	\$848,173	\$1,004,117	\$1,261,603
ESSER	\$2,264,964	\$2,264,964			
Other revenue	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
<b>Total Revenue</b>	<b>\$12,451,851</b>	<b>\$16,226,931</b>	<b>\$17,895,515</b>	<b>\$21,181,153</b>	<b>\$26,606,254</b>
<b>Expenses</b>					
Instructional Staff Salaries	\$1,652,400	\$2,340,900	\$2,960,770	\$3,555,790	\$4,173,425
Administrative Staff Salaries	\$2,774,400	\$3,578,976	\$4,032,590	\$4,113,242	\$4,195,507
Personnel Benefits (% of salaries)	\$1,195,236	\$1,598,367	\$1,888,207	\$2,070,639	\$2,259,612
Lease	\$1,511,597	\$1,762,259	\$2,259,636	\$2,675,088	\$3,361,064
Lease Admin	\$151,160	\$176,226	\$225,964	\$267,509	\$336,106
Facility Occupancy (other)	\$863,951	\$1,184,904	\$1,519,329	\$1,798,670	\$2,259,905
Supplies	\$808,151	\$1,108,374	\$1,366,013	\$1,585,457	\$1,952,958
Contracted Services	\$1,239,378	\$1,699,799	\$2,179,548	\$2,580,276	\$3,241,939
General and Administrative	\$181,446	\$248,852	\$319,088	\$377,755	\$474,623
Food	\$409,000	\$560,941	\$705,157	\$818,437	\$1,008,147
Bussing	\$10,000	\$10,200	\$10,200	\$10,200	\$10,200
Other Expenses	\$52,000	\$71,318	\$89,653	\$104,056	\$128,175
<b>Total Expenses</b>	<b>\$10,848,719</b>	<b>\$14,341,115</b>	<b>\$17,556,156</b>	<b>\$19,957,117</b>	<b>\$23,401,663</b>
<b>Capital Outlays</b>	<b>\$1,088,500</b>	<b>\$1,000,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Change in Net Assets</b>	<b>\$514,632</b>	<b>\$885,816</b>	<b>\$339,359</b>	<b>\$1,224,037</b>	<b>\$3,204,591</b>
<i>Operating Margin</i>	<i>4%</i>	<i>5%</i>	<i>2%</i>	<i>6%</i>	<i>12%</i>
<b>Lease Coverage</b>					
Lease Payments	\$1,662,757	\$1,938,484 (3)	\$2,485,599	\$2,942,597	\$3,697,171
LSCR	1.44	1.60	1.25	1.56	2.05
Lease Payments as % of Revenue	12%	11%	13%	13%	13%
<b>Debt Coverage</b>					
Debt Payments	\$1,128,479	\$1,651,497	\$2,121,802	\$2,433,124	\$2,522,103
DSCR	1.80	1.60	1.22	1.60	2.60
Debt Service as % of Revenue	9%	10%	12%	11%	9%
<b>Days Cash on Hand</b>					
Starting Cash	\$1,213,417	\$1,728,049	\$2,613,865	\$2,953,224	\$4,177,261
Ending Cash	\$1,728,049	\$2,613,865	\$2,953,224	\$4,177,261	\$7,381,853
Days Cash on Hand	58	67	61	76	115

**Assumptions:**

- 1) Expense Growth Rate 2%
- 2) Total Enrollment number for 2023-2024 assumes that 100% of the 324 former Lighthouse students are enroll into all Friendship schools in PB and NLR.
- 3) Lease payments include anticipated lease payments for Capital City school facility loan with WFF/KLS

# Friendship Aspire Academies Arkansas ENROLLMENT REPORT Enrollment Date: Jan 5, 2023

Enrollment Count	Asian		Black		Hawaiian/Pacific Islander		Hispanic		Two or More		White		Grade Totals		
	Females	Race Totals	Females	Males	Race Totals	Females	Males	Race Totals	Females	Males	Race Totals	Females		Males	Race Totals
	01			25	20	45								1	1
02			60	47	107	1	1	1	1			1	1	112	
03	1	1	45	42	87									88	
04			43	29	72			1	1	1	1	1	1	76	
KF			24	20	44									44	
<b>Building Totals</b>	<b>1</b>	<b>1</b>	<b>197</b>	<b>158</b>	<b>355</b>	<b>1</b>	<b>1</b>	<b>2</b>	<b>2</b>	<b>4</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>367</b>	
01			25	21	46			4	4					50	
02			22	18	40			2	2	1	1			43	
03			33	30	63			3	3	6				69	
04			19	12	31			4	5	9				40	
KF			23	17	40			2	2	2	1	1	2	44	
<b>Building Totals</b>			<b>122</b>	<b>98</b>	<b>220</b>			<b>13</b>	<b>10</b>	<b>23</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>246</b>	
06			3	8	11			6	3	9				20	
07			5	8	13			5	4	9				22	
08			8	8	16			7	2	9				25	
<b>Building Totals</b>			<b>16</b>	<b>24</b>	<b>40</b>			<b>18</b>	<b>9</b>	<b>27</b>				<b>67</b>	
01			28	38	66						1	1	2	68	
KF			48	36	84									84	
<b>Building Totals</b>			<b>76</b>	<b>74</b>	<b>150</b>						<b>1</b>	<b>1</b>	<b>2</b>	<b>152</b>	
05	1	1	28	21	49			2	2	2		1	1	53	
12			6	12	18							1	1	19	
<b>Building Totals</b>	<b>1</b>	<b>1</b>	<b>34</b>	<b>33</b>	<b>67</b>							<b>2</b>	<b>2</b>	<b>72</b>	
<b>Total</b>	<b>2</b>	<b>2</b>	<b>445</b>	<b>387</b>	<b>832</b>	<b>1</b>	<b>1</b>	<b>33</b>	<b>23</b>	<b>56</b>	<b>2</b>	<b>5</b>	<b>4</b>	<b>904</b>	



**Friendship Aspire Academies of Arkansas**  
**ALL SCHOOLS**  
**FREE AND REDUCED LUNCH REPORT**  
**As of 01/09/2023**

School	1 and 4 Free	2 Reduced	3 Paid	Total Enrollment
<b>1 FAA Hazel Street (PB)</b>	<b>229</b>	<b>52</b>	<b>0</b>	<b>281</b>
<i>% of total Enrollment</i>	81%	19%	0%	
<b>2 FAA Downtown Elementary (PB)</b>	<b>80</b>	<b>33</b>	<b>39</b>	<b>152</b>
<i>% of total Enrollment</i>	53%	22%	26%	
<b>3 FAA SE Middle School (PB)</b>	18	11	24	<b>53</b>
<i>% of total Enrollment</i>	34%	21%	45%	
<b>4 FAA SE High School (PB)</b>	6	2	11	<b>19</b>
<i>% of total Enrollment</i>	32%	11%	58%	
<b>5 FAA Garland Elementary (LR)</b>	<b>187</b>	<b>22</b>	<b>37</b>	<b>246</b>
<i>% of total Enrollment</i>	76%	9%	15%	
<b>6 FAA Garland Middle School (LR)</b>	<b>53</b>	<b>5</b>	<b>9</b>	<b>67</b>
<i>% of total Enrollment</i>	79%	7%	13%	





Imagery ©2023 Google, Map data ©2023 500 ft



## 3901 Virginia Dr

Building



Directions



Save



Nearby



Send to phone



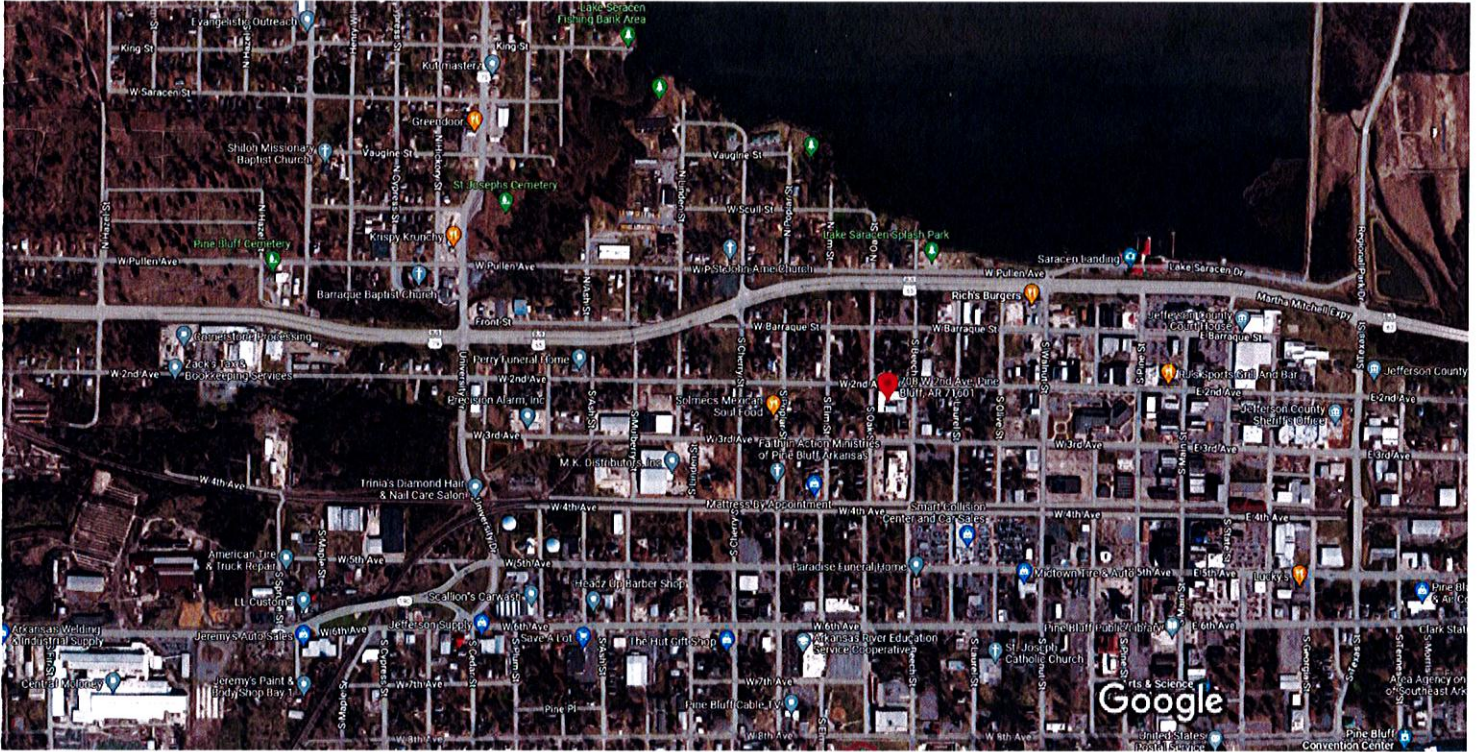
Share



3901 Virginia Dr, North Little Rock, AR 72118

## Photos





Imagery ©2023 Google, Map data ©2023 500 ft



## 708 W 2nd Ave

  
Directions

  
Save

  
Nearby

  
Send to  
phone

  
Share

 708 W 2nd Ave, Pine Bluff, AR 71601

6XHQ+7W Pine Bluff, Arkansas





## Friendship Aspire Academies of Arkansas Desegregation Analysis

Friendship Aspire Academies of Arkansas (Friendship) is seeking an amendment of its open-enrollment charter from the State’s charter authorizer. Friendship has schools located within the boundaries of both the Little Rock School District and Pine Bluff School District and, as an open-enrollment public charter school unconfined by district boundaries, expects to continue to obtain most of its students from within the boundaries of the Little Rock (LRSD), North Little Rock (NLRSD), Pulaski County (PCSSD), Jacksonville-North Pulaski (JNPSD), Pine Bluff (PBSD), Watson Chapel (WCSD), and White Hall (WHSD) School Districts. In its amendment request, Friendship seeks to obtain the transfer of Lighthouse Arkansas Charter Schools, Inc.’s open-enrollment public charter schools currently located within the boundaries of the NLRSD and PBSD, and correspondingly increase its enrollment cap by five hundred (500) students.

### I. The Status of Pulaski County Desegregation Litigation

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

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

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

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





Friendship Aspire Academy  
Public Charter School  
ARKANSAS

One (1) year later, on January 13, 2014, Judge Marshall approved a Settlement Agreement that included a provision stipulating to the voluntary dismissal with prejudice of LRSD's pending appeal concerning the charter school issues. In lieu of LRSD's unitary status and the parties' 2014 Settlement Agreement, Friendship's charter amendment request cannot interfere with the purposes of the Pulaski County desegregation litigation, which has been fully concluded as to LRSD. After the dismissal and the settlement agreement, the case was completely concluded for all purposes as to LRSD, and the federal court terminated all jurisdiction in the matter. Because of that, there is no possibility that Friendship's charter amendment request could impact LRSD's unitary status. To be clear, Friendship's charter amendment request cannot impact LRSD's unitary status because 1) there is no case in which LRSD's unitary status could be an issue; 2) LRSD made a claim regarding operation of open-enrollment charter schools in federal court in 2010 and lost it; and 3) as a consequence of the 2014 Settlement Agreement, the LRSD released any claims it had concerning the charter school issues. On January 30, 2014, the Court also approved a stipulation among the parties that PCSSD is unitary in the areas of Assignment of Students and Advanced Placement, Gifted and Talented and Honors Programs. Based on the stipulation, the Court released PCSSD from supervision and monitoring in these areas. Thus, as of January 30, 2014, LRSD, NLRSD and PCSSD are unitary in the area of student assignments. On April 4, 2014, the court found that PCSSD is unitary in the areas of Special Education and Scholarships. Subsequently, PCSSD was also found to be unitary in the areas of Staff and Monitoring. Pursuant to Judge Marshall's order on May 6, 2021, both PCSSD and JNPSD are unitary in all areas except School Facilities.

Upon review, Friendship believes that its charter amendment request shall have no negative effects on the efforts of the PCSSD and JNPSD to attain unitary status.

## II. Data

According to the 2021-2022 school year third-quarter Average Daily Membership enrollment figures as maintained by the DESE Data Center, LRSD had a student population of 20,518 students, of which 59.94% were Black/African-American; 19.57% were White, and 16.02% were Hispanic. NLRSD's student population was 7,640 students, of which 57.19% were Black/African-American; 25.75% were White, and 11.45% were Hispanic. PCSSD's student population was 11,227 students, of which 44.37% were Black/African-American; 38.61% were White, and 10.17% were Hispanic. JNPSD's student population was 3,841 students, of which 54.81% were Black/African-American; 33.85% were White, and 7.54% were Hispanic. Friendship's student population at its Little Rock campus was 267 students, of which 84.6% were Black/African-American, and 14.2% were Hispanic.

Ark. Code Ann. §6-23-106 requires that Friendship's charter amendment request will not serve to hamper, delay, or in any manner negatively affect the desegregation efforts of a public school district or districts within the state. As explained in more detail above, Friendship's careful review of the relevant



statutes and court orders affecting the LRSD, NLRSD, PCSSD, and JNPSD and their student populations, and its own student population, shows that such negative impact is not present here.

### III. Jefferson County Data

According to the 2021-2022 school year third-quarter Average Daily Membership enrollment figures as maintained by the DESE Data Center, PBSO had a student population of 3,333 students, of which 94.6% were Black/African-American, and 2.7% were White. WCSO's student population was 1,918 students, of which 86.8% were Black/African-American, and 10.3% were White. WHSO's student population was 3,003 students, of which 64.9% were White, and 25.7% were Black/African-American. Friendship's student population at its Pine Bluff campuses was 438 students, of which 95.4% were Black/African-American.

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

### IV. Conclusion

Friendship submits that upon the basis of its review, neither any existing federal desegregation order affecting the PCSSD, LRSD, NLRSD, and JNPSD, nor the 1989 Settlement Agreement prohibit the State's charter school authorizer from granting its charter amendment request with school locations contained within the geographic boundaries of the LRSD, PBSO and now the NLRSD.

Friendship further submits that upon the basis of its review, nothing would prohibit the State's charter school authorizer from granting its charter amendment request to continue operating open-enrollment public charter schools within the geographic boundaries of the LRSD, PBSO, and now the NLRSD.