



ARKANSAS DEPARTMENT OF EDUCATION

Open-Enrollment Public Charter School Renewal Application

Deadline for Submission: 4:00 PM on September 27, 2018



**Charter School: Covenant Keepers/Friendship Aspire
Academy Middle School**

**Arkansas Department of Education
Charter School Office
Four Capitol Mall
Little Rock, AR 72201
501.683.5313**

Contact Information

Sponsoring Entity:	Friendship Aspire Arkansas
Name of Charter School:	Friendship Aspire Academy Middle School
School LEA #	6044-702
Name of Principal/Director: Mailing Address: Phone Number: Fax Number: E-mail address:	Phong Tran-Superintendent 3615 West 25th Street 504-458-4512 ptran@friendshipusa.org
Name of Board Chairman: Mailing Address: Phone Number: Fax Number: E-mail address:	Donald Hense 3615 West 25th Street dhense@friendshipschools.org

Number of Years Requested for Renewal (1-20): 7 Years

Renewal Application Approval Date by the School/Entity Board(s) :

(Board Resolution, Transition Plan & Master Schedule - Attachment 1)

EXECUTIVE SUMMARY

The Covenant Keepers College Preparatory Charter School (CK) has entered into a Memorandum of Understanding (MOU) with Friendship Education Foundation (FEF) to provide school leadership, governance, financial, staffing, facility, operations, academic management, and support services to CK during the SY 2018-2019. As requested by the CK Governing Board, FEF is being required as part of the MOU to create and implement a School Transition Plan.

The purpose of transition planning is to layout the tasks and activities that need to take place in order to 1) efficiently transition the existing school leader and the current governing board; 2) create tighter financial controls; and 3) develop a high performing and academically challenging environment for the school.

An amendment is requested for the transfer of governance from one sponsoring entity board to another sponsoring entity board.

ADE EVALUATION: CONTACT INFORMATION

Applicants are requested to provide complete contact information.

Evaluation Criteria:

A response that is fully responsive will include the following:

- The names of the sponsoring entity and charter school;
- The LEA number;
- Complete contact information for the school principal/director and board chair;
- The number of years requested for renewal, that does not exceed 20; and
- Date of the governing board's approval of the renewal application.

Determination: Partially Responsive

Comments and Additional Questions:

- Provide the date of the governing board's approval. The governing board approved the renewal on
- Explain the discrepancy that the sponsoring entity listed is not the sponsoring entity approved by the ADE. Note that a board resolution from the current Covenant Keeper's board is needed to show a change in sponsoring entity and that the charter name and sponsoring entity cannot change until the Charter Authorizing Panel approves such.

Applicant Response:

Please note the sponsoring entity indicated on the original renewal application is incorrect. At this time, the sponsoring entity remains City of Fire Community Development, Inc. However, an amendment request is being submitted as part of this renewal process to request a change of the sponsoring entity to Friendship Aspire Arkansas. An amendment request is also requested at this time to change the name of the school from Covenant Keepers College Preparatory Charter School to Friendship Aspire Academy Middle School. The name of the Principal / Director also needs to be amended to reflect Ms. Lauren Chapman as the Principal / Director. Phong Tran is the superintendent.

The Board Chair information is also inaccurate. The Covenant Keepers Board Chair is Ernest Sanders, Jr. His mailing address is 5615 Geyer Springs Road, Little Rock, AR 72209. His phone number is 501-682-7550. His email is esanderslaw@yahoo.com.

- Provide the date of the governing board's approval.
The governing board approved the renewal on 12/04/2018.

- Explain the discrepancy that the sponsoring entity listed is not the sponsoring entity approved by the ADE. Note that a board resolution from the current Covenant Keeper’s board is needed to show a change in sponsoring entity and that the charter name and sponsoring entity cannot change until the Charter Authorizing Panel approves such. – **Please see Board Resolution and Charter Transfer Agreement. We affirm understanding that the charter name and sponsoring entity cannot change until the Charter Authorizing Panel approves such.**

Section 1 – Composition of the Charter School’s Governing Board and Relationships to Others

Part A: Composition of Governing Board

Describe the governance structure of the charter, including an explanation of the board member selection process and the authority and responsibilities of the charter board.

The current Covenant Keepers board will be dissolving as part of the transition plan (see attachment 1) by January of 2019.

Friendship’s Board Composition

A Board of Directors will govern the school. Board members will include civic and educational local leaders who are involved in educational reform or have experience evaluating senior executives and are therefore qualified to monitor the Educational Service Provider and evaluate the school leader.

Board members will be representative of the community in which the school is located. They will have a diverse set of professional skills and practical work experience in the areas of education, public/non-profit and/or for-profit administration or operations, community development, finance, and law. Parents who meet or supplement these criteria will be considered for board membership.

Responsibilities of the Board of Directors Governance

The board is responsible for:

- Formulation and supervision of overall school policy
- Approval of and monitoring the school’s annual budget
- Supporting the school’s mission and purposes
- Monitoring, evaluating and holding management accountable for school performance
- Approval of the school leadership teams and assessment of their performance
- Ensuring effective organizational planning and soundboard policy
- Ensuring adequate resources
- Management of resources effectively
- Enhancing public standing
- Ensuring legal and ethical integrity and maintaining accountability
- Recruitment and orientation of new board members and assessing board performance.

Board Committees

Friendship Aspire Arkansas plans to form the following committee structure:

- The Finance Committee shall recommend an annual budget for adoption by the Board of Trustees and may, by a majority vote of the members of the Finance Committee, accept the annual audit of financial statements on behalf of the Board of Trustees. The Finance Committee will oversee the financial management of Friendship Aspire.
- Discipline Committee will oversee the handling of matters relating to student discipline. The Discipline Committee may recommend Codes of Conduct for adoption by the Board of Trustees and may, by a majority vote of the members of the Discipline Committee, approve on behalf of the Board of Trustees expulsions of students from Friendship Arkansas.
- Personnel Committee, which may include persons who are not Trustees but shall not include any person who is also an employee of Friendship Aspire, will make recommendations to the Board of Trustees with respect to the hiring, retention, eventual retirement, and compensation of school leaders.

Oversight

The board will have login access to Friendship’s Performance Management Dashboard system. The system provides real-time input on enrollment, attendance, discipline, interim assessment results, and summative assessment results. As a national leader in the development of performance management systems, Friendship has a highly developed performance management system that the board will find user-friendly. The Friendship Aspire Academy will use all of the performance management tools employed by Friendship elsewhere. The board will also receive a standard monthly financial reporting package that includes a statement of budget vs. actual results, a revised forecast for the balance of the year, a balance sheet and monthly cash flow projection. This monthly financial package will be reviewed in detail by the board treasurer or finance committee prior to each monthly board meeting.

In addition to this board oversight, the following list is the Friendship Aspire team of individuals dedicated to providing support to the school, school leader and board so that operations and governance operate smoothly :

- Joe Harris, National Executive Director, and COO
- Dr. Jeffrey Grant, National Head of Schools
- Phong Tran, Superintendent
- Dr. Tanya Green, School Improvement Specialist

Final Decision maker(s)

Friendship strives to keep all its decision making at a site level.

Final decision-making authority for finance and purchasing is set by the board-approved Fiscal Policies and Procedures Manual, which will comply with the Arkansas Financial Accounting Handbook. In addition, it will specify thresholds for approval at the finance team level (typically \$500), School Leader level (typically \$1,500), board treasurer (typically \$5,000) and full board (typically \$10,000). All finance and purchasing decisions are pre-approved by the finance team to ensure compliance with the adopted budget.

Final decision-making authority for hiring and firing of staff rests with the School Leader to ensure their accountability for the school’s academic performance.

Final decision-making authority for hiring and firing of the School Leader is the joint responsibility of the school board and the Friendship Education Foundation's Executive Director. In practice, both parties must approve the hiring, and either one can recommend the termination of the School Leader or Superintendent.

Meetings of Board of Directors

The board will meet, at a minimum, monthly throughout the year, usually at the school. Date, time, and place of all board meetings will be included in the school calendar that parents receive. The calendar will also be on the school website. Meetings of the Board shall be open to the public to ensure members of the community are able to communicate their concerns to the Board. Any person may speak at an open meeting of the Board. To the fullest extent allowed by law, all such discussions shall take place in an open meeting.

ADE EVALUATION: SECTION 1: COMPOSITION OF THE CHARTER SCHOOL'S GOVERNING BOARD AND RELATIONSHIPS TO OTHERS

Part A: Composition of Governing Board

Applicants are requested to describe the charter school's governance structure.

Evaluation Criteria:

A response that is fully responsive will include:

- A description of the charter school's governance structure;
- An explanation of the selection process for charter board members;
- An explanation of the authority of the board; and
- An explanation of the responsibilities of the board.

Determination: **Partially Responsive**

Comments and Additional Questions:

- Provide documentation (minutes) to confirm decision to dissolve the current CK board by January 2019.
- No description of the selection process of board members. Please provide the process and ownership of the process of on-boarding board members.
- Confirm the board members' designation, i.e., trustees or directors.
- Clarify final decision making authority as it applies to the hiring and firing of the School Leader. There appears to be a conflict of interest between the governing school board and the Friendship Education foundation from an accountability standpoint. Confirm that the authorizer is holding the local school board accountable for overall school performance.

Applicant Response:

- Provide documentation to confirm decision to dissolve the current CK board by January 2019.-
See attached Transition Plan that was signed by the CK board chair.
- No description of the selection process of board members. Please provide the process and ownership of the process of on-boarding board members.-

NOMINATION PROCESS FOR SELECTING BOARD MEMBERS

Board Member Skills and Experience.

The Governance and Board Development Committee (“the Committee”) will assess the Board’s skill set requirements and needs. The Committee will evaluate the current members of the Board of Governors (“the Board”) against the following criteria:

- Proven leadership ability;
- Previous experience serving on boards (either for-profit or nonprofit);
- Diversity, including but not limited to gender, ethnicity, race, age, disabilities and geography;
- Experience with large and complex organizations;
- Current or prior chief executive officer, chief operating officer, or chief financial officer level experience (either for-profit or nonprofit);
- Knowledge and experience regarding nonprofit and volunteer organizations (not limited to Charter School experience);
- Specific skills such as finance, audit, legal, international, information technology, diversity awareness, governmental affairs, public relations, marketing, leadership development, disaster relief, public schools, charter schools, regulated industries and
- Community experience and knowledge.

The skill set evaluation will be completed by June.

Nomination Process.

Step One: Evaluation of Current Board Members. Based upon the Board’s identified skill set requirements for that given year, current members eligible for re-election will be assessed by the Committee with possible assistance by a third party. Current members must receive a satisfactory assessment from their committee chairs to be considered by the Committee for re-election.

Step Two: Receiving Recommendations for Potential New Board Members: Based upon the Board’s identified skill set requirements for that given year, the Committee will also consider nominees recommended by board members, management, chapters and blood regions, and other recommendations that may come to the Committee’s attention. Recommendations or resumes should include the following:

- Skills, experience or other qualifications as may be reasonably necessary to determine if candidates meet the needs of the skills and experience outlined above; and
- Information as may be reasonably necessary to determine whether the candidate meets the independence standards outlined in the Bylaws of the Corporation.

Step Three: Outreach to Potential Board Members: Outreach for new members will be conducted by a sub-set of Committee members and/or third parties retained to identify qualified individuals. This outreach will include recommendations from chapters, blood regions and the larger Red Cross community as outlined in Step Two. Recommendations or resumes should be submitted to the Corporate Secretary in writing by October 1st of each calendar year.

Step Four: Reviewing Candidate Resumes: A sub-set of the Committee will meet to review submitted candidates and their resumes with possible outside assistance from a third party in mid-October. The Committee sub-set will then forward candidates to the full Committee for its consideration in November.

Step Five: Committee Interview: After the full Committee’s consideration and approval, a Committee member will be assigned to reach out to a prospective candidate to determine their

interest and assess the candidate. The Committee members should assess the individuals for a high level of personal and professional integrity and commitment to promote the long term interests of the FRIENDSHIP ASPIRE ARKANSAS, INC. Finally, the Committee members should be convinced that the potential Board member can commit adequate time to service as a Board member.

Step Six: Additional Interviews and Due Diligence: With the prospective candidate's concurrence, a due diligence process (with assistance from a third party) and professional evaluation (by a third party) will be conducted. The CEO will also have an opportunity to interview prospective candidates.

Step Seven: Voting New Members: The cumulative results of the interview and due diligence processes will be forwarded to the Chair of the Committee. In consultation with the Chairman and the CEO, the Committee will formally vote to recommend candidates to the full Board at the Board's meeting in May. A complete profile of each candidate recommended by the Committee will be forwarded to the full Board for a vote. If approved, they will be presented to the delegates at the May meeting for election.

- Confirm the board members' designation, i.e., trustees or directors. –

The board members make up the board of directors.

- Clarify final decision making authority as it applies to the hiring and firing of the School Leader. There appears to be a conflict of interest between the governing school board and the Friendship Education foundation from an accountability standpoint. Confirm that the authorizer is holding the local school board accountable for overall school performance. –

The superintendent reports directly to the Friendship Education Foundation CMO. Therefore, the hiring and firing of the superintendent is at the discretion of the CMO. The school leader reports directly to the superintendent and is held accountable by the superintendent. It is understood that the authorizer holds the local school board accountable for overall school performance

Part B: Disclosure Information

Identify any contract, lease, or employment agreement in which the charter is or has been a party, and in which any charter administrator, board member, or an administrator's or board member's family member has or had a financial interest.

No disclosures to report.

Relationship Disclosures

In the first column, provide the name and contact information of each board member and/or administrator. In the second column, provide the name and position (e.g., financial officer, teacher, custodian) of any other board member, charter employee, or management company employee who has a relationship with the board member/administrator or state NONE. Describe the relationship in the third column (e.g., spouse, parent, sibling).

Charter School Board Member's/ Administrator's Name and Contact Information	Name and Title of Individual Related to Board Member	Relationship
Mr. Donald Hense. Chairman dhense@friendshipschools.org	None	None
Ms. Patricia Brantley pbrantley@friendshipschools.org	None	None
Mr. Jeff Pulliam pulliamj@apb.edu	None	None
Ms. Larissa Davis	None	Parent
Ernest Sanders, esanderslaw@yahoo.com	None	None

ADE EVALUATION: Part B: Disclosure Information
 Applicants are requested to disclose any potential conflicts of interest affecting members of the governing board and employees.

Evaluation Criteria:
 A response that is fully responsive will include:

- An itemization of each non-employment contract or lease of the charter school in which any of the charter's administrators, board members, or the family members of administrators or board members have or had a financial interest; and
- An itemization of each family relationship between each member of the charter school's governing board, other board members, and the employees of the charter school.

Determination: Fully Responsive

Comments and Additional Questions:

- Clarify and confirm who the governing board members are before and after the transition.

Applicant Response:

The existing board members are as follows:

- Ernest Sanders, Jr., Board President
- Nolan Buckley, Vice President
- Arnessa Bennett, Secretary
- Lynda Johnson
- Tyron Tatum

The new board members are as follows:

- Jeff Pulliam (Board President)
- Katherine Wright Knight
- Chris Love
- Leta Anthony
- Annalee Ashby
- Larissa Davis (Parent)
- Dr. Helberto Castillo
- Donald Hense
- Patricia Brantley

Section 2 – School Mission and Performance Goals

Part A: Current School Mission

The charter’s school mission, as approved by the authorizer, is provided. Describe the charter’s progress in maintaining this mission. If the mission is not being maintained, provide a revised mission.

OLD MISSION (for 2015 submission)

The mission of Covenant Keepers is to provide an academically rigorous college preparatory program for all students. All children can learn when challenged by high expectations. This environment will also help students develop academic skills, intellectual habits, and character traits to succeed in high school, college, and beyond.

CURRENT MISSION

Covenant Keepers’ mission is to change the trajectory of a student’s academic path through the development of higher-order thinking skills, peacemaking strategies, and leadership abilities within a culture of high expectations.

NEW MISSION

The mission of Friendship Aspire Arkansas schools is to provide a world-class education that motivates students to achieve high academic standards, enjoy learning and develop as ethical, literate, well-rounded and self-sufficient citizens.

ADE EVALUATION: SECTION 2: SCHOOL MISSION AND PERFORMANCE GOALS

Part A: School Mission

Applicants are requested to evaluate the progress toward maintaining the charter’s current mission and provide a revised mission, if needed.

Evaluation Criteria:

A response that is fully responsive will include:

- A narrative description of the charter's progress toward maintaining the mission; and
- A revised mission, if needed.

Determination: Fully Responsive

Remaining Concern: The charter name can't change until approved by the Charter Authorizing Panel.

Part B: Current Performance Goals

Each of the charter’s performance goals, as approved by the authorizer, is listed. Describe the charter’s progress in achieving each goal and provide supporting documentation that demonstrates the progress. If a goal was not reached, explain why it was not reached and the actions being taken so that students can achieve the goal.

REDACT ALL STUDENT IDENTIFIABLE INFORMATION.

Goals as stated in the prior application:

Describe the charter’s progress toward achieving each goal by completing the table below, responding to the prompts, and providing supporting documentation that demonstrates the progress, as appropriate.

Goals

Goal	Assessment Instrument For Measuring Performance	Performance Level that Demonstrates Achievement	When Attainment of Goal will be Assessed	Year 1	Year 2	Year 3	Year 4	Year 5	Met Goal Yes or No
1. Covenant Keeper’s proficiency level will be 3% higher than Cloverdale Middle School and Mabelvale Middle School in ELA	ACT Aspire or applicable state assessment	3% higher proficiency than Cloverdale and Mabelvale	Examined as an average during a 3 year period	CK - 12.15% MB - 22.13%	CK - 28.47% MB - 25.50% CD - 23.47%	CK - 38.93% MB - 30.28% CD - 30.67%			No
2. Covenant Keeper’s proficiency level will be 3% higher than Cloverdale Middle School and Mabelvale Middle School in Math	ACT Aspire or applicable state assessment	3% higher proficiency than Cloverdale and Mabelvale	Examined as an average during a 3 year period	CK - 7.02% MB - 7.68%	CK - 19.72% MB - 20.33% CD - 17.67%	CK - 30.88% MB - 29.56% CD - 18.83%			No
3. Increase provider partnerships of wraparound services by 5% for our population over a three-year time period.	MOUs and letters of support	5% increase	Examined as an average during a 3 year period						

4. Increase the number of students served by an outside service provider by 5%.	Documentation submitted by providers	5% increase	Examined as an average during a 3 year period	34 Students	39 Students	32 Students			Yes																																
5. 40% of ELL students will increase their composite score by one level on the state language proficiency test over a 2-year period.	ELPA21 or applicable ELL state assessment	40% ELL increase by one level	Every 2 years	<table border="1" data-bbox="1260 428 1822 678"> <thead> <tr> <th>2016</th> <th>Emerging</th> <th>Progressing</th> <th>Proficient</th> </tr> </thead> <tbody> <tr> <td>6th</td> <td>3%</td> <td>71%</td> <td>26%</td> </tr> <tr> <td>7th</td> <td>29%</td> <td>59%</td> <td>12%</td> </tr> <tr> <td>8th</td> <td>28%</td> <td>68%</td> <td>4%</td> </tr> </tbody> </table> <table border="1" data-bbox="1260 724 1822 974"> <thead> <tr> <th>2017</th> <th>Emerging</th> <th>Progressing</th> <th>Proficient</th> </tr> </thead> <tbody> <tr> <td>6th</td> <td>13%</td> <td>73%</td> <td>13%</td> </tr> <tr> <td>7th</td> <td>11%</td> <td>69%</td> <td>19%</td> </tr> <tr> <td>8th</td> <td>17%</td> <td>83%</td> <td>0%</td> </tr> </tbody> </table>					2016	Emerging	Progressing	Proficient	6th	3%	71%	26%	7th	29%	59%	12%	8th	28%	68%	4%	2017	Emerging	Progressing	Proficient	6th	13%	73%	13%	7th	11%	69%	19%	8th	17%	83%	0%	No
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6th	13%	73%	13%																																						
7th	11%	69%	19%																																						
8th	17%	83%	0%																																						
6. 70% of students will meet their goal as determined by their designation on Covenant Keepers' Wraparound Growth Goal Model.	NWEA MAP assessment data	70% of students meet their goal	Annually	not able to determine																																					

NOTE: All data reported in this report is from Covenant Keeper's historical data.

1. Covenant Keeper's student proficiency level will be 3% higher than Cloverdale Middle School and Mabelvale Middle School in ELA.

(Supporting Student Performance Data -Attachment 2)

Covenant Keeper Charter School's student proficiency rate in ELA grew significantly over the measured three year period. In year 2 CK Charter School grew 16.32% in students scoring proficient or above. In year 3 we grew 10.46% to 38.93% of students scoring at proficient or above. This is a significant increase of 26.78 percentage points. Covenant Keepers Charter averaged a 26.52% proficiency rate over the measured three year period in ELA.

Despite this positive growth trajectory, it did not maintain a proficiency level 3% higher than Cloverdale Middle School, which averaged a 27.07% or Mabelvale Middle School, which averaged a 25.97% over the same time period. We were even recognized by the University of Arkansas Office of Education Policy for Outstanding Educational Performance at the Middle Level in 2017 for our region. Performance Award for 2017 for ELA growth for the Central Region so the growth was recognized. Attributing factors in not meeting this goal are the following:

- High percentage of school staff turnover/reduction of staff
- Increase in non English/limited English speaking students each year
- High mobility rate of student population

To address this goal and support students toward meeting this goal Friendship Aspire Arkansas has done the following:

- New School Leader in place
- School Leader enrolled in Relay Graduate School of Education
- School Leader learning Spanish
- Designated staff member seeking/working toward ESOL certification
- Actively advertising for a bilingual ESL instructor and placing priority on recruiting teaching staff for vacant positions that are bilingual. This will help bridge the language gap as students who are non-English speaking acquire English in both targeted ESL instruction as well as the content area of instruction.
- Purchase of Chromebooks to provide students with a 1-to-1 learning environment in all classes
- Use of Moby Max for reading intervention daily for a minimum of 20 minutes
- Redesign of master schedule allows for 100 minutes blocks of content instruction on an A/ B schedule
- Redesign of master schedule to allow for 45 dedicated minutes each day for targeted, specific intervention based on student need
- Redesign of master schedule allows time for collaboration of staff during the school day, to keep from so much time spent after school
- Purchase of Lexia software to help students who are not proficient speakers of English to accelerate language acquisition skills

- Redesign of master schedule allows for a dedicated Project Based Learning class daily where students work on projects that were planned collaboratively by core content teachers and allow students to apply reading, writing and research skills to a real-world scenario

2. Covenant Keeper's proficiency level will be 3% higher than Cloverdale Middle School and Mabelvale Middle School in Math.

(Supporting Student Performance Data -Attachment 2)

Covenant Keeper Charter School's student proficiency rate in Math grew significantly over the measured three-year period. In year 2 we grew 12.7% to 19.72% and 11.16% to 30.88% in year 3. Over the 3 year period this is an increase of 23.86 percentage points. Covenant Keepers Charter averaged a 19.21% proficiency rate in Math over the measured three year period. Despite the positive growth trajectory, it did not maintain a proficiency level 3% higher than Cloverdale Middle School, which averaged an 18.25% or Mabelvale, which averaged a 19.19% student proficiency rate during the same period.

Attributing factors to not meeting this goal are the following:

- School staff turnover/reduction
- Increase in Non-English/ limited English speaking students each year
- Highly transient population

To address this goal and support students toward meeting this goal Friendship Aspire Arkansas has done the following:

- Dedicated math interventionist to serve grades 6-8
- Additional staff members seeking/working toward ESOL certification so strategies can be implemented school-wide
- Purchase of additional Chromebooks to provide 1-to-1 access for students in all classes
- Use of Moby Max math to provide targeted intervention for skills in math classes for a minimum of 20 minutes a day
- Redesign of master schedule to allow for 45 dedicated minutes each day for targeted, specific intervention based on student need beyond what is offered in content class
- Redesign of master schedule allows time for collaboration of staff during the school day to keep from so much time spent after school to ease morale
- Redesign of master schedule allows for a dedicated Project-Based Learning class daily where students work on projects that were planned collaboratively by core content teachers-and reinforce math skills by creating an opportunity for students to apply mathematical reasoning and problem solving to a real-world scenario

3. Increase provider partnerships of wraparound services by 5% for our population over a three-year time period.

Partnerships with our community service providers have been instrumental in the school's ability to survive. Over the last three years, we have been in partnership with New Beginnings, Food 4 Kids Backpack program, and Let's Talk. These service providers have provided our students with counseling services, food to eat over the weekend, and services related to IEP needs (i.e., Speech, OT, etc). MOU's for companies with whom we have contracted partnerships are attached.

4. Increase the number of students served by an outside service provider by 5%.

(Signed MOU - Attachment 3)

New Beginnings has been contracted to serve our students for the last 3 years. During that time the number of students served has increased from one student in 2015-2016 to 14 students in 2016-2017 and 9 students in the 2017-2018 school year. New Beginnings provides counseling services for students and in some cases, their families. They serve as our primary counseling provider. During the last three years, the number of students served by New Beginnings has increased more than 5%. When working with the highly-transient, low socioeconomic population we serve many support services are needed. New Beginnings has counseled students at school and/or home over the last three years. The number has increased dramatically from 2015 to 2016, rising to 14 students served compared to 1 in 2015. In 2017 9 students were served, and currently, 7 students are being served in the 2018-2019 school year. All these numbers are above the 5% growth goal. (attached service log-redacted for New Beginnings).

This year Friendship has maintained the following MOUs for wraparound services previously established:

- **Let's Talk** contracted speech and language IEP services (serves about 5 students annually)
- **New Beginnings Behavioral Health Services** (serves about 10 students annually)
- **Arkansas Department of Health** for (flu shots and immunization services)
- **Arkansas Rice Depot** for the **Backpack 4 Kids** program (serving about 20 students per year)

Friendship has added the following:

- **Bearden Performing Arts** - contracted services for Art and Music instruction (serving all students)

5. 40% of ELL students will increase their composite score by one level on the state language proficiency test over a 2-year period.

(ELPA 21 Student Performance Data - Attachment 4)

The ELL goal of 40% of students moving their composite score by one level was lofty as a two-year goal. At first glance, it would initially show that our goal was not met but the numbers bear further investigation. The 6th-grade cohort of 2016 did not meet the 40% growth goal in 2017, but the increased number of Level 1 students reflects the influx on non-English speakers we received in that year. The 2017 cohort for 2016 did move 40% of students from Level 1 to Level 2 (emerging). This grade was not as heavily impacted with new enrollments of non-English speaking students, showing that growth was made by students.

English Language Learners (ELL)

Historic demographic data:

2017-2018: 63.9% Hispanic, 34% African American

2016-2017: 52.8% Hispanic, 46.1% African American

2015-2016: 42.1% Hispanic, 57.3% African American

In compliance with state and federal guidelines, Friendship Aspire Academy is committed to serving the English language learners that attend this school. This population has increased by 21.8% over the last three years and that is in direct response to the community outreach that has been done over the last few years. Friendship will continue this work by ensuring the following is provided:

- Identify limited English Proficient students;
- Assessment of English Language proficiency (through use of state required screener and summative assessment)
- Appropriate instructional support services for students identified as limited English proficiency; and
- Individualized monitoring of academic growth through the use of periodic evaluations and teacher input.
- Actively advertising for a bilingual ESL instructor and placing priority on recruiting teaching staff for vacant positions that are bilingual. This will help bridge the language gap as students who are non-English speaking acquire English in both targeted ESL instruction as well as the content area of instruction.
- Purchase of Lexia software to help students who are not proficient speakers of English to accelerate language acquisition skills
- Staff member support as they are in year two of ESOL certification
- A continued commitment to the parent/ family outreach opportunities

Once ELLs are identified, Friendship Aspire Arkansas provides ongoing support to its students. Using an intensive English program, the academic content areas of English Language Arts, Social Studies, Science, and Mathematics can be fully accessed to drive the success of all ELLs. This ensures that ELLs have access to the same academic content and performance standards as non-ELLs. All instruction is given in English through a program that is created by the ESL teacher and general educator to meet the individual needs of each child. Both teachers work to reduce language-based barriers in academic subjects and improve ELLs' comprehension and/or word reading ability. Through their full inclusion and participation in the general education classroom, English Language Learners at Friendship are held to the same rigorous standards as all students. Where necessary, the ESL teacher may also provide direct one-on-one language instruction in a pullout setting, instead of using the general instruction time. The one-on-one instruction that students receive is based on individual student mastery of grade level skills in English Language Arts. The ESL and classroom teacher will test each student's skill level and language needs based on both formal and informal testing.

6. 70% of students will meet their goal as determined by their designation on Covenant Keepers' Wraparound Growth Goal Model.

(Goal Model & Behavior Data - Attachment 5)

We know that students who transfer frequently between schools during the school year are at greater risk for academic and behavioral problems. The Wrap Around component is designed to help students who find themselves affected by home and family instability such as high mobility. This ever-growing program affords students the opportunity to receive counseling, therapy, and other supports on-site within the school day to overcome many obstacles from their personal lives that hinder their academic and social growth. Wraparound services are student and family supports integrated with, and often delivered, directly within schools. Wraparound services help schools address social and non-academic barriers to student learning.

While the tiered system of the wraparound growth model developed by Covenant Keepers could not be tracked from year to year due to the loss of the staff member that served as the Resource Coordinator that managed this information, the archived behavior data from Cognos supported that attention to targeted behavior intervention and the wraparound services provided did occur and were highly impactful school-wide.

During the 2015-16 school year, 113 out of school suspensions were issued, resulting in a total of 394 cumulative missed days of instruction. During the 2016-17 school year, that number had been reduced to 43, resulting in a total of 125 cumulative missed days of instruction. Out of school suspensions were further reduced in 2017-2018 to 13, resulting in 13 cumulative missed days of instruction.

Time on task directly affects student performance scores on state assessments (refer to data in part B goal information above). The CK scores on state assessments trended upward as student behavior was addressed and support plans were in place and implemented.

Moving forward as Friendship Aspire Academy the PBIS-based Behavior Management Plan, master schedule, behavior interventions and behavioral counseling will continue to support students. The Behavior Management Plan provides incentive-laden activities in which students can participate by earning

points in ClassDojo. Points can be earned by meeting expectations academically, behaviorally and socially. The master schedule allows for longer class blocks to maximize time on task. Students also have one to one Chromebook access this school year so instructional interventions and support can happen in each classroom as an embedded component of the instructional grid. Additional intervention time is built into the master schedule to provide additional targeted instruction. Behavioral supports and counseling are being continued with New Beginnings and are being tracked with fidelity through the RfI process.

ADE EVALUATION: Part B: Current Performance Goals

Applicants are requested to evaluate the progress toward achieving each of the charter's current performance goals and provide supporting documentation that demonstrates the progress.

Evaluation Criteria:

A response that is fully responsive will include:

- A narrative description of the charter's progress toward achieving each goal; and
- Supporting data that documents the charter's progress in achieving each goal.

Determination: **Partially Responsive**

Comments and Additional Questions:

- The 70% of students that will meet growth for wrap-around growth goal states it was not able to be determined. Please provide clarification and explain if the NWEA Maps assessment was administered.

Applicant Response:

Prior Covenant Keepers leadership stopped utilizing the NWEA Map test after the 2015-2016 school year so data was not available.

Part C: Friendship Aspire Academy Middle School New Performance Goals

Confirm the understanding that, during the term of the charter renewal, the charter is expected to meet all goals and/or objectives set by the state.

List performance goals for the period of time requested for renewal. Be sure to include, at a minimum, goals for literacy, mathematics, and science, as appropriate for the grade levels served at the charter. For each goal, include the following:

- The tool to be used to measure academic performance;
- The level of performance that will demonstrate success; and
- The timeframe for the achievement of the goal.

Goals

Goal	Assessment Instrument For Measuring Performance	Performance Level that Demonstrates Achievement	When Attainment of Goal will be Assessed	Year 1 Following Renewal	Year 2 Following Renewal	Year 3 Following Renewal	Year 4 Following Renewal	Year 5 Following Renewal
1. Increase the number of students scoring in the “ready” or “exceeds” category by 5% in ELA every school year	Act Aspire or current State Assessment	Ready Exceeds	When scores become available after May State assessment	5% growth from 2019 state assessment scores	5% growth from 2020 state assessment scores	5% growth from 2021 state assessment scores	5% growth from 2022 state assessment scores	5% growth from 2023 state assessment scores
2. Increase the number of students scoring in the “ready” or “exceeds” category by 5% in Math every school year	Act Aspire or current State Assessment	Ready Exceeds	When scores become available after May State assessment	5% growth from 2019 state assessment scores	5% growth from 2020 state assessment scores	5% growth from 2021 state assessment scores	5% growth from 2022 state assessment scores	5% growth from 2023 state assessment scores
3. 50% of 6th-grade student cohort will score proficient or above in the “reading” section of ELPA 21 (ELPA Level 3)	ELPA 21	ELPA 21 Level 3+	every 3 years	ELPA 21 Level 1	ELPA 21 Level 2	ELPA 21 Level 3 +		

by the end of their 8th-grade year								
4. 50% of 6th-grade student cohort will score proficient or above in the “writing” section of ELPA 21 (ELPA Level 3) by the end of their 8th-grade year	ELPA 21	ELPA 21 Level 3+	every three years	ELPA 21 Level 1	ELPA 21 Level 2	ELPA 21 Level 3 +		

ADE EVALUATION: Part C: New Performance Goals

Applicants are required to confirm their understanding that achieving all goals and/or objectives set by the state, during the period of renewal, is expected and to develop other student academic achievement performance goals for the renewal contract period.

Evaluation Criteria:
A response that is fully responsive will include:

- A confirmation that the charter is expected to achieve all goals and/or objectives set by the state; and
- For other student academic performance goals -
 - Measureable student academic performance goals;
 - The specific tool that will be used to measure academic performance for each goal;
 - The level of performance that will demonstrate success; and
 - The timeframe for achieving each goal.

Determination: Partially Responsive

Comments and Additional Questions:

- Provide milestones for year 6 and 7 following the renewal.
- Provide a goal specific to science.
- Consider including a goal that speaks to the innovative mission of the open-enrollment charter school model.

Applicant Response:

The new mission will be the Friendship mission as stated in the initial application. It will remain the current mission – Covenant Keepers’ mission is to change the trajectory of a student’s academic path through the development of higher-order thinking skills, peacemaking strategies, and leadership abilities within a culture of high expectations.

- The charter name can’t change until approved by the Charter Authorizing Panel. – **An amendment request is included in this application.**
- Provide milestones for year 6 and 7 following the renewal. – **Year 6 milestone – 5% growth from 2024 state assessment scores. Year 7 milestone – 5% growth from 2025 state assessment scores.**
- Provide a goal specific to science. – **Increase the number of students scoring in the “ready” or “exceeds” category by 5% in science every school year. Instrument – ACT Aspire or state assessment. When attainment of goal will be assessed – when scores become available after May State assessment. An annual growth of 5% on the state assessment scores from 2019 to 2025 following renewal will be expected.**
- Consider including a goal that speaks to the innovative mission of the open-enrollment charter school model. – **The mission will change to the Friendship mission which is to offer career and college exploration. The goal is for students to identify colleges that support their career goals. The assessment instrument for this goal will be student’s state required Student Success Plans. Attainment of this goal will be assessed in the student’s 8th grade year. For each of the five years following renewal, 100% of 8th grade students will have potential colleges or post-secondary programs of study identified on their Student Success Plans that support their career goals.**

Section 3 – Waivers

Review the following list of statutes and rules that have been waived for the charter school:

Topic	Waiver Type	Statute/Standard/Rule
Board of Directors	Statute	A.C.A §§ 6-13-608
Board of Directors	Statute	A.C.A §§ 6-13-615
Board of Directors	Statute	A.C.A §§ 6-13-616
Board of Directors	Statute	A.C.A §§ 6-13-619(c) and (d)
Board of Directors	Statute	A.C.A §§ 6-13-621
Board of Directors	Statute	A.C.A §§ 6-13-628
Board of Directors	Statute	A.C.A §§ 6-13-630
Board of Directors	Statute	A.C.A §§ 6-13-631
Board of Directors	Statute	A.C.A §§ 6-13-632
Board of Directors	Statute	A.C.A §§ 6-13-634
Business Manager	Statute	A.C.A §§ 6-17-2302
Credit Hours	Standard	14.03
Duty-Free Lunch	Statute	A.C.A §§ 6-17-111
Employee Dismissal	Statute	A.C.A §§ 6-17-1501 et seq.
Employee Dismissal	Statute	A.C.A §§ 6-17-1701 et seq.
Facilities	Statute	A.C.A §§ 6-20-1401
Facilities	Statute	A.C.A §§ 6-20-1406
Facilities	Statute	A.C.A §§ 6-20-1407
Flexible Schedule	Statute	A.C.A §§ 6-10-106
Gifted and Talented	Standard	18
Gifted and Talented	Statute	A.C.A §§ 6-20-2208(c)(6)
Gifted and Talented	Statute	A.C.A §§ 6-42-101 et seq.
Gifted and Talented	ADE Rule	Gifted and Talented Program Approval Standards
Guidance and Counseling	Standard	16.01
Health and Safety	Standard	16.03
Health and Safety	Standard	16.03.1
Health and Safety	Statute	A.C.A §§ 6-18-706
Library Media	Standard	16.02
Library Media	Statute	A.C.A §§ 6-25-103
Library Media	Statute	A.C.A §§ 6-25-104
Personnel	Standard	15
Personnel Policies	Statute	A.C.A §§ 6-17-203
Personnel Policies	Statute	A.C.A §§ 6-17-2301 et seq.
Personnel Policies	Statute	A.C.A §§ 6-17-2303
Planning periods	Statute	A.C.A §§ 6-17-114
Principal	Statute	A.C.A §§ 6-17-302
Salaries/Compensation	Statute	A.C.A §§ 6-17-1001

Salaries/Compensation	Statute	A.C.A §§ 6-17-2201 et seq.
Salaries/Compensation	Statute	A.C.A §§ 6-17-2401 et seq.
Salaries/Compensation	Statute	A.C.A §§ 6-17-980
School Elections	Statute	A.C.A §§ 6-14-101 et seq.
Student Services	Statute	A.C.A §§ 6-18-1001 et seq.
Student Services	ADE Rule	Public School Student Services
Substitute Teachers	ADE Rule	Waivers for Substitute Teachers
Teacher Licensure	Standard	15.03
Teacher Licensure	Statute	A.C.A §§ 6-15-1004
Teacher Licensure	Statute	A.C.A §§ 6-17-201 et seq.
Teacher Licensure	Statute	A.C.A §§ 6-17-309
Teacher Licensure	Statute	A.C.A §§ 6-17-401
Teacher Licensure	Statute	A.C.A §§ 6-17-418
Teacher Licensure	Statute	A.C.A §§ 6-17-902
Teacher Licensure	Statute	A.C.A §§ 6-17-919
Teacher Licensure	ADE Rule	Parental Notification of an Assignment of a Non-Licensed Teacher to Teach a Class for More than Thirty (30) Consecutive Days

Part A: New Waiver Requests

Complete the waiver request form to include each additional law and rule from Title VI of Arkansas Code Annotated, State Board of Education Rules and Regulations, including the Standards for Accreditation that the charter would like the authorizer to waive. A rationale is required for each new waiver request.

Alternate Learning Environment Waiver Request: Ark. Code Ann. §§ 6-15-1005 (b)(5), 6-18-503 (a)(1)(C)(i), and 6-48-101 et seq.; Section 2-I.1 of the ADE Rules Governing the Standards for Accreditation, and Section 4.00 of the ADE Rules Governing the Distribution of Student Special Needs Funds. Rationale: “Friendship Aspire seeks exemption from these portions of the Education Code and the Department of Education Rules. In our unique model, the idea that certain students receive instruction in an Alternative Learning Environment (ALE) is at odds with our approach of engaging each student. We believe an environment that is student-centered, engaging and rigorous is best for all students.”

<p>ADE EVALUATION: SECTION 3: WAIVERS</p> <p>Applicants are requested to review the current waivers approved for the charter and to identify any changes requested in the charter’s waivers from Title 6 of Arkansas Code Annotated, State Board of Education Rules and Regulations, and/or the Standards for Accreditation.</p> <p>Part A: New Waiver Requests Applicants are requested to identify any additional law and rule that the authorizer is requested to waive.</p> <p>Evaluation Criteria: A response that is fully responsive will include:</p> <ul style="list-style-type: none"> ▪ A list of each law and rule that the charter would like to have waived; and ▪ A rationale for each waiver request or a statement saying that no new waivers are requested. <p>Determination: Fully Responsive</p> <p>Comments and Additional Questions:</p> <p>Please see legal comments.</p>
--

Part B: Waivers to Be Rescinded

List each waiver granted by the authorizer that the charter would like to have rescinded. If no waivers are listed, the charter may be required to adhere to all waivers listed on both the original and renewal charter documentation.

Charter wishes to maintain all currently approved waivers

<p>ADE EVALUATION: Part B: Waivers to Be Rescinded Applicants are requested to identify any waiver that is no longer needed.</p> <p>Evaluation Criteria: A response that is fully responsive will include:</p> <ul style="list-style-type: none"> ▪ An itemized list of each current waiver the charter would like to have rescinded; and ▪ A rationale for each request or a statement saying that the charter wishes to maintain all currently approved waivers.
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Determination: Fully Responsive

Section 4 – Requested Amendments

List any amendment requests and provide a rationale for each (i.e., changes to grade levels, enrollment cap, location, educational plan).

A budget to show that the charter will be financially viable **must accompany** any amendment request to **change grade levels, the enrollment cap, relocate, and/or add a campus.** The budget must document expected revenue to be generated and/or expenses to be incurred if the amendment request is approved.

A request to add or change a location must be accompanied by a Facilities Utilization Agreement.

No charter amendments are requested.

ADE EVALUATION: SECTION 4: REQUESTED AMENDMENTS

Applicants are requested to identify and explain amendment requests.

Evaluation Criteria:

A response that is fully responsive will include:

- A list of any requested charter amendments **or a statement that no amendments are being requested;**
- A rationale for each amendment requested; and
- A budget, showing that the charter will be financially viable, if there is an amendment request to change grade levels, the enrollment cap, the location of a campus, and/or an additional campus.

Determination: Partially Responsive

Comments and Additional Questions:

- Address the discrepancy that an amendment request was mentioned at the beginning of the application but not in the amendment request section. If an amendment request is intended, include all of the required documentation for the proposed request.

Applicant Response:

- Address the discrepancy that an amendment request was mentioned at the beginning of the application but not in the amendment request section. If an amendment request is intended, include all of the required documentation for the proposed request.- **We are seeking an amendment request. Please see amendment request documentation. We are seeking to change the name of the school and the sponsoring entity.**

Section 5 –Desegregation Analysis

Describe the impact, both current and potential, of the public charter school on the efforts of affected public school district(s) to comply with court orders and statutory obligations to create and maintain a unitary system of desegregated public schools.

Friendship Charter School Desegregation Analysis

Friendship Aspire Academy (Friendship) is seeking the renewal of the open-enrollment charter formerly known as Covenant Keepers Charter School (Covenant Keepers) from the State’s charter authorizer. Friendship is located within the boundaries of the Little Rock 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 Special (PCSSD) and Jacksonville-North Pulaski (JNPSD) School Districts. This analysis is provided to inform the decision making of the charter authorizer regarding the effect, if any, that the granting of the requested charter renewal to Friendship would have on the efforts of the LRSD, NLRSD, PCSSD, and the JNPSD to comply with court orders and statutory obligations to create and maintain a unitary system of desegregated public schools.

Friendship, in this analysis, has carefully reviewed the potential impact that the renewal would have upon the efforts of 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 NLRSD have been found by the Federal District Court to be unitary in all respects of their school operations. The PCSSD and JNPSD (having assumed the desegregation obligations of the PCSSD) are unitary in all respects concerning inter-district student assignment. The importance of the attainment of unitary status of the LRSD and NLRSD, and the status of the PCSSD and JNPSD as unitary in the area of inter-district student assignment is that those school districts have no further obligations to comply with court orders in these areas. Therefore, the granting of a renewal of Friendship’s charter to continue to operate an open-enrollment public charter school cannot be said to have a negative impact on the LRSD, NLRSD, PCSSD and the JNPSD’s ability to comply with the districts’ court orders or statutory obligations to create and maintain a unitary system of desegregated public schools.

According to the 2017-2018 school year enrollment figures as maintained by the ADE Data Center, the LRSD had a student population of 22,338 students; the NLRSD had a student population of 8,427 students; the PCSSD had a student population of 12,101 students, and the JNPSD had a student population of 4,306 students. Covenant Keepers’ student population was 141 students. Ark. Code Ann. §6-23-106 requires that Friendship be race-neutral and non-discriminatory in its student selection and admission processes, so it is not possible to accurately project future racial composition; with that being said, Covenant Keepers’ 2017-2018 student population was comprised of approximately 63.9% Hispanic students and 34% African-American students. The LRSD’s student population was comprised of approximately 62.9% African-American students, 17.8% Caucasian students and 15% Hispanic students. The NLRSD’s student population was comprised of approximately 60.2% African-American students, 28.5% Caucasian students and 8.8% Hispanic students. The PCSSD’s student population was comprised of approximately 43.1% Caucasian students, 42.2% African-American students and 8.7% Hispanic students. The JNPSD’s student population was comprised of approximately 51.5% African-American students, 35% Caucasian students and 7% Hispanic students. Ark. Code Ann. §6-23-106 also requires that Friendship’s operation 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. Friendship’s careful review of the relevant statutes and court orders affecting the four (4) Pulaski County School Districts, and the student populations of such districts, shows that such negative effect is not present here.

In January 2014, Federal District Judge D.P. Marshall Jr. accepted a Settlement Agreement which effectively concluded the desegregation case (Little Rock School District et al. v. North Little Rock School District et al., Lorene Joshua et al., Arkansas Virtual Academy, et al., Case No. 4:82-CV-866-DPM, U.S. District Court-Eastern District of Arkansas, Western Division) involving the then three (3) Pulaski County School Districts. One of the provisions of the Settlement Agreement was the voluntary dismissal with prejudice of LRSD's appeal to the Eighth District Court of Appeals concerning charter school issues.

In conclusion, Friendship submits that upon the basis of its review, no existing federal District Court desegregation order affecting the LRSD, NLRSD, PCSSD, and JNPSD, nor the 1989 Settlement Agreement, prohibit the State's charter school authorizer from renewing a charter for an open-enrollment public charter school in Pulaski County.

ADE EVALUATION: SECTION 5: DESEGREGATION ANALYSIS

Applicants are requested to describe the current and potential impact of the charter on the efforts of affected public school district(s) to comply with court orders and statutory obligations to create and maintain a unitary system of desegregated public schools

Evaluation Criteria:

A response that is fully responsive will include:

- Assurance that the charter school will comply with all applicable federal and state statutory and regulatory requirements regarding the creation and maintenance of desegregated public schools; and
- An outline of the potential impact of the proposed charter school on those desegregation efforts already in place in affected public school districts.

Comments and Additional Questions:

Please see legal comments.



Charter Amendment Request Form

Charter Name: Covenant Keepers

LEA Number: 6044-700 **Phone Number:** 5044584512 **Submission Date:** 12/06/2018

Charter Leader: Phong Tran

Email Address: ptran@friendshipusa.org

Type of Amendment Requested:

Waiver

Waiver Topic: Superintendent

Statute/Standard/Rule to be Waived

Arkansas Code Annotated

- | Code Number | Code Title |
|-------------|------------|
| ● 6-13-109 | |
| ● 6-13-427 | |

ADE Rules

- | Section Number
(if applicable) | Rule Title |
|-----------------------------------|--|
| ● 4-B.1 | ADE Rules Governing the Standards fro Accreditation |
| ● 4-B.2 | ADE Rules Governing the Superintendent Mentoring Program |

Rationale for Waiver

Covenant Keepers seeks exemption from these Education Code provisions and ADE Rules. We would like the flexibility to hire a Superintendent based on experience regardless of licensure at the time of hire, and then give a reasonable timeframe for him or her to obtain the required licensure. Covenant Keepers superintendent (synonymous with Executive Director) go through a rigorous and internal training program that provides them with the skill set they need to run an effective school.



Charter Amendment Request Form

Charter Name: Covenant Keepers

LEA Number: 6044-700 **Phone Number:** 5044584512 **Submission Date:** 12/06/2018

Charter Leader: Phong Tran

Email Address: ptran@friendshipusa.org

Type of Amendment Requested:

Other

We are seeking an amendment request to change the name of the school and the sponsoring entity.

Additional documentation to the amendment request

Budget Projection

There will no cost associated with the amendment request. This amendment request will not place an unduly financial burden on the charter.

Current Year To Date Enrollment

Total Students Enrolled: 110

Percentage Hispanic: 75%

Percentage Black: 24%

Percentage White: 01% Percentage

Special Ed: 10%

Percentage Free/Reduced Lunch: 98%

	Total	Male	Females	01 – Free	04 – DC
Grade 6	37	15 (5AA, 10H)	22 (4AA, 17H, 1W)	30	7
Grade 7	35	20 (5AA, 15H)	15 (3AA, 11H)	18	13
Grade 8	39	25 (5AA, 20H)	12 (3AA, 9H)	28	8

B=Black, H=Hispanic, W=White

**Memorandum of Understanding
Between Friendship Education Foundation and Covenant Keepers College Preparatory**

I. PURPOSE AND PARTIES

The purpose of this Memorandum of Understanding (MOU or Agreement) is to set forth the nature and extent of the business relationship between Friendship Education Foundation (Friendship), a non-profit organization, and Covenant Keepers College Preparatory (School), an Arkansas open-enrollment public charter school, concerning the provision of various services.

II. SCOPE OF WORK

A. Friendship Responsibilities – For the consideration provided herein, and as confirmed by its signature below, Friendship agrees to provide the following noncomprehensive services and deliverables to the School:

a. Services:

1. **School Leadership Support** – Install new School Leader.
2. **Governance Support** – Recruit & train new members.
3. **Staffing** – Assess existing staff qualifications, provide professional development and teacher classroom training.
4. **Financial Management** – Manage finances, budget, and service contractors.
5. **Facility Management** – Facility improvements, maintenance, and contracted services.
6. **School Programming and Academic Support** – Support school day and afterschool programming, academics, curriculum, classroom activities, and performance. Develop and monitor regular School Transition (School Achievement) Plan for student performance.
7. **Community Involvement, Charter Compliance and Reporting** – Represent School with community, parents, State charter authorizers, Arkansas Department of Education and charter stakeholders.

b. Deliverables:

1. Install new School Leader (Principal).
2. Prepare and present to School Governing Board and Administration a Year-end School Effectiveness Report.
3. Prepare and provide 2018-19 School Transition (School Achievement) Plan Report.

B. Friendship Responsibilities (Compliance)-

1. Support school compliance with all Arkansas laws and Charter obligations; and all Arkansas school finance and audit requirements.
2. Install a qualified, competent new School Leader.
3. Maintain facilities and comply with any lease agreements.
4. Will show progress towards School Transition (School Achievement) Plan.

C. School Responsibilities – For the consideration provided herein, and as confirmed by its signature below, the School agrees to:

1. Promptly pay all invoices submitted, upon proper review, to Friendship for services listed in Section II. above;
2. Provide records, data and/or any other information in its control to Friendship that is required to effectively provide the above-listed services and deliverables;
3. Authorize or facilitate access, if needed, to any records, data, personnel and/or any other information or items that are required for Friendship to provide the above-listed services and deliverables; and
4. Act in a manner to allow Friendship to work effectively to change the governing structure of the School; comply with all Arkansas laws; comply with school finance and audit requirements; and make all assets available for the proper operation of the School.

III. SCHOOL PAYMENT FOR SERVICES

The School shall pay a total sum to Friendship in the amount of \$150,000 for the services provided by Friendship as listed above.

IV. NO INDEBTEDNESS TO THE STATE

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

V. NO INDEBTEDNESS TO FRIENDSHIP

No indebtedness of any kind incurred or created by the School shall constitute an indebtedness of Friendship, and no indebtedness of the School shall involve or be secured by the faith, credit, or taxing power of Friendship.

VI. HOLD HARMLESS OR INDEMNIFICATION

The School shall defend, indemnify and hold Friendship, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Foundation in performance of this Agreement, except for injuries and damages caused by the sole negligence of Friendship.

V. LENGTH OF TERM; TERMINATION; SIGNATURES

A. Effective Date and Term

It is the intent of Friendship and the School that this MOU be in full force and effect as of the dates of the signatures of the parties below. This MOU may be amended at any time upon the joint execution of a written amendment document by both parties' signatures. The term of this MOU shall run from the later of the two (2) signature dates below through June, 30, 2019.

B. Termination

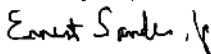
- I. This MOU shall be considered in full force unless terminated by either of the principals signing. This Agreement may be terminated in advance by either party below by giving thirty (30) calendar days advance written notice to the other principal, and specifying the effective date thereof. Upon termination of this Agreement, either party may be released from the terms of the Agreement except for the provisions of Section II. C. listed above concerning the payment of any sums owed to Friendship for the provision of services provided up to and including the effective date of the termination.

- II. Should the School fail to comply with its responsibilities listed under Section II. C. above, Friendship shall have the right to immediately terminate the Agreement by providing written notice to the School. Friendship shall then be entitled to immediately cease the provision of all services and deliverables listed in Section II. A. above and shall further be entitled to compensation due for services it has provided up to and including the date of the cessation of services.

In witness whereof, the parties hereto have caused this MOU to be signed by their duly authorized principals.

DocuSigned by:


 1DEB055A220C488...
 DONALD L. HENSE
 Chairman & CEO
 Friendship Education Foundation

DocuSigned by:


 918C528A0DCD459...
 Board Officer
 Covenant Keepers College Preparatory

Date: 7/21/2018 4:03:58 AM PDT

Date: 7/21/2018 4:00:18 AM PDT

CITY OF FIRE CDC AND COVENANT KEEPERS COLLEGIATE PREPARATORY PUBLIC CHARTER SCHOOL

BOARD RESOLUTION OF:

**TRANSFER OF CHARTER FROM COVENANT KEEPERS PCS
TO FRIENDSHIP ASPIRE ARKANSAS**

We the undersign, being all the directors of the City of Fire CDC and Covenant Keepers Collegiate Preparatory PCS (Covenant Keepers) consent and agree that the following corporate resolution was made on December 6, 2018 at 10:00am EST.

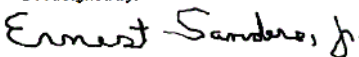
Whereas, this body does hereby consent to the adoption of the following as if it was adopted at a regularly called meeting of the board of directors of this corporation. In accordance with the State law and bylaws of this corporation, by unanimous consent the board of directors decided that it authorizes the Officers of the corporation to:

- 1) Assign and transfer the existing charter from City of Fire/Covenant Keepers (CK) to Friendship;*
- 2) Agree to accept the change of name from Covenant Keepers to Friendship Aspire Academy Middle School;*
- 3) Accept the transition of the former CK School Leader, personal, board members, and other matters related to the transition of the school from CK to Friendship;*
- 4) Accept the transfer of assets of the school with and for the purpose of continuing the school; and*
- 5) Ensure that that any such agreement entered between CK and Friendship does not require either party to assume the debt obligations of the other party.*

Therefore, it is resolved that the board of Covenant Keepers shall accept the proposal to transfer the charter from City of Fire Community Development Corporation, Inc./Covenant Keepers College Preparatory PCS to Friendship Aspire in the state of Arkansas.

The officers of this corporation are authorized to perform the acts to carry out this corporate resolution.

The Secretary of the Corporation certifies that the above is true and correct copy of the resolution that was duly adopted at a meeting of the dated meeting of the board of directors.

DocuSigned by:

 918C528A0DCD459...
 Signature of Board Chair, Covenant Keeper

12/6/2018

 Date

ERNEST SANDERS

 Printed name of Board Chair



TRANSITION PLAN

Submitted to: **Covenant Keepers Charter School, Little Rock Arkansas**
Ernest Saunders, Board Chair

Submitted by: **Friendship Education Foundation, Washington DC**
Joe Harris, FEF

Date: **10/12/2018**

EXECUTIVE SUMMARY

The Covenant Keepers College Preparatory Charter School (CK) has entered into a Memorandum of Understanding (MOU) with Friendship Education Foundation (FEF) to provide school leadership, governance, financial, staffing, facility, operations and academic management and support services to CK during the SY 2018-219. As requested by the CK Governing Board, FEF is being required as part of the MOU to create and implement a School Transition Plan.

The purpose of transition planning is to layout the tasks and activities that need to take place in order to efficiently transition the existing school leader; the current governing board; create tighter financial controls; and develop a high performing and academic challenging environment for the school.

In the following pages are our efforts to address the Arkansas Department of Education (ADE) Charter Board's November mandate to work with Scott Smith, Executive Director of the Arkansas Public School Resource Center to work with Covenant Keeper to identify and install a school leader; make the ADE aware of the academic or fiscal needs; and report evidence of progress to the State Board prior to Covenant Keepers submission for a continuation of its charter and future charter renewal. To this end, the aim of this transition plan is to respond to the State Board's request for information and follow through on APSRC's commitment to support the continuation of the school.

At the heart of the transition process is the transition plan. This is a required part of the continued operation and success of the school. To develop this plan the Friendship Education Foundation and a transition team comprised of APSRC, and the CK governing board, former and current school leadership staff, have worked together to identify the future planning needs of the school.

The transition plan has two parts: goals and transition services.

SUMMARY OF GOALS, ACTIVITIES AND TIMELINE

Leadership Transition:

Goals	Activities	Timeline	Responsible Parties
Goal 1: Transition Existing School Leader	Dr. Tatum resign; exit support; exit interview; and active; and help new person acclimate	Dr. Valerie Tatum resigned by September 30 th , 2018	Dr. Tatum CK Board FEF
Goal 2: Install a new school Leader for SY2018-2019	Hire new school leader before 2018 school year. Lauren Chapman, new school leader	new School Leader in place on July 1, 2019	CK Board FEF
Goal 3: Hire bi-lingual Spanish ESL Instructor	Hire fulltime Spanish speaking ESL Instructor	Search underway with a goal for hire by October 1 st , 2018	Lauren Chapman FEF HR team

Governing Board Transition

Goals	Activities	Timeline	Responsible Parties
Goal 1: Transition current Governing Board Members	Develop exist; replace 1 to 2 per month; Recruit new board members; members to complete board applications	Completed by: January 31st, 2019	CK board FEF school management team
Goal 2: Support new board members (Responsible parties:	FEF update board manual and meeting schedule FEF with information and reports FEF provide board development support	Ongoing for the 2018-2019 School Year (terms of Memorandum of Understanding signed on July 21 st , 2018.	FEF Management Team APSRC, and FEF with training provided by ADC Board Training Division)

Implement New Financial Controls

Goals	Activities	Timeline	Responsible Parties
Goal 1: Assess existing financial procedures, process and controls (oversight)	Review existing Accounting procedure; understand AP/AR/budgeting/auditing	Ongoing	FEF CK Staff ADE staff
Goal 2: Implement tighter financial controls	Implement new segregation of duties plan; ensure accuracy of financial reports; produce audit without major findings	Ongoing	FEF CK Staff ADE staff

Transition Plan Cost Summary:

Salary	Direct to CK Budget	Other Source	Total	Special Note:
Revenue:				
APSRC Leadership Grant	\$140,000		\$140,000	Restricted grant for L. Chapman salary. This will be a 2 year grant for a total of \$140,000. She will get \$115,000 plus \$25,000 fringe for a total of \$140,000 per year. Funding to be received by CK Oct 1 st . Memo from APSRC verifying grant award notice pending (9/15).
Walton Foundation Mgt Grant		\$150,000	\$150,000	This will be a direct grant to FEF. Will not affect CK budget and will not be reflected in CK budget
Ark School Facility funding	\$65,000	\$150,000	\$160,000	FEF will apply for this new funding during the transition period. New facility revenue is expected at \$65,000. It is not counted in budget at this time. 100% expected to receive. This is the first year is eligible.
Subtotal Revenue	\$205,000	\$150,000	\$355,000	Any direct revenue will go directly to CK and will be reflected in SY2019 budget. Facilities dollar 90% guaranteed new monies. 1 st year CK eligible for facility funding.
Expenses:				
Personnel				
Dr. Valerie Tatum Salary	\$20,618.73		\$ 20,618.73	\$20,618.73 is the total amount of V. Tatum salary for 3 months until resignation on 9/30/18. She earns
Lauren Chapman Salary	\$140,000		\$ 140,000.00	L. Chapman annual salary @ \$115,000, plus \$\$25,000. 100% covered by APSRC grant.
Subtotal Salaries	\$160,618.73	\$0	\$160,618.73	CK will have a surplus of \$
Total Cost for SY 2018-2019			\$160,618.73	
			3	
				Surplus equals difference of \$355,000 in

Variance (Savings to Budget)	\$194,381.27	revenue vs. \$160, 618.73. CK will add this amount to its 2018 budget.
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SCHOOL LEADERSHIP TRANSITION

Goal 1: Transition the existing School Leader

Tasks:

1. Develop exit timeline and former School Leader role through full transition date (Attached)
2. Board accept resignation of current School Leader
3. Conduct an exit interview of current school leader
4. Transfer of CK administration, operations, accounting, academic, and student records/data, staff files and parent information
5. Present to Board budget and transition cost to school leader transition
6. Remove Dr. Tatum's name from all banking accounts and contractual obligations of the school.

Date to be completed: Beginning July 15, 2018 through June 31, 2019. Last day of Dr. Tatum's service to the school will be September 30th, 2018. The MOU between FEF and CK's board was signed 8/21/19.

Responsible Parties: Dr. Valerie Tatum, CK Board members, FEF senior staff, and to lesser degree the appointed School/Leader.

Budgetary Impact and Financial Obligations to School's SY2018-2019 Budget: Dr. Tatum will receive a full month (30 days) of salary based on the date of acceptance of her resume, 9/10/2019. She will receive her normal rate of pay of \$6,873.82 during the 30 days as a Consultant after her resignation on 9/30/18. Her total cost to CK's SY 2018 budget is \$20,621.46 is calculated from beginning of the fiscal year beginning July 1, 2018. (3 months).

Direct Cost to CK 2018 School Budget: \$20,621.46

- Special Note:** 1) Dr. Tatum take home pay is \$3,436.91 per bi-weekly pay period. Her salary from beginning of fiscal year (July 1 through September 3, 2019) is the \$20,621.46.
- 2) A summary of Dr. Tatum's salary can be found in the School Leaders transition cost at the end of this section.

Copy of Dr. Tatum Resignation Letter needed as an attachment

Goal 2: Install New School Leader/Principal (completed with the hiring of L. Chapman)

Tasks:

1. FEF will provide the board with the resume, credentials for Lauren Chapman, the Acting CK School Leader/Principal
2. Provide board with 90-day evaluation (Timeline: Ms. Chapman to be named as permanent School Leader and Dr. Tatum's name removed in the School's Charter Renewal application, due 9/30/18).
3. Board select new Spanish Speaking Assistant School Leader (Timeline: After charter renewal decision; Cost: Salary/benefits)

Date to be completed: Under the current MOU Ms. Chapman's employment with the school will go from July 15, 2018 until June 31, 2019.

Responsible Parties: Dr. Valerie Tatum, CK Board members, FEF senior staff, and to lesser degree the appointed School/Leader and Principal

Budgetary Impact and Financial Obligations to School and/or Funder(s): APSRC will pay \$140,000 towards Lauren Chapman's annual salary of \$115,000 plus \$25,000 in fringe benefits and payroll taxes. This is a School Leadership grant through APSRC's. This is full-time grant funded position through APSRC's School Leader Development program.

Direct Cost to School: \$ 140,000.00

Special Note: APSRC Fellowship Grant Award letter is pending. Funding will begin in October and will include all salaries paid prior for our School Leader, L. Chapman's salary for 3 months. Estimated reimbursement of \$5,384.61. Total APSRC charge for 3 months will be \$16,153.84.

Goal 3: Fill Vacant ESL Instructor Position (position required by ADE and the State)

Tasks:

1. Begin active search for a bi-lingual (Spanish and English) English Second Language Instructor. (Timeline: search underway).
2. Lauren Chapman will oversee the search and hire process.
3. She will report the progress in her monthly School Leader report to the board
4. ESL Instructor in place ASAP. Lauren Chapman will make the final hiring decision. The FEF team will provide HR support.
5. Board will have an opportunity to meet the ESL Instructor at its' normal board meeting.

Date to be completed: Search already underway. Position to be filled ASAP. This is a permanent fulltime Instructional position.

Responsible Parties: Lauren Chapman and FEF

Budgetary Impact and Financial Obligations to School and/or Funder(s): None to the transition plan. This position will be covered 100% in this SY2018 budget. It will have no impact on the transition plan's budget. It is a compliance issue. The cost for this position is \$46,000, plus 21% normal benefits (\$9,660) for a total of \$55,660.

Direct Cost to Transition Plan School: **\$0**

School Leader Transition Cost Summary:

Transition Plan Cost Summary:

Salary	Direct to CK Budget	Other Source	Total	Special Note:
<i>Revenue:</i>				
APSRC Leadership Grant	\$140,000		\$140,000	Restricted grant for L. Chapman salary. This will be a 2 year grant for a total of \$140,000. She will get \$115,000 plus \$25,000 fringe for a total of \$140,000 per year. Funding to be received by CK Oct 1 st . Memo from APSRC verifying grant award notice pending (9/15).
Walton Foundation Mgt Grant		\$150,000	\$150,000	This will be a direct grant to FEF. Will not affect CK budget and will not be reflected in CK budget
Ark School Facility funding	\$65,000	\$150,000	\$160,000	FEF will apply for this new funding during the transition period. New facility revenue is expected at \$65,000. It is not counted in budget at this time. 100% expected to receive. This is the first year is eligible.
Subtotal Revenue	\$205,000	\$150,00	\$355,000	Any direct revenue will go directly to CK and will be reflected in SY2019 budget. Facilities dollar 90% guaranteed new monies. 1 st year CK eligible for facility funding.
<i>Expenses:</i>				
Personnel				
Dr. Valerie Tatum Salary	\$20,618.73		\$ 20,618.73	\$20,618.73 is the total amount of V. Tatum salary for 3 months until resignation on 9/30/18. She earns
Lauren Chapman Salary	\$140,000		\$ 140,000.00	L. Chapman annual salary @ \$115,000, plus \$\$25,000. 100% covered by APSRC grant.
Subtotal Salaries	\$160,618.73	\$0	\$160,618.73	
Total Cost for SY 2018-2019			\$160,618.73	
			3	
Variance (Savings to Budget)			\$194,381.27	Surplus equals difference of \$355,000 in revenue vs. \$160, 618.73. CK will add this amount to its 2018 budget.

GOVERNING BOARD TRANSITION:

Goal 1: Transition existing Governing Board members
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Tasks:

1. Develop existing schedule for all current board members.
2. Exit existing board members at a minimum of one board member per month. J
3. Recruit new board members at a rate of one new board member per month
4. Any new board member, as part of them being a full and voting member will be required to provide and complete a board member application (resume, application, board contract and a conflict of interest statement)

Date to be Completed by: January 31st, 2019

Responsible Parties: CK board and FEF school management team

Tasks:

1. FEF will work with and distribute Governance manuals and meeting schedule
2. FEF will provide the Governance board with information and reports at its monthly board meetings. The information will include, but not limited to a Meeting Agenda; Minutes from previous meetings; Monthly Financials; School Leader Report; Academic Performance Report; and, FEF Management Report.
3. FEF will provide additional support to Board Committees as required

Date to be Completed: Ongoing for the 2018-2019 School Year (terms of Memorandum of Understanding entered into on July 21st, 2018).

Responsible Parties: FEF Management Team, CK Governing Board, Chairman

Cost to Transition: A separate grant has been entered by FEF and the Walton Family Foundation to provide transitional management support to the School and its Governance Board. The 1 year, School Support grant is Grant agreement value is \$150,000 over a period of the 2018-2019 School Year. The work of FEF is through a direct grant to FEF from the WFF

Cost to School: \$ 0 (zero dollars) and has NO impact on the CK School's 2018 SY operating Budget.

TRANSITION PLAN FOR FINANCIAL CONTROLS

Goal 1: Assess existing financial procedures, process and controls (oversight)

Implement New Financial Controls

Goals	Activities	Timeline	Responsible Parties
	Review existing Accounting procedure; understand AP/AR/budgeting/auditing	Ongoing	FEF CK Staff ADE staff
Goal 2: Implement tighter financial controls	Implement new segregation of duties plan; ensure accuracy of financial reports; create	Ongoing	FEF CK Staff ADE staff

Board Approval:

Ernest Sanders, Jr - President
Board Representative

Date: 10/16/18

Ernest Sanders
Signature

**PUBLIC CHARTER SCHOOL
STATEMENT OF ASSURANCES
OPEN-ENROLLMENT PUBLIC CHARTER SCHOOL RENEWAL**

The signature of the charter leader of the public charter school certifies that the following statements are true and will continue to be addressed through policies adopted by the public charter school; and, staff of the public school shall abide by the same statements:

1. I have approval and authority to submit this application on behalf of the sponsoring entity.
2. The information submitted in this application is true to the best of my knowledge and belief.
3. The open-enrollment public charter school is open to all students, on a space-available basis, and shall not discriminate in its admission policy on the basis of gender, national origin, race, ethnicity, religion, disability, or academic or athletic eligibility, except as follows: the open-enrollment public charter school may adopt admissions policies that are consistent with federal law, regulations, or guidelines applicable to charter schools. The charter may provide for the exclusion of a student who has been expelled from another public school district if approved by the authorizer to do so.

If the open-enrollment charter school becomes over-subscribed, meaning more students apply for admission than can be accommodated given the enrollment cap, the charter school will hold one annual random and public lottery. The results of the lottery will be used to fill the open seats and populate a waitlist to remain in use for the duration of the school year. Any students that apply for admission after the lottery has been conducted will be added to the end of the waitlist in the order in which they apply. All admissions policies and procedures used, including the time and location of the lottery, will be advertised to the public.

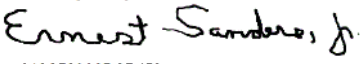
4. In accordance with federal and state laws, the public charter school hiring and retention policies of administrators, teachers, and other employees do not discriminate on the basis of race, color, national origin, creed, sex, ethnicity, sexual orientation, mental or physical disability, age, ancestry, or special need.
5. The public charter school operates in accordance with federal laws and rules governing public schools; applicable provisions of the Arkansas Constitution; and state statutes or regulations governing public schools not waived by the approved charter.

6. The open-enrollment public charter school does not use the moneys that it receives from the state for any sectarian program or activity, or as collateral for debt.

However, open-enrollment public charter schools may enter into lease-purchase agreements for school buildings built by private entities with facilities bonds exempt from federal taxes under 26 USCS 142(a) as allowed by Arkansas Code Annotated § 6-20-402. No indebtedness of an open-enrollment public charter school shall ever become a debt of the state of Arkansas.

7. The open-enrollment public charter school does not impose taxes or charge students tuition or fees that are not be allowable charges in traditional public school districts.
8. The open-enrollment public charter school is not religious in its operations or programmatic offerings.
9. The open-enrollment public charter school ensures that any of its employees who qualify for membership in the Arkansas Teacher Retirement System or the State and Public School Employee Insurance Program are covered under those systems to the same extent any other qualified employee of a traditional school district is covered.
10. The open-enrollment public charter school complies with all health and safety laws, rules and regulations of the federal, state, county, region, or community that apply to the facilities and school property.
11. The employees and volunteers of the open-enrollment public charter school are held immune from liability to the same extent as other school district employees and volunteers under applicable state laws.
12. The open-enrollment public charter school shall be reviewed for its potential impact on the efforts of a public school district to comply with court orders and statutory obligations to create and maintain a unitary system of desegregated public schools.
13. Open-enrollment charter board members and other leaders understand that certain provisions of state law shall not be waived. The public charter school is subject to any prohibition, restriction, or requirement imposed by Title 6 of the Arkansas Code Annotated and any rule and regulation approved by the State Board of Education under this title relating to:
 - (a) Monitoring compliance with Arkansas Code Annotated § 6-23-101 et seq. as determined by the Commissioner of the Department of Education;
 - (b) Conducting criminal background checks for employees;

- (c) High school graduation requirements as established by the State Board of Education;
 - (d) Special education programs as provided by this title;
 - (e) Public school accountability under this title;
 - (f) Ethical guidelines and prohibitions as established by Arkansas Code Annotated § 6-24-101 *et seq.*, and any other controlling state or federal law regarding ethics or conflicts of interest; and
 - (g) Health and safety codes as established by the State Board of Education and local governmental entities.
14. The facilities of the open-enrollment public charter school comply with all requirements for accessibility for individuals with disabilities in accordance with the ADA and IDEA and all other state and federal laws.
15. Should the open-enrollment public charter school voluntarily or involuntarily close, it is understood that that any fees associated with the closing of the school including, but not limited to, removal of furniture, equipment, general expenses, etc., are the sole responsibility of the sponsoring entity. No indebtedness of any kind incurred or created by the open-enrollment public charter school shall constitute an indebtedness of the state or its political subdivisions, and no indebtedness of the open-enrollment public charter school shall involve or be secured by the faith, credit, or taxing power of the state or its political subdivisions. Upon dissolution of the open-enrollment public charter school or upon nonrenewal or revocation of the charter, all net assets of the open-enrollment public charter school, including any interest in real property, purchased with public funds shall be deemed the property of the state, unless otherwise specified in the charter of the open-enrollment public charter school. If the open-enrollment public charter school used state or federal funds to purchase or finance personal property, real property or fixtures for use by the open-enrollment public charter school, the authorizer may require that the property be sold. The state has a perfected priority security interest in the net proceeds from the sale or liquidation of the property to the extent of the public funds used in the purchase.

DocuSigned by:

918C528A0DCD459...
Signature of Charter Board President

10/1/2018 5:33:52 AM PDT
Date

ERNEST SANDERS
Printed Name/Position