

Charter Amendment Request Instructions

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

Documentation to be Included with <u>ALL</u> Amendment Requests

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

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

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

Additional documentation

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

Documentation to be Included with ALL Amendment Requests

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



Charter Amendment Request Form

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

harter Name: Friendship Aspire Lab Schoo	ol for Dyslexia LEA:	3544700
uperintendent or Director: Dr. Phong Tr	ran	
mail:friendshipusa.org	Phone:	
Type of Ar	mendment(s) Requested	
Add a New Campus (Must also submi	it the Facilities Utilization Agreement)	
Address:	2 Country Club Cir, Maumelle, AR 721	13
School District:	Friendship Aspire Arkansas	
Campus Name: Current Address: Proposed Address: School District:		
Increase Enrollment Cap		
Current Cap:	0	
Proposed Cap:	135	
Change Grade Levels Served		
Current Grade Levels Served	: -	
Proposed Grade Levels Serve	ed: K-8	



Waiver(s)

Statute/Standard/Rule to be Waived: None

We are requesting all existing waivers currently approved for our charter to be granted to

this new school

Rationale for Waiver:

Since the new school will be integrated into the network, we request that it be granted all the waivers currently afforded to the network. These waivers are essential in ensuring consistency across all campuses, allowing the school to operate under the same successful policies and frameworks that have been instrumental in driving student achievement and organizational efficiency. Aligning the new school with the existing network waivers will provide flexibility in curriculum implementation, instructional models, and resource allocation, ultimately supporting the best possible educational outcomes for students.

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):		Here For Kids						
	Friendshin Asnire Arkansas							
Lessee (Tenant):								
Address of Prem	ises: 2 Country Club Cir	, Maumelle, AR 72113						
		The current facility is used as a private school						
Square Footage:	12,756	Rental Amount:						
Terms of Lease:	30 years							
Contingency : T Charter School r school at the pre	he terms of this agreer eceiving approval by th mises identified.	Friendship Aspire Akransas ment are contingent upon he Authorizer to operate an open-enrollment public charter						

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 Arkansas	
By:	Signature	Date:
, <u> </u>	Signature	
Lessor:	Here For Kids/	
Ву:		Date:
	Signature	

Google Maps 2 Country Club Pkwy



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Imagery ©2024 Airbus, Map data ©2024 20 ft
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2 Country Club Pkwy

Building



2 Country Club Pkwy, Maumelle, AR 72113

Photos

FRIENDSHIP ASPIRE ACADEMIES ARKANSAS

LEA: 3544700 County: JEFFERSON

Enrollment by District on October 1

2024 - 2025

GENDER TOTALS	L	74 82	75 86	89 95	66 68	69 83	66 78	42 74	1 55	35 41	23 23	15 15	
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GRADE	TOTAL	156	161	184	179	152	144	116	106	76	46	30	
		K Enrollment	01 Enrollment	02 Enrollment	03 Enrollment	04 Enrollment	05 Enrollment	06 Enrollment	07 Enrollment	08 Enrollment	09 Enrollment	10 Enroliment	

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Page: 1 of 1

FRIENDSHIP ASPIRE ACADEMIES ARKANSAS

LEA: 3544700

County: JEFFERSON

District Child Nutrition (Grades: K - 12) 2024 - 2025

October 1 Enrollment	1,350
October i Enronment	1,000

Child Nutrition Student Cou	nts:
Free Lunch	442
Reduced Lunch	194
Full Paid	315
Direct Certified	399
Total Lunch	1,350

(this total MUST = October 1 Enrollment)

For this school, each student counted on this report as eligible for free or reduced price meal status has a source document to verify that status. The source document can be either the name on a direct certification list, or a correctly approved application on file. The counts by category reflect only students currently enrolled in the school. Students have been correctly added or dropped prior to running this report.

Since going to an on-line system to claim reimbursement for meals, the Child Nutrition Unit no longer collects this report. To verify the free, reduced and paid eligible status numbers, the District can print the reports and keep them on file in the District.



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. 4:82cv-0866 (E.D. Ark.), Order filed February 23, 2007. In 2010, LRSD filed a motion to enforce the 1989 Settlement Agreement. The motion contended that operation of open-enrollment public charter schools within Pulaski County interfered with the "M-M Stipulation" and the "Magnet Stipulation." On January 17, 2013, Judge D.P. Marshall Jr. denied LRSD's motion, stating:

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

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



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

ll. 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, PBSD had a student population of 3,333 students, of which 94.6% were Black/African- American, and 2.7% were White. WCSD's student population was 1,918 students, of which 86.8% were Black/African-American, and 10.3% were White. WHSD's student population was 3,003 students, of which 64.9% were White, and 25.7% were Black/African-American. 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 PBSD, WCSD, and WHSD 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, PBSD 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, PBSD, and now the NLSRD.

Statistics

College Going Rate	N/A
Per Pupil Expenditures	\$0.00
Graduation Rate	N/A
Student to Teacher Ratio	14:1
Average Class Size	22
English Learners	3%
Low Income	82%
Average Years Teaching Experience	4.59
Students Eligible to Receive Special Education	6%





Friendship Aspire Academy - All Schools Projected Financials

	Budget	Projected	Projected	Projected	Projected
Year	24-25	25-26	26-27	27-28	28-29
Enrollment	1360	1460	1560	1660	1760
State Foundation PPF	\$7,771	\$7,926	\$8,084	\$8,246	\$8,411
State Facility PPF	\$563	\$574	\$586	\$598	\$610
Other State PPF	\$1,150	\$1,173	\$1,197	\$1,221	\$1,245
Federal PPF	\$1,421	\$1,449	\$1,478	\$1,508	\$1,538
Food PPF	\$636	\$649	\$661	\$675	\$688
Revenue					
State assistance	\$12,898,240	\$14,122,580	\$15,392,520	\$16,706,685	\$18,067,374
Federal assistance	\$1,932,560	\$2,115,540	\$2,305,680	\$2,503,280	\$2,191,200
Food	\$864,960	\$947,540	\$1,031,160	\$1,120,500	\$1,210,880
CSP	\$1,600,000				
Other revenue	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000
Total Revenue	\$17,695,760	\$17,585,660	\$19,129,360	\$20,730,465	\$21,869,454
Fundament					
Expenses Instructional Staff Salaries	\$3,213,000	\$3,250,000	\$3,500,000	\$3,900,000	\$4,200,000
Administrative Staff Salaries	\$4,766,768	\$4,800,001	\$4,900,538	\$5,100,000	\$4,200,000
Personnel Benefits (% of salaries)	\$2,334,740	\$2,093,000	\$2,121,615	\$2,340,000	\$2,444,000
Lease	\$2,395,436	\$2,450,000	\$2,450,000	\$2,650,000	\$2,650,000
Facility Occupancy (other)	\$1,457,882	\$1,460,000	\$1,565,000	\$1,799,653	\$1,886,671
Supplies	\$695,423	\$710,000	\$800,000	\$900,000	\$950,000
Contracted Services	\$1,658,451	\$1,665,000	\$1,800,000	\$2,000,000	\$2,400,000
Food	\$825,653	\$900,000	\$954,025	\$1,000,000	\$1,200,000
Other Expenses	\$56,346	\$65,809	\$269,455	\$350,000	\$350,000
Total Expenses	\$17,403,699	\$17,393,810	\$18,360,633	\$20,039,653	\$21,280,671
Capital Outlays	\$0	\$0	\$386,552	\$386,552	\$386,552
Change in Net Assets	\$292,061	\$191,850	\$382,175	\$304,260	\$202,231