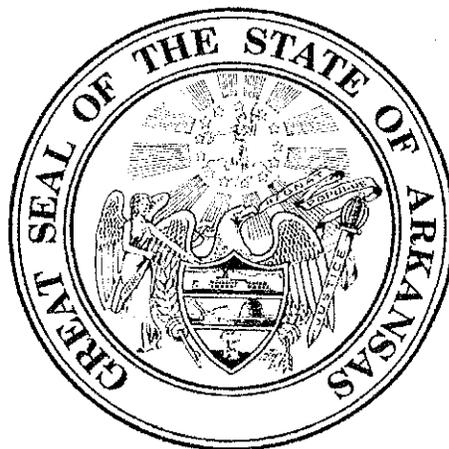




ARKANSAS DEPARTMENT OF EDUCATION

**Open-Enrollment Public Charter
New Application
Deadline for Submission: August 31**



Charter School: KidSmart Bilingual Education Academy

Date Submitted: August 31, 2011

Date Approved: April 14, 2011

RECEIVED
AUG 31 2011

CHARTER SCHOOL OFFICE

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Required Attachments

- Attachment 2 School Calendar and Daily Schedule**
- Attachment 3: Facility Use Agreement and Draft Lease Agreement**
- Attachment 4: Proposed Budget (Using Template as provided)**
- Attachment 5: Proposed Salary Schedule for Administrative and Teaching Positions**
- Attachment 6: Evidence of Status as Eligible Entity**
- Attachment 7: Evidence of Parental and Community Support**
- Attachment 8: Signed Statement of Assurances Form**

**STATE BOARD OF EDUCATION
ARKANSAS DEPARTMENT OF EDUCATION
APPLICATION FOR AN OPEN-ENROLLMENT PUBLIC CHARTER SCHOOL**

A. GENERAL INFORMATION (Please type)

Name of Proposed Charter School: KidSmart Bilingual Education Academy
Grade Level(s) for the School: K-5 Student Enrollment cap: 600 students

Name of Sponsoring Entity:

The applicant is an "eligible entity" under the following category (check one):

- a public institution of higher education;
- a private nonsectarian institution of higher education;
- a governmental entity; or
- an organization that is nonsectarian in its programs and operations, and is, or will be, exempt from taxation under Section 501(c) (3) of the Internal Revenue Code (provide evidence). (A copy of the entity's letter from the IRS reflecting tax exempt status or a copy of the entity's application for 501 (c) (3) status must be attached to the application. Articles of incorporation or letter acknowledging nonprofit status from the Secretary of State will not suffice). An eligible entity must have received formal tax exempt status under §501 (c) (3) of the Internal Revenue Code of 1986 prior to the first day of its operation with students.

Name of Contact Person: Tiffany Pettus

Address (no P.O. Box please): 3516 Baseline Road City: Little Rock, AR ZIP: 72209

Daytime Phone Number: (501) 562-0968 (501)612-0864 FAX:

E-mail: kidsmartdirector@yahoo.com

Charter Site Address: 3516 Baseline Road City: Little Rock, Arkansas ZIP: 72209

Date of Proposed Opening: July 9, 2012

Chief Operating Officer of Proposed Charter: Tiffany Pettus, Director

Address: 3516 Baseline Road City: Little Rock, Arkansas ZIP Code: 72209 Daytime

Telephone Number: (501) 612-0864 (501) 562-0968

The proposed charter will be located in the Little Rock School District

Provide a comprehensive list of all individuals, including but not limited to entity board members and charter school board members, involved in the organization and design of the proposed school as well as the proposed application process.

Name: Terrilyn Pettus, Position: President Profession: Educator State of Residence: AR

**Name: Robert Donald, Position: Vice-President Profession: Parent,
State of Residence: AR**

Name: Adela Carillo , Position: Secretary Profession: Parent, State of Residence: AR

**Name: Anithia Harris , Position: Board Member Profession: Educator, State of Residence:
AR**

**Name: Collette Chism, Position: Board Member Profession: Case Specialist
State of Residence: AR**

Name: Denise Bell Position: Board Member Profession:Parent State of Residence: AR

List the current K-12 student enrollment of the district where the proposed public charter school will be located.

25,000 (Total District Enrollment)

List the school districts from which students are expected to come (use additional sheets as necessary).

**Little Rock School District
Pulaski County Special School District**

**Benton School District
Bryant School District**

B. GENERAL DESCRIPTION

In succinct terms describe the proposed school including grade levels offered, student populations served, educational focus, and any other essential characteristics

KidSmart Bilingual Education Academy will open on July 9, 2012, with 200 students enrolled in grades Kindergarten through third grade. KidSmart will primarily serve students within the Little Rock, Pulaski County, Benton and Bryant school districts. KidSmart Bilingual Education Academy will provide children with a positive educational and social experience in a structured, challenging, yet nurturing environment. It will be a community in which students, teachers, and parents are jointly aware of and committed to the mission and goals of the school. The No Child Left Behind (NCLB) Act of 2001 will serve as a guideline in our commitment to teach every student how to reach his or her fullest potential. As part of the NCLB Act, instruction will be research based and evaluated frequently, teacher development will be a continual process, and special emphasis will be given for the adequate yearly progress of each student. Every effort will be made to humanize and personalize each student's learning environment.

KidSmart Bilingual Education Academy believes in preparing children for life by nourishing the students' minds and bodies. KidSmart Bilingual Education Academy will be a bilingual (English- Spanish) school. Literacy and numeracy, taught in English and Spanish, will foster success in a diverse world while an emphasis on health, physical fitness, and character education will ensure a holistic approach to a rigorous curriculum. Enrollment will include Kindergarten through third grade for the 2012-2013 school year.

Resources will be designed to assist teachers in organizing their classrooms and instructional activities in order to increase achievement of Hispanic primary-grade children whose first language is not English and increase achievement among students whose first language is English. The program will offer a curriculum plan, instructional strategies and activities, student materials and assessment procedures that focus on the acquisition of:

- higher-order thinking skills to apply newly learned knowledge and understanding;
- understanding of relations between mathematics and science concepts;
- knowledge, i.e., specific items of information and understanding of relevant concepts;
- and
- language to gain and communicate knowledge and understanding.

Motivational strategies and materials compatible with the students' own social and cultural environment are incorporated into the instructional materials to develop and enhance positive attitudes and values toward mathematics, science and language learning.

D. REQUIRED INFORMATION (60 Pages Max)

1. Results of The Public Hearing

The Public Hearing was held on Monday, August 15, 2011 from 6:00 -6:30 p.m. at the Dee Brown Library, 6325 Baseline Road, Little Rock, Arkansas 72209. The meeting was presided over by Terrilyn Pettus and Tiffany Pettus. The presentation included demographics and statistics of low-performing schools in the Little Rock School District footprint and the purpose goals, curriculum goals and outreach design of KidSmart Bilingual Education Academy. The presentation was followed by a question and answer session which lasted for thirty minutes. The questions included questions about the school's bilingual curriculum, the location and transportation options. More than 90% of those in attendance signed the petition in favor of opening the KidSmart Bilingual Education Academy Charter School. No one spoke in opposition of the proposed school.

2. Documentation Related to Public Hearing

Supporting evidence collected at the hearing, including a sign-up sheet is included in Attachments (required). The notice of the public hearing was published in the Arkansas Democrat Gazette on July 29, August 5 and August 8 in the Arkansas news section. *See Attachment 1A for ad copy and invoices reflecting publication dates.*

A. This notice was published in 12 point font. The ad was 2" by 4". See attachment for ad copy.

B. The last publication date was August 8, seven days before the meeting was held on Monday, August 15.

C. Letters announcing the hearing were mailed to all superintendents from districts from which KidSmart Bilingual Education Academy Charter may draw students, including all contiguous districts. (See Attachment 1B for sample letter and certified mail receipts.)

3. Governing Structure of the School

KidSmart is a non-profit corporation that was established according to non-profit corporation laws. The board of directors of the KidSmart Bilingual Education Academy is dedicated to quality education and promotes dual-immersion curriculum, mathematics, and health education in school environments. The primary purpose is to organize and operate exclusively for educational purposes. The Board will provide the general governance function, which encompasses legal responsibilities, general oversight, planning and fiduciary obligations. The board members of KidSmart Bilingual Education Academy will carry out their statutory responsibilities associated with establishing and monitoring the charter school in an efficient and ethical manner and in compliance with local and all other applicable state and federal laws and regulations.

The site-based management structure at the KidSmart Bilingual Academy will be team oriented. All members' views, perspectives and opinions are equally important to the organization as a

whole. Teachers, students, parents, principal, and Board of Directors will collaborate together to create innovation, project enhancement, etc. New projects, ideas, opportunities can come from any of these avenues.

Legal Status and Authority of the Board of Directors

The authority of The KidSmart Bilingual Education Academy's Board of Directors is derived from its own charter, the laws governing public schools, and the Arkansas State Department of Education as found in Arkansas Code Annotated sections 6-23-101. It is subject to all pertinent federal statutes as well as its rules and regulations, after appropriate approvals, both locally and on a state-wide basis.

Roles and Responsibilities

The responsibilities of the Board of Directors will be to support the Academy's vision and mission statements, to act as the conduit for the state and federal funding to the Academy, to maintain the focus on the charter's vision and mission statements that support that vision. These individuals will have individual skills to make the whole body capable to manage the charter. The school will accept applications in an effort to broaden representation. The skills will be complimentary to the mission of The KidSmart Bilingual Education Academy. The skills needed for the body as a whole may be focused on an understanding of School Law, funding connections from grants, state and federal agencies, the workings of the Arkansas state fiscal policies and procedures, and a working knowledge of budget management. The composition of the Governing Board will represent a cross section of District and community stakeholders and include community, parent and business representatives to provide new and innovative ideas to improve involvement. The Board of Directors will be actively engaged in the learning on campus. They will be seen in the classrooms and conference rooms and on campus working with the students. Their expertise is going to improve the learning experiences. In short, they will not have to depend on Board of Director reports to know what is being built at the KidSmart Bilingual Education Academy, they will be actively involved.

Individually, the group will elect a president, a vice-president, and a secretary. These officers will be responsible for the typical duties of each office. The School Board members will carry out its statutory responsibilities associated with operating the charter school in an efficient and ethical manner and in compliance with local and other applicable state and federal laws. The Board of Directors shall always consist of no fewer than five (5) voting members.

Highlights of duties of the governance body: Board of Directors (BOD):

- Maintain the Academy's direction holding to the vision and missions
- Work with the principal on Professional Development opportunities, grants, vision, curriculum enhancement, Offer expertise to the Academy leadership
- Build relationships with the students of KidSmart Bilingual Education Academy
- Marketing of school to the public, industry and local, state and federal government representatives
- Prepare the budget along with the principal and business manager
- Evaluate the performance of the principal, Hold the principal accountable for the academic

success and fiscal responsibility of the school;

- Establish and maintain all policies governing the operation of the charter school,
- Ensure that the school adheres to the mission and goals outlined in the charter,
- Provide support to the school for additional fund-raising, marketing and other services as needs arise,
- Hear and render decisions on issues brought to the Board's attention,
- Participate in disputes that are brought to the Board's attention as they relate to the school's discipline policy, especially disputes arising in the areas of expulsion and long-term suspension,
- Responsibly review and act upon sub-committee recommendations brought to the Board's attention for action,
- Assist in identifying resources and attract resourceful people, and
- Advocate on behalf of the school by working to establish partnerships with community organizations, institutions of higher learning, nonprofit foundations and corporate entities that support education through noncommercial relationships.

Policy Adoption:

The Board of Directors shall maintain a written statement of policies for the information and guidance of all employees, students and member of its constituency. The statement of policies shall be subject to revision and review from time to time and approved annually as a matter of procedure by the Board of Directors of KidSmart Bilingual Education Academy's regularly scheduled meeting. Amendments to policies may be placed on the board agenda when two or more board members are in agreement. Procedure for policy approval shall be determined by the founding board.

The members of the Board will play an active role in the activities of the sub-committees listed below. We will also recruit staff, families and the community to serve on the various committees necessary to address governing issues.

- 1. Academic Policy:** Reviews curriculum to ensure compliance with the mission of the school; recommends policy changes to the Board where appropriate; and participates in the development of program development and evaluation.
- 2. Personnel:** Recommends job descriptions to the Board of Directors; reviews principal's recommendations for hiring and firing employees and makes recommendations to the Board; and provides advice on personnel matters to the Board and the principal.
- 3. Community Relations:** Seeks out active involvement of the community; acts as a liaison between Board, parents, volunteers, and community to ensure smooth operation of the school; plans social events; and oversees a strong home/school communication program.
- 4. Finance:** Drafts annual operating and capital budgets for approval by the sponsoring entity; reviews monthly actual revenues and expenditures of the operating, capital, and enterprise activities and presents the same to the Board; and provides advice on financial matters to the Board, the sponsor, and principal.
- 5. Facilities and Equipment:** Determines space and equipment needs and costs associated therewith; negotiates leases; ensures compliance with all regulations; develops plans for any necessary renovations to site; monitors ongoing compliance with regulations; and oversees maintenance of building and equipment.

Roles of Administrative Staff

KidSmart's Board of Directors is an equal opportunity employer and its policy is to seek and employ the best qualified personnel without regard to race, religion, color, creed, national origin, citizenship, age, gender, marital status, or disability. The Board will seek to find strong, capable leaders to be effective in a charter school environment. KidSmart will provide an atmosphere of caring and respect for its students and staff. The fundamentals of a productive relationship between the teachers and the administration will be laid out during the hiring process by effectively communicating the goals and objectives of the school to the teachers. The Board of Directors will be responsible for making sure that both the administration and the faculty are aware of being part of the same team and the only way to become successful is if everyone does his or her job with integrity and efficiency. The Board of Directors will hire the Principal and approve all policy. The Principal will hire all other employees and oversee the operation of the school, and all other leaders will be responsible for areas as described in their individual job descriptions. The members of the Board of Directors shall be appointed and represent the general community, parents involved with their children with said school, the broader interests of the school/educational community and the bilingual education programmatic substance as it relates to the charter.

The Curriculum Director

The Curriculum Director will oversee the development of educational content and materials for the Charter School. This administrator will work closely with the principal to coordinate professional and student development in addition to offering technical assistance to teachers. The Curriculum Director will assist teachers in developing individualized plans for students. The Curriculum Director will assume strategic responsibility for the quality, coherence, continuity and relevance of the curriculum area's program of learning throughout the school by ensuring that a rigorous and comprehensive program of monitoring and evaluation is maintained as part of the school's self evaluation procedures, leading to a well focused team.

The administrators will be responsible for leading the instructional staff in measuring goal process and ensuring that the reporting is done. Classroom teachers will be responsible for implementing interventions in their classrooms and throughout the school. This will be communicated through monthly staff meeting where staff can compile data that will be brought to the Board of Directors' monthly meeting. We will extend an opportunity to parents to volunteer in and out of the classroom to make the school success possible. *Refer to Section 19 for comprehensive information regarding parent involvement.*

4. Mission Statement

We hold true to our motto, "Building Minds, Building Futures." We believe in preparing children for life in a safe, collaborative environment by nourishing the mind and body. We believe that Literacy and numeracy, taught in English and Spanish, will foster success in a diverse world.

Philosophy and Achieving This Mission

Our vision is that KidSmart Bilingual Education Academy will:

- Assist students in performing above grade level and becoming proficient in reading and math
- Utilize strategies to assist English Language Learners in becoming proficient in Literacy and Math.
- Teach students to be compassionate towards others and their community
- Teach students to be real world problem solvers
- Teach students to Be physically healthy

We strive to act with integrity in all we do, provide leadership as a school and as individuals, regard honesty and transparency as essential in our communicating, collaborate as a team, focus on an accelerated, bilingual K-3 academic program of excellence, take courage to stand up for what we believe and strive to continuously improve as individuals and as a school. KidSmart was founded on the premise that every child can develop the characteristics and abilities to overcome economic hardship and achieve success. KidSmart actively involves teachers, parents, and the community to ensure the strong and positive development of the whole child.

5. Educational Need

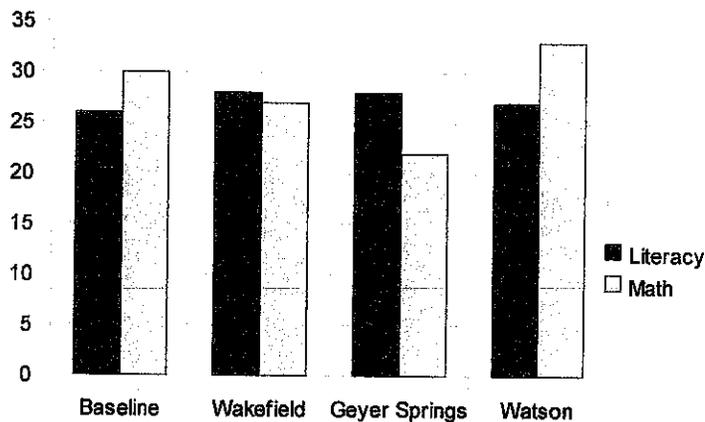
According to Arkansas' Report Card on the *Education Week* website¹, Arkansas received a "C-" in "Chance for Success." The "Chance for Success" takes into account early childhood education, K-12 education and workforce results. Arkansas has strong educational standards in relation to Literacy and Math content, Benchmarks, and Performance Standards. However, student achievement is relatively low in the area where we propose to open KidSmart Bilingual Education Academy. As seen in figure 1.1, students do not show adequate proficiency in math and literacy.

- Grade 3 Math , Combined average of 28% of students attending schools in Figure 1.1 scored at proficiency on the Math section of the Arkansas Benchmark Exams.²
- Grade 3 Literacy, Combined average of 28% of students attending schools in Figure 1.1 scored at proficiency on the Literacy portion of the Arkansas Benchmark Exams.

These numbers indicate that the students need stronger encouragement and motivation for Literacy and Math. Educational statistics clearly depict that there is a great need for a charter school that offers rigorous, innovative programs to low achieving students.

1 Education Week Retrieved August 4, 2011 from <http://www.edweek.org/ew/index.html>

2 School District Statistical Data is Compiled from the Arkansas Department of Education Website



Percentage of Third Grade Students Scoring At Proficiency
on 2011 Arkansas Benchmark Exams
Little Rock School District Schools within a ten-mile radius

Figure 1.1

The educational needs of students in low-performing schools and the growing Hispanic population in Central Arkansas warrants new and innovative methods of education to reach English Language Learners as well as non-bilingual children. New, innovative methods are needed to close the achievement gaps and improve educational strategies on how children are taught and learn as well as innovations to raise all students' scores.

KidSmart Bilingual Education Academy will be the only charter school in the state that will have offer Dual Spanish Immersion for K through 3 grades with a focus on Health Education. KidSmart will allow room for flexibility, creativity, and fine tuning in school policies, curriculum, and management based on local needs. While keeping state standards and benchmarks as a guiding tool, KidSmart will implement additional programs to meet the individualized needs of students, parents and teachers. The small classroom and school size will help to maintain a low faculty: student ratio (1:15) to achieve targeted performance goals.

There is also serious need for encouraging healthy habits in students at our school. The school plans to implement a campus-wide Character and Health Education Program through the *Healthy Choices Curriculum* that will help our students build character, make informed decisions and the personal and professional skills needed for future leadership. Students at KidSmart will be encouraged to take responsibility for their actions, seek positive role models and develop into good citizens with high ethical and moral values. Parents will be regularly informed about the Health and Character Education Program to ensure that they will also be involved in our effort in inspiring good behavior in our future leaders.

6. Educational Program

We will open as a Charter serving Kindergarten through third grade, adding an additional grade each year until we are able to enroll fifth grade students. The enrollment cap is 200 students.

Length of School Day and School Year

The KidSmart Bilingual Education Academy will increase the school day to 7 hours of instruction with a 30 minute lunch. The longer school day is supported by President Obama's educational plan (Bass, J., 2009). This change is an attempt to allow deeper learning experiences.

Proposed Instructional Hours: 8:00 a.m -4:00 p.m.

Proposed Length of School Year: A Year Round School Model

The School year will begin the beginning of July.

First quarter: 10 weeks. (Two weeks off – fall break)

Second quarter: 10 weeks (Three weeks off around Christmas and New Years)

Third quarter: 10 weeks (Two weeks off – spring break)

Fourth quarter: 10 weeks (5 weeks off – summer break)

The increased daily instructional time and longer school year allows students the opportunity to explore concepts deeper, strengthening life long learning experiences. The year-round model provides less time for students to forget and provides regular breaks. KidSmart Academy envisions offering enrichment activities over the breaks. This aligns with President Obama's educational plan idea of breaking the 18th century Agramodel of 3 months off in the summer to allow the children of the family to plant and harvest. This agriculturally-based model does not fit the needs of our 21st century culture (Bass, J., 2009). Data shows that such a long time off in the summer creates a loss of knowledge and information (Cooper, Nye, Charlton, Lindsay and Greathouse,1996). The longer times together and less time apart will increase the retention of the lessons and the cyclical building from year to year. Our calendar will still allow families with younger children in K-5 schools or older children in college to still celebrate together during large holiday seasons like Christmas and summer.

Overview of Curriculum and Learning Environment

KidSmart Bilingual Education Academy will implement several unique educational programs. These programs include *Healthy Lifestyles* and the Spanish-English, Dual-Immersion program. Both programs support all children in learning skills that are applicable to their lives. The curricula include these unique programs as well as rigorous academic instruction in reading, writing, math, science, social studies, health, physical education, art, music, and technology.

KidSmart Bilingual Education Academy will offer research-based methods, parental involvement, high standards, accountability, effective instruction, and effective teachers. Good bilingual education programs recognize and build upon the knowledge and skills children bring to school. They are designed to be linguistically, culturally, and developmentally appropriate for the students and have the following characteristics:

1. High expectations for students and clear programmatic goals.
2. A curriculum that is comparable to the material covered in the English-only classroom.
3. Instruction through the native language for subject matter.
4. An English-language development component.
5. Multicultural instruction that recognizes and incorporates students' home cultures.

6. Administrative and instructional staff, and community support for the program.

Global interdependence and mass communication often require the ability to function in more than one language. According to the 2000 U.S. Census, more than 9.7 million children ages five to seventeen—one of every six school-age children—spoke a language other than English at home. These language-minority children are the fastest-growing segment of the U.S. school-age population. Between 1990 and 2000, the population of language-minority children increased by 55 percent, while the population of children living in homes where only English is spoken grew by only 11 percent. English-language Learners comprise about 12 percent of the school population, with the largest growth Idaho and Arkansas.³

KidSmart Bilingual Education Academy School will use literacy-focused, research-based elementary curricula, available in English and Spanish. We will incorporate, the innovative program, the dual immersion program, which will allow all students to become bilingual and bi-literate. Dual immersion is a form of education that ensures that students are bi-literate and bilingual by focusing on two languages throughout the school day. In our schedule, students will have reading classes in both languages, and rotate academic units in English and Spanish. Students will be taught to master both languages while also learning new curricular material. Material will build but not be repeated in each language. For example, second grade students might begin learning about how multiplication is a form of grouping in math one week in English, and the next week they will add to that concept by matching math problems to manipulatives, while discussing it with their groups in Spanish.

By definition, dual language programs are designed to integrate English Language Learners and English proficient students for content and literacy instruction in two languages (Lindholm-Leary, 2004). Both native English and native Spanish speakers will benefit from the dual immersion program. This program will serve the growing Hispanic population by ensuring that the Spanish-speaking children learn to read and write in their native language, while mastering the same skills in English. Similarly, the non-Spanish speaking children will learn to comprehend, speak, read, and write Spanish, which are very desirable skills in our multicultural society. The dual immersion program will not be limited to learning another language, but will also teach children about other cultures. Cultural identity is encoded in all communication⁴. Thus, students learn culture in all school settings. KidSmart Bilingual Education Academy's multicultural education seeks to maximize student achievement by implementing socially responsive pedagogy. Bilingual-infused education encourages the opportunity for students to connect with identity. When students' identities are affirmed in the classroom, they then feel comfortable and participate fully in literacy learning.⁵

Core Elements of KidSmart Bilingual Education Program Offerings:

- We believe bilingual elements infused in instruction is the lever to increase student engagement, and thus, increase student achievement. Bilingual-infused instruction is:

3 NYSUT News Wire - October 26, 2007

4 *Cultural Communication and Intercultural Contact*, 1990 Donal Carbaugh, University of Massachusetts

5 *Cognitive Academic Language Proficiency*, Jim Cummins, PHD.

- A better way to engage students
- A better way to teach the research-based curricula (reinforce and extend learning)
- An alternative way to assess student understanding of content and concepts Teachers use exemplars to facilitate group feedback focused on work products, not students.

Supporters of the practice conclude that bilingual education will not only help to keep non-English-speaking children from falling behind their peers in math, science, and social studies while they master English, but such programs teach English better than English-only programs. The educational design will begin for each grade level as a way to help students develop native language literacy first. As an open enrollment charter school, we will enroll English language learners as well as native English speakers.

More Options for Bilingual Students

During President George W. Bush's tenure as president, he started a new initiative to promote foreign language education as "a part of a strategic goal, and that is to protect this country" (Graham, January 6, 2006). "Our diverse country needs culturally responsive programs to be competitive in global society." We believe that bilingual education will give students more choices. It leads to access to more information resources. According to a *Newsweek*⁶ report. "Being able to speak more than one language at a high level, and on a regular basis, is like constantly flexing a muscle in your brain, and it carries over into all kinds of skills beyond those of actually speaking a language." In today's world of globalization, knowing a foreign language gives opportunities to study and work abroad. It also helps in creative thinking. Bilingual persons have two or more words for each object and idea, and different meanings are sometimes attached to words by the two known languages. Therefore, a bilingual person may develop the ability to think more flexibly not only about words, but also about other things too. Once you know two languages, it becomes much easier to learn another language. A bilingual student can read books or literature that exists in both the known languages that would otherwise be unavailable. It leads to exposure to different cultures. A language is usually closely related to the culture of the speaker. To read a book or a poem or to listen to a song in the original language is a completely different experience than to read/hear the translation. Exposure to a second set of customs, traditions and history provides a different viewpoint on many questions and makes life a lot more interesting and rewarding. Knowing two languages places one in a position to think about language itself, to reflect on its functions, and to treat it as an object of thought. Bilingual children have also demonstrated superior story-telling skills, perhaps because they are less bound by words and more elastic in thinking due to the knowledge of two languages

A major longitudinal study released in 1991 by the U.S. Department of Education found that the more schools developed children's native-language skills, the higher they scored academically over the long term in English. Students also benefited from acquiring fluency and literacy in two languages" (NABE, 2004). Bilingual education serves as a tool to improve English and academic outcomes as well as learn a second language.

⁶ Newsweek August 7, 2011 "Why It's Smart to Be Bilingual"

⁷ Language and Cognitive Development in Second Language Learning , Virginia Gonzalez, Baker 1992

KidSmart will partner with local Spanish language newspapers, television and radio media to infuse bilingual activities and techniques into teaching. Collaborations with organizations like enhances the learning environment and helps our faculty learn about the resources available in the community in which they teach. Classroom teachers will use the media resources to infuse bilingual elements into classroom instruction where appropriate. KidSmart will engage students by infusing the bilingual elements into all areas of the curriculum and by building a strong school culture.

Encouraging Healthy Lifestyles

Health is also a growing concern in our society. Children throughout the country are more likely than ever to be overweight or obese. Childhood obesity puts children at higher risks for type 2 diabetes, hypertension, cardiovascular disease, hyperlipidemia, and psychosocial disorders (Kauffman, 2007). Poor nutrition and lack of physical activity are factors in lower academic achievement (Action for Healthy Kids, 2004). Interventions are key to helping children and their communities understand and maintain healthy lifestyles and make healthy and informed choices about exercise and nutrition. Such lessons prepare students for healthy life choices as they enter their teen year and adult life. *The Healthy Lifestyles Curriculum* incorporates nutrition, health, and character education and is integrated throughout the curriculum. This program teaches children about the importance their actions have on themselves, their families, their neighbors and their communities. Children will participate in a character education component of the curriculum in Physical Education class to learn to be world citizens who make careful choices in all aspects of their lives, from caring for the environment by recycling, to solving peer disputes, to choosing healthy snack alternatives, to participating in community service activities. The program integrates the values of citizenship and self-control, while learning about movement and the benefits of physical activity. It is based on Rena Kornblum's book, Disarming the Playground: Violence Prevention Through Movement and Pro-Social Skills. The curriculum enforces positive social skills and prevents youth violence. This curriculum aligns to Arkansas Curriculum Frameworks Standards for Health, Safety and Physical Education, 10.3 Safety and Injury Prevention. By providing a safe environment that encourages and supports healthy choices, KidSmart Bilingual Education Academy helps students build the skills they need to have healthy lifestyles that positively impact their bodies and their communities.

Reading and Literacy: We will use the Calle de la Lectura curriculum, an all-new comprehensive K-6 Spanish Reading and Language Arts series. Calle de la Lectura delivers a balance of authentic and transadapted literature, scientifically research-based instruction, multiple teaching for transfer opportunities, and a wealth of groundbreaking online experiences for high student engagement. The Calle De la Lectura curriculum is supplemented by the *My Teaching Library* and *Reading Street* online curriculum. *Reading Street* is an interactive online web experience that allows students to read books in Spanish and English, play arcade games to learn vocabulary and spelling words. *My Teaching Library* has strong core emphasis on ongoing progress-monitoring and an explicit plan for managing small groups of students. Calle De Lectura provides quality literature to give all students a base in phonics and the opportunity to read a wide variety of texts. Throughout the reading and writing units, teachers have an opportunity to engage students in unit projects that incorporate bilingual

elements in creative ways. In addition to a foundation built on reading skills through Calle De Lectura, students in all grades will have myriad opportunities to practice writing and speaking in Spanish and listening to a wide array of speakers, presenters, and other media.

Mathematics: Mathematics instruction will be highly structured. Teachers will emphasize mastery of concepts through practice over time in order to build a solid mathematics foundation for every child. Mathematics instruction in Kindergarten through third grade will give all students the opportunity to develop the foundation in the language and basic concepts of math. Concepts and skills will be addressed throughout all grade levels. Each grade level will build on and extend conceptual understanding so that children will approach each new challenge from a firmly established foundation. The school will use the EnVision MATH Common Core which was written specifically for the Common Core State Standards. EnVision MATH Common Core provides in-depth coverage of the Common Core State Standards. EnVision MATH Common Core provides the same strong development of conceptual understanding through daily Problem-based Interactive Learning and step-by-step Visual Learning, bar diagrams, and solid and effective intervention. We will use EnvisionMath Common Core as our core Math curriculum and Language Central for Math program as a supplement for mathematics instruction. Envision Math Common Core presents concepts in carefully sequenced increments, allowing students to be introduced to new concepts in each lesson as well as to practice and review previously introduced concepts. Envision Math Common Core is a math curriculum that is distinguished by the repetitive nature of instruction, known as spiraling. Teachers revisit topics several times, and students practice concepts throughout the year in different lessons. Therefore, teaching mathematical skills in a manner that ensures that students will learn small pieces in an order that makes sense can help ensure that students master those skills over the course of a school year. Several studies confirm the efficiency of the program itself. Envision Math has demonstrated these results on the Stanford Diagnostic, the Metropolitan Achievement Test, and the International Test of Basic Skills.⁸ *Language Central for Math* helps English Language Learners and struggling students develop the academic vocabulary necessary to master math. Oftentimes it's the math vocabulary, not the mathematical concepts, that hinder student mastery. *Language Central for Math* is designed to directly address this issue – and to reinforce the instruction given in the math classroom.

Science: Science instruction at KidSmart will have a strong basis in exploration, and mastery of specific concepts. Using texts and technology-rich visual aides, students will learn both principles directly and deduce them from experimental data. They will receive a strong background in the concepts that scientists have discovered over the years, and they will work as scientists to recreate some of these discoveries.

All students will use the *Interactive Science* Curriculum designed for English Language Learners. The interactive science curriculum allows students to write, draw, graph and self-assess in “write-in” books to record observations. *Interactive Science* also encourages the use of all senses to make observations. A wealth of different types of hands-on activities are found throughout the edition featuring four levels of inquiry:

⁸ See Hansen, E. & Greene, K. (2000) A Recipe For Math: What's Cooking in The Classroom?

Activity Before Content, Directed, Guided and Open-Ended. Students master science concepts with the building blocks of inquiry. This innovative curriculum includes cross curricular units in music, songs about science, coloring pages (K-2) and Readers Theater (K-2).

Interactive Science utilizes interactive, visual, and differentiated learning strategies to address the needs of all learners. Hands-on activities are incorporated for all learners featuring a wide-variety of directed and open ended inquiry labs. The write-in students' edition features engaging visuals that frontload vocabulary and that relate directly to the content serving as important visual cues for English Language Learners.

Social Studies: KidSmart will utilize Pearson's MyWorld Social Studies curriculum. The curriculum is aligned with the Arkansas Curriculum Frameworks and engages students and assists them in making personal connections to historical figures and eras. Students will embark on a journey through time without leaving the classroom. With innovative online resources, project-based activities, and unprecedented support for all learners, all students will go beyond the printed page and actively experience the history of the world in which they live. My World Social Studies utilizes storytelling to bring Social Studies content to life. An interactive digital solution supplements the curriculum, making Social Studies personal for every student.

Fine Arts: Students will be presented with the opportunity to immerse themselves in the excitement of the arts. They will experience the world of music, drama and visual arts. Each student will participate in these three areas of the arts during the week, offering a unique balance of rigorous academic instruction and intensive instruction in the performing and fine arts. All will be taught by arts teachers who continue to be professional practicing artists in the community, allowing students to learn not only the technical aspects of artistic expression, but also what it is like to be a professional practicing artist. Research has shown strong correlations between arts programs and student achievement. Studies show that the integration of arts programs increases student engagement.⁹

Non-Graded Learning Environment

KidSmart students will learn and achieve within a non-graded learning environment. Within a non-graded environment, the achievement of any one student is unrelated to the achievement of that same goal by other students. This concept, referred to as Mastery learning (Anderson; Pavan, 1993) is a form of self-pacing in learning. In Mastery learning, students are expected to master a set of concepts and are allowed to move at their own pace until they demonstrate mastery on the on-going concept or learning unit. If certain students master the material in two days and others in two weeks, they obtain the same goal with a freedom to learn at their own rates.

The Non-Graded or Mastery Learning Approach takes into account that students are not simply fast, medium or slow processors of information; they also have varying levels of energy, assertiveness, sociability and patience. As teachers become proficient at recognizing and designing curriculum tasks that mesh with students' learning and achievement needs, they

⁹ Sylvester, Robert. "Art For The Brain's Sake" Educational Leadership. Volume 56, No. 3. November 1998, Page 32

(teachers) will turn their attention to students' personalities, learning styles and preferences. The Non-graded environment commits to the needs of the individual rather than the grouping. Instruction itself is learner-centered. The teacher in this model will act as a helper and facilitator, one who provides the setting, the materials and the personal counsel necessary for guiding the student as he or she becomes involved in the processes of learning.

We will monitor student progress periodically. Curriculum Director and instructors will compile mastery lists based on Core Curriculum Standards and assessments.

Assessments

Monthly Assessments

KidSmart will collect data on students' learning monthly and evaluate the results in the department and staff meetings that are held weekly. Each teacher and administrator will go through intense training of assessment and instructional tools. Parents will have daily online access to some of the assessment data through "Home Connect." For all other assessments; Parents who do not have access to web, Spanish and English version of the reports –depending on the need- will be sent on Wednesdays via Wednesday mails. Every quarter, teachers will invite parents to parent-teacher conferences to share the test results.

Grade Level	Tests and Assessments	Starting From	Frequency
Kindergarten	STAR Early Literacy	First Week	Monthly
	STAR Reading	Second Quarter	Monthly
	Accelerated Reader	Second Quarter	Monthly
First -Third Grades	STAR Early Literacy	First Week	Monthly
	STAR Reading	First Week	Monthly
	STAR Math	First Week	Monthly
	Accelerated Math Assignments	First Week	Monthly
	Accelerated Reader	Second Week	Monthly
Fourth and Fifth Grade	STAR Reading	First Week	Monthly
	Star Math	First Week	Monthly
	Accelerated Reader	Second Week	Monthly
	Accelerated Math Assignments	Second Week	Monthly

If students struggle in reading assignments and score low on STAR Reading tests, they will take STAR Early Literacy as needed. STAR Early Literacy, STAR Reading and STAR Math tests are

15-20 minute tests that are taken on computers. As soon as the test is over, results are available to teachers and school administrators. Many different reports can be generated online to monitor the implementation processes

KidSmart will also utilize the The Developmental Reading Assessment and its Spanish component Evaluación del Desarrollo de Lectura (EDL2) for assessment. These assessment programs provide teachers with a method for assessing and documenting primary students' development as readers over time. Its purpose is to identify students' reading level, defined as a text on which students meet specific criteria in terms of accuracy, fluency, and comprehension. Additional purposes include identifying students' independent reading strengths and weaknesses, planning for instruction, monitoring reading growth, and, for the grades 3-5, preparing students to meet classroom testing expectations and providing information to teachers, schools, and region regarding reading achievement. The assessments are conducted during one-on-one reading conferences as children read specially selected assessment texts. A set of leveled texts, which increase in difficulty, are used for the assessment. The DRA evaluates the major aspects of reading that are critical to independence as a reader. Audio components of the assessments are available in English and Spanish for students have difficulty reading.

Las Links Language Assessment

The LAS LINKS assessment programs allows teachers to accurately evaluate and report progress of English Language Learners. LAS Links uses realistic illustrations, reading passages set in context, photographs, and culturally relevant test content to engage, challenge, and encourage students throughout the learning process. We will use Las Links Espanol to test the proficiency of students whose native language is English. Test formats include multiple-choice and performance-based questions to address a wide range of language skills. Theme-based tests cover subjects such as mathematics, science and technology, reading/language arts, and social studies to better evaluate student understanding of both academic and social language.

LAS Links:

- Allows educators to measure student growth year over year and between grades
- Measures both social and academic skills for a comprehensive view of language abilities
- Includes measurement of the four NCLB domains—reading, writing, speaking, listening—and comprehension skills

Las Links also has a listening component to assist students who have difficulty reading.

KidSmart will participate in all other mandated statewide assessments.

"Before" and "after" school services will be provided to facilitate working households and single parent homes at the school. The programs will deepen the educational offerings of the day school and extend the learning time for the students in an atmosphere that is both relaxed and supportive. Students will experience situations that are both structured and student driven. The school will offer the following educational settings:

- Language Clubs

- Drama and Arts Involvement
- Individualized instruction, One-on-One Tutoring
- Developmentally appropriate practices
- Parent and community education
- Technology
- Intensive English and oral language development

School Culture and Climate

Students and teachers will be considered as partners in the students' educational program, where there will be mutual respect, support, excellence and achievement. We believe that addressing students' successes and setbacks are equally important for the students' growth. Because thought and expression develop out of experience, learning should nurture a sense of caring for other people and the environment. The following list shows examples of teaching methods that will be utilized by the instructional staff throughout the year to foster school culture:

Cooperative learning will be integral and essential to all learning experiences. Success will be measured at the group level as well as the individual level. Group work and portfolio work will be an essential part of the student achievement that will take place in the program, so it will become a natural part of instructional opportunities as well.

Goal-setting: Teachers will be expected to write long-term and short-term goals for student achievement needs. Educational goals will be evaluated for every activity throughout the day. Goals will be expected to be realistic, reliable, and measurable.

Individualized instruction will be one of the most important instructional strategies of, which will be provided to students all the time they need. It will be accommodated in group settings because of the favorable student/teacher ratio. Each student's education plan will be individualized according to his or her education, emotional, and psychological needs. By using a multi-sensory approach to learning, students will be provided opportunities to learn through auditory, visual, tactile, and kinesthetic activities. Students will be guided through the process of determining which learning style is best suited to their needs.

Participation in Contests: Students will be encouraged to participate in local, statewide, national and international competitions. This keeps the students engaged and excited about learning. Some of these competitions are American Mathematics Contest (AMC) International Science Olympiads, Science Fair, Science Olympiad, History Fair, Geography Bee, Spelling Bee, Quiz Bowl, and Art Exhibitions.

Integration of technology

Technology will be used for (1) student learning through involvement with authentic, challenging tasks; (2) professionalization of teachers; and (3) creation of a culture that supports learning both in the classroom and beyond the school walls. Technology will be used to make learning fun. The Internet will allow students to explore resources, new horizons, and other

people. Computers will be used to individualize education for students. Students will pace themselves through drills, simulations and games. This will be used to enhance regular classroom-taught skills. Technology will also be used as a teaching tool for teachers. Technology training will be provided to teachers through staff development. Teachers will facilitate learning by addressing different learning styles through the use of multimedia instructional aids. Teachers will have access to laptops 24 hours. Parents, students and faculty will be able to benefit from technology use constantly.

Communication through computers will allow parents and faculty to exchange ideas and information instantaneously. Our school will offer an online database which keeps the school community informed of everything from grades to meetings. Parents will be assigned a username and a password to check their children's attendance, homework, grades, conduct, teacher comments and messages from school. The school will offer online drills and homework for all classes. Students will take tests, do drills, at their own pace. The feedback will be sent to the teacher and parent immediately. The school will employ an instructional technologist who will educate the administration and faculty on effective ways of integrating technology into education. This person is responsible for laying out a technology infrastructure plan for technology use across the curriculum.

Awards Program

The student recognition program will be a very important aspect of school life. Students in all grades will be recognized at the end of each semester for accomplishments in attendance, academics, and responsibility. Community Partnerships with local restaurants and retail establishments will be formed to provide awards and incentives to students. The awards will be presented in each class at the end of each semester. At the end of the school year, school will also hold annual Awards Day ceremonies with recognition for year-long accomplishments. Other types of awards will be awarded for each subject due to the teachers' policies. These might be homework passes, gift cards, coupons, trophies, medals etc. However, attendance, academics and responsibility are important components for students and they will be awarded based on the following criteria:

Attendance: School targets to reach the maximum attendance limits. In order to promote the importance of attendance, students who attended over 93% of the semester period will be awarded. Students with 100% attendance rate will receive special awards. This award will help the school improve the level of attendance.

Responsibility: Students accomplished exemplary course projects in science, math, reading etc will be awarded special awards at the end of each semester. The name of the awards will be designed by the school principal's proposal to Board of Directors. The award decision approved by the board will be presented to students of each grade level.

Professional Development

The professional development needed to create the innovative Dual-immersion Education environment will be vital. Professional development will be necessary to educate

all teachers in how to collaborate, develop the design, thinking, understanding, and how to implement these strategies. The curriculum, scope and sequence will be ready before teacher orientation which will be held two weeks before the first day of the school year. All teachers, administrators and staff will participate in a mandatory two-day retreat in order to get to know each other. After this two-day team forming retreat, the teachers will have two-week long orientation program. The School's mission, vision, educational philosophy and approach will be explained by the principal. Teachers will get their laptops, teacher resources, and other materials that they will need throughout the program. Teachers will meet daily with curriculum director. They will have some time to digest the given information, meet informally with each other and administrators, and prepare their rooms. After the first week, they will start to work on lessons based on expectations and strategies explained during the first week of orientation. Teachers will learn their weekly schedule, extra assignments, weekly and monthly meeting times, and calendar during this time as well. KidSmart will require a minimum of 80 professional development hours. In addition to the 80 hours of professional development, ongoing opportunities for professional development happen throughout the school year in the following ways:

- Ongoing professional development activities to enhance the knowledge base of instructional staff, thereby providing additional strategies and classroom activities that add value.
- Regional, state, and national conference and seminars attended by the administrators and staff members will provide additional resources to increase the academic services.
- Retention of qualified staff members will ensure that continuous improvement in the educational plan occurs. As experience increases so will the quality of services.
- On site professional development for both administrators and instructional staff will broaden the knowledge base and add value to the educational services.
- The utilization of technology and the internet will offer unlimited resources for instructional staff.
- Annual evaluations regarding academic progress, parent satisfaction, and teacher satisfaction will provide feedback that will strengthen the educational plan and Individualized professional development plans

7. Measurable Goals

Academic Goal 1: All students will become competent readers, writers, speakers and listeners of English and Spanish.

Objective 1: 80% of KidSmart Bilingual Education Academy students will develop proficiency in critical literacy skills in their native language, as measured by the Developmental Reading Assessment (DRA2) or Evaluación del Desarrollo de Lectura (EDL2), in the areas of accuracy, fluency, and comprehension, by meeting the following end of the year benchmarks:

Grade Level	Minimum Score
Kindergarten	Level 3

First Grade	Level 18
Second Grade	Level 28
Third Grade	Level 38

Objective 2: 80% of KidSmart Bilingual Education Academy students will show proficiency in critical literacy skills in their native language, as measured by STAR assessments, in the areas of accuracy, fluency, and comprehension, by showing improvement on a monthly and quarterly basis.

Objective 3: KidSmart Bilingual Education Academy students will show proficiency in reading skills in English, as measured by the Aggregated Arkansas Benchmark Exams in literacy, by meeting or exceeding prevailing state standards.

Academic Year	Percentage of Students Proficient in Reading
2012-2013	63.00%
2014	72.00%
2015	81.00%
2016	91.00%
2017	100.00%
After 2017	100.00%

Objective 4: KidSmart Bilingual Education Academy students will show proficiency in writing skills in English, as measured by the Aggregated Arkansas Benchmark Exam, meeting or exceeding prevailing state standards.

Academic Year	Percentage of Students Proficient in Writing
2012-2013	63.00%
2014	72.00%
2015	81.00%
2016	91.00%
2017	100.00%

After 2017	100.00%
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Objective 5: 75% of KidSmart Bilingual Education Academy students will develop proficiency in language skills in a second language, as measured by LAS LINKS or LAS LINKS español, in the areas of listening, reading, writing, and speaking, by meeting the following end of the year benchmarks:

Years in the Dual Immersion Program	Language Level
1	Beginning
2	Early Intermediate
3	Intermediate
4	Proficient
5 or more	Or More Above Proficient

Objective 6: 80% of KidSmart Bilingual Education Academy students will show proficiency in critical reading skills, as measured by Curriculum-Based Measurement, by performing with reading grades of 75% or better.

Academic Goal 2: Students will become proficient in mathematics.

Objective 1: KidSmart Bilingual Education Academy students will show proficiency in critical mathematics skills, as measured by the Aggregated Arkansas Benchmark Exam Assessment, by meeting or exceeding prevailing state standards.

Academic Year	Percentage of Student Proficient in Math
2012-2013	56.00%
2014	67.00%
2015	78.00%
2016	89.00%
2017	100.00%
After 2017	100.00%

Objective 3: 80% of KidSmart Bilingual Education Academy School students will show proficiency in critical mathematics skills, as measured by Curriculum-based testing

Academic Goal 3: Students will become Proficient in science.

Objective 1: KidSmart Bilingual Education Academy School students will show proficiency in critical science skills, as measured by the Aggregated Arkansas Benchmark Exam Assessment, by meeting or exceeding prevailing state standards.

Academic year	Percent of students proficient in science
2014	68.00%
2015	78.00%
2016	89.00%
2017	100.00%
After 2017	100.00%

Academic Goal 4: Students will become proficient in social studies and multicultural understanding.

Objective 1: 95% of KidSmart Bilingual Education Charter School students will demonstrate multi-cultural awareness, as measured by portfolio assessment of multi-cultural activities.

Objective 2: 95% of KidSmart Bilingual Education Academy students will participate in Aggregated Arkansas Benchmark Exam and other testing (NCLB requires 95% participation by 2014).

Academic Goal 5: KidSmart Bilingual Education Academy will show a narrowing of the achievement gap.

Objective 1: Aggregated Arkansas Benchmark Exams test scores for KidSmart Bilingual Education Academy School students will show an increase in the passing rate, according to the following annual passing rates.

Academic year	Percent of students proficient in reading	Percent of students proficient in writing	Percent of students proficient in science	Percent of students proficient in mathematics
2012-2013	63.00%	63.00%	56.00%	56.00%
2014	72.00%	72.00%	67.00%	67.00%
2015	81.00%	81.00%	78.00%	78.00%
2016	91.00%	91.00%	89.00%	89.00%

2017	100.00%	100.00%	100.00%	100.00%

Objective 2: Disaggregated test scores by sub-group for KidSmart Bilingual Education Academy School students will show an increase in the passing rate, as measured by the Aggregated Arkansas Benchmark Exam Assessment, according to the following annual passing rates for all sub-groups (racial/ethnic groups, students with disabilities, etc.)

Academic year	Percent of students proficient in reading	Percent of students proficient in writing	Percent of students proficient in mathematics	Percent of students proficient in science
2012-2013	63.00%	63.00%	56.00%	56.00%
2014	72.00%	72.00%	67.00%	67.00%
2015	81.00%	81.00%	78.00%	78.00%
2016	91.00%	91.00%	89.00%	89.00%
2017	100.00%	100.00%	100.00%	100.00%

Academic Goal 7: Students will be prepared to make healthy lifestyle choices.

Objective 1: 80% of KidSmart Bilingual Education Academy School students will be able to choose a balanced meal plan when presented with lunch choices.

Objective 2: 95% of KidSmart Bilingual Education Academy School students will participate in daily physical activity, as measured by physical education participation at school.

Objective 3: 80% of KidSmart Bilingual Education Academy students will be able to make choices based on how their choices affect themselves, their families, and their communities, and their world, based on curriculum-based assessments in the healthy lifestyles curriculum.

B. Measurable non-academic goals and objectives

Non-academic Goal 1: Students will be highly engaged in their learning, as reflected by their attendance.

Objective 1: Overall student attendance will meet or exceed 90%, as measured by daily attendance averages.

Non-academic Goal 2: Parents will participate in planning and implementing programs at KidSmart Bilingual Education Academy.

Objective 1: 90% of KidSmart Bilingual Education Academy parents will volunteer eight hours

annually in school activities and functions, as measured by parent volunteer logs.

Objective 2: 90% of KidSmart Bilingual Education Academy parents will rate the school as “open to parent involvement”, as measured by the parent end-of-the-year survey.

Non-academic Goal 3: The governance structure at KidSmart Bilingual Education Academy will enable a rigorous, holistic, dual-immersion curriculum while ensuring a balanced budget.

Objective 1: The budget at KidSmart Bilingual Education Academy will be balanced and meet the needs of the school programming, as aligned to the school mission, 100% of the time, as measured by the annual budget review.

Objective 2: 90% of KidSmart Bilingual Education Academy teachers will rate the curriculum as appropriate to the school mission, curriculum mapping goals and end of the teacher -surveys.

Non-academic Goal 4: The staff at KidSmart Bilingual Education Academy will use effective pedagogy and guided interventions to ensure that the students are active learners.

Objective 1: 100% of KidSmart Bilingual Education Academy instructional staff will participate in professional development in the area of effective teaching strategies.

Objective 2: 100% of KidSmart Bilingual Education Academy instructional staff will participate in professional development in the area of effective special education strategies and behavioral interventions.

Objective 3: 100% of KidSmart Bilingual Education Academy instructional staff will participate in professional development in the area of English Language Learners and dual immersion instruction.

Objective 4: 95% of KidSmart Bilingual Education Academy teachers will score satisfactory, as measured by the Annual Employee Evaluation Form.

8. Curriculum Alignment Process

KidSmart's curriculum will be aligned with national standards and to the Arkansas Curriculum Frameworks. A sample of the school's Kindergarten curriculum map demonstrating alignment of the mastery objectives with the Arkansas and Common Core Frameworks is provided in Attachment 1C. The curriculum plan will include scope, resources, assessment tools, technology applications, strategies and methods by which the subject matter will be delivered aligning with the content standards, benchmarks and performance standards of the State of Arkansas. We will require curriculum for each content area and grade level that is consistent with the state's Content Standards. All textbooks selected will be aligned to the state curriculum frameworks. Students will demonstrate knowledge of the standards and learning expectations throughout the frameworks daily in each lesson.

The alignment process links grade level mastery objectives to state standards so that as students master specific course objectives, they are mastering state standards. The steps in the alignment process are as follows:

- The KidSmart administration reviews the Arkansas Frameworks, Common Core Curriculum and develops the initial objectives merging the Dual-immersion components. The administration will collaborate to ensure that curriculum reflects

both the content and cognitive demand of the standards.

- Teachers and administrators will communicate to prioritize those standards shown by test scores to be in greatest need
- The instructional program, including day-to-day instruction in every classroom; professional development for the academic staff; the purchase of classroom materials and equipment will be guided towards state and national content standards.

Ongoing professional development and coaching by the Curriculum Director will be used to support teachers in the implementation of the frameworks and education program.

9. Geographical Area Served

KidSmart Bilingual Education Academy is located in Southwest Little Rock, Southwest Little Rock is bordered by Baseline Road, Geyer Springs Road and expands to South University. As an open enrollment charter school we expect most students to come from The Little Rock School District and Pulaski County Special School District. A main highway, Interstate 30, crosses through Southwest Little Rock. As a result, we could potentially draw students from the contiguous school districts, Benton School District and Bryant School District.

10. Plan For Annual Report

KidSmart Bilingual Education Academy will ensure that its program is fully accountable to stakeholders in a variety of ways. However, the primary method of gathering academic data will be through multiple measures that include testing, surveys, and rubrics that apply to specific assignments. The principal is required to submit a Budget Status Report (or Board Report) every month. The Board will review these reports in its regular meetings. The principal and/or the business manager will provide any further explanation or clarification sought by the board members. These monthly reports will enable the board to closely monitor the financial status of each school. In addition, periodic internal audits will be conducted by the financial sub-committee to identify any financial corrections that may be required.

The principal will use data from all of these assessments to prepare an annual report to be released to all parents and interested community members. The report will include test data from the school and will compare each year's efforts and progress to the school's earlier marks. It will also include information on the school's Dual-Immersion program, *Healthy Choices* Curriculum and our work with our partners as well as report on all other key parts of the school, from Board performance to fund raising to teacher and student successes in individual classrooms.

11. Enrollment Criteria and Selection Process

In accordance with federal laws, no student will be denied admission based on race, ethnicity, national origin, gender, disability, aptitude, or athletic ability. The school shall be open to any child who is eligible under the laws of the State of Arkansas for admission to a public school, and the school shall ensure compliance with all applicable anti-discrimination laws governing public schools, including Title VI of the Civil Rights Act and the laws of the State of Arkansas. New students will be admitted each year without regard to prior measures of achievement or

aptitude, athletic ability, disability, handicapped condition, ethnicity, race, creed, gender, national origin, religion, or ancestry.

In the event that more students apply to the school than can be accommodated under the terms of the charter, KidSmart will use a random anonymous student selection method. This method will be a lottery conducted by one or more of the Directors. The names of all students who have submitted applications with parent/guardian signatures shall be written on identical pieces of paper, one name per piece of paper, and shall each be folded in an identical manner. Names for each grade level shall be placed in separate containers. Beginning with the highest grade level, names will be drawn one at a time. If a child's name is drawn, and that child has younger siblings in the lottery, the names of the younger sibling shall be immediately be placed on the enrollment list provided there is space available in the appropriate grade level. This process shall be open for all applicants and community members to witness. As allowed by law, we will also hold no more than ten percent of available seats each year for children of the founders as defined in the Arkansas Department of Education Rules and Regulations Governing Charter Schools.

In year two and thereafter, first preference will be given to returning students, who will automatically be assigned a space within the school. The next preference will be given to siblings of students already enrolled in the school. For definition purposes, "siblings" are two or more children that are related either by 1) birth, by means of the same father or mother, or 2) by legal adoption. Step-siblings will be considered siblings as well.

12. Job Description of School Director and Other Key Personnel

The Role of The Principal

The principal/school's chief operating officers must have understanding and knowledge in the following areas: Organizational Leadership and Culture, Academic Leadership, Operations Management and Community Development. While not requiring administrative certifications (see waivers), the Board of Directors will seek a leader who compliments the vision of KidSmart Bilingual Education Academy. The following points are characteristics of a principal who will be sought after: being a relentless achiever, demonstrating potential for leadership, being self aware, having respect for others, possessing the ability to prioritize, remaining flexible and inspiring others. Principal candidate should be able to operate as chief operating subordinates to the board and consults with the management company in orchestrating program and service delivery to students through teaching and auxiliary staff.

The school principal will be responsible for daily school activities. Within this line of authority, teachers, aids, coordinators, nurse etc. report to principal. Payroll and benefit coordinators report to the business manager. The principal gathers relevant data and evaluates all of his or her personnel. The principal also prepares monthly board reports to be submitted to the Board. There will be a site-based decision committee that reports to the principal. These committees will include teachers, administrators, and other staff.

Minimum Qualifications of Principal

Experience, Knowledge & Skills:

- Official staff evaluation reporting to outside sources
- Experience working in an educational environment
- Strong Management and Organizational Skills
- Collaboration on curriculum and program vision and planning
- Board of Director reporting of mission(s) data analysis and accomplishments
- Turning best practices into high quality, goal-driven results
- Data managements tools, organizational tools, computer skills (Word, Excel, Access, PowerPoint and Outlook)

Curriculum Director

The main focus of the curriculum director is to coordinate the scope and sequence of the curriculum offerings, the selection of instructional materials, textbooks, and supplementary materials, the quality of instruction, and the determination of the assessments to be used in measuring student academic progress.

Essential Qualities for the Curriculum Director

The curriculum director is responsible for professional staff development. They will plan, schedule, and present training to teachers and specialists aligned with district plans, goals, and objectives. The director will be involved in selecting and implementing technology and/or technological advancements to be implemented in the teaching process so that students become proficient using cutting edge technologies for critical thinking and problem solving.

We will seek Curriculum Directors who will make the commitment to lead with determination, integrity and purpose, embodying these essential qualities:

- Informs and facilitates the design and implementation of coherent, integrated professional development based on assessed student and teacher needs.
- Assists teachers in analyzing state and classroom assessment data to inform instruction
- Provides demonstration lessons in curriculum and teaching techniques for classroom teachers
- Facilitates communication about research based instruction practices between teachers and among grade levels
- Demonstrates current instructional technology in the classroom and for data analysis.

Minimum Qualifications of Curriculum Directors

Education: Teaching Experience, Knowledge & Skills:

- Turning best practices into high quality, goal-driven results
- Data managements tools, organizational tools, computer skills (Word, Excel, Access, Power Point and Outlook)

- Development of team curriculum tools. i.e. Power Standards, mapping tools, etc,
- Develop Team vision, goals, supply needs, reports, management of files of tools and charts.

Teachers (Classroom, Special Education and Special Subjects)

KidSmart teachers will work to create and enhance a culture of achievement and respect where high expectations and results are the norm. While the school will not require certification on all teachers (see waivers below), it is the intent of the school to employ teachers with exceptional qualities in training, leadership, experience and teaching ability. All teachers are responsible for demonstrating significant and measurable academic gains, each year, with the students they teach. All teachers' actions must always be aligned with our mission, vision, core values and education program.

Essential Functions for Teachers

Teachers have an important role in setting up an educational foundation. Teachers will provide a variety of materials and instructional techniques to students to keep their young minds observing and learning while also providing the basic rules and guidelines for behavioral and health practices. We will seek teachers who will make the commitment to teach with determination, integrity and purpose, embodying these essential qualities:

- Work performance in school will demonstrate a sense of urgency and the relentless pursuit of high academic student achievement and excellence.
- Reflective, self-awareness and adaptable to communication and work styles of others
- Proactive, Critical thinker and problem solver who takes ownership of student progress

Minimal Qualifications of a Teacher

Experience, Knowledge & Skills,

- Teaching experience within an educational setting preferred

Business Manager

This person is responsible for oversight of the day-to-day operations of the school. The person will gather and input various student and staff data into the Arkansas Public School Computer Network (APSCN). In addition, this person is responsible for testing, analyzing and reporting on the food system, overseeing contracted services and other matters related to the day to day operations of the school. This person must be a creative thinker who is able to problem-solve, multi-task and implement systems. Experience in an academic organization is highly desirable.

Essential Functions

- Implement the KidSmart Procedures Manual by effectively administering all policies and

procedural processes as these relate to the business operations of the school.

- Implement the KidSmart Employee Handbook by effectively administering and providing oversight for all policies and procedural processes.
- Input key school data into student information system, as well as any other Arkansas state required student, staff and financial information system including attendance, lunch programs, and other data as required by school reporting requirements; continuously update and verify accuracy of data. Capture and organize key school data for the creation and completion of all district, state and network reports, as requested.

Minimum Qualifications: Education: Bachelor's degree in an appropriate discipline or equivalent experience.

- Experience, Knowledge & Skills;
- Experience with APSCN or a similar network
- Advanced knowledge of Microsoft Office, especially Excel.
- Familiarity with web-based technologies
- Ability to use Excel and other technologies to manipulate data and data formats
- Must have a strong attention to detail
- Demonstrated experience in critical thinking and creative problem solving in a team- base collaborative work environment
- Ability to work closely with a wide range of people including students, faculty, administrators and support staff who possess a wide variety of skills.
- Ability to fulfill a variety of functions in a team environment without direct supervision.
- Excellent written, verbal and interpersonal communication skills.
- Ability to train end-users on technology systems.
- Desire to work in a mission and goal-driven organization
- Efficiency and ability to work under and meet deadlines

Office Manager

KidSmart office managers offer operational and administrative support. We will seek office managers who will make the commitment to conduct their work with determination, integrity and purpose, embodying these essential qualities:

Essential Functions

- Assist principal with all aspects of student recruitment: marketing materials, answering parent questions, processing applications, lottery organization, working with parents/guardians to complete enrollment information
- Manage financial processing and record keeping for the school, including invoice processing, cash management, bank deposits, procurement, and asset inventory and weekly reporting.
- Collect and update all Human Resources data for the school, including processing new hires, submitting payroll data and changes.
- Maintain all files and records for the school as may be required to ensure accuracy and

confidentiality, as well as efficiency for information collection.

Education: Associate's Degree, Preferably in Education or Business, High School Diploma, Proven track record of successful office management.

Experience, Knowledge & Skills:

- Prior office management and clerical experience in a school environment
- Ability to operate effectively in a busy, open air environment with intermittent interruptions
- Working knowledge of student information systems
- Ability to turn best practices into high quality, goal-driven results
- Highly effective interpersonal skills to provide high quality customer service
- Experience using QuickBooks, web based payroll and HRIS systems,
- Microsoft Office Pro software, and ability to effectively use word processing, spreadsheet, presentation and database applications
- Working knowledge of standard office equipment including, but not limited to: PC, copier, fax machine, telephone, and local network and Internet searches
- Ability to complete thorough and accurate written reports/correspondence
- Excellent prioritization and organization skills; demonstrated decision-making and problem solving skills

Positions Budgeted for 2012-2013

Principal	1
Curriculum Directors	1
Specialist Teachers	1
Special Education Teacher	1
Paraprofessionals	3
Classroom Teachers	13
Nurse	0.5

13. Business Office

The school will employ or contract a full-time Business Manager. The Business Manager will work with the Office Manager on the required budgeting and student information systems. The essential functions of these positions are detailed above in section 12. KidSmart provides a detailed procedure manual that details processes and internal controls for all of the school's business functions including procurement, contracting with 3rd parties, payroll and benefit management. For a list of procedures available and a sample procedure, see Attachment ID.

The required budget worksheet is included as Attachment 4. The budget for 2012-2013 will be reviewed each month by the Board as part of the school's financial report. Going forward, annual budgets will be drafted by the principal, and approved by

the Board of Directors each year at the May Board meeting.

14. Annual Audit

KidSmart will work with the State of Arkansas to arrange for an audit by the Division of Legislative Audit, in compliance with Arkansas Code Title 6, Subtitle 1, Chapter 1, Subchapter 1 (101).

The KidSmart model also includes a programmatic audit. KidSmart will provide a yearly update on school progress, as an additional viewpoint on school development. This evaluation provides feedback to the school, board, parents and the community on the effective implementation of the school design and collects evidence on whether the school is meeting its goals.

15. Reporting Education Data

KidSmart will participate in the Arkansas Public School Computer Network for reporting education data, as required. The school will hire or contract out the position of full-time Business Manager to work with this data network.

16. Facilities

KidSmart will be located at 3516 Baseline Road. The site is currently used as a childcare center.

- The location is easily accessible to the communities to be served.
- The current site has the capacity to accommodate 150 students. We estimate the size of the school to be 3200 square feet. The site includes daycare space, office, a kitchen licensed by the Arkansas Department of Health, six bathrooms equipped with stalls for special needs students, designated staff bathrooms, five classrooms and playground area.
- As a facility currently licensed for childcare, the facility meets required codes for use as a public charter school including ADA requirements, Health Inspection, Fire Inspection, Boiler Inspection. The facility is currently zoned for school/childcare facility by the City of Little Rock Zoning Commission. (Attachment.1E) There are not any alcohol sales or alcohol-related stores within 1000 feet of the facility. The facility is owned and managed by Mark Carter. Please see section 13 for additional information. Mark Carter is not related to Board of Directors, teachers, employers or the chief executive officer in any way. No Board member or employee of the school has any financial interest in the lease.

17. Student Services

A. Guidance Program

We request a waiver of this requirement. Please refer to Section 21 below.

B. Health Services

The school will hire a half-time nurse and will comply with all state laws regarding staffing in

this area. The nurse will manage all distribution of medication, train staff as needed to keep students safe (allergies) and manage student medical information in full compliance with all relevant privacy statutes, and advise the principal in the creation of necessary medical policies. The nurse will also coordinate with local agencies, hospitals, physicians and organizations to ensure that children have access to the best possible care. Based on the individual student's needs, KidSmart will provide access to services which will include but not be limited to

- School-wide vision and hearing screening
- Provision of individual and class-wide counseling services as determined by the Instructors
- Provision of related services such as occupational therapy, physical therapy, and speech therapy as specified in student IEPs.
- Provision of full handicap accessibility in accordance with all Federal and State requirements, etc.

C. Media Center

KidSmart Bilingual Education Academy has formed a partnership with Central Arkansas Library System and Dee Brown Library to provide comprehensive media services to students. In addition, each classroom will contain a library of leveled books that align with the curriculum and the state curriculum frameworks.

D. Transportation

The school will lease two vans for transportation which will be used for transportation to and from the campus and field trips. We will, at all times comply with any requirements for transportation written into student IEPs.

E. Special Education

KidSmart will adhere to all Arkansas and federal requirements regarding Child Find to meet the State's requirements. This will ensure that all potentially disabled children, including those attending private and parochial schools, highly mobile children with disabilities, such as migrant and homeless children, who may be in need of special education and related services will be identified, located and evaluated. Children attending KidSmart who are suspected of being a child with a disability will be evaluated for special education services if needed by the special . Special Education Teacher.

While the school is unable to create a complete strategy for serving our students until they are enrolled and IEPs are collected, we will develop a preliminary plan for meeting the needs of students with disabilities. KidSmart will hire a Special Education Teacher to provide an array of Special Education Services so that children with a wide variety of learning disabilities and different education plans can be placed in a program that works for them.

KidSmart will have in effect policies and procedures to ensure that all children with disabilities enrolled, regardless of the severity of their disability, and who are in need of special education and related services, are identified, located, and evaluated in compliance with IDEA, Section 504 of the Rehabilitation Act of 1973, and Title II of the ADA of 1990 as applicable to LEAs.

KidSmart will ensure that a free appropriate public education (FAPE) is provided to all

individuals with disabilities, ages 3-21(although the school may not serve all students in this range, as a local education agency, it will carry out its responsibilities to locate such students as described in 34 C.F.R. §300.125 and direct them to relevant agencies) .

To the maximum extent allowed by each student's individualized education plan (IEP) and all applicable federal laws, including the Individuals with Disabilities Act (IDEA), KidSmart will educate students with disabilities in the least restrictive environment, with their non-disabled peers. Special classes, separate schooling, or other removal of students with disabilities from the regular educational environment will occur only if the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. To the maximum extent appropriate, students with disabilities will also be expected to participate in, extracurricular and ancillary programs and activities with all other students. Students with disabilities will receive all notices concerning school-sponsored programs, activities and services. To this end, we will use many of the techniques of school-based problem solving. We believe that we can address many learning issues by building in supports for students such as daily reports on student work completion or behavior, homework contracts, and collaboration between instructional staff. Such work will help to align our service delivery by making classroom teachers active participants in determining and providing services to their students, and by allowing teachers to address more individual needs within the context of classroom activities and teaching practices. For the more intensive services such as long-term physical therapy, KidSmart will look to work with third-party contractors to meet the needs listed in IEPs.

F. Alternative Education

KidSmart will make every effort of educate all students who choose our school. We will make the necessary accommodations for students who need support beyond that provided by the general curriculum program. We will seek to meet individual needs with individual plans as needed. This may include modifications such as providing students with an aide, making space available for small groups and offering additional assistance.

G. Gifted and Talented Program

We request a waiver from this requirement. Please see section 20 below.

18. Food Services

The proposed facility houses a full-service, eat-in kitchen, approved by Arkansas State Department of Health. Breakfast, Lunch and snack will be prepared on site. Students will have Milk, fruits, vegetables and meat entrees. We will also provide vegetarian options and supplemental meals for students with dietary restrictions.

19. Parental Involvement

Parental involvement will be recognized as a crucial factor in our schools' success. The KidSmart Bilingual Education Academy will be most appropriate for parental involvement due to its educational program, small size, and individual attention. All communications will be sent to

parents in Spanish and English. Each classroom teacher will mentor a number of students, monitor their progress in each subject matter, and contact their parents regularly. This will be a unique way of increasing parental awareness and involvement with school activities and their children's education. In order to establish more organized parental involvement and help parents enhance their children's learning at home, KidSmart will also initiate a Parent Participation Program which will be composed of a series of parent seminars.

Seminars for Parents will be organized to assist parents in understanding, living with, and educating their children. Through parent seminars, parents will be educated on:

- Increasing understanding of parents to become a more supportive, encouraging and effective parent,
- Increasing awareness to specific factors affecting their school experience; How to monitor academic progress, attitude, and social adjustment, and provide opportunities for teachers to outline for parents appropriate learning strategies to be implemented at home to reinforce classroom learning.
- How to spare time each evening to monitor nightly homework and to provide assistance and encouragement to their child as needed, and as directed by the classroom teacher.
- Encouragement, support, and strategies to be implemented at home to enhance their child's prospects for academic progress.
- Setting high expectations and motivation strategies.

At KidSmart Bilingual Education Academy we believe that involving more parents more often and more productively requires changing the major emphasis from general policies to specific skills, and changing the major target from the general population of students or school staff to the individual child at home as specified above.

In addition to the aforementioned opportunities for families to be involved with the school, parents will have the opportunity to be involved with the board, volunteer in the school and organize school events.

20. Exemptions From Provisions of Title 6

In order to implement the school program fully and effectively, we wish to make full use of our autonomy as a proposed charter school. We will be best able to serve the children and families with the following waivers:

We request a waiver from Title 6, Subtitle 2, Chapter 17, Subchapter 4 (401), or 6-17-401. Teacher's license requirements. This part of the law requires all teachers to be licensed in order to teach and to be paid.

(a) Except as permitted under § 6-17-309 and § 6-17-2601 et seq., no teacher shall be employed in any public school of the state who is not licensed to teach in the State of Arkansas by a license issued by the State Board of Education.

(b) Any person who shall teach in a public school in this state shall only be entitled to

receive any compensation from the school funds for such services if the person has:

(1) A valid license issued by the state board; or

(2) Other documentation from the Office of Professional Licensure of the Department of Education authorizing employment as a teacher under the conditions set forth by the Department of Education in the documentation.

KidSmart requests this waiver because we seek to provide an innovative program. Finding teachers who are passionate about their teaching and fields of expertise who have deep knowledge of how to teach core subjects, and who are excited to do so in a new school is always a challenge. We ask to be allowed to recruit the best teachers, whether they have obtained their experience in a private school or have taken some non-traditional path to the classroom. All of our teachers will need to meet specific hiring standards. However, within those requirements, we want our principal to be able to have the autonomy to hire the best possible teachers, even if some of those candidates' qualifications do not include an Arkansas license.

We request a waiver from Title 6, Subtitle 2, Chapter 17, Subchapter 9 (919)(a)(I)(A), or 6-17-919(a)(I)(A). Warrants void without valid certificate and contract.

Arkansas requires a teacher to be certified and under contract in order for his or her pay warrant to be valid.

(a) All warrants issued in payment of teachers' salaries are void unless: (I) (A) The teacher is licensed in the State of Arkansas ; or

(B) The public school district employing the teacher has other documentation from the Office of Professional Licensure of the Department of Education authorizing employment of the teacher under the conditions set forth by the department in the documentation;

(2) The teacher has been employed by a valid written contract; and

(3) Copies of such contract are on file in the office of the county treasurer or the school district treasurer if the school district has its own treasurer.

Since we have requested a waiver from the requirement that teachers be licensed, we also request a waiver from this requirement so we are able to legally pay our faculty.

We request a waiver from Title 6, Subtitle 2, Chapter 17, Subchapter 24 (2403)(a) or 6-17-24.03(a). Minimum teacher compensation schedule. We request a waiver from the specific salary minimum and salary schedule set by the State of Arkansas. We propose to use a salary schedule that is intended to be competitive in the marketplace and fair to all employees. See Attachment 7 for salary schedule. Using this schedule will ensure that the school is able to pay teachers fairly and also balance its budget. Since, as a charter school, we bear the additional cost of rent and maintenance for a facility, we must be quite conservative in our budgeting.

We request a waiver from the following rules governing standards for accreditation:

7.02.2 Each school district shall provide and publish, in a newspaper with general circulation in the district before November 15 of each school year, a report to the public detailing progress. ••

We intend to provide a great deal of information to our parents and community. However, a report published by November 15 of our first year would only have data based on roughly eight weeks of school. Given the demands of the start-up period and this lack of data, we request permission to publish an annual report in summer 2013 and then publish the required reports referred to in 7.02.2 beginning in our second year of operation.

7.03.1 Each school board, prior to November 15 of each year, shall hold a public meeting, at a time and place convenient for a majority of the school patrons and employees, to review and discuss its annual report detailing progress toward accomplishing its district's program objectives, accreditation standards, and proposals to correct deficiencies.

We request a waiver from this rule because we have requested a waiver from the report to which it refers. Again, we will not have enough data by this time to draw any conclusions. We propose instead to hold a "School Town Hall" meeting at roughly the same time. At this meeting, the principal will share anecdotal reports on the school's progress towards implementing the program as detailed in the charter. We propose to begin holding the specific meeting described in 7.03.1 in our second year.

5.15.03.1 All administrative" teaching, and other personnel shall hold a current, valid Arkansas license as required by law.

We have already requested a waiver from the law which requires teachers to be licensed in Arkansas. We need the flexibility to find the best possible teachers, regardless of the specifics of their licensure status. Our board will have the autonomy to find the ideal principal, and that principal must be able to assemble a top-notch staff without only recruiting from the pool of candidates who are licensed in Arkansas. Spanish Interpreters and Translators, experienced private school teachers, and teachers who are drawn from out of state to our schools' distinctive mission and pedagogy compliment in-state hires, and this mix is part of what helps us offer an excellent program. We ask that we be allowed to hire qualified, talented and dedicated educators even if they are not licensed.

16.02.3 Each school with fewer than three hundred (300) students enrolled shall employ at least a half-time, licensed library media specialist.

We request a waiver from this rule because we will purchase grade level appropriate books for each classroom and we have established a partnership with Dee Brown Library located at 6325 Baseline Road to provide media services.

18.01 Each school district shall develop procedures to identify gifted and talented students in accordance with guidelines established by the Department.

Our educational program design is supportive of this population in several ways. We will gather data and write a simple learning contract that addresses areas of need with specific goals and strategies. Students may receive tutoring or extra coaching, or regular assignments may be enriched to better challenge and engage students. Gifted students may be asked to produce more complex pieces of writing or to present work in a more challenging or individualized way. The classroom teacher will be assigned to track each student's progress and report to parents/guardians frequently. Because the learning contract can call for goals to be established in all subject areas, students who are advanced in one or two areas will not be held back in those subjects because of weaknesses in other areas. Conversely, we will not allow students to focus on their strengths and ignore areas where skill deficits exist. However, we do not have the capacity to hire a specific gifted-and-talented teacher, and we do not plan to develop a full program for these students, given our small size. Thus, we request a waiver from the requirement to follow specific guidelines in providing appropriate levels of challenge to gifted and talented children.

12.02 Grading

Grades assigned to students for performance in a course shall reflect only the extent to which a student has achieved the expressed academic objectives of the course. Grades that are aligned with other educational objectives such as the student learning expectations contained in the curriculum framework may also be given.

We are requesting a waiver from this requirement in order to educate students within a Non-graded learning environment. We believe waiving these grade-oriented regulations lessens pressure on teachers and students and allows the timetable for the academic progress of each unique child to be flexible.

21. Potential Impact on Surrounding Districts

KidSmart Bilingual Education Academy is a proposed public, open -enrollment charter school created to bring excellent educational opportunities to all children. We will adhere to all applicable federal laws and all civil rights laws. We are an open-enrollment school that may draw students from anywhere in the state. At full enrollment, the school will reach 600 students over a nine year period. KidSmart expects to enroll students from Little Rock, Pulaski County Bryant ,Benton, private schools and home schools. At a glance, the impact appears to be small.

Attachments Supporting Narrative Responses

Attachment 1A	Public Hearing Ad Documentation
Attachment 1B	Letters Notifying Superintendents of Potentially Impacted Districts
Attachment 1C	Sample Common Core Curriculum Frameworks Map
Attachment 1D	Required Documentation of Applications Mailed to Potentially Impacted Districts
Attachment 1E	City of Little Rock Zoning Certification
Attachment 1F	Sample Business Procedure Manual
Attachment 1G	Bibliography

Attachment 1A Public Hearing Ad Documentation

Below is a copy of the ad that ran in the Arkansas Democrat Gazette on July 29, August 5 and August 8, 2011.

OPEN ENROLLMENT CHARTER SCHOOL

Now actively recruiting a diverse student population for KidSmart Academy, an open enrollment charter school serving students in grades Kindergarten through Third within the Little Rock, North Little Rock and Pulaski County School Districts. There will be a public interest meeting Monday, August 15, 2011 at 6:00 p.m., Dee Brown Library, 6325 Baseline Road, Little Rock, Arkansas 72209. For more information, please contact T. Pettus at (501) 612-0864

The next page shows the invoice and run dates and the section of the paper the ad ran in.

Arkansas Democrat Gazette

Arkansas' *Gazette* Newspaper

ARKANSAS DEMOCRAT-GAZETTE, INC.
 BUSINESS OFFICE - RETAIL DISPLAY
 P.O. Box 2221
 LITTLE ROCK, AR 72203

ADVERTISING DEPT: Retail

KIDSMART ACADEMY
 P.O. BOX 195111
 LITTLE ROCK, AR 72219

ACCOUNT NUMBER: 1686450

Publ Ad #	Date	Description	Size UM	Unit Rate	Amount
AD 1517141	07/29/11		8.00 in	62.140	497.12
AD 1517141	07/29/11			15.000-	74.57-
AD 1518606	08/05/11		8.00 in	62.140	497.12
AD 1518606	08/05/11			15.000-	74.57-
AD 1519118	08/08/11		8.00 in	62.140	497.12
AD 1519118	08/08/11			15.000-	74.57-

TOTAL PRE BILL CHARGES: 1,267.65

Payment	08/05/11	Ck-# 2			422.55-
Payment	08/08/11	Ck-# 2			422.55-
Credit Memo	08/11/11	FROM C5231840			422.55-

PRE BILL TOTAL: 0.00

Attachment 1B

Letter Notifying Superintendents of Potentially Impacted Districts

This is a sample of the letter that was sent to the superintendents of all school districts from which KidSmart Bilingual Education Academy could draw students including Little Rock School District, Pulaski County Special School District, Benton School District and Bryant School District.

KidSmart Academy

August 4, 2011

Dr. Morris Holmes, Superintendent
Little Rock School District
LRSD Administration Building:
810 W. Markham St.
Little Rock, AR 72201

RECEIVED
AUG 04 2011
SUPERINTENDENT'S OFFICE

Dear Dr. Holmes;

This letter is to inform you that KidSmart Academy will be holding a public hearing to discuss our plans to submit an application to the State Board of Education to open a public charter school in Little Rock, Arkansas.

The hearing will take place on Monday, August 15, 2011 at 6:00 p.m. at the Dee Brown Library, 6325 Baseline Road, Little Rock, Arkansas 72209. All are welcome to join us and learn more about the proposed school.

Best Regards,


Terrilyn Pettus, Program Coordinator
Box 195111
Little Rock, AR 72209
501.612.0864

A copy of the attachment above was hand-delivered to Little Rock School District.

Shown Below are the Certified Mail Receipts submitted as proof the notification letters were sent to Pulaski County Special School District, Benton School District and Bryant School District within seven days of the Public Hearing scheduled for August 15, 2011.

7006 1300 0001 2937 1871

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com.

OFFICIAL USE
 BENTON AR 72015

Postage	\$ 0.44	0013
Certified Fee	\$2.85	27 Postmark Here
Return Receipt Fee (Endorsement Required)	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 3.29	08/04/2011

Sent To: Benton Schools / Dr. Dan Jackson
 Street, Apt. No. or PO Box No.: 500 River Street
 City, State, ZIP+4: Benton, AR 72015

PS Form 3800, August 2006 See Reverse for Instructions

7006 1300 0001 2937 1874

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com.

OFFICIAL USE
 BRYANT AR 72022

Postage	\$ 0.44	0013
Certified Fee	\$2.85	27 Postmark Here
Return Receipt Fee (Endorsement Required)	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 3.29	08/04/2011

Sent To: Bryant School / Dr. Randy
 Street, Apt. No. or PO Box No.: 200 Northwest Front
 City, State, ZIP+4: Bryant, AR 72022

PS Form 3800, August 2006 See Reverse for Instructions

7006 1300 0001 2937 1888

U.S. Postal Service™
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For delivery information visit our website at www.usps.com.

OFFICIAL USE
 LITTLE ROCK AR 72206

Postage	\$ 0.44	0013
Certified Fee	\$2.85	27 Postmark Here
Return Receipt Fee (Endorsement Required)	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 3.29	08/04/2011

Sent To: PSSD / Dr. Jerry
 Street, Apt. No. or PO Box No.: 425 E. Dixon
 City, State, ZIP+4: Little Rock, AR 72204

PS Form 3800, August 2006 See Reverse for Instructions

Attachment 1C Common Core Curriculum Map

Kindergarten KidSmart Bilingual Education Academy 2012-2013

Standards	Objectives	Materials/Resources	Essential Vocabulary
<p><u>CC.K.R.F.1</u> <i>Print concepts:</i> Demonstrate understanding of the organization and basic features of print. <i>*Will be taught with CC.K.R.F.1.b; CC.K.R.F.1.d</i></p>	<p>*Students will demonstrate an understanding of the basic features of print.</p>	<ul style="list-style-type: none"> • name chart, magnetic letters <ul style="list-style-type: none"> • Reading Foundational Skills Reference pg. 1 • <i>Reading Street for Kindergarten</i> 	<p>print</p>
<p><u>CC.K.R.F.1.b</u> <i>Print Concepts:</i> Recognize that spoken words are represented in written language by specific sequences of letters. (A)</p>	<p>* Students will recognize that letters in a specific order make a word.</p>	<ul style="list-style-type: none"> • http://www.readwritethink.org/classroom-resources/lesson-plans/growing-readers-writers-with-83.html?tab=1#tabs • Reading Street for Kindergarten <ul style="list-style-type: none"> • <i>Calle De La Lectura</i> • Reading Foundations: A Pacing Guide for Reading Instruction (Kindergarten, Units1-3) 	<p>recognize specific</p>
<p><u>CC.K.R.F.1.d</u> <i>Print Concepts:</i> Recognize and name all upper- and lowercase letters of the alphabet. (O) (A)</p>	<p>Students will recognize and name at least 13 upper and lowercase letters of the alphabet.</p>	<ul style="list-style-type: none"> • Phonetic Connections Red Folder Lessons: 1-50 • <i>Reading Street</i> (Kindergarten, Units 1-3) 	<p>recognize uppercase lowercase</p>
Standards	Objective(s)	Materials/	Essential Vocabulary

		Resources	
<p><u>CC.K.R.F.2</u> <i>Phonological Awareness:</i> Demonstrate understanding of spoken words, syllables, and sounds (phonemes).</p>	<p>*Students will demonstrate an understanding of spoken words. *Students will demonstrate an understanding of syllables. *Students will demonstrate an understanding of sounds.</p>	<ul style="list-style-type: none"> • Phonetic Connections, phonics games • <i>Reading Street for Kindergarten</i> <ul style="list-style-type: none"> • Reading Foundations: A Pacing Guide for Reading Instruction (Kindergarten, Units 1-3) 	demonstrate syllables phonemes
<p><u>CC.K.R.F.2.a</u> <i>Phonological Awareness:</i> Recognize and produce rhyming words. (A)</p>	<p>*Student will recognize and produce rhyming words.</p>	<ul style="list-style-type: none"> • http://www.readwritethink.org/classroom-resources/lesson-plans/generating-rhymes-developing-phonemic-121.html?tab=1#tabs • Recognize rhyming words: Red Folder Lessons: 1-11, 13, 15, 16, 21, 24, 27, 34, 38; Purple: Units: 1-16; Produce rhyming words: 25, 26, 31, 32, 33, 36, 41, and 46; Purple: Units: 7-16 • <i>Reading Street for Kindergarten</i> 	recognize rhyming produce
<p><u>CC.K.R.F.3.c</u> <i>Phonics and Word Recognition:</i> Read common high-frequency words by sight (e.g., the, of, to, you, she, my, is, are, do does). (O) (A)</p>	<p>*Student will read high-frequency words by sight. (4 or more)</p>	<ul style="list-style-type: none"> • <i>High-Frequency Word List</i> <ul style="list-style-type: none"> • Phonetic Connections Purple Units: 6-22 and 25: Days 1, 2, 3, 4, and 5: Sight Words section • <i>Reading Street</i> 	high-frequency words
<p><u>CC.K.R.I.4</u></p>	<p>*Students will ask</p>	<ul style="list-style-type: none"> • real aloud texts, 	text

<i>Craft and Structure:</i> With prompting and support, ask and answer questions about unknown words in a text.	questions about unknown words in a text. * Students will answer questions about unknown words in a text.	shared reading texts	
<u>CC.K.R.I.5</u> <i>Craft and Structure:</i> Identify the front cover, back cover, and title page of a book. (A)	*Students will identify the front cover of a book. *Students will identify the back cover of a book. *Students will identify the title page of a book.	• read aloud texts, shared reading texts, library books	identify title page
<u>CC.K.R.I.6</u> <i>Craft and Structure:</i> Name the author and illustrator of a text and define the role of each in presenting the ideas or information in a text.	*Students will name the author of a text. *Students will define the role of the author. *Students will name the illustrator of a text. *Students will define the role of the illustrator.	• read aloud texts, shared reading texts, library books	author text role illustrator
<u>CC.K.SL.1</u> <i>Comprehension and Collaboration:</i> Participate in collaborative conversations with diverse partners about kindergarten topics and texts with peers and adults in small and larger groups. (O: taught in Unit 2)	*Students will participate in conversations with peers and adults.	• role-play games, asking and answering questions about text, story starters	participate conversations

<u>CC.K.SL.1.a</u> <i>Comprehension and</i>	*Students will follow procedures for	• co-constructed class	procedures discussions
---	--------------------------------------	------------------------	------------------------

<p><i>Collaboration:</i> Follow agreed-upon rules for discussions (e.g., listening to others and taking turns speaking about the topics and texts under discussion).</p>	<p>discussions.</p>	<p>charts</p>	
<p>CC.K.L.1.a <i>Conventions of Standard English:</i> Print many upper- and lowercase letters. (O) (A)</p>	<p>*Students will print uppercase letters. *Students will print lowercase letters. (13 or more)</p>	<p>• Phonetic Connections Red Folder Lessons 1-50: Letter name Identification/</p>	<p>uppercase lowercase</p>
<p>CC.K.L.5 <i>Vocabulary Acquisition and Use:</i> With guidance and support from adults, explore word relationships and nuances in word meanings</p>	<p>*Students will show comprehend word relationships differences in word meanings.</p>	<p>Phonetic Connections, word sorts, phonics game</p>	<p>explore relationships nuances</p>
<p>CC.K.L.5.a <i>Vocabulary Acquisition and Use:</i> Sort common objects into categories (e.g., shapes, foods) to gain a sense of the concepts the categories represent.</p>	<p>*Students will sort common objects into categories.</p>	<p>• http://artsedge.kennedy-center.org/content/3803/</p>	<p>sort categories</p>
<p>CC.K.L.5.b <i>Vocabulary Acquisition and Use:</i> Demonstrate understanding of frequently occurring verbs and adjectives by relating them to their opposites</p>	<p>*Students will demonstrate an understanding of common verbs. *Students will relate common verbs to their opposites. *Students will</p>	<p>• Phonetic Connections, word study games, word files (using verbs, adjectives, opposites)</p>	<p>demonstrate verbs opposites adjectives (antonyms)</p>

<p>(antonyms).</p>	<p>demonstrate an understanding of common adjectives. *Students will relate common adjectives to their opposites. (antonyms)</p>		
<p><u>CC.K.L.5.c</u> <i>Vocabulary Acquisition and Use:</i> Identify real-life connections between words and their use (e.g., note places at school that are colorful).</p>	<p>*Students will identify real-life connections between words and their use.</p>	<ul style="list-style-type: none"> • read aloud texts, shared reading texts, poems, sentence frames 	<p>identify connections real-life</p>
<p><u>CC.K.W.1</u> <i>Text Types and Purposes:</i> Use a combination of drawing, dictating, and writing to compose opinion pieces in which they tell a reader the topic or the name of the book they are writing about and state an opinion or preference about the topic or book (e.g., My favorite book is...) (A)</p>	<p>*Students will express opinions about a topic or a book through drawing, dictating, and writing. *Students will state opinions about a topic or a book.</p>	<p>The student identifies a key event in their life. Students then draw and write about the event. Their stories are shared aloud and then placed in a class book with a chapter for each child.</p>	<p>opinion topic dictating state</p>

Attachment 1D

KidSmart Academy

August 29, 2011

This letter is to inform you that KidSmart Bilingual Education Academy is forwarding a copy of the 2011 Charter School Application to your attention as outlined in the 2011 Charter School Application.



Terrilyn Pettus, Program Coordinator

Box 195111

Little Rock, AR 72209

501.612.0864

**3516 Baseline Road Box 195111 Little Rock, AR 72209 501.612.0864 501.562.0968
Building Minds, Building Futures**

Certified Mail Receipts Showing Applications mailed to Impacted Superintendents Before August 31, 2011.

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OFFICIAL USE

Postage	\$ 3.28	0027 Postmark Here AUG 30 2011 LITTLE ROCK, AR 72201
Certified Fee	\$2.85	
Return Receipt Fee (Endorsement Required)	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 6.13	

Sent To: Bryant School
 Street, Apt. No., or PO Box No. 200 North West Fourth
 City, State, ZIP+4 Bryant AR 72022

PS Form 3800, August 2006 See Reverse for Instructions

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Return Receipt Fee (Endorsement Required)	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 6.13	

Sent To: Dr. Mauris Holmer / URSD
 Street, Apt. No., or PO Box No. 810 W. Markham
 City, State, ZIP+4 LR, AR 72201

PS Form 3800, August 2006 See Reverse for Instructions

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Certified Fee	\$2.85	
Return Receipt Fee (Endorsement Required)	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 6.13	

Sent To: Bryant School / Dr. Don Jordan
 Street, Apt. No., or PO Box No. 500 River Street
 City, State, ZIP+4 Bryant, AR 72015

PS Form 3800, August 2006 See Reverse for Instructions

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Postage	\$ 3.28	0027 Postmark Here AUG 30 2011 LITTLE ROCK, AR 72201
Certified Fee	\$2.85	
Return Receipt Fee (Endorsement Required)	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 6.13	

Sent To: POSSD / Dr. Jerry Guess
 Street, Apt. No., or PO Box No. 925 East Dixon
 City, State, ZIP+4 Little Rock, AR 72204

PS Form 3800, August 2006 See Reverse for Instructions



City of Little Rock

Department of Planning and Development

723 West Markham Street
Little Rock, Arkansas 72201-1334
Phone: (501) 371-4790 Fax: (501) 399-3435 or 371-6863

**Planning
Zoning and
Subdivision**

**DAY CARE CENTER / DAY CARE FAMILY HOME
CERTIFICATION**

PROPERTY ADDRESS: 3516 BASELINE ROAD

NAME OF DAY CARE: KIDS SMART

TYPE OF DAY CARE: CHILD CARE

This is to certify that the Zoning Classification on the above described property is: RCD Day Care is Approve Use

PROPERTY IS ZONED PROPERLY FOR TYPE OF DAY CARE USE: YES / NO

REZONING REQUIRED: YES / NO

CONDITIONAL USE PERMIT REQUIRED: YES / NO
(11 or more children)

CONDITIONAL USE PERMIT OBTAINED: YES / NO

SPECIAL USE PERMIT (Nontransferable) REQUIRED: YES / NO
(6 to 10 children)

SPECIAL USE PERMIT (Nontransferable) OBTAINED: YES / NO

SPECIAL USE PERMIT ISSUED TO: _____

A CITY PRIVILEGE LICENSE IS REQUIRED FOR CARE GIVER OF 5 OR LESS CHILDREN.

CITY PRIVILEGE LICENSE OBTAINED: YES / NO

COMMENTS: _____

Debra M

Attachment 1F

Procedure Manual Contents and Sample Procedure

Table of Contents

Accounting Procedures

Section 1	Requisitions & purchase orders
Section 2	Procurement of goods and contracted services
Section 3	Receiving and returning goods
Section 4	Invoice processing payment
Section 5	Employee reimbursements
Section 6	Check request form
Section 7	Cash collections
Section 8	Deposits
Section 9	Food program-determine eligibility
Section 10	Food program-operations
Section 11	Grants and grant reporting
Section 12	Grant reimbursements
Section 13	Inventory and depreciable fixed assets
Section 13a	Inventory Major Up fit
Section 13b	Inventory End of Year Validation
Section 13c	Textbooks inventory and distribution
Section 13d	Textbook refill orders
Section 14a	Banking board accounts
Section 14b	Banking operations account
Section 14c	Banking payroll account
Section 14d	Banking imprest account
Section 14e	Banking student activity account
Section 15	Monthly closing
Section 16	Preparation of monthly cash flow report
Section 17	Budget process
Section 18	Year end school audit
Section 19	Student Activities (2)

General Office Procedures

Section 1.	Customer service
Section 2	Office mail
Section 3	Ordering school office supplies
Section 4	Server file backup
Section 5	Key storage
Section 6	Paper file management.
Section 7	Electronic file management
Section 8	School travel
Section 9	Conference calls

Section 10 Procedure revisions

Human Resources Procedures

Section 1	Staff recruitment
Section 2	Offer letters
Section 3	New hire documentation
Section 4	Form I9
Section 5	Teacher permits
Section 6	Background checks
Section 7	Unfavorable background checks
Section 8	Benefits enrollment
Section 9	LOA and insurance premium
Section 10	Information changes
Section 11	Employee reviews
Section 12	Employment posters
Section 13	Payroll and timesheets
Section 14	Employee due process
Section 15	Employee termination
Section 16	Equipment off site
Section 17	Compliance with FERPA
Section 18	Compliance with FOIA
Section 19	Request for reasonable accommodations
Section 20	Substitute procedure

Student Procedures

Section 1	Student enrollment
Section 2	Student attendance
Section 5	Student injury and misconduct
Section 6	Student withdrawal

SAMPLE PROCEDURE FOR PROCUREMENT of GOODS and CONTRACTED SERVICES

1. Purchase Orders, Procurement, Contracted Services

Purpose: Procedures used in obtaining best price and quality of goods to be purchased. Depending on the cost, obtaining quotes or a formal bid process may be implemented with the assistance of the Director of Finance & Procurement. A procedure for preparing and approving contracts for services is described.

Functional Lead: Office Manager/Business Manager

Notes: Procurement rules for textbooks vary by State. Purchasing of additional copies of an existing textbook does require quotes/bids. Purchasing a new textbook series must follow the procurement process below .

Capital Improvement Projects in Arkansas over \$20,000 additional requirements.

II. Related Policies and Procedures:
Purchase Requisitions and Orders

Procedures For Procurement Of Goods And Contracted Services

The Office Manager will oversee procurement of goods and services as outlined below. When the value of the purchase is estimated to be under \$5,000:

- The quantity sought must be determined.
- The quality sought must be described.
- More than one quotation should be obtained when possible to ensure best price.
- A firm price must be obtained.
- Obtain estimate of shipping prices.

The requisition process must be followed once the vendor is selected.

When the value of the purchase is estimated to be above \$5,000 the Principal and Business Manager will present the purchase to the appropriate governing committee for consideration. (See section 3, Finance Committee). The following procedures will be adhered to by the finance committee when the value of purchases are estimated to be \$5000 or above.

- The Business Manager develops a written statement of quantity, quality, delivery, terms of payment, and insurance requirements, if applicable.
- Sends the description to three (3) vendors.
- Requests a firm bid in writing agreeing to provide supply/services at the price and terms specified. The bid may be lump sum, hourly, or daily. The vendor must specify in writing any additional costs/expenses.
- Obtain three (3) written quotations and send to the Finance Committee for review. The committee will select the lowest or best price and attach quotes to requisitions.

For amounts exceeding \$25,000 an open bid process must be followed:

- The request for bids must be advertized in a least one paper one time. Note: In Arkansas the notice must be in a paper having state wide circulation.
- The Principal must verify funding source prior to ordering item(s) in excess of \$25,000
- The Finance Committee must be notified of textbook costs prior to order submission

After selecting the vendor, the Office or Business Manager will proceed with issuance of purchase order.

Procedure for Contracted Services

Services shall follow the same procedures described under above "Procurement" section. The Office/Business Manager will draft agreement, using consulting agreement template. The template shall include:

- Consultant's name and full address

4 Sample Business Procedure Manual for KidSmart

- Consultant 's project or responsibilities in full detail
- Compensation to be paid to Consultant - based on hours/project
- Expenses to be reimbursed to Consultant, if any
- Maximum amount to be paid to Consultant
- End date of Consultant's work
- Follow Purchase Order Procedure
- Have the agreement signed by the Principal and the Consultant.

Office/Business Manager The signed consulting agreement should be filed in a consulting file at the school. A copy of the agreement should then be sent to the staff accountant along with a Form W-9, as required by the IRS.

4. **Staff Accountant** Once the agreement is received by the accountant and all necessary paperwork is received from the consultant/contractor, invoices for services will be processed as an account payable.

5. **Principal:** Approved invoices will be submitted in the same manner as a packing slip (See Receiving Goods procedure.) The Consulting Agreement should be used where applicable. The scope of work from the consulting agreement can be used as the receiving ticket. (Note: Some are subject to procurement procedures in some states.) When issuing a Consulting Agreement make sure W -9 tax form accompanies the consulting agreement.

Attachment 1G

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Required Attachments

Attachment 2 School Calendar and Daily Schedule

Attachment 3: Facility Use Agreement and Draft Lease Agreement

Attachment 4: Proposed Budget (Using Template as provided)

Attachment 5: Proposed Salary Schedule for Administrative and Teaching Positions

Attachment 6: Evidence of Status as Eligible Entity

Attachment 7: Evidence of Parental and Community Support

Attachment 8: Signed Statement of Assurances Form

KidSmart Bilingual Education Academy Proposed General Schedule 2012-2013 Attachment 2

Time	Monday	Tuesday	Wednesday	Thursday	Friday
6:30 a.m.-7:30 a.m.	Breakfast Before School Activities				
<i>7:30 a.m.-8:00 a.m. Daily Review, Pledge of Allegiance, Computer Labs</i>					
8:05 a.m.-9:00 a.m.	Reading. Language Arts Groups Spanish Immersion				
9:00 a.m.-10:00a.m.	Math	Math	Math	Math	Math
10:00 a.m.-10:45 a.m.	Spelling	Grammar	Spelling	Grammar	Spelling and Reading Tests
11:00 a.m.- 11:30 a.m.	Lunch	Lunch	Lunch	Lunch	Lunch
11:30 a.m.- 12:15 p.m.	<i>Healthy Choices</i>	Physical Education	<i>Healthy Choices</i>	Physical Education	<i>Healthy Choices</i>
12:00 p.m.-1:00 p.m.	Science	Social Studies	Science	Social Studies	Science
1:00 p.m.-2:00 p.m.	Music	Computers	Music	Computers	Art
2:00 p.m.-2:15 p.m.	Snack	Snack	Snack	Snack	Snack
2:15 p.m.- 3:00 p.m.	Spanish Immersion Literacy	Spanish Immersion Literacy	Spanish Immersion Literacy	Spanish Immersion Literacy	Spanish Immersion Literacy
3:00 p.m.-4:00 p.m.	Handwriting/ Journal	Read Aloud// Vocabulary	Library	Handwriting/ Journal	Read Aloud/ Creative Writing
4:00 p.m.-5:00 p.m.	After School Tutoring	Drama, Arts, Language Clubs	After School Tutoring	Drama, Arts, Language Clubs	After School Tutoring

2012-2013

Kidsmart SCHOOL YEAR CALENDAR

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Legend	
	Holidays
	Professional Development
	Intersession

Attachment 3

OPEN-ENROLLMENT PUBLIC CHARTER SCHOOL
FACILITIES UTILIZATION AGREEMENT AND LEASE AGREEMENT

Lessor (Owner): Mark Carter

Lessee (Tenant): KidSmart Educational Services

Any information regarding affiliation, family ties, or other relationships between the Lessor (Owner) and Lessee (Tenant) must be disclosed with the facilities lease agreement.

Describe the present use of the facility and use for prior three (3) years:

Childcare/Tutorial Services]

Premises: 3516 Baseline Road
Little Rock, AR 72209

3200
square footage

Terms of Lease: 12 months, renewable annually

Rental Amount: \$2000/month

Contingency: The terms of this agreement are contingent upon KidSmart Educational Services (sponsoring entity) receiving a charter to operate an open-enrollment public charter school from the State Board of Education by August of 2011.

Statutory Language Concerning No Indebtedness: 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.

Lessee: KidSmart Educational Services

Lessor: Mark Carter

By [Signature] KidSmart
Date 8/29/2011

By [Signature]
Date 8/29/2011

LEASE AGREEMENT

This Agreement, made this 29th day of August, between Mark Carter, whose address is 3510 Baseline Road (the Lessor) and KidSmart Educational Services, whose address is 3516 Baseline Road, Little Rock, Arkansas 72209 (the Lessee) Witnesseth:

1. **Leased Premises.** For and in consideration of the rents, covenants and agreements herein entered into and agreed upon by the Lessee as obligations to the Lessor, the Lessor lets, leases and demises unto Lessee, subject to the terms and conditions contained herein, the following described property situated in Pulaski County, Arkansas:

Commercial Property zoned for school, childcare,
educational use at 3516 Baseline Road

To have and to hold the premises unto the Lessee for and during the term herein stated, subject to the covenants, terms, conditions and liens herein contained.

2. **Term.** This lease shall commence on January 5, 2011, and shall extend for a term of 12 months[years] [months], ending at midnight on January 5, 2012. [Note: If the lease is a periodic tenancy, rather than an estate for years, these provisions will have to be altered accordingly.]

3. **Rent.** Lessee agrees to pay to Lessor as rental for the full term of this lease the sum of \$2000, payable in 12 equal [monthly] installments of \$ 2000 each, to be paid in advance on the first day of February, and on the first day of each and every [month] thereafter during the term of this lease.

4. **Signs.** Lessee shall not erect or install any exterior signs or advertising of any kind without the written consent of Lessor having first been obtained. Lessee agrees not to utilize any form of advertising that may or shall be deemed objectionable to Lessor or to the general public, including but not limited to loudspeakers, phonograph or related electronic equipment, radios, or similar devices which will be operated in such a manner as to project sound outside of the leased premises.

5. **Lessor's Repairs.** Lessor shall maintain the exterior walls, doors and roof of the structure[s] upon the leased premises in a reasonable state of repair [and shall make such repairs to the surface of the parking area] as may be required to keep and maintain the same in a good and tenantable condition. If Lessee is deprived of the use of [a substantial portion] [more than 10 percent] of the leased premises during the making of any such repairs by the Lessor, the rent shall be abated or proportionately reduced according to the extent to which Lessee is deprived of such use.

6. **Lessee's Repairs.** Lessee shall keep the interior of the building, including interior walls and doors, wiring, plumbing, and window and door glass, in good repair, and shall maintain the heating and air conditioning equipment, all at Lessee's expense. Lessee agrees to

materials furnished. Lessee shall, at the termination, surrender or forfeiture of this lease, return the premises with the interior, including all of the above items, in as good and satisfactory condition as the same was at the beginning of the lease, normal wear and tear excepted.

7. Taxes. [Lessor] [Lessee] shall pay any and all ad valorem taxes and special improvement district taxes levied and assessed against the premises and the improvements located thereon during the term of this lease. Such taxes and assessments shall be pro-rated for any fractional calendar year.

8. Use. Lessee agrees to use the leased premises for the purpose of operating for educational purposes and for no other purpose or purposes without the written consent of Lessor and the Arkansas State Board of Education having been obtained in advance.

9. Payment of Rent and Notices. The rent payable hereunder shall be paid to Lessor at 3510 Baseline Road. Any notice provided for herein shall be given by certified mail with postage prepaid, addressed, if to Lessor, at the address to which the rent is then paid, and if to Lessee, at 3516 Baseline Road. The person and the place to which notices are to be mailed may be changed by either party by notice to the other party.

10. Assignment. Lessee shall not assign this lease or sublet the leased premises without prior written consent of the Lessor and the Arkansas State Board of Education. Any such assignment or subletting shall in no way relieve Lessee from liability for the obligation imposed by this lease. Lessee may only be released from liability by a specific written release executed by Lessor.

11. Lessee's Default. If Lessee shall be in default as to the payment of rent for a period of [thirty (30) days], or as to any other covenant herein provided for more than [thirty (30) days] after receipt of notice from Lessor specifying such default, or if any petition be filed in bankruptcy, including petitions for arrangements and reorganizations, by or against Lessee and such petition be not dismissed within [thirty (30) days] after its filing, or if a receiver or trustee be appointed for Lessee by reason of Lessee's insolvency or inability to pay its creditors, Lessor shall have the right, without limitation upon any other rights which may be given Lessor by law or by any other provision of this lease agreement, to re-enter the leased premises and relet the same as agent for Lessee upon the best terms and conditions reasonably obtainable, and Lessee shall be liable to the Lessor for the difference, if any, between the rent so obtained and the minimum rent stipulated to be paid in this lease. Lessee agrees that in such event [he, it] will vacate the leased premises without further notice, and if it becomes necessary to bring any legal action to recover possession, Lessee agrees to pay a reasonable fee for the attorney of Lessor in such action.

12. Non-Waiver. It is agreed that the failure of Lessor to invoke any of the available remedies under this lease or under law in the event of one or more breaches or defaults by Lessee under the lease shall not be construed as a waiver of such provisions and conditions and shall not prevent Lessor from invoking such remedies in the event of any future breach or default.

13. Holdover. Lessee hereby agrees that upon the termination of this lease by expiration or by earlier termination for any reason whatsoever, Lessee will peaceably deliver possession of the leased premises to Lessor. In the event Lessee shall be permitted by Lessor to hold

over after the expiration or termination of this lease, or any extension thereof, such holding over (in the absence of any written agreement to the contrary) shall be construed as a tenancy from calendar month to calendar month at a monthly rental equal to the rental for the last month paid under this lease. A month-to-month tenancy arising by Lessee's holding over under this paragraph may be terminated by written notice from either party to the other party on or before the day on which any monthly rent is due with termination not becoming effective until the day on which the next following monthly rental would have otherwise become due. In the event it should become necessary for Lessor to institute any action at law to recover possession at the time of termination, whenever and however termination may occur, Lessee agrees that it will pay all costs and expenses of such action, including reasonable attorneys' fees.

14. Casualty. If at any time the leased premises, [or the building which forms the principal component of the leased premises,] should be damaged by fire, or other major casualty not the fault of Lessee, and the cost of repairing the damage does not exceed twenty percent (20%) of the value of the improvements of the premises herein leased, [or the building which forms the principal component part of the leased premises,] then Lessor shall as soon as reasonably practicable repair the damage caused by fire or other casualty. If, however, the damage should exceed twenty percent (20%) of the value of the improvements of the premises herein leased, [or the building which forms the principal component part of the leased premises,] then Lessor shall have the option of either repairing the premises as set out above or terminating this lease as of the date of fire or other casualty by notice to Lessee within thirty (30) days after such date. If the damage should render the leased premises untenable for the use of the Lessee's business as set forth herein, the rental from the date of fire, or other major casualty not the fault of Lessee, to the date of the completion of the restoration of the premises shall be abated, such abatement being figured on a pro rata basis of the rentals, herein provided.

15. Condemnation. In the event all of the leased premises or such part thereof as renders the leased premises unsuitable for use in the activity or business of the Lessee, shall be acquired or taken by eminent domain for any public or quasipublic purpose, then the term of this lease shall cease and terminate as of the date of taking.

In the event that a partial taking does not render the leased premises unsuitable for use in the activity or business of the Lessee, this lease shall continue in full force and effect with a reduction in the rent proportionate to the amount of usefulness or necessity of the leased premises actually taken.

All damages awarded as a result of any taking, except such damages as are herein defined as Lessee's damages, shall be awarded to Lessor. Lessee shall be entitled to receive all damages which are compensation for damages to the leasehold estate and for removal of Lessee's business, fixtures, furniture and equipment. Lessee's right to damages shall be a right against the taking authority alone, and Lessee shall not be entitled to recover any damages from Lessor.

16. Insurance on Improvements. [Lessee] shall maintain, at [Lessee's] expense, fire, hazard and extended coverage insurance, [including plate glass insurance,] in the amount of the replacement value of any improvements erected upon the leased premises. A certificate of such insurance shall be delivered to [Lessor] prior to the inception of this lease. [Lessee] shall reimburse [Lessor] for the premiums paid for such insurance upon receipt of notice of the amount

due, if [Lessor] is required to pay such premiums.

17. **Insurance on Lessee's Property.** Lessee shall be solely responsible for maintaining insurance on [his, its] property, including but not limited to movables, trade fixtures installed by Lessee, furniture, furnishings and inventory.

18. **Liability Insurance.** Lessee shall, during the term of this lease, maintain public liability insurance on the leased premises and on the business operated by the Lessee or any subtenant occupying the leased premises. The limits of such public liability insurance shall not be less than \$500 per person, \$500 per accident, and \$500 for property damage. The policy representing such insurance shall name Lessor, [its successor, or his heirs] and assigns, and Lessee as insured. Such policy shall contain a clause that the insurer will not cancel or change the insurance without giving Lessor, [its successors, or his heirs] or assigns, ten (10) days' written notice, and a certificate of such insurance shall be delivered to Lessor prior to the inception of this lease.

19. **Common Areas.** Any parking area or other common areas which Lessor may provide shall be for the joint use of Lessor, Lessee, other tenants of Lessor, and the customers, invitees and employees of Lessor, Lessee, and other tenants of Lessor; Lessor hereby grants to Lessee the right, during the term of this lease, to use any parking area and other common areas which may be provided in common with others entitled to the use thereof. The use thereof shall be subject to such reasonable regulations or limitations as Lessor shall make or require from time to time.

20. **Compliance with Laws.** Lessor and Lessee agree not to violate any law, ordinance, rule or regulation of any governmental authority having jurisdiction of the leased premises and, if required solely by reason of Lessee's type of business, to make nonstructural repairs, improvements and alterations to the interior of the building on the leased premises and the common areas required by such authority.

21. **Trash.** All trash and refuse deposited outside the building must be placed in sufficient receptacles furnished by Lessee [approved by the Public Works Department].

22. **Title and Quiet Enjoyment.** Lessor covenants and warrants that it is the owner in fee simple absolute of the leased premises and may lease the premises as herein provided. Upon payment by Lessee of the rents herein provided and upon the observance and performance of all the covenants, terms and conditions upon Lessee's part to be observed and performed, Lessee shall peaceably and quietly hold and enjoy the demised premises for the term hereby demised without hindrance or interruption by Lessor or any other person or persons lawfully or equitably claiming by, through or under Lessor, subject to the terms and conditions of this lease.

23. **Succession.** This lease agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

24. **Waste.** Lessee agrees not to commit waste, nor permit waste to result or to be done to or upon the property and premises; not to conduct any business thereon or therein, nor store or permit to be stored thereon or therein any explosives, combustible substances or materials of any nature, which would increase the fire hazard or cause a premium to be charged

for insurance higher than that charged for the present use of such property; and not to operate, nor permit to be operated, nor to exist thereon or therein, any public or private nuisance.

25. **Assets.** Lessor and Lessee agree that pursuant to Ark. Code Ann. § 6-23-506: Upon dissolution of the open-enrollment charter school or upon non-renewal of the charter, all net assets of the open-enrollment charter school purchased with public funds shall be deemed the property of the State, unless otherwise specified in the charter of the open-enrollment charter school.

26. **State Immunity.** Lessor and Lessee agree that no indebtedness of any kind incurred or created by the open-enrollment charter school shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the open-enrollment charter school shall involve or be secured by the faith, credit or taxing power of the State or its political subdivisions.

Furthermore, Lessor and Lessee agree that the Lessee shall not use the moneys received from the State pursuant to Ark. Code Ann. §§ 6-23-101, 6-23-201, 6-23-301, 6-23-401 or 6-23-501 et seq., for any sectarian programs or activity or as collateral for any debt, including any debt incurred by Lessee to Lessor pursuant to the provisions of the Lease Agreement.

27. **Use of State Funds.** Lessor and Lessee agree that Lessee shall not pay for any improvements, upgrades, additions or repairs to the leased facility described herein except as a reasonable part of the agreed upon rent payment described in paragraph 3 and those agreed upon Lessee repairs agreed upon in paragraph 7 of this Agreement. Furthermore, to the extent that any portion of rent payment in paragraph 3 or Lessee repairs in paragraph 7 are to be paid from State funding, the Lessor and Lessee shall provide a detailed budget and expenditure report specifying exactly that portion of rent payment or repair cost concerning any improvements, upgrades, additions or repairs to the lease facility and the amount of State funds to be used to support those components of the rent or repair cost to the Lessee.

28. **State Approval.** Lessor and Lessee agree that to the extent this Lessee will use any State funds from the Arkansas Public School Fund to pay the obligations of this lease agreement, the Lessee is first required to submit a copy of a detailed lease agreement (along with attached budget and expenditure report) setting forth all terms required herein along with any other relevant information required by the Arkansas State Board of Education and obtain the express approval of the Arkansas State Board of Education; otherwise this Agreement shall be considered null and void. Furthermore, neither the Lessor nor the Lessee shall change the terms or conditions of this Agreement without first obtaining the express approval of the Arkansas State Board of Education. Any such change without the express approval of the Arkansas State Board of Education shall be considered null and void to the extent State funds are used as consideration to meet the obligations contained herein.

29. **Health, Safety, Facility and Zoning Codes.** The Lessor and Lessee agree that the above described lease facility and the location of the facility comply with and meet all health, safety, facility and proper zoning codes of the State of Arkansas or any political subdivisions of the State. Specifically, the Lessor agrees covenants and warrants that the above described lease facility meets all state and local laws, regulations and ordinances with regard to fire, safety and

meets all state and local laws, regulations and ordinances with regard to fire, safety and health code conditions and requirements and that the facility is properly located in an appropriate zoned area sufficiently removed from any adult novelty, liquor or gaming locations of business or transaction so as to comply with state or local laws, ordinances or regulations and thus be in compliance with Ark. Code Ann. § 6-23-401.

30. Severability. Each paragraph of this lease agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

31. Interpretation. This lease agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

32. Entire Agreement. This lease agreement contains the entire agreement of both parties hereto, and no other oral or written agreement shall be binding on the parties hereto. This lease agreement supersedes all prior agreements, contracts and understandings of any kind between the parties relating to the subject matter thereof. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

33. Notice. All notices, requests, demands and other communications required by or permitted hereunder shall be in writing and shall be deemed to have been duly given when received by the party to whom directed; provided, however, that notice shall be conclusively deemed given at the time of its deposit in the United States mail when sent by certified mail, postage prepaid, to the other party at the following addresses (or at such other addresses as shall be given in writing by either party to the other):

3516 Baseline Road
Little Rock, Arkansas
72209

34. Release of Dower: The undersigned, wife of Lessor herein, does hereby release and relinquish unto Lessee, for the term hereof and any extension thereof, all rights of dower and homestead which she has in the leasehold estate conveyed hereby to Lessee.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals on this 29th day of August, 2011.

X Marilyn Coates
Lessor

[Spouse of Lessor]

X [Signature] Lessee
Kid Smart
Educational
Services

[ACKNOWLEDGMENT]

X KidSmart Educational Services
X [Signature]

THIS AGREEMENT made between Mark Carter (the Lessor) and KidSmart Educational Services (the Lessee), WITNESSETH:

For and in consideration of the covenants and agreements hereinafter contained, Lessor does hereby let, lease and demise unto Lessee, and Lessee does hereby lease from Lessor, the following described premises in the City of Little Rock, County of Pulaski, State of Arkansas:

3200 Square Feet of property for Educational, Childcare Space

KidSmart Proposed Budget 2012-2013

KidSmart Bilingual Education Academy
Public Charter School Application
Estimated Budget Worksheet Using Template as Provided
2012-2013

Line #	Revenues	Amount	Total
1	State Public Charter School Aid		
2	No. of Students (200) x \$6,023.00		
	State Foundation Funding		\$1,204,600.00
3			
4	No. of Students (200) x \$42.38 Professional Development		\$8,476.00
5	No. of Students (200) x eligible rate* NSLA Funding		\$297,600.00
6	Total State Charter School Aid		\$306,076.00
7			
8	Other Sources of Revenues:		
9	Private Donations or Gifts		
10	Federal Grants (List the amount)		
11	Special Grants (List the amount)		
12	Other (Specifically Describe) <i>uniform and meal sales</i>		\$11,000.00
13			
14	Total Other Sources of Revenues		
15			
16	TOTAL REVENUES		\$1,827,752.00
17			
18	<u>Expenditures</u>	<u>Amount</u>	<u>Total</u>
19	Administration:		School Principal
20	Salaries: (No. of Positions 2.0)	\$140,000.00	Curriculum Director
21	Fringe Benefits	\$39,200.00	
22	Purchased Services		
23	Supplies and Materials	\$20,000.00	Office supplies
24	Equipment	\$10,000.00	Computers, printers
25	Other (Describe)		file cabinets
26			\$209,200.00
27	Regular Classroom Instruction:		13 Classroom teachers
28	Salaries: (No. of Positions_17__)	\$550,000.00	2 paraprofessionals
29	Fringe Benefits	\$132,440.00	2 specialists
30	Purchased Services	\$94,000.00	Professional Development Assessment/Data Services
31	Supplies and Materials	\$167,500.00	Telecommunications Classroom supplies Textbooks, field trips

KidSmart Proposed Budget 2012-2013

32	Equipment	<u>\$160,000.00</u>	copy and printing postage Classroom furniture, computers, server wireless network
33	Other (Describe)		
34			\$1, 103,940.00
35	Special Education:		
36	Salaries: (No. of Positions 1.0)	<u>\$40,000.00</u>	1 Special Needs Teacher
37	Fringe Benefits	<u>\$12,000.00</u>	
38	Purchased Services		
39	Supplies and Materials	<u>\$4,000.00</u>	Supplemental Materials
40	Equipment		
41	Other (Describe)		
42			\$1,184,940.00
43	Gifted and Talented Program:		
44	Salaries: (No. of Positions___)		
45	Fringe Benefits		
46	Purchased Services		
47	Supplies and Materials		
48	Equipment		
49	Other (Describe)		
50			
51	Alternative Education Program:		
52	Salaries: (No. of Positions___)		
53	Fringe Benefits		
54	Purchased Services		
55	Supplies and Materials		
56	Equipment		
57	Other (Describe)		
58			
59	Guidance Services:		
60	Salaries: (No. of Positions___)		
61	Fringe Benefits		
62	Purchased Services		
63	Supplies and Materials		
64	Equipment		
65	Other (Describe)		
66			
67	Health Services:		
68	Salaries: (No. of Positions_(0.5)	<u>\$19,000.00</u>	Part-time Nurse

KidSmart Proposed Budget 2012-2013

69	Fringe Benefits	\$5,320.00	
70	Purchased Services		
71	Supplies and Materials	\$2,400.00	Consumables
72	Equipment		
73	Other (<i>Describe</i>)	\$3,500.00	Refrigerator, Exam Chair locked medicine cabinet desk, chair, scale
74			\$30,220.00
75	Media Services:		
76	Salaries: (<i>No. of Positions</i> ___)		
77	Fringe Benefits		
78	Purchased Services		
79	Supplies and Materials		
80	Equipment		
81	Other (<i>Describe</i>)		
82			
83	Fiscal Services:		
84	Salaries: (<i>No. of Positions</i> ___)		
85	Fringe Benefits		Accounting, Audit Legal
86	Purchased Services	\$30,000.00	
87	Supplies and Materials		
88	Equipment		
89	Other (<i>Describe</i>)		
90			\$30,000.00
91	Maintenance and Operation:		
92	Salaries: (<i>No. of Positions</i> ___)		
93	Fringe Benefits		
94	Purchased Services	\$55,000.00	Landscape, Cleaning contract, repairs waste removal
95	(include utilities)		
96	Supplies and Materials		
97	Equipment		
98	Other (<i>Describe</i>)		
99			\$55,000.00
100	Transportation		
101	Salaries: (<i>No. of Positions 3.0</i>)	\$60,000	
102	Fringe Benefits	\$8,000.00	
103	Purchased Services	\$30,000.00	Gas, maintenance tires insurance inspections
104	Supplies and Materials		
105	Equipment		
106	Other (<i>Describe</i>)		

KidSmart Proposed Budget 2012-2013

107			\$98,000.00
108	Food Services:	\$50,000.00	
109	Salaries: (No. of Positions_2.0_)		
110	Fringe Benefits		
111	Purchased Services	\$100,000.00	Food, Milk contracts
112	Supplies and Materials		
113	Equipment		
114	Other (Describe		
115			\$150,000.00
116	Data Processing:		
117	Salaries: (No. of Positions_1.0)	\$35,000.00	Office Manager
118	Fringe Benefits	\$1,970.15	
119	Purchased Services		
120	Supplies and Materials		
121	Equipment		
122	Other (Describe)		
123			\$36,970.15
124	Substitute Personnel:		
125	Salaries: (No. of Positions_)		\$10,000.00
126	Fringe Benefits		
127			\$10,000.00
128	Facilities:		
129	Lease/Purchase (contract for one total year including facilit		\$36,000.00
130	Please list upgrades		
131	Utilities (contract for one total year		\$30,000.00
132	including facility upgrades)		
133	Insurance (contract for one total year including facility upgr		\$7,000.00
134	Property Insurance		\$7,000.00
135	Content Insurance		
136			\$80,000.00
137	Debt Expenditures:	\$11,000.00	Uniforms Not Sold
138	Other Expenditures:		
139	(Describe)		
140			\$11,000.00
141	TOTAL EXPENDITURES		\$1,814,330.15
	NET BALANCE		\$13,421.85

KidSmart Proposed Budget 2013-2014

KidSmart Bilingual Education Academy
Public Charter School Application
Estimated Budget Worksheet Using Template as Provided
2013-2014

Line #	Revenues	Amount	Total
1	State Public Charter School Aid		
2	No. of Students (200) x \$6,023.00		
	State Foundation Funding		\$1,204,600.00
3			
4	No. of Students (200) x \$42.38 Professional Development		\$8,476.00
5	No. of Students (200) x eligible rate* NSLA Funding		\$297,600.00
6	Total State Charter School Aid		\$306,076.00
7			
8	Other Sources of Revenues:		
9	Private Donations or Gifts		
10	Federal Grants (List the amount)		
11	Special Grants (List the amount)		
12	Other (Specifically Describe) <i>uniform and meal sales</i>		\$11,000.00
13			
14	Total Other Sources of Revenues		
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16	TOTAL REVENUES		\$1,827,752.00
17			
18	<u>Expenditures</u>	<u>Amount</u>	<u>Total</u>
19	Administration:		School Principal
20	Salaries: (No. of Positions 2.0)	\$140,000.00	Curriculum Director
21	Fringe Benefits	\$39,200.00	
22	Purchased Services		
23	Supplies and Materials	\$20,000.00	Office supplies
24	Equipment	\$10,000.00	Computers, printers
25	Other (Describe)		file cabinets
26			\$209,200.00
27	Regular Classroom Instruction:		13 Classroom teachers
28	Salaries: (No. of Positions 17__)	\$550,000.00	2 paraprofessionals
29	Fringe Benefits	\$132,440.00	2 specialists
30	Purchased Services	\$94,000.00	
			Professional Development
			Assessment/Data Services
			Telecommunications
31	Supplies and Materials	\$167,500.00	Classroom supplies
			Textbooks, field trips

KidSmart Proposed Budget 2013-2014

32	Equipment	<u>\$160,000.00</u>	copy and printing postage Classroom furniture, computers, server wireless network
33	Other (Describe)		
34			\$1, 103,940.00
35	Special Education:		
36	Salaries: (No. of Positions 1.0)	<u>\$40,000.00</u>	1 Special Needs Teacher
37	Fringe Benefits	<u>\$12,000.00</u>	
38	Purchased Services		
39	Supplies and Materials	<u>\$4,000.00</u>	Supplemental Materials
40	Equipment		
41	Other (Describe)		
42			\$1,184,940.00
43	Gifted and Talented Program:		
44	Salaries: (No. of Positions___)		
45	Fringe Benefits		
46	Purchased Services		
47	Supplies and Materials		
48	Equipment		
49	Other (Describe)		
50			
51	Alternative Education Program:		
52	Salaries: (No. of Positions___)		
53	Fringe Benefits		
54	Purchased Services		
55	Supplies and Materials		
56	Equipment		
57	Other (Describe)		
58			
59	Guidance Services:		
60	Salaries: (No. of Positions___)		
61	Fringe Benefits		
62	Purchased Services		
63	Supplies and Materials		
64	Equipment		
65	Other (Describe)		
66			
67	Health Services:		
68	Salaries: (No. of Positions_(0.5)	<u>\$19,000.00</u>	Part-time Nurse

KidSmart Proposed Budget 2013-2014

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71	Supplies and Materials	\$2,400.00	Consumables
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73	Other (<i>Describe</i>)	\$3,500.00	Refrigerator, Exam Chair locked medicine cabinet desk, chair, scale
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75	Media Services:		
76	Salaries: (<i>No. of Positions</i> ___)		
77	Fringe Benefits		
78	Purchased Services		
79	Supplies and Materials		
80	Equipment		
81	Other (<i>Describe</i>)		
82			
83	Fiscal Services:		
84	Salaries: (<i>No. of Positions</i> ___)		
85	Fringe Benefits		Accounting, Audit
86	Purchased Services	\$30,000.00	Legal
87	Supplies and Materials		
88	Equipment		
89	Other (<i>Describe</i>)		
90			\$30,000.00
91	Maintenance and Operation:		
92	Salaries: (<i>No. of Positions</i> ___)		
93	Fringe Benefits		
94	Purchased Services	\$55,000.00	Landscape, Cleaning
95	(include utilities)		contract, repairs
96	Supplies and Materials		waste removal
97	Equipment		
98	Other (<i>Describe</i>)		
99			\$55,000.00
100	Transportation		
101	Salaries: (<i>No. of Positions</i> 3.0)	\$60,000	
102	Fringe Benefits	\$8,000.00	
103	Purchased Services	\$30,000.00	Gas, maintenance
104	Supplies and Materials		tires
105	Equipment		insurance
106	Other (<i>Describe</i>)		inspections

KidSmart Proposed Budget 2013-2014

107			\$98,000.00
108	Food Services:	\$50,000.00	
109	Salaries: (No. of Positions_2.0_)		
110	Fringe Benefits		
111	Purchased Services	\$100,000.00	Food, Milk contracts
112	Supplies and Materials		
113	Equipment		
114	Other (Describe		
115			\$150,000.00
116	Data Processing:		
117	Salaries: (No. of Positions_1.0)	\$35,000.00	Office Manager
118	Fringe Benefits	\$1,970.15	
119	Purchased Services		
120	Supplies and Materials		
121	Equipment		
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124	Substitute Personnel:		
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128	Facilities:		
129	Lease/Purchase (contract for one total year including facilit		\$36,000.00
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131	Utilities (contract for one total year		\$30,000.00
132	including facility upgrades)		
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135	Content Insurance		
136			\$80,000.00
137	Debt Expenditures:	\$11,000.00	Uniforms Not Sold
138	Other Expenditures:		
139	(Describe)		
140			\$11,000.00
141	TOTAL EXPENDITURES		\$1,814,330.15
	NET BALANCE		\$13,421.85

**KidSmart Bilingual Education Academy Proposed Salary Schedule 2012
Attachment 5**

Position	Years of Teaching	High School Diploma	Associate's Degree	Bachelor of Arts	Master's Degree	PHD
Principals	0-3	\$25,000	\$35,000	\$75,000-\$80,000	Add \$2,000	Add \$2000
	4- 8 years	\$35,000.00	\$40,000.00	\$80-90,000	Add \$2,000	Add \$2000
	9 years +	\$40,000.00	\$45,000.00	\$90-100,000	Add \$2,000	Add \$2000

Position	Years of Teaching	Bachelor of Arts	Master's Degree	PHD
Curriculum Director	0-3	\$30,000-\$35,000	Add \$2,000	Add \$2000
	4- 8 years	\$36,000-\$42,000	Add \$2,000	Add \$2000
	9 years +	\$43,000-\$53,000	Add \$2,000	Add \$2000

Position	Years of Teaching	Bachelor of Arts	Master's Degree	PHD
Teachers	0-3	\$30-\$32,000	Add \$2,000	Add \$2000
	4- 8 years	\$32-36,000	Add \$2,000	Add \$2000
	9 years +	\$36-\$38,000	Add \$2,000	Add \$2000

Paraprofessionals

Position	Years of Experience	High School Diploma	Bachelor of Arts
Paraprofessionals	0-3	\$18,000-\$20,000	\$20,000-\$22,000
	4- 8 years	\$20,000-\$22,000	\$22,000-\$24,000
	9 years +	\$22,000-\$24,000	\$24,000-\$26,000

Support Staff

Position	High School Diploma	Associate's Degree	Bachelor of Arts
Cafeteria Manager	\$11/hour	\$13/hour	\$15/hour
Cafeteria Assistant	\$9/hour	\$10/Hour	\$12/Hour
Director of Maintenance	\$12/Hour	\$16/Hour	\$18/Hour

Transportation	\$12/Hour	\$16/Hour	\$18/Hour
Custodian	\$10/Hour	\$12/Hour	\$14/Hour



Arkansas Secretary of State Charlie Daniels

State Capitol Building ♦ Little Rock, Arkansas 72201-1094 ♦ 501.682.3409

I, Charlie Daniels, Secretary of State of the State of Arkansas, and as such, keeper of the records of domestic and foreign corporations, do hereby certify that the following and hereto attached instrument of writing is a true and perfect copy of

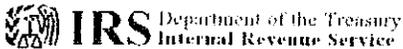
All Corporate records on file for

**KID SMART EDUCATIONAL SERVICES/TUTORING
CENTER**

**In Testimony Whereof, I have hereunto set my hand
and affixed my official Seal. Done at my office in the
City of Little Rock, this 19th day of March 2009.**

A handwritten signature in cursive script that reads "Charlie Daniels".

Charlie Daniels



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248421964
July 25, 2011 LTR 4168C E0
71-0845308 000000 00

00018427

BODC: SB

KIDSMART EDUCATIONAL SERVICES
KIDSMART EDUCATIONAL SERVICES
PO BOX 191042
LITTLE ROCK AR 72219-1042



051145

Employer Identification Number: 71-0845308
Person to Contact: MS. MITCHELL
Toll Free Telephone Number: 1-877-829-5500

Dear TAXPAYER:

This is in response to your July 14, 2011, request for information regarding your tax-exempt status.

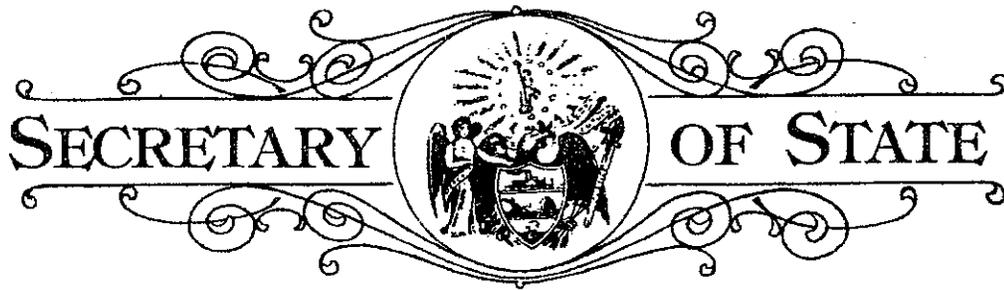
Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in APRIL 2011.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(ii).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

STATE OF ARKANSAS



Sharon Priest
SECRETARY OF STATE

CERTIFICATE OF INCORPORATION OF DOMESTIC NON-PROFIT CORPORATION

To All to Whom These Presents Shall Come, Greetings:

I, Sharon Priest, Secretary of State of Arkansas, do hereby certify that

KID SMART EDUCATIONAL SERVICES/TUTORING CENTER

has filed in the office of the Secretary of State, a duly certified copy of its Articles of Association in compliance with the provisions of the law, with their petition for incorporation under the name or style of

KID SMART EDUCATIONAL SERVICES/TUTORING CENTER

they are therefore hereby declared a body politic and corporate, by the name and style aforesaid, with all the powers, privileges and immunities granted in the law thereunto appertaining.



In Testimony Whereof, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 26th day of March 2001.

Sharon Priest

KidSmart Bilingual Education Academy
Interest Meeting August 15, 2011 Dee Brown Library
6325 Baseline Road Little Rock, Arkansas 72209

La Academia de Educacion Bilingue de KidSmart
Tertulia de Interes El Quince De Agosto, 2011
La Biblioteca De Dee Brown
6325 Baseline Road Little Rock, Arkansas 72209

Name/Nombre	Address/Direccion	Phone Number/Numero	Child's Name/Nombre De Nino	Child's Age
Angelica Antonio	2383 Russett L.R. Ar. 72209	501 318 419 83	Alexandra and Shekinah Massey	3 and 6 yrs.
Mariel Valencia	7 Cypress 400 P Vilonia AR	501 358 8200	Edwin and Mason Valencia	2 and 1 years
Iyona Green	29 Falcon Ct LR AR 72210	501 761 4911	Ja'Lynn Westley	2 1/2 years
Sandra Summers	6850 P.O. Box 195442 LR AR	501 398 9213	Jaden Thompson	3 1/2 yrs 3 1/2 yrs
Adriane Sebastian	3600 Springer Blvd L.R. AR 72204	501.231.3619	Faith Siggers Destiny Siggers	6 yrs. old
Nona Scoggin	5401 Victor Ln L.R. Ar 72209	501-2403329	Brianna Scoggin	3 yr old
Monica Lindsey			Knadia Lindsey	5 yrs old
Denise Bell	10515 Warren St. L.R. AR.			
Arctha Sullivan			Curtis Smith	6 yrs. old

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Name/Nombre	Address/Direccion	Phone Number/Numero	Child's Name/Nombre De Nino	Child's Age
Candace Bryant	5905 Southwind Dr	(501) 241-9270	Cameya Cayden Caylee } Bryant	6 3 10 months
Shannon Pajon	3224 Marshall St	479-861-9738	Shaniya Scroggins Darell Kah Holladay	6 1
Tiffany Mems	6900 Cantrell rd. # P108	398-9174	Taylor mitenei	3
Mary Tudney				
Refina Gonzalez				Shirley Ana 2-4
Al Velasco	8400 CO community center			3 children 14, 5, 6
Stefanie Robinson				
Carla Carrillo				
Dandrea Trankey				
Crystal Lewis				

Julius Morris Signs

THE PUBLIC LIBRARY

LITTLE ROCK • JACKSONVILLE • PULASKI AND PERRY COUNTIES • MAUMELLE • SHERWOOD

Dee Brown Library
6325 Baseline Road
Little Rock, AR 72209

KidSmart
3516 Baseline Road
Little Rock, AR 72209

15 August 2011

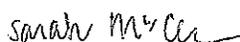
Dear Ms. Pettus,

Thank you for your inquiry regarding the KidSmart Charter School using the Dee Brown Public Library as their school library. Once your school is formed, the Dee Brown Library welcomes and invites your students to make weekly visits as needed and to use all of the library recourses we have available. While the Dee Brown Library will not be responsible for creating any kind of library curriculum for your students, we will provide your students with access to all of our resources, including books, reference materials, databases, and internet access.

In order to obtain a library card, each student should visit the library with a parent or guardian who has a photo ID. The students can apply for a card that day, and the card will be mailed to their home address; patrons usually receive their cards in approximately one week. If a parent is unable to visit the library with their child, the child may apply for a card in the presence of a school teacher who can verify the identity and address of the child. The card will still be mailed to the child's home address. The day students apply for their cards their checkout is limited to one item. After the card is received in the mail, the student may checkout unlimited materials.

We look forward to working with you and your students in the future.

Sincerely,



Sarah K. McClure
Librarian
Dee Brown Library

OPEN-ENROLLMENT PUBLIC CHARTER SCHOOL APPLICATION STATEMENT OF ASSURANCES

The signature of the President of the 501 (c) (3) Board of Directors of the public charter school certifies that the following statements are addressed through policies adopted by the public charter school and, if approved, the governing body, administration, and staff of the open-enrollment charter shall abide by them:

1. The information submitted in this application is true to the best of my knowledge and belief and this application has been sent to the superintendent of all the districts from which we intend to draw students.
2. The proposed open-enrollment public charter school shall be 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.
3. In accordance with federal and state laws the proposed open-enrollment public charter school hiring and retention policies of administrators, teachers, and other employees shall not discriminate on the basis of race, color, national origin, creed, sex, ethnicity, sexual orientation, mental or physical disability, age, ancestry, or special need.
4. The proposed open-enrollment public charter school shall operate in accordance with federal laws and rules governing public schools; applicable provisions of the Arkansas Constitution; and state statutes or regulations governing public school not waived by the approved charter.
5. An open-enrollment public charter school shall 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.
6. The proposed open-enrollment public charter school shall not impose taxes or charge students tuition or fees that would not be allowable charges in the public school districts.
7. The proposed open-enrollment public charter school shall not be religious in its operations or programmatic offerings.

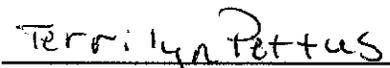
8. The proposed open-enrollment public charter school shall ensure that any of its employees who qualify for membership in the Arkansas Teacher Retirement System or the State and Public School Employee Insurance Program shall be covered under those systems to the same extent a qualified employee of a school district is covered.
9. The employees and volunteers of the open-enrollment public charter school are held immune from liability to the same extent as other public school district employees and volunteers under applicable state laws.
10. The open-enrollment public charter school shall be reviewed for its potential impact on the efforts of the public school districts within the proximity of the open-enrollment public charter school to comply with court orders and statutory obligations to create and maintain a unitary system of desegregated public schools.
11. The proposed open-enrollment public charter school shall comply with all health and safety laws, rules and regulations of the federal, state, county, region, or community that may apply to the facilities and school property.
12. The proposed open-enrollment public charter school shall not use any funds it receives from the state for any sectarian program or activity or as collateral for debt.
13. The charter applicant should know that certain provisions of state law shall not be waived. The proposed open-enrollment 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; and
 - (f) Health and safety codes as established by the State Board of Education and local governmental entities.
14. The facilities of the proposed public charter school shall 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, the applicant should know 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 funds to purchase or finance personal property, real property or fixtures for use by the Open Enrollment Public Charter School, the State Board of Education 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.



Signature of President of the 501 (c) (3) Board
of the Proposed Charter

Date: 8/29/2011



Print or type name