

Settlement Proposal  
For Discussion Purposes Only  
April 2010

1. WHEREAS, The Arkansas Department of Education and the Attorney General “are authorized to seek modification of the current consent decree or enter into a new or amended consent decree or settlement agreement” subject to certain funding restrictions contained in Act 395 of 2007. Ark. Code Ann. § 6-20-416(b);
2. WHEREAS, the State of Arkansas violated the Constitution by, among other things, acting in concert with others for the purpose of preserving residential segregation in Pulaski County;
3. WHEREAS, residential neighborhoods in Pulaski County continue to be racially-identifiable;
4. WHEREAS, ending the magnet school program will significantly increase racial and socioeconomic segregation within LRSD;
5. WHEREAS, neighborhood schools located in or near African-American neighborhoods in Pulaski County are high-poverty schools;
6. WHEREAS, education research demonstrates that high-poverty schools do not normally provide an equal, or even adequate, education to their students;
7. WHEREAS, the 1989 Settlement Agreement sought to remedy residential segregation and defendants’ other constitutional violations by using racial classifications;
8. WHEREAS, the United States Supreme Court limits the use of

racial classifications where race-neutral alternatives may achieve the goals of a consent decree such as the 1989 Settlement Agreement;

9. WHEREAS, eighty-percent of LRSD students who are eligible for free or reduced-price meals are African-American;
10. WHEREAS, eligibility for free or reduced-price meals is a race-neutral alternative that may achieve the goals of the 1989 Settlement Agreement;
11. WHEREAS, open-enrollment charter schools in Pulaski County are negatively affecting the ability of the LRSD to provide an equal opportunity for an adequate education to African-American students;
12. WHEREAS, as of the fourth quarter of the 2008-2009 school year, 53,498 (about 12 percent) of Arkansas' 457,566 public school students resided in Pulaski County;
13. WHEREAS, as of the 2009-2010 school year, ten of the 18 open-enrollment charter schools in Arkansas (about 55 percent) were located in Pulaski County with one more Pulaski County charter school (UCPC) scheduled to open for the 2010-2011 school year, and one outside Pulaski County (Humphrey) likely to close;
14. WHEREAS, the General Assembly intended that the charter school law would emphasize "expanded learning experiences for students who are identified as low achieving." Ark. Code Ann. § 6-23-102. The charter school law was also intended to "[e]ncourage the use of different and innovative teaching methods" and to "[p]rovide parents and pupils with expanded choices in the types of educational opportunities that are available within the public

school system.” *Id.*;

15. WHEREAS, the 1989 Settlement Agreement commits the State to the following principles: “There should be a remediation of the racial academic achievement disparities for Arkansas students”; and “The ADE and the Districts should work cooperatively to promote the desegregation goals of the State and the Districts and to ensure educational excellence in the public schools in Pulaski County and throughout the State.” 1989 Settlement Agreement, Section III F;
16. WHEREAS, the House and Senate Interim Education Committees have determined that the Constitution of Arkansas may require the State to provide transportation to economically disadvantaged students as a necessary component of an adequate education; and,
17. WHEREAS, experts retained by the State recommend that school districts be reimbursed for the actual cost of transporting students;

The LRSD hereby proposes that the 1989 Settlement Agreement be revised as follows:

1. Free or reduced-price meal status shall be substituted for race in the Magnet Stipulation;
2. The M-to-M Stipulation shall be phased-out and replaced with a new system that allows LRSD students assigned to high-poverty, neighborhood schools to transfer to economically diverse schools in Pulaski County with transportation paid by the State;
  - a. Effectively immediately, LRSD shall have no further obligation under Section II, Paragraph O, subparagraphs 3 and 4 of the 1989 Settlement Agreement (pooling of M-to-M

funds), or any related orders and agreements.

3. Academics Plus, ESTEM, LISA Academy, LISA Academy North Little Rock shall become a magnet schools subject to the Magnet Stipulation, as revised, with the following exceptions:
  - a. They shall remain independent, governed by their charters and not subject to oversight by the Magnet Review Committee;
  - b. Students shall be admitted without regard to the District in which they reside;
  - c. If recruiting does not produce a sufficient number of free and reduced-price meal applicants, a weighted lottery shall be used to ensure compliance with the Magnet Stipulation, as revised;
  - d. They shall continue to receive funding pursuant to the Charter Schools Act.
4. Academics Plus shall be placed on probation for failing to comply with the terms of its charter and enroll at least 20 percent African-American students during the 2008-09 and 2009-10 school years;
5. The charters of Dreamland, Covenant Keepers, Little Rock Prep., Jacksonville Lighthouse and UCPC shall amended to impose the following accountability provisions:
  - a. Student recruitment efforts must directed at students not succeeding in the regular school environment;
  - b. At least 80 percent of new enrollees each year must qualify

for free or reduced-price meals and/or be performing at the basic level or below on the ACTAAP;

- c. Counseling services must be provided as required by ADE Accreditation Standards, § 16.01 Guidance and Counseling; and,
  - d. The CEO/school leader must have a proven record of success in a high-poverty school or successfully completed an urban charter school training program such as a Building Excellent Schools Fellowship.
6. The charters of all open-enrollment charter schools in Pulaski County shall be amended to impose the following accountability provisions:
- a. Students must remain enrolled for at least one full semester and may not transfer out during the semester;
  - b. Suspended and expelled students must be provided an alternative learning environment, either by the charter school or by agreement with LRSD, PCSSD or NLRSD;
  - c. Transportation must be provided to students eligible for free or reduced-price meals and special education students as required by their IEPs;
  - d. Reasonable efforts must be made to recruit special education students and English language learners with a goal of enrolling such students in same proportion as in the public school population of Pulaski County as a whole.
7. In addition to funding received pursuant to the Charter Schools

Act, the State shall reimburse charter schools for the actual cost of transporting students eligible for free or reduced-price meals and special education students as required by their IEPs;

8. Any new open-enrollment charter schools in Pulaski County or the expansion and renewal of an existing open-enrollment charter school in Pulaski County shall be subject to the 1989 Settlement Agreement, as revised herein, and subject to Court approval absent an agreement;
9. Any new or renewed open-enrollment charter in Pulaski County shall not include waivers except as necessary to provide new and innovative approaches to education;
10. New open-enrollment charter schools in Pulaski County will be established only for the purpose of improving the achievement of African-American students and/or students who score basic or below on the ACTAAP;
11. ADE shall conduct annual evaluations of open-enrollment charter schools in Pulaski County to assess compliance with the accountability provisions identified herein and with the performance criteria identified in their applications;
12. The State shall provide in a timely manner a readily accessible means for parents to measure the value-added educational benefit for all magnet schools in Pulaski County;
13. The 1989 Settlement Agreement, as revised, shall be subject to periodic review by the parties when the black-white, residential dissimilarity index for Little Rock drops below 40 (in 2000, it was 63.9 – meaning 63.9 percent of white residents would have to move to another neighborhood to make whites and blacks evenly

distributed across neighborhoods) for the purpose of determining whether the consent decree should be modified or terminated;

14. The State shall pay LRSD its attorneys' fees related to obtaining unitary status as authorized by Act 395.