

Arkansas Arts Academy School Board Minutes
Tuesday, July 13th, 2021 at 6:30 pm
High School Commons

Item		Description	Motion	Video Reference	Action
1	Nate Fries	Call to Order at 6:33 pm		1:40	<input checked="" type="checkbox"/>
2	Nate Fries	Establish Quorum / Roll Call: Nate Fries, Adrienne McGinnis, Cara Riley and Maurissa Roberts Jeff Hunnicutt present through Zoom.			
3	Nate Fries	Absent: Leslee Post		1:57	<input checked="" type="checkbox"/>
4	Nate Fries	Pledge of Allegiance		2:08	<input checked="" type="checkbox"/>
		Comments from the Public:	None	2:15	<input checked="" type="checkbox"/>
		Board Officer Elections: Tabled to August Meeting Introduction of New Board Members: Adairanne McGinnis and Maurissa Roberts			
	Nate Fries			2:34 - 3:45	<input checked="" type="checkbox"/>
		A motion was made to table this to the August Meeting.	1st Cara Riley 2nd Maurissa Roberts		Vote 4 - 0
5A	Nate Fries	Consent Agenda: Approve Minutes, Financials and the Enrollment Report from May, 2021 Meeting - Attachment #1 and #2		4:01 -15:55	<input checked="" type="checkbox"/>
		Enrollment Report - Attachment #3			<input checked="" type="checkbox"/>
		A motion was made to accept the Consent Agenda by Cara Riley.	1st Cara Riley 2nd Adrienne McGinnis		Vote 4 - 0
6		District Reports - See Attachments			
6B	Debbie Zupan	Child Nutrition Report and Cycle Reporting		16:02 - 22:02	<input checked="" type="checkbox"/>
6C	Katie Milligan	COVID Status Report		22:04 - 34:43	<input checked="" type="checkbox"/>
6D	Matt Young	Elementary School Update - by Debbie Zupan		34:47 - 36:45	<input checked="" type="checkbox"/>
6E	Heather Wright	High School Update - by Rachel Carpenter		36:55 - 42:14	<input checked="" type="checkbox"/>
6G	Aaron Jones	Arts Integration Report - No Report			<input checked="" type="checkbox"/>
6H	Beth Scott	Special Education Report - No Report			<input checked="" type="checkbox"/>
6I	Sheila Riffe	Medicaid Update - No Report			<input checked="" type="checkbox"/>
6J	Terri Harral	Human Resources Report			<input checked="" type="checkbox"/>
6K	David Skelton	Athletics Update - David Skelton		42:30 - 50:30	<input checked="" type="checkbox"/>
7	Nate Fries	New Business			<input checked="" type="checkbox"/>
		Aramark 5th Year Contract for 2021-2022 School Year - Attachment #4			

ATTACHMENT #1
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Arkansas Arts Academy School Board Minutes
Tuesday, July 13th, 2021 at 6:30 pm
High School Commons

			1st Cara Riley 2nd Adrienne McGinnis	51:07 - 55:24	Vote 4 - 0
	A Motion was made to accept the Aramark 5th Year Contract 2021 -2022 Employee Contracts - Attachment #5				
	A Motion was made to accept Employee Contracts, Resignations and non renewal of Contracts		1st Cara Riley 2nd Maurissa Roberts	55:30 - 57:45	Vote 4 - 0
	New Positions - SPED Teacher, Dean of Students, Social Workers, Learning Guides and P/T Tech Cord - Attachments #6, #7 and #8				
	A Motion was made to approve the SPED Teaching Position and the Part Time Technology Cord 190 Day Contract (not to exceed 28 hours a week) and to table Dean of Students, Social Workers and Learning Guides. The Board asked that Principals and Administration Team have a meeting to discuss New Positions and come to a consensus on New Positions to present at next Board Meeting.		1st Cara Riley 2nd Maurissa Roberts	57:47 - 1:30:50	Vote 4 - 0
	Charter Statement of Assurance - Attachment #9				
	A motion was made to approve the Charter Statement of Assurance. School District and Visitor Mask Protocol - Attachment #10		1st Adrienne McGinnis 2nd Cara Riley	1:31:04 - 1:31:45	Vote 4 - 0
	A motion was made to approve the School District and Visitor Mask Protocol with addition of revision date.		1st Cara Riley 2nd Maurissa Roberts	1:31:47 - 1:33:47	Vote 4 - 0
	Ozark Guidance Center and AAA Mental Health Agreement - Attachment #11				
	A motion was made to approve the Ozark Guidance Center contract with AAA Mental Health Agreement.		1st Cara Riley 2nd Adrienne McGinnis	1:33:54 - 1:35:00	Vote 4 - 0
	AAA Workplace Dating Guidance - Attachment #12				



ARKANSAS
ARTS ACADEMY
Aspire. Achieve. Advance.

Arkansas Arts Academy School Board Agenda
Tuesday, July 13th, 2021 at 6:30 pm
High School Commons

1. Call to order – Fries Action
2. Establish quorum / Roll Call – Fries
3. Pledge of Allegiance – Fries
4. School Board Elections - Fries
5. Comments from the Public:
6. Consent Agenda – Fries Approval
 - A. Approve minutes from June Regular and Special Meeting – Attachment #1
 - B. June Financials – Pending State Approval of end of year Journal Entries – Attachment #2
 - C. Enrollment Report – Lottery Results/Enrollment Attachment #3
7. District Reports Discussion
 - A. Child Nutrition/Cycle Reports – Zupan
 - B. Health/Wellness – Milligan
 - C. Elementary School – Young
 - D. High School – Carpenter
 - E. Arts Integration – Jones No Report
 - F. Special Education – Scott No Report
 - G. Medicaid – Riffe No Report
 - H. Human Resources – Harral No Report
 - I. Athletics – Skelton
8. New Business Approval
 - A. Aramark 5th Year Contract for 21-22 School Year – Attachment #4
 - B. 2021-2022 Employee Contracts – Attachment #5
 - C. New Positions – Special Ed Teacher, Dean of Students, Social Workers, Learning Guides and part time Technology Positions. Attachments #6, #7, #8
 - D. Charter Statement of Assurance – Attachment #9
 - E. School District and Visitor Mask Protocol – Attachment #10
 - F. Ozark Guidance Center and AAA Mental Health Agreement – Attachment #11
 - G. AAA Workplace Dating Guidance – Attachment #12
9. AAA Employee and Board Code of Ethics – Attachment #13
10. Discussion of item since publication of Agenda

- 11. Executive Session
 - A. Personnel Discussion
- 12. Adjournment

Closed

Adjourn

Arkansas Arts Academy School Board Visitor Sign in Sheet

All attendees are welcome to speak and will be limited to 3 (three) minutes each. Thank you

Date July 13, 2021

[illegible]

Arkansas Arts Academy
Budget to Actual - All Funds
TWELVE MONTHS 6 /30/21

This is a summary of ALL FUNDS: Teacher Salary/Operating; Building; Federal; Activity and Food Service funds on separate tabs.

	Budget	ACTUAL	% of Budget	Budget Remaining
Revenue				
State Foundation	\$7,796,086.00	\$7,796,086.00	100%	\$0.00
AR Recognition Grant	\$0.00	\$0.00	0%	\$0.00
Student Growth	\$456,802.00	\$456,802.00	0%	\$0.00
Categorical	\$279,194.00	\$279,194.00	100%	\$0.00
Grants	\$4,519.55	\$1,700.00	38%	\$2,819.55
Grants	\$0.00	\$4,519.55	#DIV/0!	-\$4,519.55
Other State Revenues	\$5,213.94	\$5,213.94	0%	\$0.00
Other Local Sources	\$106,316.00	\$109,908.76	0%	-\$3,592.76
Operating	\$0.00	\$530.68	0%	-\$530.68
Activity	\$0.00	\$109,459.01	0%	-\$109,459.01
Facilities Funding	\$514,080.00	\$514,080.00	100%	\$0.00
Walton Family Foundation Grant	\$22,093.00	\$22,093.00	0%	\$0.00
Federal Grants	\$1,048,549.29	\$654,644.96	62%	\$393,904.33
Food Service	\$302,104.00	\$324,890.00	108%	-\$22,786.00
Total Revenues	\$10,534,957.78	\$10,279,121.90	98%	\$255,835.88
Expenditures				
Instruction	\$4,812,900.01	\$4,783,578.19	99%	\$29,321.82
Support Services	\$4,965,017.43	\$4,703,660.91	95%	\$261,356.52
Facility	\$594,181.27	\$594,181.27	100%	\$0.00
Total Expenditures	\$10,372,098.71	\$10,081,420.37	97%	\$290,678.34
Changes in fund balances	\$162,859.07	\$197,701.53		
Beginning Balance 7/01/20		\$702,105.79		
FUND BALANCES		\$899,807.32		

The summary above represents all funds of the Academy.

*please note that transfers from Operating to clear Teacher Salary are done mid- and end-year

Please not that the beginning balance may change due to final entries

Previous year to be closed out as final allocations, expenditures are finalized.

Arkansas Arts Academy
Enrollment Report
July 7th, 2021

Elementary School	8-4-21 Enrollment Commitments	21-22 Wait List
Kindergarten	80	107
1st	80	67
2nd	80	56
3rd	80	67
4th	84	43
5th	84	55
6th	84	67
Total	572	462
Middle/High School		
7th	110	39
8th	110	48
9th	110	38
10th	110	19
11th	109	23
12th	91	0
Total MS & HS	640	167
Total Enrollment	1212	629

Athletics Programs

Junior High

Cross Country- We will be fielding a competitive junior high level (7-9) boys and girls cross country team in the fall. Students will be picked up at 3:15 at the 7-12 campus and brought to the K-6 campus for practice. Practice will be set on days as determined by the coach. Students will be given a training program to run in the summer. Ninth grade students will need to choose if they want to take their second art class or if they want to come to the junior high practice. If a ninth grader chooses to take two art classes, they will need to make arrangements with the coach to make up their practice or attend the high school practice in the mornings. The majority of the meets will occur on Saturdays with the season running from September-November. Ninth graders will receive a PE credit for competing with the team. There is a \$50 athletic fee charged for cross country and athletes must have an athletic physical. Physicals will be offered at the school. If you have questions, please notify Coach Heffernan at pheffernan@artsk12.org.

Basketball- We will also have a competitive junior high level (7-9) boys and girls basketball team in the fall. Students will be picked up at 3:15 at the 7-12 campus and brought to the K-6 campus for practice. Practice will be set on days as determined by the coach. There will be open gym times and a team camp in the summer. Ninth grade students who choose to take two art classes will play basketball on the high school team while students who choose to take one art class will play basketball on the junior high team. Students will play in games against different schools from October-March. Ninth graders will receive a PE credit for competing with the team. An athletic fee of \$100 is charged for basketball and students will need to get an athletic physical which will be offered at the school. If you have questions about this team, please contact Coach Frederking at afrederking@artsk12.org.

Archery- We will be continuing to have a competitive archery team in the fall and spring semesters. The practice time will be determined by Coach Green after try-outs have occurred in the fall. 7th-8th grade students will be picked up at 3:15 at the 7-12 campus and brought to the K-6 campus for practice. Practice will be set on days as determined by the coach. Students will shoot competitively against other schools in tournaments from January-April. Ninth graders will receive a PE credit for competing

with the team. Ninth grade students will be on the 9-12 (HS team) while 7th-8th grade students will be on the 6-8. (MS team) An athletic fee of \$50 is charged for archery. If you have questions about this team, please contact Coach Green at jgreen@artsk12.org.

Mountain Biking -- Our mountain biking team races competitively through the NICA organization. We will also be continuing to have a mountain bike team for students in grades 6-12. There will be a summer training schedule starting in July. Practices are three times a week starting the week of August 1: Sunday @ 4PM, Tuesday and Thursday @ 6PM. Racing season runs from September-November with four scheduled races on Saturdays or Sundays. Athletes must register with NICA to participate which costs \$60. Scholarships are available. If you are interested or have questions about this team, please contact Coach Blocker at aaamtb@artsk12.org

Senior High

Cross Country- We will be continuing to have a competitive high school cross country team in the fall. High school students will have practice starting at 7 AM during the fall semester. Students will have shower facilities available before the school day starts and after practice. Students will run in multiple meets during the fall semester and these meets typically occur on Saturday. Students will also be given a summer training program to get ready for the season. Cross country will not be a class but students will receive a PE credit for competing with the team. An athletic fee of \$50 is charged for cross country and students will need to get an athletic physical which will be offered at the school. If you have questions about this team, please contact Coach Heffernan at pheffernan@artsk12.org.

Basketball- We are starting a competitive high school basketball team in the fall and spring semesters. High school students will have practice starting at 4:45 at the K-6 campus. A bus will be coming by the HS campus at this time to pick up students who need a ride. Students will play in games against different schools from October-March. Students will have summer gym practice time and the team may attend a team basketball camp. Basketball players will receive a PE credit for competing with the team. An athletic fee of \$100 is charged for basketball and students will need to get an athletic physical which will be offered at the school. If you have questions about this team, please contact Coach Frederking at afrederking@artsk12.org.

Archery- We will be continuing to have a competitive archery team in the fall and spring semesters. The practice time will be determined by Coach Green after try-outs

have occurred in the fall. Students will shoot competitively against other schools in tournaments from January-April. Archers will receive a PE credit for competing with the team. An athletic fee of \$50 is charged for archery. If you have questions about this team, please contact Coach Green at jgreen@artsk12.org.

Mountain Biking -- Our mountain biking team races competitively through the NICA organization. We will also be continuing to have a mountain bike team for students in grades 6-12. There will be a summer training schedule starting in July. Practices are three times a week starting the week of August 1: Sunday @ 4PM, Tuesday and Thursday @ 6PM. Racing season runs from September-November with four scheduled races on Saturdays or Sundays. Athletes must register with NICA to participate which costs \$60. Scholarships are available. If you are interested or have questions about this team, please contact Coach Blocker at aaamtb@artsk12.org

4.56—EXTRACURRICULAR ACTIVITIES – SECONDARY SCHOOLS

Definitions:

“Academic Courses” are those courses for which class time is scheduled, which can be credited to meet the minimum requirements for graduation, which is taught by a teacher required

to have State licensure in the course or is otherwise qualified under Arkansas statute, and has a course content guide which has been approved by the Division of Elementary and Secondary Education (DESE). Any of the courses for which concurrent high school credit is earned may be from an institution of higher education recognized by DESE. If a student passes an academic course offered on a block schedule, the course can be counted twice toward meeting the requirement for students to pass four (4) academic courses per semester as required by this policy.

“Extracurricular activities” are defined as: any school sponsored program where students from one or more schools meet, work, perform, practice under supervision outside of regular class time, or are competing for the purpose of receiving an award, rating, recognition, or criticism, or qualification for additional competition. Examples include, but are not limited to, inter/intrascholastic athletics, cheerleading, band, choral, math, or science competitions, field trips, and club activities.

“Field Trips” are when individual students or groups of students are invited to programs or events when there is no competition and the students are not interacting with each other for the purpose of planning, qualifying, or arranging for future programs or for the purpose of receiving recognition.

“Interscholastic Activities” means athletic or non-athletic/academic activities where students compete on a school vs. school basis.

“Intrascholastic Activities” means athletic or non-athletic/academic activities where students compete with students from within the same school.

Extracurricular Eligibility

The Board believes in providing opportunities for students to participate in extracurricular activities that can help enrich the student's educational experience. At the same time, the Board believes that a student's participation in extracurricular activities cannot come at the expense of his/her classroom academic achievement. Interruptions of instructional time in the classroom are to be minimal and absences from class to participate in extracurricular activities shall not exceed one per week per extracurricular activity (tournaments excepted)

2. Additionally, a student's participation in, and the District's operation of, extracurricular activities shall be subject to the following policy. All students are eligible for extracurricular activities unless specifically denied eligibility on the basis of criteria outlined in this policy. Any student who refuses to sit for a Statewide assessment or attempts to boycott a

Statewide assessment by failing to put forth a good faith effort on the assessment as determined by the assessment administrator/proctor, or whose parents do not send their student to school on the dates the assessments are administered or scheduled as make-up days shall not be permitted to participate in any non-curriculum related extracurricular activity. The student shall remain ineligible to participate until the student takes the same or a following statewide assessment, as applicable. The superintendent or designee may waive this paragraph's provisions when the student's failure was due to exceptional or extraordinary circumstances.

.3 Students falling under the provisions of this paragraph shall be permitted to attend curriculum related field trips occurring during the school day.

4 A student who enrolls in the district and meets the definition of "eligible child" shall be eligible to try out for an extracurricular activity regardless of the date the student enrolls in the District so long as the student meets all other eligibility requirements and the extracurricular activity is still ongoing.

A student and the parent or legal guardian of the student shall sign and return an acknowledgement of receipt and review of an information sheet regarding signs and symptoms of sudden cardiac arrest before the student may participate in an athletic activity and before each school year the student participates in an athletic activity.

No student shall be required to pay for individual or group instruction in order to participate in an extracurricular activity.

Interscholastic Activities

Each activity coach in the District shall post on its website its schedule of interscholastic activities, including sign-up, tryout, and participation deadlines, at least one semester in advance of those activities. A hard copy of the schedule shall be available upon request.

ACADEMIC REQUIREMENTS: Junior High

A student promoted from the sixth to the seventh grade automatically meets scholarship requirements. A student promoted from the seventh to the eighth grade automatically meets scholarship requirements for the first semester. The second semester eighth-grade student meets the scholarship requirements for junior high if he/she has successfully passed four (4) academic courses the previous semester.

The first semester ninth-grade student meets the scholarship requirements for junior high if he/she has successfully passed four (4) academic courses the previous semester.

The second semester ninth-grade student meets the scholarship requirements for junior high if he/she has successfully passed (4) academic courses the previous semester which count toward his/her high school graduation requirements.

Ninth-grade students must meet the requirements of the senior high scholarship rule by the end of the second semester in the ninth grade in order to be eligible to participate the fall semester of their tenth-grade year.

ACADEMIC REQUIREMENTS: Senior High

In order to remain eligible for competitive interscholastic activity, a student must have passed (4) academic courses the previous semester and either:

Have earned a minimum Grade Point Average (GPA) of 2.0 from all academic courses the previous semester.

STUDENTS WITH AN INDIVIDUAL EDUCATION PROGRAM

In order to be considered eligible to participate in competitive interscholastic activities, students with disabilities must pass at least four (4) courses per semester as required by their individual education program (IEP).

ARKANSAS ACTIVITIES ASSOCIATION

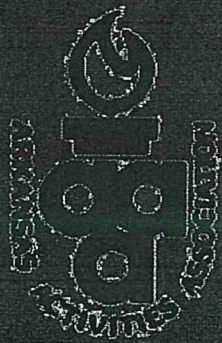
In addition to the foregoing rules, the district shall abide by the rules of AAA governing interscholastic activities. AAA provides catastrophic insurance coverage for students participating in AAA governed extracurricular activities who are enrolled in school. As a matter of District policy, no student may participate in a AAA governed extracurricular activity unless he or she is enrolled in a district school, to ensure all students are eligible for AAA catastrophic insurance. Intrascholastic Activities

AAA Governed Activities

Students participating in intrascholastic extracurricular activities that would be governed by AAA if they were to occur between students of different schools shall meet all interscholastic activity eligibility requirements to be eligible to participate in the comparable intrascholastic activity. The District will abide by the AAA Handbook for such activities to ensure District students are not disqualified from participating in interscholastic activities.

Non-AAA Governed Activities

Unless made ineligible by District policies, all students shall be eligible to participate in non-AAA governed intrascholastic extracurricular activities. Intrascholastic activities designed for a particular grade(s) or course(s) shall require the student to be enrolled in the grade(s) or course(s).



SPORTSMANSHIP MANUAL



Arkansas Activities Association
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North Little Rock, AR 72117
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www.ahsaa.org

The Arkansas Activities Association is committed to promoting the ideals of sportsmanship, integrity, and ethics at all levels of interscholastic competition. It is the responsibility of each member school to establish policies for sportsmanship and ethical conduct consistent with the educational mission and goals of that school and to continually educate students, coaches, teachers, parents, and all involved about those policies.

A. General

1. The Arkansas Activities Association defines sportsmanship as those qualities of behavior which are characterized by generosity and genuine concern for others.
2. Good sportsmanship is abiding by the rules of a contest and accepting victory or defeat graciously and to treat opponents with fairness and courtesy.
3. Interscholastic activities are an integral part of the educational curriculum and experience.
4. Education based activities provide an arena for participants to grow, to excel, to understand, and to value the concepts of sportsmanship. They provide an opportunity for coaches and school staff to teach citizenship, to build school pride, and to increase student involvement which translates into improved academic performance.
5. **Sportsmanship must be taught, modeled, expected, and reinforced in all education based activities.**
6. Removing a team from a contest which causes the event to be ended prematurely for any reason other than an emergency is prohibited. A coach who orders any team to cease play before an interscholastic event is completed unless agreed upon by both schools' administrations shall be suspended for the next comparable event.
7. Schools hosting events shall require officials such as scorers, judges, etc. to exhibit fairness by accomplishing their responsibilities in a competent manner without exhibiting emotion or becoming argumentative while observing recommendations of the AAA and AOA.
8. A student, coach, or spectator who physically assaults an official shall be expelled from the activity immediately and banned from further participation or coaching in all sports for one year from the date of the offense.
9. Any school representative who publicly criticizes an event official or an event official who publicly criticizes the performance of a school representative shall be subject to a penalty issued by the Arkansas Activities Association that could include warning, suspension, or probation. Public comments include all media outlets and social media platforms.

B. Administrators

1. Teach that secondary school activities are a vital part of the educational experience.
2. Have a plan for teaching, emphasizing, promoting and supporting good sportsmanship.
3. Should be alert and prepared to confront unsportsmanlike actions as they arise and are prepared to expel and/or prosecute any person who commits a misdemeanor or criminal act under the statutes of Arkansas or when such action at an event constitutes unsportsmanlike conduct.
4. Should prepare in advance to ensure proper seating arrangements for opposing students, support groups and fans to minimize potential conflicts.
5. Attend events and serve as a role model of good sportsmanship.
6. Communicate expectations regarding acceptable behavior before and during an event.
7. Maintain control of spectators, students and support groups.
8. Provide a safe environment for all education based activities.
9. Demonstrate respect and appreciation for game officials and the difficulty of the jobs they perform for our schools.
10. Maintain a safe environment for officials from the time they arrive until they have departed.

C. Coaches

1. Head Coaches are responsible for the conduct of all persons in the bench, sideline, or team area.
2. Should exemplify the highest moral character, behavior and leadership in support of the

mission of education based activities. .

3. Maintain strict adherence to the rules of the game.
4. Exercise self-control in a competitive environment..
5. Shall not publicly criticize game officials.
6. Shall not display antics clearly designed to incite the crowd in a negative manner.
7. Demonstrate that you care about all students, not just your own students.
8. Demonstrate respect and appreciation for game officials and the difficulty of the jobs they perform for our schools.

D. Student-Athletes

1. Exercise self-control in a competitive environment.
2. Display modesty in victory and graciousness in defeat.
3. Demonstrate respect and appreciation for game officials and the difficulty of the jobs they perform for our schools.
4. Avoid offensive gestures or language.
5. Show respect for public property and equipment.
6. Understand that the sportsmanship expectations extend from pre-game through post-game interactions.

E. Spectators

1. Engage in positive encouragement and support of their team without being rude, negative or derogatory to opponents.
2. Demonstrate respect and appreciation for game officials and the difficulty of the jobs they perform for our schools.
3. Shall not wear full face paint or mask. Small logos or insignias are allowed.
4. Shall not wear derogatory or suggestive slogans on apparel.
5. Stay off the playing area.
6. Shall not participate in negative, demeaning, or obscene yells.
7. Show respect for public property and equipment.
8. Must wear shirts. No bare chests are permitted.
9. Shall not throw any objects on the playing area.

F. Support Groups (Band, Cheer, Dance, PEP, etc.)

1. Engage in positive encouragement and support of their team without being rude, negative or derogatory to opponents.
2. Demonstrate respect and appreciation for game officials and the difficulty of the jobs they perform for our schools
3. Shall not participate in negative, demeaning, or obscene yells.
4. Show respect for public property and equipment.
5. Arrange performance times and expectations in advance.

G. Officials

1. Should embrace the competitive nature of the activity and demonstrate respect for all participants.
2. Should accept your role in an unassuming manner.
3. Should know the rules and apply them equitably at all times.
4. Should never show emotion, or argue with a player, coach or fan.

H. Outdoor Venues

1. Bands are not to be used to disrupt an opponent's play. At football games, bands and any component thereof, shall not play when either team is inside the twenty yard line.
2. The use of school controlled sound systems and school controlled noisemakers shall be restricted to pregame, halftime, postgame, after a score and timeouts.
3. The use of individual handheld noisemakers that do not require an external power source is allowed.
4. No handheld signs or balloons are allowed.

I. Indoor Venues

1. Bands, school controlled sound systems and school controlled noisemakers shall be

restricted to pregame, between quarters or sets, halftime, postgame and timeouts.

2. The use of artificial noisemakers is not allowed.
3. No handheld signs, balloons, poms, towels, megaphones, etc. are allowed.
4. Poms properly used by school spirit squads are allowed.

J. Public Address Announcers

1. Announcers shall not attempt to be bigger than the game or event by doing play-by-play or by providing commentary in an effort to draw attention to themselves.
2. Announcers shall understand that cheers and antics designed to incite the crowd for the purpose of gaining an advantage are inappropriate.
3. Announcers shall promote good sportsmanship by what they say and how they act.
4. Announcers shall treat the opponents and their fans as guests, not the enemy.
5. Announcers shall respect the individuals who are responsible for the conduct and administration of athletic games and events, such as coaches, officials, and administrators, and avoid making any comments that reflect positively or negatively on them.
6. Announcers shall be competent. This means following approved announcing guidelines, expectations and policies, such as emergency procedures, provided by the administration or the host facility.
7. Announcers shall be prepared, such as being familiar with the correct pronunciations of the participants' names, knowing the rules of the sport, the officials' signals and how the game is played.
8. Announcers shall exhibit professional behavior and represent their school, organization or association with respect and dignity at all times by what they say, how they act, and how they appear.

EJECTIONS

- A. A participant/coach/administrator/spectator is prohibited from participation and/or attendance (see notes 1, 2, and 3 below) from the point of ejection plus:
1. Football — next four (4) consecutive full quarters of comparable events.
 2. All other sports — next comparable event
- B. Second offense in same season:
1. Football — next eight consecutive full quarters of comparable events.
 2. All other sports — next two comparable events.
- C. Third offense in same season: Prohibited from participation for the remainder of same sport season and school placed on probation or warning. If there are fewer than 3 comparable games remaining in the season, the prohibition of participation carries over to the next same sport season to total at least 3 games.

Comparable event is defined as an event in the same sport that has already been scheduled and is at the same level of competition. If ejected from a varsity event, penalty shall be served at the next scheduled varsity event in that sport. If ejected from a JV event, penalty shall be served at the next scheduled JV event in that sport. If ejected from a benefit game, penalty shall be served at the next scheduled benefit game in that sport.

NOTE 1: Any student-athlete who is ejected may attend but may not participate in the next comparable event in that sport while serving the ejection penalty.

NOTE 2: Any coach who is ejected may not be present at the next comparable event venue or perform any coaching duties during the comparable event in that sport while serving the ejection penalty.

NOTE 3: Any spectator who is ejected may not attend the next comparable event in that

sport while serving the ejection penalty.

Ejection Appeal

An appeal of ejection must be filed through the school's authorized representative in writing on the ejection appeal form to the Executive Director. The Executive Director or designee will review writing on the ejection appeal form to the Executive Director. The Executive Director or designee will review the video on the next business day after the appeal is filed. A ruling on the appeal will be made within three business days of the filing. The ruling of the Executive Director or designee is final and may not be appealed to the Board of Directors. All periods of ineligibility (suspensions) remain in effect until such time that a ruling is rendered by the Executive Director or designee in writing. The school's authorized representative must also provide video or access to the video specific to the ejection. Video from outside sources may be utilized but must be submitted through the school's authorized representative. Submitted video should include only clips specific to the ejection. Full game films submitted will not be reviewed.

Video Review

- Only video involving an ejection may be reviewed.
- Reviewable ejections are limited to physical actions.
- Video review may be used to properly identify and eject any participant in a situation where it is possible that misidentification occurred.
- Video review may be used to properly identify participants in situations involving multiple participants involved in a fight, confrontation or ejection where circumstances prevent accurate reporting of the individuals involved. This could include identifying and ejecting individuals not previously identified or reported, including contest participants, non-participants, or coaches who enter the playing area during the incident.
- Video review may be used to assess the level of involvement in an incident.
- Video review must provide indisputable evidence to overturn the ejection.

Penalty for any violation of the sportsmanship manual may include forfeiture, warning, probation or suspension.

The tryout rule applies to team sports of football, basketball, volleyball, baseball, and softball.

NOTE: A tryout consists of athletic demonstrations relative to a specific sport in the presence of a coach, scout, or official representing an institution or club.

Rule 12. SCHOLARSHIP (ACADEMICS).

- A. **Junior High.** A student promoted from the sixth to the seventh grade automatically meets the academic eligibility (scholarship) requirements. A student promoted from the seventh to the eighth grade automatically meets the academic eligibility requirements for the first semester.

The second semester eighth grade student and the first semester ninth grade student meet the academic eligibility requirements for junior high by successfully passing four (4) academic courses the previous semester as specified by the Arkansas Department of Education's Standards for Accreditation of Arkansas Public Schools.

First semester ninth grade students must pass four academic classes to be eligible second semester of the ninth grade.

Ninth grade students must meet senior high academic eligibility by the end of the second semester in order to be eligible to participate the fall of their tenth grade year.

Students who have finished two semesters of the ninth grade must follow all senior high (10-12) academic requirements.

NOTE: After the second semester of the ninth grade, students who have not earned enough credits to be classified as a sophomore must meet the scholarship requirements for senior high (10-12) eligibility.

- B. **Senior High.** The requirement for senior high (10-12) eligibility shall include:
- Passing four academic courses; and
 - A minimum semester GPA of 2.0 for the previous semester.

The student must have passed four academic courses in the previous semester. Any of these four courses for which concurrent high school credit is earned may be from an institution of higher learning recognized by the Arkansas Department of Education.

1. Supplemental Instruction Program (SIP).

- a. To participate in interscholastic competition, students passing four academic courses but failing to meet the 2.0 GPA requirement must be enrolled in and attending 100 minutes per week a Supplemental Instruction Program meeting established criteria and approved by the AAA. The Supplemental Instruction Program must be submitted to the AAA office for approval prior to the start of the school semester.
- b. If a student's GPA drops below 2.0 at the end of any semester, the student must immediately enroll in and attend the SIP at the beginning of the next concurrent semester. If a student fails to enroll in the SIP at this time, the student must attain a 2.0 GPA to regain eligibility.
- c. In the first semester of SIP the student must meet the stated requirement (2.0) at the end of that semester in order to become fully eligible again OR meet the requirement to remain in the SIP one additional semester.
- d. To maintain eligibility under the Supplemental Instruction Program and be eligible to continue for a second semester, the student must show improvement of at least one tenth of one point in his/her GPA after the first semester of participation in the supplemental program. To continue to participate following the second semester in the SIP, the student must have reached the 2.0 GPA as well as passing four academic courses.
- e. Maximum participation in the SIP is two consecutive semesters. If the student does not achieve a 2.0 GPA within this period, the student will remain ineligible until a 2.0 GPA is achieved. A student who has been in SIP and regained eligibility by achieving a 2.0 GPA would be eligible to enter the SIP again later if passing four courses but not earning a 2.0 GPA.

2. Loss of Opportunity for Athletic Participation.

- a. During participation in the SIP, the student must have no unexcused absences for the current semester or its equivalent from the SIP or regular classes.

- b. The student must have no school disciplinary action for the current semester. The school may define school disciplinary action, but as a minimum the policy shall state that a student has been disciplined when being placed on suspension where the student is out of school for a period of time.
- c. The student must have no known felony convictions during a semester in which the student is in the SIP.
- d. If at any point the student falls out of compliance with any criteria listed above during the semester, the student will be immediately suspended from competition for the remainder of the semester. In order for the student to re-establish eligibility, he/she must pass four academic courses and achieve a 2.0 grade point average.
- e. If a student fails to participate in the supplemental instruction program during any semester, then eligibility can only be regained by the student passing four academic courses and earning a grade point average of 2.0 from all academic courses the previous semester
- 3. **Limitation.** A student is restricted to a maximum of two consecutive semesters in the SIP any time a student's GPA falls below a 2.0 for the previous semester.
- 4. **Academic Course Defined.** An academic course is one for which class time is scheduled, which can be credited to meet minimum requirements for graduation, which is taught by a teacher required to have state certification in the course, and which has a course content guide approved by the Arkansas Department of Education.

NOTE: P.E. may be considered an academic course for one full credit within the 21 minimum credits. The first time a P.E. grade appears on the transcript in grades 9-12 is when it will be considered an academic course.

- C. **Alternate Course Credit.** A student may satisfy the requirement by successfully completing the course(s) failed or courses(s) needed or equivalent course(s) in a summer term(s) or a correspondence course(s) approved by the Arkansas Department of Education for granting credit for graduation requirements. Such credit shall be applied to the previous semester.

NOTE: When the same course is repeated, the former grade may be replaced. When a substitute course is completed, the grade shall be added to the courses for the previous semester and the GPA recomputed.

- D. **Special Education (Handicapped).** A student must have earned passing grades in four academic courses of the I.E.P. for the previous semester. There is no GPA requirement for special education students.
- E. **Becoming Eligible or Ineligible.** A student may regain or lose academic eligibility the first day of classes in a new semester. Eligibility shall be determined twice per year, once at the beginning of the fall semester (August/September) and once at mid-term (December/January).

Rule 13. INELIGIBLE IN ANOTHER STATE.

- A. A student who is ineligible in any sport under the rules of the state association in the state of the student's domicile will upon transfer to any AAA member school be ineligible for interscholastic competition.
- B. If Arkansas's rules are less restrictive than the rules of the state where the student has been attending, the student may become eligible to participate in interscholastic competition in Arkansas upon the approval of the Executive Director.

Rationale - To prevent parents from shopping for a school in Arkansas when their child is ineligible in their home state.

Rule 14. PARTICIPATION ON NON-SCHOOL TEAMS.

A. Team Sports.

- 1. A student who is a member of a school's athletic team and who has engaged in interscholastic competition may not try out for, practice with, or otherwise participate with, or be a member of a non-school athletic team in the same sport, *in season*, without losing eligibility for up to a full year (365 days) from the date of such participation with the non-school team.
- 2. This limitation shall apply to the team sports of football, basketball, volleyball, baseball, softball, and soccer. However, a member of an interscholastic baseball, softball or soccer team may try out for or practice with a non-school team on days when the school team does not practice or play. This exception for baseball, softball and soccer shall not apply in weeks the school team is involved in AAA-sponsored championship tournaments.
- 3. Participation on a non-school athletic team in the same sport *in season* shall define *in season* as

the AAA established beginning date until the end of the state tournament in that sport for students in grades 10-12 and students in grade 9 who have participated interscholastically with the senior varsity team in the sports of football, volleyball, and basketball.

4. Students in grades 7-8 and students in grade 9 who have not participated interscholastically on a senior varsity team shall have the *end of season* defined as when their school's team is finished in each sport.
5. A member of an interscholastic spirit team may not compete on a non-school team during the interscholastic spirit season.

B. Non-School Teams.

1. During the school year, a school coach may not coach his or her school team in any out-of-season games.
2. Players from school teams may play in out-of-season leagues or games outside the season, but may not be school sponsored in anyway. These non-school teams may not use school equipment or uniforms. School transportation and facilities may only be used in accordance with school board policies as they relate to any other non-school groups using facilities or transportation.
3. A school team is defined as a team composed solely of players from one member school within a district or attendance zone, in the case of multiple junior or senior high schools within a district.
4. The definition of a non-school team includes one or more of the following:
 - a. A team affiliated with and scheduled for participation in an organized league.
 - b. A team participating against a team that meets criterion (1.) above.
 - c. A team identified by a name or a uniform, and which participates in contests independent from league affiliation.

NOTE: *The above rule does not apply to Special Olympics.*

Rule 15. NATIONAL TEAM, OLYMPIC DEVELOPMENT PROGRAMS, AND INTERNATIONAL SCHOOL SPORT FEDERATION.

A. An exception to A1 above may be granted for participation:

1. With a national team (and the actual, direct tryouts for such), which is defined as one selected by the national governing body (NGB) of the sport on a national qualification basis, either through a defined selective process or actual tryouts, for the purpose of international competition which requires the entries to officially represent their respective nations, although it is not necessary that there be team scoring by nation; or
2. In an Olympic development program, which is defined as a training program or competition:
 - a. Conducted or sponsored by the United States Olympic Committee (USOC); or
 - b. Directly funded and conducted by the USOC member national governing body (NGB) on a national level (e.g. NGB national championship competition and the direct qualifications for such); or
3. Specifically authorized by a national governing body involving only athletes previously identified by the NGB as having potential for future participation in regional, national or international competition in the sport involved;
4. Provided in 1, 2, and 3 above:
 - a. Participation, if during the school year, is approved by the student's school administration, and the Arkansas Activities Association is notified in writing by the principal at least 30 days prior to the date of the program; and
 - b. The student makes prior arrangement to complete missed academic lessons, assignments, and tests before the last day of classes of the credit grading period in which that student's absence occurs; and
 - c. The student misses no AAA-sponsored athletic event involving a team in that sport.

Rationale – *The purpose of this rule is to prevent students from being adversely affected by conflicts in coaching philosophies during the school season and to prevent the health and well being of athletes from being negatively affected by over-participation.*

B. Participation in Individual Non-School Activities.

1. A student who is a member of a school's athletic program as a participant in a sport and who has engaged in interscholastic competition in that sport may enter non-school competition as an individual during or outside of the school season for that sport. These individual sports include: cross country, track, tennis, golf, swimming, wrestling, and bowling.
2. If a participant is school-sponsored, the activity must be sanctioned under Article II, Section 8, Rule 6, Sanction (Approval) of Events.

- B. Conference, Region, or State Events. The AAA shall have the rights and authority for controlling the scouting, filming, videotaping, or broadcasting, either by radio, television, or audio/video webstreaming, at all elimination events leading to a state championship endorsed or sponsored by the association, except those games approved by the AAA bylaws to be played as regularly scheduled events.

Rule 15. VENDORS. The AAA-approved merchandise vendor shall have exclusive rights to sell commemorative merchandise in connection with AAA regional and state championship athletic events involving all AAA-member schools. The AAA Board of Directors and staff will seek to identify responsible vendors and negotiate contracts with those vendors to produce and sell quality commemorative items and souvenirs for these events.

ARTICLE III ELIGIBILITY

SECTION 1. ATHLETIC COMPETITIVE ACTIVITIES

- A. Participation in competitive interscholastic activities as a part of a school's educational program is a privilege and not a right. The eligibility rules of this association are designed to promote the educational values derived from participation in interscholastic activities, prevent exploitation of youth by special interest groups, and to ensure that interscholastic activities shall remain an integral part of the educational program.
- B. Students wishing to participate in interscholastic activities shall have the opportunity to become eligible for these activities when they meet ALL eligibility rules. They will remain eligible for the opportunity to participate provided they do not: (1) exceed any limitations, (2) fail to meet any minimums, or (3) violate any other rules of the association. They may, however, regain their opportunity to participate at a later date by correcting any deficiencies that caused the ineligibility.
- C. Students who exceed the junior high age rule or junior high semester rule limitations may have the opportunity to be eligible for senior high activities.

NOTE: *Students who exceed the senior high age rule or the senior high semester rule limitations shall have no further opportunity to be eligible.*

- D. Eligibility rules apply to students in grades 7-12 inclusive; specific rules for junior high schools apply to students in grades 7-9 inclusive; specific rules for senior high schools apply to students in grades 9-12 inclusive. A ninth grade program is considered to be the varsity junior high team regardless of where the students are housed.

NOTE: *In the rules that follow, the singular includes the plural and the plural includes the singular as the context requires or permits. Where appropriate, personal pronouns refer to either gender.*

Rule 1. DOMICILE.

A. Public Schools.

1. A student's eligibility for interscholastic athletics shall be in the public school district of the parent's domicile. Refer to other domicile and transfer rules for limitations and situations. The AAA recognizes only one domicile for eligibility. A change in domicile consists of a complete and bona fide move from one domicile to another.
2. A student may meet the domicile requirement at another AAA member school after attending said member school for one calendar year (365 days from initial enrollment).
3. A student shall also meet the domicile requirement if the student receives a legal transfer (school board to school board) from one public school to another. Board to board transfers must take place by July 1 before a student enters grades 7-10.
4. For eligibility purposes, all transfers must take place by July 1 before a student enters grades 7-10 and require that CSAP forms be signed for public and boarding schools.
5. Students transferring after July 1 prior to entering the 10th grade year shall not be eligible for one calendar year (365 days) unless there is a bona fide move from one public school district into the public school district that the student will be attending.
6. When a public school is closed, any student from the closed school may transfer by school choice or legal transfer (school board to school board) by July 1 of the calendar year in which their resident district is closed and shall be eligible to participate in extracurricular activities. If the

transfer is by school choice, the CSAP form has to be completed and filed with the receiving district and AAA.

B. Nonpublic Schools.

1. Students who enroll at a nonpublic school must do so by July 1 before entering the 7th grade to be immediately eligible for interscholastic athletic participation. When a nonpublic school does not offer enrollment for grades 7 and/or 8, the student may become immediately eligible by enrolling by July 1 prior to the lowest grade offered by that school provided the CSAP form is signed. Students enrolling in a nonpublic school after the period provided for immediate eligibility above shall be ineligible for 365 days.
2. After July 1 prior to entering the 7th grade year, a student whose parents live outside a 25-mile radius of a nonpublic school must make a bona fide move within a 25-mile radius of the school that the student will attend to become eligible.
3. To allow a ninth (9th) grade student who attends a AAA member private school that does not offer grades ten through twelve (10-12) to participate on an athletic team during the spring semester at the public school district of the parent's domicile.

The private school must not field a team in baseball, softball, or soccer. The student must meet the participation requirements by the school district in which the student seeks to participate. *On July 1, 2021 this rule will be nullified.*

- C. Complete and Bona Fide Change of Domicile.** Under the domicile rule, a complete (total) and bona fide change of domicile (move in good faith) shall occur when a student's parent(s) abandons their former home as a domicile and makes a permanent move into a home that is their sole domicile in another school district/attendance zone. A change of domicile shall be made with the intent that it is permanent.

Two legal domiciles shall not be allowed for eligibility purposes under the complete and bona fide change of domicile rule.

A change of domicile for the purpose of creating interscholastic athletic eligibility shall not be considered a complete and bona fide change of domicile and the student shall be declared ineligible at all AAA schools for one (1) calendar year.

Under the domicile rule, when a complete and bona fide change of domicile is made, the student may remain at the AAA school he/she has been attending and shall retain his/her eligibility, if he/she has been in attendance at the school for at least one (1) calendar year and has not enrolled in another school during this time.

Determination of what constitutes a complete and bona fide change of domicile shall depend upon the facts of each case, but in order for a change of domicile to be considered complete and bona fide at least the following facts shall exist:

1. The original domicile shall be abandoned as a domicile. It shall be either sold, in the process of being sold, or rented to a non-family member on a long-term lease (1 year).
2. It shall not be used as a domicile by any member of the family.
3. If the original domicile is not in the process of being openly advertised for sale or rent, the family shall have all the utilities disconnected in this domicile.
4. The parent(s) or family shall take all personal belongings, household goods, and furniture unless the original domicile is rented furnished and a legal lease agreement shall state exact furniture/ items to remain in the domicile.
5. The parent(s) shall change their mailing address to the new address, assess property in the new district, register to vote in the new district, change all records to the new address, secure insurance covering property at the new address, place utilities in their name at the new address, register automobiles and/or boats at the new address, change their drivers license to the new address, stop mail delivery at the previous address, and completely abandon their relationship to the previous domicile.

D. Legal Attendance.

1. A student's eligibility for interscholastic athletics with respect to the domicile rule may be in the public school that the student is legally attending provided the transfer was by July 1 before a student enters grades 7-10 and the CSAP form has been completed and filed with the receiving district and AAA.

2. Domicile, transfer, and legal attendance rules apply only to students whose parents reside in the state of Arkansas, transfer within the state of Arkansas, or meet the Changing Schools / Athletic Participation (CSAP) guidelines. CSAP forms may only be used by schools within the state of Arkansas.
- E. **Non-school Coach.** A student transferring, moving, or for any reason attending a new school where the student's non-school coach is a school coach, or is anyone assisting in any capacity with the coaching or training of the school team, is presumed to be attending for athletic purposes if the student participated in athletics the previous year.
- F. **Transfers.**
1. A student changing schools under the **Freedom of Choice** law, transferring other than a legal transfer (school board to school board) or any circumstance other than public school domicile rules 1 through 6 above, is assumed to have changed schools for athletic purposes if the student participated in athletics the previous year.
 2. **Same Sport Season.** A student changing schools for any reason who has been a member of an athletic team may not participate in the same sport at the receiving school during the same defined sport season.
 3. To gain eligibility through the legal attendance rule, the non-school coach rule, or the transfer rule, the following criteria must be met by using the CSAP (Changing Schools/Athletic Participation) form.
- G. **CSAP Forms.**
1. A Changing Schools/Athletic Participation (CSAP) document stating that the student was not recruited and did not change schools for athletic purposes must be signed **prior to participation** by:
 - a. The superintendent or designated administrator of the previous school.
 - b. The superintendent or designated administrator of the new school.
 - c. The parent(s) or legal guardian(s), witnessed by the new (receiving) school's administrator or a notary public.
 2. CSAP forms may only be used for eligibility of public school students and boarding school students who are enrolled in the receiving school by July 1 before a student enters grades 7-10.
- H. A student meeting all eligibility requirements except the transfer requirements shall be eligible to participate in junior varsity competition as long as the JV CSAP form is signed by both school administrations before the student participates interscholastically.
- I. **Return to Resident District.** A student who transfers back to the public school district of his parent's domicile within the first eleven days of the fall or the spring semester of that district shall become eligible after attending one day of classes if the student would not be in violation of the Same Sport Season rule. (Bylaws, Article III, Section 1, Rule 1-6)
- NOTE:** *This rule does not apply to public charter schools because they do not have school district boundaries.*
- J. **Public Charter School.** For athletic eligibility purposes, a public charter school student must be enrolled by July 1 before a student enters grades 7-10 and requires that CSAP forms be signed. Students enrolling after July 1 prior to entering the 10th grade shall not be eligible for one calendar year (365 days).
- K. **Home School: Domicile District.** In accordance with ACT 1469 of 2013, a home school student shall be given the opportunity to try out for an athletic or non-athletic competitive activity or team in their resident public school district if the following criteria are met:
1. Inform the principal of the resident school district in writing of their request to participate in the interscholastic activity before the signup, tryout, or participation deadlines established for students enrolled in the resident school district.
 2. Inform the principal in the request that the student has demonstrated academic eligibility by obtaining: a minimum test score of the thirtieth percentile on The Stanford Achievement Test Series, Tenth Edition, or another nationally recognized norm-referenced test in the previous (12) months, or a minimum score on a test approved by the State Board of Education.
 3. In order to be eligible to participate, the student must be enrolled within the first (11) days of the fall or spring semester.
 4. Meets the same requirements as enrolled students in regards to practice times, required drug testing, permission slips, waivers, physical exams, and participation fees.
 5. The student cannot be required to be enrolled in more than (1) period per school day. The decision to require a student to be enrolled one period per school day is a school district decision.

The student must be enrolled at least one period a day for the school to receive state funding and for the student to be covered by the catastrophic insurance.

6. Be transported by the resident school district to and from interscholastic activities as the resident school district transports other students who are enrolled in the resident school district.
7. If the student withdraws from an Arkansas Activities Association member school to be home-schooled, the student shall not participate in an interscholastic activity in the resident school district for a minimum of (365) days after the student withdraws from the member school.

Go to: <http://www.arkleg.state.ar.us/SearchCenter/Pages/historicalact.aspx> for a complete version of the ACT. Type in "1469" in the "Act Number" box and press enter.

- L. **Home School: Public to Public Transfer.** In accordance with ACT 592 of 2017, a home school student may participate in interscholastic activities at a public school other than the home-schooled student's resident public school by mutual agreement between the resident public school and any other public school where the home schooled student wishes to participate.
1. The home-schooled student may participate in an interscholastic activity that is not an athletic activity immediately upon being approved to participate.
 2. The student cannot be required to be enrolled in more than (1) period per school day. The decision to require a student to be enrolled one period per school day is a school district decision. The student must be enrolled at least one period a day for the school to receive state funding and for the student to be covered by the catastrophic insurance.
 3. The home-schooled student may participate in an interscholastic activity that is an athletic activity one (1) calendar year after being approved to participate.
 4. The home-schooled student may begin participating in an interscholastic activity that is an athletic activity immediately upon being approved to participate if the home-schooled student is approved to participate by July 1 of the school year the home-schooled student will be enrolled in the 7th grade.
 5. If the student withdraws from an Arkansas Activities Association member school to be home-schooled, the student shall not participate in an interscholastic activity or a minimum of (365) days after the student withdraws from the member school.
- M. **Home School: Private School.** In accordance with ACT 453 of 2017, a home-schooled student may participate in interscholastic activities at private schools if:
1. The home-schooled student lives within a twenty-five miles radius of the private school.
 2. The student cannot be required to be enrolled in more than (1) period per school day. The decision to require a student to be enrolled one period per school day is a school district decision. The student must be enrolled at least one period a day for the student to be covered by the catastrophic insurance.
 3. The home-schooled student may participate in an interscholastic activity that is not an athletic activity immediately upon being approved to participate.
 4. The home-schooled student may participate in an interscholastic activity that is an athletic activity one (1) calendar year after being approved to participate.
 5. The home-schooled student may begin participating in an interscholastic activity that is an athletic activity immediately upon being approved to participate if the home-schooled student is approved to participate by July 1 of the school year the home-schooled student will be enrolled in the 7th grade or a grade that is the lowest grade offered by the private school.
 6. If the student withdraws from an Arkansas Activities Association member school to be home-schooled, the student shall not participate in an interscholastic activity for a minimum of (365) days after the student withdraws from the member school.

Rule 2. DISTRICT CONVERSION CHARTER SCHOOL. Any student that is enrolled in a public school approved as a school of innovation pursuant to Ark. Code Ann. SS6-15-2801 et seq. or authorized as a district conversion charter school pursuant to Ark. Code Ann. SS 6-23-101 et seq. may, at the discretion of the local school board of directors, be eligible to attend any class, academic program, or participate in any extracurricular activity or program offered by another school in the district, if the public school in which the student is enrolled does not offer the same or similar class, academic program, or extracurricular activity program.

The school of innovation or district conversion charter school shall participate at the same classification as the highest classified school in the district.

Rule 3. ELIGIBILITY IN OTHER SITUATIONS.

A. **Foreign Student Eligibility.** A foreign student attending an AAA member school may be eligible for competitive interscholastic participation for a maximum of one school year or two consecutive semesters under ONE, but not both, of the following circumstances.

1. **J-1 Visa.** A foreign student who holds a valid J-1 Visa and who is in a recognized exchange program must meet all eligibility rules except the domicile requirement, which shall be waived the first year of school attendance in the United States. Recognized exchange programs are those listed for the current year on the Council of Standards for International Education Travel (CSIET) Advisory List. Such students shall be eligible for only one school year beginning with their initial enrollment.
2. **F-1 Visa.** A foreign student who holds a valid F-1 Visa and who attends an AAA member school shall not be eligible for interscholastic competitive participation until he meets the domicile rule requirement established after attending said member school for one calendar year (365 days from initial enrollment). Such students shall be eligible for only the next two consecutive semesters. The student must also meet all other eligibility requirements.

NOTE 1: *Additional periods of eligibility shall not be recognized when a student extends school attendance under a different visa or for any other reason. Eligibility requirements also include: bona fide student, dropout, semester, age, amateur, tryout, and scholarship (academic) rules.*

NOTE 2: *A foreign student who has graduated in his home country shall not be eligible.*

NOTE 3: *Foreign student eligibility applies to athletic competition.*

NOTE 4: *The AAA will only recognize the legal adoption of a foreign student that occurs in a U.S. court.*

B. **Foreign Student Residency.** No member of the school's administration, coaching staff, or athletic director, paid or voluntary, shall serve as the host family for any foreign students who participate in athletics.

C. **Legal Adoption.** A student legally adopted and attending school in the district in which his adoptive parents reside meets the domicile requirement.

D. **Parental Custody.**

1. A student whose parents are divorced or legally separated meets the domicile requirement in the district in which the parent having primary legal custody resides.
2. In the case of joint custody, the student is eligible in the district of the parent with whom the student is living at the beginning of the school year.

NOTE 1: *A legal separation is one requiring court action by a judge.*

NOTE 2: *Legal guardianship cannot be used for eligibility purposes.*

E. **Boarding School.** A student residing at a school consisting 50% or more boarding students meets the domicile requirement when enrolling in school by July 1 prior to entering grades 7-10. If a student is coming from an Arkansas school, CSAP forms must be signed.

F. **Training Schools.** A student attending the training schools operated by the State of Arkansas or privately operated schools recognized by state courts or social services as serving the same purpose as a training school meets the domicile requirement on his initial enrollment in the public school assigned by these institutions.

G. **Arkansas Virtual Academy.** The eligibility for interscholastic athletics and activities for students of Arkansas Virtual Academy, Arkansas Connections Academy or any other virtual school located in the state of Arkansas and approved by the Arkansas State Department of Education shall be in the public school district of the parent's domicile provided the student meets all AAA eligibility rules with the exception of the bona fide student rule.

NOTE: *The student must be enrolled at least one period a day in the AAA-member public school district of the parent's domicile to be covered by the AAA catastrophic insurance.*

H. **School Board Actions Recognized.**

1. When a school district board of education with multiple middle or junior high or senior high schools makes specific assignments or defines attendance zones, the student meets the domicile requirement at the school specified by the assignment or in the school zone of his parents' domicile if the assignment takes place by July 1 before a student enters grades 7-10.
2. After July 1 prior to beginning the 10th grade year, parents in districts having multiple high schools must make a bona fide move into the attendance zone of the school that the student will attend for the student to become eligible.

3. When a school's board of education discontinues a nonpublic school, a student meets the resident requirement in the district of his parent's domicile or at another private school in the area.

- I. **Providing Incorrect Domicile Information.** If a parent or guardian either knowingly or unknowingly provides incorrect information concerning a student's domicile, the association may declare the student ineligible for athletic competition with any AAA member school for a period of up to 365 days from the date of the action on ineligibility.

NOTE: *If false domicile information is provided to the school, the school may not be required to forfeit games.*

J. **Transfers Involving Nonpublic/Nonmember Schools.**

1. **From Public to Nonpublic School.**

- a. A student transferring from a public school to a nonpublic school may meet the domicile requirement and be immediately eligible for interscholastic athletic participation if the student enrolls by July 1 before entering the 7th grade. When a nonpublic school does not offer enrollment for grades 7 and/or 8, the student may become immediately eligible by enrolling by July 1 prior to the lowest grade offered by that school provided the CSAP form is signed. Students enrolling in a nonpublic school after the period provided for immediate eligibility above shall be ineligible for 365 days.
- b. After July 1 prior to entering the 7th grade, a student whose parents live outside a 25-mile radius of a nonpublic school must make a bona fide move to within a 25-mile radius of the school that the student will attend to become eligible.

NOTE: *CSAP procedures as listed in the AAA Handbook (Bylaws, Art. III, Section 1, Rule 1G) must be followed if the student participated in athletics the previous year.*

2. **From Nonpublic to Nonpublic School.**

- a. A student transferring from one nonpublic school to another nonpublic school may meet the domicile requirement and be immediately eligible for interscholastic athletic participation if the student enrolls by July 1 before entering the 7th grade. When a nonpublic school does not offer enrollment for grades 7 and/or 8, the student may become immediately eligible by enrolling by July 1 prior to the lowest grade offered by that school provided the CSAP form is signed. Students enrolling in a nonpublic school after the period provided for immediate eligibility above shall be ineligible for 365 days.
- b. After July 1 prior to entering the 7th grade, a student whose parents live outside a 25-mile radius of a nonpublic school must make a bona fide move to within a 25-mile radius of the school that the student will attend to become eligible.

NOTE: *Students transferring to nonpublic schools who do not meet the nonpublic transfer rule, may become eligible after attending the nonpublic school for one year, (365 days).*

3. **From Nonmember to AAA Member School.**

- a. A student attending a non-member school in Arkansas (including a home-schooled student) who returns to the public school district of his parents' domicile shall become eligible immediately after attending one day of classes.
- b. A student meets the domicile requirement upon transferring to an Arkansas nonpublic member school if the student has attended one full year at the non-member school in Arkansas and if the transfer occurs by July 1 of that school year.

Rule 4. PENALTY FOR USE OF INELIGIBLE PLAYER.

- A. The use of any ineligible participant/student in any interscholastic contest will result in one or more of the following actions based upon the facts and findings:
1. Forfeiture of the contest
 2. The specific sport during which the ineligible player was used will be placed on probation status for up to one (1) calendar year
 3. The ineligible participant/student may be suspended from further competition and any activity, as determined by the Executive Director
 4. The school may be fined up to \$500.00
- B. In determining the penalty concerning the use of an ineligible participant/student, the Executive Director may consider whether the participant/student had a significant impact on the game. What is a significant impact will vary with the sport and circumstances of the contest; however, such facts as follows will be among the items considered:
1. Amount of participation

extend up to a year (365 days) from the date of violation, but the school may participate in regular season events.

B. Probation.

1. A school shall forfeit all games played or awards received during the period of violation. The school may not compete for a championship, rating, or award in the sport or activity involved during the time period it is placed or continues on probation.

Such penalty may extend up to a year (365 days) from the date of violation but the school may participate in regular season events.

2. As an alternative, the school may reduce the penalty of probation to a warning by suspending a school employee or student causing the violation for a length of time designated by the AAA and for duties or privileges of attendance, supervision, coaching, practicing, or playing in the activity or sport involved.

Suspension of such individuals shall not exceed the time prescribed for the probation or warning period.

- C. Suspension.** A school shall forfeit all games played or awards received during the period of violation. The school may not participate in a regular season schedule nor participate in any invitational, district, regional, or state events during the suspension period.

Such penalty may extend up to a year (365 days) from the date of violation.

- D. Expulsion.** A school shall forfeit all games played or awards received during the period of violation. The school or individual may not participate in any interscholastic activities after being expelled.

NOTE: *The Governing Body shall have exclusive power to expel a school from the association by a two-thirds vote.*

- E.** In the event a penalty specified in paragraphs A-D above requires forfeiture, the offended participant or team shall receive the same forfeit as defined by the approved rules book for the forfeit of events or games due to violations of rules in the sport involved.
- F.** If a violation requiring a penalty of forfeiture is discovered after an event has occurred, any award received by the offender shall be awarded to the next finisher in individual sports or to the last team offended in team sports.
- G.** If a student is ineligible according to AAA rules but is permitted to participate in interscholastic competition contrary to such AAA rules but in accordance with the terms of a court restraining order of injunction against that student's school and/or AAA, and that injunction is subsequently voluntarily vacated, stayed, reversed, or finally determined by the courts that injunctive relief is not or was not justified or expires without further judicial determination, those penalties stipulated in Rule 4A, B, C, D, E, or F may be imposed.

SECTION 5. CLASSIFICATION OF SCHOOLS

Rule 1. SENIOR HIGH CLASSIFICATION CYCLE. The classification cycle shall recur in each two-year period in which schools are assigned to a conference. The cycle begins with an even school year (2016-2018, etc.). The classification of schools for sports in the senior high division shall be based upon the October 1 enrollment report to the ADE in grades 9-11.

The enrollment from public schools shall be taken from the school's report filed with the ADE and shall be a three-year average of the October 1 enrollment.

Rule 2. The ADM of schools with students all of one gender shall be doubled for classification purposes. The nonpublic school enrollment figures shall be taken from a school's report to ANSAA and shall be a three-year average of the October 1 enrollment. Nonpublic schools having 80 or more students in grades 9-11 shall be moved up one class when classifying schools.

In determining the classification and alignment of a non-public school, the non-public school may petition to move to a higher classification than assigned. Non-public schools petitioning to move to a higher classification must petition each cycle. All sports will be included in the petition. Non-public schools petitioning to move to a higher classification may consider:

- Geographic factors
- Population density
- Competitive factors relating to the petitioning school

The petition must be filed with the Executive Director of the AAA in writing within 20 working days after the release of the new classification numbers.

If a non-public school petitions and is approved by the AAA Board of Directors to move up in classification, a public school must be approved by the AAA Board of Directors to move down a classification in order to fulfill the classification requirements.

Rule 3. CLASSIFICATIONS. Refer to each sport.

All classifications are a statewide organization not assigned to an activity district, but supervised directly by the AAA Board of Directors. Schools shall be assigned to the activity district compatible with each school's geographic location by county.

Rule 4. Schools whose enrollment is made up entirely of students selected on the basis of academic excellence shall participate with schools of the largest state classification in academic contests.

Rule 5. JUNIOR HIGH. Junior high schools shall be classified the same as their parent school except that schools not located within the principal population area (wing schools) may classify according to ADM of grades 7-9 instead of 10-12.

Rule 6. ISOLATED SCHOOLS. An isolated school may request to move up in classification to alleviate excessive travel. If allowed to move up, adjustments must be made to maintain classification numbers. An isolated school shall be defined as any school whose conference one way travel averages 200 miles or more.

Rule 7. CLASSIFICATION OF SCHOOLS. When two districts have been annexed and keep two high schools and one high school does not offer a particular sport and the two schools combine to participate in that sport, the schools must play at the higher classification of the two schools.

NOTE : *When schools consolidate, enrollment numbers from each school will be combined for classification purposes.*

SECTION 6. ATHLETIC CONFERENCES

Rule 1. ASSIGNMENT TO CONFERENCES. The AAA Board of Directors assigns schools geographically to conferences for each two-year cycle. Schools may be in a conference other than indicated by the location of their county in an activity district.

A. In the event a conference has fewer than four schools declaring and participating in any sport, the Board of Directors of the AAA shall assign such schools to adjacent conferences for participation in meets, tournaments, play-offs, etc. The Board of Directors may assign schools from adjacent conferences to such a conference if approved by the school(s) being reassigned. Such assignments will be for one sport only, and the term shall coincide with the two-year classification cycle. In making these assignments, the committee shall attempt to keep the size of the conferences equalized and at the same time avoid excessive travel.

NOTE: *When such assignments are made, the schools participating shall be responsible for determining fees necessary for conducting the meet, purchasing awards, etc., and fees as agreed upon by the majority shall be paid to the director of the event before a school is eligible to compete in the activity.*

B. Classification groups, when approved by the AAA Board of Directors, may organize on a statewide basis for selected athletic activities, and such groups shall not be assigned to activity districts for administrative purposes in these sports, but shall be responsible directly to the AAA Board of Directors.

C. A member school shall be permitted to change from one conference to another if it does not exceed the limitation on numbers, upon consent of each of the conferences involved by a two-thirds majority

vote. A school shall make a written request for the AAA to conduct such a ballot. This shall apply to all sports in which the school participates that are under the jurisdiction of the conference.

- D. A member school may petition the AAA Board of Directors for assignment to a classification higher than the one indicated by its average daily membership report. Upon approval of this request, the Board of Directors will assign such a school to a conference in the new class.
- E. Any school choosing to participate independently from their conference assignment in any sport shall be required to participate independently in ALL sports offered by their school.

Rule 2. CONFERENCE ADMITTANCE. Schools shall only be admitted to a conference, district, or region in team sports at the beginning of a classification cycle before the AAA Board of Directors finalizes approved conferences for the new classification cycle.

Rule 3. CONFERENCE AUTHORITY.

- A. Conferences shall organize, elect officers, and adopt rules and regulations to conduct conference interscholastic events as provided by the AAA Handbook. Such rules and regulations may be more restrictive, but not less restrictive than and not in conflict with the rules and regulations of the AAA constitution and bylaws.
- B. Each conference shall be responsible for furnishing awards.
- C. Each conference shall make regular financial reports, at least annually, to its member schools.
- D. Conferences shall have the responsibility of working with schools to see that schedules are arranged prior to June 1 in football and October 1 in basketball so that each new school may have the opportunity of playing the required number of games. The conferences shall have the responsibility to set the date of the first game to be counted for the championship.

Rule 4. DETERMINING ROUND-ROBIN CHAMPIONS.

- A. Conferences may use round-robin scheduling for determining conference champions, certifying teams to state events, or seeding of tournaments on a percent basis of games won and lost if two-thirds of the conference schools approve.
- B. Any school failing to schedule a conference opponent or refusing to play a conference opponent during the regular season or in district tournament play without just cause shall forfeit the contest and shall not be eligible to compete for a championship in the sport. Any school refusing to play in a regional tournament without just cause shall forfeit the contest and will not be allowed to advance to the next round of championship play.

The AAA director may approve a substitute game with a school of equal or higher classification prior to the beginning of the season for a school that establishes just cause for failure to schedule.

- C. In the event a game that is a part of the conference round-robin schedule to be used for certification of teams or seeding of a tournament is unavoidably postponed and cannot be rescheduled before the date the schedule is to be completed, the placement of the teams who failed to play the required game(s) in the final order of standings shall be accomplished by two computations. First, the teams shall be placed in order on the basis of round-robin games actually played. Then each team shall be charged a loss of each game not played and the standings order adjusted accordingly. In the event the latter adjustment causes the team(s) involved to tie with another team(s) in the order, the procedure for breaking ties shall be applied to choose the team to receive the higher placement.
- D. Conferences may also use round robins to certify the winner to a state event and in basketball may require a tournament for certification of the other team(s).
- E. Junior high conference champions shall be determined by regular season records when a double round robin format is used. No junior high conference tournament shall be permitted following regular season double round robin play.

SECTION 7. CLASSIFICATION OF STUDENTS

Rule 1. Ninth grade students may participate in all high school activities regardless of their grade placement or where they are housed provided they are in the same attendance zone and the principals of both involved schools agree.

AMENDMENT NO.4 TO FOOD SERVICES MANAGEMENT AGREEMENT

THIS AMENDMENT NO. 4, dated July 1, 2021, and effective July 1, 2021, by and between Arkansas Arts Academy ("District") and Aramark Educational Services, LLC, a Delaware limited liability company ("Aramark"), amends that certain Food Services Management Company Request for Proposal/Invitation for Bid and Contract (as amendment from time to time, the "Agreement"), pursuant to which Aramark provides management services to the District in connection with the operation of the District's non-profit school food service operation.

WHEREAS, the District and Aramark desire to extend the Agreement subject to the changes set forth hereafter.

WHEREAS, the parties desire to amend the Agreement as set forth herein, effective July 1, 2021.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree that, in accordance with Section I.A thereof, the Agreement shall be amended as follows:

1. **Duration of Contract:** The first sentence of Section I.A is deleted in its entirety and replaced with the following:

"A. ***Duration of Contract.*** This contract shall be for a period of up to one year, beginning on July 1, 2021, and ending June 30, 2022, with up to 0 one-year renewals remaining."
2. **Administrative Fee per Meal/Lunch Equivalent:** The Administrative Fee Per Meal/Lunch Equivalent listed in the first box in Section I.R.3, "Payment Terms/Method, Cost-type contract," is deleted and replaced with the following: \$0.1645.
3. **Management Fee per Meal/Lunch Equivalent:** The Management Fee Per Meal/Lunch Equivalent listed in the second box in Section I.R.3, "Payment Terms/Method, Cost-type contract," is deleted and replaced with the following: \$0.0498.
4. **Aramark Guarantee:** The Financial Guarantee set forth in Aramark's proposal, which is part of the Agreement, is amended by replacing the Financial Guarantee Section with **Attachment A** hereto.

5. **Food Service Budget:** All prior budgets are deleted in their entirety and replaced with the School Year 2021-2022 Fixed Meal Rate Food Service Budget attached hereto as **Exhibit C**.
6. **Agreement to Remain in Effect:** The Agreement shall remain in full force and effect in all other respects. This Amendment No. 4 shall be attached to, and become a part of, the Agreement.

In Witness Whereof, the parties have caused this Amendment No. 4 to be signed by their duly authorized representatives the day and year first above written.

Arkansas Arts Academy

Aramark Educational Services, LLC

By: 

Name: Richard Burrows

Title: District CEO

By: 

Name: David Parsonage

Title: Regional Vice President

*Attachment A***Terms for Aramark's Guarantee for the 2021/22 School Year
Arkansas Arts Academy****1. Aramark Guarantee:**

FSMC estimates that the projected surplus for the 2021/2022 School Year ("Current Year") shall be at least \$0 (the "FSMC Guaranteed Return") for those items of revenue and expense set forth in the Food Service Budget attached as **Exhibit C**.

2. FSMC Reimbursement:

FSMC agrees to reimburse SFA for the amount, if any, by which SFA's Surplus is less than the FSMC Guaranteed Return for the Current Year ("SFA's Shortfall") up to the amount of \$5,000.00. SFA shall be responsible for the balance of the SFA's Shortfall. The term "SFA's Surplus" shall mean the amount, if any, by which SFA's actual Total Revenues for the Current Year exceed SFA's actual Total Expenses for the Current Year.

3. Reimbursement Conditions and Assumptions:

FSMC's obligation to reimburse SFA in accordance with Paragraph 2 above shall remain in effect only during the Current Year and is contingent upon the following conditions and assumptions remaining in effect for the Current Year:

- a. Reimbursement rates for Food Service Program meals for the Current Year shall increase by percentages at least equal to the percentage increases experienced for the 2020/2021 School Year ("Prior Year") by day part and meal type.
- b. Neither the value, mix, nor quantity of government donated commodities received shall change from the prior school year so as to increase actual food costs over the level of projected food cost set forth in **Exhibit C**.
- c. There shall be at least 178 full service days where breakfast and lunch are served, respectively, for the Current Year.
- d. The average daily student enrollment for the Current Year shall be at least 1,142.
- e. The cost of wages, salary, and fringe benefits for the food service operations employees or the number of such employees shall not exceed such levels as set forth in **Exhibit C**. FSMC's reimbursement obligation is based on the Federal and State minimum wage laws and health care benefit rates, laws, and regulations including, without limitation, any prevailing wage rates and laws in effect as of January 1, 2021. Should the minimum wage or health and welfare benefit rates be increased above the January 1, 2021, level pursuant to any Federal, State, or local law or regulation, or should FSMC's costs increase due to causes beyond FSMC's control, FSMC's

reimbursement obligation shall automatically be adjusted to cover increased costs resulting directly or indirectly from such increase.

- f. The actual costs charged to the Food Service Enterprise Account by the SFA shall not exceed the projected operating expenses as set forth in **Exhibit C**.
- g. Revenue from a la carte sales shall be at least equal to a la carte sales from the Prior Year.
- h. Food costs during the Current Year shall not increase by an amount greater than two percent (2%). Food costs will be measured by the yearly percentage change in the Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home Index ("CPI-FAH"), published by the U.S. Department of Labor.
- i. SFA and its representatives, including, but not limited to, the SFA liaison, school principals, teachers, and SFA employees shall fully cooperate with FSMC and its representatives in the implementation of the Food Service Program and any mutually agreed upon modifications to the Food Service Program, and shall not implement or change policies in a manner which negatively impact the Food Service Program.
- j. The ratio of students eligible to receive free and reduced price meals as compared to total student enrollment shall not decrease from those provided in the SFA's request for proposals.
- k. SFA and/or any facility affiliated with SFA shall neither hire any supervisory employee of FSMC, nor permit any supervisory employee of FSMC to be employed on SFA's premises or on the premises of any facility affiliated with SFA during the Current Year or for a period of 12 months subsequent to the Current Year (unless such employees were formerly employees of SFA) whether as an individual or as owner, partner, majority stockholder, director, officer, or employee of a food service provider. For the purpose of this provision, "supervisory employees" shall be defined as those persons who have directly or indirectly performed management or professional services on SFA's premises at any time during the Current Year or the 12-month period immediately preceding the Current Year.
- l. SFA will participate in all USDA Waivers as proposed by Aramark.

In the event any of the foregoing conditions or assumptions is not met during the Current Year, FSMC's reimbursement obligation shall be reduced by the amount of any increase in SFA's Total Food Service Costs or any reduction in Gross Receipts which is attributable to the changes in such conditions or assumptions. Furthermore, if during the Current Year SFA

requests a significant change in any phase of the Food Service program that results in a decrease in Gross Receipts or an increase in Total Food Service Costs from the amounts set forth in the Food Service Budget, FSMC shall advise SFA of its estimate of the increase in the Total Food Service Costs or decrease in Gross Receipts attributable to such requested change. Any budget, including the Food Service Budget, agreed to by FSMC and SFA shall be adjusted to reflect such estimated increase in Total Food Service Costs or decrease in Gross Receipts.

COST-REIMBURSABLE*To be completed by the School Food Authority (SFA)*

<u>School Year</u>	<u>2020- 2021</u>
Revenues:	
Cash Sales:	
Student Breakfast Sales	<u>\$16,438</u>
Student Lunch Sales	<u>\$151,943</u>
Student Snack Sales	<u>-</u>
Student a la carte Sales	<u>\$46,510</u>
Adult Sales	<u> </u>
Catering Sales	<u> </u>
Interest Income	<u> </u>
Concession Sales	<u> </u>
Vended Meal Sales	<u> </u>
Total Cash	<u>\$214,891</u>
State and Federal Reimbursement/Funding	
National School Lunch Program	<u>\$154,402</u>
School Breakfast Program	<u>\$30,603</u>
Afterschool Care Program	<u> </u>
Summer Food Service Program	<u> </u>
Seamless Summer Option	<u> </u>
State Matching Fund	<u>\$1951</u>
USDA Donated Foods Received	<u>\$0</u>
Other Funding	<u> </u>
Total Reimbursements	<u>\$186,956</u>
Total Revenues: = All Cash Sales + All Reimbursements	<u>\$401,847</u>
Expenses:	
Gross Food Costs	<u>\$148,616</u>
Food Delivery Costs	<u> </u>
USDA Donated Foods Used *	<u>\$0</u>
USDA Donated Foods Processing*	<u> </u>
(*Call USDA Donated Foods for information.)	
Total Food Costs	<u>\$148,616</u>

Labor Costs

[# FTE ([Full Time Equivalent) #PTE (Part Time Equivalent)]

Salaried Employees: #FTE _____ #PTE _____

Salaried employees (Attach an individual categorical breakdown for each FSMC and SFA employee) [# FTE ([Full Time Equivalent) #PTE (Part Time Equivalent)]

	FSMC	SFA
Base Gross Salary		
Educational Assistance		
Incentive Payments		
Bonus		
Merit Increase		
Retirement / IRA		
401K, 403(b) (7)		
Fringe Benefits		
Payroll Taxes		

Hourly Staff

	FSMC	SFA
Gross Salaries	152,816	
Fringe Benefits	24,898	
Payroll Taxes	20,545	

Other Payroll Costs

	FSMC	SFA
Worker's Comp.		
Other		

Total Labor Costs

(Add FSMC + SFA together)

\$198,259**FSMC Fees**

Administrative Fees Cost \$19,830
 Management Fee Costs \$6,001

Total Fees**\$25,831****Direct Costs – Subcategory Examples:**

	FSMC	SFA
Paper & Disposable Goods	\$15,421	
Replacements / Smallwares		
Contracted Labor – Specify		
Supplies - Cleaning		
Insurance Expense		
Telephone		
Office Supplies		
Postage		
Bank Deposit Services		
Uniforms & Laundry		
Other Delivery & Freight/Nonfood		
Advertising, Promotions & Menus		
Marketing/Franchise & Decor		
Equipment Repair		
Licenses		
Employee Travel		
Security background check		
Miscellaneous - Specify	\$28,581	

Total Direct Costs

FSMC	SFA
<u>\$40,002</u>	

Total Direct Costs (FSMC + SFA)

\$44,002

Indirect Costs – Subcategory examples include:

	FSMC	SFA
Technology Expense		
Technology Allocated Charge		
Other Technology Charge		
Insurance Allocated Charge		
Other Allocated Charges		
Franchise Charges		
Trademark Charges		
Other Indirect Cost Categories		

Total Indirect Costs

FSMC	SFA

Total Indirect Costs
(FSMC + SFA)

Total Discounts, Rebates, Applicable
Credits, allowances or incentives from FSMC
Suppliers credited to the SFA

(14,861)

Total Expenses

EXPENSES	AMOUNT TOTAL
All Food Costs	\$148,616
All Labor Costs	\$198,259
All Fees	\$25,831
All Direct Costs	\$44,002
All Indirect Costs	\$0
Total Discounts, Rebates, Credits, Allowances or Incentives from FSMC Suppliers credited to SFA	(\$14,861)
Total Expenses	= \$401,847

Surplus / Subsidy = Total Revenues – Total Expenses

(0)

FSMC Guaranteed Return
FSMC Guaranteed Break Even
FSMC Guaranteed Subsidy

\$ _____
Yes
\$ _____

Methodology for Calculation of Increase in
Management Fee and General and Administrative Expense

Aramark has utilized the following methodology in calculating the increase in its Management Fee and General and Administrative Expense for the 2021-2022 school year.

Aramark's General and Administrative Expense and Management Fee were increased by a percentage equivalent to the percentage change in (CPI - U) Food Away From Home – All Urban Consumers ("CPI") from February, 2020, to February, 2021 as published by the U.S. Department of Labor, Bureau of Labor Statistics.

CPI-U Food Away From Home – All Urban

Index, February, 2020	289.781
Index, February, 2021	300.540
Increase	10.759
% Increase	3.7%

	SY 2020-2021	SY 2021-2022
General and Administrative Expense Per Meal	\$0.1586 x 1.037	\$0.1645
Management Fee Per Meal	\$0.0480 x 1.037	\$0.0498

COST-REIMBURSABLE – Proposed Budget*To be completed by SFA and FSMC*

<u>School Year</u>	<u>2021 - 2022</u>	
Revenues:		
Cash Sales:		
Student Breakfast Sales	<u>16,438</u>	
Student Lunch Sales	<u>151,943</u>	
Student Snack Sales		
Student a la carte Sales	<u>46,510</u>	
Adult Sales		
Catering Sales		
Interest Income		
Concession Sales		
Vended Meal Sales		
Total Cash		<u>214,892</u>
State and Federal Reimbursement/Funding		
National School Lunch Program	<u>157,490</u>	
School Breakfast Program	<u>31,368</u>	
Afterschool Care Program		
Summer Food Service Program		
Seamless Summer Option		
State Matching Fund	<u>1,951</u>	
USDA Donated Foods Received	<u>29,722</u>	
Other Funding		
Total Reimbursements		<u>220,531</u>
Total Revenues: = All Cash Sales + All Reimbursements		<u>435,423</u>
Expenses:		
Gross Food Costs	<u>148,022</u>	
Food Delivery Costs		
USDA Donated Foods Used *	<u>29,722</u>	
USDA Donated Foods Processing*		
(*Call USDA Donated Foods for information.)		
Total Food Costs		<u>177,744</u>

Labor Costs [# FTE ([Full Time Equivalent) #PTE (Part Time Equivalent)]

Salaried Employees: #FTE _____ #PTE _____

Salaried employees (Attach an individual categorical breakdown for each FSMC and SFA employee) [# FTE ([Full Time Equivalent) #PTE (Part Time Equivalent)]

	FSMC	SFA
Base Gross Salary		
Educational Assistance		
Incentive Payments		
Bonus		
Merit Increase		
Retirement / IRA		
401K, 403(b) (7)		
Fringe Benefits		
Payroll Taxes		

Hourly Staff

	FSMC	SFA
Gross Salaries	155,872	
Fringe Benefits	25,396	
Payroll Taxes	20,956	

Other Payroll Costs

	FSMC	SFA
Worker's Comp.		
Other		

Total Labor Costs

(Add FSMC + SFA together)

202,224

FSMC Fees

Administrative Fees Cost 20,564
 Management Fee Costs 6,223
Total Fees

26,787

Direct Costs – Subcategory Examples:

	FSMC	SFA
Paper & Disposable Goods	15,992	
Replacements / Smallwares		
Contracted Labor – Specify		
Supplies - Cleaning		
Insurance Expense		
Telephone		
Office Supplies		
Postage		
Bank Deposit Services		
Uniforms & Laundry		
Other Delivery & Freight/Nonfood		
Advertising, Promotions & Menus		
Marketing/Franchise & Decor		
Equipment Repair		
Licenses		
Employee Travel		
Security background check		
Miscellaneous - Specify	29,638	

Total Direct Costs

FSMC	SFA

Total Direct Costs (FSMC + SFA)**45,630**

Indirect Costs – Subcategory examples include:

	FSMC	SFA
Technology Expense		
Technology Allocated Charge		
Other Technology Charge		
Insurance Allocated Charge		
Other Allocated Charges		
Franchise Charges		
Trademark Charges		
Other Indirect Cost Categories		

Total Indirect Costs

FSMC	SFA

Total Indirect Costs
(FSMC + SFA)

Total Discounts, Rebates, Applicable
Credits, allowances or incentives from FSMC
Suppliers credited to the SFA

17,022

Total Expenses

EXPENSES	AMOUNT TOTAL
All Food Costs	177,744+
All Labor Costs	202,224+
All Fees	26,787+
All Direct Costs	45,630+
All Indirect Costs	+
Total Discounts, Rebates, Credits, Allowances or Incentives from FSMC Suppliers credited to SFA	17,022 -
Total Expenses	= 435,363

Surplus / Subsidy = Total Revenues – Total Expenses

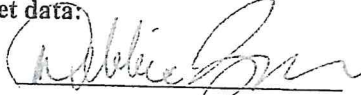
60

FSMC Guaranteed Return
FSMC Guaranteed Break Even
FSMC Guaranteed Subsidy

Yes

Signature and telephone number of School Food Authority (SFA) Employee Responsible for submission of this budget data:

Name:



Telephone:

479-847-1798

Signature and telephone number of Food Service Management Company (FSMC) Employee responsible for submission for this budget data:

Name:

Ariel Smith

Telephone:

479-249-7588

Exhibit F

**UNITED STATES DEPARTMENT OF AGRICULTURE (USDA) SUSPENSION AND
DEBARMENT CERTIFICATION**
**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—
Lower-Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Title 7 CFR Part 3017, §3017.510, Participants' Responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the USDA agency with which this transaction originated.

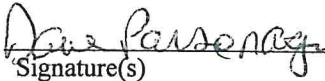
(Before completing certification, read instructions on reverse.)

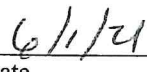
1. The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals
are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded
from participation in this transaction by any federal department or agency.
2. Where the prospective lower-tier participant is unable to certify to any of the statements in this
certification, such prospective participant shall attach an explanation to this proposal.

Aramark Educational Services, LLC _____
Organization Name

Arkansas Arts Academy _____
PR/Award Number or Project Name

David Parsonage, Regional Vice President _____
Name(s) and Title(s) of Authorized Representative(s)

 _____
Signature(s)

 _____
Date

*Exhibit F Instructions***INSTRUCTIONS FOR SUSPENSION AND DEBARMENT CERTIFICATION**

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower-tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by submitting this form that he or she will include this clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Exhibit G

LOBBYING CERTIFICATION

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in federal funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Aramark Educational Services, LLC 2400 Market Street, Philadelphia, PA 19103

Name/Address of Organization

David Parsonage, Regional Vice President

Name/Title of Submitting Official

Dave Parsonage

Signature

6/11/21

Date

Exhibit H

DISCLOSURE OF LOBBYING ACTIVITIES
APPROVED BY OMB
COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT
TO 31 U.S.C. 1352
(SEE REVERSE FOR PUBLIC DISCLOSURE)
NOT APPLICABLE

1. Type of Federal Action: <input type="checkbox"/> a. Contract <input type="checkbox"/> b. Grant <input type="checkbox"/> c. Cooperative Agreement <input type="checkbox"/> d. Loan <input type="checkbox"/> e. Loan Guarantee <input type="checkbox"/> f. Loan Insurance	2. Status of Federal Action: <input type="checkbox"/> a. Bid/Offer/Application <input type="checkbox"/> b. Initial Award <input type="checkbox"/> c. Postaward	3. Report Type: <input type="checkbox"/> a. Initial Filing <input type="checkbox"/> b. Material Change For Material Change Only: Year _____ Quarter _____ Date of Last Report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:		5. If Reporting Entity in No. 4 Is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, if applicable:
8. Federal Action Number: (if known)		9. Award Amount: (if known) \$ _____
10. a. Name and Address of Lobbying Entity: (if individual, last name, first name, MI)		b. Individual Performing Services: (including address if different from No. 10a) (Last name, first name, MI)
11. Amount of Payment: (check all that apply) \$ _____ <input type="checkbox"/> Actual <input type="checkbox"/> Planned		13. Type of Payment: (check all that apply) <input type="checkbox"/> Retainer <input type="checkbox"/> One-Time Fee <input type="checkbox"/> Commission <input type="checkbox"/> Contingency Fee <input type="checkbox"/> Deferred f. <input type="checkbox"/> Other: (specify) _____
12. Form of Payment: (check all that apply) a. Cash Nature _____ b. In-kind (specify) Value _____		
14. Brief Description of services performed or to be performed and date(s) of service, including officer(s), employee(s), or member(s) contracted for payment indicated in Item 11: (Attach Continuation Sheets if necessary)		
15. Continuation Sheets Attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which evidence was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosures shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: <u>David Parsonage</u> Print Name: David Parsonage Title: Regional Vice President Telephone Number: 215-238-3000 Date: <u>6/1/24</u>
Federal Use Only: Authorized for Local Reproduction		

*Exhibit H Instructions***INSTRUCTIONS FOR COMPLETION OF SF-11
DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action or a material change to a previous filing, pursuant to Title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered federal action. Use a Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget (OMB) for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee; e.g., the first subawardee of the prime is the first tier. Subawards include, but are not limited to, subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks Subawardee, then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example: Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in Item 1; e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the federal agency. Include prefixes; e.g., RFP-DE-90-001.
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Item 4 or Item 5.
10. a. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
b. Enter the full name of the individual performing services, and include full address if different from 10a. Enter last name, first name, and middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate item. Check all items that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the dates of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal officials or employees contacted or the officers, employees, or Members of Congress that were contacted.
15. Check whether Continuation Sheets are attached.
16. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Exhibit I

VALIDATION

Note: Proposals must be manually signed on this form in the space provided below.

Has the offeror, any officer of the offeror, or any employee of the offeror who has a proprietary interest in the proposal, ever been disqualified, removed, or otherwise prevented from participating, or completing, a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No x _____

If the answer is *Yes*, please explain the circumstances on a continuation page.

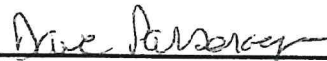
Offeror, in compliance with this contract, has examined the specifications and is familiar with all of the conditions and requirements. Vendor meets all of the standards and requirements necessary to perform the services/provide the products and is able to furnish the services/products in the timeframe specified and at the rates set forth in this proposal. The undersigned, on behalf of the offeror, certifies that this offer is made without previous understanding, agreement, or connection with any person, firm, or corporation making a proposal on the same project and is in all respects fair and without collusion or fraud.

I have read the terms and conditions of this RFP, truthfully answered the above question, and submit for consideration the enclosed offer and accessory data which will become part of any agreement. The undersigned has the authority to bind vendor and certifies that all statements contained in the proposal are true and correct. If accepted by the District, this proposal is guaranteed as written and amended and will be implemented as stated.

Please indicate if this business is: _____ Minority-owned or _____ Female-owned.

Aramark Educational Services, LLC

Company Name


Signature of Representative

2400 Market Street

Company Address

David Parsonage

Typed Name of Representative

Philadelphia, PA 19103

City, State, Zip

Regional Vice President

Title

215-238-3000

Telephone Number

N/A

Fax Number

ANTI-COLLUSION AFFIDAVIT

STATE OF Pennsylvania

COUNTY OF Philadelphia

David Parsonage, of lawful age, being first sworn on oath say, that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employees to quantity, quality, or price in the prospective contract, or any other terms of said prospective official concerning exchange of money or other thing of value for special consideration in the letting of contract; that the bidder/contractor had not paid, given or donated, or agreed to pay, give or donate to any officer or employee either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

Dave Parsonage
Signed

Subscribed and sworn before me this 15th day of April, 2021.

Notary Public (or Clerk or Judge) Phyllis M Florio
My commission expires 1/7/2024

Commonwealth of Pennsylvania - Notary Seal
PHYLLIS M FLORIO - Notary Public
Philadelphia County
My Commission Expires Jan 7, 2024
Commission Number 1295566

**Required Amendments to the Original SFA/FSMC Contract
for School Year (SY) 2021-2022**

[TO BE INSERTED BY SFA]

The following [INSERT NUMBER OF AMENDMENTS, IF ANY] amendments are to notify SFAs and FSMCs of changes required by the United States Department of Agriculture (USDA) and Arkansas regulations and become part of the original SFA/FSMC contract:

By signing below, we understand that the [INSERT NUMBER OF AMENDMENTS, IF ANY] amendments above become part of the original contract between the SFA and the FSMC.

Debbie Zupan
Printed Name - SFA Contact


Signature - SFA Contact

6-25-21
Date

David Parsonage
Printed Name - FSMC Contact


Signature - FSMC Contact

6/1/21
Date