

RSB Work Session  
Tuesday, February 27, 2024 6:00 PM Alaskan

ZOOM  
500 Big Dog Salmon Way  
Angoon, AK 99820

Elizabeth Hooge: Present  
III Albert Kookesh: Present  
Jack Strong: Present  
Jen Todd: Present  
Jim Wagner: Present  
Present: 5.

1. Call Meeting to Order
2. Roll Call
3. Items for Discussion
  - 3.1. Partnership with Harmony Education
  - 3.2. AASB Policy Updates
  - 3.3. Update on Foxes Den
4. Board Member Comments
5. Adjournment

## HARMONY EDUCATIONAL SERVICES AGREEMENT

This HARMONY EDUCATIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into by and between Chatham School District and HARMONY EDUCATIONAL SERVICES LLC, a Utah limited liability company (“Harmony”), as of the date signed by the Parties below. This Agreement shall replace and supersede all prior agreements, oral or written, as of the effective date hereof.

### 1. Definitions

- a. Applicable Law: Applicable Law is defined herein as the State constitution, the State education laws and/or code, the Elementary and Secondary Education Act, the Individuals with Disabilities in Education Act, other applicable federal, state or local laws, and executive orders, case law and other rulings applicable to the State public schools.
- b. Fiscal or Academic Year: Annually, from July 1 through June 30.
- c. Program: The group of services for students taking independent learning courses and/or services to be provided by Harmony as identified in this Agreement.
- d. State: The state in which the Schools’s program is located and for which laws apply to operation of School’s program

### 2. Description of Program Services and Responsible Party

Program Services		Harmony	Partner
a.	<b>Student Recruitment.</b> Recruit independent learning students to the School who will use the Harmony curriculum.	<b>X</b>	
b.	<b>Student Enrollment.</b> Collect and maintain all student registration information and required documentation.		<b>X</b>
c.	<b>Student Management System (SMS).</b> Enter and maintain student data in the school's SMS.		<b>X</b>
d.	<b>Curriculum.</b> Provide core and elective curricula for independent learning students including independent study and virtual (online) coursework. Provide optional	<b>X</b>	

	courses that a student may attend in-person at the School or Harmony learning center.		
<b>e.</b>	<b>Student Progress Monitoring.</b> Coordinate assignments of course percentages; Track student attendance (activity) and membership.	<b>X</b>	
<b>f.</b>	<b>Teacher of Record.</b> Review and approve student educational plans, progress reports, and assign final grades		<b>X</b>
<b>g.</b>	<b>Assessment and Testing.</b> Coordinate, schedule and provide resources to assess students for required testing. Administer state and School required academic tests.	<b>X</b>	<b>X</b>
<b>h.</b>	<b>Transcripts, Cumulative Files and Grade Reports.</b> Request, obtain, store and manage students' transcripts.		<b>X</b>
<b>i.</b>	<b>Special Education.</b> Provide assessment and services to distance learning students who do or may qualify for special education services in accordance with federal and state requirements.		<b>X</b>
<b>j.</b>	<b>Program Customization:</b> Provide points of learning in curriculum and activities that are specific to the school's emphasis	<b>X</b>	
<b>k.</b>	<b>Progress Reporting.</b> Provide periodic reports of students progress, attendance, formative grades and academic testing	<b>X</b>	
<b>l.</b>	<b>Final Grades.</b> Final grades will be assigned and recorded in the student information system. Report cards will be provided as requested by school.		<b>X</b>
<b>m.</b>	<b>Student Discipline.</b> Administer discipline in accordance with school student code of conduct and Board policy.		<b>X</b>

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### 3. Student Recruitment and Registration

a. Recruiting

Harmony shall recruit and register students in grades K-8 to the distance learning Education program of the Partner school. New students may be enrolled in the Program until October 1st of each year. Enrollment goal is UP to 500 students or greater.

### 4. Term, Renewal and Effective Date

a. Effective Date:

This agreement shall take effect as of March 1, 2024 and be for a term of (3) years. This agreement shall continue for a term of three (3) academic years and shall automatically renew for three years at the completion of each academic school year. This will be an exclusive agreement between Harmony Educational Services and Chatham School District in Alaska. Once agreement is signed, Harmony will not pursue additional partnerships within the state of Alaska. In addition, Chatham School District will use only Harmony Educational Service as a support provider.

The goal is an increase of enrollment each year. Harmony takes full responsibility for recruitment efforts going forward. We will follow all guidelines of the state of Alaska and the partner school in registering students for the program. If enrollment projections fall short of the prescribed thresholds both parties maintain the terms of the three year contract.

### 5. Fees, Invoicing and Payment

For the services provided, Partner school shall pay Harmony at the rates and times set forth hereafter for each student in the Program as of October 1st and January 1st.

a. Rates:

The rates per student in the Program for the 2024-2025 academic year shall be:

\$ 2,800 (grades 1-8)

\$ 1,700 ( Kindergarten)

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The rate for test administration services is \$50 per student. This cost includes test administration. ( if parents opt out of testing, no fee will be charged).

For each successive academic year, Harmony increases the fees to 1.5% over the rates in effect for the immediately preceding year

b. Invoicing:

Harmony will invoice the Partner school twice per school year according to the following schedule:

1st Invoice - 50% of curriculum cost based on October 1st student enrollment.

Invoice will be sent to Partner school on October 1st annually, due October 30th.

2nd Invoice - 50% of curriculum cost based on January 1st student enrollment.

Invoice will be sent to Partner school on January 1st annually, due January 30th.

( any changes in these terms can be negotiated)

b. Payment Date and Interest:

Partner school agrees to pay interest at one percent (1%) per month (12% annually) on amounts more than 10 days overdue. In the event any action is undertaken to collect amounts due hereunder, the school agrees to pay, in addition to fees and interest, all costs of such collection.

c. Location of Payment:

All payments made hereunder will be made to Harmony or its designated affiliate at the address set forth herein or such other address provided by Harmony in writing.

## 6. **Harmony Responsibilities**

In addition to and in performance of the services to be provided by Harmony in Section 2 hereof, Harmony shall bear the following responsibilities:

a. Expenses:

Harmony is solely responsible for the expenses of its services and responsibilities for the Program as identified in Section 2.

b. Employment of Personnel:

Harmony will employ or engage teachers, staff and other professionals, as needed, for the distance learning education program and will be responsible for all costs associated herewith. Harmony will be responsible for and have sole discretion regarding employment matters relating to its employees and contractors.

c. General:

Services will be provided to the extent deemed necessary and appropriate by Harmony in its professional judgment and discretion to satisfy the requirements of Applicable Law, policies of the State Board of Education, and Partner school policies.

d. Confidentiality of Records:

Harmony will maintain the confidentiality of personnel, student and other records in accordance with the requirements of Applicable Law, including but not limited to FERPA and HIPPA.

e. Licensure or Other State Requirements:

Except as otherwise provided in this Agreement, all personnel performing educational services for Harmony on behalf of the students registered at School must comply with all applicable licensure or other requirements of the State and any regulations promulgated thereunder applicable to persons who perform such services.

## 7. Partner School Responsibilities

In addition to and in performance of the services to be provided by Partner school in Section 2 hereof. School shall bear the following responsibilities:

a. Expenses:

Partner school is solely responsible for the expenses of its services and responsibilities hereunder.

b. General Oversight:

Partner school is responsible for monitoring Harmony's performance under, and compliance with, the terms of this Agreement and for overseeing Harmony's implementation of procedures consistent with applicable Partner school policies.

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c. Provision of Authority to Harmony:

Partner school has provided and will provide Harmony with the authority, power and access necessary and proper for Harmony to undertake its responsibilities, duties and obligations required by this Agreement.

d. Compliance with Applicable Law:

Partner school will perform its obligations hereunder in a manner consistent with the requirements of Applicable Law, policies of the State Board of Education, and Partner school policies.

## 8. Conflict of Terms

In the event of a conflict, ambiguity, or inconsistency between the provisions in this Agreement, including any Exhibit hereto, the provisions in this Agreement shall prevail, except to the extent that this Agreement expressly states that the Parties may provide a different provision in an exhibit, in which case, as to such exhibit only, the corresponding different provision shall prevail.

## 9. Relationship of the Parties

Harmony is not a division or any part of the Partner school. Partner school is a corporate body authorized under State law and is not a division or any part of Harmony. The relationship between the parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement. Harmony will operate as an independent contractor to Partner school and will be responsible for delivering the services required by this Agreement. Nothing herein will be construed to create a partnership or joint venture by or between Partner school and Harmony. Neither party will be the agent of the other except to the extent otherwise specifically provided by his Agreement. Neither party will represent to third parties any ability to bind the other party to any duty imposed by contract, other than this Agreement or as otherwise agreed in writing.

## 10. Proprietary Data

Except for items that are readily available to the general public or in the public domain, all of the materials, methods, lists, curricula, names, processes, technologies, Trademarks, trade names and other items, tangible or intangible, registered or unregistered, used by Harmony in delivery of the Program services are the property of Harmony or used by Harmony under authority of the legal owner thereof and shall be considered confidential or Proprietary information ("Proprietary Information"). Neither Partner school, nor its owners, directors, employees, agents, or affiliates shall have any

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right or authority to use the “Proprietary Info” for its own purpose by virtue of this Agreement, both during or after the termination or expiration of this Agreement.

## 11. Termination

### a. Events of Termination

#### i. Termination for Breach

Either party may terminate this Agreement at any time for cause with ninety (90) days’ prior written notice to the other party. Termination for cause may be used if any party breaches any material term or fails to fulfill any material condition, term, provision, representation, warranty, covenant or obligation contained in this Agreement and fails to cure the same within ninety (90) days after receiving written notification from the terminating party. Upon termination of this Agreement pursuant to this Section 11, the non-breaching party shall be entitled to seek remedies to which it shall be entitled at law or in equity.

#### ii. Termination Upon Loss of Authority

This Agreement will terminate immediately upon the termination of the Partner school’s authority to operate.

#### iii. Termination for Failure to Approve Budget

Harmony or the Partner school may terminate this Agreement effective immediately upon written notice in the event that the Partner school Board of Education does not approve a budget or modifications to a budget that includes payments to Harmony for any given academic year.

#### iv. Termination in the Event of Certain Changes in Policies of the State Board of Education or Partner School Policies

Harmony may terminate this Agreement effective immediately upon written notice to Partner school in the event that the State Board of Education or Partner school adopts or amends a policy, in each case without the prior written approval of Harmony, the effect of which could reasonably be determined to require Harmony to materially increase the level of services required hereunder or which materially increases the financial risk to Harmony arising from its performance hereunder.

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v. **Change in Applicable Law**

If any change in Applicable Law that is enacted after the date hereof could reasonably be expected to have a material adverse effect on the ability of either party to carry out its obligations hereunder, such party, upon written notice to the other party (which notice may be given at any time following enactment of such change in Applicable Law, whether or not such change is effective on the date of such enactment or is effective at a later date), may request renegotiation of this Agreement. Such renegotiation will be undertaken in good faith. If the parties are unable to renegotiate and agree upon revised terms within one hundred twenty (120) days after such notice of renegotiation, then the Parties agree to enter into the process for resolving disputes identified in Section 17 of this Agreement.

b. **Effect of Termination or Expiration.**

- i. Except as otherwise agreed by the parties in writing, termination shall not relieve either party of any obligation for payments due to the other party as of the date of termination or other obligations that continue upon termination as provided in this Agreement.
- ii. In the event this Agreement is terminated for a breach by either party pursuant to Section 11(a)(i) prior to the end of a given Fiscal Year, the parties shall calculate the Fee as the original order based upon October 1 and shall be payable within within 30 days of the effective date of termination.
- iii. In the event this Agreement is terminated by School for any reason other than a breach by Harmony pursuant to Section 11(a)(i) or a change in applicable law pursuant to Section 11(a)(iv) prior to the end of its Term, School shall pay to Harmony an amount equal to the invoice of October 1st which is due on October 30th or January 1st, which is due on January 30th. Such amounts shall be due and payable within 30 days of the effective date of termination. Late payments shall be subject to interest charges as identified in sections 5 (c) above.
- iv. Within thirty days of termination hereof, each party shall return all materials, manuals, lists, files, documents, and equipment provided by and/or belonging to the other party.

## **12. Limitation on Liability**

Except in connection with its indemnity obligations, neither party shall be liable for any indirect, consequential, exemplary, incidental, special, or punitive damages including

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without limitation lost savings, lost funding, lost revenues, lost sales, lost profits, lost opportunity costs, business interruptions, delay damages, damages for third party claims, lost or destroyed data, or any other economic loss, of any type or nature or for events or circumstances beyond the party's control, even if the party has been advised of the possibility of such damages or loss.

### 13. Assignment

Except as otherwise provided in this Agreement, neither party may assign or delegate any rights or obligations under this Agreement without the prior written consent of the other party. Except as prohibited by Applicable Law, Harmony may assign all of its rights and obligations under this Agreement to any person or entity that controls Harmony, is controlled by Harmony, or is under common control with Harmony or to any successor in interest that acquires all or substantially all of the assets of Harmony (individually and collectively "Affiliate"). Harmony, upon notice to Partner school, may delegate the performance of its duties hereunto to any person/entity but shall remain responsible for the performance, in accordance with the terms of this Agreement, of any services performed by its delegates, except notice shall not be required when Harmony delegates its obligation to provide materials or curricula to third parties in the normal course of business.

### 14. Indemnity

The party charged with indemnifying and/or defending under this Section 14 (the "Indemnifying Party") shall conduct the defense in any such third party action arising as described herein and the party claiming the benefits of this Section 14 (the "Indemnified Party") promises to cooperate with such defense, provided the Indemnifying Party reasonably consults with the Indemnified Party on any settlement (subject to the consent requirement in the last sentence of this paragraph). Notwithstanding the foregoing, the Indemnified party may, at its own expense, assist in such defense if it so chooses, provided that the Indemnifying Party shall be entitled to control such defense and all negotiations relative to the settlement of any such claim. Any settlement that would admit any liability on the part of the indemnified Party shall require such Indemnified Party's prior written consent.

a. Indemnification of Partner School

Harmony agrees to indemnify, defend, and save and hold Partner school and its employees, officers, directors, trustees, subcontractors, and agents, their respective successors and permitted assigns, harmless against any and all

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claims, demands, suits, or other forms of liability including without limitation costs and reasonable attorneys' fees (each a "Claim") that may arise out of, or by reason of, any (a) breach of any representation or Warranty, covenant or agreement made or to be performed by Harmony pursuant to this Agreement, (b) noncompliance by Harmony with any Applicable Law in connection with Partner school's operations, but excluding any Claims that arise from conduct undertaken in accordance with the Partner school's instructions, procedures or written policies or in accordance with the written policies of the State Board of Education, except where such instructions arise from and are in accordance with specific advice or explicit recommendations formally provided by Harmony, and (c) act or omission of Harmony or any of its employees, officers, directors, Trustees, subcontractors or agents in connection with its performances, limitations and obligations hereunder that results in injury, death, or loss to person or property except to the extent any Claim arises out of actions or omissions of Partner school.

b. Indemnification of Harmony

Partner school agrees to indemnify, defend and save and hold Harmony and each Affiliate of Harmony and all of their respective employees, officers, directors, trustees, subcontractors, and agents, their respective successors and permitted assigns, harmless against any and all Claims that may arise out of, or by reason of, any (a) breach or any representation or warranty, covenant or agreement made or to be performed by Partner school Pursuant to this Agreement, (b) noncompliance by Partner school with any Applicable Law in connection with Partner school's operations and (c) act or omission of Partner school or any of its employees, officers, directors, trustees, subcontractors or agents in connection with Partner school's operations that results in injury, death, or loss to person or property except to the extent any Claims arise out of actions or omissions of Harmony.

c. Insurance

Each party shall carry appropriate insurance, including general liability, with minimum coverages and limits as required from time to time for governmental/quasi-governmental entities (currently \$1,000,000 per occurrence/\$3,000,000 aggregate) and workers compensation coverage in amounts not less than required by law.

## 15. Representations and Warranties

a. Representations and Warranties of Harmony

Harmony hereby represents and warrants to Partner school:

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- i. **Organization and Good Standing**  
Harmony is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Utah.
  - ii. **Compliance of Educational Products and Services with Applicable Law**  
The educational products and services provided by Harmony in fulfillment of its responsibilities under this Agreement comply with, and shall at times during the term of this Agreement, comply with Applicable Law, including the standards of curriculum as issued by the State Board of Education.
  - iii. **Power and Authority; Authorization; Binding and Enforceable Agreement**  
Harmony has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized and executed by Harmony and constitutes the valid and legally binding obligations of Harmony, enforceable against Harmony in accordance with its terms and conditions, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other laws of general applicability relating to or affecting to or affecting creditor's rights and by general principles of equity.
- b. **Representations and Warranties of Partner School**  
Partner school hereby represents and warrants Harmony:
- i. Partner school is a school district; duly created, validly existing, and in good standing under the laws of the State in which it operates.  
Partner school is a Utah school district duly created, validity existing, and in good standing under the laws of the State in which it operates.
  - ii. **Power and Authority; Authorization; Binding and Enforceable Agreement**  
Partner school has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized and executed by Partner school and constitutes the valid and legally binding obligations of Partner school, enforceable against Partner school in accordance with its terms and conditions, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other laws of general applicability relating to or affecting to or affecting creditor's rights and by general principles of equity.

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- iii. **Authority Under Applicable Law**  
Partner school has the authority under Applicable Law (i) to contract with a corporate entity to perform the services, (ii) to execute, deliver, and perform this Agreement and (iii) to incur the obligations provided for under this Agreement.
  - iv. **Compliance of Educational Program with Applicable Law**  
Partner school's educational program complies with and will ensure that it continues to comply with the policies and requirements of the State Board of Education and Applicable Law.
- c. **Mutual Warranties**  
Each party warrants to the other that, to its knowledge, there are no current, pending or threatened actions, claims, suits, or proceedings which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

## **16. Coordination; Exercise of Approval or Consent Rights**

- a. **Coordination and Consultation**  
The parties will coordinate the performance of their respective services and responsibilities hereunder and will establish such procedures as they shall mutually agree to be effective for achieving the purpose of this Agreement and allowing each of them to perform its obligations and exercise its rights under this Agreement.
- b. **Approval or Consent Rights**  
In performing services and its other obligations under this Agreement, or in exercising its rights under this Agreement, including granting or withholding any consent or approval or making any requests of the other party, each party must act reasonably (including as to the timing of its actions) except to the extent that this Agreement provides that it may act as it determines "in its sole judgment" or "its sole discretion," or words to that effect, in the applicable provision. Whenever it is provided in this Agreement that the parties will or may agree as to a certain matter, each party will have the right to agree or disagree in its sole discretion following good faith discussions.

## **17. Mediation and Arbitration**

Except for matters directly relating to Section 14 of this Agreement, If the parties are unable to resolve a dispute, the parties agree that they will attempt in good faith to settle any and all disputes through a process of mediation under the supervision of a mutually agreed upon mediator. In the event of mediation, each party will bear its own costs and expenses associated with the dispute resolution procedures set forth in this Section. In the event that mediation fails to settle such a dispute, the parties hereby agree to proceed to binding arbitration pursuant to the then existing rules of the American Arbitration Association. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. In the event of arbitration, the non-prevailing party will be responsible to pay all costs of arbitration, the prevailing party's attorney's fees, costs and other disbursements, plus legal interest on the award. The arbitration will be conducted within the state of Utah.

## **18. Force Majeure**

Notwithstanding any other sections of this Agreement, no party will be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, accident, labor strike, internet outage or other acts beyond its reasonable control and are unrelated to its fault or negligence.

## **19. Governing Law**

The laws of the State of Utah without regard to its conflict of laws provisions will govern this Agreement, its construction, and the determination of any rights, duties, and remedies of the parties arising out of or relating to this Agreement.

## **20. Entire Agreement**

This Agreement, including any Addendum and Exhibit hereto (all of which constitute part of this Agreement), constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous oral and written, and all contemporaneous oral negotiations, commitments, agreements and understandings relating hereto.

## 21. Counterparts, Facsimile Transmissions

This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which will constitute one and the same instrument. Each party may rely on facsimile signature pages as if such facsimile pages were originals.

## 22. Official Notices

All official notices required by the terms of this Agreement will be in writing and sent to the parties hereto at the addresses set forth below ( and such addresses may be changed upon proper notice to such addresses).

a. Notice may be given by

- i. certified or registered mail, postage prepaid, return receipt requested,
- ii. reputable overnight carrier, postage prepaid,
- iii. facsimile (with confirmation of transmission by sender's facsimile machine), or
- iv. personal delivery (with written receipt confirming such delivery).

b. Notice will be deemed to have been given

- i. two days after mailing as described in clauses (i) and (ii) of the foregoing sentence (section a.),
- ii. on the date of personal delivery, or
- iii. on the date of transmission of a facsimile if on a business day during normal business hours (or, if not, the next succeeding business day).

Electronic mail does not constitute official notice under this Agreement.

The addresses of the parties are:

For Harmony: 1399 Willowbrook Ln  
Springville, UT 84663

For Partner School: Chatham School District  
P.O. Box 109  
Angoon, AK 99820

## 23. Amendment

This Agreement will not be altered, amended, modified, or supplemented except in a written document executed by the parties.

#### **24. Waiver**

No waiver of any provision of this Agreement will be effective unless in writing, not will such waiver constitute a waiver of any other provision of this Agreement, not will such waiver constitute a continuing waiver unless otherwise expressly stated.

#### **25. Interpretation**

The parties acknowledge and agree that the terms and provisions of this Agreement will be construed fairly as to all parties hereto and not in favor of or against a party, regardless of which party was generally responsible for the preparation of this Agreement.

#### **26. Severability**

The parties intend that each provision hereof constitutes a separate agreement between them. Accordingly, the provisions hereof are severable and in the event that any provision of this Agreement shall be deemed invalid or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions hereof will not be affected, but will, subject to the discretion of such court, remain in full force and effect, and any invalid or unenforceable provision will be deemed, without further action on the part of the parties, amended and limited to the extent necessary to render the same valid and enforceable and reflect the intent of the parties. To the extent that any of the services to be provided are found to be overboard or an invalid delegation of authority by Partner school, such services will be construed to be limited to the extent necessary to make the services valid and binding.

#### **27. Successors and Assigns**

This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

#### **28. No Third-Party Rights**

This Agreement is made for the sole benefit of Harmony and Partner school and their respective successors and permitted assigns. Except as set forth elsewhere herein and except for each Affiliate of Harmony, which shall be a third party beneficiary of this Agreement, nothing in this Agreement will create or be deemed to create a relationship between the parties to this Agreement, or any of them, and any third-party person, including a relationship in the nature of a third party beneficiary or fiduciary.

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## 29. Survival of Termination

All representations, warranties, and indemnities made in this Agreement will survive the termination of this Agreement.

## 30. Headings and Captions

The headings and captions appearing in this Agreement have been included only for convenience and shall not affect or be taken into account in the interpretation of this Agreement.

By signing below, the Parties acknowledge that they have read and understood and agree to be bound by all terms and conditions of this Agreement, as well as other applicable agreements or policies which are incorporated therein by reference. The signers hereof represent that each is a duly authorized officer, Partner or principal with full authority to enter into this Agreement.

Signed this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

HARMONY EDUCATIONAL  
SERVICES, LLC

PARTNER SCHOOL

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
(Printed Name)

By: \_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**AASB POLICY REFERENCE MANUAL UPDATE SERVICE**

**Supplemental Fall 2023 UPDATE  
Gender & Athletics**

**INSTRUCTION SHEET**

NOTE: This packet includes only those policy manual pages that have been revised, deleted or newly established. Full text pages are included and are to be substituted as indicated below.

For ease of School Boards, AASB has identified those portions of the Update that require formal Board action in order to implement the policy changes. This is indicated by a “Yes” or “No.” A “No” is used if changes have been made only to an AR or an Exhibit, or if policy changes are limited to explanatory notes, legal reference or cross-reference updates, or minor grammatical or stylistic changes that have not changed the policy meaning.

**ARTICLE 5, Series 5000 – Students**

**BP/AR 5145.3**

No (BP)

The introductory Note in the Board Policy has been updated to delete reference to outdated federal guidance and to add a discussion of the nondiscrimination provisions of Alaska law. The Legal Reference section has also been updated to remove reference to a repealed regulation.

The AR has been substantially updated to reflect amendments to Alaska regulation 4 AAC 06.115, Interscholastic Activities. That amendment limits participation on high school female competitive or contact sports teams to athletes who were assigned female at birth. This law becomes effective November 11, 2023. Additionally, the update reflects a Bylaw Amendment of the Alaska School Activities Association that incorporates the amended regulation regarding girls’ athletics. The ASAA amendment was passed on October 9, 2023, and becomes effective within 30 days of filing. In addition to limiting girls’ teams to athletes assigned female at birth, the ASAA amendment establishes sports divisions as “girls” and “open” rather than “girls” and “boys,” and permits participation in the open divisions without regard to gender.

REPLACE/ADD	FORMAL ADOPTION REQUIRED	DESCRIPTION
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**ARTICLE 6, Series 6000 – Instruction**

<p><b>BP/AR/E 6145.2</b></p>	<p>No</p>	<p>The Policy has been updated to add a cross reference to BP 5145.3, Nondiscrimination, and to make minor editorial changes.</p> <p>The AR sets forth ASAA’s eligibility requirements for Interscholastic Competition and has been updated to include the new regulatory requirement that participants on girls’ competitive and contact sports teams be assigned female at birth. The AR also reflects changes or corrections to eligibility requirements regarding credit enrollment and age limitations.</p> <p>The Exhibit reflects ASAA’s Play for Keeps -- Tobacco, Alcohol, and Drugs (TAD) policy and it is recommended that this Exhibit be REMOVED. The language is not current and families and athletes should be referred to ASAA’s website for current language and requirements.</p>
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Note: AS 14.18.010 prohibits discrimination on the basis of sex against an employee or a student in public education. Under Title IX, all students in schools receiving any federal funding are protected from discrimination based on sex. Similarly, 4 AAC 06.500-.600 requires schools districts “to prevent and eliminate, in public education, discrimination on the basis of gender[.]” 4 AAC 06.500. Discrimination is defined as “differential treatment of or denial of equal opportunity to a person based on that person’s race or gender[.]” 4 AAC 06.600(8). This policy utilizes inclusive language prohibiting sex and gender discrimination that includes gender identity and sexual orientation. Sex includes male, female, straight, gay, lesbian, bisexual, and transgender. In 2014, the United States Department of Education issued its *Questions and Answers on Title IX and Sexual violence*. This guidance provides that “Title IX’s sex discrimination prohibition extends to claims of discrimination based on gender identity or failure to conform to stereotypical notions of masculinity or femininity and OCR accepts such complaints for investigation.” *U.S. Dept. of Educ., Office for Civil Rights (Apr. 29, 2014). Questions and Answers on Title IX and Sexual Violence, accessible at <http://www2.ed.gov/about/offices/list/ocr/>*

District programs and activities shall be free from discrimination with respect to sex, race, color, religion, national origin, ethnic group, sexual orientation, gender identity, marital or parental status, and physical or mental disability. The School Board shall ensure equal opportunities for all students in admission and access to academic courses, guidance and counseling programs, athletic programs, testing procedures, career and technical education and other activities.

*(cf. 0410 – Nondiscrimination)*  
*(cf. 1312.3 – Uniform Complaint Procedures)*  
*(cf. 5145.7 – Sexual Harassment)*

Separate arrangements may be made for students according to sex during sex education programs and physical education activities involving bodily contact.

School staff and volunteers must guard against sex discrimination and stereotyping in instruction, guidance and supervision.

*(cf. 6164.2- Guidance Services)*

*Legal Reference:*

ALASKA STATUTES

14.18.010-14.18.100 Prohibition Against Sex and Race Discrimination

ALASKA ADMINISTRATIVE CODE

4 AAC 06.500 – 4 AAC 06.600 Prohibition of Gender or Race Discrimination

~~4 AAC 51.270 Equal opportunities~~

UNITED STATES CODE

Title VI, Civil Rights Act of 1964, 42 U.S.C. §§ 2000d-2000d-7

Title IX, Education Amendments of 1972, 20 U.S.C. §§ 1681-1688

Vocational Rehabilitation Act of 1973, Sections 503 and 504, 29 U.S.C. § 794

Individuals With Disabilities Education Act, 20 U.S.C. §§ 1401-1491

Americans With Disabilities Act, 42 U.S.C. §§ 12101-12213

Age Discrimination In Employment Act, 29 U.S.C. §§ 621-634



## TRANSGENDER STUDENTS AND EMPLOYEES

AR 5145.3(a)

Note: The following language was adapted from Anchorage School District's Guidelines for Working with Transgender Students and Employees. This regulation is consistent with AS 14.18.010 which requires equal opportunity and prohibits discrimination on the basis of sex against an employee or a student in public education. It is also consistent with 4 AAC 06.500-.600 requiring schools districts "to prevent and eliminate, in public education, discrimination on the basis of gender[.]" 4 AAC 06.500. Discrimination is defined as "differential treatment of or denial of equal opportunity to a person based on that person's race or gender[.]" 4 AAC 06.600(8). The language was drafted to be consistent with two federal statements of policy and guidance: 1) Letter to Emily Prince from James A. Ferg Cadima, Acting Deputy Assistant Secretary for Policy, Office for Civil Rights at the Department of Education dating January 7, 2015; and 2) Dear Colleague Letter on Transgender Students jointly issued by the Civil Rights Division of the Department of Justice and the Department of Education dated May 13, 2016.

~~This guidance was withdrawn by the Department of Justice on February 22, 2017. However, the guidelines established below remain appropriate for adoption by the District.~~

The purpose of these guidelines is: 1) to foster inclusive and welcoming learning and working environments that are free from discrimination, harassment, and bullying regardless of sex, sexual orientation, gender identity, or gender expression; 2) to facilitate compliance with local, state and federal laws that prohibit discrimination, harassment and bullying; 3) to provide professional information to school staff on transgender issues; and 4) to create safe and supportive learning and working environments.

For purposes of these guidelines, a transgender individual is an individual that consistently asserts a gender identity or gender expression at school or work that is different from the gender assigned at birth. This involves a consistent declaration of gender identity or expression over time, but does not require proof of a formal evaluation and diagnosis. Since individual circumstances, needs, programs, facilities and resources may differ, administrators and school staff are expected to consider the needs of the individual on a case-by-case basis.

### The Process

The following process should be used to address the needs of transgender and gender nonconforming students and employees. In addition, this process is available for any student or employee personally *impacted* by the accommodation of a transgender student or colleague. For example, a student who is uncomfortable about sharing a restroom with a transgender student can request access to an alternative restroom.

- a. A transgender or gender nonconforming student or employee is encouraged to contact the site administrator to address any concerns or requests. Students may also contact their counselor, who will immediately notify and work with the principal. Parents/guardians of transgender students may also initiate contact with the principal.
- b. The principal or administrator will schedule a meeting to discuss the individual's needs and to develop a plan to address these needs. The plan should address, as appropriate, the name and pronoun desired by the student/employee, restroom and locker room use, participation in athletics, dress code, student/employee transition plans, if any, and other needs or requests of the student/employee.

Students

**TRANSGENDER STUDENTS AND EMPLOYEES (continued)**

AR 5145.3(b)

- c. The plan should be developed by the principal or administrator, in consultation with the student or employee, and with others as deemed appropriate by the administrator and approved by the student or employee.

Note: If the student has an IEP or 504 Plan, or the employee has an accommodation plan, the provisions in these plans should be taken into consideration in developing a plan for addressing transgender issues.

- d. While medical documentation is not required, the school may request such documentation if helpful to develop an appropriate plan for the student or employee.
- e. If the parties are uncertain or disagree regarding elements to be included in the plan, the site administrator should consult with the appropriate district administration.
- f. Students may also use the Student Grievance Process, set forth in BP 1312.3, to address any transgender issue at school.
- g. A copy of the final plan should be maintained in the student's health file or the employee's unit file.
- h. District staff shall protect the privacy of transgender and gender nonconforming students and employees. All student and personnel information shall be kept strictly confidential as required by district policy and local, state or federal privacy laws.

**Official Records**

Mandatory permanent student and employee records will include the legal/birth name and legal/birth gender. On other school records or documents, the school will use the name and gender preferred by the student or employee. For example, student ID cards could use the student's preferred name.

Only upon receipt of a court order or other legal documentation should a student's or employee's official record be changed to reflect a change in legal/birth name or gender.

**Names and Pronouns**

Administrators and staff should respect the right of an individual to be addressed by a name and pronoun that corresponds to their gender identity. A court-ordered name or gender change is not required.

## WORKSHEETS for the district policy committee:

### DISCARD WHEN FINISHED

#### Students

Transgender and gender nonconforming students/employees are encouraged to discuss how they want to be addressed in class, in the workplace, in correspondence to the home, or at conferences with the student's parent/guardian.

When contacting the parent or guardian of a transgender student, school staff should use the student's legal name and the pronoun corresponding to the student's gender assigned at birth, unless the student, parent, or guardian has specified otherwise.

#### **Access to Gender-Segregated Activities and Areas**

Note: On June 1, 2015, the U.S. Department of Labor, Occupational Safety and Health Administration, issued "A Guide to Restroom Access for Transgender Workers." The core principle of this guidance is that "[a]ll employees, including transgender employees, should have access to restrooms that correspond to their gender identity."

Schools may maintain separate restrooms and locker rooms for male and female students/employees. Where available, schools are encouraged to designate facilities designed for use by one person at a time as accessible to all students regardless of gender. However, no student should be required to use such facilities because the student is transgender or gender nonconforming.

Note: Following are optional provisions providing alternative language for school districts as to access to sex-segregated school facilities. Option 1 does not define specific requirements or limitations for bathroom and locker room access. While providing for flexibility, Option 1 lacks specific requirements that may be useful to school staff. Option 2 specifies that schools should not require transgender individuals to use sex-segregated facilities inconsistent with the individual's gender identity.

**[Option 1]** Upon request, the District will work with transgender students and parents to determine appropriate accommodations in regard to bathrooms and locker rooms. If a student is uncomfortable using a shared restroom or locker room, regardless of the reason, considerations can include safe and non-stigmatizing alternatives such as the addition of a privacy partition or curtain, use of a nearby private restroom or office, or a separate changing schedule.

**[Option 2]** Access should be allowed to restrooms and locker rooms based on the gender identity consistently expressed by the student or employee. Transgender individuals should not be required to use facilities that are inconsistent with their gender identity, nor should they be required to use single-user facilities. Upon request, the District will work with transgender students and parents to determine appropriate accommodations in regard to bathrooms and locker rooms. If a student is uncomfortable using a shared restroom or locker room, regardless of the reason, considerations can include safe and non-stigmatizing alternatives such as the addition of a privacy partition or curtain, use of a nearby private restroom or office, or a separate changing schedule.

#### **Student Intramural and Interscholastic Activities and Athletics**

Note: The following athletic rules reflect a 2023 state regulatory amendment limiting participation on high school female competitive and contact sports teams to those athletes assigned female at birth. 4 AAC 06.115(b)(5)(D). That regulation relies upon the Alaska School Activities Association to define competitive or contact sports and ASAA's implementation of these terms is incorporated below. For all other sports and activities not limited by 4 AAC 06.115(b)(5)(D), the language reflects participation consistent with a student's gender identity.

WORKSHEETS for the district policy committee:

DISCARD WHEN FINISHED

Students

~~All students will be permitted to participate in~~ **District-sponsored intramural and interscholastic activities:** ~~sports~~ All students will be permitted to participate in a manner consistent with their gender identity consistently expressed at school.

Note: School and District activities can include those governed by ASAA. ASAA governed activities include: Art; Drama, Debate, & Forensics; Dance/Drill Teams; Honor Band, Choir, Orchestra; Music Festivals; Solo & Ensemble Music Festivals; Student Government; and World Language Declamation.

**District-sponsored intramural and interscholastic athletics:** Furthermore,

1. For all sports offered at the elementary, middle or junior high school levels, all students will be permitted to participate ~~in District-sponsored interscholastic athletics~~ in a manner consistent with their gender identity. If a middle or high school student is participating on high school team, the rules for high school sports apply.
  
2. For high school sports, a student's gender may be applicable to participation depending upon the particular sports division. The following is consistent with ASAA's rules for interscholastic competitions.
  - a. Single Division Sports: Where a single team is established for general student participation, all students may participate in a manner consistent with their gender identity. ASAA's single division sports include football, cheer, rifle, hockey, and baseball.
  - b. Double Division Sports: Where two teams are established for a single sport, those teams will be identified as "girls" and "open" (formerly identified as "boys"). All students may participate on an open team consistent with their gender identity. For girls' teams, participation is limited to students assigned female at birth. ASAA's double division sports include: cross country; swim and dive; wrestling; Nordic ski; basketball; track; soccer, and bowling.
  - c. Girls' Sports: Where a team has been established exclusively for girls, participation is limited to students assigned female at birth. ~~ASAA determines its own rules for interscholastic competitions.~~ ASAA's girls' sports include: volleyball; gymnastics; flag football; and softball.
  
3. Procedures for participation
  - a. Notice to the School: The student and/or parents shall contact the school administrator or athletic director indicating that the student has a consistent gender identity different than the gender listed on the student's school registration records or state birth record, and that the student desires to participate in activities in a manner consistent with his/her gender identity and the rules set forth above.
  - b. Eligibility to participate in a manner consistent with the student's gender identity, or to participate on a girls' team, will remain applicable for the duration of the student's participation and does not need to be renewed every sports season or school year.
  - c. Participation on a girls' team, including both double division girls' and girls' only sports, requires verification that the student was assigned female at birth. Verification will be based upon the student's official birth record issued at the time of birth. If that record is unavailable, or the issue date and the birth date listed do not logically indicate

Students

- the record is the original birth record, inquiry should be made of the parent as to whether the student was assigned female at birth.
- d. A student assigned female at birth is eligible for participation on either the girls' or open teams and can vary that participation for different sports, seasons, and years. For example, the student can join the open swim team and the girls' basketball team, and, the following year, change that participation. However, the student cannot change teams during the same season. For example, once choosing to join the girls' swim team, the student cannot change to the open swim team that season.
- ~~Throughout high school, a student may only assert a single gender or gender identity for athletic or intramural participation and may not switch between male and female activities. An exception to this rule may be granted by the Superintendent in cases where the student's gender identity only becomes known or consistently asserted at some point during high school.~~
- e. ~~e.d.~~ All communication among involved parties and any documentation shall be kept confidential, unless the student and family choose to reveal discussion or documentation. A student's eligibility for athletic participation, including verification of gender assigned at birth, may be shared with ASAA as necessary to facilitate the student's participation.
- ~~fe.~~e. Should eligibility be denied because of concerns about whether a student's request to participate in a District-sponsored sports activity consistent with his or her gender identity is bona fide, a student may seek review of his or her eligibility for participation through the Student Grievance Process, set forth in BP 1312.3.

### **Other Gender-Based Activities, Rules, Policies and Practices**

Schools should regularly evaluate all gender-based activities, rules, policies, and practices and maintain only those that have a clear and sound pedagogical purpose.

Students shall be permitted to participate in any such activities or conform to any such rule, policy, or practice consistent with their gender identity.

### **Dress Code**

Students and staff shall have the right to dress in accordance with their gender identity, within the constraints of the dress codes adopted by the district. School staff shall not enforce a school's dress code more strictly against transgender and gender nonconforming students than other students.

### **Student Transitions**

Transition is the process in which a person goes from living and identifying as one gender to living and identifying as another. When a student transitions during the school year, the principal or designee will hold a meeting with the student and parent(s) to discuss their desires and concerns. The principal or designee should discuss the student's timeline for the transition process in order to support a safe and accepting environment at the school.

The principal will train other administrators and any staff that interact directly with the student on the transition plan, timelines for transition, and any relevant legal requirements.

WORKSHEETS for the district policy committee:  
DISCARD WHEN FINISHED

Students

### **Training and Professional Development**

District administration should provide training to appropriate staff on their responsibilities under applicable laws and this regulation. Training should include the responsibility to prevent, identify and respond to bullying, harassment and discrimination. This includes treating transgender students and employees respectfully to foster a spirit of inclusion and to refrain from making disparaging comments or comments seeking gender conformity.

*Revised ~~3/2017~~ 10/2023*

## INTERSCHOLASTIC COMPETITION

BP 6145.2

The School Board considers the interscholastic program an integral component of the district educational program. The interscholastic athletic program shall be geared to the interests and abilities of all students ~~of both sexes~~ and varied in scope to ensure wide participation, consistent with the financial and personnel constraints of the district.

*(cf. 6145 - Extracurricular and Cocurricular Activities)*

The School Board shall not approve membership of the district, or any school in the district, in any voluntary interscholastic athletic organization which discriminates against or denies the benefits of any program to any person on the basis of race, sex, or ethnic origin.

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

*(cf. 5145.3 Nondiscrimination)*

The School Board shall maintain general control over all aspects of the interscholastic athletic policies, programs and activities in the district, including eligibility, season of sport, number of sports, personnel, and sports facilities. The Superintendent or designee shall be responsible to the School Board for district compliance with federal and state law.

*(cf. 6145.21 - Sportsmanship)*

The School Board recognizes its responsibility to ensure that the health and welfare of students is given the highest consideration in planning a program of interscholastic competition. Special care shall be taken to ensure that all interscholastic training and competition is organized and supervised in a manner which will not overtax the physical capabilities of the participants. The district interscholastic program shall ~~provide~~require for medical examinations, ongoing medical supervision, and the use of protective equipment as appropriate.

*(cf. 5131.63 - Performance Enhancing Drugs)*

### *Legal Reference:*

#### ALASKA STATUTES

*14.18.040 Discrimination in recreational and athletic activities prohibited*

*14.30.365 Interscholastic activities; eligibility*

#### ALASKA ADMINISTRATIVE CODE

*4 AAC 06.115 Interscholastic activities*

*4 AAC 06.520 Recreational and athletic activities*

*4 AAC 06.600 Definitions*

*Revised ~~3/2013~~ 10/2023*

WORKSHEETS for the district policy committee:  
DISCARD WHEN FINISHED  
Instruction

**AASB POLICY REFERENCE MANUAL**  
**9/92**

**INTERSCHOLASTIC COMPETITION**

AR 6145.2(a)

**Alaska School Activities Association (ASAA) Eligibility Requirements**

Note: The following ASAA rules are intended to be minimum requirements for student eligibility to participate in all sanctioned interscholastic activities. These rules do not preclude a school or district from imposing additional rules that are reasonable and not in conflict with those set forth below.

In order to participate in ASAA activities, the following conditions of eligibility must be met:

1. Students must properly register in a 9-12 high school program or any combination thereof, in the school where the student will participate (“School of Eligibility”).

Note: Students enrolled in statewide correspondence programs (who are ASAA members) must comply with the enrollment rules. If a student is enrolled full time in the statewide correspondence program, the student may not participate on another school’s team. ASAA rules should be consulted regarding eligibility for students attending non-member charter schools, alternative schools, or programs.

2. Students may not be graduated seniors, with the exception that the eligibility of a senior graduating near the end of a regular school year shall extend through the conclusion of any current school athletic season in which he or she is participating.
3. All ~~second semester~~ freshmen, sophomores, and juniors, as well as seniors who are not on track to graduate, must be enrolled in a minimum of 2.5 semester units of credits or equivalent at the School of Eligibility or its district, that lead to granting of credit toward graduation.
4. Students in grade 12 who are on track to graduate must be enrolled in a minimum of ~~two~~~~four~~ semester units of credit at the School of Eligibility or its district.
5. Students must maintain at least an overall 2.0 GPA during the current semester. Students who do not maintain this GPA may regain eligibility during the current semester by achieving and maintaining an overall 2.0 GPA.
6. Students must be in regular attendance at school classes in which enrolled or for which credit is granted (or be enrolled in a district or member school correspondence program).
7. All first semester freshmen are immediately eligible. All second semester freshman, sophomores, and juniors, as well as seniors who are not on track to graduate, must have passed at least 2.5 ~~five~~ semester units of credit, or the equivalent, during the previous semester. ~~and maintained a 2.0 overall GPA.~~

**INTERSCHOLASTIC COMPETITION (continued)**

AR 6145.2(b)

8. Second semester seniors who are on track to graduate must have passed ~~two~~four semester units of credit, or the equivalent, during the previous semester, ~~and maintained a 2.0 overall GPA.~~
9. First semester seniors must have passed at least ~~2.5~~ five semester units of credit, or the equivalent, during the previous semester in order to be eligible anytime during the current semester.
10. All students, with the exception of first semester freshmen, must have maintained at least an overall 2.0 GPA for the previous semester. Students who did not maintain an overall 2.0 GPA may regain eligibility in the current semester by achieving and maintaining an overall 2.0 GPA.
11. Students must meet additional district eligibility requirements, if any.
12. Students with IEPs participating in Unified Sports as “athletes” will have their eligibility requirements determined by the IEP team.

*(cf. 6145 - Extracurricular activities)*

Semester credit rules apply to each semester, following the first semester of the ninth grade. All first semester freshmen are immediately eligible for ASAA activities during the first semester.

A grade of incomplete is considered as not passing until the incomplete is changed on the official school records. Academic deficiencies may be made up through successful completion of correspondence courses or summer school. Correspondence study students must meet the same time frame as regular students.

A student expelled from a school is not eligible to participate in the interscholastic competition at another school during the period of expulsion.

**Maximum Participation Rule**

Note: No student may have more than eight consecutive semesters of ASAA eligibility.
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1. Students first entering 9<sup>th</sup> grade will have eight consecutive semesters of eligibility.
2. Students first entering 10<sup>th</sup> grade will have six consecutive semesters of eligibility.
3. Students first entering 11<sup>th</sup> grade will have four consecutive semesters of eligibility.
4. Students first entering 12<sup>th</sup> grade will have two consecutive semesters of eligibility.

**Age Rule**

A student who becomes nineteen (19) years of age on or before August 1 shall be ineligible for interscholastic competition.

WORKSHEETS for the district policy committee:  
DISCARD WHEN FINISHED

Students receiving special education who remain enrolled in high school beyond their 19<sup>th</sup> birthdays may be eligible for a waiver of the age rule.

Gender Rule

A student participating on a girls' competitive or contact sports team must have been assigned female at birth as verified by the student's original birth record or by the parent if that record is unavailable.

The gender rule is applicable to participants in the following competitions:

<u>Volleyball</u>	<u>Gymnastics</u>
<u>Flag Football</u>	<u>Softball</u>
<u>Girls' Cross Country</u>	<u>Girls' Swim &amp; Dive</u>
<u>Girls' Wrestling</u>	<u>Girls' Nordic Ski</u>
<u>Girls' Basketball</u>	<u>Girls' Track</u>
<u>Girls' Soccer</u>	<u>Girls' Bowling</u>

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**Eligibility Reporting**

1. The Superintendent or designee shall submit to ASAA, through the online School Activities Reporting System (SARS)~~Electronic Master Eligibility System~~, a Master Eligibility List for each activity. The list must be submitted before the first contest of that season. For competitions that involve only one contest, the list must be received by ASAA at least five days before the contest. Any additions or deletions to the eligibility list must be entered into SARS ~~filed as an addendum to the original list~~ before an individual is eligible to participate.
2. Activities that require Master Eligibility Lists to be filed with the ASAA office are as follows:

All-State Art Competition

Badminton ~~All State Honor Music~~

Baseball

Basketball

Bowling

Cheerleading/Dance/Drill Team Competitive

Nordic Skiing

Cross Country Running

Football

Debate/Drama/Forensics

Flag Football

Esports ~~8-player Football~~

Ice Hockey ~~(both boys and girls)~~

Gymnastics

Soccer

Rifle

Music: Solo, and Ensemble, All-State

—————Softball

Swimming and Diving

State Student Government Conferences

Track and Field

Tennis

Girls Volleyball and Mixed Six Volleyball

Wrestling

World Language Declamation

## **Drug Free Environment**

All ASAA sponsored events will be conducted in drug free environments. Use, possession, and/or distribution of alcohol, tobacco, or controlled substances is strictly prohibited.

*Revised ~~3/2017~~ [10/2023](#)*

**E 6145.2 INTERSCHOLASTIC COMPETITION (see Article 6)**

Note: it is recommended that this Exhibit be removed. This Exhibit reflects ASAA's Play for Keeps – Tobacco, Alcohol, and Drugs (TAD) policy. The language is not current and families and athletes should be referred to ASAA's website for current language and requirements.

## E 6145.2 INTERSCHOLASTIC COMPETITION - ASAA CITIZENSHIP RULE

Note: The following Exhibit is ASAA's Citizenship Rule and Controlled Substance, Alcohol and Tobacco Policy. All students who participate in any ASAA sanctioned activity which requires the submission of the Master Eligibility List (see AR 6145.2 for a list of those activities), will be subject to the rules below as a condition of eligibility. Violations of the policy are cumulative throughout a student's high school years in Alaska, regardless of which school the student is attending. Schools, not ASAA, will determine whether a violation has occurred and must report violations to ASAA as specified below.

**(Adoption 4/28/08)**

ASAA Bylaw Article 12, Section 8, Citizenship Rule and Tobacco, Alcohol and Controlled Substance Policy Reference.

### Citizenship Rule:

The determination by a member school that a student is ineligible based on poor citizenship or violation of the Tobacco, Alcohol and Controlled Substance Policy, is not appealable to the Association.

### Expelled Student:

A student who is expelled from a member school will not be eligible in another member school for the duration of the period of expulsion.

#### A. Tobacco, Alcohol and Controlled Substance Position Statement:

ASAA and its member schools recognize that the use of tobacco, alcohol and controlled substances is a significant health problem for many students, resulting in negative effects on behavior, learning and their total development. The use of tobacco, alcohol and controlled substances by students affects academic development, personal growth, extracurricular activities participation and the development of related skills. Others affected by misuse and abuse are family members, teammates and other significant persons in their lives.

ASAA and its member schools believe that close contact of parents, coaches, advisors, students and communities in interscholastic activities and classrooms provides a unique opportunity to observe, confront and assist one another. It is the philosophy of ASAA and its member schools that students should be encouraged and supported in their efforts to develop and maintain a chemical-free life style.

Participation in ASAA sanctioned sports and activities is a privilege which requires all participants to adhere to rules imposed by the member schools and/or member districts that students attend and represent. The policy described in this article is intended to further the following purposes:

1. To emphasize the health and safety of students while participating in activities, to recognize the long-term physical and emotional effects of tobacco, alcohol and controlled substance use on student health, and to minimize the potential for injury.
2. To promote a sense of order and discipline among students.
3. To recognize that a student's possession, distribution or use of controlled substances, alcohol, or tobacco during the school year or during interscholastic competition outside of the school year, even during times when the student is not actively participating in interscholastic activities, may nevertheless be detrimental to health, safety, order and discipline when the student is participating.
4. To assist schools in the establishment of policies that are consistent with ASAA standards of athletic and activity eligibility.
5. To support schools that have programs to assist students who desire to resist peer pressure which directs them toward the use of tobacco, alcohol and controlled substances.

B. Tobacco, Alcohol and Controlled Substance Policy:

The Board of Directors has implemented a statewide policy regarding the possession, distribution and use of controlled substances, alcohol and tobacco. This policy includes an educational component, minimum penalties which are cumulative and progressive, a time period in which the policy applies, an explanation of how violations are determined and reported, a required Student and Parent/Guardian Acknowledgment Form which must be signed prior to participation, and a definition of terms.

The complete Tobacco, Alcohol and Controlled Substances (TAD) Policy follows below.

**Tobacco, Alcohol and Controlled Substances (TAD) Policy**

In order to ensure adoption of consistent tobacco, alcohol and controlled substances use policies by member schools and districts, ASAA requires that member schools and districts adopt the following policy for their enrolled and alternative education program students who are participating in interscholastic activities. This is intended to set forth minimum restrictions and penalties, subject to greater or additional restrictions or penalties which may be adopted by member schools or school districts.

**1. Prohibited Conduct:** The possession, distribution or use of any tobacco products, including "E" or electronic cigarettes, alcohol and controlled substances (as defined in Section 10 of this policy) by a student-athlete or activity participant, whether it occurs on or off school property, is prohibited and shall result in the penalties set forth herein.

**2. Time Period During Which Policy Applies:** The policy in this section applies to any student who is participating or has participated in interscholastic activities

starting from the student's first participation in interscholastic activities, at any ASAA member school, and continuing until the student graduates from high school. This policy applies during "calendar days" as defined in this section. The policy first went into effect on July 28, 2008.

**3. Educational Component:** The educational component is a critical part of the policy and is comprised of four parts; Pre-Participation Orientation, First Offense, Second Offense, and Third Offense. ASAA will provide the first three parts of this component to member schools on DVD and through the ASAA website. An overview of each part is included under Section 10. Definitions.

**4. Cumulative and Progressive Penalties:** Violations of this policy will be cumulative and progressive, as described in the following paragraph, throughout a student's high school years. If a student transfers from one ASAA member school to another ASAA member school, the student's cumulative violations will accompany such transfer and shall be the basis for any additional penalties should further violations occur.

**5. Minimum Penalties for Violation of this Policy:** Minimum penalties for violations of this policy are:

First Offense	The student will be suspended from interscholastic activities and practice for 10 (ten) calendar days (as defined in Section 10). Fifty (50) percent of the suspension will be forgiven and the student may return to practice if the student and parent/guardian complete the <u>First Offense</u> educational component.
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For tobacco use, if a student under the First Offense Penalty violates the Tobacco Rule within the 10 (ten) calendar day period of suspension, the student's period of suspension will start over again; the First Offense educational component will become mandatory, and no forgiveness will be granted. This process will continue until the student has demonstrated 10 (ten) calendar days without a subsequent tobacco violation. A student who has not completed a suspension or re-suspension under the First Offense Penalty for violation of the Tobacco Rule does not become subject to imposition of penalties under a Second, Third or Fourth Offense for violation of the Tobacco Rule, until the student has completed all suspensions and re-suspensions under the First Offense Penalty for tobacco use. A student serving a First Offense Penalty under the Tobacco Rule is, however, subject to immediate imposition of a Second Offense Penalty to the

	extent this is based upon violation of the non-tobacco prohibitions under this Policy.
Second Offense	The student will be suspended from interscholastic activities and practice for forty-five (45) calendar days. Both the student and parent/guardian must complete the Second Offense educational component prior to the student's return to competition and there will be no forgiveness of calendar days of suspension. While under the period of suspension, the student may return to practice after completion of the Second Offense educational component. A student may need additional days of practice before returning to competition (See Article 7, Section 5).
Third Offense	The student will be suspended from interscholastic activities and practice for one (1) calendar year. Both the student and parent/guardian must complete the Third Offense educational component prior to the student's return to competition and there will be no forgiveness of calendar days of suspension. While under the period of suspension, the student may return to practice after completion of the Third Offense educational component. A student may need additional days of practice before returning to competition (See Article 7, Section 5).
Fourth Offense	The student's privilege to participate in interscholastic activities and practice is revoked for the remainder of the student's high school years.

These are minimum penalties which may be increased by the member school or member school district, based upon (1) the nature of the violation, (2) the extent to which it occurs on school property or during school activities, and (3) the extent to which it arises in the context of the student's participation in interscholastic activities. Penalties shall be imposed beginning on the first calendar day following a determination that a violation has occurred, except to the extent a school's appeals policy permits a student to continue to participate pending final determination of any appeal filed by the student under such policy. In such case, penalties shall be imposed on the first calendar day following a determination on appeal that a violation has occurred. A student shall be considered ineligible during each calendar day in which a penalty is imposed.

**6. Determination of Violations:** In implementing this policy, it will be the member school's responsibility to determine the nature and extent of a violation, to impose and enforce any penalty, to report each violation to ASAA on a standardized form, and to maintain records of all violations by each student occurring after the student's first participation in interscholastic activities. A member school's determination that a violation has occurred and its imposition of penalty may not be appealed to ASAA. If a member school or member school district reverses a

determination of violation, it shall promptly notify ASAA of such reversal. Alleged failure of a member school or district to enforce this policy may not be the basis for either a report of rules violation to the Executive Director or of a member school's protest against another school, under ASAA Bylaws. Violations and penalties are to be based upon noncompliance with the policy by the student participant, by the student's parents/legal guardians, or both, provided however, that where a violation is based solely upon action or inaction of the parent or legal guardian and not of the student participant, under circumstances completely beyond the control of the student and where it would be manifestly unfair to disqualify the student on this ground, the member school may, at its discretion, withhold imposition of a penalty against the student.

**7. Violations Reported to ASAA and Confidentiality Requirement:** After determining that an enrolled student, or an alternative education program student who has been granted eligibility at a member school, has committed a violation, the member school shall report the violation to ASAA on the required form. ASAA will provide a School Report of Violation Form to member schools and districts. Member schools and districts must report to ASAA a violation of this policy within 3 calendar days of determination that such violation has occurred. A report of violation must show all violations which occurred at the member school or district and the dates thereof, including the specific basis upon which a determination of violation was made. It is ASAA's intention to maintain the confidentiality of all such reports. As such, information concerning a student's previous violations will be disclosed by ASAA only to an administrator of the member school which the student is attending. A school administrator to whom such information has been disclosed may exercise discretion to provide such confidential information as is appropriate to the student's coach or other activity administrator, but only to the extent that such information is provided in a good faith effort to prevent violations and to assist the student in maintaining a lifestyle free of tobacco, alcohol and controlled substance use, and to maintain eligibility to participate in interscholastic activities. An administrator who provides any confidential information to a student's coach or other activity supervisor shall assure that such person will use the information only in communications with the student and shall otherwise maintain strict confidentiality of the information. ASAA's records of violation shall be made available to the student and/or the student's parent or legal guardian upon written request.

**8. Student and Parent/Guardian Acknowledgement:** ASAA will provide a Student/ Parent/Legal Guardian TAD Acknowledgement Form to member schools and districts. The form will explain the policies of this section and penalties for violations. The form must be signed by the student and the student's parent or legal guardian, and requires that the student and parent or legal guardian acknowledge that they have read and understand the terms of the policy, including the potential penalties for violations, and that it requires the school to report such violations to ASAA. The form will require that the student and parent or legal guardian agree to be bound by these terms. Prior to each season in which a

student participates in interscholastic activities, a copy of the signed form must be returned to the school before the student is permitted to participate. Member schools shall keep a copy of the signed forms on file. This means, that although a student will be required to view the orientation video only once per year, the signed acknowledgement forms must still be turned into the office prior to each season of participation.

**9. Student Emancipated by Age or Marriage:** The requirements in this policy that a parent or legal guardian sign the *Student/Parent/Legal Guardian TAD Acknowledgement Form* and that require that a student's parent or guardian participate in the Pre- participation Orientation or in mandatory education arising from an offense do not apply to a student who has obtained the age of 18 (eighteen) years, or who becomes married if the student has reached the age of 16 (sixteen).

**10. Definitions:** As used in this section, terms are defined as follows:

Electronic "E" Cigarettes - E-cigarette "means any electronic oral device, such as one composed of a heating element, battery, and/or electronic circuit, which provides a vapor of nicotine or any other substance, and the use or inhalation of which simulates smoking. The term shall include any such device whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e- pipe, or under any other product name or descriptor."

Calendar Days - Each day, including weekends and holidays, during the member school's school year. Additionally, if a student participates in any interscholastic activity, including practice, outside of the school year, then the entire period of such participation, including intervening weekends and holidays, counts as calendar days for such student.

Controlled Substance - Any substance appearing on the list of Controlled Substances identified by the federal Office of the Drug Enforcement Administration or as set forth in [21 U.S.C. Section 812](#), unless the student's usage of such substance is consistent with a physician's prescription for the student's usage.

The DEA list of Controlled Substances appears on its internet website at <http://www.dea diversion.usdoj.gov/schedules/index.html#list>.

ASAA will endeavor to provide member schools with an updated List of Controlled Substances; however, for purposes of ASAA's policy, the current list maintained by the DEA is controlling. In addition, any substance listed as illegal or restricted by Alaska statute or regulation, classified as a "designer drug" by the federal Office of Drug Enforcement Administration or by Alaska statute or regulation, shall be considered a controlled substance for the purposes of this policy.

Report to ASAA - Violations must be reported to the ASAA office within three days via the Electronic Reporting System.

Suspension - As defined in Article 5, Section 1 (A) (6) of ASAA bylaws.

Educational Component - A series of DVD's, software and web based training programs and counseling ranging from a pre- participation orientation session to remedial programs for first through third time offenders. These are designed to keep students in school, teach them responsibility, educate them and their parents/guardians on new behaviors and lifestyles, instill accountability, exemplify teamwork, teach positive decision making skills, and keep students eligible for interscholastic activities.

**An overview of each part follows:**

Pre-Participation Orientation: The Orientation is required of all student participants and parent/guardian annually, at the beginning of the student's first season of the school year, before the student is eligible to participate. This session is a short informative presentation designed to encourage students and parents/guardians to understand the policy and the consequences for violation. Upon completion of the Orientation, the student and parent/guardian must sign the Student/Parent/Legal Guardian TAD Acknowledgement Form as stated in B. 2. above for the student to gain eligibility.

Schools will affirm that this has happened by marking the designated field on the Master Eligibility List.

*(Note added for clarification purposes - The board did not change the following provision). "Prior to each season in which a student participates in interscholastic activities, a copy of the signed form must be returned to the school before the student is permitted to participate. Member school shall keep a copy of the signed forms on file." (This means that although a student will be required to view the orientation video only once per year, the signed acknowledgment form must be turned into the office prior to each season of participation).*

First Offense: This optional session for students who have committed a First Offense is designed to educate students and their parents/legal guardians on how to make positive decisions that will instill accountability and new behaviors in the students.

Upon successful completion of this part by both the student and parent/guardian, 50% of a student's suspension from activities will be

forgiven. Students completing the First Offense component may return to practice prior to the completion of the period of suspension.

Repeat violations of the Tobacco Rule during the 10 (ten) calendar days of suspension will result in mandatory participation in the First Offense educational component prior to returning to competition. For repeat violations of the Tobacco Rule only, the Second Offense penalties, if based on violations of the Tobacco Rule, will not be imposed unless there is a repeat violation of the Tobacco Rule after the student has completed all suspensions and re-suspensions under the First Offense.

Second Offense: This required session for students who have committed a Second Offense as well as their parents/guardians, must be completed before a student regains eligibility. It is more in-depth than is presented in First Offense. Students completing the Second Offense component may return to practice prior to the completion of the period of suspension. There is no forgiveness of mandatory suspension and students returning to play after this offense may need additional days of practice prior to competition.

Third Offense: Students who violate this policy for a third time have a significant problem. This required session for students who have committed a Third Offense under the rule and wish to regain their eligibility, will target the specific at-risk behaviors and may involve multiple agencies. A Student under the Third Offense educational component must:

- seek assessment and counseling/treatment from a local health care professional,
- successfully complete the recommendations of the care provider and submit a letter from the agency, demonstrate a commitment to remain substance free,
- make a presentation to the District School Board requesting reinstatement of interscholastic eligibility,
- notify ASAA through the school administration that all conditions have been successfully completed, and request reinstatement by ASAA.

Students completing the Third Offense component may return to practice prior to the completion of the period of suspension.

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**9/92**

**AASB Policy Reference Manual**

**Chatham School District**