

REVIEW THE MEMBERSHIP PROVISIONS, THEN SCROLL BELOW AND COMPLETE THE FOLLOWING:

- 1) Select the member school name,
- 2) Enter the name of the Principal or Bylaw 1 Designated Representative(the only person authorized to sign this form)
- 3) Select the position of the person signing the form (must be Principal or Bylaw 1 Designated Representative)
- 4) Enter the date of the form;
- 5) Use your mouse to sign the form,
- 6) Read the details and then at the bottom, select SUBMIT

#### 2022-2023 MEMBERSHIP APPLICATION

##### SCHOOL MEMBERSHIP DUES

Schools desiring to become a member of the Association shall pay a fee in accordance with their prior year second-month enrollment on the following schedule:

- (1) Schools enrolling less than 100 students and offering only individual sports or sport-activities shall pay \$500;
- (2) Schools enrolling 1-400 students in grades 9-12 shall pay \$1000;
- (3) Schools enrolling 401-610 students in grades 9-12 shall pay \$1500;
- (4) Schools enrolling 611-899 students in grades 9-12 shall pay \$2000; and
- (5) Schools enrolling more than 899 students in grades 9-12 shall pay \$2500.

The annual membership dues billing shall include any money in arrears by the member school for items other than membership dues.

##### MEMBERSHIP CRITERIA

- a) Pursuant to 702 KAR 7:065, Section 1, the KHSAA has been designated as the Kentucky Board of Education's agent to manage interscholastic athletics at the high school level in the common schools, including a private school desiring to associate with the KHSAA and compete with a common school.
- b) Any school desiring to associate with the KHSAA shall complete, sign and submit this application to the KHSAA together with the applicable dues, which shall be considered by the KHSAA Board of Control.

c) The following are the basic criteria for membership in the KHSAA:

- (1) The school shall have the 12th grade as the terminating grade, and not enroll students in only grades K-5;
- (2) The school shall be:

a. A public school under the auspices of the Kentucky Department of Education fitting into one of the following membership categories:

A1 (District operated general or multi-program school),

A5 (District-operated alternative education program with no definable attendance boundaries designed to remediate academic performance, improve behavior, or provide an enhanced learning experience. This designation should only be used for offsite alternative education programs and the students may not be A1 enrolled at any other school);

B1 Laboratory or training school operated by college or university);

D1 (State Department of Education operated school),

F1 (Federal Dependent school); or

b. A non-public school (private, parochial or church affiliated school fitting into one of the following membership categories:

J1 - Roman Catholic School,

M1 - Other religious school or

R1 - Private, non-church school)

Each of these must have been certified by the Kentucky Board of Education consistent with KRS 156.160(3) (see KDE website for Certification Process for Non-Public Schools), is a current member of the Kentucky Non-Public School Commission, and is accredited by one of the listed approved accrediting agencies;

(3) The school shall agree, through this application and other monitoring methods, to adhere to and abide by the KHSAA Constitution, Bylaws, Competition Rules and all other policies and directives of the KHSAA Commissioner or Board of Control;

(4) The school shall pay the membership dues and any and all assessed fines by the imposed deadline;

(5) The Principal or Designated Representative shall be required to attend an annual in-person update (not including the KHSAA Annual Meeting of the Membership) concerning the rules, regulations and policies of the Association, to provide feedback on Association ongoing activities, and to clarify ongoing issues or concerns related to athletics.

##### ELIGIBILITY FOR CHAMPIONSHIP PLAY

a) All full members of the Association shall be eligible to enter championship play sponsored by the KHSAA provided there is no other restricting reasons such as sanction under the provisions of Bylaw 27;

b) A new school formed by the local board of education from existing KHSAA member schools:

(1) Shall be immediately eligible for championship participation upon acceptance of the application for new membership upon approval of the Board of Control provided it meets all of the criteria for membership including having a full graduating class; and

(2) Shall be assigned a member of the staff for a period of not less than two years to serve as a mentor to guide the school in the rules and regulations of the Association and to report to the Board of Control prior to a decision to renew membership;

c) Any other school applying for new membership:

(1) shall be ineligible for championship play during a candidacy period from the date of acceptance of the application through the end of the second approved year of membership and provided that at the end of this period, it meets all of the criteria for membership including having a full graduation class;

(2) If approved by the Commissioner, the school on candidacy status is allowed to exhaust any contest contracts that were signed prior to joining the KHSAA;

(3) The candidacy school may therefore, if approved, compete against those non-member schools in contests during this period;

(4) However, once those contracts are exhausted, the school in candidacy status will not be able to compete against non-member schools located in Kentucky;

(5) The playing season in all sports will end for schools in candidacy status at the end of the regular season in each sport;

(6) Shall not be eligible to compete in postseason play against other KHSAA schools until the end of the candidacy period; and

(7) Shall be assigned a member of the staff for a period of not less than four years to serve as a mentor to guide the school in the rules and regulations of the Association and to report to the Board of Control prior to a decision to renew membership.

##### ACKNOWLEDGEMENTS

a) Each school desiring to join the KHSAA shall agree to compliance comply with certain specific requirements of the Board of Control. By signing this application on behalf of this school, the Principal or Designated Representative acknowledges that:

(1) The local Board of Education or School Based Decision-Making Body has given the undersigned Principal authorization to apply for renewal of membership in the KHSAA for the above referenced Academic School Year;

(2) The school is a voluntary member of the KHSAA and is in compliance complies with the KHSAA Constitution, Bylaws, Competition Rules and all other policies and directives of the KHSAA Commissioner or Board of Control;

(3) In accordance with Under the KHSAA Constitution, the Board of Control is the final authority in determining Competition Rules (including assignment of schools to district, region, and/or class);

(4) The Principal/Designated Representative has read, understood and agrees to abide by the KHSAA Constitution, Bylaws, Competition Rules, Due Process Procedure and all other policies of the KHSAA Commissioner or Board of Control as now enacted or later amended;

(5) The school will abide by any and all of the rulings and directives of the KHSAA Commissioner, Assistant Commissioners, Hearing Officer or Board of Control, and at all times act in the best interests of the KHSAA;

(6) The school will self-report any and all violations of the KHSAA Constitution, Bylaws, Competition Rules, Due Process Procedure or all other policies and directives of the KHSAA Commissioner or and Board of Control, and any ruling by the KHSAA and its Commissioner, Assistant Commissioners, Hearing Officer or Board of Control;

(7) The management of the athletic program is not in contradiction to state or federal law, including the submission of the proper materials in a timely manner on time as

requested by the Commissioner to fully comply with 702 KAR 7:065, Section 3(15) as it relates to monitoring compliance with 20 USC Section 1681 (Title IX);

(8) The KHSAA may impose penalties as detailed in the Bylaws of the KHSAA against this school for violation of the KHSAA Constitution, Bylaws, Competition Rules, Due Process Procedure or all other policies and directives of the KHSAA Commissioner or Board of Control, and agree to timely adhere to and abide by any and all penalties assessed against this school under the Bylaws of the KHSAA or any other rule, regulation or policy;

(9) The school will comply with the principles of institutional control as defined within the Bylaws of the KHSAA and the KHSAA's published interpretations thereof;

(10) The school will comply in a timely manner on time with any and all requests by the KHSAA and its officials for information, records and reports;

(11) Any information submitted via the KHSAA online system using the secure login of an authorized school administrator shall be deemed to have been approved and signed off by the Principal;

(12) All records of the school including financial, scholastic and attendance, are open and available for inspection by the KHSAA and its officials;

(13) This The school's records are available for inspection and that this school has the financial aid need analysis for its student-athletes performed by an approved agency as listed in the KHSAA Handbook;

(14) The This school releases to the KHSAA and its official representatives permission to release the demographic information related to the athletic program (including motion picture and still photographic images) and all participation statistics (including height, weight and year in school, participation history and other performance- based statistics) and other information as may be requested, and agrees that the students from this school may be photographed or otherwise digitally or electronically captured during KHSAA sanctioned or sponsored school-based competition and such product used in the course of normal KHSAA business including commercial and internet-based video and still images. All material including images and recordings and such image or other report may be used without further permission or compensation, specifically related to the KHSAA and its events without such use constituting a violation of rights under the Family Educational Rights and Privacy Act;

(15) The school has distributed KHSAA Form GE04 in its entirety, including the applicable student eligibility rules and the Physician consent and Parental permission forms to each prospective student-athlete, and that this school properly maintains on file the written permission of the parents of each student-athlete and the required physical examination physician consent form until after the student graduates from the school;

(16) The school has ensured that each student-athlete has insurance coverage up to the KHSAA Catastrophic deductible prior to before allowing them to practice (including try out) or play; and

(17) The school has maintained compliance with the Limitation of Seasons as published in the Bylaws of the KHSAA as it relates to the loss of school time for regular season athletic contests as well as properly monitoring the playing of scrimmage and regular season contests, and has not violated these provisions in any KHSAA sport, and this school will self-report any violations of these limitations.

(18) The school will take responsibility for and pay, reimburse the host site or the KHSAA, or repair any damage to postseason facilities, venues, or sites by the school's teams, students, or fans;

(19) Under KRS 160.445(4)(b), this school verifies the existence of a venue specific emergency action plan to deal with serious injuries and acute medical conditions in which the condition of the patient may deteriorate rapidly. The plan is to reviewed and rehearsed by simulation each athletic season shall:

a. Include a delineation of the roles of staff and emergency personnel, methods of communication, available emergency equipment, and access to and plan for emergency transport;

b. If one is available, identify the location of a portable automated external defibrillator and the procedures for its use during an emergency; and

c. Be in writing, reviewed by the principal of the school, distributed to all appropriate personnel, posted conspicuously at all venues, and reviewed annually and rehearsed by simulation prior to the beginning of each athletic season by all licensed athletic trainers, first responders, school nurses, athletic directors; interscholastic coaches and volunteer coaches of each athletic team active during that athletic season;

d. Be available for inspection by the KHSAA as requested.

(20) Under KRS 158.162, this school verifies that it has an adopted emergency plan which shall include:

a. Procedures to be followed in case of medical emergency, fire, severe weather, earthquake, or a building lockdown as defined in KRS 158.164; A written cardiac emergency response plan; and a diagram of the facility that clearly identifies the location of each automated external defibrillator;

(b) Such emergency plan shall be provided to appropriate first responders and all school staff;

(c) Such emergency plan shall be reviewed following the end of each school year by the school nurse, school council, the principal, and first responders and revised as needed;

(d) The principal shall discuss the emergency plan with all school staff prior to the first instructional day of each school year and document the time and date of any discussion;

(e) The cardiac emergency response plan shall be rehearsed by simulation prior to the beginning of each athletic season by all licensed athletic trainers, school nurses, and athletic directors; and all interscholastic coaches and volunteer coaches of each athletic team active during that athletic season; and

(f) The emergency plan shall be excluded from the application of KRS 61.870 to 61.884.

(21) Under KRS 156.162 (e), and effective June 29, 2023, verifies that it agrees to:

(a) Maintain a portable automated external defibrillator in a public, readily accessible, well-marked location in every middle and high school building and, as funds become available, at school- sanctioned middle and high school athletic practices and competitions and;

(b) Adopt procedures for the use of the portable automated external defibrillator during an emergency;

(c) Adopt policies for compliance with KRS 311.665 to 311.669 on training, maintenance, notification, and communication with the local emergency medical services system;

(d) Ensure that a minimum of three (3) employees in the school and all interscholastic athletic coaches be trained on the use of a portable automated external defibrillator in accordance with KRS 311.667; and

(e) Ensure that all interscholastic athletic coaches maintain a cardiopulmonary resuscitation certification recognized by a national accrediting body on heart health.

(22) The school shall send administrative representatives to one meeting per year (aka Regional Meetings) if such meetings are conducted by the Association.

(23) The school will actively promote sportsmanship by the manner in which it manages contests and scrimmages, including activity handling situations that arise with individuals such as fans who are not in the direct jurisdiction of contest officials.

**REASONS TO DENY OR REVOKE MEMBERSHIP**

The following is a list of reasons that the KHSAA Board of Control may either deny an application, suspend or revoke membership in the KHSAA:

(1) Failure to satisfy any of the Membership Criteria enumerated herein;

(2) Failure to adhere to and abide by any of the acknowledgments enumerated herein; or

(3) A documented pattern of continual violations and a general lack of institutional control as defined in KHSAA Bylaw 27.

MEMBER SCHOOL NAME	Harlan County
NAME OF PRINCIPAL OR DESIGNATED REPRESENTATIVE	H. Eugene Farmer
POSITION	Designated Representative
DATE	05/28/2023
SIGNATURE	

H. Eugene Fournier