

Guard Your Eligibility

The NSAA Guide to Interscholastic Eligibility Bylaws



Compliance with the rules will prevent your team, your school and your community from being penalized.





FORWARD

The responsibility is placed on the **administration** of a school to determine the eligibility of students for participation in NSAA-sanctioned interscholastic activities. The rules governing eligibility are listed in the NSAA Constitution & Bylaws. All applicable rules must be met before a student is permitted to participate in an NSAA activity. The NSAA staff is available to assist with any eligibility questions you may have. You must review the eligibility of all students each year.

This eligibility booklet contains forms and guidelines to be used in determining the eligibility of students in your school for interschool activities participation. Please give this material to the person in your school who has the responsibility of determining eligibility.

When a student enters your school for the first time, or when students are planning their academic program, someone other than the administration often works with these students. Those individuals are not always familiar with the rules governing NSAA activity eligibility. If they are involved in determining eligibility, he/she must be made aware of the major eligibility rules such as the transfer rule, scholastic rule, and season/semester rule. Again the NSAA staff is available to assist with any eligibility questions.

If it is necessary to declare a student ineligible, be certain that the individual is provided due process. Refer to the Due Process Procedure in the NSAA Constitution & Bylaws. After using the Due Process Procedure and the determination is made that the student is ineligible, provide the individual and his/her parent(s) with written notice of ineligibility.

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Mission

The public and non-public high schools of Nebraska voluntarily agreed to form the Nebraska School Activities Association for the following purposes:

- To formulate and make policies which will cultivate high ideals of citizenship, fair competition, sportsmanship, and teamwork, which will compliment the member schools' curriculum programs.
- To foster uniformity of standards in interscholastic activity competition.
- To organize, develop, direct, and regulate an interscholastic activity program, which is equitable, and will protect and promote the health and physical welfare of all participants.



Verification of Students' Eligibility to Participate in NSAA Activities

The requirement that students be eligible to participate in interschool activities is a fundamental rule of the NSAA. In reviewing the history of the NSAA, the setting of eligibility standards for interscholastic participation was the basic reason why the NSAA was formed. The integrity of the Association and fair competition between schools is dependent upon schools making every effort to comply with student eligibility rules and the enforcement of penalties for those that fail to carry out this responsibility.

In the majority of cases in which the NSAA has become involved when an ineligible student was used, the use of the ineligible student could have been prevented if the individual(s) delegated the responsibility for determining eligibility had done their job. It is this disregard of responsibility that places team or individual accomplishment in jeopardy.

The responsibility for determining the eligibility of students is set forth in NSAA Bylaw 2.1.2. All member schools should have an established procedure or policy that is to be followed to fulfill this responsibility. To help school personnel, the following packet of material is provided. It will take additional time and effort, but it may save time, embarrassment, and forfeiture of contests later.

Eligibility Reminders: The eligibility reminders are key factors, which need to be considered and verified in determining the eligibility of all your students who will participate in interschool competition. If there is any uncertainty, this should serve as a warning and the need to obtain additional information.

Eligibility Checklist: The Eligibility Checklist should be used to verify the eligibility of transfer students and students entering high school from a junior high school or middle school. This form should be completed during a conference with the student and, if possible, the legal parent(s).

Student/Parent Consent Form: A Student/Parent Consent Form is to be signed by the student and the legal parent. It is recommended that both legal parents sign, in the case of a divorce or separation the custodial parent must sign. If the student is not living with his/her parents, the legal guardian must sign. This form must be signed each year. The purpose of this form is to inform parents and students of the rules, to provide the "giving notice" requirement of due process, and provide a warning as to the potential of injury while participating. It is important that the enclosed (page 7) Student/Parent Consent Form language be used. It is essential that each individual participating in NSAA activities have a Student/Parent Consent form on file at your school. The insurance carrier for the NSAA requires the **WARNING to accompany the form.**

Head Coach Responsibility: Because the head coach of an activity is sometimes the first person to become aware of students entering your school for the first time, he/she must inform the administration and ask if the student has met the NSAA eligibility requirements. The head coach needs verification from the administration prior to allowing the student to participate.

Transfer Students: A student transferring from public school to public school, public school to private school, private school to public school, private school to private school, intra-district, or from out-of-state, without an accompanying permanent change of domicile of the legal parents, is varsity ineligible for 90 school days.

NSAA May 1st Transfer List: Students who transfer from one NSAA member school to another NSAA member school without a change in domicile can be made eligible by virtue of the NSAA May 1st Transfer List. Students and parents must give written consent to be placed on the NSAA May 1st Transfer List on or before May 1st. Such students will be granted immediately eligibility in the fall, provided the school into which the student transfers submits the student's name and consent form to the NSAA by May 1st. **A student may transfer under this rule one time during his/her high school years,** unless there is a change of domicile by the legal parent.

Any student who files the May 1st transfer paperwork and elects not to transfer in the fall shall become varsity ineligible for 90 school days at any NSAA member school.

International Transfer Students: Foreign exchange students who are a member of a recognized (by CSJET) foreign exchange program will be granted a maximum of 180 consecutive days of eligibility. The 180 consecutive days begin with the student's initial enrollment in any high school in the United States. After the 180 consecutive days, foreign exchange students are ineligible regardless of subsequent change in visa, residency, or guardianship. If the student wishes to participate in interscholastic activities, a form must be completed on the AD's NSAA online login page. The Executive Director will make an eligibility ruling and the ruling/confirmation will appear on the AD's NSAA login page.

Administrative oversight will not be accepted as a reason for the use of an ineligible student.



Eligibility Requirements

Prior to completing the NSAA online eligibility database, be certain you have checked the following eligibility requirements for each student who may participate in an interschool contest prior to certifying the individual(s) as being eligible.

Academic Requirement

1. Student received 20 credit hours in the immediate preceding semester.
2. Student is continuously enrolled in your school in 20 semester hours of credit.
3. Home school students shall have received, or be granted, 20 credit hours for the immediate preceding semester and be enrolled in 5 credit hours at your school.

Age Requirement

Student was not 19 years of age prior to August 1 of the current year.

Semester and Season Limitation Requirement

1. Student has not been a member of a school eight or more semesters since initial enrollment in 9th grade.
2. Student has not participated in 4 or more seasons of the activity.

Domicile Requirement

Any student who attended another high school prior to attending your school, is considered a **transfer student** and is ineligible for NSAA-sanctioned varsity competition for 90 school days unless:

1. The legal parents as defined by NSAA Bylaw 2.6.2 have completely given up their previous home and moved to a new home in your school district and you have documentation to verify.
2. The legal parents divorce or legally separate and the parent who is awarded custody by the court lives in your school district. In the case of court ordered joint custody the parent the child chooses to live with immediately following the divorce or legal separation lives in your school district.
3. The legal parents and student give written consent (page 6) to be placed on your school's NSAA May 1st Transfer List granting them immediate eligibility in the fall. Students may use the NSAA May 1st Transfer List once in their high school career.



Verification of Rules

The administrative staff of each high school is responsible for determining the eligibility of each of its students participating in activities.

Yes	No	N/A	
			1. Will the student be nineteen years of age before August 1 of the current school year.
			2. The student has received 20 hours of credit for the semester immediately preceding the semester in which she/he wishes to participate.
			3. The student has been enrolled in some high school on or before the 11th day of school during the semester in which the student wishes to compete.
			4. Has the student been a member of a high school for more than eight semesters since initial enrollment in grade 9.
			5. The student is enrolled in school and is taking courses, which will give him/her a minimum of 20 semester hours of credit.
			6. Is the student living with both of his/her natural parents?
			7. If the answer to question 6 is no, who is the student living with? Guardianship does not automatically make a student eligible. _____
			8. If the answer to question 6 is yes, are the natural parents divorced or legally separated?
			9. If the answer to question 8 is yes, do the parent(s) have joint custody or sole custody? If <i>joint custody</i> , with whom did the student live with immediately following the divorce or legal separation? _____ Address: _____ If <i>sole custody</i> , who has sole custody? _____ Address: _____
			10. If the answer to 8 is no, have the student's natural parents established their bona fide domicile in the school district where the high school is located? Address: _____
			11. Has the student previously attended another high school within the school district where your high school is located?
			12. If the answer to statement 11 is yes, have her/his parents permanently changed domicile prior to the student's enrollment in your school?
			13. If the student is entering grade 9, is he/she coming from another school district or from a junior high in your district?
			14. Did the parents move during the summer, which immediately precedes the current school year, AND the student is in grade 12 and has attended your high school for the two previous years?

Date: _____ Student Name: _____ Grade: _____

School Official Signature: _____ Title: _____

NSAA May 1st Consent Form

This form must be dated, signed and uploaded on the AD's NSAA online May 1st Transfer List on or before May 1st.



Student & Parent NSAA May 1st Transfer List Consent Form

Date:

Student Name:

School Transferring to:

School Currently Attending:

Current School has been notified of transfer: NO YES

Per NSAA Bylaw 2.7.8, eligibility will be considered for Nebraska transfer students who have transferred from one Nebraska member high school to another Nebraska member high school when there is not a change of domicile by the legal parent(s).

Nebraska students who complete transfer requirements and/or enrollment paperwork on or before May 1 and whose names are submitted to the NSAA by May 1 as Nebraska transfer students shall be immediately eligible in the fall at the school to which they transfer.

A Nebraska student may transfer only one time to a different school under the May 1 transfer deadline. A Nebraska student's name may only be entered on one Nebraska school's May 1 transfer list.

If, on or before May 1, the student decides not to transfer and remain at the current school, I/we must request in writing to the transferring school's administration the student's name be removed from the NSAA May 1 transfer list.

**As the legal parent(s), I/we consent and agree to authorize _____ High School to place my/our student on the NSAA May 1 transfer list. I/we also understand this information will be released to all NSAA member schools.

Parent(s) signature: _____

Student signature: _____ **Date:** _____

Further, I/we acknowledge that if for any reason my/our student **decides not to transfer after the May 1 deadline, he/she would be **ineligible for varsity competition for 90 school days at any Nebraska school** in which he/she attends.

Parent(s) signature: _____

Student signature: _____ **Date:** _____



NSAA Athletic and Activities Student and Parent Consent Form

School Year:
Member High School:
Name of Student:
Date of Birth: Place of Birth:
Name of Parent(s), Guardian(s), or Person(s) in Charge:
Relationship to Student:
Address(es) of Student and Parent(s)/Guardian(s)/or Person(s) in Charge**:

Note: If Student and all Parents/Guardians do not live in the same household, please include all addresses and inform the Member School as this may impact eligibility.

The undersigned(s) are the Student and the parent(s), guardian(s), or person(s) in charge of the above-named Student and are collectively referred to as "Parent".

The Parent and Student hereby:

(1) Understand and agree that participation in NSAA sponsored activities is voluntary on the part of the Student and is a privilege and understand and agree that (a) by this Consent Form the NSAA has provided notice of the existence of potential dangers associated with athletic and activity participation; (b) participation in any activity may involve injury, illness or conditions of some type, including exposure to communicable diseases, and even catastrophic injury, paralyzation, and death; and (c) even the best supervision, the use of the best protective equipment and strict observance of rules, injuries are still a possibility;

(2) Consent and agree to participation of the Student in NSAA activities subject to (a) all NSAA Bylaws and rules interpretations, including limitations on transfers and limitations on the use of the Student's name, image, and likeness when wearing school uniforms or engaging in commercial activity tied to the Student's participation in NSAA activities; and (b) the athletic and activities rules of the Member School;

(3) Consent and agree to the disclosure by the Member School to the NSAA, and subsequent disclosure by the NSAA, of information regarding the Student contained in the Member School's directory information or other similar policies, and any other records or documentation needed to determine the Student's eligibility and compliance necessary to participate in NSAA activities;

(4) Understand that (a) prior to athletic participation, a pre-participation release form signed by a health care professional must be signed and submitted to the Member School; and (b) for purposes of determining fitness to participate, injury, injury status, or emergency response, Parents may be asked to consent to the disclosure of confidential medical records or information. Records and information shared for this purpose will not be redisclosed to any entities outside of the health care provider(s), Member School, or NSAA;

(5) Consent and agree (a) to authorize licensed or trained individuals, including certified sports injury personnel, to evaluate and treat any injury, illness or conditions that occurs during the Student's participation in NSAA activities. This includes all reasonable and necessary care, treatment, and rehabilitation for these injuries that is made available by the Member school and/or the NSAA, including transportation of the Student to a medical facility if necessary; and (b) that Parents are obligated to pay for professional medical and/or related services; the NSAA and the Member School shall not be liable for payment of such services even if made available by the Member School or NSAA.

(6) Understand that the Student or Student's likeness being photographed, video recorded, audio taped, or recorded by any other means while participating in NSAA activities and contests and that any such recording may be used for broadcast, sale, or display.

We, Parent(s) and Student, acknowledge that I have read paragraphs (1) through (6) above, understand and agree to the terms thereof, including the warning of potential risk of injury inherent in participation in athletics and activities, and agree that Student may participate in NSAA activities.

Student Printed Name

Student Signature

Date of Signature

Parent(s) Printed Name(s)*

Parent Signature(s)

Date of Signature(s)