



Tackett, Julian <jtackett@khsaa.org>

13th District

1 message

Tackett, Julian <jtackett@khsaa.org>

Thu, May 13, 2021 at 9:19 AM

To: Mass Emailer <composed_email@khsaa.org>

Thanks to each of you for giving up your time yesterday to review the situation regarding the seeding and site plan in District 13 in the team sports. This office was asked to intervene in this discussion and interpret the validity of the attached adopted seeding agreement signed by three of the four schools on October 29., 2020.

The signed agreement represents the required majority vote. It also was not disputed that the one school that did not sign was in attendance for that meeting. It may also be worth noting that veteran administrators in the district acknowledge that this agreement, including scheduling, was previously unanimously approved, however, documentation has not been able to be produced to validate that finding. Even with that history, perhaps somewhat disputed by some, the agreement adopted by a majority on that date is clear. The seeding agreement that is attached is a valid agreement and supersedes any and all past agreements. Contained in that agreement is not only the plan for seeding, but it also includes a plan for scheduling. As such, it is considered binding within the district for future scheduling purposes within the context of Bylaw 22 and the Competition Rules.

But before leaving the issue, I would like to make a few points that are not a part of the ruling of the validity but rather, observations from the information submitting by several schools.

First, while it may not be the norm, but is not unprecedented, the agreement includes scheduling of contests in the seeding plan. Several districts have done this to allow for scheduling to be done in advance and allow for open dates, etc. to be known. The most visible example is the JCPS master schedule that was developed years ago as a means of getting that large number of schools to not have to enter into separate negotiations for each game and many districts have copied that philosophy. This is one of the elements of "local control" that allows for variances to occur if decided by majority.

Secondly, I would be remiss if I didn't say that I think it wise to consider occasional flexibility even with the adopted plan. There are going to be times when special occasions, unplanned school stoppage, or other similar situations will occur that force an accommodation. That flexibility should always be there. But if this office is cast into the middle of what should be a local argument, this agreement will have to prevail until another agreement supersedes it. And I will always appreciate administrators advocating for "their coaches" and even "their parents" concerns, but in the end, administrators have to make decisions at a different level, and some will be disappointed in outcomes and that isn't avoidable.

However, I would be disingenuous if I didn't mention one possible problem with the arrangement in this case that I do hope the four schools are open-minded about consideration of the issues involved that may in the future, impact other member schools as well. Beyond all of the "he said, she said, they did", statements about unwillingness to negotiate, emotions around and things said in meetings etc., the bottom line is that the arrangement does have a problem at the present time in the fall of the year that reasonable people should be able to reconcile and work through. When, for whatever reason, a district employs an active coach as the senior athletic administrator for the program, scheduling conflicts can and will occur. I would encourage all four of you, as who knows which of the four of you will be in this situation in the future, to look at possible accommodations for those times when a person holding both an active coaching and administrative role has schedule conflicts created by their district-assigned roles and this agreement. Minor adjustments in time schedules or other occasional adjustments may allow for both roles to be played and not impact the member school. But again, if this office is asked to intervene or rule, the agreement is clearly valid going forward.

And while it is my hope that other accommodations can be worked out, it is also noted that there will always be options for those schools that are unwilling to adhere to a majority vote, none of which are the most desirable. In some cases, the agreements for seeding around the state have had unusual concessions where schools simply take a pre-determined seeded position if that is approved by majority vote. In other cases, schools have simply accepted forfeit losses prior to the season for specific games so as not to impact schedules. This obviously undermines the entire concept of seeding and is less than desirable, but has been done. Again, seems as though cooler, wiser heads can prevail in these discussions.

Thanks again for giving your time yesterday. Stay safe as we conclude what is obviously everyone's longest, most exasperating school year.

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Please let me know if I can be of further assistance.

"If I were to try to read, much less answer, all the attacks made on me, this shop might as well be closed for any other business. I do the very best I know how - the very best I can; and I mean to keep doing so until the end. If the end brings me out all right, what's said against me won't amount to anything. If the end brings me out wrong, ten angels swearing I was right would make no difference." -Abraham Lincoln

Julian Tackett, Commissioner
Primary Sports Event Contact- Boys and Girls State Basketball, Football
Playing Rules Interpreter – Basketball, Football
jtackett@khsaa.org
859-299-5472 (phone)
@jtackettkhsaa

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2 attachments

 **13th District Rotation.pdf**
350K

 **13th District Seeding plan.pdf**
349K