

Agreement for Services

between

NYSPHSAA Section III, Inc. and NYSPHSAA Section III Member Schools

and

Section III Officials Boards

August 1, 2022 through July 31, 2026

ARTICLE I

RECOGNITION/ORGANIZATION

- A. This is an agreement between NYSPHSAA Section III, Inc. ("Section III, Inc.") and its Member Schools ("Schools") and the Officials' Boards/Chapters ("Boards") that are authorized to work in Section III, (A list of Schools and Boards is available on the Section III web site www.section3.org) and the parties agree to:
1. Accept and abide by the Statement of Principles for Officiating and the constitution of the New York State High School Officials Coordinating Federation (NYSHSOCF) as written in the NYSPHSAA Handbook.
 2. Accept and abide by the provisions of the Officials' Agreement, as written in the NYSPHSAA Handbook.
 3. Accept and abide by all rules, regulations and agreements of the NYSPHSAA as contained in the current NYSPHSAA Handbook.
- B. The Boards, recognizing the need of having an agreement which governs the terms and conditions under which their individual members (who are independent contractors) will provide Services, and recognizing the need for one master agreement covering the general terms and conditions for their services have authorized a group of its representatives to enter into this agreement on their behalf for the term of this agreement.
- C. The interscholastic athletic program is an integral part of the educational curriculum conducted by the Schools under rules adopted for the health and safety of the students.
- D. The details of game administration for interscholastic contests are the responsibility of Section III, Inc. or the Schools.
- E. The Boards agree to:
1. Make a good faith effort to provide services to Section III, Inc. and to Schools and not to withhold services.

2. Discipline officials when necessary in accordance with their own rules and regulations.

ARTICLE II

SPORTSMANSHIP

- A. A sportsmanship statement should be read by a contest official at every contest. A sample statement is included in the appendix.
- B. Section III, New York State Public High School Athletic Association, shall go on record opposing adverse criticism of sports officials through public news media by any member leagues, schools, individuals, as well as Section III representatives directly involved in Section III activities. Section III also opposes adverse criticism of any member league, school, individual, or Section III representative through public news media by sports officials. Should such adverse criticism occur, Section III might initiate action against the offending party by means of a letter of reprimand to the league, school and/or individual involved.
- C. All disputes related to the services provided under this Agreement shall be settled through private conference. In the event that the dispute cannot be resolved between the parties concerned, the matter will be referred to the Section III Athletics Officiating Committee.
- D. Serious Officiating/Coaching Complaint Form
 - 1. The Section III "Serious Officiating/Coaching Complaint Form" shall be used for all matters pertaining to problems that occurred within a Section III contest, which cannot be resolved at the local level by the school(s) and the officiating chapter/board(s). The form is to be used to report any major complaint that occurred during or after the course of the contest pertaining to a game official, coach, player or affiliate of the school. Copies of the completed form shall be sent to the Section III office within 15 working days of the incident (unless an extension is approved by the Section III office). The Section III office will send copies of the submitted form to the specific Sports Official Representative and Sport School Representative, the Chairperson of the Section III Athletics Officiating Committee and the appropriate school(s) or officials' board(s).

2. Only Section III member schools and approved officials' associations may initiate the Serious Officiating/Coaching Complaint Form. To be valid, the completed form must be signed by the coach and athletic director (or the athletic director and high school principal if the athletic director is the coach) if the complaint pertains to an official; or by the official(s) and appropriate chapter/board officer if the complaint pertains to a coach, player, or affiliate of the school.

E. Dealing with Unsportsmanlike Behavior

1. Coaches are responsible for the behavior of their players. No unsportsmanlike behavior will be tolerated.
2. Officials should not condone the unsportsmanlike behavior of coaches or players.
3. If a coach's behavior reaches the stage of being unreasonable and such behavior warrants the ejection of the coach from the contest, the school is solely responsible for providing team and/or individual student athlete supervision. In the event that no certified coach, who is approved by the Board of Education, is available, the contest will be terminated and forfeited per the rules of the sport.

ARTICLE III
SPORTS RULES

- A. Officials shall administer contest rules as written in the appropriate rule guides, with the exceptions of those modifications as approved by NYSPHSAA and published in the current Handbook or as presented to the sports groups and officials by the State or Section III Sports Committee.
- B. Leagues or individual schools do not have the authority to make modifications to rules without appropriate Section and State approval.
- C. In cases where rule modifications have received appropriate approval, it shall be the responsibility of the League and/or Section to notify the appropriate officials' chapters/boards in writing prior to the start of the season.
- D. Leagues and/or schools may mutually agree to shorten the length of a contest. In such cases, official's fees are not reduced.
- E. Thunder/lightning and wind chill/heat index policies will follow the NYSPHSAA and Section III policy. See Appendix C.
- F. A suspended game will result after a game has been delayed for a minimum of 60 minutes, unless the host Athletic Director or designee, the officials and the visiting coach agree otherwise. The appropriate sport rulebook policy for suspended games will then go into effect.

ARTICLE IV

RESPONSIBILITY OF ASSIGNORS/ASSIGNMENT OFFICIALS

A. Assignors must maintain continuous communication with schools and officials, make all assignments for their sport and notify both officials and schools as to date, time, site and level.

B. It shall be the responsibility of each sport specific assignor:

1. To provide the schools the original assignments, showing names for home and away contests at least one (1) week prior to the contest(s), providing they have received the school's entire league schedule.

2. To provide a list of active officials to appropriate schools by the following dates:

Fall	June 15
------	---------

Winter	October 15
--------	------------

Spring	February 15
--------	-------------

Note: Repeated violations of this article will be referred to the Section III Athletics Officiating Committee for resolution.

3. Each Local Board will submit a list of NYSED approved/certified officials annually to the Section III Executive Director and School Districts for which Services are provided at least one week prior to the start of the season. This list will include name, address, telephone numbers, email addresses, and active/probationary status for each official. Each Local Board will submit to the Section III office on an annual basis a list of their leadership, to include the assignor and the chief officer or functional equivalent, with contact information.

4. To not assign officials to varsity contests in which officials are employed in the district of either of the competing teams, or a relative of a player or coach, unless mutually agreed upon by both schools. Active coaches cannot officiate in any varsity contest in that sport that affects their own team's standings.

5. To notify the athletic director of any changes in assignment during the season by telephone, written, or electronic communication as such changes occur whenever possible.
 6. To work with the Sport Coordinator to assign officials to work Per Diem Events [Art. VII(O)(1)].
 7. Officials must be fingerprinted and cleared prior to being assigned to any games or scrimmages. See Appendix D for the fingerprinting policy.
 8. In recognition of the high startup costs for new officials, Section III proposes to contribute \$25.00 to each new official who completes the fingerprinting process and is cleared by NYSED.
- C. Assignors. Assignors shall be submitted annually by their appropriate Chapter/Board. Assignor's names are due to the Section III office as follows:

Fall Sports	February 15
Winter Sports	June 15
Spring Sports	October 15

D. Assignment Fees

1. Schools shall pay \$2.85 per assigned contest or event (an event is when more than two (2) teams are competing at the same location and at the same time) to the appropriate assignor. This fee is in effect for the duration of this agreement.
2. Sectional semi-final, final, and regional assignments are paid by Section III, Inc.
3. Changes to schedules, for reasons of weather or safety, shall be made by the assignor at no additional cost to Schools.
4. All other changes shall be assessed at the prevailing rate, after Schools have received the master assignments.
5. The assignor will submit a claim form at the end of the sport season for the assignments made during the season for each school district's home contests.

Assignor's invoices must be received no later than one month after the completion of the sport season.

6. Doubleheaders or consecutive events having the same officials are considered one event for purposes of an assignment fee.
7. Each Officials Board shall utilize the electronic assignment platform, "Arbiter." Each School shall have access to all data pertaining to assignments of Officials for their School, and the Officials shall be prohibited from blocking a School's access in that regard. Likewise, during the entirety of this Agreement, Section III shall have access to all data pertaining to assignments of Officials for Sectional contests, and the Officials shall be prohibited from blocking Section III's access in that regard. However, Section III, Inc. is expressly prohibited from assuming and/or controlling assignment/scheduling duties during the entirety of this Agreement.

E. For Sectional Assignments

1. No official will be assigned to two (2) consecutive Section III Sectional contests involving the same school in the sports of Soccer, Football, Basketball, Ice Hockey, Volleyball, Baseball, Softball and Lacrosse unless approved by the Executive Director and/or the Sport Coordinator.
2. No official will be assigned to two (2) Sectional contests in one day, unless approved by the Executive Director and/or the Sport Coordinator.
3. In the spirit of competition, for Sectional assignments all boards should work together with their Sports Chairperson to ensure the top officials are working these contests.
 - a. Keep all existing procedures in place for each sport.
 - b. If a conflict arises between chapters and sports committees for sectional assignments the existing method will prevail for that sectional season.

- c. A revised procedure may be developed between the chapters and sports committees overseen by the Section III Officials' Coordinating Committee to be put into place prior to the start of the next sports season.
- F. Assignors may assign additional officials to a contest at the request of an individual home school for league and non-league contests. The fee for each additional official is set forth in Article VII, herein.

ARTICLE V

RESPONSIBILITY OF OFFICIALS

- A. It shall be the responsibility of each Officials Chapter/Board to:
 - 1. Recruit new officials
 - 2. Train new officials
 - 3. Evaluate all officials within their organization
- B. Each Board must adhere to the NYSPHSAA Five (5) Point Program.
- C. Officials will wait at least 45 minutes from the scheduled start for contests when the visiting team has not shown up and has not communicated with the home school regarding the delay. If notification from a school official has been received, the contest will be played as soon as the team arrives and has had reasonable warm-up time. When a game is delayed, coaches from both teams will consult with officials to determine appropriate warm-up time.
- D. Officials will conduct themselves in a professional and sportsmanlike manner. Officials who violate the basic tenets of good sportsmanship may be referred to the governing body of the official's organization by the school administration for possible censure or other punitive action.
- E. Officials or Chapter Supervisors are responsible for reporting any players or coaches disqualified for unsportsmanlike conduct. Communication will be sent to the athletic director, league officer (if applicable), assignor, and Section III Athletics office within 24 hours or next business day of any incident.

ARTICLE VI

SCHOOLS

A. Scheduling

1. The schools shall submit their complete League Varsity, Junior Varsity and Freshman home and away schedules to the appropriate sport specific assignor as follows:

Fall June 15
Winter October 15
Spring February 15

2. The schools shall submit their complete modified home and away schedules to the appropriate sport specific assignor as follows

Fall June 15
Winter 1 October 1
Winter 2 December 1
Spring April 1

- B. Schools must make all scheduling changes through the appropriate assignor. It shall be the school's responsibility to notify, by telephone, assigned officials of any contest cancellations providing schools have the names of the officials.
- C. Officials are to be provided a clean and neat private dressing room(s), with access to a shower with working hot and cold water, in a secure area away from coaches, players and other supervisory personnel, where they can meet prior to, during half time and/or at the completion of a contest.

Problems shall be referred to the Section III office for resolution.

- D. All schools shall have an opportunity to rate all officials and such ratings shall be sent to the assignors of each sport. Once an official has been rated acceptable he/she

shall remain acceptable for the remainder of that season unless an extreme situation necessitates a change in acceptability.

E. Acceptance of Officials

1. Non-Assignment

- a. Each year, schools shall have the right to request that the lesser of three (3) officials or 10% of the total number of officials per sport, not be assigned to their home contests. This request must be signed by the Athletic Director and received by the appropriate assignor no later than one (1) week after the school has received the list of active officials for the season [see Art. IV(B)(2)].

2. Rejection

- a. Schools shall have the right to reject any official for cause. Each proposed rejection must include a written explanation, signed by both the appropriate coach and Athletic Director. The written statement must be submitted to the appropriate assignor and the Section III Athletics Officiating Committee to be reviewed.
- b. Rejection of the official shall be approved or denied by an Ad Hoc committee of three (3) members – the Sport Coordinator, the Official Sport Representative, and the School Representative for the Sport. An approved rejection will be in effect for one sport season only.
- c. For the first season an official is on the “Rejection List” of a school, the official shall not be assigned to any level of the school’s home or away contests for that entire season. An official on a school’s “Rejection List” a second consecutive season may be assigned to JV and Modified contests, at the discretion of the assignor.

ARTICLE VII
GENERAL SPORTS FEES

A. Fees:

1. For each Varsity contest, officials shall receive a Game Fee. The Junior Varsity Game Fee will be twenty dollars (\$20.00) less than the Varsity Game Fee. The Modified Game Fee will be thirty (\$30.00) less than the Varsity Game Fee.

2. Game Fee (see also Appendix A)

- a. The Game Fee for those sports designated 100% shall be as follows:

2022/23	\$96
2023/24	\$98
2024/25	\$100
2025/26	\$102

- b. The following sports are designated "100% Sports": Baseball; Basketball; Field Hockey; Football; Ice Hockey; Lacrosse; Soccer; Softball; Track & Field (Outdoor); Volleyball; Wrestling.

- c. The Varsity Game Fee for all other sports shall be calculated as a percentage of the "100% Sports" Varsity Game Fee. When a Game Fee is calculated as a percentage of the "100% Sports" fee, the resulting fee will be rounded to the nearest \$0.05.

- d. Game Fees for the following sports will be calculated as:

- i. Cheerleading – 80%
 - ii. Cross Country – 80%
 - iii. Gymnastics – 80%
 - iv. Swimming & Diving – 95%
 - v. Swimming – 85%

vi. Track & Field (Indoor) – 95%

3. In recognition of a change in working conditions during the 2021-2022 sport season for the sport of Ice Hockey, the Varsity Game Fee for the sport of ice hockey for the entire term of the Agreement will be \$102.00.

B. Mileage Reimbursement

1. The Mileage Reimbursement is intended to reimburse officials for travel costs.
 - a. For each contest, every official at every level shall receive a fixed mileage reimbursement based on the geographic location of the host school, or if applicable, the geographic location of a designated site.
 - i. All parties have agreed that mileage should not be paid more than once for any official who does more than one contest at the same location on the same day.
 - b. For each contest, the Mileage Reimbursement shall be determined by multiplying the Area Mileage Amount by the Mileage Rate, both of which are defined below, rounded to the nearest \$0.05.

2. Area Mileage Amount

- a. The parties hereto acknowledge and agree that on average, officials who reside and officiate in the Syracuse, Utica, Watertown regions travel different distances due to the geographical differences of the areas and location of schools therein. To adequately compensate for this discrepancy, the Area Mileage Amount for each contest shall be as follows:

Syracuse Region– 25 Miles

Utica Region – 28 Miles

Watertown Region – 30 Miles

- b. For purposes of calculating the applicable Area Mileage for each contest, every Section III member school is designated as one of the three aforementioned Regions, as set forth in Appendix G, herein.

- c. The Area Mileage Amounts, as set forth above, shall be frozen for the duration of the contract.

3. Mileage Rate

- a. For each mile, officials shall be entitled to the IRS business mileage reimbursement rate for any given year.
- b. The IRS business mileage reimbursement rate established as of January 1 for any given year will be used to set the officials' mileage reimbursement rate for the contract year beginning August 1, of the same year.
- c. In the event that the IRS business mileage reimbursement rate fluctuates more than \$0.06 in a single year, both parties agree that the rate fluctuation shall be capped at \$0.06 annually.

4. Out of Area Mileage

If an official covers a contest in a different area, then in lieu of a fixed mileage reimbursement the official shall receive mileage reimbursement equal to the actual number of miles traveled to/from home and the contest site, at the IRS business mileage reimbursement rate for that year.

C. Sectional Play

- 1. The following numbers of officials will be used for Sectional contests and each official shall be entitled to 100% of the Game Fee, plus Mileage Reimbursement:
 - a. Baseball – will use 2 officials for preliminary contests and 3 officials for quarterfinals, semifinals, and finals
 - b. Basketball – will use 2 officials for preliminary contests and 3 officials for quarterfinals, semifinals, and finals
 - c. Cheerleading will use 10 officials (8 panel, 2 safety).
 - d. Cross Country – will use 2 officials
 - e. Field Hockey will use 2 officials for preliminary contests plus a third official paid at 50% of the Game Fee for Sectional quarters, semis and finals

- f. Football will use 5 officials for entire Sectional tournament
 - g. Gymnastics -will use 8 officials for finals
 - h. Ice Hockey – will use 2 officials for preliminary contests and 3 officials for quarterfinals, semifinals, and finals
 - i. Lacrosse will use 3 officials for entire Sectional tournament
 - j. Soccer – will use 2 officials for preliminary contests and 3 officials for quarterfinals, semifinals, and finals
 - k. Softball – will use 2 officials for preliminary contests and 3 officials for quarterfinals, semifinals, and finals
 - l. Swimming & Diving/Swimming – will use 4 officials (Referee, Starter, and two Stroke/Turn officials) for Championship Swimming meets (Sectional Class Championships and State Qualifiers). Will use 5 officials for Championship-formatted Diving competitions (any meet using the 11-dive format as described in the NFHS rule book).
 - m. Track & Field (Outdoor) – will use between 8 and 10 officials, depending on venue
 - n. Track & Field (Indoor) – will use between 9 and 11 officials, depending on venue
 - o. Volleyball will use 2 officials for preliminary contests and 6 officials for semifinals and finals.
 - p. Wrestling will use the number of officials determined by the Section III Wrestling Coordinator. Assistant officials will be used in Class finals, Sectional Dual meet tournament finals, and Sectional semi-finals and finals.
2. If the situation arises in the post season and there is a shortage of officials, the assignor may provide the minimum number of officials designated by the sport rule book.

D. Officiating Crews

1. The following numbers of officials will be used for regular season and league playoff contests:
 - a. Baseball – will use 2 officials
 - b. Basketball – will use 2 officials
 - c. Cheerleading will use a minimum of 4 officials (3 panel, 1 safety), but must request 5 officials (4 panel, 1 safety) if available.
 - d. Cross Country – will use 1 official (only if requested by the home school)
 - e. Field Hockey will use 2 officials
 - f. Football will use
 - i. Varsity - 5 officials
 - ii. JV – 4 officials
 - iii. Modified – 4 officials
 - g. Gymnastics – will use 1 official
 - h. Ice Hockey – will use 2 officials
 - i. Lacrosse - will use 2 officials, except that Boys, Varsity Lacrosse will use 3 officials
 - j. Soccer – will use 2 officials
 - k. Softball – will use 2 officials
 - l. Swimming & Diving/Swimming
 - m. Track & Field (Outdoor) – will use 1 official
 - n. Track & Field (Indoor) – will use 9 to 11 officials, depending on venue
 - o. Volleyball – will use 2 officials
 - p. Wrestling – will use 1 official

2. When, as provided in Section IV(F), herein, an additional official is assigned to any contest, each official will be paid at 100% of the Game Fee, unless there is a Reduced Fee in place.

- a. The Reduced Fee shall be set by the Officials prior to the beginning of each season by communicating such fee, in writing, to the Section III offices. For Fall Sports, the Reduced Fee shall be communicated on or before June 1st; for Winter Sports, the Reduced Fee shall be communicated on or before October 1st; and for Spring Sports, the Reduced Fee shall be communicated on or before February 1st.
- b. The Reduced Fee shall remain in effect for the duration of the season, and shall be applicable to every School and every officials' board within the Section.

3. Shortage of Officials

- a. If the situation arises in the regular season and there is a shortage of officials, the assignor shall provide the minimum number of officials designated by the sport rule book.
- b. If the assignor cannot provide the minimum number of officials designated by the sport rule book, the School has the right to obtain the necessary officials from an alternate source. In so doing, the School must first contact the other Boards in Section III, If none of them can provide the necessary officials, the School may approach other NYS certified high-school officials outside of Section III.

E. When a freshmen team, as allowed by sport rules, plays using high school rules, or a JV-B team competes against a JV team, using high school rules, officials will be paid at the JV rate.

F. Extra Periods

- 1. For the purpose of promoting competition, the officials within Section III support the concept of an extra period of play at the Modified level, when appropriate. Officials assigned to work at the modified level shall be available to officiate one (1) extra

period for each level/team for the home school, when it is indicated on the schedule submitted to the appropriate assignor.

2. Only when said period is actually played will officials receive additional compensation of one-fourth ($\frac{1}{4}$) of the regular Game Fee for a 5th quarter or one-half ($\frac{1}{2}$) of the regular Game Fee for a 3rd half..
3. Exception: When extra periods do not exceed the regular length of a modified contest.

G. Bad weather fees shall be paid as follows:

1. If officials arrive at the contest site after having contacted the home school regarding the status of the contest, but there is no contest, said officials shall receive one-half (1/2) the Game Fee plus Mileage Reimbursement.

H. If more than one contest is scheduled to be worked by the same officials and the contests are cancelled, the officials shall receive one-half (1/2) of the higher contest Game Fee plus Mileage Reimbursement.

If an official does not contact the home school regarding the status of the contest by a reasonable hour, no pay shall be received. "Reasonable" is defined as follows:

Saturdays *two (2) hours prior to contest*

Afternoon contests *by 1:30 p.m.*

Night contests *by 3:30 p.m.*

I. In case of unavoidable cancellations of contests, where the officials are already on the site, the officials shall be paid one-half (1/2) of the Game Fee plus Mileage Reimbursement.

J. Once a contest officially begins, officials shall receive the full Game Fee plus Mileage Reimbursement.

K. When a contest is suspended and must be replayed in its entirety or uncompleted portion, as a stand-alone contest, officials will be paid a Game Fee for both contests. If a suspended game is completed prior to a regulation game, officials will receive a prorated fee to complete the suspended game (not to exceed the Game Fee), and the Game Fee for the scheduled contest.

L. For Varsity, JV and Modified contests in the sports of soccer, ice hockey, basketball, lacrosse, baseball, field hockey, softball and volleyball when one person officiates the contest alone, the official shall receive a game fee of one and one-half (1-1/2) the applicable Game Fee, plus Mileage Reimbursement.

M. If two officials are requested for a contest and only one shows, said official shall receive one and one-half (1-1/2) the applicable Game Fee, plus Mileage Reimbursement.

N. Officials shall receive a Game Fee plus \$5.00 for Section III semi-final contests, and a Game Fee plus \$10.00 for Section III final contests. This does not apply to minor officials.

O. Scrimmages and Events

1. Per Diem Events

a. An event is a multi-school scenario where the rules of the event have been altered and agreed upon to promote participation by schools and training opportunities for officials.

b. Officials will provide up to two events per Region at the following per diem rates. There is no mileage reimbursement for these scrimmages.

i. Syracuse - \$20

ii. Utica and Watertown - \$25

c. The event must be scheduled at the same time that seasonal schedules are submitted to the assignor and must take place within the first 12 days of the season.

d. No official will be required to work an event for more than two (2) hours.

2. Scrimmages

a. A scrimmage is a contest between two schools where the rules of the contest have been modified to meet the NYSPHSAA requirements for a "scrimmage."

b. For pre-season scrimmages, officials will be paid at 75% of the Game Fee of the level of play per official, plus a Mileage reimbursement. The time periods shall be in accordance with the NYSPHSAA scrimmage guidelines. Schools that schedule additional scrimmages during a sport season will pay officials at

100% of the Game Fee of the level of play per official, plus a Mileage reimbursement.

P. Minor Officials

1. All minor officials in any team sport acting in a decision-making capacity will receive \$50.00 per contest, no expenses (ex: lines person, goal judge, etc.).
2. All minor officials in any team sport acting in a non-decision-making capacity will receive \$50.00 per contest, no expenses (ex: chain crew, scorekeeper, etc.).

ARTICLE VIII

MISCELLANEOUS

- A. This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior written or oral negotiations or agreements with respect to such subject matter, and shall be binding on all parties. This Agreement may not be altered, amended or modified without express written consent of the parties.
- B. Section III, the Schools and the Boards agree that the terms and conditions of this agreement are based on current working conditions, according to the current rules and regulations in the sport. If working conditions change, during the term of this Agreement, for any Board due to a change in the rules and regulations adopted by the NYSPHSAA, then the sections relevant to that Board may be opened at the request of any party. Negotiations will be limited to those article(s) and item(s) relevant to the change. Requests for reopening must be directed to the Section III, Inc. Executive Director (for Section III, Inc. and the Schools) and the Boards' Chief Negotiator or designee (representing the Boards).
- C. This contract may be opened by mutual consent of all parties. The party wishing to open the contract must indicate the article(s) and item(s) in which they wish the contract to be reopened. Negotiations will be limited to those article(s) and item(s) agreed upon by all parties. Requests and consent for reopening must be directed to the Section III, Inc. Executive Director (for Section III, Inc. and the Schools) and the Boards' Chief Negotiator or designee (representing the Boards).
- D. The signatories to this Agreement, acting as designated party representatives, expressly state that each has the express authority to bind the respective parties.
- E. This Agreement may be executed in two or more counterparts and the signature pages may be delivered by any reasonable electronic means, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

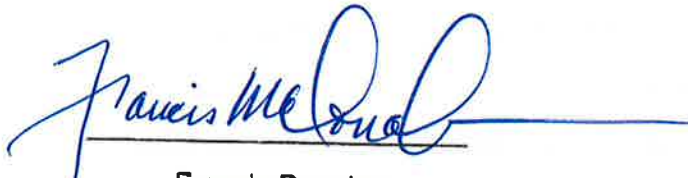
SECTION III OFFICIALS' BOARDS


By: 
Joe Catalano

Date: 1/24, 2022

Boards Negotiating Panel:


William Cregg


Francis Donahue


Gene Tracy

**NYSPHSAA SECTION III, Inc and
NYSPHSAA SECTION III MEMBER SCHOOLS**


By: 
John Rathbun

Date: 1/24, 2022

Section III, and Schools Negotiating Panel:


Joe DeBarbieri


Ron Wheelock


Trent Amond


Scott Sugar

Appendix A

SECTION III OFFICIALS GAME FEES, 2022-2026

**Baseball, Basketball, Field Hockey, Football, Lacrosse
Soccer, Softball, Track & Field (Outdoor), Wrestling**

Base Game Fee at 100%	2022-23	2023-24	2024-25	2025-26	1 Official, 2022-23	5th Quarter- 1 Official, 2022-23	3rd Half, 2022-23
Varsity	\$96.00	\$98.00	\$100.00	\$102.00	\$144.00		
JV	\$76.00	\$78.00	\$80.00	\$82.00	\$114.00		
Modified	\$66.00	\$68.00	\$70.00	\$72.00	\$99.00	\$123.75	\$33.00

Ice Hockey

Base Game Fee at 100%	2022-23	2023-24	2024-25	2025-26			
Varsity	\$102.00	\$102.00	\$102.00	\$102.00			

Volleyball

Base Game Fee at 100%	2022-23	2023-24	2024-25	2025-26			
Varsity (5 game match)	\$96.00	\$98.00	\$100.00	\$102.00			
Varsity/JV (3 game match)	\$76.00	\$78.00	\$80.00	\$82.00			
Modified (3 or 5 game match)	\$66.00	\$68.00	\$70.00	\$72.00			

**Swimming AND Diving,
Track & Field (Indoor)**

95%

Base Game Fee at 95%	2022-23	2023-24	2024-25	2025-26			
Varsity	\$91.20	\$93.10	\$95.00	\$96.90			
JV	\$71.20	\$73.10	\$75.00	\$76.90			
Modified	\$61.20	\$63.10	\$65.00	\$66.90			

Swimming only

85%

Base Game Fee at 85%	2022-23	2023-24	2024-25	2025-26			Var. Dual Addtl heats
Varsity	\$81.60	\$83.30	\$85.00	\$86.70			\$7/heat
JV	\$61.60	\$63.30	\$65.00	\$66.70			
Modified	\$51.60	\$53.30	\$55.00	\$56.70			

Cheerleading

80%

Base Game Fee at 80%	2022-23	2023-24	2024-25	2025-26			
Varsity	\$76.80	\$78.40	\$80.00	\$81.60			

**Cross Country,
Gymnastics**

80%

Base Game Fee at 80%	2022-23	2023-24	2024-25	2025-26			
Varsity	\$76.80	\$78.40	\$80.00	\$81.60			
JV	\$56.80	\$58.40	\$60.00	\$61.60			
Modified	\$46.80	\$48.40	\$50.00	\$51.60			

Total Payment = Game Fee + Mileage Reimbursement

/Users/tamond/Documents/Officials/Contract, 2022-2026/Mtg 7, 2021-12-08/Tentative Agreement, Fees - 2022-08 to 2026-07, v2.1, 2021-12-08.xlsx

Appendix B

CHEERLEADING

REGULAR SEASON / LEAGUE PLAYOFFS

- For the regular season, every host school must request a 4+1 judging panel which consists of four panel and one safety. 3+1 is required if 4+1 cannot be filled.
- In a 3+1 scenario: 1 judge does stunts/pyramids, 1 judge does tumbling/jumps, 1 judge is head judge, and one judge is safety.
- For a regular season dual meet, an official's Total Game Fee shall receive the applicable Game Fee, plus a Mileage Reimbursement.
- For regular season invitational and league championship contests, an official shall receive 1.5 x's the Game Fee, plus a Mileage Reimbursement.
- Each official shall receive a fee of five dollars (\$5.00) per JV performance.

SECTIONAL FINALS

- For Sectional contests, there shall be ten officials (6 panel judges, 2 safety).
- For Sectional final contests, officials shall receive 2 x's the Base Game Fee, plus a Mileage Fee, plus \$10.00.
- This does not apply to minor officials.
- Each official shall receive a fee of five dollars (\$5.00) per JV performance.

CROSS COUNTRY

Specific Meet Fees

- For Dual, Tri, or Quad Meets, an official shall receive the Game Fee plus Mileage Reimbursement. For each individual school participating in the meet, officials shall be entitled to an additional 5% of the Game Fee, up to the fee cap (which shall be 1.7 x's the Game Fee, plus Mileage Reimbursement).
- For Invitational/league/championship meets, officials shall be entitled to the fee cap, as defined above.

GYMNASTICS

Regular Season

- A gymnastics meet consists of 4 events – vault, uneven bars, balance beam, and floor routine.
- Schools are allowed a maximum of 6 scoring gymnasts.
- Officials will officiate 8 exhibitions per event (judged performance routine / vault) at no charge.
- Additional exhibitions will be judged at a cost of \$2.00 per exhibition / independent athlete per event.
- Tri Meet Total Fee (2 judges judging 2 events each) shall be equal to 1.5 x's Game Fee, plus Mileage Reimbursement.
- Quad Meet Total Fee (2 judges judging 2 events each) shall be equal to 2.0 x's Game Fee, plus Mileage Reimbursement.
- Quad Meet Total Fee (4 judges each judging a single event) shall be equal to Game Fee, plus Mileage Reimbursement.

SWIMMING & DIVING / SWIMMING / DIVING

Swimming and/or Diving Total Game Fees

- Dual Meet (S and D) = Game Fee + Mileage Reimbursement
- Dual Meet (S or D) = Game Fee + Mileage Reimbursement
- Var/Mod combined = (1.50 x Game Fee) + Mileage Reimbursement
- Tri = (1.25 x Game Fee) + Mileage Reimbursement
- Quad = (1.40 x Game Fee) + Mileage Reimbursement
- Carnival = (1.40 x Game Fee) + Mileage Reimbursement
- Invitational = (1.60 x Game Fee) + Mileage Reimbursement
- League = (1.60 x Game Fee) + Mileage Reimbursement
- Classes = (1.50 x Game Fee) + Mileage Reimbursement
- State Qualifier = (1.60 x Game Fee) + Mileage Reimbursement
- Varsity Dual extra heats – first two (2) for free, \$7 per heat after that.
- Modified Dual extra heats – no charge.

Diving Only Total Game Fees

- Invitational – 5 officials = (1.20 x Game Fee) + Mileage Reimbursement
- League – 5 officials = (1.20 x Game Fee) + Mileage Reimbursement

TRACK & FIELD

Single Gender Total Game Fees

- Var/JV combined (1.60 x Game Fee) + Mileage Reimbursement
- Var/Mod combined (1.50 x Game Fee) + Mileage Reimbursement
- Tri (1.25 x Game Fee) + Mileage Reimbursement
- Quad (1.40 x Game Fee) + Mileage Reimbursement
- Invitational (1.60 x Game Fee) + Mileage Reimbursement
- League (1.60 x Game Fee) + Mileage Reimbursement
- Classes (1.60 x Game Fee) + Mileage Reimbursement
- State Qualifier (1.60 x Game Fee) + Mileage Reimbursement

Coed Total Game Fees

- Dual (1.33 x Game Fee) + Mileage Reimbursement
- Var/JV combined (1.60 x Game Fee) + Mileage Reimbursement
- Var/Mod combined (1.50 x Game Fee) + Mileage Reimbursement
- Tri (1.70 x Game Fee) + Mileage Reimbursement
- Quad (1.70 x Game Fee) + Mileage Reimbursement
- Invitational (1.70 x Game Fee) + Mileage Reimbursement
- League (1.70 x Game Fee) + Mileage Reimbursement
- Classes (1.70 x Game Fee) + Mileage Reimbursement
- State Qualifier (1.70 x Game Fee) + Mileage Reimbursement

A shot shell fee schedule will be presented yearly by the end of the school year to the Section III Executive Director for approval for the following school year, and will be distributed to all schools.

VOLLEYBALL

- Certified officials serving as lines people, scorekeeper, and Libero tracker:
 - Used for sectional semis and finals.
- Tournament Fees – Based on per official, with one (1) or two (2) officials per match:
 - Each official will receive 1/5th of the Game Fee for the appropriate level for each set worked during the tournament, plus mileage reimbursement.
- Varsity Contest
 - In a 5-set match, a 4th, non-deciding set may be played with the approval of both coaches, and is included in the Game Fee.
- JV Contest
 - In a 3-set match, a 3rd, non-deciding set may be played with the approval of both coaches, and is included in the Game Fee.
- Modified Contest
 - In any match, all three (3) or five (5) sets (depending on format) are included in the Game Fee.
 - Matches may be played either as 3-set or A-B-A-B-A or 5-set formats. The actual contest that will determine the winner will be played to its conclusion, following the rules stated in the rulebook.
 - Athletic Director's must let the assignor know what modified volleyball format their school will follow and whether they will have one (1) or two (2) matches.

WRESTLING

Regular Season / League Playoffs / Preliminary Sectional Rounds

- Each varsity exhibition bout shall be paid at the rate of \$7.85. Junior varsity exhibition bouts shall be paid at the rate of \$6.30. Officials' boards will officiate exhibition matches one for one with weight classes that have a "no match" or a forfeit in a dual meet at no additional cost. This does not apply to Dual Meet Tournaments or multi-Dual events.
- Tournament fees shall be as follows (except for Dual Meet Tournaments):
 - Varsity Referee -- \$7.85 per bout
 - Assistant Varsity Referee -- \$5.25 per bout
 - JV Referee -- \$6.30 per bout
 - Assistant JV Referee -- \$4.20 per bout
 - Weigh In Referee -- \$30 per hour if requested.
- For tournaments other than sectional championships (classes and overall), the position of the Assistant Varsity Referee and Assistant JV Referee are optional, at the discretion of the tournament director.
- Depending on the number of wrestling mats used, the assignor will review with the Tournament Director and assign the appropriate number of officials to all in-season tournaments.
- When an official is assigned to both a varsity and JV dual, a full fee JV match will consist of the raising of the minimum of seven wrestler's hands, excluding forfeits.
- Assignors fees:
 - Varsity Dual Meet = One assignment
 - JV Dual Meet = One assignment
 - Modified Match = One assignment
 - Invitational Tournament (individual) = One assignment
 - Dual Meet Tournament = One assignment per round
- Modified fees:
 - 10 matches = Game Fee + Mileage Fee
 - Each additional match = All levels of officials will receive \$5.55 per match

APPENDIX C
(see Article III(E))

THUNDER & LIGHTNING POLICY

Applies to regular season through NYSPHSAA Finals:

- 1) Thunder and lightning necessitates that contests be suspended. The occurrence of thunder and/or lightning is not subject to interpretation or discussion - thunder is thunder, lightning is lightning.
 - a) With your site administrator, set up a plan for shelter prior to the start of any contest.
- 2) When thunder is heard and/or when lightning is seen, the following procedures should be adhered to:
 - a) Suspend play and direct participants to go to shelter, a building normally occupied by the public or if a building is unavailable, participants should go inside a vehicle with a solid metal top (e.g., bus, van, car).
 - b) Do not permit people to stand under or near a tree; and have all stay away from poles, antennas, towers and underground watering systems.
 - c) After thunder and/or lightning have left the area, wait 30 minutes after the last boom is heard or strike is seen before resuming play or competition.

NYSPHSAA HEAT INDEX PROCEDURES

Administration of Heat Index Procedures:

- Heat index will be checked 1 hour before the contest/practice by a certified athletic trainer, athletic director, or school designee when the air temperature is 80 degrees (Fahrenheit) or higher.
- The athletic trainer, athletic director, or school designee will use the accuweather.com website to determine the heat index for the area of the contest/practice. The accuweather.com website can be reached through the NYSPHSAA website. Once a person is on the accuweather.com website, they will put in the zip code for the location of the contest/practice and the website will give them the air temperature as well as the RealFeel temperature (heat index).
- If the RealFeel temperature (heat index) is 90 degrees or above, the athletic trainer, athletic director, or school designee must re-check the RealFeel (heat index) at halftime or midway point of the contest. If the RealFeel (heat index) temperature is 96 degrees (Fahrenheit) or more, the contest will be suspended.

Please refer to the following chart to take the appropriate actions:

	RealFeel (Heat Index) under 79 degrees	Full activity. No restrictions
R E C O M M E N D E D	Heat Index Caution: RealFeel (Heat Index) 80 degrees to 85 degrees	Provide ample water and multiple water breaks. Monitor athletes for heat illness. Consider reducing the amount of time for the practice session.
	Heat Index Watch: RealFeel (Heat Index) 86 degrees to 90 degrees	Provide ample water and multiple water breaks. Monitor athletes for heat illness. Consider postponing practice to a time when RealFeel temp is lower. Consider reducing the amount of time for the practice session. 1 hour of recovery time for every hour of practice (ex. 2hr practice = 2hr recovery time).
	Heat Index Warning: RealFeel (Heat Index) 91 degrees to 95 degrees	Provide ample water and water breaks every 15 minutes. Monitor athletes for heat illness. Consider postponing practice to a time when RealFeel temp is much lower. Consider reducing the amount of time for the practice session. 1 hour of recovery time for every hour of practice (ex. 2hr practice = 2hr recovery time). Light weight and loose fitting clothes should be worn. For Practices only Football Helmets should be worn. No other protective equipment should be worn.
REQUIRED	Heat Index Alert: RealFeel (Heat Index) 96 degrees or greater	No outside activity, practice or contest, should be held. Inside activity should only be held if air conditioned.

Approved May 1, 2010

NYSPHSAA WIND CHILL PROCEDURES

Administration of Wind Chill Procedures:

- Wind Chill will be checked 1 hour before the contest/practice by a certified athletic trainer, athletic director, or school designee when the air temperature is 39 degrees (Fahrenheit) or lower.
- The athletic trainer, athletic director, or school designee will use the accuweather.com website to determine the heat index for the area of the contest/practice. The accuweather.com website can be reached through the NYSPHSAA website. Once a person is on the accuweather.com website, they will put in the zip code for the location of the contest/practice and the website will give them the air temperature as well as the RealFeel temperature (wind chill).
- If the RealFeel temperature (wind chill) is 10 degrees or below, the athletic trainer, athletic director, or school designee must re-check the RealFeel (wind chill) at halftime or midway point of the contest. If the RealFeel (wind chill) temperature is -11 degrees (Fahrenheit) or lower, the contest will be suspended.

Please refer to the following chart to take the appropriate actions:

	RealFeel (wind chill) above 40 degrees	Full activity. No restrictions
R E C O M M E N D E D	Wind Chill Caution: RealFeel (wind chill) 36 degrees to 20 degrees	Stay adequately hydrated. Notify coaches of the threat of cold related illnesses. Have students and coaches dress in layers of clothing.
	Wind Chill Watch: RealFeel (wind chill) 19 degrees to 10 degrees	Stay adequately hydrated. Notify coaches of the threat of cold related illnesses. Have students and coaches dress in layers of clothing. Cover the head and neck to prevent heat loss.
	Wind Chill Warning: RealFeel (wind chill) 9 degrees to -10 degrees	Stay adequately hydrated. Notify coaches of the threat of cold related illnesses. Have students and coaches dress in layers of clothing. Cover the head and neck to prevent heat loss. Consider postponing practice to a time when RealFeel temp is much higher. Consider reducing the amount of time for an outdoor practice session.
REQUIRED	Wind Chill Alert: RealFeel (wind chill) -11 degrees or lower	No outside activity, practice or contest, should be held.

Special Note: Alpine Skiing will be exempt from this policy and will follow the regulations of the host ski center where the practice or event is being held.

Approved May 1, 2010

APPENDIX D
(see Article IV((B)(6))

Fingerprinting of Sports Officials

- A. All sports officials in New York State who officiate NYSPHSAA member schools are required to be fingerprinted. Assignors may only assign officials who have been fingerprinted per New York State Education Department (NYSED) guidelines, and who have submitted proof of fingerprinting and clearance to the Section III office.
- B. Section III will maintain a list of cleared officials on their website (www.section3.org).
- C. Any additional fingerprinting mandates required by NYSED must be complied with.

Report of Subsequent Arrest Appeal Process

Section III sports officials who are arrested after achieving fingerprint clearance are suspended from officiating at any event involving Section III member schools and will be so notified. Previously "cleared" officials who have been arrested, should contact the Regional Certification Officer for advice on how to clear their name.

This suspension will last until the NYSED Office of School Personnel Review and Accountability (OSPRA) investigates and reviews the arrest. If at any time it appears that NYSED clearance may be lengthy due to court proceedings, previously cleared officials who have been arrested can request a conditional clearance to officiate Section III events, as follows:

- A. The official will present documentation of the arrest (to include police reports, arrest reports, tickets, etc.) to the officers of their officiating board. The officers will review the case, and determine if an appeal is desired.
- B. A representative of the board will request a review by the two (2) Section III Officiating Committee co-chairs. The chairs will review the information, and check with the Regional Certification Officer to ascertain if prior contact had been made by the official and any procedures that were followed. If they deem a review is warranted they will submit the review request, rationale and all supporting documents to the Section III Executive Committee.
- C. The Section III Executive Committee will review the rationale and request for the conditional clearance and any supporting documentation and vote to determine if it will be granted a request for the conditional clearance.
- D. An official will remain suspended until the Section III Executive Committee approves the request for conditional clearance OR the NYSED Office of School Personnel Review and Accountability removes the suspension.
- E. A conditional clearance granted by the Section III Executive Committee will be effective until the NYSED Office of School Personnel Review and Accountability has reviewed the submitted paperwork and made a determination.

The Executive Committee reserves the right to reinstate the suspension at any time.

APPENDIX E

Sportsmanship Statement

“The New York State Public High School Athletic Association requires officials to enforce all sportsmanship rules for athletes and coaches. We will not tolerate negative statements or actions between opposing players, especially trash-talking, taunting or baiting of opponents. If such comments are heard or actions seen, a penalty will be assessed immediately. We have been instructed not to issue warnings. Let today's contest reflect mutual respect.”

APPENDIX F

Section III
Serious Officiating/Coaching Complaint Form
(Not to be Used for Judgment Situations)

Today's Date _____ Date of Contest/Incident _____

Sport _____ Your Name _____

Chapter (Circle one): Syracuse, Utica, Watertown, Other _____ Teams

Competing, if any: _____ at _____ Please State

the Facts in Writing:

Coach _____ Athletic Director _____

Principal _____ Superintendent _____

Work Official _____ Chapter Officer _____

Schools Need 4 Signatures Above – Officials Need 2 Signatures Above

Attach additional page(s) if more space is needed.

Mail one (1) copy to: Section III Office, 4983 Brittonfield Parkway, Suite 201, East Syracuse, NY 13057 APPENDIX G

APPENDIX G

Section 3 Schools By Area

Syracuse	Utica	Watertown
APW Central School	Adirondack Central School	Alexandria Central School
Auburn Enlarged City School	Brookfield Central School	Beaver River Central School
Baldwinsville Central School	Camden Central School	Belleville Henderson C. S.
Bishop Grimes High School	Central Valley Academy	Carthage Central School
Bishop Ludden High School	Cincinnatus	Copenhagen Central School
Blessed Virgin Mary Academy	Clinton Central School	General Brown High School
Canastota Central School	Cooperstown Central School	Immaculate Heart School
Cato-Meridian Central School	Dolgeville Central School	Indian River Central School
Cazenovia School District	Frankfort-Schuyler Central School	LaFargeville Central School
Central Square School	Hamilton Central School	Lowville High School
Chittenango Central School	Herkimer Central School	Lyme Central School
Christian Brothers Academy	Holland Patent High School	Sackets Harbor Central School
Corcoran High School	Little Falls High School	Sandy Creek Central School
Cortland Jr Sr High School	Madison Central School	South Jefferson Central School
Deruyter Central School	Morrisville-Eaton Central School	South Lewis Central School
ESM Central School	Mt. Markham High School	Thousand Islands C. S.
Fabius-Pompey Central School	New Hartford Central School	Watertown High School
Faith Heritage School	Notre Dame High School	
Fayetteville-Manlius High School	NY Mills Jr/Sr High School	
Fowler High School	Oneida High School	
Fulton City School	Oriskany High School	
Hannibal Central School	Owen D. Young Central School	
Henninger High School	Poland Central School	
Homer Central School	Remsen Central School	
Institute of Technology	Rome City Schools	
Jamesville-Dewitt Central School	Sauquoit Valley Central School	
Jordan-Elbridge High School	Sherburne-Earlville High School	
LaFayette High School	Stockbridge Valley Central School	
Liverpool High School	Town of Webb High School-Old Forge	
Living Word Academy	Utica City School District	
Manlius Pebble Hill School	VVS Central School	
Marcellus High School	Waterville Central School	
Mexico High School	West Canada Central School	
North Syracuse Central School	Westmoreland Central School	
Nottingham High School	Whitesboro High School	
Onondaga Jr Sr High School		
Oswego City School		
Phoenix Central School		
Port Byron High School		
Pulaski Jr Sr High School		
Skaneateles Central School		
Solvay High School		
Syracuse Academy of Science		
Tully Central School		

Weedsport High School
West Genesee Central School
Westhill High School

MEMORANDUM OF UNDERSTANDING
Between Section III Officials' Boards and
NYSPHSAA Section III, Inc. and NYSPHSAA Section III Member Schools

The parties agree that the following section within the 2022 -2026 Agreement between NYSPHSAA Section III and NYSPHSAA Section III Member Schools and the Section III Officials' Boards as of January 24, 2022, should be interpreted as follows:

VII(D)(1)(I). Swimming & Diving/Swimming – will use 3 officials for regular season and league playoff contests that include both swimming and diving. Will use 2 officials for regular season and league playoff contests that do not include diving.

SECTION III OFFICIALS' BOARDS

By: 
Joe Catalano
Section III Officials' Board Chairman

Date: 2/14, 2022

NYSPHSAA SECTION III, Inc and
NYSPHSAA SECTION III MEMBER SCHOOLS

By: 
John Rathbun
Section III Executive Director

Date: 2/14, 2022

