

**THIRD DISTRICT OFFICIALS ASSOCIATION SERVICE AGREEMENT Between  
THE THIRD DISTRICT BOARD OF CONTROL**

**And**

**THE THIRD DISTRICT OFFICIALS ASSOCIATION, Inc.**

Third District Officials Association's Service Agreement (Agreement) between the Southwest Idaho District III Board of Control ("Board" or "BOC"), and the Third District Officials Association, Inc., an Idaho non-profit association, doing business as Third District Officials ("Association"), is effective for the 2021-2022 through the 2023-2024 seasons ("Effective Date"). Board and Association are sometimes referred to individually as a "Party" or collectively as "Parties".

**PREAMBLE:**

Board and Association have a unique relationship based on mutual respect and consultation. To the extent feasible, conflicts and disagreements shall be managed to obtain a consensus or an agreed upon mutually acceptable outcome.

**RECITALS:**

1. Board and Association are Parties to an agreement executed July 1, 2021. The 2021 agreement as a culmination of several previous agreements.
2. The Board is the organization empowered and delegated with authority for overseeing high school extracurricular activities within the "Third District" of the Idaho High Schools Activities Association (IHSAA).
3. The Association is the organization prepared to train, evaluate, test, and supervise the performance of officials in the seven (7) high school sports sponsored by Board. Football, Soccer, Volleyball, Basketball, Wrestling, Softball, and Baseball.
4. The Third District Schools of the IHSAA, and the Malhuer County schools of the Oregon High Schools Activities Association (OSAA), require officials for their athletic contests. The Association is the sole provider of these services for the Third District Schools of the IHSAA and assist providing these services to Malhuer County Schools to provide officials, and this agreement documents various aspects of the Parties working relationship.
5. Certified officials are individuals who are properly registered with and have completed all the requirements to officiate with the Association, IHSAA, and OSAA and abide by the Associations' code of ethics.

6. The Parties desire to terminate the Prior Agreement and replace the terms of that document with this Agreement.
7. The Agreement will expire June 30, 2024.

### **AGREEMENT:**

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and terms set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

#### **I. THE ASSOCIATION IS AN INDEPENDENT CONTRACTOR:**

1. The Association will monitor the training planned and presented by each Sports Director ("Director").
2. The Association will cause each Director to organize and conduct an evaluation system using input from various sources that may include fellow officials, assigning Commissioners, coaches, and outside evaluators.
3. The Association agrees to consider any performance or code of ethics complaints from school administration, coaches, and fellow officials. The Association will conduct a timely review using pertinent facts from all available sources and provide rulings in a timely manner. As needed, Commissioners, and the Board may be called upon to assist the Association in resolving performance issues as outlined in Exhibit C.
4. Only certified officials shall be assigned contests to officiate within the Third District.
5. Officials shall not accept contest assignments if not properly certified.
6. Commissioners may not assign officials to work contests unless that official is properly certified to work contests within the Third District. Prior to the start of each sport season, the Director will provide the Commissioner with a list of certified officials from which they may assign. This list may be updated throughout the sport season and year.

#### **II. TERMINATION OF PRIOR AGREEMENT**

As of the Effective Date, the prior Agreement shall be terminated and replaced with the terms of this Agreement.

### **III. SERVICE COMPENSATION**

1. The Parties agree that officials providing services will be compensated for contests as set forth in the attached Exhibit A.
2. All schools within the Third District may use "Arbiter Pay" as an electronic method of payment. Otherwise, payment is made prior to the contest.
3. When it is not possible to pay at the contest due to name changes, weather, cancellations, etc., the unpaid official(s) shall complete a payment/information voucher provided by the school. Vouchers are then returned to the custody of school officials, and payment must occur within seven days.
4. When compensation does not occur within seven days of the contest (excluding Thanksgiving, Christmas, and Spring Break) a \$50 fine shall be assessed to the offending school for the first offense, and \$100 for each offense thereafter. Any fines collected are property of the Board. Commissioners are responsible to address the school in question any failure to adhere to the above payment procedures.
5. Game management shall not leave an official's confidential information (social security number, date of birth, etc.) unattended. Payment voucher information, I-9 forms, or any federal and/or state tax reporting forms, shall not be placed in a location or area where it can be viewed by anyone other than school administration or designee.



#### IV. MILEAGE

1. Mileage reimbursement to the designated driver(s) for all varsity contests shall be the current published Internal Revenue Service (IRS) rate less ten cents (\$0.10) as of August 1 of the current school year. Mileage will be determined as the round-trip distance from the official's address listed in ArbiterSports to the address of the contest location.
2. Mileage reimbursement to the designated driver(s) for all non-varsity contests shall be reimbursed as outlined below:
  - Year 2021-2022 – Reimbursement using the following mileage scale for round-trip distance from the official's address listed in ArbiterSports to the address of the contest location:

0 thru 9 miles:	\$	-
10 thru 24 miles:	\$	10.00
25 thru 50 miles:	\$	20.00
More than 50:	\$	30.00
  - Year 2022-2023 – Mileage reimbursement to the designated driver(s) for all non-varsity contests shall be the current published Internal Revenue Service (IRS) rate less twenty cents (\$0.20) as of August 1 of the current school year. Mileage will be determined as the round-trip distance from the official's address listed in ArbiterSports to the address of the contest location.
  - Year 2023-2024 – Mileage reimbursement to the designated driver(s) for all non-varsity contests shall be the current published Internal Revenue Service (IRS) rate less ten cents (\$0.10) as of August 1 of the current school year. Mileage will be determined as the round-trip distance from the official's address listed in ArbiterSports to the address of the contest location.
3. Schools pay only one mileage fee (based upon the distance of the furthest official) when officials from a crew travel separately from a common geographical area. In nearly all instances, Commissioners should pay a single mileage fee to the designated driver. When a crew member chooses to drive separately, they are not paid mileage.
4. Schools pay multiple full mileage fees when officials from uncommon geographical areas are unable to travel together and more than one official is required to drive. For example, when an official from Meridian and an official from Payette must both drive to a contest in Emmett, multiple mileage fees apply. Full mileage will be paid to all officials for that contest.

5. A rider fee shall be paid to “non-driving” officials for contests with one-way mileage as outlined in the schedule below:

	<b>2021- 2022</b>	<b>2022- 2023</b>	<b>2023- 2024</b>
0 thru 25 miles:	\$ -	\$ -	\$ -
26 thru 50 miles:	\$ -	\$ 10.00	\$ 10.00
51 thru 75 miles:	\$ -	\$ 10.00	\$ 12.50
More than 75 miles:	\$ 15.00	\$ 17.50	\$ 22.50

#### **VI. SELECTION OF OFFICIALS FOR DISTRICT AND STATE TOURNAMENTS**

The Parties agree that post season selection of officials will occur as set forth in the attached Exhibit B.

#### **VI. TERMS AND CONDITIONS**

This Agreement contains all the terms and conditions agreed to by the Parties. Only those terms in writing, expressing consideration and signed by the Parties are enforceable; no other terms or oral promises not contained in this agreement may be legally enforced.

## **VII. LEGAL EFFECT**

This Agreement shall be valid upon the Effective Date and shall continue uninterrupted unless either party expresses in writing the desire to void or amend said Agreement. Any portion of the contract may be amended by mutual agreement.

The compensation portion of this Agreement contained in Exhibit A is renegotiated once the current seasons/years under contract are completed.

### **Third District Officials Association, Inc.**

Name: Gary Bassett

Signature: [Signature]

Title: President

Date: 16 Aug 2021

### **Third District Board of Control**

Name: [Signature]

Signature: [Signature]

Title: President Board

Date: 8-16-21

## EXHIBIT A: SERVICE COMPENSATION

For the following sport seasons, fees paid to officials will be as follows:

<b><u>Baseball</u></b> <sup>(1)(2)</sup>	<b><u>2021-2022</u></b>	<b><u>2022-2023</u></b>	<b><u>2023-2024</u></b>
Varsity	\$69.00	\$72.00	\$75.00
Non-Varsity <sup>(3a)</sup>	\$53.00	\$55.00	\$57.00
<b><u>Basketball</u></b> <sup>(1)(2)(3b)</sup>	<b><u>2021-2022</u></b>	<b><u>2022-2023</u></b>	<b><u>2023-2024</u></b>
Varsity - 2-Person Crew	\$67.00	\$71.00	\$75.00
Varsity - 3-Person Crew	\$65.00	\$70.00	\$75.00
Non-Varsity	\$51.00	\$53.00	\$55.00
<b><u>Football</u></b> <sup>(1)</sup>	<b><u>2021-2022</u></b>	<b><u>2022-2023</u></b>	<b><u>2023-2024</u></b>
Varsity	\$71.50	\$76.00	\$82.00
Non-Varsity	\$56.00	\$59.00	\$62.00
Non-Varsity Extended Contest	\$18.00	\$19.50	\$21.50
<b><u>Soccer</u></b> <sup>(1)(2)(3e)</sup>	<b><u>2021-2022</u></b>	<b><u>2022-2023</u></b>	<b><u>2023-2024</u></b>
Varsity - Referee or Dual Officiating	\$65.00	\$68.00	\$71.00
Varsity - Assistant	\$48.00	\$50.00	\$52.00
Non-Varsity - Referee or Dual	\$47.00	\$49.00	\$51.00
Non-Varsity - Assistant	\$35.00	\$37.00	\$39.00
<b><u>Softball</u></b> <sup>(1)(2)</sup>	<b><u>2021-2022</u></b>	<b><u>2022-2023</u></b>	<b><u>2023-2024</u></b>
Varsity	\$64.00	\$67.00	\$70.00
Varsity - 3-Person Crew	\$60.00	\$63.00	\$65.00
Non-Varsity <sup>(3c)</sup>	\$50.00	\$52.00	\$55.00



<b><u>Volleyball</u></b> <sup>(1)(2)(3d)</sup>	<b><u>2021-2022</u></b>	<b><u>2022-2023</u></b>	<b><u>2023-2024</u></b>
Varsity - 3 of 5 matches	\$62.00	\$64.50	\$67.00
Varsity - 2 of 3 matches	\$47.00	\$48.50	\$50.50
Non-Varsity - 2 of 3 matches	\$43.00	\$44.50	\$46.00
<b><u>Wrestling</u></b> <sup>(1)</sup>	<b><u>2021-2022</u></b>	<b><u>2022-2023</u></b>	<b><u>2023-2024</u></b>
Varsity - (Duel up to 15 matches) <sup>(4e)</sup>	\$70.00	\$73.00	\$76.00
Non-Varsity - (Duel up to 15 matches) <sup>(4e)</sup>	\$51.00	\$55.00	\$58.00
Varsity - over 15 matches wrestled <sup>(4a)(4e)</sup>	\$5.25	\$5.50	\$5.75
Non-Varsity – over 15 matches wrestled <sup>(4a)(4e)</sup>	\$4.00	\$4.50	\$5.00
Down Time Fees <sup>(4b)(4c) (4d) (4e)</sup>	\$32.00	\$32.00	\$32.00

#### **Game Fee Addendums:**

##### **(1) All Sports**

- Officials working any contests alone shall receive one and one-half (1½) pay as well as appropriate mileage.
- Extreme weather, illness, or unforeseen circumstances, and scheduling errors shall be paid in the following manner:
  - When notification is provided by the school prior to officials leaving for a contest, there are no fees.
  - If notification is not provided, officials receive mileage and full contest fee.
  - If an extreme weather, illness, or unforeseen circumstances occurs after officials arrive, but prior to the start of a contest, officials receive mileage and one-half (½) a game fee.
  - If rained out, extreme weather, illness, or unforeseen circumstances occurs following the start of a contest, but before sufficient time elapses to constitute an official contest, officials will be paid mileage and full contest fees.
  - Officials completing a rescheduled contest shall receive mileage and full contest fees.
- This same process applies to all sports in the event of an extended power outage.



## **(2) District Tournaments**

- \$5.00 per contest will be added to regular season fees for all district contests except wrestling. Wrestling officials will receive an additional \$0.30 per match over and above regular season varsity tournament fees.

## **(3) Individual Sports**

- (a) Baseball Non-Varsity Games - No new inning will be started after two (2) hours of game play.
- (b) Basketball Varsity Games - Based on the availability of officials, all varsity games will be officiated with a 3-person crew.
- (c) Softball Non-Varsity Games - No new inning will be started after two (2) hours of game play.
- (d) Volleyball Tournament Pool Play - The format may allow for 2 sets played to 25 with a set fee of 80% of the varsity/sub-varsity match fee.
- (e) Soccer matches that only have 2 officials assigned will each be paid 1.5 times the Referee game fee.

## **(4) Wrestling**

- (a) Additional fee per match for any official who works more than 15 matches.
- (b) "Down Time" is defined as time the official is on site but not officiating an active match on the mat. Down time is accumulative for the entire event. Down Time accumulation begins as soon as the officials arrives on site according to Arbiter's scheduled start time and ends at the completion of the last match.
- (c) Tournament and Dual Meet Procedures for "Down Time Fees" - when down time exceeds forty-five (45) accumulated minutes, whether scheduled by the event administrator or not, each official shall be paid the appropriate fee in addition to the per match fees earned. During tournaments, down time does not include an officials' break during mat rotation or scheduled lunch breaks.
- (d) Tournament Head Official Fee - a "Head Official" may be designated for a tournament. The "Head Official" shall be paid \$2.50 per team for each day of the scheduled tournament. Head Officials must be registered with IHSAA and be a member in good standing with the Association.
- (e) Weigh Ins shall be performed by the official or other authorized person a MAXIMUM of one hour before the start of a dual meet and two hours before a tournament. Weigh Ins performed by an official shall be counted as "Down Time" and paid accordingly.

## **EXHIBIT B: SELECTION OF OFFICIALS FOR DISTRICT AND STATE TOURNAMENTS**

### **Post-season Voting**

- Aside from basketball, officials and coaches shall share equally (50% - 50%) in the selection process for post-season tournaments.
- In basketball, the selection process grants the coaches 40% of the vote, officials 40%, and the commissioner 20%. The commissioner retains this percentage only if he/she does not work post-season contests in the Third District. The commissioner's allocation is re-evaluated after each high school season, and whenever a change occurs in the appointed basketball commissioner. If coaches and officials are unable to reach a consensus concerning the current allocation, it reverts to an equal percentage of 50% for coaches and 50% for officials.

### **List of Qualified Officials**

- To facilitate selection, the Director compiles a list of officials who are eligible and available to work post-season tournaments and forwards the list to the Association secretary for the distribution of ballots to officials for voting. If the secretary is on the ballot a designated Association officer selected by the Association president will assume these duties.
- The Association secretary will forward the list of eligible officials to the secretary of the Board.

### **Ballots**

- Ballots for officials are provided to sport officials and subsequently collected by the Association secretary. If the secretary is on the ballot a designated Association officer selected by the Association president will assume these duties.
- Ballots for coaches are provided to coaches and subsequently collected by the secretary of the Board or a designated replacement selected by the Board.
- The secretary of the Board or the designated replacement forwards the coaches votes to the secretary of the Association or the designated replacement.
- The secretary of the Association or the designated replacement compiles a list of officials' rankings for post-season assignment purposes which may be verified by the sport Director and Commissioner.

### **Post-season Assignments**

- State Tournaments
  - Commissioners may only assign officials from the list of officials provided from the secretary of the Association in the order of their ranking which was determined by the results of the coach, official, and the Commissioner (basketball only) votes. Exceptions to this rule are stated below.



- Football – Football officials are assigned contests by distinct positions, (e.g., referee, umpire, line judge, etc.) which require a unique skill set. The Commissioner determines the number of officials, by position, needed to fill all post-season assignments. If an official, who is ranked high enough to work a post-season assignment but in the agreement of the Director and Commissioner does not have the requisite skill level to perform in a needed position, the Commissioner shall select the next official on the list that has the required skill set.
- District Tournaments
  - Commissioners shall assign officials from the list of officials provided from the secretary of the Association in the order of their ranking which was determined by the results of the coach, official, and the Commissioner (basketball only) votes.
  - District Championship contests shall be assigned first, followed by semi-final contests, and working backward through the tournament bracket until all contests have been assigned.
- Compliance
  - The Commissioner shall work with the Director to ensure the above assigning steps are followed to the satisfaction of all parties of this Agreement.
  - A copy of the list of officials' rankings for post-season assignments shall be made available to both the president of the Association and the secretary of the Board of Control for review and archive retention.

#### **EXHIBIT C: BOARD OF CONTROL AND OFFICIALS ASSOCIATION CHAIN OF COMMAND AND COMMUNICATION EXPECTATIONS**

An open and well-defined line of communication is a priority for all parties included in this agreement. The following chain of command with regard to communication should help clarify who should be contacted in the following situations:

- The Association/Director will establish two-way communication with officials relating to:
  - Eligibility requirements to become a certified official.
  - District/state tournament selection process.
  - Discipline for Association bylaws, performance, or code of ethics violations.
- The Association/Director will communicate with Commissioners should officials violate the Association's bylaws or code of ethics that necessitate involvement by the Commissioner's Advisory Board (CAB), BOC, and IHSAA.
- Officials communicate concerns with and ask questions of their sports specific Commissioner relating to contest assignments and school administration.



- Commissioners will establish three-way communication with school administration, the Commissioner's Advisory Board (CAB), the 3rd District Board of Control (BOC).
- The CAB will establish three-way communication with the 3rd District Board of Control (BOC), the Idaho High School Activities Association (IHSAA) and the 3rd District Officials Association.