

THIRD DISTRICT OFFICIALS ASSOCIATION SERVICE AGREEMENT

Between

THE THIRD DISTRICT BOARD OF CONTROL

And

THE THIRD DISTRICT OFFICIALS ASSOCIATION, Inc.

This Third District Officials Association 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 2017-18 through the 2019-2020 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 September 15, 2016. The 2016 agreement was 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.
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.
4. The Third District Schools of the Idaho High Schools Activities Association, and the Malheur County schools of the Oregon High Schools Activities Association, require officials for their athletic contests, and the Association is the sole provider of these services and this agreement documents various aspects of the Parties working relationship.
5. The Parties desire to terminate the Prior Agreement, and replace the terms of that document with this Agreement.

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"). If the Director fails to perform his or her responsibilities, the Association will assign this training obligation to another official, or group of officials.

2. The Association will cause each Director to organize and conduct an evaluation system using input from various sources including fellow officials, assigning commissioners, coaches, and outside evaluators. Each Director will provide a written evaluation to officials no later than 30 days following the evaluation meeting held at the conclusion of each respective sport season.

3. The Association agrees to consider any performance 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.

4. Only members of the Association in good standing who have completed specific requirements set forth by an Association sport director, and certified with the Idaho High School Activities Association may be assigned to officiate within the Third District.

5. Third District Commissioners may not assign officials to work contests unless that official is properly certified to work contests within the Third District.

6. 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.

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 "RefPay" 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.

5. Game management shall not leave an official's confidential information (social security number, date of birth, etc.) unattended. Payment voucher information, or I-9 forms, shall not be placed in a location or area where it can be viewed by anyone other than school administration.

IV. MILEAGE

1. Mileage reimbursement for Varsity shall be calculated using the Idaho Metro Fuel Averages established by the AAA for Boise, Idaho. The average price for mid-grade unleaded fuel will be multiplied by .10 and rounded to the nearest cent, and then an additional dime (.10¢) is added to the rounded number in determining the

“cents per mile rate” paid to officials. Mileage calculations will be made at the beginning of fall, winter and spring sport seasons, i.e., August 1st for fall sports, November 1st for winter sports, and February 1st for spring sports.

2. For contests with one-way mileage greater than 75 miles, “non-driving” officials receive a \$10 “rider” fee.

3. Mileage reimbursement for non-varsity contests is reimbursed using the following mileage scale:
- 0 thru 9 miles \$ 0.00
 - 10 thru 24 miles \$10.00
 - 25 thru 50 miles \$20.00
 - more than 50 miles \$30.00

4. 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.

5. Schools pay multiple 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.

V. 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

1. This Agreement shall be valid upon the Effect 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.

2. 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.

Third District Board of Control

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A: SERVICE COMPENSATION

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

<u>Football</u> ⁽¹⁾	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020</u>
Varsity Game	\$62.00	\$64.00	\$65.00
Non-Varsity Game	\$47.00	\$49.00	\$50.00
Sub-Varsity Extended Contest ^(2d)	\$15.50	16.00	16.25
State Play-offs (at State rate)			
<u>Volleyball</u> ⁽²⁾	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020</u>
Varsity- 3 of 5 matches	\$53.00	\$55.00	\$56.00
Varsity- 2 of 3 matches	\$36.00	\$38.00	\$39.00
Non-Varsity-2 of 3 matches	\$33.00	\$35.00	\$36.00
District Tournament Varsity ⁽²⁾	\$58.00	\$60.00	\$61.00
District Tournament Non Varsity ⁽²⁾	\$38.00	\$40.00	\$41.00
<u>Soccer</u> ^{(1) (2)}	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020</u>
Varsity Referee	\$53.00	\$55.00	\$56.00
Asst. Varsity Referees	\$37.00	\$39.00	\$40.00
Non-Varsity Referee	\$42.00	\$43.00	\$44.00
Non-Varsity Asst. Referees	\$28.00	\$29.00	\$30.00
District Tournament (varsity) ⁽²⁾	\$58.00	\$60.00	\$61.00
District Tournament (Asst referee) ⁽²⁾	\$42.00	\$44.00	\$45.00
<u>Basketball</u> ⁽²⁾	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020</u>
Varsity	\$60.00	\$62.00	\$63.00
Varsity 3 Person	\$47.00	\$49.00	\$50.00
Non-Varsity	\$43.00	\$45.00	\$46.00
District Tournament (varsity)	\$65.00	\$67.00	\$70.00
<u>Baseball</u> ^{(1) (2)}	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020</u>
Varsity Game	\$56.00	\$58.00	\$59.00
Non-Varsity Game	\$43.00	\$45.00	\$46.00
District Tournament (varsity)	\$61.00	\$63.00	\$64.00
<u>Softball</u> ^{(1) (2)}	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020</u>
Varsity Game	\$50.00	\$52.00	\$53.00
Non-Varsity Game	\$38.00	\$40.00	\$41.00
District Tournament (varsity)	\$55.00	\$57.00	\$58.00
<u>Wrestling</u>	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020</u>
Varsity (Duel up to 15 matches) ^(a)	\$59.00	\$61.00	62.00
Non-Varsity (Duel up to 15 matches) ^(b)	\$44.00	\$46.00	\$47.00
Varsity match over 15 per matches wrestled ^(c)	\$4.50	\$4.75	\$5.00
Non-Varsity match over 15 per matches wrestled ^(c)	\$3.25	\$3.50	\$3.75
District Tournaments per match	\$.25	\$.25	\$.25
Down Time Fees ^(d)	\$30.00	\$31.00	\$32.00

^(a) Minimum fee for each Varsity official assigned

- (b) Minimum fee for each Non-Varsity official assigned
- (c) Additional fee per match for any official who officiates more than 15 matches
- (d) Tournament Procedures for “Down Time Fees” - when down time is scheduled into a tournament by an administrator, and “down time” exceeds forty-five (45) minutes, each official shall be paid the appropriate fee in addition to the per match fees earned.

Tournament Head Official Fee - a “Head Official” may be designated for a tournament. The “Head Official” shall be paid \$1.50 per team for each day of the scheduled tournament. Head Official’s must be registered with IHSAA and be a member in good standing with the Association.

(1) Baseball, Football, Softball, and Soccer

- a) Officials working any contests alone shall receive one and one-half (1½) pay.
- b) Rain-outs, 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 a rain-out 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, or extreme weather occurs following the start of a contest, but before sufficient time elapses to constitute an official contest, officials will be paid mileage and a full contest fees
 - officials completing a rescheduled contest shall receive mileage and full contest fees.
- c) 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 \$0.25 per match over and above regular season varsity tournament fees.

Extreme Weather

The National Federation of High Schools has established guidelines for making decisions concerning the suspensions of contests based on the presence of lightening or thunder:

- When thunder is heard within 30 seconds of a visible cloud-to-ground lightning bolt, play is to be suspended for 30 minutes.
- Once suspended, play may be resume 30 minutes after the last thunder is heard or flash of lightening is witnessed.
- No football contest delayed during the first half may resume after 8:30, and the second half may not be started any later than 9:30.
- School administration, coaches, and officials should meet regarding the termination of a contest, or resumption of play at a later date. Game administration is ultimately responsible for the suspension and resumption of play.
- Officials who experience a delay greater than 45 minutes will be paid \$30 for the excessive delay.

EXHIBIT B: SELECTION OF OFFICIALS FOR DISTRICT AND STATE TOURNAMENTS

1. Aside from basketball, officials and coaches shall share equally (50% - 50%) in the selection process for post season tournaments.
2. 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 they don't 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 back to an equal percentage of 50% for coaches and 50% for officials.
3. To facilitate selection, the sports director compiles a list of officials who are eligible and available to work post season tournaments, and forwards the list to coaches and officials for voting.
4. The distribution of ballots for the coaches and subsequent tabulation of their votes is the duty of the Secretary of the Board, or they can select a replacement to distribute and to tabulate the results. Tallying of the coach's vote is first done by school classification, and then in the aggregate.
5. Ballots for officials are provided to Association members by the respective sports director, and the Association secretary tallies the votes.
6. The respective lists of the coaches and officials votes are then combined and considered final when the following is complete:
 - a) Awarded points, if used by either party, are replaced with a numerical ranking. The highest ranked official is placed in the number one position, and awarded one point, and the second rated official is placed in the second position, and awarded two points, and so on, until all officials from both lists have been ranked. All ties receive the same rank, which diminishes the ranking of subsequent officials.
 - b) Points awarded to each official from the two lists are then added together, and the official with the fewest points is ranked number one, the official with the second lowest point total is number two, and so forth, until all officials are ranked for selection by each school classification.
 - c) The Secretary of the Board and respective sports director compile the above rankings, and the sport commissioner, and a representative from the coaches and officials association may attend as observers. If the Secretary so chooses, the compilation may be assigned to a sports director.
 - d) Following compilation, the combined list is reviewed by the Director and Commissioner to determine if there are circumstances which warrant that an official receive a post season assignment different from what their ranking indicates, or if valid reasons exist that they be removed from post season participation. Some of the reasons may include, but are not limited to i) not working enough contests; ii) turning back an excessive number of assignments, or having an invalid reason for not accepting an assignment when not blocked, or returning an assignment after acceptance; iii) poor on field performance, iv) blocking assignments that limit travel without conferring with the director and commissioner, v) having a poor attitude on field or off, vi) speaking negatively of fellow officials, or coaches; and vii) being in violation of the "Officials Code of Ethics" as set forth in the NFHS rules books. The president of the Board and the Association president will act as arbitrators for any difference of opinion that might arise between the director and commissioner regarding the post season status of an official.

- e) Thereafter, the combined list is provided by the sports director to the commissioner for making district/state assignments, and as a means of notifying IHSAA of those officials who have been selected to work state contests.

7. Commissioners shall assign post season contest as follows:

- a) **FOOTBALL** – all post season games are state contests, as such, all quarter-final, semi-final, and state championships contests, are assigned from the combined list. The commissioner has the latitude to assign crews based on his knowledge of the opponents and the officials who have the requisite skill level to provide the teams with the best officiating outcome. For the state championship contest the commissioner and director select five officials by position, provided a selected official did not work a state championship contest the prior year. When this happens, the commissioner and director selects the next appropriate official at that position from the combined list. Where possible, officials selected to work the state championship contest should work as a crew during state playoffs.

No football official should work more than one state playoff contest per week, unless, in the collective judgment of the director and commissioner, the quality of officiating would suffer from assigning too deep within the combined list. When this occurs, the director and commissioner may use the combined list to assign officials to work more than a single contest a week.

- b) Aside from Football, all other sports have both district and state contests, and commissioners shall assign officials from the list in the order of their ranking provided they did not work a state contest in that sport the prior year.

- c) In sports where there's an inadequate number of qualified officials with sufficient skill and experience to officiate a state tournament, it's acceptable to assign officials to work state contests in successive years.

- c) **BASKETBALL** - representation for each of basketball's state tournaments (boys & girls) is currently 6 (six) officials, plus one alternate. In any given year, an official is permitted to work either the boys or girls state championship, but not both. An official selected to work a state tournament (whether boys or girls) in two consecutive years, is required to sit out the state tournament the following year. No official may work a state tournament in three consecutive years, except an official who is selected to work their first state championship contest, and it occurs in the third consecutive season of being selected to the state tournament. Without exception, the requirement to sit out is postponed until the following season. An official selected to work two consecutive state championship games over two consecutive seasons is permitted to work both games before rotating out of the state tournament the third year.

8. For district contests, cards are drawn by representatives of the schools to determine which classification selects first from the ranked list, followed by second choice, and so forth. The commissioner is required to assign games from the combined list by classification, and in the order that schools draw until all district assignments are made.

9. The commissioner shall work with the director to ensure the above steps are followed to the satisfaction of all parties of this agreement.

10. Copies of the individual lists, the combined lists, and all District/State game assignments shall be made available to both the President of the Association and Secretary of the Board of Control for review and archive retention.