AGREEMENT, made this 1st day of July 2018, by and between the NEW YORK STATE PUBLIC HIGH SCHOOL ATHLETIC ASSOCIATION, INC., hereinafter referred to as the NYSPHSAA, Inc. and the _____________, hereinafter referred to as _____________.

WHEREAS, the _____________ is an association whose members are qualified _____________ officials who are also officials of the local _____________ officials’ association throughout the State of New York, and members in good standing of the state officials’ organization.

WHEREAS, the _____________ desires to furnish officials for _____________ to member schools of the NYSPHSAA, Inc. and

WHEREAS, the NYSPHSAA, Inc. is an association whose members are secondary schools within the State of New York.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. The _____________ will accept and comply with the Five Point Program of the NYSPHSAA, Inc. with respect to each of its local _____________ officials’ associations and its members, and through its local chapters, shall assume the responsibility of training, testing and certifying competent officials for all interscholastic _____________ contests scheduled by each of the member schools at all levels of competition in each of the sections of the NYSPHSAA, Inc.

2. The _____________ will cooperate with the sectional athletic councils in the expansion of recruiting and training programs to achieve these objectives and to provide an opportunity for all interested individuals to become qualified officials.

3. The _____________ will establish territories of service for its local _____________ official’s chapters. The NYSPHSAA, Inc. and its subdivisions will recognize and abide by the territorial rights of these chapters to service schools within these areas.

4. The _____________ will provide a representative to the NEW YORK STATE HIGH SCHOOL OFFICIALS’ COORDINATING FEDERATION and will ensure that each _____________ chapter that has territorial rights in a section will participate with the sectional council(s) of officials.

5. The _____________ will submit a list of approved or certified officials (with updates as they occur) of each of its local associations (chapters) to the Assistant Director of the NYSPHSAA, Inc. each year as per the schedule set by the OCF.

6. The _____________ will discipline its officials through its local _____________ officials’ association when necessary and will process and resolve all controversies regarding officiating procedures.

7. The _____________ recognized that the member schools of the NYSPHSAA, Inc. bear the primary responsibility for creating and maintaining qualified athletic programs. The NYSPHSAA, Inc. will process and resolve all controversies regarding actions of contestants, coaches or authorities of its member schools and will discipline such persons or its member schools in accordance with the provisions of the Eligibility Standards entitled APPEAL PROCEDURE and PENALTIES of the NYSPHSAA, Inc. HANDBOOK.
8. The _____________ agrees that the officials shall be selected and assigned by the secondary school authorities in the school, the league, the section or their designee as the case may be. The NYSPHSAA, Inc. and its member schools shall use only those approved officials who are active members in good standing of a local officials’ association of the _____________.

9. The NYSPHSAA, Inc., represented by its sections, shall initiate negotiation sessions. Furthermore, the NYSPHSAA, Inc. or its sections shall determine the structure and format of negotiations including the number of representatives. Each chapter of officials servicing a section will be involved in these negotiations with representation being indirect.

10. Should any member school of the NYSPHSAA, Inc. or any of its subdivisions fail to reach contract terms with regards to officiating for any sport season with _____________, or if a grievance of any nature should arise after the execution of such contract, the parties agree to abide by the following procedure:

   a) Step 1 – Fact Finding

   i) In case of failure to reach contract terms, the NYSPHSAA, Inc. must be notified, in writing within thirty days following a declaration of impasse. Sections and/or officials’ groups may not be entitled to impasse resolution procedures unless a minimum of 4 bargaining sessions were held (exclusive of ground rules meetings).

   ii) Within thirty (30) days of notifying the NYSPHSAA, Inc., a concise statement of the issues and supporting facts, as well as evidence of agreed upon ground rules that governed the conduct of the negotiations and the schedule (record) of bargaining sessions held, must be submitted in writing to the Assistant Director of the NYSPHSAA. Should the declared impasse concern a grievance of any nature, the appealing party will also submit a filing fee of $100.00, c/o the NYSPHSAA, Inc., prior to the convening of a hearing conducted by the NYSPHSAA, Inc.

   iii) A hearing will be convened by a representative of the NYSPHSAA, Inc. and a representative of a sports officials’ organization who are selected by the Parties. The representatives will be selected from current members of the OCF. The representatives cannot be from the Section involved in the matter.

   iv) Each party will present arguments supporting their position. The Fact Finders may ask questions and gain clarification of each party’s position. The parties can submit officiating fees and contract provisions from other sections for comparison. NYSPHSAA will provide all parties copies of any other Section contracts upon request.

   v) The two (2) representatives will serve to determine the facts and to recommend resolution of the issues as presented by two (2) representatives of the Section involved and two (2) representatives of the Sport Chapters involved. Neither party may introduce new topics for resolution that were not introduced during contract/grievance negotiations.
vi) If a grievance or contract has not been resolved within ten (10) days of its presentation at Fact Finding, a written report stating the issues involved, discussions held at the hearing and recommendations for settlement shall be presented to the parties. Acknowledgement of acceptance (or not) shall be dated and signed by all participating representatives; and submitted to the Assistant Director of the NYSPHSAA, Inc. Failure to respond to the proposed report within thirty (30) calendar days after receipt shall result in acceptance of the report. The report will be sent certified mail.

b) Step 2 - Arbitration

i) If contract terms are not reached nor the grievance resolved within thirty (30) days after receipt of the recommendations under the provisions of Step No. 1 - Fact Finding, the issues shall be submitted by the Assistant Director to the American Arbitration Association for arbitration. The arbitrator shall be selected pursuant to the procedure set forth by the American Arbitration Association.

ii) The parties may submit officiating fees and contract terms from other sections for comparison. NYSPHSAA will provide copies of other Sections’ contracts upon request.

iii) If issue(s) concern a grievance of any nature, the appealing party will remit a filing fee of $200 to convene the committee.

iv) All fees and expenses, including those required by the American Arbitration Association (AAA) and arbiter, will be split equally between both parties.

v) Reimbursement of each parties’ share must be forwarded to the NYSPHSAA, Inc. within thirty days from receipt of the invoice.

11. Expenses incurred by the personnel of the NYSPHSAA, Inc. in accordance with implementing any of the steps listed above shall be shared equally by the officials’ organization(s) involved and the section involved. Expenses include all necessary and customary travel expenses, including, but not limited to mileage at the prevailing rate paid Executive Committee members, lodging and meals.

12. Since this agreement provides for the orderly and amicable adjustment and settlement of any and all disputes, differences and grievances, there will be no resort to strikes (withholding of services) by the _____________ or its local chapters or lockouts by the NYSPHSAA, Inc., its subdivisions or any of its member schools. The parties agree to continue all the terms and conditions of any expired contract until such time as a new contract is negotiated and signed.

13. The _____________ shall retain its autonomy and the autonomy of each of its member associations shall be preserved.

14. Notwithstanding any other provisions to the contrary, each approved official shall be acting in his/her capacity as an official who is an independent contractor with regard to his/her relationship to any member school, the NYSPHSAA, Inc. or any of its subdivisions and in no way, does an employer-employee relationship exist. Each official shall perform services in accordance with currently approved methods and practices in his or her professional capacity and in accordance with the standards of the _____________ and of the NYSPHSAA, Inc. Such services shall include any reporting
requirements established by the NYSPHSAA or its subdivisions concerning student/athlete and/or coach misconduct.

This AGREEMENT shall remain in effect until the 30th day of June 2020.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first above written.

Dr. Robert Zayas, NYSPHSAA Executive Director

7-26-18

{Insert Sport Here}  Date