

MEMORANDUM OF AGREEMENT

This **MEMORANDUM OF AGREEMENT** (the “Memo”) is made by and between the **SECTION III OFFICIALS COORDINATING COMMITTEE** (the “Committee”) and **SECTION III** (“Section III”) of the New York State Public High School Athletic Association, Inc. (“NYSPHSAA”). Each party to this Memo may be referred to as “Party,” or, in the aggregate, “Parties.”

RECITALS

WHEREAS, the Section III Officials Contract (the “Contract”) expired on July 31, 2017;

WHEREAS, in an effort to enter a new Contract, the Committee and Section III have negotiated, engaged in fact finding, reviewed a fact finding report, and discussed arbitration;

WHEREAS, on or around July 24, 2017, the Committee commenced an action against NYSPHSAA Section III by filing a Notice of Petition and Petition in the Supreme Court of the State of New York, County of Oswego, Index No. 17-1002, regarding the arbitration;

WHEREAS, starting on or around July 24, 2017, coordinators and/or members of Officials Boards for various fall sports (the “Fall Sports Officials”) have contacted individual schools attempting to enter their own rate agreements;

WHEREAS, in an effort to resolve the issues raised in the Petition and to address the rates of the Fall Sports Officials, the Committee and Section III have come to an agreement;

NOW, THEREFORE, the Committee and Section III hereby agree as follows:

1. **The Petition.** The Committee will voluntarily dismiss the Petition, with prejudice, within three (3) days of execution of the Memo.
2. **The Arbitration.**
 - a. **Panel Members.** Each Party shall be permitted to designate to a three (3) member arbitration panel the representative of its choice, and such designation must be made within seven (7) days of the execution of the Memo. The third member of the arbitration panel shall be chosen from a list supplied to the Parties by the American Arbitration Association (“AAA”). If, after reviewing the list, the Parties cannot agree on the third member of the arbitration panel, then the AAA shall choose an individual from the list based on the Parties’ stated preferences.
 - b. **Initiating Arbitration.** Within seven (7) days of the execution of the Memo, the Parties shall take all steps necessary to notify AAA of their intention to arbitrate.
 - c. **Admissibility of Certain Evidence.**
 - i. **Officials’ Rates in Other Sections.** Prior to the commencement of the arbitration hearing, the Parties shall submit to the arbitration panel the issues

regarding the use of data with respect to officials' rates in other sections. Upon presentation of these issues, the panel shall decide, by a majority vote, the nature and extent to which such data may be admissible for the purposes of the arbitration hearing.

ii. The Fall Sports Temporary Agreement. The terms of the Fall Sports Temporary Agreement, as defined in ¶ 3 *infra*, including, but not limited to, the rates of pay provided for in Exhibit A, shall be deemed irrelevant and inadmissible for the purposes of the arbitration hearing.

d. **Timing of Arbitration.** The Parties desire and expect that the arbitration process will be completed, and a new Contract executed, prior to the start of the winter sports season. If a new Contract is not executed by October 16, 2017, then the Parties promptly shall enter negotiations for a temporary agreement applicable to the winter sports season.

3. **Fall Sports Temporary Agreement.** The Parties agree that the following agreement (the "Fall Sports Temporary Agreement") shall remain in full force and effect until the arbitration process is completed and a new Contract executed, or until the conclusion of the fall sports season, including sectional play, whichever comes first: All terms of the Contract, which expired on July 31, 2017, shall remain in full force and effect, with the exception of the rate of pay for officials, which shall be amended temporarily, as provided in **Exhibit A**.

4. **Miscellaneous.**

a. **Execution in Counterparts and Electronically.** The Memo may be executed in counterparts, each being deemed an original document. In addition, an electronic signature contained hereon shall be deemed an original.

b. **Authority.** The signatories to the Memo have the authority to bind the respective Parties.

BY MY SIGNATURE BELOW, I UNDERSTAND AND AGREE THAT THE FOREGOING IS ACCURATE:

SECTION III OFFICIALS
COORDINATING COMMITTEE

SECTION III

By: _____
Name: Robert Antonacci
Date:

By: John Rathbun
Name: John Rathbun
Date:

EXHIBIT

A

SECTION 3 OFFICIALS FEES FOR FALL 2017

SPORT	%	VARSITY	JV 75%	Modified & Probat-65%	Modified One Official	5 TH QUARTER or 3 rd HALF
Field Hockey	100	88.00	66.00	57.00	85.50	28.50
Football	100	88.00	66.00	57.00	85.50	14.50
Soccer	100	88.00	66.00	57.00	85.50	14.50
Volleyball 3/5	100	88.00	66.00	57.00	85.50	
Cross Country	80	70.50	53.00	46.00		
Gymnastics	80	70.50	53.00	46.00		
Swim W/Diving	80	70.50	53.00	46.00		
<i>Exhibition Heats</i>		<i>5.87</i>		<i>1.50</i>		
Swim N/Diving	75	66.00	49.50	43.00		
<i>Exhibition Heats</i>		<i>6.00</i>		<i>1.50</i>		
Volleyball 2/3	75	66.00	49.50	43.00	64.50	
Tennis		\$15/hour				

\$2.25 / Assignment per contest for schools

\$2.25 / Assignment per changed contest (if hardcopy of assignments has been received by athletic director).

Mileage for 2017-2018 = 44 cents per mile