

THIRD DISTRICT BOARD OF CONTROL

EXCLUSIVE SERVICE AGREEMENT

This exclusive service agreement (hereinafter referred to as Agreement) is entered into this 22 day of August, 2008 between the Third District Board of Control (hereinafter referred to as Board) and the Third District Officials' Association, Inc. (hereinafter referred to as Association).

The Association hereby asserts that it is an independent contractor organized to train, test, evaluate, and supervise the performance of officials in the seven (7) high school sports. The Board represents that it is the organization empowered and delegated the responsibility of overseeing high school extracurricular activities. Therefore, in consideration for the Board entering into this exclusive service agreement for the officiating of all high school sports contests within the bounds of the Third District, the Association agrees to the following terms of performance:

- A) The Association will monitor the training planned and presented by each Sports Director (hereinafter referred to as "director"). If the Director fails to perform his or her responsibilities, the Association asserts it will assign this training obligation to another official or group of officials.
- B) The Association will direct each Sports Director to organize and conduct an evaluation system using a combination of input from fellow officials, and/or coaches, and/or outside evaluators. Each Director will be instructed to provide a written evaluation to each official no later than 30 days following the evaluation meetings at the conclusion of the season.
- C) The Association assures that it will take seriously any performance complaints against officials from school administrators, coaches, or fellow officials. It will conduct a timely investigation of all pertinent facts from all available sources, and provide disciplinary rulings in a timely manner. Sport Commissioners and the Board of Control may ask or be asked to assist in resolving specific situations.
- D) Only registered members of the Association in good standing, who have completed all of the requirements outlined by the Idaho High School Activities Association to be certified officials, may be assigned to officiate contests within the Third District. Sport Commissioners (hereinafter referred to as "commissioner(s)") who serve at the will of the Board, shall not assign anyone not properly certified as a member of the Association to work contests within the Third District. Each Director shall provide the Commissioner with a list of certified officials in a timely manner so contests assignments can be made.

Therefore, based upon these assurances, the representatives from the Board and the Association (hereinafter referred to as Parties) hereby agree to the following terms and conditions of this Exclusive Service Agreement.

I. SERVICE COMPENSATION

The parties agree that the independent contractors providing officiating services shall be compensated for all contests as follows: Beginning in 2008-2009 fall sports, all schools within a classification may elect to use "Repay" as a method of payment. The details of the payment program will be made known to all parties involved prior to the commencement of this payment option. Otherwise, payment is to be made prior to the contest; in situations where payment is not possible at the time of the contest, due to name changes, weather,

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and/or cancellations etc., the unpaid officials shall complete an information/payment voucher provided by the school. Thereafter, said vouchers are returned to the custody of school officials and payment to officials via US Mail shall occur prior to the onset of the following week activities. If compensation is not mailed within seven days from date of contest (excluding Christmas and Spring Break), a fine of \$50 shall be assessed to the offending school for the first offense and \$100 for any offense thereafter. Funds collected from said fines shall become the property of the Board of Control.

Starting with the 2008-2009 season, fee compensation to officials shall be as follows:

Football	2008-09	2009-10	2010-11
Varsity Game	\$52.50	\$53.50	\$54.75
Non-Varsity Game	\$41.00	\$42.00	\$43.00
Volleyball (3)	2008-09	2009-10	2010-11
Varsity - 3 of 5 matches	\$49.00	\$49.50	\$50.00
Varsity Tournament - 2 of 3 matches	\$31.00	\$32.00	\$33.00
Varsity Tournament - 3 of 5 matches	\$48.00	\$49.00	\$50.00
Varsity Single Tournament Games - 21 points	\$10.00	\$10.00	\$11.00
Varsity Single Tournament Games - 25 points	\$10.00	\$10.00	\$11.00
Non-Varsity - 2 of 3 matches to 25	\$27.00	\$27.50	\$28.00
Non-Varsity Tournament - 2 of 3 matches to 21	\$22.00	\$22.00	\$23.00
Non-Varsity Tournament - 2 of 3 matches to 25	\$27.00	\$27.50	\$28.00
Non-Varsity Tournament Games - 21 points	\$9.00	\$9.00	\$10.00
Non-Varsity Single Tournament Games to 25	\$9.00	\$9.00	\$10.00
Soccer (1) (3)	2008-09	2009-10	2010-11
Varsity Referee	\$46.00	\$47.00	\$48.00
Asst. Varsity Referees	\$30.00	\$31.00	\$32.00
Dual Referees - each	\$46.00	\$47.00	\$48.00
Non-Varsity Referee	\$36.00	\$37.00	\$38.00
Non-Varsity Asst. Referees	\$22.00	\$23.00	\$24.00
Non-Varsity Dual Referees	\$36.00	\$37.00	\$38.00
Wrestling (2)	2008-09	2009-10	2010-11
Varsity (Dual up to 14 matches)	\$52.50	\$53.50	\$54.75
Non-Varsity (Dual up to 14 matches)	\$40.00	\$40.00	\$41.00
Non-varsity match over 14 per match	\$2.85	\$2.85	\$2.90
Varsity Tournaments (per match)	\$4.00	\$4.00	\$4.25
Non-Varsity Tournaments (per match)	\$3.00	\$3.00	\$3.00
District Tournaments	\$4.25	\$4.25	\$4.50
Basketball (3)	2008-09	2009-10	2010-11
Varsity	\$52.50	\$53.50	\$54.75
Non-Varsity	\$38.00	\$39.00	\$40.00

Varsity 3 Person	\$36.00	\$37.00	\$38.00
Varsity 1A	\$50.00	\$51.00	\$52.00
Non-Varsity 1A	\$38.00	\$39.00	\$40.00
Baseball^{(1) (3)}	2008-09	2009-10	2010-11
Varsity Game	\$48.00	\$49.00	\$50.00
Non-Varsity Game	\$35.00	\$36.00	\$37.00
Softball^{(1) (3)}	2008-09	2009-10	2010-11
Varsity Game	\$44.00	\$45.00	\$46.00
Non-Varsity Game	\$32.00	\$33.00	\$34.00

(1) Baseball, Softball, and Soccer

Officials working baseball, softball, or soccer contests alone shall receive 1½ pay. Rain-outs shall be paid in the following manner: 1) notification provided to an official(s) by the school prior to leaving for a contest results in no fees; 2) if notification is not provided as stated above, or rain-out occurs after the officials arrive, but prior to the start of the contest, official(s) receive mileage and a \$10.00 fee. 3) if rained out following the start of a game, but before sufficient innings or time are played to constitute an official contest, officials shall be paid for mileage and the full contest fee; 4) official(s) completing a rescheduled rained out shall receive ½ game fee.

(2) Tournament Down-Time Fee

When a tournament elects to schedule a tournament that includes down time, that exceeds forty-five minutes or more, each official will be compensated an additional \$25 as a down time fee in addition to those officiated per match fees earned.

Weigh-Ins

As defined by NFHS, Rule 4.5.4 Weighing In, *“The referee, or other authorized person of the same gender, shall supervise weigh-ins”*

Each school administration shall designate a person for each home meet and/or tournament to conduct the weigh-ins of participants. Officials will be responsible for completing the grooming checks of those participants that have weighed-in. No weigh-in fees will be assessed.

Weigh-Ins Fee

If the host school elects not to provide an appropriate person to administer the weigh-ins a fee will be assessed as follows.

Dual Meet weigh-ins by a varsity official or non-varsity official: \$10.00
Tournament weight-ins per official at each scheduled weigh-ins: \$10.00

Tournament Head Official Fee

A Tournament Head Official may be designated at the request of a tournament director. Should this occur, the working Head Official shall be paid \$1 per team represented per day for each day of the scheduled tournament. A Head Official must be registered with IHSAA and be a member of the Association in good standing.

(3) District Tournaments:

\$5.00 per contest shall be added to regular season fees for all district contests in all sports except wrestling, which will be compensated by additional \$0.25 per match over regular season varsity tournament fees.

II. MILEAGE

Reimbursement for travel expenses shall be calculated using the federal government Internal Revenue Service index in place as of August 1st. If a change in the government index occurs after August 1st or any time during the school year the travel reimbursement rate as of August 1st shall be used. Beginning with the 2008-2009 school year, the assigned driving official(s) shall be paid 80% of the then current IRS rate for mileage resulting from the round trip. For games with a one-way mileage of 75+ miles, non-driving officials will receive a "rider" fee of \$10.00. Schools shall pay only one mileage fee (from furthest officials zip code) when both officials from the crew travel separately. (Commissioner may elect to split mileage fee when multiple officials on crew travel separately.)

III. SELECTION OF OFFICIALS FOR DISTRICT AND STATE TOURNAMENTS

The parties agree that for the selection of officials for tournament contests both officials and coaches shall share equally in the selection process for all sports. The director shall compile a list of qualified registered officials who are eligible to work district and state tournaments. The director shall provide this list to the coaches who shall rank the selected officials by school classification. The officials shall compile their list in rank order using a process overseen by the director. Thereafter, each list is combined, giving each party 50/50 representation in the process. The pooling of the two lists for each classification shall occur in the following manner:

- a. All awarded points, if used in the process, shall be eliminated, and a numerical ranking from first, second, third etc. will be used.
- b. Ranking occurs as follows; the number one official on the coach's list receives one point, the number two official receives two points, the third official three points, etc. This method of assigning a numerical ranking to each official is used for all officials on the list compiled by the coaches; the officials shall follow an identical procedure from its compiled list.
- c. Numerical points assigned to each official from the two lists are then added together. For example, an official ranked as the number five official on the coach's list would receive five points from the coaches. If that official were ranked number nine on the officials list, he or she would have a combined total of fourteen points. After the points for each official are tallied and combined, the official with the fewest points is ranked as number one, the official with the second lowest point total is number two, and thereafter, the process is repeated until each official is ranked and placed on the list for selection by each school classification.
- d. The Secretary of the Board of Control and the Sports Director representing the Association shall compile the list of officials referred to above in item (c.). In addition to these two persons, a representative from the Coach's Association and a representative from the Association's Board of Directors shall be invited as observers; however, both are prohibited from involvement in the compilation of the lists or the allocation process. The Commissioner of said sport is also invited and encouraged to be in attendance.
- e. Once the ranked officials list is compiled by the Secretary of the Board of Control and the Director, it shall be provided to the Commissioner who shall make district contest assignments and provide to IHSAA the list of officials who have been selected to officiate state tournaments.

Once the commissioners have the combined list compiled as specified above, they shall make contest assignments in the following manner:

- a. For football, since there are no district games, the Commissioner and Director shall select the five highest ranked officials qualified by position from the combined list to officiate the State Championship contest, provided they did not officiate the state championship game the prior year. Should that occur,

the commissioner shall select the next highest ranked official from the combined list. All quarter-final and semi-final games are to be assigned from the combined list in the order in which officials are ranked. Where possible, the state championship crew should work together in all the state playoff contests. It is further agreed that no official shall work more than one state play-off contest per week during the state playoffs.

- b. Sports other than football schedule both district and state tournament contests. For state tournament contests, commissioners shall select officials from the combined list in the order in which they are ranked provided they have not worked a state tournament contest in that sport the previous year. It is further understood that in some sports, there may not be an adequate number of qualified officials with sufficient experience and skill to officiate a state tournament contest. Should this occur, an official who worked the state tournament the previous year may be selected to work a state tournament contest the following year.

In Basketball, representation for District III to each state tournament is currently 7 (seven) officials. Based on that number, if an official is selected to work a State final contest, he or she shall not be eligible to work a state tournament the following year. Should the number of officials allocated to District III be reduced to 5 or fewer, officials would not be allowed to work more than 2 (two) State tournaments in a row unless he or she had not worked a State Final those two years, and was selected to do so the third (3rd) year.

- c. For district tournament contests, the historical process has permitted cards to be drawn by representatives of the schools to determine which classification receives the first selection from the combined list, followed by the second choice and so forth. Using this process, the Commissioner shall assign games from the combined list by classification in the order the schools have drawn until all district contest assignments have been made.
- d. It is further agreed that the Commissioner shall work closely with the Director to ensure that the above steps are followed to the satisfaction of all parties to this agreement.

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

IV. CLARIFICATION OF DUTIES

The Parties of the Exclusive Service Agreement do hereby agree that the Commissioners selected and paid by the Third District Board of Control are not empowered to act in any fashion as a representative for the Third District Officials Association. In addition, they have no duties or responsibilities for the conduct of business within the Association. All responsibilities for training, testing, evaluating, recruiting, and disciplining officials rest solely with the Association's Board of Directors. The parties to this agreement further stipulate that the duties, responsibilities, and instructions given to each Commissioner shall not conflict with this agreement. It is further agreed that each party shall receive a copy of this contract, and that of each Commissioner.

V. TERMS AND CONDITIONS

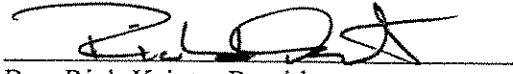
This agreement contains all the terms and conditions agreed to by the Parties. Only those terms in writing, expressing consideration and signed by the Parties are enforceable, no other terms or oral promises not contained in the written Agreement may be legally enforced.



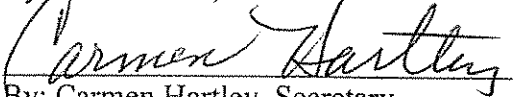
VI. LEGAL EFFECT

This agreement shall take effect upon signing, and will continue un-interrupted unless either party expresses in writing the desire to void or amend said contract. Fee compensation portions of this agreement as detailed in *Paragraph I. Service Compensation* shall be re-negotiated every three years. Any portion of the contract may be amended by mutual agreement.

Third District Officials Association, Inc.



By: Rich Kriete, President

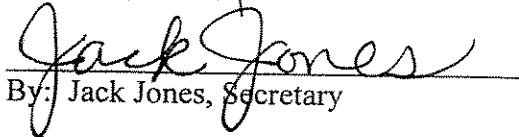


By: Carmen Hartley, Secretary

Third District Board of Control

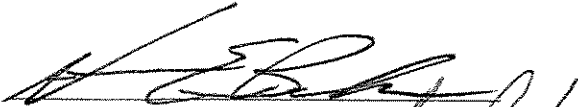


By: Terry Beck, President



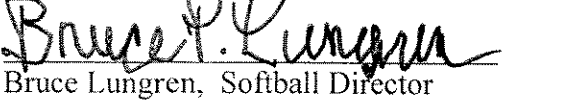
By: Jack Jones, Secretary

This contract is hereby ratified by the 3rd District Officials Association's Board of Directors as presently constituted on August 11, 2008.

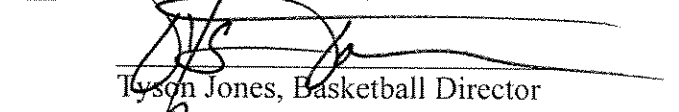

Vernon Banks, Baseball Director

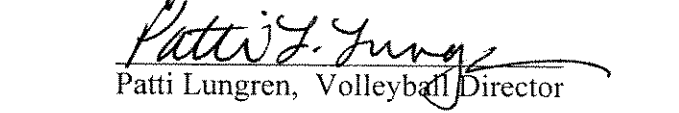

Frans Hoogland, Soccer Director


Vince Leedy, Football Director


Bruce Lungren, Softball Director


Jake Hersel, Wrestling Director


Tyson Jones, Basketball Director


Patti Lungren, Volleyball Director