



SECTION III

New York State Public High School Athletic Association, Inc.

4983 Brittonfield Parkway, Suite 201, East Syracuse, New York 13057 • (315) 451-4588

To: Superintendents of Section III Schools

FROM: John Rathbun, Executive Director, Section III Athletics
Steve Todd, District Superintendent, Jeff-Lewis BOCES

DATE: August 14, 2014

RE: Delegation of Authority

Members of Section III and Section III, itself, utilize a variety of Independent Contractors in order to facilitate the playing of scholastic athletic events. Examples of Independent Contractors are game officials, athletic trainers, site supervisors, security/chaperones, professional security, announcers/spotters, scoreboard operators, clock operators, scorekeepers, ticket takers and custodial/parking attendants. By no means is this list exhaustive.

Currently, disputes involving Independent Contractors that arise in the context of a Section III athletic event are investigated and adjudicated through the Serious Officiating Complaint Procedure. We believe this procedure is appropriate for adjudicating "routine disputes" between officials/coaches/adults. However, where an Independent Contractor is accused of conduct which, if found to be true, would indicate that he/she is unfit to interact with student-athletes, a more formal procedure is necessary in order to ensure fairness and maintain confidentiality.

In those instances, the Independent Contractor shall be entitled to a hearing, held on no less than ten (10) days prior notice. The notice shall contain the specific allegations of alleged conduct in order to allow the Independent Contractor to adequately prepare a defense. The hearing is intended to afford the parties an opportunity to present information/evidence regarding the alleged conduct. The proceedings of the hearing shall be recorded in order to preserve an accurate record, and both parties shall be permitted to be present at the hearing and represented by an individual of his/her choosing.

Pursuant to authority granted by each member school, the Executive Director of the Section and/or the District Superintendent of the Jefferson-Lewis-Hamilton-Herkimer-Oneida Board of Cooperative Educational Services (BOCES) shall be solely responsible for conducting the hearing. The decision of the Executive Director and/or District Superintendent following the hearing shall be final and cannot be immediately appealed. However, after waiting a period of one year from the date of final determination, the Independent Contractor shall be entitled to a "supplemental" hearing before the Executive Director of the Section and/or the District Superintendent of the Jefferson-Lewis-Hamilton-Herkimer-Oneida BOCES. The "supplemental" hearing shall serve as a means for the Independent Contractor to explain what, if any, remedial measures have been taken since the prior hearing. More specifically, how those remedial measures will prevent future conduct that would make he/she unfit to interact with scholar-athletes. The decision of the Executive Director and/or District Superintendent following the "supplemental" hearing shall be final and cannot be appealed.

Please review the foregoing proposal and indicate your approval/disapproval by affixing your signature below and returning this memorandum to the Section III offices located at 4983 Brittonfield Parkway, Suite 201, East Syracuse, NY 13057 by September 5, 2014.

By this letter, I hereby delegate the authority herein described to the Executive Director of Section III and the District Superintendent of the Jefferson-Lewis-Hamilton-Herkimer-Oneida Board of Cooperative Educational Services (as holder of the fingerprinting database) pursuant to the following terms and conditions:

1. An Independent Contractor who is accused of conduct, which if found to be true, would indicate that he/she is unfit to interact with scholar-athletes, shall be entitled to a formal hearing. The hearing is intended to afford the parties an opportunity to present information/evidence regarding the alleged conduct.
2. The hearing shall be held on no less than ten (10) days prior notice, and such notice shall contain the specific allegations of alleged conduct in order to allow the Independent Contractor to adequately prepare a defense.
3. The hearing proceedings shall be recorded in order to preserve an accurate record.
4. Both parties shall be permitted to be present at the hearing and represented by an individual of his/her choosing.
5. The Executive Director of the Section and/or the District Superintendent of the Jefferson-Lewis-Hamilton-Herkimer-Oneida BOCES shall be solely responsible for conducting the hearing.
6. The decision of the Executive Director and/or District Superintendent following the hearing shall be final and cannot be immediately appealed.
7. However, after waiting a period of one year from the date of final determination, the Independent Contractor shall be entitled to a "supplemental" hearing before the Executive Director of the Section and/or the District Superintendent of the Jefferson-Lewis-Hamilton-Herkimer-Oneida BOCES.
8. The "supplemental" hearing shall serve as a means for the Independent Contractor to explain what, if any, remedial measures have been taken since the prior hearing. More specifically, how those remedial measures will prevent future conduct that would make he/she unfit to interact with scholar-athletes.
9. The decision of the Executive Director and/or District Superintendent following the "supplemental" hearing shall be final and cannot be appealed.

The effective date of this delegation is September 2, 2014 and shall be from this date forth effective for two school years, until June 30, 2016. Any renewal of this procedure will be in writing or notice to all parties.

Your signature below confirms that your school district will comply with the provisions of this agreement.

Name

District

Title

Date