



## EXECUTIVE COMMITTEE MINUTES

September 12, 2018

### Action Items

- 3.1 **CARRIED:** June 13, 2018 Section VI Executive Committee meeting minutes
- 6.3.1 **CARRIED:** Treasurer's report

### Athletic Council Action Items

- 3.1 **ACTION ITEM:** Approval of the May 16, 2018 Section VI Athletic Council meeting minutes
- 4.9 **ACTION ITEM:** Approval of the Officials Contact (2018-2021)
- 5.1 **ACTION ITEM:** Approval of Combining of Schools Applications
- 5.2 **ACTION ITEM:** Approval of Senior All Star Applications
- 5.3 **ACTION ITEM:** Approval of Outside Agency Applications
- 6.3.1 **ACTION ITEM:** Approval of the Treasurer's Report
- 6.3.2 **ACTION ITEM:** Approval of Section VI Assigner fee increased to \$90 per participating school in that sport
- 6.2.1 **ACTION ITEM:** Approval to place Health Sciences Charter school in Class A in the sport of Boys Basketball
- 6.7 c **ACTION ITEM:** Direct J. Graczyk, Boys Representative, and M. Fallacaro, Girls Representative, to approve for a football player to be allowed to participate in both the junior varsity and varsity contests within the same week. The stipulation is that during one of the contests, the athlete would have a ten (10) play limit. During the other contest, the athlete would be free of any restriction on plays.\
- 6.7c **ACTION ITEM:** Direct J. Graczyk, Boys Representative, and M. Fallacaro, Girls Representative, to approve when a school is closed due to weather emergency on the 3<sup>rd</sup> day of the appeal timeline the wrestler will be given one extra day to appeal their original weight assessment.
- 6.7c **ACTION ITEM:** Direct J. Graczyk, Boys Representative, and M. Fallacaro, Girls Representative, to approve no new wrestling matches may be scheduled after week #28 unless they are a make-up for a cancelled match.
- 6.7c **ACTION ITEM:** Direct J. Graczyk, Boys Representative, and M. Fallacaro, Girls Representative, to approve to allow a pound allowance for all wrestlers competing in a Sectional tournament when schools are closed due to weather emergency

- 6.7c **ACTION ITEM:** Direct J. Graczyk, Boys Representative, and M. Fallacaro, Girls Representative, to approve the ability to have the NYSPHSAA office readjust BEDS numbers of schools based on a recommendation from a Section Executive Director that fit into the following categories:
- 1.) When a school is closing or splitting into multiple schools due to NYSED receivership or similar status.
  - 2.) When a school closes and a large influx of students enroll in a nearby school(s).
  - 3.) When a school experiences a significant decrease in enrollment due to loss of industry or other unique circumstance.
- 6.7c **ACTION ITEM:** Direct J. Graczyk, Boys Representative, and M. Fallacaro, Girls Representative, to approve if requested by a sport committee, consideration of revision to the classification to allow six classifications for sports with more than 500 schools participating at the NYSPHSAA Championships
- 6.7c **ACTION ITEM:** Direct J. Graczyk, Boys Representative, and M. Fallacaro, Girls Representative, to approve the revised age requirement within NYSED Regulations for Unified Sports
- 6.7c **ACTION ITEM:** Direct J. Graczyk, Boys Representative, and M. Fallacaro, Girls Representative, to approve to revise the format of the NYSPHSAA/NYS Federation Boys Tennis Championships
- 6.7c **ACTION ITEM:** Direct J. Graczyk, Boys Representative, and M. Fallacaro, Girls Representative, to approve to have a standard scoring procedure for all wheelchair athletes participating in NYSPHSAA regular season and post season outdoor Track & Field competitions
- 6.14.1 **ACTION ITEM:** Approval of Kristina Brown as Section VI Rifle Chair
- 6.14.2 **ACTION ITEM:** Approval of Justina Grudzinski as Section VI Cheerleading Chair
- 10.1 **ACTION ITEM:** Approval of the 2018-2019 Winter Pre-Season Sports Reports
- 10.2 **ACTION ITEM:** Approval of the 2018 Spring Post Season Reports with the exception of Girls Lacrosse and Outdoor Track and Field

**\*All Section VI Meetings are Recorded**



# EXECUTIVE COMMITTEE MINUTES

## 1.0 CALL TO ORDER

A. Stoltman

[astoltman@aldenschools.org](mailto:astoltman@aldenschools.org)

Commenced: 9:37am

## 3.0 MINUTES

A. Stoltman

[astoltman@aldenschools.org](mailto:astoltman@aldenschools.org)

### 3.1 *Motion to approve the June 13, 2018 Section VI Executive Committee meeting minutes*

**CARRIED**

**Fallacaro/Rabey**

## 4.0 EXECUTIVE DIRECTOR'S REPORT

T. Slade

[tslade@e1b.org](mailto:tslade@e1b.org)

### 4.1 Combining of Schools Formula (schools housed in same building – 100%)

If the following proposal is not supported at the state level (vote October 2018 NYSPHSAA Executive Committee meeting), T. Slade will recommend approval at the Section level.

*Proposal: To approve the ability to have the NYSPHSAA office readjust BEDS numbers of schools based on a recommendation from a Section Executive Director that fit into the following categories:*

- 1.) *When a school is closing or splitting into multiple schools due to NYSED receivership or similar status.*
- 2.) *When a school closes and a large influx of students enroll in a nearby school(s).*
- 3.) *When a school experiences a significant decrease in enrollment due to loss of industry or other unique circumstance.*

### 4.2 Female Wrestling Tournament

A recommendation to implement a female wrestling tournament will be presented at the following Athletic Council meeting. If approved, a chairperson will be sought. Also, Sections III, IV, and V would need to be invited to participate as Section VI does not have enough athletes to fill the brackets.

### 4.3 Unified Sports

Currently, Doug Ames is the chairperson of both Unified Basketball and Unified Bowling. Due to the growth of both sports and the associated workload, the chairmanship will be split into 2 positions. A stipend will be provided for each position.

### 4.4 Representation Rule B/G Golf

A female participating on a Boys Golf team can now participate in the Girls Golf Sectional Championship. Scores must be used from the men's tees. If interested in qualifying for the Girls Sectional Championship, the athletic director must notify the Executive Director, Timm Slade, or Girls Golf Chairman, Rick Wargala.

### 4.5 NFHS Broadcast agreement/proposal (Appendix A)

Section VI is interested in partnering with the NFHS Network. The NFHS Network is a joint venture among the National Federation of State High School Associations (NFHS), its member state associations and PlayOn! Sports. The NFHS is located in Indianapolis, Indiana and is the national leadership organization for high school sports and performing arts activities. PlayOn! Sports is based in Atlanta, Georgia and is the nation's largest high school sports media company. All NFHS Network events are available online at [www.NFHSnetwork.com](http://www.NFHSnetwork.com)

The proposal was initially delayed because Pegula Sports and Entertainment wants to broadcast Boys Ice Hockey for the duration of the time they are held at the HarborCenter. NFHS Network representatives have agreed to this and would link with Pegula to post on the NFHS website. If approved, this sponsorship will yield \$13,000 annually.

- 4.6 Eden Boys Lacrosse Independent Schedule (2018-2019)  
Due to the rationale for Eden and Hamburg's independent status and the possibility of Kenmore adding a Boys Lacrosse program, E. Greenway, Boys Lacrosse Chairman, along with his committee, will review and make possible changes to the alignments.
- Eden and Hamburg may withdraw from independent status depending on the 2019 division alignments.
- 4.7 Hamburg's Boys Lacrosse Independent Schedule (2018-2019)  
See 4.6
- 4.8 SAAC  
The New York State Public High School Athletic Association (NYSPHSAA) Student-Athlete Advisory Committee (SAAC) was developed to give student-athletes a voice within the NYSPHSAA. The committee discusses topics relevant to high school student-athletes and develops ways to maintain a positive athletic experience. Each committee member is expected to exemplify leadership while providing feedback on and promote all NYSPHSAA Special Programs, including but not limited to, Scholar-Athlete, Sportsmanship, Life of an Athlete, Student Leadership, and Community Service.
- Section VI representatives on the NYSPHSAA Student Athlete Advisory Committee along with their respective athletic directors will be asked to attend the November 14, 2018 athletic council meeting to provide the council with an update of current SAAC discussion items. T. Slade and J. Alger (North Tonawanda) will meet with the Section's SAAC representatives about implementing a Section VI SAAC program.
- 4.9 **AC ACTION ITEM:** Approval of the Officials Contact (2018-2021)  
T. Slade and C. Amo (ECIC Executive Secretary/Treasurer and Section VI Negotiations Team representative) were charged with seeking an extension of the Western New York Sports Officials contract. This was the first time the officials' groups voted on approval of the contract from the WNYSOs side. The majority voted in favor of the negotiated contract.
- If the contract is approved at the following Athletic Council meeting, officials' payments should not be released until fees are updated in ArbiterOne. Schools will be notified when payments can be released.
- \*J. Rabey (Superintendents Representative) volunteered to be on the Section VI negotiations team.
- 4.10 Section VI Coaches Meeting  
Section-wide coaches meeting were approved at the January 2018 athletic council meeting. Concern was expressed over the requirement to attend both a league and a section meeting. Implementing section-wide coaches meetings for this winter season will be acted on at the following athletic council meeting.
- 4.11 ArbiterPay  
Section office staff are working through ArbiterPay issues as they present.
- 4.12 Football – 8 man (October 22, 2018)  
Section VI is hosting an 8-man football session where Section III representatives along with their executive director will present as this offering has flourished in their area. The session is scheduled for October 22, 2018 at Erie 1 BOCES. An invitation to attend will be sent to Section VI superintendents and athletic directors.
- \*Note: If the NYSPHSAA schedules the Football championships after Thanksgiving, it is anticipated that Sections 8 and 11 will join The association, which will result in six classifications for the sport.
- 4.13 Sport Season Report (G. Kaszubski)  
G. Kaszubski is scheduled to report at the AC meeting.
- 4.14 Transfer Request  
T. Slade will confer with the Section's attorney regarding issues with an approved transfer student.
- 4.15 Constitution Change – President-Elect Nomination (League Supported)  
Agenda item 4.15 is tabled until the December 12, 2018 Executive Committee meeting.

#### 4.16 E-Sports

NYSPPHSAA is investigating the possibility of implementing e-sports. Concerns were presented over implementing e-sports when the reduction of contests is still in place.

### 5.0 COMMUNICATIONS

T. Slade

[tslade@e1b.org](mailto:tslade@e1b.org)

#### 5.1 **AC ACTION ITEM:** Approval of Combining of Schools Applications

1. Cheer Football, **Franklinville**, Ellicottville, West Valley, V
2. Cheer Football, **Gowanda**, Pine Valley, V
3. Soccer G, **Gowanda**, Pine Valley, V
4. Ice Hockey Boys, **Lockport**, Niagara Falls, V
5. Ice Hockey Girls, **Starpoint**, Niagara Wheatfield, North Tonawanda, V
6. Wrestling, **Franklinville**, Ellicottville ADD Cuba Rushford, V, JV, 7/8
7. Golf G, **Cassadaga Valley**, Maple Grove, Chautauqua Lake, Forestville & Westfield, V
8. Lacrosse B/G, **Lake Shore**, Silver Creek, V/JV
9. Track & Field B/G, **Clymer**, Sherman Panama, V
10. Track & Field B/G, **Franklinville**, Ellicottville, West Valley, V /JV & 7/8/9
11. Track & Field B/G, **Falconer**, Cassadaga Valley, V /JV & 7/8/9
12. Track & Field B/G, **Westfield**, Brocton, V /JV & 7/8/9

#### **Demergers**

1. Soccer B, **Ellicottville**, West Valley, V, JV & 7/8/9
2. Soccer G, **Falconer** Cass Valley, V, JV & 7/8/9

\*The Section office must be notified of demergers.

#### 5.2 **AC ACTION ITEM:** Approval of Senior All Star Applications

- a) Boys and Girls Soccer, Chaut. Co Sr. All Star Games 11/11/2018 at Martin Rd Athletic Complex
- b) Section VI Field Hockey Senior Game 11/4/18 at Pioneer High School

#### 5.3 **AC ACTION ITEM:** Approval of Outside Agency Applications

- a) Mike Blest Cross Country Invitational on 9/15/18 at Beaver Island State Park, co-sponsored by WNY T & F Officials & Grand Island HS
- b) Fall Fest Cheer Competition on 10/21/18 at NCCC, co-sponsored by Niagara Cheer Productions, NEYSA Youth Sports & Wilson CSD
- c) Hot Cheer on 10/27/18 at Starpoint HS, co-sponsored by Starpoint HS & Elite Heat All Stars
- d) Cataract City Classic Boys Basketball on 12/7-12/8/18 at Niagara Falls HS, co-sponsored by Niagara Falls Education Foundation (pending insurance)
- e) Cataract Hockey Classic on 12/14-12/15/18 at Hyde Park Ice Rink, co-sponsored by Niagara Falls Education Foundation (pending insurance)
- f) NFHS Festival of Lights Bowling Tourn. on 12/27/18 at Tonawanda Bowling Center, co-sponsored by Niagara Falls Education Foundation (pending insurance)
- g) Clarence Varsity Boys Volleyball Tourn. On 8/25/18 at Clarence High School, co-sponsored by Clarence Boys Volleyball Booster Club (retro-active approval, approved on 8/24/18 by T.Slade)

### 6.0 STANDING COMMITTEE REPORTS

#### 6.1 Combining of Schools Committee

J. Rabey

[jrabe@depew.wnyric.org](mailto:jrabey@depew.wnyric.org)

##### 6.1.1 Spring 2018 COS End of Season Reports Update

Buffalo Public Schools are expected to submit their 2018 spring combined schools end of season reports at today's meeting.

6.2 Charter Schools Classification Committee

J. Rabey

[irabey@depew.wnyric.org](mailto:irabey@depew.wnyric.org)

- 6.2.1 **AC ACTION ITEM:** Approval to place Health Sciences Charter School in Class A in the sport of Boys Basketball  
Supportive data for this recommendation is attached (PowerPoint)

6.3 Finance Committee

D. Scholla

[dscholla@e1b.org](mailto:dscholla@e1b.org)

6.3.1 **Motion to receive the treasurer's report**

**CARRIED**

**Rabey/Graczyk**

- 6.3.2 **AC ACTION ITEM:** Approval of Section VI Assigner fee increased to \$90 per participating school in that sport  
Federated sports with Section designated assigners include Football (North & South), Girls Lacrosse, and Boys Lacrosse. The fees assessed participating schools within their coordination dues are used to compensate these designated assigners. Due to these assigners evolving responsibilities and increased workflow, T. Slade and D. Scholla recommend to increase the fee to the participating schools and thus the assigners' compensation.

Section VI would compensate the assigners the difference for the 18-19 school year and the increased fees would be incorporated in future years' dues.

6.3.3 Football Financial Procedures (Bowl Games)

Beginning with the 2018-2019 school year, bowl games will follow the same process as semi-finals. A \$5 admission will be charged and turned into the Section office and Section VI will pay all administrative costs.

6.3.4 Boys Basketball Financial Procedures (Play-in, Pre-quarters)

Beginning with the 2018-2019 school year, pre-quarter finals will now follow the same process as play-in games in the sport of Boys Basketball. All expenses will be covered by the host school.

6.3.5 Boys & Girls Lacrosse Financial Procedures (Semi-Finals)

Beginning with the 2018-2019 school year, the host school will cover all expenses for semi-finals in the sports of Boys and Girls Lacrosse.

6.7 State Executive Committee/Central Committee

a) Superintendent

J. Rabey

[irabey@depew.wnyric.org](mailto:irabey@depew.wnyric.org)

*Nothing to report*

b) Principal

J. Spanbauer

[jspanbauer@nfschools.net](mailto:jspanbauer@nfschools.net)

*Nothing to report*

c) Boys Rep./Girls Rep.

J. Graczyk/M. Fallacaro

[jgraczyk@pioneercsd.org](mailto:jgraczyk@pioneercsd.org)/[mfallacaro@edencsd.wnyric.org](mailto:mfallacaro@edencsd.wnyric.org)

**Approved Items (July 2018 NYSPHSAA Central Committee Meeting)**

- Add Representation Rule related to "practice" to the "Practice Rule"
- Remove "sneakers and molded cleat" restrictions from the NYSPHSAA Handbook
- NYSPHSAA Officials Contract for the 2018-2019 & 2019-2020 school years
- Finalize 7 non-public school classification numbers for the 2018-2019 school year
- Revise the format of the NYSPHSAA Cheerleading Championships to include revisions of the score sheet and coaches education

and judges training. (Rationale: To provide a fair and equitable NYSPHSAA Competition experience that maximizes the strengths of student athletes and their programs). Effective Start Date: Fall 2018.

- Recognize Game Day Cheer. (Rationale: Consider approval to recognize GameDay Cheer in an effort to provide an opportunity for member programs to explore a different style of Cheerleading, increase participation and promote community and school spirit. Effective Start Date: Fall 2018 & Winter 2018-2019.
- Revise the NYSPHSAA Championship Philosophy
- Revised graduated scale percentage for the combining of teams to be sports specific. The percentage is dependent upon the association's specific sport classification cut-off numbers. Sports with two divisions, Division One will follow AA combining of team guidelines (100%) and Division Two will follow class C combining of team guidelines (40%). school year. (Rationale: If two schools combine for the sport of football as an example, we currently use the five class numbers for determining classification for the sports of soccer, basketball, baseball and softball. It makes more sense to use the sport specific numbers.) Effective Start Date: 2019-2020
- Revisions to the Volleyball scrimmage rule
- Moving the Bowling Championships from Week #35 to Week #36. (Rationale: The change would allow bowling to conduct a three-day state tournament at available suitable sites a week later. In addition, it would allow for bowling to move off a weekend where five other NYSPHSAA events are conducted and provide for better media coverage, NYSPHSAA staffing and promotion of the sport on a weekend with just one other NYSPHSAA tournament (Ice Hockey).) Effective Start Date: March 2019.
- Moving the Bowling Championships from a two-day tournament to a three-day tournament. In order to accommodate for the third day, the official practice session on Friday would be eliminated. Division 2 boys and girls teams will compete on Friday afternoon. Composite Teams will compete on Saturday with the girls and boys being separate competitions with one in the morning and one in the afternoon. Division 1 will compete on Sunday morning. A rotation schedule will be established to prevent the same division from losing school time each year. (Rationale: The addition of the Division 2 component to the tournament added another event to the NYSPHSAA Bowling Championships. In order to accommodate spectators so they are not denied access due to fire code, the composite event would be split into two separate competitions on the Saturday of the tournament with one group competing in the morning and another in the afternoon. In order to schedule all events for the tournament and accommodate the larger than capacity crowd for the composite event, we would need to eliminate the Friday practice session. The spectator experience at the venue will be improved because there will be more space to view the athletes, shorter concession lines and bathroom lines during the composite team event. Bowler and spectator safety will be improved because there will be less equipment laying around the settee area and more space for spectators to move around. Competition will end earlier so that schools could depart back home after competition instead of staying another night in a hotel, saving school districts money. Improved travel itineraries for sections furthest from event because of tournament end times. (i.e. If Section 11 is the host Section, Sections 5 and 6 would be most affected by length of travel.) Student-athletes would lose less classroom instructional time because not all teams would need to travel during school hours on the Friday of the Championship weekend due to the elimination of the official Friday practice. The potential for student-Athlete codes of conduct violations will be minimized because athletes competing will return home after competitions instead of staying in the hotel.). Effective Start Date: March 2019.
- Amending the Girls & Boys Bowling Substitution Rule at the NYSPHSAA State Championships  
Below are the proposed terms of the new substitution rule:
  1. One (1) substitution may be made per game.
  2. A substitution may be made prior to the first ball being thrown of any frame.
  3. The athlete who begins a frame must finish that frame. EXCEPTION - 10th frame: In the 10th frame, a substitution may also be made prior to the "fill-ball" for any bowler. This substitution may only be made after a spare or after the second strike.
  4. If a substitution is made, the score for that game is credited to the athlete who began the game. However, that game score AND six-game series is ineligible to be used toward individual awards.
  5. When a substitution is made, the head coach must indicate the change on the team scoresheet. The game score (for the bowler who began the game) should be circled. For the substitute, the coach should enter an asterisk (\*) along with the frame number that bowler entered the game.
  6. Penalty: If an illegal substitution is made, an individual score of 0 will be given for every illegal frame. Once a scoresheet is verified (signed) by the opposing coach, scores will NOT be adjusted.  
Effective Start Date: Winter 2019.
- Revision to the Girls & Boys Bowling maximum contest rule
- Addition of a "Super Qualifying Standard" for the NYSPHSAA Outdoor Track & Field Championships. The new set of standards allow for a much more stringent times/marks, thus qualifying approximately 10-12 additional athletes in the State Track Meet. This "Super Standard" is based on a five-year average of the 4th place finish at the State Meet finals for each event. Athletes can meet these standards at any time during the regular season or postseason to qualify for the State Meet. Athlete/Relay must participate

in that particular event at the State Qualifier meet. This standard will be adjusted each year by the State Coordinators after review of the numbers. This would allow those athletes who place below the present second place finish in each Section's final qualifier to advance to the State Meet.

Effective Start Date: Spring 2019.

- Ice Hockey Regional Rotation
- Ice Hockey post season games to use video replay for determining goals, undetected goals and for determining correct time on the game clock (NFHS rule 9-13). Effective Start Date: 2018-2019 season.
- Ice Hockey regular season warm-up procedures
- Waivers of the representation rule for the Sections and sports below: **Section I 6 to 0 Wrestling Dual Meet Championships** (Rationale: Central Committee approval required for waivers of the Representation Rule.)
- Friends & Neighbors and new member schools
- Move the Softball Championships from Week #49 to Week #50 (June 15, 2019) for the 2019 State Championships. (Rationale: This would allow the leagues and Sections to have an additional week to get League games and Sectionals completed. With the poor weather, teams have been forced play a season in about three weeks. The 2018-19 calendar allows the state tournament to be pushed back a week. Moving to week #50 also moves the tournament away from the annual Americade Motorcycle Weekend, which drives hotel prices very high and rooms are at a premium. At this time, no hotel or venue contracts have been signed yet for week #49 of 2019. Furthermore, the current venue has indicated they could host the State Tournament on week #50 instead of week #49.) Effective Start Date: June 2019.
- Update the current Wrestling Skin Infection form to include the editorial changes made by the NFHS SMAC
- Adopt the 6th Edition of the NYSPHSAA Gymnastics Technical Handbook. Effective Start Date: 2018-19 season
- Move the Baseball Championships from Week #49 to Week #50 for the 2019 State Championships

#### **Discussion/Information Items (July 2018 NYSPHSAA Central Committee Meeting)**

- 2019-2020 classification numbers - NYSED will not release finalized numbers until September; vote to be held at the October 16th Executive Committee Meeting
- Consideration of endorsing a NYSAAA Resolution related to LTC course 631 Administration: Emergency Management of Interscholastic Athletic Events
- Softball -Standardize Regional Play to only Thursday to Monday Prior to State Tournament  
Presenter: Cathy Allen, NYSPHSAA Softball Coordinator  
Proposal: The NYSPHSAA Softball State Committee is requesting approval for Regional play to be scheduled Thursday through Monday only, prior to the State Tournament.  
Effective Start Date: 2019 season.  
Rationale: Setting a schedule of certain days for regional contests to be completed would help maintain a fair and equitable schedule. This would allow for the same play and rest periods for teams heading to Regionals and coming out of Regionals across the state and additionally keep Sections accountable in maintaining similar schedules (to other Sections). This has been a discussion for some time. The committee voted 10-1 in favor of this proposal.  
Proposal Originated: Proposal originated at the NYSPHSAA State Softball Committee meeting June 8, 2018
- Bowling – Fully adopt USBC Rules for Competition statewide  
Presenter: Mike O'Connell, NYSPHSAA Boys Bowling Coordinator, Eileen Shultis, NYSPHSAA Girls Bowling Coordinator  
Proposal: The NYSPHSAA Bowling Committee seeks approval to fully adopt the USBC rules for competition statewide.  
Effective Start Date: 2018-19 season.  
Rationale: USBC rules were adopted but noted "for scoring only" in the NYSPHSAA Handbook. Additionally, some sections were using their own rules for competition. The CAC was informed of this on June 20th during a different bowling proposal. Fully adopting USBC rules will provide consistent, uniform rules to be followed.
- Review of NFHS/ NCAA/ USA rules survey data  
Information: A survey has been administered at the direction of the NYSPHSAA Executive Committee to gain feedback on the sport playing rules used in the sports of Girls Basketball, Girls Volleyball, Boys Volleyball and Softball. The deadline for the survey to be completed is July 17th. Survey results will be provided at the Central Committee meeting. This will be one of three topics discussed during the Cracker Barrel meetings on Wednesday, July 25.  
As of July 12th the following responses were received to the various surveys:

Girls Basketball (NCAA Rules) **389**  
Girls & Boys Volleyball (NCAA Rules) **376**  
Softball (USA Rules) **332**  
Officials **1123**

**Below are the minutes from the NYSPHSAA Executive Committee meetings related to this topic: The October 12, 2017 Executive Committee minutes state (pg. 21):**

*“President Osborne asked the Girls Basketball Committee to review and compare/contrast the NCAA Rules and NFHS Rules and come back to the Executive Committee with a recommendation or a rationale for staying with NCAA rules. He also directed the Section Executive Directors to take this back to their Sections for discussion. It will be a discussion item on the agenda of the May Executive Committee meeting.”*

Link: <http://nysphsaa.org/Portals/0/PDF/Committees/Executive/October%2012%202017%20EC%20Meeting%20Minutes.pdf>

This request came after the girls' basketball committee requested several waivers of the NCAA rules. **The February 2, 2018 Executive Committee minutes state (pg. 16):**

*“At the October 2017 Executive Committee meeting, NYSPHSAA President Jim Osborne asked the Girls Basketball Committee to review and compare/contrast the NCAA Rules and NFHS Rules and come to the February Executive Committee with a recommendation or a rationale for staying with NCAA rules. He also directed the Section Executive Directors to discuss in their Sections.”*

Link to minutes: <http://nysphsaa.org/Portals/0/PDF/Committees/Executive/February%202018%20EC%20Minutes.pdf>

**May 4, 2018 Executive Committee minutes state (pg. 23):**

*“Survey Related to NFHS Rules*

- Robert Zayas, Executive Director, presented a proposal for consideration to administer a survey to coaches, officials and Athletic directors related to the use of NFHS rules in sports currently using other rules (i.e. girls' basketball-NCAA, girls & boys' volleyball-NCAA, softball-USA, etc.).*
- The Philosophy Committee is interested in gathering data from coaches, officials and athletic directors on this topic before providing a recommendation.”*

Link: <http://nysphsaa.org/Portals/0/PDF/Committees/Executive/May%202018%20EC%20Minutes.pdf>

#### **Items to be Voted on at the October 2018 NYSPHSAA Executive Committee Meeting (Appendix B):**

**AC ACTION ITEM:** Direct J. Graczyk, Boys Representative, and M. Fallacaro, Girls Representative, to approve for a football player to be allowed to participate in both the junior varsity and varsity contests within the same week. The stipulation is that during one of the contests, the athlete would have a ten (10) play limit. During the other contest, the athlete would be free of any restriction on plays.

**AC ACTION ITEM:** Direct J. Graczyk, Boys Representative, and M. Fallacaro, Girls Representative, to approve when a school is closed due to weather emergency on the 3<sup>rd</sup> day of the appeal timeline the wrestler will be given one extra day to appeal their original weight assessment.

**AC ACTION ITEM:** Direct J. Graczyk, Boys Representative, and M. Fallacaro, Girls Representative, to approve no new matches may be scheduled after week #28 unless they are a make-up for a cancelled match.

**AC ACTION ITEM:** Direct J. Graczyk, Boys Representative, and M. Fallacaro, Girls Representative, to approve to allow a pound allowance for all wrestlers competing in a Sectional tournament when schools are closed due to weather emergency

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**AC ACTION ITEM:** Direct J. Graczyk, Boys Representative, and M. Fallacaro, Girls Representative, to approve if requested by a sport committee, consideration of revision to the classification to allow six classifications for sports with more than 500 schools participating at the NYSPHSAA Championships

**AC ACTION ITEM:** Direct J. Graczyk, Boys Representative, and M. Fallacaro, Girls Representative, to approve the revised age requirement within NYSED Regulations for Unified Sports

**AC ACTION ITEM:** Direct J. Graczyk, Boys Representative, and M. Fallacaro, Girls Representative, to approve to revise the format of the NYSPHSAA/NYS Federation Boys Tennis Championships

**AC ACTION ITEM:** Direct J. Graczyk, Boys Representative, and M. Fallacaro, Girls Representative, to approve to have a standard scoring procedure for all wheelchair athletes participating in NYSPHSAA regular season and post season outdoor Track & Field competitions

## UPDATE:

### 1. NOCSAE Baseball Stamp:

In May 2017, the NFHS informed its member state associations throughout the country that baseballs would be required to include a NOCSAE stamp starting in January 2019. R. Zayas, NYSPHSAA Executive Director, expressed concern to the NFHS and worked with other State Athletic Associations to bring attention to the expedited implementation period. Many NYSPHSAA member schools told me they had 40, 50 or 60 dozen baseballs in storage, since they purchased baseballs in bulk. Thankfully the NFHS has delayed the implementation of this rule until January 1, 2020.

### 2. Homeschool Legislation:

NYSPHSAA continues to work with Kevin Banes, from Statewide Public Affairs, on legislative relations and initiatives. Kevin and R. Zayas met with several elected officials towards the end of the 2018 Legislative session to express concern with the proposed Homeschool bill. The bill proposed permitting homeschooled students to participate in interscholastic sports in the district they live. The bill did pass the Senate, however was not voted upon in the Assembly.

3. Unified Sports: This past year NYSPHSAA and Special Olympics New York were proud to work with 140 schools that offered Unified Basketball and 32 schools that offered Unified Bowling. In the upcoming year we will be working with all 11 Sections in Unified Sports with the addition of Section 10. Unified Sports has continued to provide an opportunity to many students to receive the benefits of an interscholastic sports program. As with all of our interscholastic programs Unified is not perfect but the pros definitely outweigh the cons. The NYSPHSAA are hopeful that one or two Sections will expand into the fall season which will provide and Unified Opportunity in all three seasons. Section 5 offered a Modified Unified Basketball program this past spring. The schools reported this program as a huge success. The NYSPHSAA thanks our wonderful partners Special Olympics New York for their continued support and expertise.

4. Sanctioning: The NYSPHSAA Sanctioning process is on-line at [www.nysphsaa.org](http://www.nysphsaa.org). Anytime a school is traveling out of state for a competition they must complete the "notice of entry" on-line. Schools will be able to check the status of an out of state event on the website. If a school is hosting an event that involves a school(s) from another state they must complete the NYSPHSAA sanctioning application or the NFHS on-line sanctioning application. For further assistance please feel free to contact Todd Nelson ([tnelson@nysphsaa.org](mailto:tnelson@nysphsaa.org)) in the NYSPHSAA office.

5. Professional Development: Schools are encouraged to be proactive and encourage their coaches, students, and parents to take advantage of the wonderful courses offered by the NFHS. These courses are well put together and provide excellent resources. Many of these courses are absolutely free of charge and the ones that do charge a fee are very reasonable. Athletic Administrators are encouraged to use these courses as tools to improve and continually educate their coaches to help benefit the entire athletic program. The NFHS offers more than 60 course and over 6 million courses have been taken by administrators, coaches, students, officials, and parents. To learn more please visit [www.nfhslearn.com](http://www.nfhslearn.com).

6. School of Excellence: The School of Excellence is awarded to schools who had 75% of their varsity programs qualify for and receive the NYSPHSAA Scholar-Athlete Team Award during the 2017-2018 school year. Qualified is interpreted to mean teams having met all of the Scholar-Athlete Team Award program's criteria (i.e. received a certificate), including *having met the deadline date* to apply as set for each sport season. Deadline to apply was June 30th. The press release including the school names was distributed in early July.

7. School of Distinction: The School of Distinction is awarded to schools who had 100% of their varsity programs qualify for and receive the NYSPHSAA Scholar-Athlete Team Award during the 2017-2018 school year. Qualified is interpreted to mean teams having met all of the Scholar-Athlete Team Award program's criteria (i.e. received a certificate), including *having met the deadline date* to apply as set for each sport season. Deadline to apply was June 30th. The press release including the school names was distributed in early July. Schools have expressed concern with the requirement of including merged teams on a school's application. This concern will be brought to the SADC for discussion in September.

### 6.8 Extended Eligibility

One application for extended eligibility will be denied at the section level.

T. Slade  
[tslade@e1b.org](mailto:tslade@e1b.org)

### 6.10 Transfer/Foreign Student

*Reports were emailed*

T. Slade  
[tslade@e1b.org](mailto:tslade@e1b.org)

6.13 Mixed Competition

J. Spanbauer

[jspanbauer@nfschools.net](mailto:jspanbauer@nfschools.net)

6.13.1 Dunkirk Girls Volleyball

An application received for a male student-athlete to participate on Dunkirk's Girls Volleyball team met the criteria for mixed competition. The student-athlete was evaluated by T. Slade during one of the team's practice sessions. Currently, there are no concerns. Dunkirk was notified that the student-athlete may be evaluated again during the season if the student-athlete shows dominance.

6.14 Nominations

B. Banker

[bbanker@ktufsd.org](mailto:bbanker@ktufsd.org)

6.14.1 **AC ACTION ITEM:** Approval of Kristina Brown as Section VI Rifle Chair

6.14.2 **AC ACTION ITEM:** Approval of Justina Grudzinski as Section VI Cheerleading Chair

6.15 Corporate Partners

T. Slade

[tslade@e1b.org](mailto:tslade@e1b.org)

**Section VI Sponsorship Update:**

Grand Slam Fence	\$350
Trophies Trophies	\$350
Toth Sporting Goods	\$350
The Jock Shop	\$350
Cross Training Athletics	\$350
Laux Sporting Goods	\$350
G&G Fitness	\$2,000
Legend Equities	\$2,500
Spectrum Section VI	\$16,500
Spectrum NYSPHSAA	\$6,000
A-Turf	\$10,000
Spalding NYSPHSAA	\$42,800
VSP	\$3,000
Young & Wright Architects	\$1,500
Go Fan	<u>\$4,000</u>
Total:	\$90,400
	<u>\$13,000</u> NFHS (*potential)
	\$103,400

10.0 SPORTS REPORTS

10.1 **AC ACTION ITEM:** Approval of the 2018-2019 Winter Pre-Season Sports Reports

10.2 **AC ACTION ITEM:** Approval of the 2018 Spring Post Season Reports with the exception of Girls Lacrosse and Outdoor Track and Field

11.0 OLD BUSINESS

12.0 NEW BUSINESS

13.0 GOOD OF THE ADJOURNMENT

13.1 *Motion to adjourn*

**CARRIED**

*Spanbauer/Graczyk*

Respectfully Submitted,

*Beth Fadeley*

Beth Fadeley  
Recording Secretary

## APPENDIX A

<p style="text-align:center"><b>SECTION VI OF THE NEW YORK STATE PUBLIC HIGH SCHOOL ATHLETIC ASSOCIATION EVENT LICENSE AGREEMENT WITH NFHS NETWORK, LLC</b></p>
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This Agreement (hereinafter referred to as “**Agreement**”) is entered into by and between the **Section VI of the New York State Public High School Athletic Association** (“Section VI Athletics”) a New York non-profit corporation, and **NFHS Network, LLC** (hereinafter referred to as “**Network**”) (Network and Section VI Athletics, shall each be referred to as “**Party**” and collectively as, the “**Parties**”), and shall be effective upon signature by both Parties or as of July 1, 2018 (“**Effective Date**”) whichever is earlier.

### RECITALS:

**WHEREAS**, Section VI Athletics is a private not-for-profit corporation governing the member schools of Section VI of the New York Public High School Athletic Association (“NYSPHSAA”), and having exclusive control over Sectional Competition (as defined below) for the 98 NYPHSAA-member high schools in Section VI in the Western New York region;

**WHEREAS**, Network and Section VI Athletics desire to continue to maintain a strategic relationship through a multi-year, multi-platform, production and distribution strategy for Section VI Athletics post-season high school events for Section VI Athletics sanctioned sports and activities;

**WHEREAS**, Network is a joint venture formed to produce and distribute certain championship athletic events and other activities of participating state athletic associations and their respective sections;

**WHEREAS**, Section VI Athletics exercises the management and control of broadcast media rights for all Sectional Competition Events (as defined herein) and wishes to grant Network the right to choose certain Selected Events (as such term is defined and described in the Agreement) from time to time and to produce and/or distribute such Selected Events; and

**WHEREAS**, to achieve the above described purposes and goals, both Network and Section VI Athletics desire to grant certain rights and assume certain obligations to the other Party, subject to the terms and conditions set forth herein and as more specifically set forth below.

**NOW, THEREFORE**, for the mutual covenants and promises contained herein and in the Agreement, and other good and valuable consideration, the sufficiency of which is acknowledged by the parties, the parties agree as follows:

### I. DEFINITIONS

- A. “**Section VI Athletics Marks**” means the trademarks and/or service marks listed in **Exhibit B** attached hereto and incorporated into this Agreement by reference.
- B. “**Events**” means all Sectional Competition events (as defined herein), to include all Section VI Athletics-managed and controlled tournaments and playoffs, including, but not limited to, the rounds of quarterfinals, semifinals, and championships, as appropriate per sport. Events may be in the format of either games, meets or matches.
- C. “**Online Distribution**” means the delivery of media programming and other content via live streaming and archived on-demand viewing over online systems and networks including, but not limited to, wired or wireless internet streaming and all forms of mobile devices, including but not limited to archival, live or delayed digital productions including all forms of video web streaming, video-on-demand, mobile delivery, and DVD (and other physical media or downloadable media) sales of Events produced under this Agreement.
- D. “**Section VI**” means the Western New York section, one of the eleven geographic areas into which the state of New York is divided by NYSPHSAA, Inc., for the purpose of administering the athletic program for the member schools therein is under the

jurisdiction of the Section Athletic Council (Constitution, Article V, (2) - (5))

- E. “**Sectional Competition**” means those games or meets conducted at the conclusion of the league schedule for the purpose of determining sectional champions for Section VI, as defined by NYSPHSAA in the *NYSPHSAA Handbook*. In those activities in which state championships are held in classes, Section VI Athletics may conduct interclass contests after determining their winners by classification.
- F. “**Selected Events**” means those Events that Network has selected for production and distribution based on the criteria in **Exhibit A**.
- G. “**Television Distribution**” means the delivery of media via standard television (free over-the-air television) and non-standard television (including, without limitation, basic, tier and/or premium cable distribution, direct broadcast satellite television) to any and all devices through linear programming and/or digital television programming, including video on demand (“**VOD**”) services

## II. TERM

The term of this Agreement shall commence on the Effective Date and shall continue through July 31, 2023 (“**Term**”), unless earlier terminated by a Party pursuant to Section XII.

## III. RENEWAL; RIGHT OF FIRST REFUSAL

Network shall have the exclusive right to negotiate with Section VI Athletics to extend the term of this Agreement or enter into a new contract for the matters covered hereby for a period of one hundred twenty (120) days beginning January 31, 2023 (the “**Negotiation Period**”). If no Agreement is reached between the Parties by the end of the Negotiation Period, Section VI Athletics shall be free to negotiate with any other entity/party regarding the rights contained in this Agreement; provided, however, that between the end of the Negotiation Period and July 31, 2023 (the “**ROFR Period**”) Network shall have a right of first refusal to match any material terms offered to NYSPHSAA by a Network competitor with respect to the subject matter of this Agreement (the “**Right of First Refusal**”). In the event Section VI Athletics receives a bona fide offer to enter into an agreement similar to this Agreement during the ROFR Period, Section VI Athletics shall immediately notify Network in writing (the “**ROFR Notice**”). The ROFR Notice shall include a written copy of the offer, shall identify all individuals and entities involved in the proposed transaction, shall describe in detail all of the terms and conditions of the proposed transactions, and shall set forth any other information requested by Network that is material to the bona fide nature of the offer. Network shall have thirty (30) days after receipt of the ROFR Notice (the “**ROFR Response Deadline**”) to make a binding proposal to Section VI Athletics on materially similar terms as that set forth in the ROFR Notice (the “**ROFR Response**”). In the event Network does not timely provide an ROFR Response, Section VI Athletics may contract with the third party on terms materially the same as those set forth in the ROFR Notice. For each new offer, or amended material term in an existing offer during the ROFR Period, a new ROFR Notice shall be provided and a new ROFR Response Deadline shall be determined in accordance with Section VI Athletics of the Agreement. In the event Network provides a conforming ROFR Response, the parties shall work in good faith to amend this Agreement to conform to the terms set forth in the ROFR Notice. For clarity, Section VI Athletics agrees that it shall not enter into any discussions with any other party for the Events and/or rights subject of this Agreement until the expiration of the Negotiation Period.

## IV. Network RIGHTS and OBLIGATIONS

### A. Production

Section VI Athletics hereby grants Network the exclusive right and license to produce and distribute, via any and all means, methods and platforms of both Online Distribution and Television Distribution, on a worldwide basis, all Selected Events during the Term, and the nonexclusive right and license to use Section VI Athletics Marks in connection with the production, distribution, marketing, promotion and exploitation of the Events in all forms of media, with the express right to sublicense any or all of the foregoing rights. Without limiting the generality of the foregoing, such rights shall include the right to create programming highlights for Online Distribution and general marketing and promotion of the Events and the Section VI Athletics relationship. In the event that Network elects to produce a Selected Event for Online Distribution only, Section VI Athletics may not grant the right to produce and distribute the Selected Event for Television Distribution without the express written consent of Network.

B. Right to Sublicense

Section VI Athletics hereby agrees that Network shall have the right to sublicense the rights granted to it by Section VI Athletics in and to Events under the Agreement, which rights shall include the right of Network to sell national advertising inventory for such Selected Events and retain all advertising revenues from such Selected Events, provided that Section VI Athletics shall have the immediate right to terminate Network's aforementioned right to sublicense such rights upon any termination of the Agreement described in Section XII below.

C. Distribution

1. At a minimum, Network will distribute all Selected Events produced by it under this Agreement via Online Distribution. Network agrees to design, develop, and manage a Section VI Athletics-branded direct-to-consumer sub-portal on NFHSnetwork.com ("**NFHS Network Portal**") as approved by Section VI Athletics. Section VI Athletics agrees that Network shall have the right to sublicense and assign Events for production and/or distribution specifically including without limitation, distribution via the Network-branded, direct-to-consumer website ("**NFHS Portal**") intended to provide consumer access to live, on-demand and archival Events and other Programming, and the right to outsource Network's obligations related to the Section VI Athletics sub-portal.
2. All Selected Events will be made available to consumers through the NFHS Network Portal under a direct-to-consumer paid subscription model ("**Consumer Subscription**"), whereby Network will be responsible for all e-commerce functions, registration, and customer service functions. The Consumer Subscription offerings, pricing, and policies will be subject to change from time to time with the notification provided to Section VI Athletics, and will be consistent with the offerings, pricing, and policies of all other Programming available through the NFHS Portal.
3. Network shall have the opportunity to establish contractual relationships for television distribution of non-televised Events with potential third party distribution outlets, including, but not limited to, over-the-air networks, cable networks, satellite providers, broadband providers, telecommunication networks, and by any future-developed means of transmitting analog or digital video signals. For the sake of clarity, Network does not have the right under this agreement to enter into any television distribution agreements for any Event without the express written consent of Section VI Athletics and under terms mutually acceptable to both Parties.
4. Network, or its agents, shall maintain the exclusive sales and distribution rights for Section VI Athletics Event DVDs produced under this Agreement by Network and all Section VI Athletics archived programming and content for which Section VI Athletics owns or controls the copyright and which is licensed to Network under this Agreement.
5. Network will have the right to make available to Section VI-member schools the "**School Broadcast Program**" it operates in conjunction 2080 Media, Inc. ("PlayOn"). The Network School Broadcast Program allows individual schools to self-produce and distribute their regular season sports events and other school related content exclusively through Network.

Section VI Athletics will use commercially reasonable efforts to market the School Broadcast Program, in coordination with efforts of PlayOn and Network, to Section VI-member schools. Specifically, these marketing efforts, shall be (i) to designate the School Broadcast Program as the official broadcast platform for its member schools, (ii) to create media policies encouraging Section VI Athletics member schools to use the School Broadcast Program, and (iii) to provide Network or PlayOn, as applicable, with access to administrators and coaches at official Section VI Athletics events. Network acknowledges that if Section VI Athletics satisfies each of the requirements set forth in clauses (i)-(iii) herein, it will be deemed to have satisfied its marketing requirement.

Member schools participating in the School Broadcast Program will have the right to broadcast the schools' Sectional Competition for all sports, live or on demand, exclusively on the Section VI Athletics sub-portal of the NFHS Network video portal. Section VI Athletics will not charge any rights fees for such broadcasts, but such broadcasts will be subject to any Section VI Athletics and Network defined advertising restrictions applicable

specifically within the Sectional Competition Events. All Post Season Event broadcasts by Section VI Athletics member schools must be broadcast under a direct-to-consumer subscription model. Network will submit, or cause PlayOn to submit, any revenue from direct-to-consumer subscription sales for Sectional Competition Events to directly to the applicable Section VI Athletics member schools.

**D. Production and Content**

1. Network shall bear all costs of video production for all Selected Events produced under this Agreement.
2. Network will produce all Selected Events in a professional manner in accordance with a commercially reasonable approved Section VI Athletics standard of video quality, production graphics and audio effects, generally consistent with the philosophy and integrity of Section VI Athletics as well as in compliance with any and all provisions of the Section VI Athletics Handbook, Administrative Procedures, Guidelines and Policies.
3. Network reserves the right to produce events directly or to authorize qualified production partners or Network to produce any Section VI Athletics Event under the same standards as set forth in subsections 1 and 2 herein.
4. Section VI Athletics agrees to provide Network with preferred production locations at all venues as deemed reasonably necessary by such production personnel to provide the highest level of production quality and coverage where possible and with no cost to Section VI Athletics.
5. Section VI Athletics agrees to ensure best efforts to provide a dedicated internet circuit accessible to Network and its production personnel, at no cost, with a minimum of a 1.5 Mbps upstream per each individually offered stream.
6. Network shall use in all playoff webcasts the official name and logo of the Section VI Athletics championship events, including Section VI Athletics State presenting sponsors, if applicable, in accordance with the Section VI Athletics and CIF State agreements. Network shall use the official name and logo without modification during the broadcast, without exception, including graphics and audio references regardless of any competing advertiser status with a Network sponsor.

**V. ADVERTISING PROGRAMS**

Section VI Athletics acknowledges that after the Effective Date, all advertising inventory in or for the Selected Events will be owned, managed and controlled by Network. Section VI Athletics will have no further right under the Agreement to any “advertising revenue” with respect to the Selected Events except as applicable to any available inventory as described in the following sentence. Notwithstanding the foregoing, the parties expressly agree that Section VI Athletics will receive two (2) minutes of video commercials within each Network broadcast of each Section VI Athletics Selected Event to accommodate local sponsor agreements with the understanding that local sales of such time shall in no way limit or restrict Network’s ability to sell national category exclusivities within its inventory. In addition to the aforementioned two (2) minutes, Section VI Athletics may purchase additional inventory from Network for resale for local sponsorships based on Network’s published rate card in effect at the time of sale (subject to customary discounting packages available from Network), as the same may be modified from time to time in the Network’s discretion, and subject to compliance with applicable Network policies. For the sake of clarity sponsorship elements exclusively controlled by Network, whether television or digital, include commercials (notwithstanding the aforementioned two (2) minutes per event of commercials reserved for Section VI Athletics), audio/ visual elements associated with the presentation to the consumer online, including pre-roll ads, banner display ads, graphic overlay ads and any other messaging opportunities known or hereafter developed.

## VI. Fees

In accordance with this Agreement, Network agrees to pay Section VI Athletics as follows:

### A. Guaranteed Rights Fees

<u>School Year</u>	<u>Rights Fee</u>
2018-2019	\$13,000
2019-2020	\$13,000
2020-2021	\$13,000
2021-2022	\$13,000
2022-2023	\$13,000

### B. DVD Sales

- a. Network will produce and offer for sale a DVD of all Events produced under this Agreement by Network, and shall have the right to produce DVDs for certain Section VI Athletics archival and other content as contemplated in this Agreement. For the sake of clarity, DVDs of Events are to include downloadable media (“**Download to Own**”) that may be offered in lieu of, or in addition to, a DVD.
- b. Network shall have the right to retain 100% of all gross DVD sales revenue from section (a.), above.

### C. Payments

Annual Guaranteed Rights Fees payment (pro-rated for any partial year, if there exists a partial year) will be made by June 30 for each year of the Term.

## VII. Indemnification

- A. Indemnification by Section VI Athletics. Subject to and in accordance with Section IX below, Section VI Athletics shall defend, indemnify and hold harmless Network and its owners and their respective officers, directors and employees from and against, without limitation, any and all claims, costs, liabilities, obligations, judgments, fines, penalties, expenses or damages (including reasonable attorneys’ fees and court costs) arising from or related to: (i) the Section VI Athletics Marks or the Events; (ii) any breach by Section VI Athletics of any of Section VI Athletics’s representations, obligations or warranties set forth in this Agreement; and (iii) any failure to comply with applicable law in exercising its rights under this Agreement.
- B. Indemnification by Network. Subject to and in accordance with Section IX below, Network shall defend, indemnify and hold harmless Section VI Athletics and their respective officers, directors and employees from and against, without limitation, any and all claims, costs, liabilities, obligations, judgments, fines, penalties, expenses or damages (including reasonable attorneys’ fees and court costs) arising from or related to: (i) the Network Marks; (ii) any breach by Network of any of Network’s representations, obligations or warranties set forth in this Agreement; and (iii) any failure to comply with applicable law in

exercising its rights under this Agreement.

## VIII. Insurance

Network shall maintain in force at all times during the Term of this Agreement and at its sole cost and expense insurance including, but not limited to, policies of property, advertisers' liability and commercial general liability insurance, having coverage with limits not less than One Million and 00/100 Dollars (\$1,000,000.00), each. All such policies of insurance shall be primary and non-contributory, and shall include contractual liability coverage, and shall be written with a financially responsible carrier, licensed to do business in the State of New York. Network shall submit to Section VI Athletics a Certificate of Insurance effective August 1, 2018, and on each anniversary date thereafter, naming Section VI Athletics as an Additional Insured. Section VI Athletics' failure to request and/or obtain a Certificate of Insurance from Network shall not constitute a waiver of its right to enforce this provision.

## IX. Binding Agreement

This Agreement, once executed, shall constitute a binding and enforceable agreement between the Parties. In addition, all previous agreements, verbal or otherwise, or letters of understanding between the Parties related to the subject matter hereof shall be deemed null and void. Section VI Athletics grants Network the right to pursue all legal and equitable remedies against any third party in connection with an alleged or actual violation of the rights granted to it by Section VI Athletics under this Agreement. Neither party shall assign this Agreement to a third party without the prior written consent of the other party except as expressly contemplated herein.

## X. TRADEMARK LICENSE

- A. Section VI Athletics Marks. Section VI Athletics hereby grants to Network, during the Term, a non-exclusive, limited, royalty free, worldwide right and license to use the Section VI Athletics Marks trademarks and logos solely for the purposes set forth in this Agreement, subject to the obligations set forth in Section XIII below, and in compliance with Section VI Athletics' current trademark and logo usage guidelines as provided to Network in writing upon execution of this Agreement or as may be updated in writing from time to time during the Term. Section VI Athletics reserves the right to require changes in any of Network's uses of the Section VI Athletics Marks, and Network agrees to comply with Section VI Athletics' requirements within five (5) business days of receiving any such written notice from Section VI Athletics. Network acknowledges that nothing contained in this Agreement shall be construed to vest in Network any right, title or interest in or to the Section VI Athletics Marks or in the goodwill now or hereafter associated therewith. Any and all goodwill associated with or identified by the Section VI Athletics Marks shall inure directly and exclusively to the benefit of Section VI Athletics. Network shall not take any action that could be detrimental to the goodwill associated with the Section VI Athletics Marks or with Section VI Athletics. Upon expiration or earlier termination of this Agreement, Network will immediately cease all use of the Section VI Athletics Marks. All rights not expressly granted herein are reserved to Section VI Athletics.
- B. Network Marks. Network hereby grants to Section VI Athletics, during the Term, a non-exclusive, limited, royalty free, worldwide right and license to use the Network name, trademarks and logos designated by Network in writing ("**Network Marks**") for the purposes set forth in this Agreement, subject to the obligations set forth in Section XIII below, and in compliance with Network's current trademark and logo usage guidelines as provided to Section VI Athletics in writing upon execution of this Agreement or as may be updated in writing from time to time during the Term. Network reserves the right to require changes in any of Section VI Athletics' uses of the Network, and Section VI Athletics agrees to comply with Network's requirements within five (5) business days of receiving written notice from Network. Section VI Athletics acknowledges that nothing contained in this Agreement shall be construed to vest in Section VI Athletics any right, title or interest in or to the Network or in the goodwill now or hereafter associated therewith. Any and all goodwill associated with or identified by the Network Marks shall inure directly and exclusively to the benefit of Network. Section VI Athletics shall not take any action that could be detrimental to the goodwill associated with the Network or with Network. Upon expiration or earlier termination of this Agreement, Section VI Athletics will immediately cease all use of the Network. All rights not expressly granted herein are reserved to Network.

## **XI. ADDITIONAL PROVISIONS**

- A. Mutual Rights of Approval. Prior to production or distribution in accordance with this Agreement, each Party shall have the right to reasonably approve and contribute to the content of any written materials, public address announcements, video broadcast or other information utilizing the name, trademark or logo of the other Party to be developed or publicized or otherwise disseminated pursuant to this Agreement. Any objections or corrections by a Party must be communicated within five (5) days after the materials have been received or any such objections or corrections will be deemed waived. All objections will be mutually discussed and reasonable efforts will be made by both Parties to reach a prompt and satisfactory agreement. In no event may materials be used which, in the opinion of either Party are inconsistent with the overall image of that Party, or will jeopardize any of such Party's proprietary rights.
- B. Restrictions. Neither Party shall utilize the relationship provided herein, or their name, trademark or logo in any way which violates federal, state, local laws or ordinances, or to advertise or otherwise promote the use of tobacco products, alcoholic beverages or performance enhancing drugs.
- C. Use of Marks. The license to use a Party's mark, as granted in Section XI herein, shall inure to the benefit of such Party and the provisions of this Section XI do not convey any right, title or ownership interest in the trademarks of one Party to the other. Neither Party will utilize the name of the other Party in connection with any merchandising or marketing program not contemplated or expressly recognized in this Agreement, nor permit the use of the other Party's name with any product, service, trade name, trademark or logo in any manner other than as contemplated by this Agreement, without the prior written consent of the other Party.

## **XII. BREACH AND TERMINATION**

- A. Breach. Either Party may terminate this Agreement upon written notice, if the other Party is in material breach of the Agreement and fails to cure such breach at within sixty (90) days of its receipt of written notice from the non-breaching party detailing the breach.
- B. Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by escalation to senior management personnel and, if that fails, then by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration, litigation, or some other dispute resolution procedure. Each Party agrees to bear its own costs at mediation.
- C. Termination of Rights. Upon the expiration or early termination of this Agreement all rights granted pursuant to this Agreement shall immediately cease. After such expiration or early termination neither Party shall make any statement or reference regarding any ongoing relationship between the Parties.

## **XIII. WARRANTIES, INDEMNIFICATION, INSURANCE AND LIMITATION OF LIABILITY**

- A. Warranties
  - 1. Section VI Athletics Warranties. Section VI Athletics represents and warrants that it has title to and right to license the Section VI Athletics Marks and Events and that said Section VI Athletics Marks and Events are not subject to any rights of any third parties whose consent is required to the use thereof by Network. Section VI Athletics warrants that it has full power and authority to enter into and perform its commitments under this Agreement and that the execution, delivery, and performance of this Agreement constitutes the legal, valid, and binding obligations of Section VI Athletics, enforceable against it in accordance with these terms. Section VI Athletics warrants that the exercise of any right herein granted to Network will not violate or infringe upon the trademark, trade name, copyright, patent, literary, dramatic, music, artistic, personal, private, contract, civil or property right, right of

privacy or publicity, or any other right of any person or entity and/or constitute libel, defamation or slander of any person or entity.

2. Network Warranties. Network warrants that it has title to and right to license the Network Marks and that said Network Marks are not subject to any rights of any third parties whose consent is required to the use thereof by Section VI Athletics. Network warrants that it has full power and authority to enter into and perform its commitments under this Agreement and that the execution, delivery and performance of this Agreement constitute the legal, valid and binding obligations of Network, enforceable against it in accordance with these terms. Network warrants that the exercise of any right herein granted to Section VI Athletics will not violate or infringe upon the trademark, trade name, copyright, patent, literary, dramatic, music, artistic, personal, private, contract, civil or property right, right of privacy or publicity, or any other right of any person or entity and/or constitute libel, defamation or slander of any person or entity.

- B. Limitation of Liability. Except for the indemnification obligations (set forth in Sections VII herein), neither Party will be liable to the other Party for any punitive, incidental, indirect, special, reliance or consequential damages including lost business, revenue, or anticipated profits, whether based on breach of contract, tort (including without limitation negligence), or otherwise, and whether or not either Party was advised of the possibility of such loss or damage. In addition to the foregoing, except for the indemnification obligations (set forth in Sections VII herein), the Parties shall not be liable to either Party its employees, contractors, agents or invitees for any injury to or death of either Parties employees, contractors, agents or invitees, whether based on tort (including without limitation negligence), or otherwise, unless prohibited by law, as currently interpreted and enforced.

#### **XIV. GENERAL TERMS AND CONDITIONS**

- A. Force Majeure. Neither Party hereto shall be liable for its failure to perform hereunder due to occurrences beyond its control including, but not limited to, war, riots or civil unrest, strikes, labor stoppages or other labor actions, acts of God, fire or other casualty, accidents or act of sabotage, or acts of governmental agencies.
- B. Notices. Whenever under this Agreement provision is made for any payment, demand, notice or declaration of any kind, or where it is deemed desirable or necessary by either Party to give it shall be in writing and served either personally, delivered to Federal Express or another reliable courier service which provides written evidence of delivery, or sent by United States mail, certified, return receipt requested, postage and any other fees prepaid, addressed to the Party(ies) at the addresses set forth below or at such address as either Party may advise the other in writing from time to time.

To Network:  
Mark Koski  
CEO, NFHS Network  
(317) 822-5716  
[mark.koski@nfhsnetwork.com](mailto:mark.koski@nfhsnetwork.com)

To Section VI Athletics:  
355 Harlem Road  
West Seneca, NY 14224  
Phone: 716-821-7581  
Fax: 716-821-7352  
Contact: Timm Slade, Executive Director  
[tslade@elb.org](mailto:tslade@elb.org)

Notices given hereunder shall be deemed to have been given on the date of personal delivery or the date of the certified mail receipt signed by the recipient.

- C. Prior Agreements Superseded. This Agreement contains the entire agreement between the Parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions, or obligations, oral or written, between or among the Parties relating to the subject matter of this Agreement that is not fully expressed in this Agreement.
- D. Form and Construction. The headings used in this Agreement are for convenience of reference only and do not constitute substantive matter to be considered in construing the terms of the Agreement. As used in this Agreement the masculine gender shall include the feminine and the singular form of words shall include the plural, or vice versa, as necessary in order that this Agreement may be interpreted so as to conform with the subject matter actually existing.
- E. Binding Effect. This Agreement is binding on and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.
- F. Severability. In the event that any portion of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of this Agreement shall continue in full force and effect.
- G. Counterparts. This Agreement may be executed in any number of counterparts and each counterpart shall be deemed an original and all of which together shall constitute one and the same Agreement. A faxed copy of the executed signature page shall be sufficient to cause the terms of this Agreement to become fully operative.
- H. Amendments. This Agreement may be modified only by a written instrument executed by all of the Parties.
- I. No Partnership. Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third party to create the relationship of principal and agent, partnership or joint venture, employer-employee or to create any association between Section VI Athletics except as described herein. Neither Party shall have the power to obligate or bind the other Party in any manner whatsoever.
- J. No Third Party Beneficiary. Nothing contained in this Agreement, whether express or implied, is intended to confer any right or remedy upon any person or entity other than the Parties to this Agreement and their permitted successors and assigns; nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third person or any Party to this Agreement; and no provision shall give any third party any right to subrogation or action over or against any Party to this Agreement.
- K. Assignment. Neither Party may assign or transfer this Agreement, in whole or in part, or any rights, responsibilities, obligations, or licenses hereunder, without the prior, written consent of the other Party; provided, however, certain rights may be assigned and sublicensed as expressly set forth herein.
- L. Waiver. A waiver or indulgence of any breach of any term, condition, covenant or warranty contained in this Agreement shall not be deemed or construed as a waiver of other provisions, affect the validity of the remainder of this Agreement or constitute a waiver of any preceding or succeeding breach of the same or any other provision hereof.
- M. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive, but shall, wherever possible, be cumulative with all other remedies at law or in equity.
- N. Compliance with Laws. Each Party will comply with any and all applicable local, city, county, state and federal laws, regulations and orders now in effect or which may hereafter be enacted pertaining to or affecting the subject matter of this Agreement.
- O. Corporate Authority. The Parties to this Agreement represent that the signatories herein below are fully authorized and empowered by valid corporate resolution to execute this Agreement and bind the Parties on whose behalf they sign same.

- P. No Publicity. Except as provided for herein, each Party agrees that it will not, without the prior written consent of the other Party in each instance: (a) use in advertising, publicity or otherwise the other Party's domain name, any trademark, trade name, symbol or any abbreviation or contraction thereof owned by or referring to the other Party; (b) represent, directly or indirectly, that any product or service offered by each Party has been approved by or endorsed by the other Party; or (c) issue a press release or make any public statement in connection with this Agreement.
- Q. Governing Law. This Agreement will be governed by and interpreted in accordance with the laws of the State of New York. The Parties hereby agree to the exclusive jurisdiction and venue of the courts of the State of New York.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date indicated above.

**NFHS Network**

DATED: \_\_\_\_\_ By: \_\_\_\_\_

Name: Mark Koski

Title: CEO

**Section VI Athletics**

DATED: \_\_\_\_\_ By: \_\_\_\_\_

Name: Timm Slade

Title: Executive Director

## EXHIBIT A: EVENTS

Selection of Selected Events by Network shall follow the below requirements. For the sake of clarity, Section VI-member schools that are participating in the School Broadcast Program are exempt from all requirements below, with the exception of item (1).

1. Network will have the exclusive right to choose Selected Events from all Events with the exception of football, on a first priority basis, for Online Distribution. Section VI Athletics may not grant any rights with respect to Online Distribution of Events to any other party unless Network affirmatively notifies Section VI Athletics that it has declined to select a particular Event as a Selected Event.
2. Events not selected by Network under paragraph 1 above may then be licensed by Section VI Athletics to outside distribution outlets ("Third Party Broadcaster"). Notwithstanding the foregoing, Section VI-member schools that are using the School Broadcasting Program will have the right to select Events not selected by Network for Online Distribution, before the Event can be licensed to a Third-Party Broadcaster, so long as the school is a participant in the Event.
3. Network shall notify Section VI Athletics of its Event selections by October 15 for fall and winter sports and January 31 for spring sports. Network may later add additional Events still available after their priority selection period as Selected Events if the events are not selected by another entity.

**EXHIBIT B: Section VI Athletics Marks**

[To be inserted by Section VI Athletics]

# APPENDIX B



## New York State Public High School Athletic Association Central Committee Meeting – July 24-25, 2018

### FOOTBALL – MODIFICATION TO THE PARTICIPATION STANDARD

Action Item  
 Discussion/ Information Item

**Presenter:**

Gary Vanderzee, NYSPHSAA Football Coordinator

**Proposal:**

The NYSPHSAA Football Committee is seeking approval for a football player to be allowed to participate in both the junior varsity and varsity contests within the same week. The stipulation is that during one of the contests, the athlete would have a ten (10) play limit. During the other contest, the athlete would be free of any restriction on plays.

**Effective Start Date:**

2018-19 season

**Rationale:**

In many areas, schools are facing declining roster sizes in their football programs due to decreasing enrollments and safety concerns surrounding the game of football. This has led to postponements and/or forfeits at either level. This proposal could possibly eliminate those concerns while at the same time protect our athletes. If a team has only 16-20 players dressed for a game, it is likely that some of those players never come off the field. This proposal could increase the roster size at any given game allowing players to receive a much needed rest during the contest providing a safer environment for all.

**Proposal Originated:**

NYSPHSAA Football Committee March 2018.

**Budgetary Impact:**

None.

**Notes:**

Both junior varsity and varsity teams are normally required to submit rosters. The varsity roster could include junior varsity players that may or may not be dressed for the varsity game. These players could be denoted on the roster with an asterisk for those watching and/or tracking. The same could be done for the junior varsity roster if they were allowing varsity players to participate at the junior varsity level. The NYSPHSAA Football Committee unanimously supports this proposal.

**Attachments:**

None.



New York State Public High School Athletic Association  
Central Committee Meeting – July 24-25, 2018

**BEST PRACTICES FOR ATHLETIC TRAINING SERVICES**

Action Item  
 Discussion/ Information Item

**Presenter:**

Todd Nelson, Assistant Director

**Proposal:**

To add the following language to the NYSPHSAA recommendations in the NYSPHSAA Handbook.

*“NYSPHSAA recommends and supports the ‘Best Practice’ that every member High School has a Certified Athletic Trainer providing full-time coverage to the athletic program.”*

**Effective Start Date:**

Fall 2018.

**Rationale:**

The NYSPHSAA Strategic Plan contained a goal of increasing athletic training services to all member schools. The NYSPHSAA Safety Committee formed a sub-committee to look at three areas, (1) benefits of athletic training services, (2) obstacles of providing athletic training services, and (3) ways to provide athletic training services. We all share the goal to minimize risk to student athletes participating in our athletic programs and Certified Athletic Trainers are imperative to meeting this goal.

**Proposal Originated:**

NYSPHSAA Safety Committee.

**Budget Impact:**

None directly to NYSPHSAA but a school district will have a budgetary impact in trying to meet this recommendation.

**Notes:**

The attached document would be linked to this recommendation in the handbook.

**Attachments:**

Supporting document for this recommendation.

New York State Public High School Athletic Association  
Central Committee Meeting – July 24-25, 2018

WRESTLING – EXTENTION OF THE APPEAL TIMELINE

Action Item  
 Discussion/ Information Item

**Presenter:**  
Marty Sherman, NYSPHSAA Wrestling Chairmen

**Proposal:**  
When a school is closed due to a weather emergency on the 3<sup>rd</sup> day of the appeal timeline the wrestler will be given one extra day to appeal their original weight assessment.

**Effective Start Date:**  
2018-19 Season

**Rationale:**  
Currently the 3-day appeal timeline is strictly enforced and does not allow any deviation for school closing due to weather emergencies.

**Proposal Originated:**  
NYSPHSAA Wrestling Committee.

**Budgetary Impact:**  
None.

**Notes:**  
The Wrestling Advisory Committee is in full support of this proposal. The Safety Committee will discuss at their Fall meeting.

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New York State Public High School Athletic Association  
Central Committee Meeting – July 24-25, 2018

WRESTLING - SCHEDULING OF NEW MATCHES AFTER WEEK #28

   Action Item  
√ Discussion/ Information Item

**Presenter:**

Marty Sherman, NYSPHSAA Wrestling Chairmen

**Proposal:**

No new matches may be scheduled after week #28 unless they are a make-up for a cancelled match.

**Effective Start Date:**

2018-19 Season

**Rationale:**

Schools were scheduling matches at the end of the year to get wrestlers weigh-ins but not actually wrestling. This does not follow the spirit of the 50% rule.

**Proposal Originated:**

NYSPHSAA Wrestling Committee

**Budgetary Impact:**

None.

**Notes:**

A majority of the Committee voted in favor of this proposal.

**Attachments:**

None.



New York State Public High School Athletic Association  
Central Committee Meeting – July 24-25, 2018

WRESTLING – POUND ALLOWANCE FOR SECTIONAL  
TOURNAMENTS DUE TO SCHOOL CLOSINGS

   Action Item  
√ Discussion/ Information Item

**Presenter:**  
Marty Sherman, NYSPHSAA Wrestling Chairmen

**Proposal:**  
To allow a pound allowance for all wrestlers competing in a Sectional tournament when schools are closed due to a weather emergency.

**Effective Start Date:**  
2018-19 Season.

**Rationale:**  
We currently use this procedure throughout the entire regular season and the Wrestling Committee feels that we should continue with the procedure for Sectional tournaments.

**Proposal Originated:**  
NYSPHSAA Wrestling Committee.

**Budgetary Impact:**  
None.

**Notes:**  
The Wrestling Advisory Committee fully supports this recommendation.

**Attachments:**  
None.

New York State Public High School Athletic Association  
Central Committee Meeting – July 24-25, 2018

CLASSIFICATION READJUSTMENT/EQUITY

5

Action Item  
 Discussion/ Information Item

**Presenter:**

Matt Walentuk, Section VII Executive Director

**Proposal:**

Consider the ability to have the NYSPHSAA office readjust BEDS numbers of schools based on a recommendation from a Section Executive Director that fit into the following categories:

- 1.) When a school is closing or splitting into multiple schools due to NYSED receivership or similar status.
- 2.) When a school closes and a large influx of students enroll in a nearby school(s).
- 3.) When a school experiences a significant decrease in enrollment due to loss of industry or other unique circumstance.

**Effective Start Date:**

Summer 2019

**Rationale:**

To allow for statewide equity to attempt to have as many schools participating in their appropriate classification. With the change in when BEDS classifications projecting two years out, this allows a way for schools to play in their appropriate classification.

**Proposal Originated:**

Several times schools have competed in and/or won NYSPHSAA championships in classifications that did not match their current class size. Section VII expressed concern at the May 4, 2018 Executive Committee meeting.

**Budget Impact:**

None

**Notes:**

The current BEDS formula projects two years out uses the sum of grades 9, 10 and the average of 9/10. NYSPHSAA will have the ability to gather current information from the schools that may be in this unique situation and place them in the appropriate classifications.

**Attachments:**

None.



**COMBINATION TEAM/INDIVIDUAL SPORTS:** Currently applies to: Cross Country, Skiing, Bowling, Wrestling (Oct. 2016), Girls Golf (Oct. 2016) and Rifle.

Number of Varsity Programs	Number of Allowable Championship Classes or Divisions
24 -200	1
201 - 425	2
426 - 500	3
501 - above	4

**Proposal Originated:**

Section V and it has also been discussed by state level sport committees.

**Budgetary Impact:**

Cost associated with increasing some state championships by one class (officials, awards, etc.)

**Notes:**

This was a discussion item on the March 27<sup>th</sup>, 2018 Football Committee Meeting Report

**Attachments:**

None.

New York State Public High School Athletic Association  
Central Committee Meeting – July 24-25, 2018

SED AGE AND DURATION OF COMPETITION – UNIFIED SPORTS

Action Item  
 Discussion/ Information Item

**Presenter:**  
Todd Nelson, Assistant Director

**Proposal:**  
Consideration to support revised age requirement within NYSED Regulations for Unified Sports.

**Effective Start Date:**  
2018-2019 school year

**Rationale:**  
With the expansion, popularity and benefits of Unified Sports many of our schools have raised a concern that students that have participated in the Unified Sports program are no longer eligible to participate due to the SED Age and Duration of Competition rule. The Unified Sports Committee formed a sub-committee to make a proposal to grant a waiver of the Age and Duration of Competition rule. Please see the particulars below.

**Proposal Originated:**  
Unified Sports Committee

**Budgetary Impact:**  
None.

**Notes:**  
The recommendation would follow the following parameters to grant a waiver:

1. Identification of the student with a classification as alternately assessed students.
2. The data that would be collected for the review panel. APP fitness test would be given and the scores would be compared to the fitness levels in the Mixed Competition regulations.
3. Review panel. School Medical Director, Athletic Director, Special Education Director, Physical Education Teacher, and a Unified Sport Coach.
4. Approval by the Review Panel.

**Attachments:**  
Identification requirements for students to receive the waiver.

## STUDENT IDENTIFICATION FOR AGE AND DURATION OF COMPETITION WAIVER

We are seeking a medical waiver for the age / duration of competition rule for a very specific student population that participates in Unified sports through the NYSPHAA.

These students are classified with an intellectual disability---a cognitive deficit that requires them to have more time to complete their education. This population is classified as **alternately assessed students**. These students do not qualify for a regents diploma, local diploma, or GED.

Under the New York State Commissioner's Part 200 Regulations, students with these disabilities may remain in high school until age 21, as they often require more time in order to gain a meaningful exit credential (Career Development and Occupational Studies Commencement Credential (CDOS) or Skills and Achievement Commencement Credential (SACC)).

The New York State Education Department has always recognized this population of students as requiring different supports and has put into place a variety of safety nets in order for them to successfully to complete their education.

We would urge that same recognition be given in the area of those students participating in Unified sports. The age and duration of their ability to play should be in line with their overall development and the overall timeline NYSED has already allowed them to complete their education.

We are not globally seeking this waiver for all students with disabilities, but only for those students with a classification of **alternately assessed students**, that have been deemed eligible to play in Unified sports.

New York State Public High School Athletic Association  
Central Committee Meeting – July 24-25, 2018

FEDERATION BOYS TENNIS CHAMPIONSHIPS

     Action Item  
√ Discussion/ Information Item

**Presenter:**

Selina DeCicco, NYSPHSAA Boys Tennis State Coordinator

**Proposal:**

Consideration to revise the format of the NYSPHSAA/ NYS Federation Boys Tennis Championships.

**Effective Start Date:**

Spring 2019.

**Rationale:**

The rationale for this proposal is to offer an equitable, healthy and safe NYSPHSAA Boys Tennis Federation State Championship for all participating associations to include NYSPHSAA, PSAL, NYSAISAA, and CHSAA.

This opportunity would allow for all four association champions in both singles and doubles to commit to compete in an organized championship event that which is not scheduled concurrently with any of the named associations' championships.

It is suggested that the Boys Tennis Federation Championship be scheduled for week #49 of the scholastic calendar, as the NYSPHSAA Boys Tennis State Championship and other association championships are scheduled on or before week #48. This schedule adheres to the USTA Regulations for tournament participation of sanctioned events and would also allow all competitors appropriate rest periods between championship events.

This proposal must provide each of the four associations the opportunity to appoint an association coordinator to participate in tournament responsibilities, such as to complete a tournament draw or round robin format based on the number of participating associations to give all competitors equal contests, to structure the rules and guidelines of competition not limited to scoring, coaching, officiating, etc., keep and report results, secure a venue, athletic trainers, provide first aid/AED and awareness of emergency procedures for the benefit of all in attendance.

**Proposal Originated:**

This proposal originated from the 2017 NYSPHSAA Boys Tennis Committee and the 2018 Boys Tennis Committees after many concerns were raised of the current format and schedule.

**Budgetary Impact:**

The budgetary impact of this proposal would include additional travel and food expenses to those athletes and coaches traveling to the Federation Championship on the scheduled day of competition. In past Federation Championships, the budgetary impact of tennis balls, court time, awards, officials and athletic trainers are consistent per hour and would not impose additional costs than what is currently projected. The Federation Championship does not impose a lodging expense to competitors traveling great distances, as competition can be completed in one day with indoor courts available in case of inclement weather.

**Notes:**

The NYSPHSAA Boys Tennis Committee unanimously agreed to the rationale of this proposal on 5/30/18, as well as 5/18/18 email to Robert Zayas which indicate the concerns of the NYSPHSAA Boys Tennis Committee in regards to the Federation Championship for Boys Tennis.

**Attachments:**

None.



New York State Public High School Athletic Association  
Central Committee Meeting – July 24-25, 2018

WHEELCHAIR TRACK AND FIELD ATHLETES

Action Item  
 Discussion/ Information Item

**Presenter:**

Todd Nelson, NYSPHSAA Assistant Director

**Proposal:**

To have a standard scoring procedure for all wheelchair athletes participating in NYSPHSAA regular season and post season outdoor Track & Field competitions.

**Effective Start Date:**

Spring 2019.

**Rationale:**

Over the past two seasons we have had two wheelchair track and field athletes participate in track and field at the modified level. Now that they are entering the HS level of competition we need to establish a uniformed and consistent procedure for scoring and competing during the regular season and post season.

**Proposal Originated:**

NYSPHSAA member schools and Sections.

**Budget Impact:**

None.

**Notes:**

We formed a committee to develop the proposal. The committee consisted of the Boys and Girls track and Field State Coordinators, the NYSPHSAA office staff, the athletic directors and coaches from the two schools and the families of the two athletes. The NYSPHSAA office staff surveyed all the state associations to inquire on any current procedures and practices utilized within their state. PA has had a procedure in place that has worked well for them for over 10 years. The committee had a lengthy discussion on all the possible options and agreed to model this proposal after the PIAA procedure. The committee feels that this will be fair to all students and teams competing in the sport of Track and Field.

The NYSPHSAA Officers approved this proposal as a one-year pilot for the 2018 Outdoor Track & Field season.

This proposal was discussed at the May 4, 2018 Executive Committee and requested to be a discussion item at the Central Committee meeting to afford the Track & Field Committees to provide input at their Fall meetings.

**Attachments:**

Proposed procedure.

## Proposed NYSPHSAA Procedure for Wheelchair Track and Field Athletes

1. Special Accommodations: Schools would be required to apply for a Special Accommodation for each student competing in a wheelchair. The request would have to include all necessary medical documentation which requires the accommodation. NYSPHSAA approval is required for the student to participate using a wheelchair. Accommodations will include the following:
  - a. If only one wheelchair athlete in the race, then they will race with the able-bodied athletes. If two or more-wheel chair athletes, then they will race at the same time in a separate heat from the able-bodied athletes. All wheelchair athletes must wear a helmet.
  - b. In all laned events the wheelchair athlete will be given two lanes to compete in. In non-laned races the wheelchair athlete will start on the outside lane or behind the able body athletes and not be able to cut into lane 1 until the first 100 meters has passed.
  - c. In field events the wheelchair athlete will be able to use a throwing chair set up by an adult to compete in shot put and discus.
  
2. Scoring: Wheelchair athletes will either race against a clock or another Wheelchair athlete. Wheelchair Athletes and able body athletes will not compete against each other for points or place finishes.
  - a. If only one wheelchair athlete is competing in the race, then they will be racing against the clock and if they meet or exceed the standard then they will receive 1 point for their team. If in post season they will receive the 1 point plus qualify for the next level of competition.
  - b. If two wheelchair athletes competing against each other the first-place athlete will receive 2 points and the second place athlete will receive 1 point. If there are three wheelchair athletes, the first place finisher will receive 5 points and the second place finisher will receive 3 points and the third place finisher will receive 1 point. In the post season the top finisher will advance to the next level of competition.
  
3. Standards: The following standards will be used to determine qualifying and earning points for the athlete's teams. The standards will be derived from the standards and results of the Adaptive Track and Field USA Database which has over 25 years of data.

Event	Gender	Standard
100M	Female	40.0
100M	Male	29.0
400M	Female	2:09.0

400M	Male	1:40.0
800M	Female	4:00.0
800M	Male	3:19.0
1500M	Female	6:00.0
1500M	Male	4:46.0
1600M	Female	7:00.0
1600M	Male	6:00.0
Shot	Female	7 feet
Shot	Male	9 feet
Discus	Female	22 feet
Discus	Male	23 feet

# APPENDIX C

## Section VI Combined Sports / Charter School Committee

Fall of 2018 Report and Recommendation(s)

# Process

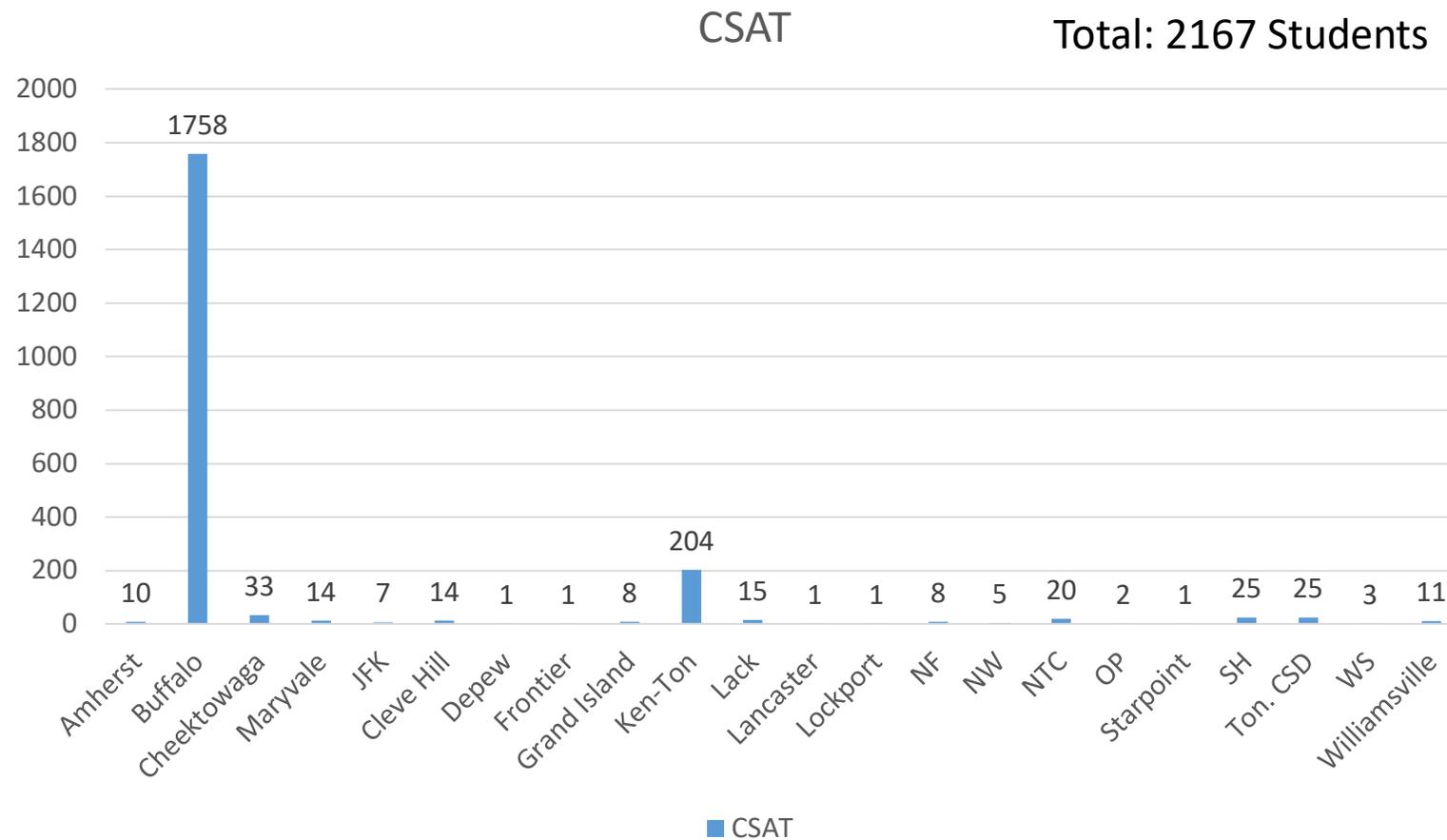
- The Combined Sports Committee was re-designed to include Charter Schools and charged with reviewing any of the Combined / Charter Teams that may appear to be dominating within their sport moving forward.
- There are six (6) Charter Schools competing within Section VI:
  - Charter School for Applied Technologies (CSAT)
  - Health Sciences Charter School
  - Global Concepts Charter School
  - Buffalo Academy of Science Charter School
  - WNY Maritime
  - Tapestry
- All Charters have an open enrollment policy, drawing from all zip codes and school districts. Thus all Charter Schools have an enrollment threshold equivalent to a AA Classification.

# Process

- In an effort to gather data from our member districts about Charter School Enrollment, in June of 2018, a request was made to each Athletic Director about their district's student enrollment in Charter Schools;
  - Only Six (6) Districts responded:
    - Lancaster with Six (6) Students to: CSAT (1); Elmwood Village (1); South Buffalo (1); WNY Maritime (3)
    - Ellicottville with One (1) Student to: Buffalo Academy of Science
    - Cleveland Hill with Twenty – Two (22) Students to: CSAT (14); Tapestry (3); WNY Maritime (5)
    - Lakeshore with Three (3) Students to: Elmwood Village (1); WNY Maritime (1); Global Concepts (1)
    - Depew with Four (4) Students to: CSAT (1); Global Concepts (3)
    - Buffalo with Three-Thousand Four Hundred and Five (3,405) Students attending Charter Schools

# Process

- CSAT shared the following information for K-12:



# Process

- It is important to point out that the NYSPHAA Section VI Athletic Council has also supported the utilization of the following factors when making decisions on combined teams and determining the level of “Dominance” and will use these same factors for Charter Schools moving forward:
  - Won a sectional championship;
  - High placement at sectionals;
  - Requests or approval by schools/leagues/sport chair;
  - Transfers;
  - Teams’ appropriate level of competitiveness;
  - Returning players;
  - Schedule; and
  - Program history.

# Process

- The only Charter School team that was requested to be reviewed from the winter of the 2017 season was **Boys' Basketball for Health Sciences Charter School**, per a request from the Boys' Basketball Chairperson and his committee.
- All other Charter School teams were supported at their current classifications for the 2018-2019 school year at this time.

# Recommendation

- Understanding the rationale and history to the evolution of the Section VI Combining Teams and Charter Schools for Athletic Participation and the data from the past three years for the Health Sciences Charter School Boys' Basketball Team, it is the recommendation for the Health Sciences Charter School Boys' Basketball team to be placed at the A Classification for the winter of 2018.
- This recommendation is due to the factors of established and continued dominance with this Charter School team:
  - Health Sciences Charter School came into existence in 2010;
  - Began competing as a varsity basketball team in the 2012-13 season, with freshman-juniors;
  - Added their first senior class in the 2013-14 season;
  - Two years later, they were in a Sectional Final, and the following two years made it to the State semi-finals.

# Recommendation

- This recommendation is due to the factors of established and continued dominance with this Charter School team (Continued)
  - In 2015-2016: They had an 18-4 record, lost in Section 6 Class B2 final to Fredonia;
  - In 2016-2017: They had a 21-5 record, won Section 6 Class B Title, won Regional game vs. Section V, lost in State Class B semi-final in Binghamton;
  - In 2017-2018: They had a 21-5 record, won 2nd straight Section 6 Class B Title, won Regional game vs. Section V, lost in State Class B semi-final in Binghamton.
  - Overall record for the past 3 seasons: 60 wins and 14 losses.
- Health Sciences plays as an Independent School and creates their own schedule;
  - During the 2016-2017 season, they played 12 B schools, 11 C schools and 3 AA schools. They won 10 of those games by more than 30 points, (1 game they won 122-31, another 103-35).

# Recommendation

- This recommendation is due to the factors of established and continued dominance with this Charter School team (Continued)
  - This past season, they lost only 4 seniors and return a roster that had 13 underclassmen listed on their final Sectional roster on the Sectional website.
  - They return their starting shooting guard that led the team in scoring in their State semi-final game with 23 points.
- In conclusion, Health Sciences Charter School, has the right to appeal this decision to the NYSPHAA Section VI Executive Athletic Council and then to the New York State Public High School Athletic Association.