

MICHIGAN HIGH SCHOOL ATHLETIC ASSOCIATION, INC.
A CONTRACT WITH AN ATHLETIC OFFICIAL — FORM 6-C (pg. 1)

It is hereby agreed between _____ School, party of the first part (1) "host school," and
_____ of _____, party of the second part (2) "official," an independent contractor, who is registered to officiate
_____ Official Name _____ Official's Home City
in accordance with MHSAA Regulations, that the party of the second part shall officiate a ____ Boys ____ Girls ____ Varsity ____ JV ____ 9th ____ 8th ____ 7th
_____ Select Gender _____ Select Level
_____ contest at _____ vs. _____ on _____ the ____ day of _____,
_____ Sport _____ Host Team/Facility _____ Visiting Team _____ Day _____ Date _____ Month _____
20 ____ at _____ as a/an ____.
Year Game Time e.g., referee, umpire, official, etc.

The party of the first part agrees to pay to the party of the second part:

A game fee of \$ _____ and travel expenses (if applicable) of \$ _____ per mile for a maximum of _____ round-trip miles.

There will be a total of _____ MHSAA Registered Officials assigned to this contest.

Contracts accepted through electronic means by a third-party service (ArbiterSports for example) shall be binding when the electronic contest details include specific dates, times, financial provisions and the specific sport and level of competition to be officiated, as well as language in the section "Contract Terms."

Contract Terms

Schools' use of Registered Assigners

Schools may utilize the services of a third-party, non-school assigner to facilitate contracts with contest officials on the host school's behalf for high school and junior high/middle school contests. Assigners with the authority to facilitate contracts between schools and contest officials may not withdraw assignments, reassign officials or cancel a contract with an official, except at the express direction of the host school.

Delays by a Visiting School

When a league/conference does not have a written policy regarding late contest start times due to a delay of arrival by a visiting school, the following MHSAA policy shall apply to a school's contract with an official:

1. If a team fails to arrive for a regular-season contest at the time stated on the contract, it shall be necessary for the host administration to delay the contest, declare the game forfeited, reschedule the contest or declare a "no contest."
2. If the host management has been notified of the reason for the delay and projected arrival, the official must stand by for 60 minutes beyond the scheduled start time. When the team arrives, a reasonable amount of time must be provided for the visiting team to conduct a pregame warm-up. The official(s), after consultation with the head coaches and site administrator, shall be the sole judge as to the necessary amount of time provided for the visiting team to warm up. In any case, warm-up shall not be less than 15 minutes.
3. If the host management has not been notified that there is a delay and the reason for it, the officials have permission to leave the site, without obligation, 30 minutes after the contracted start time has passed.

NOTE: Officials who leave under this policy shall be compensated according to the Non-Act of God Policy.

Cancelled Contests

ACT OF GOD POLICY – School contest contracts affected by acts of God, unplayable playing surface conditions or safety or security concerns shall be maintained according to this schedule:

1. If an official is contacted by a school representative or assigner prior to arriving onsite and informed that the school contest has been cancelled due to an Act of God, the official is not entitled to any portion of the contracted fees.
2. If the school contest is cancelled after the official has arrived onsite, the official is entitled to one-half of the value of the contract or a pre-negotiated travel allowance - whichever is greater.
3. If a school contest is suspended or cancelled after it has begun, or if an official arrives onsite and the contest is cancelled after it has been postponed more than one-and one-half hours from the original start time, the official is entitled to full payment of the contracted fees.

NOTE: In the event that a contest is cancelled when multiple contests are scheduled for the same day, the official is entitled to only the portion of fees in the contract for the contest(s) that were started.

NOTE: Acts of God shall not include low participation numbers due to player injuries, student disciplinary actions or other non-natural events (e.g., band concerts, school plays, class trips) that prevent participants' attendance at the scheduled contest(s).

NON-ACT OF GOD POLICY – When contests are cancelled for reasons other than Acts of God (or unplayable playing surface conditions or safety or security crises) within five (5) days of the contest date, the official is entitled to full payment of the contracted fee. If the contest is outside of five (5) days of the contest date, there shall be no financial obligation on the part of either party.

NOTE: In order to be compensated under this provision, the official (1) may not accept another contest (MHSAA or otherwise) on the same date of the cancellation, or (2) refuse to accept a comparable MHSAA assignment for the same date and time, for same or greater compensation and within the approximate same distance radius from the official's home address.

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Suspended Contests

Contests that are suspended and must be resumed on another date are treated as separate contests as they pertain to the official's obligations. Agreements to determine what compensation is appropriate for the resumed portion of the contest may be determined at the local level when agreed upon by schools, assigners and/or officials. Under no circumstance is an official from the original contest obligated to officiate the remainder of the original contest on a later date.

Officials Working Shorthanded

Officials who work with an incomplete crew from the number that was assigned are entitled to the fee, or an equal portion of the fee, for which the absent official(s) is/are contracted.

Double Bookings and Failure to Fulfill

Officials may not agree to officiate more than one contest on any day with different host schools except when all school contest contracts after the first include written notification that the official is contracted for an earlier contest which may cause late arrival and subsequent delay of that contest. Professionalism dictates that the attention and consideration given each contract shall be absolutely equal and that no student-athlete or contracting school shall be jeopardized because an official may be obligated to another contest on the same day. The practice of "double-booking" is unbecoming of an official and will subject the official to school and league sanctions and loss of state association "registered" status.

Officials will adhere to the following MHSAA policy which addresses failure to fulfill obligations for all contests:

1. In the event an emergency causes an official to be unable to fulfill a school contest contract, he/she should contact the athletic director or principal to advise him/her of the problem, or the assigner if the school utilizes a third-party Registered Assigner to contract officials. The official should never expect or allow another person to make the contact for him/her. The official shall not send a substitute unless he/she has prior permission from the host school (or assigner).
2. In the event that a contracted official fails to arrive for a scheduled contest, those officials who are present may 1) officiate the contest with fewer than the usual number of officials; 2) replace the absent official with another registered official to fill in; or 3) cooperate with the teams involved to postpone the contest.
NOTE: It is never an option to accept or use the services of an unregistered official.
3. Violations which occur within five (5) days of the contest date and do not include (a) family emergency, (b) personal injury or emergency medical condition, or (c) unexpected employment obligations can expect action by the MHSAA which may include censure or probation, suspension or dismissal of registered status. In addition, an official who fails to honor a properly executed school contest contract may be required to pay the school the amount the school is required to pay the shorthanded officials due to the official's failure to fulfill.

NOTE: If a school replaces an official with another when the originally contracted official withdraws from the contract in advance or fails to arrive for a scheduled contest, there shall be no further financial obligation on either the school or the originally contracted official, though it may still be reported as a failure to fulfill on the part of the official.

Addendums or Modifications

Additional provisions must be submitted to the official in writing directly from the school or via the school's registered assigner outside of five (5) days from the date of competition, or such additions will constitute cancellation of the official's assignment for a non-Act of God if the official does not accept the proposed contract modifications.

When an official arrives onsite and the schools have agreed to change the scheduled contest to a scrimmage, the official shall officiate the scrimmage and will be compensated the same contracted fees for the originally scheduled contest.

Corrections of Errors

At any time upon identification, patent errors regarding game fees or misassignment of an official shall be corrected without breach or penalty as long as the error was made in good faith by the school and/or the assigner on the school's behalf. This provision shall not apply to the change in date or time of contests, nor any other changes identified in the Addendums or Modifications section of this contract.

This contract may be canceled or altered only by mutual agreement of the contracting parties, as provided by the Michigan High School Athletic Association, Inc.

Host School Representative

Signature

Date

Official

Signature

Date

NOTE: The party of the first part (1) will designate last date upon which party of the second part (2) may complete this contract.

This contract is not valid if returned after _____, 20__