



4. On information and belief, the PIAA has over 13,200 registered sports officials<sup>1</sup> which it misclassifies as independent contractors and fails to pay for meetings, training sessions, travel, pre and post game work, uniforms and uniform care, etc. These individuals make up the proposed class.

5. In certain weeks, the PIAA does not pay the Class Members anything at all, but requires attendance at PIAA events. This is a clear violation of the FLSA and PMWA's minimum wage requirements.

6. In other weeks, the PIAA requires the Class Members to perform work outside the sporting events for which the sports officials are paid. The amount of time spent performing these additional duties reduces the workers hourly rate to that which is below the minimum wage requirements of the FLSA and PMWA.

7. Finally, the PIAA does not pay overtime whatsoever to Class Members who work more than 40 hours in any week as required by the FLSA and PMWA.

8. Plaintiffs and their similarly situated co-workers seek to recover the unpaid minimum wages, overtime, attorney fees, and costs.

## **II. JURISDICTION AND VENUE**

9. This Court has original subject matter jurisdiction pursuant to 28 U.S.C. § 1331 because this action involves a federal question under the FLSA. 29 U.S.C. § 216(b).

10. The Court has federal jurisdiction over this action pursuant to the jurisdictional provisions of the Class Action Fairness Act, 28 U.S.C. § 1332(d). The Court also has supplemental jurisdiction over any state law sub-class pursuant to 28 U.S.C. § 1367.

11. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claim occurred in this District and Division.

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<sup>1</sup>See <https://www.piaa.org/about/philosophy.aspx>

12. Plaintiffs worked for Defendant in this District and Division and Defendant conducts substantial business operations in this District and Division.

### **III. THE PARTIES**

13. Ruslavage is an adult individual who is a resident of Canonsburg, Pennsylvania, which is located within Washington County.

14. Ruslavage worked for Defendant from approximately September 2004 until the present.

15. Ruslavage worked for Defendant as a sports official in the Western District of Pennsylvania, Pittsburgh Division.

16. Ruslavage's written consent to this action is on file with the Court as Exhibit C.

17. Throughout Ruslavage's employment with Defendant, Ruslavage was paid on a per game basis, with no pay for additional work duties or overtime.

18. Ruslavage was not paid at least minimum wage for all hours worked.

19. Ruslavage is an adult individual who is a resident of Cannonsberg, Pennsylvania, which is located within Washington County.

20. Seneca worked for Defendant from approximately March 2000 until the present.

21. Seneca worked for Defendant as a sports official in the Western District of Pennsylvania, Pittsburgh Division.

22. Seneca's written consent to this action is on file with the Court as Exhibit D.

23. Throughout Seneca's employment with Defendant, Seneca was paid on a per game basis, with no pay for additional work duties or overtime.

24. Seneca was not paid at least minimum wage for all hours worked.

25. Seneca is an adult individual who is a resident of Wexford, Pennsylvania, which is located within Allegheny County.

26. Plaintiffs bring this action on behalf of themselves and all other similarly situated sports officials who were classified as independent contractors and paid through Defendant's per-game system for minimum wage and overtime violations under the FLSA and PMWA.

27. The class of similarly situated employees or putative class members sought to be certified is defined as follows:

**ALL CURRENT AND FORMER SPORTS OFFICIALS OF THE PENNSYLVANIA INTERSCHOLASTIC ATHLETIC ASSOCIATION, INC. WHO WERE CLASSIFIED AS INDEPENDENT CONTRACTORS AND PAID ON A PER GAME BASIS DURING THE LAST THREE (3) YEARS. ("Class Members")**

28. Plaintiffs also seek class certification of such a class under FED. R. CIV. P. 23 under the PMWA.

29. Defendant **the Pennsylvania Interscholastic Athletic Association, Inc.**, is a Pennsylvania organization doing business throughout Pennsylvania and can be served through its officers and directors, including **Robert Lombardi**, at: **212 North 3<sup>rd</sup> St., Harrisburg, PA.**

#### **IV. COVERAGE UNDER THE FLSA**

30. At all times hereinafter mentioned, Defendant has been an employer within the meaning of the Section 3(d) of the FLSA, 29 U.S.C. § 203(d).

31. At all times hereinafter mentioned, Defendant has been part of an enterprise within the meaning of Section 3(r) of the FLSA, 29 U.S.C. § 203(r).

32. At all times hereinafter mentioned, Defendant has been part of an enterprise engaged in commerce or in the production of goods for commerce within the meaning of Section 3(s)(1) of the FLSA, 29 U.S.C. § 203(s)(1), in that said enterprise has and has had employees engaged in commerce or in the production of goods for commerce, or employees handling, selling, or otherwise working on goods or materials – such as tools, cell phones, and personal protective equipment - that have been moved in or produced for commerce by any person and in that Defendant has had and

have an annual gross volume of sales made or business done of not less than \$1,000,000 (exclusive of excise taxes at the retail level which are separately stated).

33. At all times hereinafter mentioned, Plaintiffs and the Class Members were engaged in commerce or in the production of goods for commerce.

34. As will be shown through this litigation, Defendant treated Plaintiffs (and indeed all of its workers that it classified as independent contractors and paid a game rate to without minimum wage or overtime compensation) as employees and uniformly dictated the pay practices of Plaintiffs and its other workers including its so-called “independent contractors”.

35. Defendant’s misclassification of Plaintiffs as an independent contractor does not alter the status as employees for purposes of the FLSA or the PMWA.

## **V. FACTS**

36. “PIAA was formed in Pittsburgh, on December 29, 1913, by a group of high school Principals who desired to eliminate abuses, establish uniform rules, and place interscholastic athletics in the overall context of secondary education.” *See* <http://www.piaa.org/about/philosophy.aspx>

37. “PIAA was given the privilege of serving its member schools and registered officials by establishing policies and adopting Contest rules that:

- emphasize the educational values of interscholastic athletics,
- promote safe and sportsmanlike competition, and
- provide uniform standards for all interscholastic levels of competition.

As a result of the cooperative efforts of its membership, PIAA has assisted middle school, junior high school, intermediate school, and senior high school students in participating in interscholastic athletic programs...” *See* <http://www.piaa.org/about/introduction.aspx>

38. The “purpose and function of PIAA is to develop and enforce rules, which are authorized or adopted by the member schools, regulating interscholastic athletic competition.” See <http://www.piaa.org/about/philosophy.aspx> .

39. The PIAA establishes and enforces “rules governing the eligibility of high school athletes to participate in interscholastic athletics. These include rules for transfer students, physical examinations, age, amateur status, attendance, parental consent, pre-participation (semesters and seasons), and academic performance.” Id.

40. The PIAA covers most sports, including basketball, bowling, competitive spirit, gymnastics, indoor track and field, rifle, swimming and diving, wrestling, baseball, lacrosse, softball, tennis, track and field, volleyball, cross country, field hockey, football, golf, soccer, and water polo.

41. To perform the services and achieve the goals of uniform performance of athletics, the PIAA employs sports officials.

42. The sports officials – or Class Members – are trained, worked, and paid at the direction of PIAA.

43. In fact, every aspect of the Class Members’ jobs are controlled and determined by PIAA, down to their uniforms worn and locations they stand of the field during sporting events. See generally Exhibit E.

44. Class members are required by PIAA to: (1) apply using PIAA’s application mechanism including mandatory tests selected and administered by PIAA; (2) be accepted as an official by the Executive Director, who has the power to reject any application; (3) affiliate with a PIAA chapter within 15 days of acceptance as an official; (4) attend the PIAA Convention once every five years if an official wishes to be eligible for post-season officiating opportunities; (5) adhere to PIAA’s specific uniform requirements; (6) accept PIAA’s established scheme for payment during the regular season; (7) submit reports within twenty-four hours of disqualifying a coach or player; (8) cooperate with

PIAA's executive staff and/or district committees concerning officials' conduct; (9) accept the dictated game schedule determined within the confines set by PIAA; (10) accept unilaterally established fees for post-season game assignments; (11) be subject to suspension, probation, or removal for failing to comply with what the regional director characterizes as "PIAA's vast array of rules"; and (12) be subject to PIAA's authority to abolish PIAA chapters, an integral part of the officials' job structure.

45. Various PIAA publications give the PIAA the ability to suspend or remove Class Members for failing to adhere to PIAA rules and policies. *See* Exhibit F at Page 31-34; Exhibit G at Page 31-44.

46. The Class Members do not have an opportunity to meaningfully affect their profit or loss through their work for PIAA.

47. The Class Members are not performing their job functions as a separate business, but in furtherance of PIAA's operations and the officials are fully integrated into PIAA's operations.

48. The Class Members have no control over when contests are scheduled.

49. The Class Members have no ability to demand that games be held at particular times and locations.

50. The Class Members have no control over important business decisions of the PIAA.

51. The Class Members also are unable to re-assign or subcontract their assignments to other officials.

52. The Class Members perform work at the direction of the PIAA, by PIAA (1) requiring specific uniforms; (2) requiring Class Members to join chapters and attend at least 7 meetings per year; (3) resolving fee disputes during regular season contests; (4) determining who is eligible to become a PIAA official; (5) determining when Class Members should be suspended or removed from their performance; (6) setting the parameters within which regular season contests may be scheduled; and (7) scheduling post-season games.

53. The job the Class Members perform does not require any unique skill. In fact, the PIAA provides all the training needed to be a sports official for any sport. This is done through its through its rules interpretation trainings and meetings, sport-specific bulletins, and required chapter meetings.

54. PIAA provides the Class Members with a place of work through its agreements with PIAA member schools.

55. The class members have no say in where they perform their PIAA work and would not be able to perform their PIAA work at locations of their own choosing outside of the PIAA member-school network.

56. Class Members work for PIAA for years at a time.

57. PIAA sets the rates of pay each Class Member shall receive per game.

58. The Class Members work is integral to the operation of the PIAA.

59. PIAA could not perform its operations without the work of its officials – a pool of certified officials is one of the primary services PIAA provides to member schools.

60. Despite these facts, PIAA treats all Class Members as independent contractors, only pays them for games which they work, fails to pay for required trainings, meetings, pre and post game work, for uniforms and uniform cleaning, and any overtime worked.

61. For instance, there was a basketball rules international meeting on November 7, 2017 and a football chapter meeting on November 8, 2017.

62. Class Members attending these events, but not officiating any games during that week, received no compensation from the PIAA in that workweek.

63. They should have at least been paid minimum wage for the hours worked at these required events.

64. This is a clear violation of the FLSA and PMWA's minimum wage requirements.



65. In other weeks, the PIAA requires the class members to perform work outside the sporting events for which the sports officials are paid. Class Members were required to drive to, between, and from sporting events, meetings, training, conferences, and other work events; attend meetings, training sessions, and meetings; complete pre and post game reports, paperwork, and other assignment; and purchase and ready their required uniforms.

66. The amount of time spent performing these additional duties reduces the workers hourly rate to that below the minimum wage requirements of the FLSA and PMWA.

67. Finally, the PIAA does not pay overtime whatsoever to sports officials who work more than 40 hours in any week as required by the FLSA and PMWA.

## **VI. FLSA VIOLATIONS**

68. Defendant misclassified Plaintiffs and the Class Members as independent contractors.

69. As set forth herein, Defendant has violated, and is violating, Section 6 of the FLSA, 29 U.S.C. § 206, by employing employees in an enterprise engaged in commerce or in the production of goods for commerce within the meaning of the FLSA and not paying for all hours worked at least minimum wage.

70. As set forth herein, Defendant has violated, and is violating, Section 7 of the FLSA, 29 U.S.C. § 207, by employing employees in an enterprise engaged in commerce or in the production of goods for commerce within the meaning of the FLSA for workweeks longer than forty (40) hours without compensating such employees for their employment in excess of forty (40) hours per week at rates no less than 1 and ½ times the regular rates for which they were employed.

71. Defendant knowingly, willfully, or in reckless disregard carried out this illegal pattern or practice of failing to pay the Class Members overtime compensation. Defendant's failure to pay overtime compensation to these employees was neither reasonable, nor was the decision not to pay overtime made in good faith.

72. Accordingly, Plaintiffs and all those who are similarly situated are entitled to minimum wage and overtime wages under the FLSA, plus liquidated damages, attorney's fees and costs.

## **VII. PMWA VIOLATIONS**

73. Plaintiffs bring this claim under the PMWA as a Rule 23 class action.

74. The conduct alleged violates the PMWA minimum wage and overtime requirements (43 Pa. Stat. Ann. § 333.104).

75. At all relevant times, Defendant was subject to the requirements of the PMWA.

76. At all relevant times, Defendant employed Plaintiffs and each Class Member with Pennsylvania state law claims as an "employee" within the meaning of the PMWA.

77. The PMWA requires employers like Defendant to pay employees at one and one-half (1.5) times the regular rate of pay for hours worked in excess of forty (40) hours in any one week.

78. The PMWA requires employers like Defendant to pay at least minimum wage for all hours worked in a single week.

79. Defendant has a policy and practice of misclassifying Plaintiffs and each Class Member as independent contractors and failing to pay these workers minimum wage and overtime for hours worked in excess of 40 hours per workweek.

## **VIII. CLASS AND COLLECTIVE ACTION ALLEGATIONS**

80. Plaintiffs incorporate all previous paragraphs and alleges that the illegal pay practices Defendant imposed on Plaintiffs were likewise imposed on the Class Members.

81. Numerous individuals were victimized by this pattern, practice, and policy which is in willful violation of the FLSA and PMWA.

82. Numerous other individuals who worked with Plaintiffs indicated they were improperly classified as independent contractors, paid in the same manner, performed similar work, and were not properly compensated for all hours worked as required by state and federal wage laws.

83. Based on their experiences and tenure with Defendant, Plaintiffs are aware that Defendant's illegal practices were imposed on the Class Members.

84. The Class Members were all improperly classified as independent contractors and not afforded the minimum wage and overtime compensation when they worked in excess of forty (40) hours per week.

85. Defendant's failure to pay minimum wages and overtime compensation at the rates required by state and/or federal law result from generally applicable, systematic policies, and practices which are not dependent on the personal circumstances of the Class Members.

86. Plaintiffs' experiences are therefore typical of the experiences of the Class Members.

87. The specific job titles or precise job locations of the Class Members do not prevent class or collective treatment.

88. Plaintiffs have no interest contrary to, or in conflict with, the Class Members. Like each Class Member, Plaintiffs have an interest in obtaining the unpaid minimum wage and overtime wages owed to him under state and/or federal law.

89. A class and collective action, such as the instant one, is superior to other available means for fair and efficient adjudication of the lawsuit.

90. Absent this action, many Class Members likely will not obtain redress of their injuries and Defendant will reap the unjust benefits of violating the FLSA and PMWA.

91. Furthermore, even if some of the Class Members could afford individual litigation against Defendant, it would be unduly burdensome to the judicial system.

92. Concentrating the litigation in one forum will promote judicial economy and parity among the claims of individual members of the classes and provide for judicial consistency.

93. The questions of law and fact common to the Class Members predominate over any questions affecting solely the individual members. Among the common questions of law and fact are:

- a. Whether Defendant employed the Class Members within the meaning of the applicable state and federal statutes, including the FLSA and PMWA;
- b. Whether the Class Members were improperly misclassified as independent contractors;
- c. Whether Defendant's decision to classify the Class Members as independent contractors was made in good faith;
- d. Whether Defendant's decision to not pay wages to the Class Members for all hours worked was made in good faith;
- e. Whether Defendant's decision to not pay time and a half for overtime to the Class Members was made in good faith;
- f. Whether Defendant's violation of the FLSA was willful; and
- g. Whether Defendant's illegal pay practices were applied uniformly across Pennsylvania to all Class Members.

94. Plaintiffs' claims are typical of the claims of the Class Members. Plaintiffs and the Class Members sustained damages arising out of Defendant's illegal and uniform employment policy.

95. Plaintiffs know of no difficulty that will be encountered in the management of this litigation that would preclude its ability to go forward as a collective or class action.

96. Although the issue of damages may be somewhat individual in character, there is no detracting from the common nucleus of liability facts. Therefore, this issue does not preclude collective and class action treatment.

#### **IX. JURY DEMAND**

97. Plaintiffs demand a trial by jury.

#### **X. RELIEF SOUGHT**

98. WHEREFORE, Plaintiffs pray for judgment against Defendant as follows:

- a. An Order designating this lawsuit as a collective action and permitting the issuance of a notice pursuant to 29 U.S.C. § 216(b) to all similarly situated individuals with instructions to permit them to assert timely FLSA claims in this action by filing individual Consents to Sue pursuant to 29 U.S.C. § 216(b);
- b. For an Order pursuant to Section 16(b) of the FLSA finding Defendant liable for unpaid back wages due to Plaintiffs and the Class Members for liquidated damages equal in amount to their unpaid compensation;
- c. For an Order designating the state law class as a class action pursuant to Fed. R. Civ. P. 23;
- d. For an Order appointing Plaintiffs and their counsel as Class Counsel to represent the interests of the both the federal and state law classes;
- e. For an Order finding Defendant liable for unpaid back wages to Plaintiffs and the Class Members under the PMWA;
- f. For an Order awarding attorneys' fees, costs and pre- and post-judgment interest; and
- g. For an Order granting such other and further relief as may be necessary and appropriate.

Respectfully submitted,

By: /s/ Andrew W. Dunlap

**Michael A. Josephson**

Texas Bar No. 24014780

P.A. Bar No. 308410

**Andrew W. Dunlap**

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rburch@brucknerburch.com

**ATTORNEYS IN CHARGE FOR PLAINTIFF**

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

CHARLES RUSLAVAGE and MARIO SENECA, individually and on behalf of all others similarly situated,

(b) County of Residence of First Listed Plaintiff Washington County  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Andrew W. Dunlap, Josephson Dunlap Law Firm, 11 Greenway Plaza,  
Suite 3050, 713-352-1100 – Telephone

**DEFENDANTS**

PENNSYLVANIA INTERSCHOLASTIC ATHLETIC ASSOCIATION, INC.

County of Residence of First Listed Defendant \_\_\_\_\_

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question  
(U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity  
(Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                        |   | PTF                        | DEF                        |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice <b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input checked="" type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education <b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**V. ORIGIN** (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding    ☐ 2 Removed from State Court    ☐ 3 Remanded from Appellate Court    ☐ 4 Reinstated or Reopened    ☐ 5 Transferred from Another District (specify)    ☐ 6 Multidistrict Litigation

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

29 U.S.C. § 216(b)

Brief description of cause:

Violation of the Fair Labor Standards Act

**VII. REQUESTED IN COMPLAINT:**

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.    DEMAND \$ \_\_\_\_\_

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes    ☐ No

**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE \_\_\_\_\_

DOCKET NUMBER \_\_\_\_\_

DATE

12/08/2017

SIGNATURE OF ATTORNEY OF RECORD

/s/ Andrew W. Dunlap

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_

AMOUNT \_\_\_\_\_

APPLYING IFP \_\_\_\_\_

JUDGE \_\_\_\_\_

MAG. JUDGE \_\_\_\_\_

Print

Save As...

Reset

JS 44AREVISED June, 2009  
IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA  
THIS CASE DESIGNATION SHEET MUST BE COMPLETED

**PART A**

This case belongs on the ( ☐ Erie ☐ Johnstown ☒ Pittsburgh) calendar.

1. **ERIE CALENDAR** - If cause of action arose in the counties of Crawford, Elk, Erie, Forest, McKean, Venang or Warren, OR any plaintiff or defendant resides in one of said counties.
2. **JOHNSTOWN CALENDAR** - If cause of action arose in the counties of Bedford, Blair, Cambria, Clearfield or Somerset OR any plaintiff or defendant resides in one of said counties.
3. Complete if on **ERIE CALENDAR**: I certify that the cause of action arose in \_\_\_\_\_ County and that the \_\_\_\_\_ resides in \_\_\_\_\_ County.
4. Complete if on **JOHNSTOWN CALENDAR**: I certify that the cause of action arose in \_\_\_\_\_ County and that the \_\_\_\_\_ resides in \_\_\_\_\_ County.

**PART B** (You are to check ONE of the following)

1. ☐ This case is related to Number \_\_\_\_\_ . Short Caption \_\_\_\_\_.
2. ☒ This case is not related to a pending or terminated case.

**DEFINITIONS OF RELATED CASES:**

**CIVIL:** Civil cases are deemed related when a case filed relates to property included in another suit or involves the same issues of fact or it grows out of the same transactions as another suit or involves the validity or infringement of a patent involved in another suit  
**EMINENT DOMAIN:** Cases in contiguous closely located groups and in common ownership groups which will lend themselves to consolidation for trial shall be deemed related.

**HABEAS CORPUS & CIVIL RIGHTS:** All habeas corpus petitions filed by the same individual shall be deemed related. All pro se Civil Rights actions by the same individual shall be deemed related.

**PART C**

**I. CIVIL CATEGORY** (Select the applicable category).

1. ☐ Antitrust and Securities Act Cases
2. ☐ Labor-Management Relations
3. ☐ Habeas corpus
4. ☐ Civil Rights
5. ☐ Patent, Copyright, and Trademark
6. ☐ Eminent Domain
7. ☒ All other federal question cases
8. ☐ All personal and property damage tort cases, including maritime, FELA, Jones Act, Motor vehicle, products liability, assault, defamation, malicious prosecution, and false arrest
9. ☐ Insurance indemnity, contract and other diversity cases.
10. ☐ Government Collection Cases (shall include HEW Student Loans (Education), V A Overpayment, Overpayment of Social Security, Enlistment Overpayment (Army, Navy, etc.), HUD Loans, GAO Loans (Misc. Types), Mortgage Foreclosures, SBA Loans, Civil Penalties and Coal Mine Penalty and Reclamation Fees.)

I certify that to the best of my knowledge the entries on this Case Designation Sheet are true and correct

Date: 12/08/2017

Andrew W. Dunlap

ATTORNEY AT LAW

NOTE: ALL SECTIONS OF BOTH SHEETS MUST BE COMPLETED BEFORE CASE CAN BE PROCESSED.



**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**

## Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.  
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.  
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.  
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.  
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an "X" in one of the six boxes.  
 Original Proceedings. (1) Cases which originate in the United States district courts.  
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.  
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.  
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.  
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.  
 Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.  
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.  
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.

# EXHIBIT A

NOTICE: This opinion is subject to formal revision before publication in the bound volumes of NLRB decisions. Readers are requested to notify the Executive Secretary, National Labor Relations Board, Washington, D.C. 20570, of any typographical or other formal errors so that corrections can be included in the bound volumes.

**Pennsylvania Interscholastic Athletic Association, Inc. and Office and Professional Employees International Union, Petitioner.** Case 06–RC–152861

July 11, 2017

**DECISION ON REVIEW AND ORDER**

BY CHAIRMAN MISCIMARRA AND MEMBERS PEARCE  
AND MCFERRAN

On July 30, 2015, the Regional Director for Region 6 issued a Decision and Direction of Election in which she found that the petitioned-for lacrosse officials are employees covered under Section 2(3) of the Act.<sup>1</sup> Thereafter, in accordance with Section 102.67 of the Board's Rules and Regulations, the Employer (Pennsylvania Interscholastic Athletic Association or PIAA) filed a timely request for review contending, inter alia, that the officials are independent contractors, excluded from coverage. The Petitioner filed an opposition.

On March 21, 2016, the National Labor Relations Board granted the Employer's request for review with respect to the independent contractor issue.<sup>2</sup> Thereafter, the Employer and the Petitioner each filed a brief on review, as did two amici curiae, the Association of Minor League Umpires, OPEIU Guild 322 (AMLU), and the National Federation of State High School Associations (NFHS). The Employer also filed a brief in response to AMLU's amicus brief, and the Petitioner filed a brief in response to NFHS's amicus brief.

The Board has carefully considered the entire record in this proceeding, including the briefs on review. For the

reasons set forth in the Regional Director's decision and the additional reasons set forth below, we affirm the Regional Director's finding that the lacrosse officials are statutory employees. More precisely, we agree with the Regional Director's application of *FedEx Home Delivery*, 361 NLRB No. 55 (2014), enf. denied 849 F.3d 1123 (D.C. Cir. 2017), petition for rehearing en banc denied, Case No. 14-1196 (June 23, 2017) (*FedEx*),<sup>3</sup> and her conclusion that *Big East Conference*, 282 NLRB 335 (1986), enf. sub nom. *Collegiate Basketball Officials Assn. v. NLRB*, 836 F.2d 143 (3d Cir. 1987) (*Big East*), is not controlling here. We are not persuaded by the arguments of our dissenting colleague, who would find that PIAA carried its burden of establishing that the officials are independent contractors.

**I. FACTS**

PIAA is a nonprofit corporation whose primary purpose is to promote uniformity of standards in the interscholastic athletic competitions of its member schools. PIAA has 1611 member schools in Pennsylvania, mostly public junior high and high schools, but also including some private schools. Among other things, PIAA provides the member schools access to its pool of "registered sports officials" to referee for various sports during their regular season, and it assigns officials for all post-season playoff games.<sup>4</sup> The Petitioner seeks to represent a unit of approximately 140 officials who officiate at boys' and girls' lacrosse games within two PIAA districts, Districts VII and VIII, covering Pittsburgh and the surrounding area.

Under PIAA's constitution, the board of directors is broadly empowered to determine, inter alia, "the method of and the qualifications for the registration of officials; to determine their powers and duties; and to make and apply necessary policies, procedures, rules, and regulations for such officials." In order to become a registered official, one must meet certain PIAA requirements, pay a registration fee, pass a background check, and receive a score of at least 75 percent on a PIAA-administered test

<sup>1</sup> An election by mail ballot took place as scheduled, and the tally of ballots dated September 15, 2015, showed that the Petitioner won a majority of the votes. No objections were filed. A certificate of representative issued on September 25, 2015.

<sup>2</sup> The Board denied review in all other respects. Then-Member Miscimarra would have granted review with respect to whether the Employer is a political subdivision as well, and he also would have reviewed whether the lacrosse officials are joint employees of the Employer and the public schools that pay them. In his dissent, our colleague reiterates his position that PIAA is a political subdivision of Pennsylvania. For the reasons stated by the Regional Director in her decision, we do not agree. Our colleague also suggests that the officials are jointly employed by PIAA and its member schools, many of which are public, and that this status raises questions about the Board's jurisdiction over the officials. No party made this argument or developed the record on this issue in the hearing before the Regional Director. In any case, even if the officials were jointly employed by exempt entities, such as public schools, and PIAA, that fact would not foreclose the Board's jurisdiction over PIAA. See *Management Training Corp.*, 317 NLRB 1355, 1358 fn. 16 (1995).

<sup>3</sup> We adhere to the independent-contractor analysis adopted by the Board in *FedEx*, supra, notwithstanding the District of Columbia Circuit's decision in that case. The court denied enforcement of the Board's order based on the "law-of-the-circuit doctrine" and the court's decision in a prior case that the court viewed as factually indistinguishable. 849 F.3d at 1127. Even assuming that the court's decision can be read as a continued rejection of the Board's approach on the merits, the Board respectfully declines to acquiesce in the adverse decision of a court of appeals. *Enloe Medical Center v. NLRB*, 433 F.3d 834, 838 (D.C. Cir. 2005); *Nielsen Lithographing Co. v. NLRB*, 854 F.2d 1063, 1066–1067 (7th Cir. 1988).

<sup>4</sup> For boys' and girls' lacrosse, the season is in the spring, approximately from early March to early June. The initial 7 weeks of games are called the "regular" season, and the subsequent weeks of playoffs, finals, and championship games are called the "post-season."

regarding the particular sport. PIAA gives each applicant a copy of the rule book for his or her sport, and it administers tests five times per year. PIAA's local districts and chapters may hold clinics to help prepare applicants for the tests. PIAA's executive director has authority to approve or reject each applicant. Once an applicant's registration is approved, he or she must become affiliated with a PIAA local chapter within 15 days, or else face suspension. A PIAA chapter is a group of officials for a particular sport in a designated geographic area.

PIAA has comprehensive rules covering its own operations and its relationship with its member schools, officials, and other parties. Generally, all parties who participate in PIAA—including member schools, local chapters, and individual officials—must agree to abide by PIAA's policies. Pursuant to those rules, officials are prohibited from joining more than one chapter in the same sport. Thereafter, in order to remain a PIAA official, one must attend at least six chapter meetings during the course of the sport's season, as well as the chapter's annual "rules interpretation meeting," to remain current on the sport's rules and interpretations. Unexcused failure to attend these meetings will result in suspension. Officials must pay annual dues by the end of February, or pay dues plus a late fee by the end of March, in order to work as officials for the following school year. Failure to pay by March 31 results in a 1-year suspension. Officials who comply with these requirements may continue to officiate for an unlimited number of years. Nevertheless, PIAA may suspend or remove any official who does not comply with its constitution and rules.

PIAA sets the overall scheduling parameters for each season, including the length of pre-season practice, the maximum length and maximum number of games for the season, and the date by which the districts' post-season playoff games must be completed. Officials have no ability to alter the season schedule. Once officials are assigned to specific games, PIAA requires them to arrive at least 30 minutes before each game begins. Each game lasts four quarters, with the possibility of overtime. Officials have no ability to shorten or lengthen the assignments.

The officials' assignment to specific games and their compensation during the regular season games differ from the post-season playoff and championship games. During the regular season, member schools schedule the games and arrange for PIAA officials to officiate at those games. Typically, two or three officials are hired or contracted for each varsity game. Schools may contract with individuals known as assignors to assign officials to specific games. After the officials indicate their availability

for particular dates, the assignors use that information to offer assignments. Officials may decline regular season assignments if they wish, including if they find the school's proffered fee unacceptable, without being penalized for doing so. Once an official has accepted an assignment, PIAA's policy requires the "host" school and the official to sign a contract, whose form is provided by PIAA. If officials are unable to appear for an assignment they have accepted, for example due to illness, they must notify the assignor to find a replacement. Lacrosse officials average about 14–20 games during the regular season, i.e., 2 or 3 games per week for 7 weeks.

PIAA considers the assignment of regular season games to create a contract between the school and the official. Although PIAA avoids involving itself in negotiations regarding the amount of payment, PIAA has rules governing the process of payment. For example, officials must timely provide schools with tax documents and other information needed for payment. The schools, in turn, must acquire the relevant information and prepare the checks in advance in order to pay officials before the games. PIAA also plays a role in enforcing the contracts. For example, if a school cancels a game for a nonlegitimate reason, PIAA may require the school to pay the officials' fee. Similarly, if a school double-books officials, PIAA may require the school to pay both officials. PIAA's bylaws allow it to suspend a school for "persistent violation" of officials' contracts after a PIAA district committee hearing. PIAA may also put an official on "probation" if the official "cancels" a contract (e.g., by not showing up for the game), and may suspend an official who repeatedly does so.

As for the amount of compensation paid during regular-season games, fees average about \$70 per varsity game. PIAA's stated policy is that the fees are a matter to be negotiated between the individual official and the individual school. PIAA expressly disapproves of any attempt to negotiate fees collectively. PIAA policies state that the Board of Directors does not sanction, recognize, or support the establishment of either minimum fees or maximum fees for officiating by schools or officials.

Payments are made on a per-game basis, regardless of how long each game lasts, such as whether it goes into overtime play. During the regular season, the host schools pay the officials directly for the games they officiate. The schools do not withhold money for taxes or Social Security from the officials' checks. During the regular season, the schools are encouraged to evaluate the officials' performance, using a PIAA evaluation form.

After the regular season ends, PIAA controls the schedule of the post-season games and the officials' assignments. The schools are not involved in this process. Specifically, PIAA district committee members assign officials to referee the playoff games within their district. Then, for the inter-district competitions leading up to the statewide championship game, PIAA's executive staff directly selects officials, based in part on the officials' evaluations. Officials must have attended a PIAA convention within the prior 5 years to officiate at post-season games. PIAA unilaterally established a standard fee of \$80 for those inter-district games, and directly compensates officials for all post-season games. Taxes and Social Security payments are not withheld. During the entire season, PIAA provides officials with liability insurance, supplemental medical insurance, and accidental death and dismemberment insurance, but it does not provide regular medical insurance, workers compensation insurance, or unemployment insurance. As is described in greater detail below, PIAA maintains far-reaching control over officials' job performance and retains the right to discipline officials for failing to comply with PIAA standards. All PIAA officials are required to wear identical uniforms, which they purchase on their own. PIAA supplies a PIAA emblem or patch, which officials must display on the left sleeve of their uniforms. PIAA also provides registered officials with a PIAA identification card, a copy of the Officials' Manual, and rule books for the particular sport. Officials may not hire other people to perform PIAA assignments on their behalf, nor may they officiate games in more than one geographical chapter in the state. They are not prohibited, however, from officiating non-PIAA games, such as recreational league games and out-of-state games. They are also permitted to maintain outside employment.

Finally, numerous PIAA documents—unilaterally created and imposed by PIAA—state that officials are independent contractors, not employees of PIAA.

## II. ANALYSIS UNDER *FEDEX*

The party seeking to exclude individuals performing services for another from the protection of the Act on the grounds that they are independent contractors has the burden of proving that status. *BKN, Inc.*, 333 NLRB 143, 144 (2001). In *FedEx*, 361 NLRB No. 55, the Board clarified and refined its approach to assessing independent-contractor status. Specifically, the Board reaffirmed its reliance on common-law agency principles, as guided by the non-exhaustive list of factors enumerated in the *Restatement (Second) of Agency* §220 (1958). Those factors include: (1) the extent of control over the details, means, and manner of the work; (2) whether the putative contractor is engaged in a distinct occupation or

business; (3) whether the work is done under the direction of the principal, or by a specialist without supervision; (4) the skill required; (5) who supplies the tools and place of work; (6) the length of time for which the person is employed/contracted; (7) the method of payment, whether by the time or by the job; (8) whether the work is part of the regular business of the employer; (9) whether the parties believe they are creating an employment or contract relationship; and (10) whether the principal is in the same business. All the incidents of the relationship must be assessed and weighed, with no one factor being decisive. *FedEx*, supra, slip op. at 1, citing *NLRB v. United Insurance Co. of America*, 390 U.S. 254 (1968); *Roadway Package System, Inc.*, 326 NLRB 842, 849 (1998) (*Roadway*). In addition, the Board stated that it would consider the extent to which a putative contractor is, in fact, rendering services as part of an independent business with an actual (not merely theoretical) entrepreneurial opportunity for gain or loss. *FedEx*, slip op. at 1.

Applying the *FedEx* analysis here, we find that the Employer has failed to establish that the officials are independent contractors rather than employees. Although there are certain aspects of the relationship between PIAA and the officials that may suggest the officials are independent contractors, we find that those aspects are outweighed by the factors showing that the officials actually are employees. In particular, we find that employee status is demonstrated by the extent of PIAA's control over the officials, the integral nature of the officials' work to PIAA's regular business, PIAA's supervision of the officials, the method of payment, and the fact that the officials do not render their services as part of an independent business.

### 1. Extent of control by employer

PIAA has far-reaching control over the means and manner of the officials' work through its comprehensive rules. Of particular note, PIAA's constitution broadly empowers its board of directors to determine, inter alia, "the method of and the qualifications for the registration of officials; to determine their powers and duties; and to make and apply necessary policies, procedures, rules, and regulations for such officials." Acting in accordance with that authority, PIAA selects officials for their positions after applicants complete a background check and achieve the required proficiency on a PIAA-administered examination. Then, officials must attend PIAA chapter meetings and annual training to remain eligible to officiate. On the job, the board of directors maintains a variety of work rules, including rules that specifically control



the officials' job performance.<sup>5</sup> Moreover, although officials are not directly supervised during games (insofar as no one from PIAA is physically present to watch them officiate), there are mechanisms in place by which the officials are held accountable to PIAA for their on-field performance and which may result in discipline.<sup>6</sup>

<sup>5</sup> For example, PIAA's rules require officials to be in good physical shape, to perform good "officiating mechanics" on the field, to have complete command of the sport's rules (as set forth in the PIAA rule-book and as continually interpreted by PIAA), and to make accurate and unbiased calls. On this last count, the Officials' Manual requires officials to remove themselves from a game if they are related to one of the athletes or have any other connection that would call their impartiality into question. Officials must also follow all of PIAA's policies, such as filing a report within 24 hours if they disqualify any coaches or players for misconduct during the game.

<sup>6</sup> In arguing that PIAA does not control the means and manner of the officials' work, our dissenting colleague focuses only on the rules of the lacrosse game itself, which PIAA adapts from the National Federation of State High School Associations. However, PIAA's control over officials' work is not limited to those rules, but rather is embodied in PIAA's own rule-interpretation bulletins and its Officials' Manual. Significantly, PIAA has adopted a procedure through which schools or other parties may request an official's discipline or removal. The Manual lists various levels of potential discipline for various levels of infractions, such as failing to attend the required meetings; canceling a contract with a member school; failing to wear the required uniform; failing to comply with other PIAA regulations; being biased, incompetent, or unfair while officiating a game; failing to submit a report within 24 hours of disqualifying a player or coach; failing to cooperate with PIAA in any investigation; and committing certain crimes of dishonesty, violence, or child endangerment. Aside from this procedure, member schools also submit evaluations of officials during the regular lacrosse season, which PIAA uses to select officials for the post-season games.

Although the record contains no examples of PIAA actually disciplining or removing officials, it is clear that PIAA possesses the authority to do so. This authority supports a finding of employee status. See *Friendly Cab Co.*, 341 NLRB 722, 724 (2004) enfd. 512 F.3d 1090 (9th Cir. 2008) (right to discipline supports employee status). See also *Restatement (Second) of Agency* §§ 2(2) & 220(1) (master (employer) is someone who "controls or has the right to control" another; and servant (employee) is "subject to the [employer's] control or right to control" (emphasis added)); *NLRB v. Associated Diamond Cabs*, 702 F.2d 912, 920 (11th Cir. 1983) ("courts have noted that it is the right to control, not the actual exercise of control, that is significant"). Cf. *Sisters' Camelot*, 363 NLRB No. 13, slip op. at 2 (2015) (even occasional instances of discipline indicate significant employer control) (citing *Dial-A-Mattress Operating Corp.*, 326 NLRB 884, 889, 892–893 (1998)). Looking at the precise question at issue here—the unexercised authority to discipline sports officials—the Third Circuit emphasized that the salient question was whether the putative employer maintained "the right to fire, and thus a right to control, the officials." *Collegiate Basketball Officials Assn. v. NLRB*, 836 F.2d at 148.

Our dissenting colleague sees an inconsistency in giving weight to a putative employer's right to control another, but not to a putative independent contractor's right to hire others to perform the work (a consideration in whether a putative independent contractor renders services as part of an independent business). We disagree. First, the Restatement directly speaks to the unexercised right to control work, stating that such authority supports employee status. There is no parallel statement that the mere authority to hire others to perform the work supports

Although the officials have some discretion over certain aspects of the means and manner of their work, the rules and regulations demonstrate that PIAA nevertheless exercises "pervasive" control over their officiating. *FedEx*, supra, slip op. at 12–13 (drivers' discretion over aspects of their work outweighed by employer's requirements). In this respect, the officials are similar to the canvassers found to be employees in *Sisters' Camelot*, 363 NLRB No. 13 (2015). In that case, the canvassers were free to work or not work as they chose, but when they did choose to work, they were subject to significant employer requirements (including specific start and end times, limitations on their geographic work areas, and detailed record-keeping) and could be disciplined for failing to comply with those requirements. *Id.*, slip op. at 2. Here too, the actual officiating occurs within the specific lacrosse rules that PIAA adopted (and interprets on an ongoing basis), as well as ethical rules requiring impartiality and other PIAA-imposed controls. Furthermore, officials face the possibility of discipline for failing to comply with those controls.

Finally, although PIAA cites other Board cases for the proposition that a principal may exercise some control over the work in order to achieve the desired *end* without becoming an employer, those cases are distinguishable. For example, in *Pennsylvania Academy of the Fine Arts*, 343 NLRB 846, 847 (2004), the independent-contractor models were given general poses to strike in the art studio (i.e., the end to be achieved), but (1) they received no on-the-job training; (2) they retained "significant discre-

independent contractor status. Second, the contexts are materially different. When looking at whether a putative independent contractor actually is functioning as an independent business, the Board recognizes that employers may ostensibly allow employees to hire others to perform the work, but in reality impose constraints that effectively nullify that option. See *FedEx*, supra, 361 NLRB No. 55, slip op. at 12. The Board's experience does not suggest that a putative employer's right to control workers is subject to being rendered illusory in a comparable manner. Thus, what our colleague calls a "double standard" is simply the ordinary application of legal principles to a materially different set of facts. But even if the factual circumstances were analogous in the two contexts, as the dissent suggests, legal considerations nonetheless undercut the dissent's proposed equivalence. Thus, in asserting that, "[i]f the Board will not attach significance to potential authority when it fails to support employee status, then the Board may not validly rely on such potential authority here," the dissent disregards the Act's preference for the inclusion of workers as employees under the Act's protection, rather than their exclusion. See Sec. 1, stating the Act's policy to "encourag[e] the practice and procedure of collective bargaining and . . . protect[] the exercise by workers of full freedom of association, self-organization, and designation of representatives of their own choosing." See also *Holly Farms Corp. v. NLRB*, 517 U.S. 392, 297 (1996) ("[A]dministrators and reviewing courts must take care to assure that the exemptions from NLRA coverage are not so expansively interpreted as to deny protection to workers the Act was designed to reach.").

tion” regarding the manner of posing, given their understanding of light, shadow and other artistic elements, and the physical skill required to hold strenuous poses; and (3) their work was not subject to supervision, evaluation, or discipline by the Academy.<sup>7</sup> Here, by contrast, PIAA exerts much more control over the manner of officials’ work, including imposing specific rules for calling lacrosse games and ethics rules, and maintaining the authority to enforce those rules against the officials. In short, we find that PIAA’s control over the manner of work weighs in favor of the officials’ employee status.<sup>8</sup>

## 2. Whether individual is engaged in a distinct occupation or business

We agree with the Regional Director that this factor favors finding employee status for the officials. The fact that an individual holds a distinct occupation may indicate independent contractor status in certain situations, particularly where the individual’s services are engaged temporarily to accomplish tasks incidental to the employer’s regular business.<sup>9</sup> But the circumstances presented here show that this factor actually supports finding the officials to be employees. The officials perform their functions in furtherance of PIAA’s core operations,

<sup>7</sup> See also *DIC Animation City, Inc.*, 295 NLRB 989, 991 (1989), where the television producer’s control of the script-writers’ work “relate[d] primarily to the end product” (e.g., ensuring that it would fit within a 30-minute format), while the independent-contractor writers retained control over the manner of work (e.g., when and where to work, whether to work as a team, etc.).

<sup>8</sup> Our colleague cites rulings by other governmental bodies finding that amateur sporting officials are independent contractors. However, the Board “has long recognized that rulings by other governmental agencies on the question of employee versus independent contractor status are to be given consideration albeit not controlling consideration.” *City Cab of Orlando*, 285 NLRB 1191, 1195 (1987), citing *Lorenz Schneider Co.*, 209 NLRB 190, 191 fn. 5 (1974), enf. denied 517 F.2d 445 (2d Cir. 1975). As we note below, cases in this area turn on their particular factual circumstances, even assuming (dubiously) a uniform legal standard across different statutes and jurisdictions. Of course, there is nothing inherent in sports officiating that somehow precludes officials from being employees. Professional sports officials, including minor league umpires, are frequently treated as employees and have collective-bargaining representatives. In addition, the Internal Revenue Service found that the amateur collegiate sports officials at issue in a revenue decision were employees for federal taxation purposes. Revenue Ruling 57-119, 1957-1 C.B. 331 (1957). It is true, as our dissenting colleague observes, that in a later ruling the IRS found that the officials working for a particular high school athletic association were independent contractors. Revenue Ruling 67-119; 1967-1 C.B. 284 (1967). But, in our view, that simply demonstrates that the IRS, like the Board, applies a case-by-case analysis of the relevant factors in determining employee status versus independent contractor status and does not make categorical classifications based on job titles.

<sup>9</sup> See Restatement (Second) of Agency § 220(2) cmt. I (observing that if the occupation, even a highly skilled one, is considered part of the regular business of the employer, there is an inference that the individual is a servant).

so much so that PIAA would not be able to function without them. See *United Insurance*, 390 U.S. at 258–259 (considering as one “decisive” factor that employees’ functions were an “essential part of the company’s normal operations”); *Slay Transportation Co.*, 331 NLRB 1292, 1294 (2000); *Roadway*, supra, 326 NLRB at 851. They are also fully integrated into PIAA’s operations, as the performance of their work depends on completion of the PIAA certification process and compliance with its rules, as well as the use of PIAA forms, emblems, assignment mechanism, and evaluation mechanism. When PIAA lacrosse officials take the field to perform their duties, they do so in the name of PIAA, not in their own names.

Our dissenting colleague concedes the critical point that the officials are an integral part of PIAA’s operation, but he finds this factor inconclusive because PIAA does not restrict officials’ ability to officiate games for other entities. That ability, however, does not alter or diminish the fact that the officials are an integral part of PIAA’s core function. Our colleague’s position is contrary to the well-established, widely-recognized principle that part-time or casual employees covered by the Act often work for more than one employer. *Lancaster Symphony Orchestra*, 357 NLRB 1761, 1765 (2011) (citing *KCAL-TV*, 331 NLRB 323, 323 (2000)), enf. 822 F.3d 563 (D.C. Cir. 2016); see also *Sisters’ Camelot*, supra, slip op at 2 (“the ability to work for multiple employers does not make an individual an independent contractor.”)

## 3. Whether the work is usually done under the direction of the employer or by a specialist without supervision

PIAA lacrosse officials have no direct supervision on the playing field and an official’s calls cannot be directly appealed. This lack of direct supervision, however, reflects the nature of officiating, rather than suggesting independent-contractor status. *Collegiate Basketball Officials Assn. v. NLRB*, 836 F.2d 143, 148 (3d Cir. 1987) (“That the officials’ rulings are not appealable has more to do with basketball than the employment status of the referees.”); see also Restatement (Second) of Agency § 220(1) cmt. D (the full-time cook is regarded as a servant although it is understood that the employer will exercise no control over the cooking). Nonetheless, as the Regional Director described, PIAA tightly controls the work that the officials perform through mandatory adherence to rules, regulations, policies, and procedures. From the outset, PIAA certifies the officials by administering an examination of the officiating rules, it maintains the rule book that the officials apply, and it requires the officials to attend ongoing chapter meeting and training sessions. PIAA Assistant Executive Director Patrick Gebhart is responsible for the oversight of the officials’

compliance with PIAA rules and described his primary responsibility as being “the supervisor of the officials.” Furthermore, officials are evaluated on their job performance through a PIAA evaluation mechanism that can determine their future job opportunities with PIAA, which is another way of saying that the work is done under the direction of the employer.<sup>10</sup> For those reasons, we agree with the Regional Director that this factor favors finding the lacrosse officials to be employees. See *FedEx*, supra, slip op. at 13 (finding that, “[a]lthough drivers are ostensibly free of continuous supervision in their work duties,” the supervision factor favored employee status because the employer essentially directed the drivers’ performance by enforcing its rules, by requiring adherence to protocols regarding the drivers’ dress, appearance, and safety and the performance of their work, by auditing and appraising the drivers’ performance, and by reserving the right to impose disciplinary measures for poor performance); see also *Sisters’ Camelot*, supra, slip op. at 3 (despite absence of immediate in-person supervision, employer’s use of various oversight tools supported finding that the supervision factor favored employee status).

Our dissenting colleague disagrees with our conclusion that PIAA’s supervision of the officials favors finding the officials to be employees, largely because the officials’ in-game calls about penalties, goals, and other officiating decisions are not subject to review. In our view, though, that analysis is wide of the net. The question is not whether any specific call is subject to review, but

whether each official’s body of work as a whole and the officials’ compliance with the policies set forth in the PIAA Manual are subject to review and supervision, which they clearly are.<sup>11</sup> Instead, in light of the PIAA’s wide-ranging rules governing officials’ conduct and its evaluation of officials for their adherence to PIAA policies, we find that the supervision factor favors finding the officials to be employees.

#### 4. Skill required in the occupation

Officials must have particularized skills to officiate a game, but their level of skill does not preclude finding them to be employees. Indeed, many types of employees covered by the Act are highly skilled with expertise in a particular field.<sup>12</sup> As with all of the relevant factors, this factor must be examined in the particular circumstances presented.<sup>13</sup> Here, we find it significant that the officials’ skills are integral to PIAA’s ability to accomplish its core mission, which tends to show that they are employees, rather than specialists providing ad hoc services. See Restatement (Second) of Agency § 220(2) cmt. I. We also find it significant that PIAA itself certifies the officials and requires them to receive ongoing PIAA training to remain eligible. This in-house certification and training further undermines the impression that the officials are selling their skills and expertise on the open market. Cf. *Sisters’ Camelot*, supra, slip op. at 3 (that employer provided workers with the training necessary to perform the work supported finding employee status); see also *NLRB v. United Insurance Co.*, 390 U.S. at 258–259 (agents lacked prior experience and were trained by company personnel, which supported employee status). For those reasons, we find that this factor tends to favor employee status, or is at least inconclusive.

<sup>10</sup> On this issue, our colleague erroneously discounts the role of PIAA in evaluating the officials’ performance simply because the state of Pennsylvania, by statute, requires PIAA to conduct certain evaluations. Although PIAA Assistant Executive Director Gebhart testified that PIAA is required by law to evaluate the officials’ performance in post-season games, PIAA goes beyond that requirement by encouraging schools to submit evaluations of the officials’ performance in regular-season games; PIAA then uses those regular-season evaluations to select officials for inter-district games. In any event, to the extent state law mandates evaluations, PIAA developed and administers the evaluation system. And, in connection with that system, PIAA maintains its authority to discipline officials for various reasons, including canceling a contract, failing to submit a report after disqualifying a player, or being palpably unfair in officiating decisions. In short, although the state requires PIAA to evaluate the officials’ performance in certain games, PIAA continuously monitors the officials’ work throughout the season, going beyond what the state requires. Certainly, in this respect, PIAA is not merely acting as a pass-through for governmental regulators. For that reason, we find this case is distinguishable from cases stating that a company does not exercise control over putative employees by requiring compliance with government regulation. Cf. *NLRB v. Associated Diamond Cabs*, 702 F.2d at 922 (finding that a taxi company did not exercise control over drivers by requiring that they fill out a trip sheet where the city code required that employees fill out the trip sheet and the employer’s only use of the trip sheet was to store it for government inspection).

<sup>11</sup> Our colleague correctly observes that the judge in *Big East* relied on the lack of supervision to support finding that the officials were independent contractors, but we find the supervision in that case is distinguishable. 282 NLRB at 343–344. As we more fully discuss below, the putative employer in *Big East* did not select or certify the officials, and it shared the evaluation and supervisory functions with an entity that represented the officials. Thus, the supervisory roles of PIAA and the relevant association in *Big East* are significantly different.

<sup>12</sup> See, e.g. *Lancaster Symphony Orchestra*, 357 NLRB 1761, 1766 (2011) (professional musicians), and cases cited; *CNN America, Inc.*, 361 NLRB No. 47 (2014) (various bargaining units included camera operators, audio operators, engineering personnel, and other technical employees engaged in broadcast industry); *Stage Employees IATSE Local 720 (California Sports)*, 271 NLRB 282 (1984) (members of bargaining unit consisted of technical director, camera operators, video operators, videotape operators, and audio operators who perform sports-broadcasting work).

<sup>13</sup> See Restatement (Second) of Agency § 220(2) cmt. I (observing that even highly skilled artisans may be employees depending on the circumstances).



5. Whether the employer or individual supplies the instrumentalities, tools, and place of work

PIAA rules require that the officials work games at specified places and times. PIAA thus provides the place and time of work, both indirectly through its agreements with schools during the regular season, and by directly designating the sites and times for post-season games. That favors employee status. *Sisters' Camelot*, supra, slip op. at 3. But it is also true, as PIAA argues, that the officials must provide their own equipment, consisting of whistles, pencils, uniforms, hats, penalty markers, timing devices, and scorecards. (There is no suggestion that PIAA was contracting with the officials for the use of the tools or instrumentalities, however.) On balance, we view this factor as favoring independent contractor status but do not find it particularly weighty.

6. Length of time for which an individual is employed

We agree with the Regional Director that this factor is inconclusive. PIAA registers officials annually. The officials then work two or three games a week, on average, for 7 weeks and additional games during the playoffs. As the Regional Director observed, the single game assignments are short-term, but that has a more direct bearing on the relationship, if any, between the schools and officials, versus between PIAA and the officials. The employment relationship between the officials and PIAA is less decisively short-term. Furthermore, the lacrosse officials have an expectation of continued employment with PIAA as long as they pay their annual dues and meet PIAA's other performance standards, such as testing requirements and attendance at chapter meetings and rules interpretation meetings. See, e.g., *Lancaster Symphony*, 357 NLRB at 1766 (recurrent short-term employment renders length-of-time consideration inconclusive). Indeed, many officials work for PIAA for many years, and there are specific PIAA provisions for recurrent officials. PIAA offers a re-registration discount for officials who pay their annual dues early. In addition, in order to officiate playoff games, PIAA requires that officials attend an annual rules interpretation meeting at least once every 5 years. These facts suggest an expectation that officials will work for PIAA over a number of years.

7. Method of payment

The Regional Director acknowledged that officials are paid on a per-game basis, regardless of how long each game lasts, and that such payment "by the job" tends to show independent contractor status, citing *Porter Drywall, Inc.*, 362 NLRB No. 6 (2015), and other cases. However, she went on to find that, on balance, the method of payment factor weighs in favor of employee status,

primarily because PIAA controls the compensation process within which member schools and officials operate during the regular season, and also because PIAA unilaterally sets the amount of payment for post-season games. We agree with the Regional Director's conclusion that this factor favors employee status.

Certain facts do indeed point toward independent contractor status. In addition to the per-game payment, no withholdings are deducted from the officials' fees. Officials do not receive regular medical insurance or other types of fringe benefits; however, the significance of this is reduced by the fact that PIAA provides the officials with some types of insurance (liability, excess accident medical, and death and dismemberment).<sup>14</sup> These considerations must be balanced against others favoring employee status. Thus, in *FedEx*, supra, slip op. at 14, the absence of an hourly wage, withholdings, and fringe benefits was outweighed by the putative employer's establishment, regulation, and control of a non-negotiable compensation system, which minimized the drivers' possibility of financial risk and gain. See also *Sisters' Camelot*, supra, slip op. at 4 (although canvassers' income depended on how often and efficiently they worked, the non-negotiable commission rate and putative employer's control of compensation system that minimized canvassers' opportunity to make more money weighed in favor of employee status).

Here, too, PIAA's control over the officials' compensation system outweighs the considerations supporting independent contractor status. To begin, there is no dispute that PIAA (including its district committees) unilaterally determines the amount of compensation for post-season games.<sup>15</sup> We have repeatedly held that a putative employer's unilateral or non-negotiable establishment of the compensation rate favors employee status. See *FedEx*, supra, slip op. at 14; *Sisters' Camelot*, supra, slip op. at 4; *Lancaster Symphony*, 357 NLRB at 1765–1766.

For regular-season games, the record demonstrates that PIAA directly controls the process<sup>16</sup> by which its mem-

<sup>14</sup> *Porter Drywall*, supra, slip op. at 3 (citing *Dial-A-Mattress Operating Corp.*, 326 NLRB at 891) (assuming liability for the asserted employees' damage is "customary" in employer-employee relationship, whereas requiring them to carry liability insurance suggests independent contractor status).

<sup>15</sup> The record shows that PIAA district committees assign officials to referee the playoff games within their district, although the record does not indicate exactly how much PIAA pays officials for those games. Then, for the inter-district competitions leading up to the statewide championship, PIAA's executive staff directly selects officials and has unilaterally established a "standard" fee (\$80 per game) that it pays officials.

<sup>16</sup> As previously described, PIAA requires that, for each regular-season game, the "host" school and each official sign a contract, and PIAA provides the contract form. In addition, PIAA requires schools

ber schools pay the officials, and that it also indirectly influences the determination of the amount of payment. PIAA's stated policy is that the fees are a matter to be negotiated between individual officials and individual schools and that PIAA has no position regarding the amount of regular-season fees. But—as set forth in its Officials' Manual—PIAA also expressly disapproves of any attempt to negotiate fees collectively, including officials acting as a group via their respective chapters:

The Board of Directors does not concede the right to any Chapter of Officials to establish minimum fees for officiating in interscholastic games. The Board of Directors, likewise, does not accord the right of any league or organized group of member schools to establish maximum fees for officials who officiate in their games.... The Board of Directors will not sanction, recognize, or support the establishment of either minimum fees or maximum fees for officiating Regular Season Contests by either any Chapter of Sports Officials or organized group of member schools.

Thus, PIAA's refusal to "concede" any right to PIAA chapters (or any group of officials) to try to negotiate minimum fees, combined with its authority to revoke the charter of any PIAA chapter,<sup>17</sup> significantly reduces the officials' ability to negotiate their compensation. In addition, PIAA's power to forbid officials from collectively seeking more compensation is inconsistent with any claim that the offi-

to pay the officials before each game, and the record establishes that PIAA retains the authority to enforce contracts between the member schools and the officials. On this last point, PIAA can require a school to pay officials if the school cancels a game for an unapproved reason, can require a school to pay all officials if a school has double-booked them, and can put an official on probation for failing to show up to a game. PIAA can also suspend a school for "persistent violation" of officials' contracts (following a PIAA district committee hearing), and can suspend officials for repeatedly failing to show up to games.

PIAA briefly argues that because the member schools pay officials for regular-season games, the officials are "if anything, independent contractors of the schools, not PIAA." This argument disregards the undisputed fact that PIAA directly pays officials for postseason games. In addition, the circumstances described above illustrate that PIAA exercises substantial control over the process by which the officials are compensated for regular-season games, and its policy forbidding collective efforts to increase compensation shows that it also has at least some involvement in determining the amount of regular-season compensation. Thus, PIAA determines matters governing this essential term of employment, and the fact that it does not directly pay the officials for regular-season games does not show that it is not the officials' employer. Cf. *BFI Newby Island Recyclery*, 362 NLRB No. 186, slip op. at 2, 4 (2015) (noting, in reaching joint employer finding, that one of the two joint employers issued paychecks to employees at issue). Of note, no party here contends that PIAA-member schools are joint employers of the officials.

<sup>17</sup> PIAA issues a charter to create a new chapter whenever at least 15 officials apply. PIAA can revoke a charter if the chapter "fails to fulfill" its specified purpose.

cialists are truly "independent" business people with an opportunity for entrepreneurial gain during the regular season.<sup>18</sup>

Finally, we note that PIAA exerts substantial control over the officials' overall earnings for the season by forbidding them from officiating in more than one geographic chapter in the state, similar to the employer's control over the drivers' service areas in *FedEx*. As stated in that case, such constraints on individuals' potential compensation also weigh in favor of employee status. *FedEx*, supra, slip op. at 14. See also *Sisters' Camelot*, supra, slip op. at 4 (assigning each canvasser to a strictly delineated area exhibits "tight control" over his/her compensation).

In sum, we agree with the Regional Director that, on balance, the method of payment factor favors employee status.<sup>19</sup>

8. Whether the work is part of the regular business of the employer and 10. Whether the principal is or is not in the business

These two closely related factors favor finding the officials to be employees, as the dissent acknowledges. PIAA's business is providing a system of fair play for interscholastic sports. The officials are an integral part of that business. See, e.g., *Lancaster Symphony*, 357 NLRB at 1765. PIAA could not perform its business operations without the work of its officials. Indeed, a pool of qualified and certified lacrosse officials is one of the primary services that PIAA provides to its member schools. These factors strongly support finding the officials to be employees, as the dissent recognizes.

<sup>18</sup> Our colleague asserts that PIAA's restrictions on officials negotiating minimum fees are consistent with legal prohibitions on independent contractors colluding to set prices under antitrust laws. Of course, that position presumes that the officials are independent contractors. Employees' right to negotiate collectively is protected by the Act and exempt from antitrust laws. In any event, the record does not support our colleague's assertion that PIAA restricts officials' ability to negotiate minimum payments for antitrust reasons. Instead, the record shows that one of PIAA's roles is to mediate disputes over fees that arise between schools and officials. It is PIAA's interest in managing and limiting the scope of fee disputes that animated PIAA's rules on collective negotiation. Moreover, PIAA's prohibition on schools establishing maximum fees is a significant intervention into the compensation process for officials, irrespective of whether the officials are the beneficiaries. Thus, our point remains: by establishing the manner in which compensation could be negotiated and the work opportunities available to officials, PIAA is extensively involved in setting the compensation available to the officials.

<sup>19</sup> In affirming the Regional Director's conclusions with respect to this factor, we do not rely on her statement that member schools pay the officials "at PIAA's behest."

9. Whether the parties believe they are creating an independent-contractor relationship

Numerous PIAA documents state that officials are independent contractors, not employees of PIAA. However, all of those documents are unilaterally created and imposed by PIAA, which diminishes the weight to be given them. See *FedEx*, supra, slip op. at 14. We therefore find this factor is inconclusive in determining the status of the officials.

11. Whether the evidence shows the individual is rendering services as part of an independent business

In addition to the factors listed in the *Restatement*, the Board also considers the extent to which a putative contractor is, in fact, rendering services as part of an independent business with an actual (not merely theoretical) entrepreneurial opportunity for gain or loss. *FedEx*, supra, slip op. at 1. As the Regional Director found, some considerations indicate that the officials have a measure of entrepreneurial opportunity (e.g., their ability to accept or decline assignments and to officiate non-PIAA games), but these considerations are plainly outweighed by others favoring employee status. Significantly, officials do not render officiating services as part of their own enterprises, cannot hire others to perform their tasks, do not control most scheduling matters or other important business decisions, and are required to use documents that PIAA drafts and changes unilaterally. In addition, as noted above, PIAA substantially constrains the officials' ability to earn more money by, for example, limiting each official to one geographic chapter in the state. Finally, the record fails to show how many opportunities officials have to officiate in non-PIAA games, such as out-of-state games, and thus does not demonstrate that the officials have an actual (as opposed to theoretical) opportunity for gain.

These limitations place the officials in a position similar to that of the musicians in *Lancaster Symphony*. In that case, the Board stated:

The musicians are paid a set fee for a set number of rehearsals and performances. The fees are unilaterally set by the Orchestra and there are no negotiations over such fees. The musicians do not receive more or less money based on ticket sales, or how well or poorly they perform in a given performance. In addition, there is no indication that musicians can assign or sell their seat in the Orchestra....

The fact that the musicians can decide not to work in a particular program or request to work in more programs does not mean that they enjoy an opportunity for entrepreneurial gain suggesting a finding that they are

independent contractors. The choice to work more hours or faster does not turn an employee into an independent contractor. To find otherwise would suggest that employees who volunteer for overtime, employees who speed their work in order to benefit from piece-rate wages, and longshoremen who more regularly appear at the "shape up" on the docks would be independent contractors. We reject that notion.

357 NLRB at 1764–1765 (internal citation and footnote omitted). See also *Sisters' Camelot*, supra, slip op. at 5 (the fact that canvassers could decide whether to work on a given day and could increase earnings by making themselves available for more work did not favor independent-contractor status, where they had no control over important business decisions such as where they solicited donations or whether to hire or subcontract the work).<sup>20</sup> Here, too, the fact that officials may seek to increase their income by making themselves available for as many games as possible during the season does not make them independent contractors, but instead renders them analogous to employees who "shape up" more regularly. Similarly, the fact that the officials have the ability to pursue other officiating or non-officiating work does not show that they are independent contractors with entrepreneurial opportunity, but simply reflects the part-time, intermittent nature of their PIAA officiating schedule. See *Lancaster Symphony*, supra at 1765.<sup>21</sup>

Finally, reflecting common-law agency principles, we have held that being paid by the job tends to show independent-contractor status at least in part because if a contractor can do the job more quickly and efficiently, he or she may have more time or opportunity to obtain other jobs. See *DIC Animation City*, 295 NLRB 989 (finding writers who were paid a flat fee for a script were independent contractors); *Porter Drywall*, supra, slip op. at 4–5 (finding crew leaders who were paid a rate based on square footage rather than based on time, and who made important business decisions such as setting the crew size for the job, were independent contractors). In this case,

<sup>20</sup> Our colleague would find that the inability of officials to hire replacements to officiate games or otherwise sell the work assignment is not persuasive because, in his view, officials are not fungible. We note, however, that the record contains no indication that officials are chosen for regular-season games based on any factors except their PIAA-determined eligibility and their availability to officiate. In any event, our colleague cites no legal authority for his position. Notably, the Board and courts have found that the inability of workers comparable to the officials here—orchestra musicians—to sell their job assignments was an important consideration. *Lancaster Symphony*, 357 NLRB at 1764–1765.

<sup>21</sup> Assessing the entrepreneurial opportunity of the musicians in *Lancaster Symphony*, the District of Columbia Circuit described the weight given to the ability to work for other employers as miniscule and noted that, if otherwise, it "might lead to almost automatic classification of many part-time workers as contractors." 822 F.3d at 570.

however, the lacrosse game “jobs” last a certain amount of time, and there is nothing officials can do to complete each job more quickly or efficiently in order to increase their opportunity to contract for more jobs in a given time period. Like the musicians in *Lancaster Symphony* who had no ability to perform the concert “jobs” faster, the lacrosse games’ inflexible duration does not provide any entrepreneurial opportunities to maximize efficiency and increase income. 357 NLRB at 1765, fn. 8.

These considerations strongly support the conclusion that officials do not, in fact, operate independent businesses with entrepreneurial opportunity within the meaning of *FedEx* and, in turn, our overall conclusion that the officials were employees.

Finally, we reject PIAA’s contention that the Regional Director’s finding that the officials are employees departed from Board precedent, specifically, the Board’s decision in *Big East*, 282 NLRB 335 (1986). Decided 30 years ago, *Big East* pre-dates both the Board’s decision in *FedEx* and what the *FedEx* Board correctly described (361 NLRB No. 55, slip op. at 2) as the Board’s “seminal decision” in the independent-contractor area, *Roadway Package System*, 326 NLRB 842, decided in 1998. In *Big East*, the Board affirmed the ALJ’s finding that, on the facts of that case, the college basketball officials in the proposed unit were independent contractors. Contrary to our dissenting colleague’s treatment of this issue, the decision did not announce a per se rule that sporting officials are independent contractors; rather, it recognized that each case raising employee-status issues must be decided on its own facts. Indeed, a categorical exclusion would be inconsistent with the Board’s longstanding analytical approach. For example, the Board has examined whether cab drivers and truck drivers were employees or independent contractors many times, and the outcome has turned on a careful, case-specific examination of the relevant facts, not an industry-wide classification. Compare *Mitchell Bros. Truck Lines*, 249 NLRB 476, 480 (1980) (finding truck owner-operators to be employees) with *Austin Tupler Trucking*, 261 NLRB 183, 185 (1982) (truck owner-operators were independent contractors); also compare *City Cab Co. of Orlando I*, 242 NLRB 94 (1979), enf’d. 628 F.2d 261 (D.C. Cir. 1980) (taxi drivers were employees) with *City Cab Co. of Orlando II*, 285 NLRB 1191, 1209 (1987) (finding that the same taxi drivers considered in the previous case were now properly categorized as contractors because there were significant factual changes that compelled a different outcome). As the Board has explained, in evaluating independent-contractor status, “the weight to be given a particular factor or group of factors depends on the factual circumstances of each case.” *FedEx*, supra, slip op. at

2, citing *Roadway*, supra, 326 NLRB at 850. This principle is well established. See *id.* at fn. 10 (collecting cases). See also *Austin Tupler Trucking*, 261 NLRB at 184, decided before *Big East*, where the Board had observed that

[T]he same set of factors that was decisive in one case may be unpersuasive when balanced against a different set of opposing factors. And though the same factor may be present in different cases, it may be entitled to unequal weight in each because the factual background leads to an analysis that makes that factor more meaningful in one case than in the other.

The *Big East* decision, then, neither permits nor requires the Board to dispense with a careful analysis of the record in this case. As we now explain, there are decisive differences in the relationship between the officials and the putative employer in *Big East* as compared to the lacrosse officials and PIAA.

*Big East* involved officials of the Eastern College Basketball Association (ECBA), who, similar to PIAA’s lacrosse officials, possessed certain skills, paid for their own uniforms and equipment, and were paid on a per-game basis. They could also choose to make themselves available for more or fewer ECBA games, officiate at non-ECBA games, and pursue other, non-officiating employment. We have addressed similar considerations in our analysis here, and those similarities must also be weighed against important differences between the officials here and those in *Big East*.

The administrative law judge in *Big East* acknowledged that the case was close,<sup>22</sup> but found that the basketball officials were independent contractors who sold their skill and expertise, with “some control” over their earnings. 282 NLRB at 345. In significant part, the judge relied on the role of the Collegiate Basketball Officials Association (CBOA) which represented the officials in their dealings with ECBA. CBOA—as the officials’ group—played an unusually active role in determining who would be eligible for assignment to ECBA games.<sup>23</sup> CBOA also negotiated agreements with ECBA on an annual basis, which included a fee payment schedule and

<sup>22</sup> The judge described the case as “not unlike most in this area that present very close mixed questions of law and fact,” noting that “[d]ifferent adjudicators can look at the same facts and come to different results,” and called the decision “a close one and not entirely free from doubt.” 282 NLRB at 345.

<sup>23</sup> Initially, officials could join CBOA only if they had already been “approved” by another officials’ organization and passed its tests, and then CBOA would then determine whether they were medically fit to officiate. Further, CBOA’s evaluation of officials’ performance during the season constituted 40 percent of their yearly ranking, which in turn affected their eligibility for ECBA assignments in the following season.



independent contractor language, and provided liability insurance for its official-members. The judge pointed to the CBOA's "cooperative" role to highlight what ECBA did *not* do as a putative employer.<sup>24</sup>

There is, of course, no similar group in this case that mitigates PIAA's control in the way the CBOA mitigated the ECBA's control over the officials in *Big East*. Specifically, whereas CBOA pre-screened officials for initial eligibility, PIAA itself tests and selects its own list of registered officials eligible for game assignments. Furthermore, PIAA's own chapters—which it charters and which it can abolish—provide ongoing training to officials and may evaluate their work during the regular-season games, with no input from an independent officials' group like CBOA. Unlike *Big East*, where CBOA and ECBA worked cooperatively to enforce standards for officials' behavior, PIAA alone has authority to investigate and discipline or remove its lacrosse officials. In addition, unlike the situation in *Big East*, where CBOA provided liability insurance via the officials' dues, PIAA itself provides liability insurance to its officials, which is an indication of employer status. *Porter Drywall*, supra, slip op. at 3.<sup>25</sup>

In any case, the Board's analysis of independent contractor status has evolved considerably in the 30 years since *Big East* was decided. Certain factors that were significant in *Big East* no longer favor independent contractor status in light of our subsequent decisions. The judge in *Big East* found that the officials "seem[ed] to

operate their own independent business" because they had other full-time jobs and could refuse to accept ECBA games at their discretion. 282 NLRB at 343, 345. In *FedEx*, however, the Board explained that the critical inquiry in evaluating entrepreneurial opportunity is whether the putative contractor has a realistic opportunity to provide similar services for other companies, has a proprietary interest in her work, and has control over important business decisions. 361 NLRB No. 55, slip op. at 12. The *Big East* decision does not conform to that analysis. It did not inquire whether the entrepreneurial opportunities were actual (or merely theoretical) or consider constraints imposed by the employer. It did not consider whether the officials had a proprietary interest in their work or whether they had control over important business decisions. Instead, in a way that is inconsistent with recent cases, it relied on the fact that officials could work more hours, block off certain dates, and work for multiple employees. Under our current jurisprudence, we think it is clear that the entrepreneurial opportunity factor would favor employee status, rather than independent contractor status. E.g., *Lancaster Symphony*, 357 NLRB at 1765; *Sisters' Camelot*, supra, slip op. at 5.<sup>26</sup>

Given the factual distinctions between this case and *Big East*, as well as the evolution in Board law since *Big East* was decided, we have no difficulty in rejecting PIAA's argument that that decision dictates the outcome here.

## CONCLUSION

Weighing all the incidents of the officials' relationship with PIAA, we affirm the Regional Director's finding that PIAA has not met its burden of proving that the officials are independent contractors rather than employees. In particular, we find that the officials' employee status is well substantiated by the extent of PIAA's control over the officials, the integral nature of the officials' work to PIAA's regular business, PIAA's supervision of the officials, the method of payment, and the fact that the officials do not render their services as part of an independent business. We also find that the connection between the officials' skills and PIAA's essential functions, as well as PIAA's role in developing those skills, further supports a finding of employee status. But even if that factor were inconclusive, we still would find that the overall weight of the factors favoring employee status

<sup>24</sup> For example, ECBA's agreement with CBOA appeared to constrain its ability to cancel assignments or terminate officials. 282 NLRB at 344. Moreover, because of CBOA's role in pre-screening officials, ECBA, "unlike the usual employer," did not "employ inexperienced individuals or unilaterally undertake a training program of its own." *Id.* at 343.

<sup>25</sup> In agreeing with the judge that the officials were independent contractors, however, the *Big East* Board found "it unnecessary to rely on his finding that the officials' capacity to affect their working conditions by negotiating through an agent, the CBOA, supports the inference that they are independent contractors." *Id.* at 335 fn. 1. Of course, since statutory employees may also affect their working conditions by negotiating via an "agent," (e.g., a labor organization) that fact alone does not support a finding of independent-contractor status. CBOA, though, engaged in functions beyond negotiating as an agent. As described, CBOA played a major role in determining whether officials were eligible to work games and in evaluating officials' performance, thereby assuming responsibilities that are typically the sole purview of the employer. It was through this quasi-employer role—which has no parallel for PIAA officials—that CBOA limited ECBA's control over the officials' work. This distinctive role is also reflected in the "general agreement" between the CBOA and the ECBA, which, according to the judge, did not appear to be a traditional collective-bargaining agreement. *Id.* at 343. By circumscribing aspects of the judge's analysis, the Board was, in our view, merely trying to reinforce the general observation that employees' ability to influence their terms and conditions of employment through collective bargaining does not lessen the extent of control an employer has over putative employees.

<sup>26</sup> Notably, on review of *Big East*, the Third Circuit described the judge's finding of entrepreneurship as "unavailing," in that the officials had no guarantee of receiving many assignments and thus had no real ability to increase their income, and that leaving dates "open" for ECBA closed those dates for other potential business opportunities. 836 F.2d at 149.

exceeds that of the factors suggesting an independent contractor relationship. Accordingly, we find that PIAA has not carried its burden of establishing that the officials are independent contractors; instead, they are employees.

#### ORDER

This proceeding is remanded to the Regional Director for appropriate action consistent with this Decision and Order.

Dated, Washington, D.C. July 11, 2017

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Mark Gaston Pearce,	Member
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Lauren McFerran,	Member
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(SEAL) NATIONAL LABOR RELATIONS BOARD

CHAIRMAN MISCIMARRA, dissenting.

Pennsylvania Interscholastic Athletic Association (PIAA) was created in 1913 to serve as the governing body for interscholastic sports in the Commonwealth of Pennsylvania. Among other things, the PIAA provides a pool of “registered sports officials” to serve as referees for the various sports it governs. The petition at issue in this case seeks a unit of lacrosse referees who officiate at games in two PIAA districts in Western Pennsylvania. That petition raises two issues: (1) whether the Board has jurisdiction over the PIAA, and (2) whether the lacrosse officials are independent contractors rather than employees under Section 2(3) of the Act.

The Regional Director found that the Board has jurisdiction over the PIAA and that the lacrosse officials are statutory employees and not independent contractors. A Board majority, over my dissent, denied review of the jurisdictional issue; and now, the Board majority affirms the Regional Director’s determination that the lacrosse officials are employees and not independent contractors.

For the reasons explained below, I remain convinced that the Board should grant review regarding the potential lack of jurisdiction here because this case gives rise to substantial questions about whether the PIAA is a “political subdivision” of the Commonwealth of Pennsylvania and, alternatively, whether the Board should decline jurisdiction over state interscholastic sports governing bodies as a class pursuant to Section 14(c)(1) of the Act. Also, I believe that the petition should be dismissed in any event because the PIAA lacrosse officials are independent contractors rather than employees.

#### A. *The PIAA’s Potential Status as a “Political Subdivision” Over Which the NLRB Lacks Jurisdiction*

Section 2(2) of the National Labor Relations Act (NLRA or Act) defines the term *employer* as “any person acting as an agent of an employer, directly or indirectly, but [the term] shall not include the United States or any wholly owned Government corporation, or any Federal Reserve Bank, or any State or political subdivision thereof.” In *NLRB v. Natural Gas Utility District of Hawkins County*, 402 U.S. 600, 604 (1971), the Supreme Court held that entities are “political subdivisions” of a state if they are “either (1) created directly by the state, so as to constitute departments or administrative arms of the government, or (2) administered by individuals who are responsible to public officials or to the general electorate.”

The PIAA was created in 1913 by a group of high school principals, but today it is governed by the Interscholastic Athletics Accountability Act, also known as Act 91, a comprehensive state law that regulates its operations. The composition of its 31-member Board of Directors is determined by its Constitution. One member of the Board is appointed by the Commonwealth of Pennsylvania’s Secretary of Education, while the remaining members represent various interest groups related to interscholastic sports. The vast majority of the PIAA’s 1600 member schools, and the membership of the various groups that appoint members to its Board, are public schools.

All 50 states have governing bodies similar to the PIAA that closely control and ensure the quality, fairness and competitiveness of high school sports in their state.<sup>1</sup> About 90 percent of the nation’s K-12 students attend public schools.<sup>2</sup> It follows that state high school sports associations are dominated by public high schools. Courts have consistently held that state high school sports associations are “state actors,” i.e., entities exercising state government authority and power. See, e.g., *Brentwood Academy v. Tennessee Secondary School Athletic Association*, 531 U.S. 288 (2001) (holding that high school sports association is state actor based in part on its domination by public schools represented by “their officials acting in their official capacity to provide an integral element of secondary public schooling”); *Moreland v. Western Penn. Interscholastic Athletic League*, 572 F.2d 121, 125 (3d Cir. 1978) (holding that the PIAA is state actor).

<sup>1</sup> <http://www.nfhs.org/resources/state> association-listing (last visited 2/14/2017).

<sup>2</sup> Council for American Private Education, <http://www.capenet.org/facts.html> (last visited 2/14/2017).

I believe that these facts raise a substantial issue warranting review regarding whether the PIAA is exempt from the Board's jurisdiction as a political subdivision of the Commonwealth of Pennsylvania, and whether the Board should, in any event, decline jurisdiction over state interscholastic sports governing bodies as a class pursuant to Section 14(c)(1) of the Act. See *Hyde Leadership Charter School–Brooklyn*, 364 NLRB No. 88, slip op. at 9–16 (2016) (Member Miscimarra, dissenting); *The Pennsylvania Virtual Charter School*, 364 NLRB No. 87, slip op. at 11–18 (2016) (Member Miscimarra, dissenting).

In addition, I believe that the relationship between the PIAA lacrosse officials and the public high schools whose games they officiate also raises an issue warranting review with respect to the Board's jurisdiction. See *Airway Cleaners, LLC*, 363 NLRB No. 166, slip op. at 2–3 (2016) (Member Miscimarra, concurring) (explaining that putative employer's joint-employer status with exempt entity raises issue regarding Board's jurisdiction); *Northwestern University*, 362 NLRB No. 167 (2015) (Board declined to exercise jurisdiction over football players at private university where rest of conference and large majority of other Division I schools were public universities outside the Board's jurisdiction). Under either the broad joint-employer test adopted by a Board majority in *BFI Newby Island Recyclery (Browning-Ferris Industries)*, 362 NLRB No. 186 (2015) (*Browning-Ferris*),<sup>3</sup> or under the narrower test applied in pre-*Browning-Ferris* joint-employer precedent, there is substantial reason to believe that if the PIAA is an employer of the lacrosse officials at issue here, the public high schools whose games they officiate, whose coaches evaluate them, and who pay them are joint employers. Moreover, because this issue is jurisdictional, I believe that it is properly before the Board regardless of whether it was raised before the Regional Director.

*B. The Pittsburgh Area High School Lacrosse Officials Are Independent Contractors.*

The Section 2(3) definition of the term *employee* expressly excludes “independent contractors.” The Supreme Court long ago established that the “independent contractor vs. employee” determination must be based on the common law of agency. *NLRB v. United Insurance Co.*, 390 U.S. 254, 256 (1968). No one common-law factor by itself is determinative. *Id.* The following non-exclusive list of factors governs this determination:

(a) the extent of control which, by the agreement, the master may exercise over the details of the work; (b) whether or not the one employed is engaged in a distinct occupation or business; (c) the kind of occupation, with reference to whether, in the locality, the work is usually done under the direction of the employer or by a specialist without supervision; (d) the skill required in the particular occupation; (e) whether the employer or the workman supplies the instrumentalities, tools, and the place of work for the person doing the work; (f) the length of time for which the person is employed; (g) the method of payment, whether by the time or by the job; (h) whether or not the work is a part of the regular business of the employer; (i) whether or not the parties believe they are creating the relation of master and servant; and (j) whether the principal is or is not in business.

Restatement (Second) of Agency § 220(2) (1958); see *Nationwide Mutual Insurance Co. v. Darden*, 503 U.S. 318, 322–326 (1992).

In *FedEx Home Delivery*, 361 NLRB No. 55 (2014), enf. denied 849 F.3d 1123 (D.C. Cir. Mar. 3, 2017), petition for rehearing en banc denied No. 14-1196 (June 23, 2017), the Board reiterated that all 10 factors must be considered and that they should be assessed along with consideration of whether the relationship offers “significant opportunity for entrepreneurial gain or loss.” *Id.*, slip op. at 3. However, former Member Johnson criticized the Board majority's independent contractor analysis in *FedEx Home Delivery*—which resulted in a finding that the petitioned-for individuals there were employees, not independent contractors—based on former Member Johnson's view that the majority had wrongly “diminished the significance of entrepreneurial opportunity and selectively overemphasize[d] the significance of ‘right to control’ factors relevant to perceived economic dependency.” *Id.*, slip op. at 20; see generally *id.*, slip op. at 20–33 (Member Johnson, dissenting). On appeal, the Court of Appeals for the D.C. Circuit refused to defer to the Board majority's finding of employee status, based on the court's view that the majority had impermissibly refused to follow the court's materially indistinguishable decision in *FedEx Home Delivery v. NLRB*, 563 F.3d 492 (D.C. Cir. 2009) (*FedEx I*). See 849 F.3d at 1127–1128. I have previously expressed my agreement with former Member Johnson's criticisms of the expanded employee definition applied in *FedEx Home Delivery*.<sup>4</sup> In the instant case, when the common law factors are properly applied, I believe that the record supports a finding that

<sup>3</sup> Former Member Johnson and I dissented from the Board majority's expanded definition of joint-employer status in *Browning-Ferris*. See 362 NLRB No. 186, slip op. at 21–50 (Members Miscimarra and Johnson, dissenting).

<sup>4</sup> See *Browning-Ferris*, 362 NLRB No. 186, slip op. at 26 fn. 24 (Members Miscimarra and Johnson, dissenting).

the lacrosse officials are independent contractors, not employees.

1. *Extent of Control.* Lacrosse officials exercise broad judgment and independent discretion when officiating a game. This critical point is obvious to anyone who has ever watched an athletic contest. Whether to count a scoring play (in lacrosse, a goal) or to call a rule violation, and what penalty or sanction to impose, are entirely within an official's unreviewable discretion. The PIAA has no control over these matters, and such lack of detailed control is compelling support for finding the officials to be independent contractors. See, e.g., *Porter Drywall, Inc.*, 362 NLRB No. 6, slip op. at 3 (2015) (finding that control factor, especially discretion in how to complete work, supports independent contractor status); *Pennsylvania Academy of the Fine Arts*, 343 NLRB 846, 847 (2004) (finding models to be independent contractors given their discretion in how to achieve results).

Regular season games are scheduled by the participating schools, not the PIAA, which has no control over when the game starts, where it is played, or how long it lasts. The PIAA does not assign lacrosse officials to referee particular regular season games; instead, one of the participating schools (usually the "home" team) makes its schedule available to the officials either directly or through an "assignor." Officials are entirely free to accept or reject game assignments. See, e.g., *Crew One Productions, Inc. v. NLRB*, 811 F.3d 1305 (11th Cir. 2016), denying enf. to 361 NLRB No. 8 (2015) (freedom to accept or reject work assignments is a telling characteristic of independent contractors); *Pennsylvania Academy of the Fine Arts*, 343 NLRB at 847 (same).<sup>5</sup>

My colleagues find that this factor supports employee status, and they emphasize that the PIAA directs the lacrosse officials to enforce the rules of lacrosse, to wear official uniforms, and to use good "officiating mechanics" on the field. With all due respect to my colleagues, I believe this finding defies common sense for a simple reason: in every team sport—regardless of whether officials are independent contractors or employees, and if the latter, regardless of who is the employer—there must be a common understanding of the rules of the game. Therefore, when two teams play a game of lacrosse, everybody expects the officials to apply the rules of lacrosse, and likewise, it is hardly indicative of employee versus independent contractor status that the officials would wear uniforms and use standard "officiating mechanics."

<sup>5</sup> The court of appeals denied enforcement of the Board majority's finding in *Crew One* that the disputed stagehands were employees of the company that referred them to jobs. I relevantly dissented in *Crew One*, and I agree with the court's assessment of the case and its conclusion that the stagehands were independent contractors.

These things are required by the very nature of competitive team sports.<sup>6</sup> Therefore, these considerations beg the question of whether the officials are independent contractors or employees. Moreover, to the extent it is relevant that the high school lacrosse officials are required to apply the rules of lacrosse and use proper techniques, it is significant that these rules and techniques are not devised by the PIAA. Rather, the rules governing high school lacrosse, standard officiating techniques and periodic rules interpretations instead are promulgated by the National Federation of State High School Associations ("Federation").<sup>7</sup> My colleagues' suggestion that the PIAA creates its own rules, issues its own rules updates and develops its own officiating mechanics paints a distorted picture of PIAA control where, in fact, there is almost none. In short, I believe it defies reason and logic to find that the lacrosse officials here are employees rather than independent contractors because they are expected by everyone—not merely the PIAA—to act like officials, to be recognizable as officials (by wearing the uniform of an official), and to adhere to the established rules governing high school lacrosse.

The majority also reasons that the PIAA has the authority to discipline a lacrosse official for various infractions. However, there is no evidence that the PIAA has ever *exercised* any right to impose discipline. In other contexts when the Board evaluates the appropriateness of asserting jurisdiction (e.g., when evaluating alleged supervisory or managerial status), the Board has required evidence that control or authority has been exercised.<sup>8</sup>

<sup>6</sup> See, e.g., *Harvey v. Ouachita Parish School Board*, 545 So.2d 1241, 1243 (La. Ct. App. 1989) (rejecting claim that high school sports officials were employees and stating, "In order to have competition, there must be some structure or framework within which to conduct that competition.").

<sup>7</sup> The Federation submitted an amicus brief explaining its rules promulgation role. See also *Lynch v. Workmen's Comp. Appeal Bd.*, 554 A.2d 159, 161 (Pa. Commw. Ct. 1989) (finding that the Federation, not the PIAA, issued high school athletic rules and officials' manuals), appeal denied 578 A.2d 416 (Pa. 1990); *Gale v. Greater Washington Softball Umpire's Association*, 19 Md. App. 481, 311 A.2d 817 (1973) (rules issued by Amateur Softball Association do not evidence control of umpires association).

<sup>8</sup> See, e.g., *Pacific Lutheran University*, 361 NLRB No. 157, slip op. at 24 (2014) ("In order for decisions in a particular policy area to be attributed to the faculty, the party asserting managerial status must demonstrate that faculty actually exercise control or make effective recommendations."); *Lucky Cab Co.*, 360 NLRB 271, 273 (2014) ("We reject, therefore, the judge's reliance on 'paper authority' set forth in the handbook, in light of the contrary evidence of the road supervisors' actual practice.").

In *Browning-Ferris*, 362 NLRB No. 186, slip op. at 14, the Board majority abandoned its reliance on the actual exercise of authority when evaluating joint-employer status, and the majority held that joint-employer status can result merely from "reserved authority" where the potential control is "indirect." I disagree with this departure from well-



Indeed, in *FedEx Home Delivery* itself, the Board majority indicated that it would consider only actual, as opposed to potential, entrepreneurial opportunity as probative of independent contractor status. 361 NLRB No. 165, slip op. at 10 (“The Board has been careful to distinguish between actual opportunities, which allow for the exercise of genuine entrepreneurial autonomy, and those that are circumscribed or effectively blocked by the employer.”). If the Board will not attach significance to potential authority when it fails to support employee status, then the Board may not validly rely on such potential authority here.

My colleagues argue that their double standard is justified by “the Act’s preference for the inclusion of workers as employees under the Act’s protection” and the Board’s “experience.” This ignores the Supreme Court’s explicit rejection of such a policy-driven approach and its requirement, instead, that the Board adhere to common law agency principles in applying the Section 2(3) definition of “employee.” See *United Insurance*, supra, 390 U.S. at 256. The Court further noted that this common law agency analysis did *not* involve any “special administrative expertise” by the Board. See *id.* at 260. Where, as here, the Board goes beyond the boundaries of those common law principles, it exceeds its jurisdiction and exercises power outside of “channels intended by Congress.” *FedEx I*, supra, 563 F.3d at 496 (internal quotation omitted). As Judge Friendly aptly observed in *Lorenz Schneider Co. v. NLRB*, 517 F.2d 445, 445 fn. 1 (2d Cir. 1975):

The legislative history of the Taft-Hartley Act reveals a clear desire on the part of Congress to restrain the tendency of courts, as evidenced in the *Hearst Publications* decision, to bow to the supposed expertness of the Board in its assessment whether a particular group should be considered employees for purposes of s 2(3) of the National Labor Relations Act. By its amendment to s 2(3) Congress indicated that the question whether or not a person is an employee is always a question of

established Board and court case law for the reasons expressed in the *Browning-Ferris* dissent. *Id.*, slip op. at 25–32, 35–43 (Members Miscimarra and Johnson, dissenting).

Additionally, neither *Friendly Cab Co.*, 341 NLRB 722, 724 (2004), enf’d, 512 F.3d 1090 (9th Cir. 2008), nor *NLRB v. Associated Diamond Cabs*, 702 F.2d 912, 920 (11th Cir. 1983), cited by the majority, supports their position. The former relied on instances of actual discipline as support for finding taxi drivers to be employees, while the latter held (contrary to the Board) that the disputed taxi drivers were independent contractors. In so ruling, the court noted that an unenforced right to control the cleanliness of cabs showed only a “minor degree” of control, and it emphasized that, as in this case, there was no evidence that the putative employer had disciplined drivers. 702 F.2d at 921–922, 924.

law, since the term is not meant to embrace persons outside that category under the general principles of the law of agency.

(Internal quotations and citations omitted.)

In any event, if lacrosse officials exhibit bias, incompetence or unfairness in their officiating, the possibility that the PIAA might be required to take some type of action does not mean the officials are employees as opposed to independent contractors. Like the existence of the rules themselves, these standards are required by the very nature of competitive team sports. If the officials commit recurring mistakes or misdeeds, they would face adverse consequences regardless of whether they are employees or independent contractors. Focusing specifically on extent of control, abundant case law indicates that officials are extremely independent and have broad and unreviewable discretion, which strongly support finding independent contractor status. *Sushnet, Are Amateur Sports Officials Employees?*, 12 Sports Law J. 123, 136–141 (Spring 2005) (discussing cases and citing Donald C. Collins, National Assn. of Sports Officials, Special Report: Officials & Independent Contractor Status (1999)). See *Lynch v. Workmen’s Comp. Appeal Bd.*, supra, 554 A.2d at 159 fn. 2, 161–163 (holding that PIAA high school football official was independent contractor, citing, among several factors, his discretion over in-game officiating decisions); *Gale v. Greater Washington Softball Umpire’s Association*, supra, 311 A.2d at 821–822 (softball umpire was independent contractor where umpire’s association had no control over the way he officiated a given game).<sup>9</sup>

<sup>9</sup> Likewise, applying common law agency criteria, the United States District Court for the Western District of Pennsylvania held that no rational trier of fact could find that a high school basketball official was a PIAA regular-season employee. *Kemether v. Pennsylvania Interscholastic Athletic Association, Inc.*, 15 F. Supp. 2d 740, 757–759 (W.D. Pa. 1998). Additionally, viewing this as a Pennsylvania public labor law matter, the Pennsylvania Labor Relations Board ruled that PIAA high school football officials were independent contractors. *PIAA*, 11 PPER ¶11284, 1980 WL 609341 (1980). That decision, as well, was based on the same common law agency factors applicable to independent contractor vs. employee cases under the Act, and the state administrative tribunal cited our case law.

In addition to the court consensus that amateur sports officials are independent contractors, 11 states have enacted legislation providing that such officials are independent contractors. *Sushnet*, supra, 12 Sports Law J. at 137 & fn. 107.

My colleagues state that they consider, but do not give controlling weight to, “rulings by other governmental bodies.” In fact, the majority effectively gives no weight at all to the many federal court and state court decisions, legislative enactments and administrative rulings declaring that amateur sports officials are independent contractors. My colleagues suggest that different standards may have applied in those cases. But they offer not a single example where that was so, and virtually all courts and administrative tribunals adhere to the Second Re-

2. *Distinct Occupation or Business.* I agree with my colleagues that the work of the lacrosse officials is an essential part of the PIAA's normal operations, a fact that supports employee status. On the other hand, the PIAA places no restriction on the ability of lacrosse officials to officiate games for entities other than the PIAA. On balance, I believe that this factor is inconclusive.

3. *Supervision.* The shutter-click exercise of independent judgment that is inherent in sports officiating is especially applicable to lacrosse. This is an unusually fast-paced sport that requires officials to make countless snap decisions during games, based solely on their familiarity with the rules and their personal judgments.<sup>10</sup> Further, lacrosse is a contact sport, and how an official calls a game can have serious physical consequences for the players. It is all the more telling, then, that the PIAA does not closely, or even loosely, supervise high school lacrosse officials. The record reflects that the PIAA supervisors *never* watch or otherwise monitor the officials' work in regular season games, and officials' calls cannot be directly appealed. Thus, contrary to my colleagues' assertion, the PIAA does not review either specific in-game calls or the officials' "body of work as a whole." The coaches of the competing teams, not the PIAA, submit the only evaluations of officials' regular season work.<sup>11</sup> Accordingly, this factor strongly favors independent contractor status.

When evaluating whether the lacrosse officials are independent contractors rather than employees, my colleagues discount the near-total absence of oversight and supervision on the basis that the lack of direct supervi-

statement § 220 common law agency test in deciding independent contractor versus employee status. Also, as support for finding the officials here to be PIAA employees, the majority relies on a 1957 IRS letter ruling about college sports officials. As my colleagues concede, however, the IRS issued a subsequent (1967) letter ruling in which it found that amateur sports officials *were* independent contractors. Rev. Rul. 67-119, 1967-1 C.B. 284. In any event, the Board declined to rely on an IRS letter ruling in *Lorenz Schneider Co.*, 209 NLRB 190, 191 fn. 5 (1974), enf. denied 517 F.2d 445 (2d Cir. 1975), a case cited by the majority, because the IRS's determination was not based on a full record. Of course, there were such complete records in the many federal and state court cases that have found amateur sports officials to be independent contractors.

<sup>10</sup> Lacrosse is widely known as the "Fastest Game on Two Feet." <https://www.usalacrosse.org> (last visited Feb. 14, 2017).

<sup>11</sup> While the PIAA has established an evaluation system for officials' post-season work, this process does not evidence employee status because it is specifically mandated by state law. See Pennsylvania Interscholastic Athletics Accountability Act, P.L. 672, No. 91, § 1604-A(7) (The PIAA shall "[a]dopt an evaluation system for game officials at district, interdistrict and championship competitions and utilize that evaluation system in the selection of individuals to officiate those contests."). See *NLRB v. Associated Diamond Cabs*, supra, 702 F.2d at 922 ("[E]mployer imposed regulations that incorporate governmental regulations do not evidence an employee-employer relationship . . .").

sion "reflects the nature of officiating, rather than suggesting independent contractor status." I disagree with my colleagues' analysis of this factor for two reasons. First, in my view, it is unreasonable to *disregard* the nature of officiating when minimizing the significance of control, and then to *invoke* the nature of officiating to explain away the lack of supervision (which, as noted above, strongly undermines any finding of employee status here).<sup>12</sup> Second, I believe my colleagues are incorrect as a matter of law: the lack of oversight and supervision, even in the context of officiating, has been relied upon as a significant consideration that favors independent contractor status. See *Big East Conference*, 282 NLRB 335, 344 (1986) (basketball officials were independent contractors based in part on limited supervision exercised by putative employer), enf. sub nom. *Collegiate Basketball Officials Assn., Inc. v. NLRB*, 836 F.2d 143 (3d Cir. 1987).<sup>13</sup>

The majority and the Regional Director stress repeatedly that the PIAA assigns officials to playoff games. But these playoff games represent an extremely small portion of any official's work, and a given lacrosse official may work (at most) two or three post-season games.<sup>14</sup> Cf. *Porter Drywall*, supra, slip op. at 5 (employer's direct payment to crew members on small percentage of jobs covered by Davis-Bacon Act would not mandate a different result).

4. *Skill Required.* It cannot be seriously disputed that lacrosse officiating requires considerable skill. This officiating does not involve rote tasks that can be mechanically performed according to detailed directions. Thorough knowledge of the rules, familiarity with the standard signals, practice and experience can improve an offi-

<sup>12</sup> As noted above, the existence of detailed rules of play and the requirement that lacrosse officials enforce those rules also "reflects the nature of officiating," yet my colleagues cite those requirements as evidence of employee status. There is no valid basis for deeming aspects of the PIAA-lacrosse official relationship that are inherent in the nature of sports officiating relevant only if they support employee status.

<sup>13</sup> My colleagues' unsupported finding also ignores the contemporary practice of instant replay review of game officials' calls by the National Football League and Major League Baseball. See <http://operations.nfl.com/the-game/history-of-instant-replay/> (describing practice of supervisory personnel reviewing calls by video) (last visited Feb. 27, 2017); [http://m.mlb.com/official\\_rules/replay\\_review](http://m.mlb.com/official_rules/replay_review) (describing video review practice of Major League Baseball) (last visited Feb. 27, 2017).

<sup>14</sup> <https://www.piaa.org/assets/web/documents/2016> Boys Lacrosse Bracket (last visited Feb. 14, 2017). The Pennsylvania high school lacrosse playoffs start with just 16 teams from around the state, which compete in four rounds involving a total of 15 post-season games. If one assumes that the best officials work games in all four rounds, this means 11 playoff games for assignment to the rest of the state's officials.

cial's performance—but in the end, mental quickness and judgment separate good officials from their more pedestrian counterparts. Where skill is an essential element—which appears clearly to be the case here—the Board has found workers to be independent contractors. See, e.g., *Porter Drywall*, supra, slip op. at 4 (performance of skilled work supported finding that drywall crew leaders were independent contractors); *Pennsylvania Academy of the Fine Arts*, 343 NLRB at 847 (emphasizing “high level of skill” in finding models to be independent contractors).<sup>15</sup>

The majority discounts this factor by stating that “many types of employees covered by the Act are highly skilled . . . .” It remains undeniable, however, that “the skill required in the particular occupation” is part of the common law test for employee status. Indeed, my colleagues attach considerable weight to the *absence* of any skill requirement in determining that particular individuals are *not* independent contractors. See, e.g., *Sisters' Camelot*, supra. I believe that the Board is without authority to refuse to give weight to the *presence* of a skill requirement simply because doing so will lead to a finding that disputed individuals *are* independent contractors in a particular case. See *Lancaster Symphony Orchestra*, supra, 822 F.3d at 568 (high degree of skill suggests independent contractor status); *FedEx Home Delivery v. NLRB*, supra, 849 F.3d at 1127–1128 (courts owe no deference to NLRB determinations that particular individuals are employees and not independent contractors).

5. *Who Supplies the Instrumentalities, Tools, and Place of Work.* Lacrosse officials provide, at their own expense, uniforms, caps, game shoes, whistles, penalty flags, note cards for recording scores and penalties, and watches and clocks used to time games. The PIAA's contribution to officials' tools and equipment is confined to giving them small pocket books of the Federation-promulgated rules and cloth PIAA patches for their uniform sleeves. As noted above, the home team provides the playing field, stands and scoreboard for regular season games, while the PIAA undertakes this task solely for the limited number of playoff games held each year. This factor thus points firmly in the direction of independent contractor status. See, e.g., *FedEx Home Delivery*, supra, slip op. at 13 (evidence that workers supply

their own equipment supports independent contractor finding); *Argix Direct, Inc.*, 343 NLRB 1017, 1020 (2004) (finding drivers to be independent contractors where they supplied their own trucks).

In finding otherwise, my colleagues rely on the fact that the PIAA's rules require that lacrosse officials work games “at specified places and times.” What they mean by this is that, once an official agrees to work a game, he or she must do so at the time and place where the game is scheduled to be played. Here again, as with other indicia discussed above, this requirement is inherent in the nature of officiating competitive team sports. To state the obvious, an official can only referee a game if the official is physically present at the same time and place as the players who are playing the game. The requirement of physical presence at the same place and time as everyone else involved in a game applies to all officiating in team sports, regardless of whether the officials are independent contractors or employees. There is no valid basis for finding that this requirement demonstrates employee status. See also *Crew One Productions*, 811 F.3d at 1311 (fact that stagehands are paid hourly and required to report at specific time and check in and out did not indicate employee status).

6. *Length of Time.* As noted above, lacrosse officials receive single-game assignments, with no expectation that they will receive additional assignments over the course of a year. The defined, short-term nature of these assignments supports a finding that the officials are independent contractors. Compare *Pennsylvania Academy of the Fine Arts*, 343 NLRB at 847 (models' contracts with Academy were limited to single semester; models found to be independent contractors), with *A. S. Abell Publishing Co.*, 270 NLRB 1200, 1202 (1984) (“open-ended duration” of workers' relationship with employer weighs in favor of employee status).

My colleagues nevertheless find this factor inconclusive because, in their view, the lacrosse officials have “an expectation of continued employment with PIAA” as long as they pay their annual dues, meet the PIAA's performance standards, complete testing requirements, and attend required meetings. I disagree for two reasons. First, the prospect that an official could continue receiving assignments if he or she satisfies these many contingencies cannot reasonably be compared to the “open-ended” duration of a typical employment relationship. Second, an official is not assured of receiving even one additional assignment, or any further compensation, even if he or she does satisfy all these requirements. Instead, the record shows that “continued employment” is contingent on the official's selection for a game by a member school or, for the relatively few post-season games

<sup>15</sup> Citing *Sisters' Camelot*, 363 NLRB No. 13, slip op. at 3 (2015), the majority contends that the lacrosse officials' undisputed possession of unique skills is undermined by the fact that they receive ongoing PIAA training. In that case, however, the putative independent contractors were canvassers who solicited donations door to door, no prior experience or specialized skill was required, and the training provided was “minimal.” No facts of this character are present here, and there is no evidence that the PIAA uses its own materials (rather than the Federation's) in training officials.

played each year, by the PIAA. There is no valid basis for finding an expectation of continued employment on these facts.<sup>16</sup>

7. *Method of Payment.* Lacrosse officials are paid on a per-game basis, regardless of how long each game lasts. My colleagues correctly note that this tends to support independent contractor status. See, e.g., *Pennsylvania Academy of the Fine Arts*, 343 NLRB at 847 (flat, per-assignment fee supports independent contractor status); *Young & Rubicam International*, 226 NLRB 1271, 1274 (1976) (fixed, per-assignment payment supports independent contractor status). The fact that the PIAA does not withhold deductions from officials' pay also supports independent contractor status. *Crew One Productions, Inc.*, 811 F.3d at 1312; *Argix Direct, Inc.*, 343 NLRB at 1021 (absence of any deductions for taxes or benefits and responsibility for expenses evidences independent contractor relationship); *American Guild of Musical Artists*, 157 NLRB 735, 736 fn. 1 (1966) (focusing on lack of tax withholding in finding musicians to be independent contractors); *NLRB v. Associated Diamond Cabs*, supra, 702 F.2d at 924 fn. 3 (absence of tax withholdings reflects independent contractor status). Finally, the fact that lacrosse officials are paid for regular season games by the home team's school, not the PIAA, and that their fee is negotiated directly by the official and the school (without the PIAA's participation) cuts against a finding that the officials are employed by the PIAA, as does the fact that officials are responsible for all travel expenses.<sup>17</sup>

The majority nevertheless finds that this factor favors employee status because the PIAA determines the fee for post-season games and, in the majority's view, "directly controls the process" by which schools pay officials by

prohibiting schools or officials from establishing minimum or maximum fees. My colleagues contend that this prohibition significantly reduces the officials' ability to negotiate their compensation and is inconsistent with any claim that they are truly independent business people. To the contrary, both schools and officials, individually, can negotiate fees, and the record reflects that they have done so. Moreover, the PIAA enhances the ability of lacrosse officials to negotiate fees by prohibiting schools from colluding to set maximum fees.

Nor is there any merit to the view that prohibiting officials from colluding to set minimum fees is inconsistent with independent contractor status. Any effort by independent contractors to collectively set minimum rates would be a per se violation of the antitrust laws. *H.A. Artists & Associates, Inc. v. Actors' Equity Association*, 451 U.S. 704, 717 fn. 20 (1981) (labor antitrust exemption inapplicable to "independent contractor or entrepreneur"); *Meyer v. Kalanick*, 174 F. Supp. 3d 817 (S.D.N.Y. 2016) (allegations that Uber platform established agreement among Uber drivers to set fares stated claim for violation of Sherman Act where drivers were alleged to be independent contractors). Accordingly, the prohibition on officials collectively setting minimum fees is not only consistent with independent contractor status but does no more than what the antitrust laws require.<sup>18</sup>

8. *Regular Business of the Employer, Principal in the Business, and Parties' Mutual Understanding.* As noted above, the services provided by the lacrosse officials are, along with many other important functions, an integral part of the PIAA's operations, a fact that supports employee status. On the other hand, the parties plainly understand the lacrosse officials to be independent contractors. The PIAA standard game contract expressly states that the contracting home team (which, it must be remembered, is usually a public high school) and the official are entering into an independent contractor relation-

<sup>16</sup> *Lancaster Symphony Orchestra*, 357 NLRB 1761, 1766 (2011), enf'd, 822 F.3d 563 (D.C. Cir. 2016), cited by my colleagues for this point, provides no support for their position. There, musicians were hired to work for the orchestra for specific programs for a 1-year term, which favored independent contractor status. The Board majority found that this was counterbalanced by evidence that many of them returned year after year and worked for the orchestra for long periods of time. Significantly, however, the musicians at issue in that case were offered employment in subsequent years solely on the basis of their having played for the orchestra in prior years. *Id.* at 1761. As noted above, PIAA lacrosse officials must satisfy numerous requirements before receiving such offers.

<sup>17</sup> Based on almost identical facts, a state court found that "[i]t is clear, at least in regular season games, that the schools themselves conduct the games and hire the officials. Thus, the officials are not the agents or servants of the [state high school sports association]." *Harvey v. Ouachita Parish School Board*, 545 So. 2d at 1243. See also *Wadler v. Eastern Collegiate Athletic Conference*, 2003 WL 21961119 (S.D.N.Y. 2003) (unreported federal district court decision holding that college baseball umpire was not employee of conference because he was paid by member schools for which he umpired).

<sup>18</sup> My colleagues dismiss the significance of applicable antitrust requirements on the grounds that the PIAA was not shown to have been motivated by those concerns when it adopted its anti-collusion rules. In this respect, however, I believe my colleagues improperly import a "motivation" analysis into the common law of agency. The point remains that the PIAA's rules do not demonstrate that it controls how officials are paid when those rules impose no limits beyond what the law requires. Again, "employer imposed regulations that incorporate governmental regulations do not evidence an employee-employer relationship . . . ." *NLRB v. Associated Diamond Cabs*, supra, 702 F.2d at 922.

The PIAA does pay officials for playoff games and determines the amount it will pay. But, as noted above, the playoffs represent a small number of games and, even with respect to those games, officials are still paid on a per-game basis, with no withholding of deductions, and they are still responsible for their travel expenses. In these circumstances, the PIAA's payments to a few officials for two or three playoff games do not meaningfully support employee status.



ship. As noted above, the payment, withholding, benefit, and expense arrangements are exactly what one would expect for an independent contractor. Moreover, as also discussed above, a Pennsylvania state court, a federal court in a PIAA case, and other state courts have routinely ruled that high school sports officials are independent contractors. Nothing in this record or in the body of relevant law would lead a high school lacrosse official to believe that she or he was anything other than an independent contractor. See *Crew One Productions, Inc.*, 811 F.3d at 1312 (independent contractor agreements evidence of intent to form independent contractor relationship).

9. *Independent Business.* PIAA lacrosse officials may only work as lacrosse officials at PIAA games in one PIAA district at a time, but they are free to officiate at non-PIAA games wherever they wish and to referee PIAA games in any other sport in any PIAA district. Moreover, the lacrosse officials can and do hold other forms of outside employment. Those jobs are their primary employment. Indeed, this is an obvious necessity, since the regular season is only about 14 games long and officials generally receive around \$70 per game. In this regard, the record shows that at least one lacrosse official was a lawyer and another was an NLRB field examiner.

These facts all support a finding of independent contractor status, yet my colleagues nevertheless find that this factor favors a finding that lacrosse officials are employees. Here, the majority points to the fact that the lacrosse officials do not render services as part of their own enterprise and cannot hire others to perform their tasks, as well as to the lack of evidence of “actual (as opposed to theoretical) opportunity for gain.” Here as well, I believe my colleagues’ findings disregard the nature of officiating a team sport. Referees must be qualified and impartial. Officials provided by the PIAA meet these essential requirements because the PIAA certifies officials’ qualifications under its status as the governing body for interscholastic sports in Pennsylvania, and because its governance structure makes it independent of any particular school or individual. *Lynch v. Workman’s Comp. Appeal Bd.*, 554 A.2d at 162 (“[T]he very essence of the officials’ position during a game requires that the officials be free from control by the District, the home team, or its opponent.”). Persons purporting to offer officiating services as part of their own enterprise, or persons hired by a PIAA official to officiate in his or her place, cannot provide those same assurances. See also *Collegiate Basketball Officials Assn., Inc. v. NLRB*, 836 F.2d 143, 147 (3d Cir. 1987) (“That officials may not choose their own substitutes—usually indicative of em-

ployee status—here argues the uniqueness of the official’s skill. Simply, the officials are not fungible.”).

It is certainly true, as the majority observes, that lacrosse officiating lasts for the duration of the game, and officials cannot control the length of the game by working more quickly or efficiently. However, it strains credulity to suggest that the fixed duration of a lacrosse game means that the officials are employees rather than independent contractors.<sup>19</sup> When the relevant evidence is considered properly and as a whole, I believe that the factor of entrepreneurial opportunity supports a finding that the lacrosse officials are independent contractors. See, e.g., *Pennsylvania Academy of the Fine Arts*, 343 NLRB at 847 (relying on part-time nature of work and other earning opportunities in finding artistic models to be independent contractors); *DIC Animation City*, 295 NLRB 989, 991 (1989) (finding writers to be independent contractors in absence of “practical exclusivity” between writers and purported employer).

10. *Controlling Precedent.* In *Big East Conference*, 282 NLRB at 335, the Board found college basketball officials to be independent contractors rather than employees of the Eastern College Basketball Association (ECBA). In so finding, the Board adopted an administrative law judge’s decision that relied on factors equally present here, including the officials’ skill, their ability to accept or refuse assignments, the lack of evidence that officials had been terminated or disciplined for in-season performance, the officials’ payment of dues to their association, the fixed per-game nature of officials’ compensation, the evidence that officials had other full-time employment, and the officials’ ability to increase their earnings by working games for other entities. Indeed, the Board found independent contractor status even though ECBA supervisors attended games, provided pre-game directions on how to handle coaches and game situations, and came into the officials’ locker room at halftime to speak to the officials about “missed calls, officials being out of position, or other situations that occurred during the first half,” 282 NLRB at 338—facts my colleagues

<sup>19</sup> In *Lancaster Symphony Orchestra*, supra, the Board majority found that orchestra musicians were not independent contractors in part because they could not perform a concert faster and thus increase their opportunity for additional work. 357 NLRB at 1765 fn. 8. Former Member Hayes relevantly dissented, observing in this respect that given the nature of symphony performances, the ability to accept or decline work with the symphony and to accept work elsewhere is the relevant consideration. Id. at 1768. I agree with the views stated in Member Hayes’ dissent, which are equally applicable to the lacrosse officials at issue in this case. See also *Lerohl v. Friends of Minnesota Sinfonia*, 322 F.3d 486 (8th Cir. 2003) (same; notion that orchestra musicians are always employees when they perform in a conducted band or orchestra because the conductor controls rehearsal schedule, music choice and how music is played “flies in the face of [ ] common sense”).

omit from their discussion of the case. I believe that the Board's holding in *Big East Conference* compels a finding that the lacrosse officials here are independent contractors.<sup>20</sup>

The majority declines to follow *Big East Conference*, even though it is the only Board decision directly on point. They imply that it is dated and limited to its facts. They also assert that the case is distinguishable because the disputed referees were members of the College Basketball Officials Association (CBOA), an officials' association that pre-screened officials, negotiated a fee schedule, and evaluated officials' performance, which affected their eligibility for assignments in future years. None of this withstands scrutiny. The Board cited *Big East Conference* with approval as recently as 2015 in *Porter Drywall*, supra, slip op. at 4 fn. 14. Its validity has not been questioned since. Nor was the role of the officials' association an essential element of the Board's decision in *Big East Conference*. To the contrary, the Board specifically stated there that "[i]n agreeing with the judge that the officials under contract with the ECBA are independent contractors, we find it unnecessary to rely on his finding that the officials' capacity to affect their working conditions by negotiating through an agent, the CBOA, supports the inference that they are independent contractors." 282 NLRB at 335 fn. 1.<sup>21</sup>

<sup>20</sup> The United States Court of Appeals for the Third Circuit enforced the Board's decision. *Collegiate Basketball Officials Assn., Inc. v. NLRB*, 836 F.2d at 143. Although the court observed that "[o]fficiating ill fits the usual distinction between independent contractors and employees," id. at 149, it largely endorsed the Board's application of the common law agency factors to the officials in question. See id. at 148–149. Of particular relevance here, the court noted that officiating was highly skilled work, that the conference itself did not train officials, and that the NCAA, not the conference, drafted the playing rules. See id. at 145–148.

<sup>21</sup> The majority interprets this aspect of the Board's decision in *Big East Conference* as "merely trying to reinforce the general observation that employees' ability to influence their terms and conditions of employment through collective bargaining does not lessen the extent of

## CONCLUSION

For the reasons set forth above, I believe the instant case gives rise to substantial questions regarding whether the Board lacks jurisdiction over the PIAA on the basis that it is a "political subdivision" within the meaning of Section 2(2) of the Act, as well as whether the Board, in any event, should decline jurisdiction over state interscholastic sports governing bodies as a class pursuant to NLRA Section 14(c)(1). Additionally, I believe my colleagues incorrectly find that PIAA lacrosse officials are employees when the evidence overwhelmingly indicates that the officials are independent contractors based on their authority to referee games free from any supervision or control, the distinct skills they possess, the fact that they are paid on a per-game basis, and their freedom to take other work. Moreover, finding the lacrosse officials at issue here to be independent contractors is consistent with the vast weight of precedent holding that PIAA officials in other sports, and similar officials in other states, are independent contractors based on similar considerations.

Accordingly, I respectfully dissent.

Dated, Washington, D.C. July 11, 2017

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Philip A. Miscimarra,

Chairman

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## NATIONAL LABOR RELATIONS BOARD

control an employer has over putative employees." I believe the *Big East* Board meant what it said. In any event, even if the role of the officials' association had been a significant factor in the Board's analysis, the absence of a similar officials' association in this case is more than offset by the detailed supervision exercised by ECBA supervisors over the basketball officials at issue in *Big East Conference*, which has no counterpart in this case. Taken as a whole, *Big East Conference* strongly supports independent contractor status for the lacrosse officials at issue in this case.

# EXHIBIT B

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 6**

**PENNSYLVANIA INTERSCHOLASTIC  
ATHLETIC ASSOCIATION, INC.**

**Employer**

**And**

**Case 06-RC-152861**

**OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION**

**Petitioner**

**REGIONAL DIRECTOR'S DECISION AND DIRECTION OF ELECTION**

Pennsylvania Interscholastic Athletic Association (“PIAA” or “the Employer”) is a non-profit, Section 501(c)(3)<sup>1</sup> corporation whose primary purpose is to promote uniformity of standards in the interscholastic athletic competitions of its member schools. PIAA’s member schools include public and private schools at the junior high, intermediate, middle and high school levels, including charter schools. Approximately 1,611 schools within the Commonwealth of Pennsylvania are members of PIAA, about 197 of which are private schools.

Office and Professional Employees International Union (“the Petitioner”) filed a petition with Region Six of the NLRB on May 22, 2015, seeking to represent a unit comprised of all game officials who officiate at boys and girls lacrosse games within PIAA’s Districts VII and VIII. There are approximately 140 officials in the petitioned-for

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<sup>1</sup> This designation is based on the Internal Revenue Code of 1986.



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unit of lacrosse officials.<sup>2</sup> A hearing officer of the Board held a hearing in this matter on June 4 and 5, 2015, after which both parties filed timely briefs with me, which I have fully considered.

As established at the hearing and in the parties' briefs, the Petitioner and PIAA are in disagreement as to three fundamental issues. First, as a threshold matter, PIAA argues that the petition should be dismissed on the ground that PIAA constitutes a "political subdivision," which is exempt from the Board's definition of "employer" under Section 2(2) of the Act. The Petitioner disagrees with PIAA's position in this regard and maintains that the Board should assert jurisdiction over PIAA as a non-profit corporation that was created by private individuals, which is not administered by individuals who are responsible to public officials or the general electorate. The second issue raised by this proceeding is whether the petitioned-for lacrosse officials are "employees" within the meaning of Section 2(3) of the Act, or whether they are independent contractors, who are exempt from the Act's coverage. While PIAA contends that the lacrosse officials are independent contractors based on such factors as their method of compensation and their ability to reject assignments, the Petitioner asserts that the lacrosse officials are statutory "employees" whose essential terms and conditions of employment are established by, and under the control of, PIAA.

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<sup>2</sup> Considering all PIAA-recognized sports, including lacrosse, there are about 2,500 officials who perform their duties at PIAA member schools located in District VII and about 300 officials working in District VIII. In total, there are approximately 14,000 registered officials within PIAA's state-wide territory. Many PIAA officials referee for more than one sport. Neither party has claimed that the petitioned-for unit of lacrosse officials in Districts VII and VIII should be expanded to include lacrosse officials from districts throughout the Commonwealth (a state-wide unit) or officials of all sports in Districts VII and VIII. Accordingly, I find it unnecessary to address these alternative units herein.

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Finally, the third issue for consideration in this matter is, assuming that PIAA is deemed to be “an employer” under the Act and that the lacrosse officials are found to be “employees” under the Act, whether the petitioned-for unit is appropriate in light of the frequency and timing of the lacrosse officials’ work. While PIAA argues that the lacrosse officials work for such a limited period of time that they cannot qualify as “regular part-time employees,” the Petitioner disputes this claim and asserts that the Board should provide the petitioned-for employees with an opportunity to cast their ballots in a Board-directed election.<sup>3</sup>

I have thoroughly considered the record evidence and the parties’ arguments concerning each of these issues. As fully discussed below, I have concluded that PIAA is a private employer, not a political subdivision, within the meaning of the Act. Therefore, consistent with the U.S. Supreme Court’s seminal case concerning this issue, *NLRB v. National Gas Utility District of Hawkins County*, 402 U.S. 600 (1971), I find that PIAA is not exempt from the Board’s jurisdiction.

Further, based on the evidence and reasoning set forth below, I have determined that the lacrosse officials whom the Petitioner seeks to represent in this matter are properly considered “employees” under Section 2(3) of the Act. While there are some factors that weigh in favor of finding the petitioned-for lacrosse officials to be independent contractors, when considered in the overall context of PIAA’s operations,

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<sup>3</sup> At the hearing the Employer additionally disputed the legality of the Board’s rule regarding representation cases which became effective April 14, 2015. Clearly this issue was not litigated, as the Board adopted the final rule changes, and this issue is not relevant to determining whether a question concerning representation exists.

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the evidence supports a finding that they are in an employer-employee relationship with PIAA.

Finally, I find that the petitioned-for employees perform their work for a sufficient duration of time that the requested unit is appropriate and I shall direct that an election occur in that unit.

To provide a context for my discussion of these issues, I will first present an overview of PIAA's operations. I will then set forth in detail the facts and reasoning supporting each of my conclusions concerning the issues described above.

## **I. FINDINGS OF FACT**

### **A. PIAA's Operations**

#### *1. Background*

In 1913, a group of high school principals created PIAA as an entity that would establish and maintain consistency for interscholastic contests in the Commonwealth of Pennsylvania, by developing and administering standardized rules and procedures for various sports.<sup>4</sup> PIAA's creation was purely private in nature, with no governmental dictate for its establishment or involvement in its operations.

In 2000, for reasons not set forth in the record, the Pennsylvania General Assembly passed the Interscholastic Athletics Accountability Act, also referred to as

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<sup>4</sup> During the fall season, PIAA-recognized sports include the following: Cross-Country; Soccer; Field Hockey; Tennis for girls; Football; Volleyball for girls; Golf; and Water Polo. Winter season PIAA-sponsored sports include: Basketball; Indoor Track and Field; Bowling; Rifle; Competitive Spirit; Swimming and Diving; Gymnastics; and Wrestling. During the spring season, PIAA-recognized sports include the following: Baseball; Softball; Golf; Tennis for boys; Volleyball for boys; Track and Field; Lacrosse for boys; and Lacrosse for girls. Boys and Girls Lacrosse did not become a PIAA-recognized sport until 2009.

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“Act 91.” This state statute established the Pennsylvania Athletic Oversight Council (“the Council”). It additionally required PIAA to adopt 13 recommended regulatory reforms, including adherence to open meeting policies; competitive bidding processes for “nonincidental” merchandise and championship competition sites; establishment of an equal opportunity process; implementation of rules intended to discourage member schools from recruiting student athletes; adoption and adherence to a policy prohibiting conflicts of interest and establishing ethics rules; employment of in-house counsel; evaluation of its “contracted employees;” and no adoption of rules restricting media access to competitions or commentary by media representatives. Also included among the recommended reforms was a delineation of representative positions to comprise PIAA’s Board of Directors. Under Act 91, the Council was charged with monitoring PIAA’s compliance with the suggested regulatory reforms and if it determined that PIAA failed to adhere to the recommended changes, the Council was authorized to submit to the General Assembly of Pennsylvania a proposal for the selection of a “new entity to oversee the operation of interscholastic athletics in Pennsylvania.”<sup>5</sup>

Following the passage of Act 91, PIAA worked to meet the Council’s expectations by, inter alia, revising certain of its policies to provide for greater transparency and tightened budget and finance practices. In 2002, the Legislative Budget and Finance Committee issued a report delineating the extent of PIAA’s compliance with Act 91’s recommended regulatory reforms. It has not issued any

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<sup>5</sup> The statute did not call for an end to PIAA’s existence, only for the potential creation of a new entity.

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additional reports concerning PIAA since that time. PIAA receives no funding from state, county or municipal sources.

The Council was sufficiently satisfied with PIAA's progress that it never resorted to proposing a new oversight entity, leaving PIAA in the same role that it had occupied since 1913. In 2004, the Council disbanded and was replaced by the Pennsylvania Athletic Oversight Committee ("PAOC"). Unlike the Council, the PAOC was not authorized to propose to the General Assembly a new entity for the interscholastic athletics oversight role. The PAOC, which is comprised of three members of the state Senate and three members of the state House of Representatives, is obligated to meet at least once a year to review PIAA's continued compliance with Act 91 and to issue a report of its findings. The record reveals, however, that while PIAA's Executive Director meets with the POAC annually and "testifies" before the committee (gives an oral presentation), POAC has not issued a written report concerning PIAA's Act 91 compliance since 2012.<sup>6</sup>

## *2. PIAA's Organizational Structure*

### **The Board of Directors**

PIAA provides oversight and membership services for all recognized school sports, including boys and girls lacrosse, to schools located throughout the Commonwealth of Pennsylvania. PIAA's organizational structure is dictated by its comprehensive Constitution. PIAA's state-wide organization is governed by its Board of Directors, of which there are 31 members. PIAA's Constitution sets forth the

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<sup>6</sup> The POAC has never asserted to the PIAA that the committee found PIAA's budget or finances to be problematic.

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composition of the Board of Directors, specifically providing that the Board must include representatives of the following constituencies: parents of athletes (one male and one female, chosen by the Parents' Advisory Committee); private schools (one representative, chosen by the Private Schools' Steering Committee); school boards (two representatives, one of which is a current school board member, chosen from the Pennsylvania School Boards Association); school principals (one representative, chosen by the Pennsylvania Association of Secondary School Principals); girls' athletics (one representative, chosen by the Girls' Athletics Steering Committee); coaches (one representative, chosen by the Pennsylvania Coaches' Association); officials (two representatives, one male and one female, chosen by other officials through the Officials' Council); school administrators (one representative, selected by the Pennsylvania Association of School Administrators); Pennsylvania Department of Education (one representative, appointed by the Commonwealth's Secretary of the Department of Education); junior high/middle schools (one member-at-large, chosen from the District Committees); and senior high schools (one representative per 50 member schools in each district, selected from the District Committees). Eighteen of the Board's 31 members are in this latter category.

With the exception of the single member whom the Department of Education appoints to serve on the PIAA Board of Directors, there is no requirement in the PIAA Constitution and By-Laws that PIAA Board members must represent public, versus private, organizations or schools. The remaining members of PIAA's Board of Directors are selected from among various interest groups related to interscholastic sports,



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including the Pennsylvania School Boards Association, Pennsylvania Association of School Administrators, Pennsylvania Association of Secondary School Principals, Pennsylvania State Athletic Directors' Association, Pennsylvania Coaches' Association Official' Council, Girls' Athletic Steering Committee, and the Parents' Advisory Committee. The record contains no evidence that governmental entities established, monitor or participate in these groups. Nor is there evidence that the groups are strictly inclusive of private vs. public school representatives.

All PIAA Board of Directors members have an equal (single) vote on matters before that body. The sole appointed representative of the Department of Education possesses no rights or duties greater than those of the remaining 30 Board members.

The PIAA Constitution grants to the Board of Directors the right to elect its own officers; interpret the Constitution and By-Laws; employ an Executive Director;<sup>7</sup> administer the finances of the PIAA; and control Inter-District Championship contests. The Constitution further grants to the Board responsibility for determining the method of, and qualifications for, registration of the officials at issue herein, and for determining the officials' powers and duties, as well as making and applying policies, procedures, rules and regulations for the officials. PIAA's Board of Directors also develops the personnel policies for administrative PIAA staff members, who are described below.<sup>8</sup> The Board of Directors has the authority to "fix and enforce penalties" for any violation of the PIAA

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<sup>7</sup> PIAA need not secure governmental approval for the Board of Directors' hiring or termination of the Executive Director.

<sup>8</sup> There is no requirement for governmental approval of the personnel policies.

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Constitution, By-Laws, policies, procedures, rules and regulations.<sup>9</sup> PIAA Board of Directors members do not report to the PAOC or to any governmental entity.

### **PIAA's Administrative Staff**

PIAA's daily operations are overseen by an administrative staff of 24 individuals. Currently, Robert Lombardi serves as PIAA's Executive Director and Patrick Gebhart is its Assistant Executive Director. Melissa Mertz holds the position of Associate Executive Director. Mark Byers is currently PIAA's Chief Operating Officer. Executive Director Lombardi reports directly to the Board of Directors, while the other executive employees report to Lombardi. These managers work at PIAA's headquarters office, which is located in Mechanicsburg, Pennsylvania.<sup>10</sup> Ten other staff members, whose positions are not in issue in this proceeding, also report to the headquarters office.

Eleven additional paid staff members work in various PIAA district offices. Among these is the Executive Director of District VII (also called the "Western Pennsylvania Interscholastic Athletic League" or "WPIAL"), Timothy O'Malley. O'Malley and his administrative staff work at the District VII office, which is located in Pittsburgh, Pennsylvania. O'Malley is directly employed by PIAA, not WPIAL. O'Malley reports to Executive Director Lombardi.

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<sup>9</sup> For example, the PIAA By-Laws provide that the Board of Directors may remove from the list of registered sports officials any person whom the Board determines has been "biased and/or consistently incompetent or unfair in the official's decisions in Contests," those officials who have been convicted of honesty-based offenses and those who have been removed for misconduct by a national amateur or professional athletic organization or state high school organization that recognizes and/or registers sports officials. As described more fully below, the Board of Directors also authorizes the Executive Director to suspend sports officials for such infractions as repeated cancellations without consent of member schools.

<sup>10</sup> The headquarters office is repeatedly referred to in the record as "the PIAA office."

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### **The Districts and District Committees**

For ease of management and administration, PIAA divides its organization among 12 different districts, which are based on geographical boundaries, and designated in PIAA's Constitution. District VII, in which the Petitioner seeks to represent the lacrosse officials, consists of schools located in all territory in Allegheny County that is outside the City of Pittsburgh, as well as Armstrong, Beaver, Butler, Fayette, Greene, Lawrence, Washington and Westmoreland Counties. District VIII, where the Petitioner also seeks to represent the lacrosse officials, consists of schools within the City of Pittsburgh boundaries. Officials are members of the districts in which they reside.<sup>11</sup>

Each of PIAA's 12 districts is governed by a District Committee. PIAA's Constitution mandates that each District Committee must include the following voting members: at least one representative of the junior high/intermediate/middle schools, one representative of the School Boards in the district and one representative of the officials, as well as at-large members. PIAA requires the District Committees to elect their chairpersons by July of each year, absent which the President of PIAA's Board of Directors appoints a chairperson for the year.

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<sup>11</sup> A specifically set forth in PIAA's Constitution and By-Laws, the remaining districts encompass the following Pennsylvania counties: **District 1** – Bucks, Chester, Delaware, and Montgomery; **District 2**– Lackawanna, Luzerne, Pike, Susquehanna, Wayne, and Wyoming; **District 3** – Adams, Berks, Cumberland, Dauphin, Franklin, Juniata, Lancaster, Lebanon, Perry, and York; **District 4** - Bradford, Columbia, Lycoming, Montour, Northumberland, Snyder, Sullivan, Tioga, and Union; **District 5** – Bedford, Fulton and Somerset; **District 6** – Blair, Cambria, Centre, Clearfield, Clinton, Huntingdon, Indiana, and Mifflin; **District 9** – Cameron, Clarion, Elk, Jefferson, McKean and Potter; **District 10** – Crawford, Erie, Forest, Mercer, Venango, and Warren; **District 11** – Carbon, Lehigh, Monroe; Northampton, and Schuylkill; and **District 12** – Philadelphia.

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The PIAA Constitution grants to the District Committees “general control within the District over all interscholastic athletic relations and Contests in which a PIAA member school participates, subject to the provisions of the rules and regulations of the Board of Directors.” The District Committees develop and maintain their own budgets and are responsible for administering their own finances. District Committees investigate and hear disputes between and among member schools within their districts. They are also authorized to fix and enforce penalties for violations of the PIAA Constitution, By-Laws, policies and procedures, rules and regulations that arise in their districts. Further, District Committees are responsible for making determinations as to the eligibility of contestants for PIAA competition. In District VII, WPIAL Executive Director O’Malley works alongside the District Committee in monitoring adherence to the PIAA Constitution and By-Laws, rules and regulations, policies and procedures.

Each District Committee selects one male and one female official to represent that district on the Officials’ Council, a state-wide group of officials. Finally, as noted above, the District Committees select 18 of PIAA’s 31-member state-wide Board of Directors.

### **PIAA Member Schools**

PIAA membership is open to all public and private high schools, intermediate schools, junior high schools and middle schools which are either accredited by the Pennsylvania Department of Education or otherwise meet PIAA’s membership requirements. A school seeking membership in the PIAA must submit an application to the PIAA District Committee in which the school is located. The application must be

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signed by the principal of the school and accompanied by annual dues.<sup>12</sup> PIAA also requires its member school applicants to sign a resolution acknowledging that the PIAA Constitution and By-Laws, policies and procedures, rules and regulations will govern the school's interscholastic athletics.

Once PIAA has accepted a school's membership application, PIAA dictates the school's rights and obligations related to the school's PIAA-recognized sports. PIAA similarly has the power to abolish a member school's designation as a "PIAA school" and preclude that school from participating in PIAA sports programs if that school violates the PIAA Constitution or its PIAA-dictated rules and procedures. For example, the PIAA Constitution mandates that member schools must sponsor at least one team. If a member school ceases to sponsor at least one team, that school's PIAA membership "shall" be terminated. According to PIAA's By-Laws, at Article XIII, "All PIAA member schools are required to cooperate fully with PIAA District Committees, Regional Panels and/or the PIAA Board of Directors...to further the objectives of the PIAA and to investigate incidents relating to disciplinary matters and application of the PIAA Constitution, By-Laws, Policies and Procedures and/or Rules and Regulations." A school that has been expelled from membership in PIAA may not apply for readmission for three years following the expulsion.

The record indicates that member schools work with each other to devise game schedules, including those for lacrosse, during the regular playing season. PIAA grants

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<sup>12</sup> The PIAA Board of Directors establishes the dues structure for member schools, which are based on enrollment numbers for the schools.

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to its member schools the right to contract with individuals to perform the specific task of scheduling sports officials to referee at the schools' regular season interscholastic games.<sup>13</sup> Commonly referred to as "Assignors," these individuals are also officials.<sup>14</sup> Member schools pay the Assignors for their services. The record indicates that while Assignors are generally elected to their position by fellow officials within each chapter, groups of member schools, through their athletic directors, may also directly hire independent Assignors. In performing their tasks associated with assigning officials to PIAA games during the regular season, the Assignors have access to PIAA game schedules, contact information for officials and a scheduling software program called "Arbiter," which I describe more fully below.

PIAA requires that member schools' principals or athletic directors personally sign all contracts, including those between the school and the PIAA and those between the member school and the officials. PIAA provides the member schools with all of the forms that are used in connection with PIAA-registered sports competitions, including the contract for officials.

### **Chapters**

Within each of the 12 districts designated by the PIAA Constitution, PIAA-registered officials, including the lacrosse officials at issue herein, are organized into "chapters." The chapters are comprised of officials involved in a single designated sport, divided according to geographical considerations. According to record

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<sup>13</sup> As described more fully below, PIAA directly schedules the lacrosse games for post-season (playoff) contests. PIAA also directly selects and assigns lacrosse officials for the post-season games.

<sup>14</sup> The record does not reveal whether the Assignors continue to serve as officials while also working as Assignors.



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testimony, the officials in a chapter “join together to study the rules and go over interpretations,” with a goal of consistently applying the contest rules. Officials need not reside in the area where the chapter is located; rather, they join chapters where they wish to officiate, even if those chapters are in areas outside of the districts in which they reside. Both District VII and District VIII have one boys lacrosse chapter and one girls lacrosse chapter within their respective geographic areas.

In order to form a chapter, a group of 15 or more officials from a defined geographic area who are interested in refereeing at contests for a particular interscholastic sport submits an application for chapter formation to the District Committee representative in the district in which the group wishes to officiate. If the proposed chapter meets the PIAA requirements for formation, the PIAA Executive Director issues an official charter to the chapter. The charter is signed by the President of the PIAA Board of Directors, as well as the PIAA Executive Director. New chapters are chartered when it is “deemed necessary in order to meet the service demands of prescribed areas on a statewide basis.”

Each chapter is governed by the “Constitution and By-Laws of the Pennsylvania Interscholastic Athletic Association, (PIAA) Chapters of Registered Sports Officials” (“Chapter Constitution”). Chapters are required to adopt the Chapter Constitution “verbatim;” they are not permitted to modify its terms in any manner. The Chapter Constitution may be amended at any time by majority vote at any meeting of the PIAA Board of Directors.<sup>15</sup> The final interpretation of the Chapter Constitution lies with

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<sup>15</sup> The PIAA Board of Directors last revised the Chapter Constitution in 2003.

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PIAA's Executive Director. The Executive Director may abolish a chapter if he deems that it has not adhered to PIAA's Constitution and By-Laws.

The purposes of the chapter, as set forth in Article II of the Chapter Constitution, are as follows: to unite "under a common bond" PIAA-registered officials into a unified statewide organization; to study appropriate contest rules and progressively improving the quality of sports officiating through the study of "approved mechanics;" to promote and maintain a code of officiating ethics, progressively improving and elevating the officiating standards of the PIAA and maintaining the "integrity of the high competitive ideals of the PIAA;" and to render more efficient service to the member schools.

According to the Chapter Constitution, a charter may be revoked if a PIAA chapter fails to fulfill one or more of the purposes set forth in Article II of that document and/or if a chapter whose charter was granted solely on the possibility of growth does not demonstrate such growth within 18 months from when the charter was issued.

All registered PIAA officials are required to affiliate with one of the established chapters within 15 days of their approved registration with the PIAA, described below. Officials who wish to transfer from one chapter to another must secure written approval of PIAA's Executive Director, though if an official is moving out of his or her geographical area, the two affected chapters can reach agreement on the transfer.

The Chapter Constitution additionally specifies that the "PIAA Office" is responsible for codifying and promulgating the rules and regulations for chapters, as guided by the PIAA's Constitution and decisions by its Board of Directors. Each chapter elects its own President, Vice President, Secretary and Treasury (or Secretary-

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Treasurer) and Interpreter.<sup>16</sup> These officers, along with at least two other members of the chapter, constitute a Chapter's Executive Committee.

In order to maintain its charter, each chapter is required to meet at least eight times during its specific sport season. The Chapter Constitution dictates the recommended length of these meetings, as well as the order of business. Chapter Secretaries are responsible for keeping attendance records for each Chapter meeting, for the purpose of establishing that each official has met the PIAA-mandated requirement that each official attend a minimum of six chapter meetings per sports season. The Chapter Secretaries are required to submit to the PIAA Executive Director the names of all officials who attend fewer than six chapter meetings per sports season, as well as an "End of Year Chapter Report." Upon request, the Chapter Secretaries must also provide the PIAA executive staff with reports concerning "any matter of chapter business" or the status of any of its members.<sup>17</sup>

### **The Officials' Council**

The elected sports officials who serve as the "officials' representatives" on their respective District Committees (one male representative official and one female representative official) comprise the state-wide Officials' Council. Thus, the Officials' Council is not sport-specific, but includes officials who referee at all sorts of PIAA-recognized sports. The 24-member Officials' Council, which meets twice yearly, exists to provide a representative voice for the officials.

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<sup>16</sup> Interpreters are those charged with interpreting rules of the game as they apply to actual play.

<sup>17</sup> It appears that the Chapter Secretary may also serve as the Assignor for the chapter.

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### 3. *PIAA-Provided Services*

Generally speaking, the primary service that PIAA provides in exchange for its member schools' dues is a structure for consistency within interscholastic sports. More particularly, PIAA provides its member schools with an array of resources concerning the various types of sports competitions that PIAA recognizes. Chief among these resources is the PIAA Handbook, which includes detailed policies and procedures, rules and regulations, guidelines for sports medicine, a code of ethics and the forms that PIAA requires member schools to use for compliance with PIAA's Constitution and By-Laws.<sup>18</sup> PIAA is also responsible for establishing, coordinating and administering all post-season playoff games, including assignments and compensation for officials, as described below.

PIAA determines the dates by when its member schools may begin practicing in each sport, including lacrosse, and it establishes the minimum length of preseason practice. Similarly, PIAA dictates to the member schools the maximum length of the regular season in each sport; the earliest date on which regular season contests can begin; the maximum number of regular season games that will be played in each sport; the date by which the regular season will end and the date by when the District playoff games will be completed.

PIAA additionally provides member schools with access to its pool of registered sports officials in each PIAA-recognized sport, along with assurances that the officials are bound by the same Constitution and By-Laws, policies and procedures, code of

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<sup>18</sup> The PIAA Handbook also contains copies of the PIAA Constitution and By-Laws.

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ethics and rules and regulations as are the member schools. PIAA conducts testing for officials, to ensure that they are knowledgeable about the sports they seek to referee. PIAA makes available to its member schools several standardized forms, including contracts and evaluation forms, which athletic directors, coaches and other officials can use to assess the officials' skills and competence during regular season play. In essence, PIAA provides to the member schools a guarantee that the PIAA officials whom the schools use are qualified and fit for service. This guarantee is enforced through PIAA's ability to reject officials' applications and to suspend, place on probation and/or remove any official who does not comply with PIAA's Constitution and rules.

During the regular sports season, which last seven weeks for boys and girls lacrosse, member schools receive their assigned officials for each game through a combination of the automated Arbiter system and the coordination efforts of the Assignors. Once the regular season schedule is published, Assignors communicate with officials to determine the officials' availability for specific contests and to convey the fee(s) the member schools agree to pay for those assignments.<sup>19</sup> If officials are unable to appear for a game that they have previously agreed to referee, as in the case of illness, they must contact the Assignor, who then communicates with other officials in order to find a replacement official.

Following the conclusion of the seven-week regular season, the playoff season begins, first at the district level and then between districts. PIAA derives the vast

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<sup>19</sup> The record is unclear as to the extent to which, if any, Assignors may affect the fees (see discussion below concerning officials' compensation).

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majority of its income from ticket and merchandise sales for the post-season games. PIAA-provided services to the member schools also change at that point. First, PIAA establishes and publishes the schedule for the playoff games. Also, Assignors are not involved in scheduling officials for post-season playoff games. Rather, the PIAA directly selects the officials for use at district and inter-district competitions.<sup>20</sup> PIAA additionally evaluates officials on their performances during the playoff (post-season) games. Further, PIAA directly compensates the lacrosse officials for work performed during the post-season games.

#### **B. The Officials' Duties and Terms and Conditions of Employment**

PIAA sets forth the detailed responsibilities, terms and conditions of employment for its officials in the PIAA Officials' Manual. This comprehensive publication contains a section entitled, "Explanation of Officials' Policies, Procedures, and Requirements," which includes such items as the application procedure, dues, causes for suspensions, reinstatement of suspended officials, uniforms and causes for probation. The Officials' Manual also includes a copy of the Chapter Constitution and By-Laws and "Excerpts from the PIAA Constitution and By-Laws That Pertain to Officials." The Officials' Manual also contains a section entitled, "Excerpts from PIAA's Policies and Procedures That Pertain to Officials." Such policies include the assignment of officials, evaluations and fees.

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<sup>20</sup> PIAA bases its post-season assignment of officials, at least in part, on evaluations of the officials' performance during the regular season. The regular season performance evaluations are prepared by coaches, school athletic directors and other officials and submitted to the PIAA executive staff by the District Committees.



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### **Becoming a PIAA Official**

To become a PIAA official, one must be either a high school graduate or 18 years old. PIAA also requires that applicants be “of good moral character” and that they meet all requirements established by the PIAA’s Board of Directors. New applicants must complete an “Application for Registration” form, along with a non-refundable fee of \$30.00. Applicants may only apply for a maximum of two sports on the Application and Registration form. Those who wish to be registered in a third sport must submit a separate form and application fee for that sport.

PIAA provides testing for official applicants on four testing dates throughout the fall, winter and spring, and at the annual Officials’ Convention in the summer. The tests are administered by PIAA District officials’ representatives, or their designees, at sites selected by PIAA. Examinees must receive a score of 75% or better on the examination in order to receive PIAA registration in the sport.

Applicants who pass the exams must receive these items from PIAA’s executive staff prior to accepting any assignments to officiate: a letter indicating that the applicant has successfully passed the examination and is now considered a PIAA-registered official in the sport; an Official’s identification card; and a PIAA Official’s emblem, to be placed on the official’s uniform.<sup>21</sup> Once PIAA notifies the applicant that he or she has passed the exam(s) and registration is approved, the official must become affiliated with a PIAA locally chartered chapter in the individual’s sport within 15 business days. Failure to comply with this affiliation requirement will result in suspension. Every PIAA-

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<sup>21</sup> Applicants whose exam scores are below 75% may re-take the exam during the one-year period from the date the application for registration was filed.

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registered official is required to be a member of a chapter in each sport in which the individual is registered, though officials are prohibited from maintaining membership in two or more chapters in the same sport.

As previously noted, PIAA's Executive Director has the right to reject any potential official's application. If the Executive Director rejects an application, the applicant may file an appeal with the PIAA Board of Directors.

### **Remaining a PIAA Official**

In order to remain a PIAA official, one is required to attend at least six chapter meetings during the course of a sport's season. Failure to comply with the meeting requirement will result in suspension unless the chapter or the PIAA Executive Director accepts an excuse for the absence(s). "Attendance" means physical presence for the entire meeting.

According to the Officials' Manual, a "primary requirement" of all PIAA-registered sports officials is to attend the annual rules interpretation meeting. Each chapter is obligated by the Chapter Constitution to hold such a meeting, the apparent purpose of which is to make certain that everyone who is involved in a PIAA sport is up-to-date on all rules, interpretations of those rules, and policies concerning that sport. Officials who do not attend their chapter's rules interpretation meeting may attend the one held at the Officials' Convention, instead, or take the online version of the meeting for a fee. Only the PIAA executive staff may excuse an official's failure to attend an annual rules interpretation meeting and the acceptable reasons for absence are limited to those circumstances that are "absolutely unavoidable" such as illness of the official or illness

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or death of his/her immediate family member. Failure to attend a rules interpretation meeting without an “acceptable” excuse results in a one-year suspension.

To remain a PIAA-registered official, one must also remit to the PIAA dues in the amount of \$45.00 by February 28 of each year (or February 29, in the case of a leap year). Those who submit their dues prior to January 15 may pay a reduced rate of \$40.00. Officials who do not remit dues by February 28 or 29 will be assessed a penalty fee of \$25.00. Any official who does not remit the dues and the penalty fee by March 31 will be suspended for one year. To be reinstated, an official must pay \$75.00. Similarly, officials are required to pay any dues assessed by their respective chapters, absent which the Chapter Secretary may recommend to PIAA’s Executive Director that the delinquent official be suspended. Officials who comply with PIAA’s testing requirements, rules regarding attendance at meetings, annual dues submissions and other obligations under the PIAA Constitution and By-Laws may continue to serve as PIAA referees for an unlimited number of years. The officials’ annual dues represent a small portion of PIAA’s revenues.

### **Assignment of Officials to Sports Contests**

As mentioned above, PIAA officials, including those whom the Petitioner seeks to represent in this matter, receive their assignments through a multi-faceted process. Initially, officials are given access to the Arbiter computer program, which they use to indicate their availability for certain contests and their unavailability for others.<sup>22</sup> Once

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<sup>22</sup> Officials are permitted to maintain outside employment, which may render them unavailable for certain PIAA competitions.

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the regular season schedule is confirmed, the Assignors, who also have access to the Arbiter program, use the officials' entries to help assign specific games to specific officials.<sup>23</sup> Officials may decline regular season assignments if they wish, without receiving any mandated penalties for doing so.

In the post-season, PIAA determines all locations and starting times of the district and inter-district contests and then Assistant Executive Director Pat Gebhart assigns the officials for the games. He does not use the Arbiter system in making the assignments, but relies on regular season evaluations and recommendations from coaches, athletic directors and other officials concerning the official's ability to handle post-season officiating assignments. In order to be considered for assignment to inter-district games, lacrosse officials are also required to attend the PIAA convention once every five years. While officials may decline PIAA game assignments in the post-season, doing so will likely diminish the declining official's chances of being chosen for subsequent post-season games.<sup>24</sup>

PIAA determines the lacrosse officials' overall schedule, by establishing the earliest date on which regular season contests can begin and the dates by when regular season and playoff season contests must end. Officials have no ability to alter the season schedules and they must perform their PIAA job duties during the PIAA-mandated period. The time required for the performance of the lacrosse officials' on-

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<sup>23</sup> District VII has a total of three Assignors for lacrosse: one for the boys lacrosse chapter and two for the girls lacrosse chapter.

<sup>24</sup> During the most recent PIAA lacrosse season, PIAA's Assistant Executive Director made 42 direct assignments for lacrosse officials during the post-season. Of this number, six were for boys lacrosse officials in District VII and six were for girls lacrosse officials in District VII. PIAA filled the remaining assignments with officials outside of Districts VII and VIII, from other parts of the Commonwealth.

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field duties is dictated by PIAA's rules, including those that they adopted from the National Federation of State High School Associations ("NFHS") and modified for use with lacrosse. Officials may not shorten or lengthen the assignment; nor may they hire someone to perform an assignment on their behalf.

### **Officials' Uniforms and Equipment**

All PIAA officials are required to wear identical uniforms that consist of black pants and black and white striped shirts, which they purchase on their own.<sup>25</sup> Officials must display the PIAA emblem or patch on these uniforms. They are prohibited from displaying other types of patches on their uniforms, with the exception of a small American flag, the size of which PIAA dictates.

Officials supply their own equipment such as whistles, penalty markers, a timing device, a card, a hat, and a pencil. These uniform and equipment requirements are mandated by PIAA's Officials' Manual. PIAA rules also prohibit the officials from wearing any jewelry other than wedding bands and medical alert identification items, including personal wrist watches, and from using tobacco.

PIAA issues to its officials, including the lacrosse referees, identification cards that bear the PIAA logo. The identification cards contain a statement regarding sportsmanship that the officials are required to read aloud to game participants. The cards also contain a statement declaring that the bearer of the card is not an employee

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<sup>25</sup> While the Officials' Manual does not require that the officials purchase their uniforms from any particular vendor, the PIAA website, [www.piaa.org](http://www.piaa.org), contains a link for "official's merchandise," which leads directly to the commercial website for a single vendor called, "Officially Sports."

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of the PIAA, or of the Assignors, but is an independent contractor. The identification cards are treated as a part of the officials' required uniform.

### **Job Duties and Supervision**

The lacrosse officials' job duties are entirely controlled by PIAA's Constitution and By-Laws, Policies and Procedures and Rules and Regulations. Officials must consult and adhere to a published rule book when carrying out their job tasks.<sup>26</sup> Deviation from those rules can result in suspension, probation or removal from PIAA, as described above.

Lacrosse officials receive additional direction concerning their job duties and performance from PIAA-mandated rules interpretation meetings, sport-specific bulletins that PIAA distributes to officials, and through training at the chapter level. There are no designated supervisors who work on the game fields with the officials, but PIAA Assistant Executive Director Gebhart is responsible for day-to-day oversight of the officials' compliance with PIAA's rules and procedures.<sup>27</sup> During the post-season, officials call off directly to the PIAA Assistant Executive Director if they intend to miss an assigned game.

Coaches, athletic directors, District Committee members and even other referees, use PIAA's evaluation mechanism to provide feed-back to the officials concerning their job performances. During the post-season, PIAA's Assistant Executive

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<sup>26</sup> The rule books are sport-specific and are based on those that PIAA adopted from NFHS. PIAA modified the NFHS rules for use in lacrosse contests. PIAA reinforces the rules through distribution of preseason bulletins that PIAA distributes to its officials, including the lacrosse officials at issue herein.

<sup>27</sup> PIAA Assistant Executive Director Gebhart, who testified at the hearing in this matter, described his "primary responsibility" as being "the supervisor of officials."



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Director also uses PIAA's evaluation system to review the job performances of the petitioned-for lacrosse officials. If officials believe that they have been discriminated against in some fashion, they may either file their complaints with the Officials' Representative in their district, or directly with the Assistant Executive Director.

The officials' interpretations of PIAA-adopted rules on the field, as well as the officials' conduct off the field, are reviewable by the PIAA through a complaint process set forth in PIAA's rules. Questions regarding officials' performance must be submitted in writing to PIAA's executive staff. PIAA may then require the subject official to submit a report to the PIAA executives in response to the inquiry.

In the event that an official disqualifies a coach or a player during a game, the official is required to file a report with PIAA within 24 hours of the incident, explaining his or her actions.<sup>28</sup> The record contains evidence that PIAA's Assistant Executive Director follows up with the official after submission of the disqualification report, to further investigate the official's action and/or provide feedback concerning his or her performance. During the most recent season, District VII lacrosse officials filed a total of eight disqualification reports with the PIAA executive office.

### **Officials' Compensation and Benefits**

As noted above, PIAA member schools are responsible for compensation of the sports officials during the regular season. According to PIAA's Policies and Procedures, PIAA does not grant to member schools the right to set maximum fee rates for the

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<sup>28</sup> As with all documents that officials use in the performance of their duties, PIAA provides the lacrosse officials with the disqualification report form that they are required to use.

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officials; nor does PIAA grant to the PIAA officials the right to set a minimum fee rate. Athletic directors of member schools may collectively seek to lower the officials' fees, however, and there is evidence that they have done so in the recent past. Conversely, officials, through their chapter leaders or the Officials' Representatives to the District Committees, may seek to increase officials' fees.

During the regular season, fee disputes between lacrosse officials and members schools are initially mediated by the Officials' Representative on the District Committee. If those efforts are unsuccessful, the officials may request a hearing before the entire District Committee. PIAA's executive staff may attempt to assist the member schools and officials in reaching an agreement on fees, by encouraging them to engage in discussions that will lead to an agreement.

When assignments become available during the regular season, officials are permitted to decline those assignments if they believe that the proffered fees are unacceptable. The officials' overall compensation for an entire season of PIAA-sponsored games varies, depending on the number of assignments each official accepts and the type of assignments. For example, officials can earn more money if they accept assignments that combine junior varsity games with varsity games. During the regular season, when member schools pay the officials, no withholdings are taken from the officials' checks for income taxes or Social Security.

Officials are required by PIAA to execute a written contract with a member school for each regular season assignment. Absent such execution, the official will not be paid for the assignment. PIAA also requires that the contract be executed by a

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representative of the member school hosting the game. The subject contract is among the forms that PIAA distributes to its member schools and officials. Like the PIAA-issued identification card, the contract that PIAA provides to member schools for use with the officials contains language declaring that the official is an independent contractor.

The schools hosting the games are responsible for making the payments to officials during the regular season, as dictated by PIAA's Policies and Procedures. Host schools are required to compensate the officials prior to the beginning of all regular season contests. The record indicates that officials receive, on average, about \$70.00 per varsity game for officiating during the regular season.<sup>29</sup>

During the post-season, the compensation scheme changes. PIAA sets the fees that officials receive for district and inter-district games during the post-season. PIAA directly pays the petitioned-for officials for district and inter-district games, through its executive staff. The fees that officials receive for post-season games are higher than those they receive during regular season games.<sup>30</sup> In the post-season, as in the regular season, officials are paid on a per-game basis. Post-season payments from PIAA to the officials contain no withholdings for income taxes or Social Security.

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<sup>29</sup> The record does not reveal where the compensation scale for officials originates, only that the member schools' representatives and the officials' representatives negotiate fees during the regular season and that PIAA sets the scale during the post-season.

<sup>30</sup> The basic fee for officiating at a post-season varsity game appears to be about \$80.00.

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PIAA provides officials with liability insurance, excess accident medical insurance and accidental death and dismemberment insurance.<sup>31</sup> It does not provide the officials with regular medical insurance, Workers' Compensation insurance or Unemployment Compensation insurance. Nor does PIAA provide the officials with sick leave, vacation days, or personal leave days.

### **Suspension, Probation and Removal of PIAA Officials**

PIAA's Board of Directors may, at its discretion, remove an active official from PIAA's list of registered officials if the Board determines that the official was biased and/or consistently incompetent. The Board may also remove an official if, according to the Board's assessment, the official's conduct on or off the competition surface renders the official "unfit" and/or if the official is convicted of a crime involving honesty. Once removed, the offending official must wait five years before reapplying to become a PIAA-registered official.

As described above, PIAA's Executive Director may suspend officials for various violations of the Handbook, including repeated cancelation of contracts (scheduled assignments) without the member school's consent. A suspended official must submit a new application, accompanied by a \$30.00 registration fee. The suspended official must re-take the examination in the sport he or she seeks to referee and receive 75% or better as a score on the exam in order to be reinstated as a PIAA official.

PIAA's Executive Director may also place on probation those officials who, inter alia, fail to wear the required uniform, cancel a scheduled assignment without the

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<sup>31</sup> A portion of the officials' annual dues is used for the purchase of the PIAA-provided liability insurance.

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consent of the member school, and/or those who have been accused of being biased and/or “palpably unfair” in decisions in a contest. Placement on probation excludes officials from eligibility for assignment to district or inter-district contests.

PIAA recognizes an “inactive” status for officials, not to exceed two years, based on health, employment or the official’s moving from the state. The Executive Director is empowered to extend the two-year inactive status, due to “extenuating circumstances.” Officials must continue to pay their annual PIAA registration fees, even while on inactive status. They are not permitted to officiate at any PIAA contests when designated as inactive and violation of this prohibition may result in suspension by the Executive Director.

## **II. ANALYSIS**

### **A. PIAA is an “Employer” Within the Meaning of the Act**

The threshold issue in this case is whether the Board has jurisdiction over PIAA, or whether PIAA constitutes a “political subdivision” that is explicitly excluded from the Act’s coverage.<sup>32</sup> The Act itself does not define “political subdivision,” but Congress’ statement of its purposes for passing the statute, set forth in Section 1, is instructive for determining questions of jurisdiction like the one present in this case. Specifically, Congress declared that it is the policy of the United States to encourage the practice and procedure of collective bargaining and the “exercise by workers of full freedom of association, self-organization, and designation of representatives of their own choosing,

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<sup>32</sup> Section 2(2) of the Act, in pertinent part, excludes from the definition of “employer” the United States “or any wholly owned Government corporation, or any Federal Reserve Bank, or any State or political subdivision thereof.”

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for the purpose of negotiating the terms and conditions of their employment or other mutual aid or protection.” 29 U.S.C. Sec. 151. It has long been established that in passing the Act, Congress vested in the Board “the fullest jurisdictional breadth constitutionally permissible under the Commerce Clause.” *NLRB v. Reliance Fuel Oil Corp.*, 371 US 224, 226 (1963).

In evaluating whether an employing entity constitutes a political subdivision that is excluded from the Act’s coverage, the Board has consistently applied the test that the Supreme Court established almost four decades ago in *NLRB v. National Gas Utility District of Hawkins County*, 402 U.S. 600 (1971). Under *Hawkins County*, the political subdivision exemption is limited to an entity that is either 1) created by the state, so as to constitute a department or administrative arm of the government, or 2) administered by individuals who are responsible to public officials or to the general electorate. *Hawkins County*, 402 U.S. at 604-605. The Board will look to the “actual operations and characteristics” of the subject entity when assessing the *Hawkins County* factors and it will not assert jurisdiction over entities if they satisfy even one prong of the *Hawkins County* test. *Id.* at 603-604. Included among the entities for which the Board has declined to assert jurisdiction under the *Hawkins County* criteria are, for example, are a state bar association,<sup>33</sup> a medical hospital and its clinics,<sup>34</sup> and the trust for a public zoo.<sup>35</sup>

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<sup>33</sup> *State Bar of New Mexico*, 346 NLRB 674 (2006) (Board overturned Regional Director’s Decision and found that the bar association was a political subdivision because it was directly created by the state as an administrative arm of the state’s judicial branch).

<sup>34</sup> *Regional Medical Center at Memphis*, 343 NLRB 346 (2004) (Board upheld Administrative Law Judge’s dismissal of a complaint against a hospital deemed to be a political subdivision because its board members were responsible



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The Board has consistently held that entities created by private individuals as nonprofit corporations are not exempt from the Act's coverage under the first prong of the *Hawkins County* analytical test. *Chicago Mathematics & Science Academy Charter School, Inc.*, 359 NLRB No. 41, slip op. at 6 (2014) (Board overturned Acting Regional Director's determination that entity operating a charter school was a political subdivision exempt from the Act's coverage, as Section 2(2) does not remove from the Board's exemptions private entities acting as contractors for the government).

Here, PIAA contends that it meets both prongs of the *Hawkins County* political subdivision test and that it is, therefore, excluded from the Act's jurisdiction. Contrary to PIAA, the Petitioner argues that PIAA falls within the Act's coverage because it fails to meet either prong of the *Hawkins County* test.

Applying the first analytical prong of the *Hawkins County* test to the facts of this case, it is undisputed that a group of private individuals (school principals) created PIAA in 1913. There is no evidence that PIAA was formed at the direction of a governmental body. Nor is there a dispute that in 1978, PIAA was incorporated under Pennsylvania law as a nonprofit corporation.<sup>36</sup>

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to the mayor and the county commissioners, its operating budget was funded by county fees and property taxes, and its budget required approval by the county commission).

<sup>35</sup> *Oklahoma Zoological Trust*, 325 NLRB 171 (1997) (Board upheld Regional Director's dismissal of a petition where the trust was administered by individuals who are responsible to both public officials and the general electorate).

<sup>36</sup> Petitioner filed a post-hearing Motion requesting that I take administrative notice of PIAA's Articles of Incorporation, dated September 12, 1978 (the date on which PIAA became incorporated as a non-profit entity). I hereby grant that Motion. I have considered the publicly available document, though I note that PIAA's incorporation as a non-profit is not in question. The Board applies the *Hawkins County* test to both nonprofit and for-profit corporations alike. See, e.g., *Regional Medical Center at Memphis*, supra, and *Chicago Mathematics & Science*, supra.

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PIAA argues that despite its undisputed creation by private individuals, PIAA meets the first prong of the *Hawkins County* test because the Pennsylvania General Assembly effectively “re-created” PIAA in 2000, by “extensively” modifying PIAA’s structure and operations through the passage of Act 91. Specifically, PIAA notes that the legislation mandated, inter alia, the following changes to the nonprofit corporation’s manner of doing business: instituted a requirement that PIAA’s Board of Directors be comprised of specifically identified representative types, such as parent and school administrators; established an Oversight Council for the purpose of reviewing PIAA’s operations; mandated compliance with the Pennsylvania Sunshine Act’s open meeting requirement, as well as its Equal Rights Amendment (ERA); and instituted a requirement that PIAA’s Executive Director provide an annual report concerning the nonprofit corporation’s compliance with the recommended reforms in Act 91.

I reject PIAA’s contention that Act 91 amounted to a re-creation of PIAA so as to satisfy the first prong of the *Hawkins County* test. While it is true that Act 91 “deals with interscholastic athletics accountability,”<sup>37</sup> the subject modifications were purely regulatory in nature and did not amount to the formation of a new corporation. The Board considered similar circumstances in *Chicago Mathematics*, *infra*. There, too, private individuals created a nonprofit corporation that only subsequently became subject to extensive state regulation and mandatory cooperation with Chicago Schools. The Board specifically found that the nonprofit in that matter failed to meet the first prong of the *Hawkins County* test because “no conduct on the part of the State of Illinois

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<sup>37</sup> 24 P.S., Section 1601-A (2000).

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was required to bring it into existence.” *Chicago Mathematics*, 359 NLRB at slip op. 7. Noting the absence of any legal support for PIAA’s argument that the Commonwealth “re-created” the organization through Act 91 in a manner to satisfy the first analytical prong of the *Hawkins County* test, I find that PIAA is not excluded from the Act’s coverage on that basis.

Turning to the second prong of the *Hawkins County* test, the question is whether PIAA is administered by individuals who are responsible to public officials or to the general electorate. *Hawkins County*, 402 U.S. at 605. In determining if an entity is “administered by” individuals who are responsible to public officials or the electorate, the Board examines whether a majority of the individuals who administer the entity are appointed by, or can be removed by, public officials. *Chicago Mathematics*, slip op. at 9-10. The Board consistently asserts jurisdiction in cases where public officials have no role in the selection and/or removal of an employer’s officers or directors.<sup>38</sup>

As with the first prong of the test, PIAA contends that when Pennsylvania’s General Assembly passed Act 91, PIAA became an entity that is “administered by” individuals who are responsible to public officials or to the electorate. The record does not support this contention. First, while Act 91 outlines the types of representative positions that should comprise PIAA’s Board of Directors, only one of the 31 positions on the Board of Directors is reserved for a political appointee; that is, the Board member who is selected by the Commonwealth’s Secretary of Education. That single Board Member has no more voting power than any other other Board Members. Nor does the

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<sup>38</sup> See, e.g., *Research Foundation of City Univ. of N.Y.*, 337 NLRB 965, 969-970 (2002) (Board asserted jurisdiction where none of the employer’s board members was appointed, or subject to removal by, public officials)

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single public appointee have any special authority over the petitioned-for lacrosse officials.

The remaining 30 members of PIAA's Board of Directors are selected by their respective interest groups and the District Committees for the districts in which they reside. There is no evidence or suggestion in the record that the groups from which the remaining Board members are selected are themselves public entities or that they were created and formed at the behest of the government. Thus, the outstanding Board positions can be filled by representatives who are associated with private, as well as, public schools.

PIAA's Executive Director, who also participates in the administration of the organization, is similarly beyond the control of public officials and/or the electorate. The Act 91 reforms specify that PIAA's Board of Directors, which I have already determined lies outside of public control, is responsible for hiring and removing the Executive Director. In these circumstances, it cannot be established that a "majority of the individuals who administer the entity" are appointed by and subject to removal by public officials.<sup>39</sup> Id.

In support of its position that the instant petition should be dismissed for lack of jurisdiction, PIAA additionally argues that Act 91 "established a rigorous set of standards PIAA would have to meet, and threatened the very abolishment of PIAA if

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<sup>39</sup> Compare, *Temple University*, 194 NLRB 1160, 1161 (1972) (Board found school to be a political subdivision and declined to assert jurisdiction where one-third of its governing body was appointed by Pennsylvania's governor and legislative officials and three additional positions were filled by public officials. Had Pennsylvania's General Assembly intended to re-establish PIAA as a public entity with Act 91, it could have similarly mandated that PIAA's Board of Directors be appointed by the governor and legislature. It did not.

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those standards were not met.” (PIAA Post-Hearing Brief, pp. 28-29).<sup>40</sup> To the extent that the “rigorous” standards include compliance with state laws such as the Sunshine Act and the ERA, such mandated compliance does not render an entity an administrative arm of the Commonwealth. See, e.g., *Chicago Mathematics*, 359 NLRB No. 41 at 2-3 (Board held that entity was not a political subdivision notwithstanding it was subject to the same laws as public schools, including the state’s freedom of information law, open meeting laws, health and safety laws, the state labor relations law, and state laws regulating teacher assessments and certifications). Indeed, all corporations, whether for-profit or not-for-profit, are subject to state and federal regulations, such as those used for taxation purposes, banking regulations and environmental safety. Adherence to these regulatory laws simply does not render corporations extensions of the state or federal governments and PIAA has supplied no legal authority in support of its position to the contrary. *Id.* at fn. 28.

PIAA further contends that evidence of PIAA’s status as a political subdivision lies in the fact that it falls within the purview of other state entities. More particularly, PIAA notes that Petitioner sought and obtained information about PIAA through Pennsylvania’s Right-to-Know Law. PIAA similarly argues that the Board should decline jurisdiction in this case because the Pennsylvania Labor Relations Board, a state governmental entity that addresses representation matters and unfair labor practices

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<sup>40</sup> For the sake of clarity I note that Act 91 did not actually “threaten to abolish” PIAA, as PIAA now claims. Rather, as described above, the legislation authorized the Oversight Council to submit to the General Assembly of Pennsylvania a proposal for the selection of a new entity to oversee the operation of interscholastic athletics in Pennsylvania. The Council never submitted such a proposal and then it disbanded. Act 91 did not authorize the Oversight Committee, which succeeded the Oversight Council, to propose a replacement entity. Thus, there exists no legislatively mandated means of “abolishing” PIAA.

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involving public employers, has previously asserted jurisdiction over PIAA. Neither argument is persuasive. The Board has held that “while such State law declarations and interpretations are given careful consideration..., they are not necessarily controlling.” *Hawkins County*, 402 U.S. at 602. It is Federal law, not state law, that governs questions of the Board’s jurisdiction. *Id.* at 603.

Given that the record does not support a finding that PIAA is administered by individuals who are responsible to public officials or to the general electorate, PIAA does not meet either prong of the *Hawkins County* test. Accordingly, I conclude that PIAA is not a political subdivision, but an “employer” within the meaning of Section 2(2) of the Act and it is appropriate for the Board to assert jurisdiction in this matter.

**B. PIAA Lacrosse Officials are “Employees,” Not Independent Contractors**

In 1947, Congress amended the definition of “employee” in Section 2(3) of the Act to exclude certain specific categories of workers, including “any individual having the status of an independent contractor.” 29 U.S.C. Sec.152 (3). Thereafter, the Supreme Court firmly established a broad interpretation of the term “employee,” finding that it refers to individuals who work for others. *Allied Chem. & Alkali Workers v. Pittsburgh Plate Glass Co.*, 404 U.S. 157, 166-168 (1971). As the Supreme Court observed in *NLRB v. Town & Country Elec., Inc.*, 516 U.S. 85, 91 (1995), the Board’s liberal interpretation of the word “employee” is “consistent with several of the Act’s purposes, such as protecting the right of employees to organize for mutual aid without employer interference and encouraging and protecting the collective-bargaining process.” In furtherance of the Act’s statutory objectives, the Board narrowly interprets



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any exemptions from the Act's protection. *Boston Medical Center*, 330 NLRB 152, 160 (1999).

To differentiate between statutory employees and independent contractors, the Board, with court approval, has long applied agency principles derived from common law. Specifically, the Board utilizes the factors articulated in the Restatement (Second) of Agency, Sec. 220 (1958) ("Restatement"). *FedEx Home Delivery*, 361 NLRB No. 55, slip op. at 2 (Sept. 30, 2014). See also, *Roadway Package Systems, Inc.*, 326 NLRB 842, 849-50 (1998) (Board rejected the notion that the "right to control" was the predominant factor in analyzing independent contractor cases). Under these principles, "all of the incidents of the relationship must be assessed and weighed with no one factor being decisive. What is important is that the total factual context is assessed in light of the pertinent common-law agency principles." *FedEx*, 361 NLRB No. 55 at 2, citing *NLRB v. United Insurance Co. of America*, 390 U.S. 254, 258 (1968). In its recent decision in *FedEx*, supra, the Board acknowledged that the task of utilizing the common law principles to assess independent contractor status can be "challenging" and that the weight to be given a particular factor or factors depends on the circumstances of each case. *Id.*

The pertinent factors for analyzing independent contractor status, as set forth in the Restatement, are as follows: the extent of the employing entity's control over the manner and means of work; whether the individual is engaged in a distinct occupation; the kind of occupation the individual is engaged in and whether the work is done under the direction of the employer; the skill required in the particular occupation; whether the

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employing entity or the individual supplies the instrumentalities, tools and place of work; the tenure of employment; the method of payment (by the job or by time); whether the parties believe they are creating an employment relationship; whether the work is part of the regular business of the employer; and whether the employer is in the business.

*CSS Healthcare Services, Inc.*, 355 NLRB 33, 38 (2010); *Roadway Package. System*, supra.

The above list of considerations is “not exclusive or exhaustive.” *Slay Transportation Co., Inc.*, 331 NLRB 1292, 1293 (2000). Indeed, the Supreme Court has recognized that “there is no shorthand formula or magic phrase” that can be applied to determine whether an individual is an independent contractor or an employee. *The Big East Conference*, 282 NLRB 335 (1986), *affd.*, 836 F.2d 143 (3<sup>rd</sup> Cir. 1987), citing *United Insurance*, 290 U.S. at 258. The process for determining independent contractor status, then, is necessarily fact-specific.

The Board explained its analytical framework for deciding independent contractor cases in this way:

Not only is no one factor decisive, but the same set of factors that was decisive in one case may be unpersuasive when balanced against a different set of opposing factors. And though the same factor may be present in different cases, it may be entitled to unequal weight in each because the factual background leads to an analysis that makes that factor more meaningful in one case than in the other. *Roadway*, 326 NLRB at 850. (Board found drivers to be employees, not independent contractors).

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The party asserting the independent contractor status bears the burden of proof on the issue. *FedEx*, 361 NLRB No. 55 at slip op. 2. See also, *BKN, Inc.* 333 NLRB 143, 144 (2001).

Applying the Restatement factors to the facts of the instant case, I find that some weigh in favor of finding that the PIAA lacrosse officials are independent contractors and others weigh in favor of finding them to be statutory employees. Based on an examination of the Restatement principles within the “total factual context,” of this case, and for the reasons described below, I conclude that the balance of the evidence tips the scale in favor of employee status.

#### **The Extent of PIAA’s Control over the PIAA Lacrosse Officials**

With respect to the first factor, the extent to which the employer exercises control over the details of the work, I find that PIAA has far-reaching control over the officials’ manner and means of work. Indeed, PIAA, through its comprehensive Constitution and By-Laws, rules, regulations, policies, procedures and guidelines, dictates almost every aspect of the officials’ job. In this regard, from the moment of application until the moment of retirement, PIAA dictates how the officials’ job is to be acquired, performed and retained.

In order to become a PIAA lacrosse official, one must apply by using PIAA’s application mechanism, which includes mandatory testing. PIAA’s Executive Director has the power to reject any application. Thus, PIAA controls who may become a PIAA lacrosse official.

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To be retained as a PIAA official, one must comply with strict PIAA policies requiring the following: affiliation with a PIAA chapter within 15 days of acceptance as an official; mandatory attendance at a minimum of six chapter meetings each year; mandatory attendance at an annual rules interpretation meeting; mandatory attendance at the PIAA Convention at least one time ever five years, if an official wishes to be considered for post-season officiating opportunities; uniform restrictions, including the requirement to carry a PIAA-issued badge; utilization of PIAA's assignment procedures; acceptance of the PIAA-established compensation scheme for payment during the regular season, pursuant to which representatives of member schools reach agreement with representatives of the officials concerning officials' rates; adherence to PIAA's Code of Ethics; mandatory submission of reports in the event of disqualifications; mandatory cooperation with inquiries from PIAA's executive staff and/or the District Committee concerning officials' conduct; unconditional acceptance of the dictated game schedule, including time and place, if the official wishes to work at a game; and unilaterally established fees for post-season game assignments.

PIAA additionally controls how the officials perform their job duties by requiring that they strictly follow the game rules set forth in the rules-book that the officials are required to use. PIAA reinforces these rules by issuing sport-specific "bulletins" to the officials. Significantly, PIAA has the ability to suspend, place on probation, or remove any official who fails to comply with PIAA's vast array of rules. PIAA also has the authority to abolish the PIAA Chapters, which are an integral part of the officials' job structure. In sum, PIAA controls virtually every aspect of the manner in which the

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officials obtain and perform their work. Thus, the first Restatement factor weighs heavily in favor of finding the petitioned-for employees to be employees.

**Whether PIAA Officials are Engaged in a Distinct Occupation**

The second factor for consideration is whether the individual is engaged in a business that is distinct from the employer's business. *FedEx*, 361 NLRB at slip op. 2. In *FedEx*, the Board determined that this factor weighed in favor of finding package delivery drivers to be employees, rather than independent contractors, where they performed their jobs in the name of FedEx (uniforms, vehicle signs) and they utilized the employer's systems to carry out their job tasks (scanners).

Similarly, the petitioned-for PIAA officials are not performing their job functions as a separate business, but in furtherance of PIAA's operations. PIAA lacrosse officials are fully integrated into PIAA's operations, as their jobs involve the use of PIAA certification process, forms, emblems, rules, assignment mechanism and evaluation mechanism. When PIAA lacrosse officials take the field to perform their job duties, they do so in the name of PIAA, not in their own names. The lacrosse officials' work is core to PIAA's normal business operations; so much so that PIAA would not be able to function without the officials. See *United Insurance*, 390 U.S. at 258-259 (considering as one "decisive" factor that employees' functions were an "essential part of the company's operations"); *Slay Transportation*, 331 NLRB at 1294; and *Roadway Package Sys.*, 326 NLRB at 851. Compare, *PA Academy of Fine Arts*, 343 NLRB 846, 847 (2004) (Board found that the nature of art models' work was distinct from, and

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tangential to, the employer's business of providing instruction to art students and weighed this factor in favor of independent contractor status).

### **The Officials' Entrepreneurial Opportunity for Gain or Loss**

Relevant to the discussion of the "distinct occupation" question is the Board's recent focus in *FedEx* on the question of whether the petitioned-for individuals have a "significant entrepreneurial opportunity for gain or loss." *FedEx*, 361 NLRB at 10. The Board first noted that the "entrepreneurial opportunity" was but one of many factors to be considered, not *the* dispositive factor. Second, the Board in *FedEx* clarified that the individual's "entrepreneurial opportunity" must be actual, and not just theoretical. *Id.* Thus, the Board examines whether an individual has a realistic ability to work for other companies, a proprietary interest in his or her work, and control over important business decisions. *FedEx*, 361 NLRB at 12. See also, *Roadway Package Sys.*, 326 NLRB at 852 (employee status found, in part, because "unlike the genuinely independent businessman, the drivers' earnings do not depend largely on their ability to exercise good business judgment, to follow sound management policies, and to be able to take financial risks in order to increase their profits").

Here, it is undisputed that the petitioned-for officials are free to decline assignments and that they are not restricted from officiating at games outside of Pennsylvania or at matches not sponsored by the PIAA. The Employer argues that these freedoms indicate significant entrepreneurial opportunity for the officials that would render them independent contractors. The Petitioner, on the other hand, argues that such opportunities are more theoretical than actual. Further, the Petitioner likens

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the dues that officials are required to pay annually in order to continue refereeing at PIAA games to the “Business Support Package” that the FedEx drivers had the “option” of purchasing. But for the “Business Support Package,” the FedEx drivers could not perform their jobs for FedEx. Similarly, but for mandatory chapter affiliation and payment of PIAA dues, the petitioned-for lacrosse officials could not perform their PIAA jobs.

Notwithstanding the fact that the lacrosse officials are permitted to officiate at non-PIAA games and/or hold jobs that are entirely unrelated to PIAA sports, I find that the “distinct business” or “entrepreneurial opportunity” element weighs in favor of finding the officials to be employees rather than independent contractors. In reaching this conclusion, I note the following facts: the petitioned-for officials render their services not as part of their own enterprise(s), but on behalf of PIAA; they cannot hire others to perform their work for PIAA games; they have no control over when the regular season games and post-season games are scheduled; the scheduling requirements of PIAA-sponsored games significantly reduce the officials’ *actual* ability to provide lacrosse refereeing services elsewhere; lacrosse officials who wish to “sell” their services to other entities must leave the state to do so because PIAA is *the* entity that oversees interscholastic high school sports at private and public schools in Pennsylvania; and officials have no ability to demand that games be held at particular times and locations. See *FedEx*, 361 NLRB at slip op. 1, 3, and 10.

Nor is there evidence that the petitioned-for lacrosse officials have control over important business decisions of the nonprofit corporation. *Id.* at 15; *Roadway Package*



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*System*, 326 NLRB at 852. Certainly, the PIAA lacrosse officials could not perform the same work for PIAA as *independent* suppliers of referee skills if they were not fully integrated into the PIAA system. Moreover, PIAA unilaterally drafts, promulgates and changes the contracts and other documents that it requires officials to use in the performance of their duties. *FedEx*, 361 NLRB at slip op. 10-11. All of these facts support a finding of employee status.

### **Whether the Officials Perform their Work under PIAA's Direction**

The next Restatement factor examines the type of work in which the individual is engaged and whether the work is performed under the direction of the employer. PIAA lacrosse officials have no direct supervision on the playing field. Nevertheless, PIAA tightly controls the work that the officials perform through mandatory adherence to a plethora of rules and regulations, policies and procedures. In *FedEx*, the Board noted that "FedEx essentially directs their performance via the enforcement of rules and tracking mechanisms." *Id.* So, too, do the PIAA's rules constitute employer supervision.

Further, if requested by the District Committee or the executive staff, the officials must justify the way in which they performed any given task associated with their officiating assignments and compliance with PIAA rules. Officials are also evaluated on their job performances through a PIAA evaluation mechanism that can determine the frequency or quality of their future work with PIAA. For all of these reasons, I find that this factor weighs in favor of finding the petitioned-for lacrosse officials to be employees.

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### **The Officials' Specialized Skills**

With respect to the skills required for the particular occupation, the Board's decision in *The Big East*, supra, is generally instructive. In *The Big East*, the Board examined whether intercollegiate basketball officials were independent contractors, rather than employees within the meaning of the Act. Applying the common law principles of agency to the facts of that case, the Board noted that the basketball officials brought unique skills to their job assignments.

As in *The Big East*, the petitioned-for lacrosse officials already possess certain skills and sport-specific knowledge at the time they become PIAA officials. Indeed, applicants must be able to pass an exam in the sport before his or her application is accepted. The skill-related facts that the Board considered in *Big East*, however, differ from those in the case at hand in at least one significant way: While the basketball officials in *The Big East* obtained their training and certifications from an outside organization, PIAA provides the certification and ongoing training for the lacrosse officials whom the Petitioner seeks to represent. On the whole, then, I conclude that the "skills" factor weighs in favor of finding the lacrosse officials to be employees rather than independent contractors.

### **Who Supplies the Instrumentalities, Tools and Place of Work**

The next area of inquiry is whether the employing entity or the individual supplies the instrumentalities, tools, and place of work. PIAA, through its agreements with member schools, provide the lacrosse officials' place of work. In this regard, the record establishes that member schools pay PIAA for its governance over school athletics and

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that member schools make their playing fields available for use in the PIAA-sponsored games. Thus, the petitioned-for officials have no say in where they perform their PIAA work and they would not be able perform their work for PIAA at locations of their own choosing outside of the PIAA member-school network. This element weighs in favor of employee status.

PIAA lacrosse officials supply their own “tools” for use in performing their jobs, including a whistle, penalty markers, a timing device, a card and a pencil, all in accordance with PIAA’s rules and regulations. PIAA specifically dictates the color of the whistle (black).

The Petitioner argues that PIAA supplies officials with the “most necessary tool for officiating: authority.” While “[a]nyone can show up at a lacrosse game with a whistle,” posits the Petitioner, “the PIAA officials are listened to because PIAA has given them the authority to officiate PIAA contests.” Pet. Brf. at p. 47. The Petitioner’s novel argument that “authority” constitutes a “tool,” though interesting, lacks legal support. In sum, PIAA, through its agreements with member schools, provides the place where officials perform their work, but the officials provide the tools of the trade, as dictated by PIAA. In these circumstances, I find that this factor neither fully militates toward rendering the lacrosse officials “employees” nor “independent contractors.”

#### **The Lacrosse Officials’ Employment Tenure with PIAA**

Another consideration based on the Restatement factors is the length of time for which an individual is employed. In *FedEx*, the Board found that this factor weighed in favor of employee status where the drivers initially entered into one or two-year

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agreements, which were automatically renewed for successive one-year periods as long as their work remained satisfactory. *FedEx*, 361 NLRB slip op. at 14. Compare, *PA Academy of the Fine Arts*, 343 NLRB at 847 (Board found no ongoing relationship that was indicative of employee status).

Applying the tenure factor to the instant case, the result is split between employee status and independent contractor status. In this regard, member schools' contracts with the officials are signed on a per-game basis, indicating a short tenure of employment. Officials have the ability to accept or reject PIAA work on a game-by-game basis, as well.

On the other hand, as in *FedEx*, the lacrosse officials have an expectation of continued employment with PIAA as long as they pay their annual dues and meet PIAA's other performance standards such as attendance at chapter meetings and rules interpretation meetings. The record further establishes that officials have continued to work for PIAA in this way for successive decades and there is no evidence that PIAA's employment relationship with the officials has a termination date. The fact that PIAA offers a re-registration discount to officials who pay their annual dues early, along with the fact that officials pay dues in January for the entire subsequent year, indicates PIAA's expectation that the lacrosse officials will continue to work as PIAA officials. Similarly, the fact that PIAA suspends officials for one year if they are delinquent in paying their dues suggests the official's anticipated return to the PIAA ranks at a subsequent time. Based on all of these facts, I find that the employment tenure factor is

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not persuasive one way or the other in determining whether the petitioned-for lacrosse officials are employees under the Act or independent contractors.

### **The Officials' Compensation and Benefits**

I now turn to the question of compensation and benefits. The petitioned-for lacrosse officials receive payment on a per-game basis. As mandated by PIAA's policies and procedures, member schools remit the payments directly to the officials during the regular season, while PIAA pays the officials for post-season games. The record suggests that the officials' compensation rates are the result of discussions between member schools' designated representatives (the athletic directors) and the officials' designated representatives (chapter chairpersons or Officials' Representatives to the District Committees and the PIAA Board of Directors).<sup>41</sup> Officials who do not wish to accept the designated fee for any given game may reject the assignment.<sup>42</sup> No deductions are made from the officials' pay for taxes or Social Security. Officials receive the same amount of pay for a game regardless of the time required to complete that assignment. Officials are not able to shorten the duration of a game assignment, or to lengthen it, but must work within the time frames established by the PIAA rules for the sport.

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<sup>41</sup> The record contains reference to an incident in which PIAA's Assistant Executive Director allegedly "threatened" to suspend officials in the District VII boys lacrosse chapter for refusing to agree to a fee that member schools' athletic directors proposed. I find that there is insufficient reliable evidence in the record to make a determination on this issue and I do not reach a conclusion that officials' regular season pay rates are, in effect, unilaterally established by PIAA.

<sup>42</sup> While it appears that the Assignors may play some role in establishing fees on a per-game basis, the record evidence is unclear on this point. Notably, neither party presented an Assignor to testify at the hearing.

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PIAA provides officials with liability insurance, excess accident medical insurance, and death and dismemberment insurance. PIAA does not offer to its officials any regular medical insurance. Nor do the officials receive compensation for vacations, sick leave, personal days or holidays.

In theory, PIAA officials have the ability to increase the money they earn through PIAA-sponsored events by indicating through the Arbiter system that they are available for assignments and by accepting assignments if the Assignors select them for games. Conversely, officials can lessen their PIAA-based income by closing out dates on the Arbiter systems prior to the lacrosse season and/or by declining assignments from the Assignors. To some unknown extent, however, the practical ability of the officials to affect their own income may be diminished if the Assignors avoid assigning games to certain officials and direct refereeing opportunities to other officials.<sup>43</sup>

The Board has traditionally found that compensation made on a per-job basis militates toward independent contractor status, while compensation based on an hourly rate weighs in favor of employee status. *Porter Drywall*, 362 NLRB No. 6, slip op. at 4 (January 29, 2015); *Roadway Package System*, 326 NLRB at 852. Similarly, the provision of insurance and other benefits has been a factor in finding employee status, while the absence of those benefits tends to contribute to a finding of independent contractor status. *FedEx*, 361 NLRB No. 55, slip op. at 14.

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<sup>43</sup> Again, no Assignor testified at the hearing and other witnesses failed to fully explain the role of the Assignors and any impact that the Assignors' practices has on the officials' ability to earn more or less money. Based on the record, I am unable to conclusively determine the authorities possessed and exercised by the Assignors.

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Here, however, the fact that PIAA establishes and enforces the compensation scheme in which the member schools and officials operate greatly diminishes the significance of the fact that member schools issue the paychecks to the officials for their work during the regular season. PIAA, through its By-Laws and other rules and regulations, controls the manner in which officials will be compensated during the regular season. Specifically, when member schools join and pay their dues to the PIAA, they agree to work within the framework that PIAA dictates in its Constitution, By-Laws, Policies and Procedures and Rules and Regulations. Thus, when the member schools directly compensate the officials during the regular season, they act at the behest of the PIAA. Further, during the post-season, PIAA directly compensates the officials based on fees that it unilaterally establishes. In these circumstances, I find that the compensation and benefits factor weighs in favor of finding the petitioned-for lacrosse officials to be employees under the Act.

#### **Whether the Officials and PIAA are in a Master-Servant Relationship**

Another of the Restatement factors examines whether the individual and the employing entity believe that they are creating a “master-servant” relationship. *FedEx*, 361 NLRB slip op. 2. As was the case in *The Big East*, supra, PIAA provides the lacrosse officials with multiple documents declaring that the referees are independent contractors, not employees. These include the PIAA officials’ application, contracts that PIAA provides to member schools and requires officials to sign in order to be paid, and the identification cards that PIAA requires officials to carry. It goes without saying, then, PIAA seeks to avoid a master-servant relationship with the officials. It is also evident,



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by the very filing of the petition in this matter, that the Petitioner has a contrary position and sees the lacrosse officials as employees, not independent contractors.

The Board considered similar facts in its recent *FedEx* decision. In that matter, like here, FedEx provided its drivers with various documents declaring the drivers to be independent contractors. As in this case, the FedEx drivers were required to use the documents bearing the “independent contractor” designation. The Board noted, however, that the drivers had not been given an opportunity to negotiate with the employer concerning use of the term “independent contractor” on FedEx documents.

Here, PIAA officials are required to utilize PIAA-issued documents that bear the “independent contractor” designation, including application forms, the identification cards and the contracts they must execute in order to be paid. There is also no evidence to suggest that the PIAA ever consulted its officials about its use of the “independent contractor” designation, or gave the officials an opportunity to negotiate over whether the designation should be included on the materials.

In these circumstances, as in *FedEx*, PIAA acts as the “master” by requiring the officials to utilize materials that declare them to be independent contractors. Their use of these documents does not, therefore, establish that the officials view themselves as independent contractors. Nor is PIAA’s consistent characterization of the officials as independent contractors on its documents determinative of the ultimate question. In these circumstances I find that the “master-servant” factor set forth in the Restatement neither weighs in favor of finding the officials to be independent contractors, nor against it.

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**Whether the Officials' Work is Part of PIAA's Business and Whether  
the Officials and PIAA are in the Same Business**

The final two Restatement factors, whether the individual's work is part of the employer's regular business, and whether the employer is the same business as the individual, both weigh in favor of finding the PIAA lacrosse officials to be employees. As to the first consideration, the record establishes that PIAA could not perform its business operations without the work of its officials. Indeed, a pool of qualified and certified lacrosse officials is one of the primary services that PIAA provides to its member schools. Additionally, PIAA's very organizational structure is based, in part, on its officials and the chapters and Districts to which they belong. If the PIAA officials were removed from PIAA's operations, the business would be unable to function in its present incarnation. I conclude, therefore, that this factor fully supports a finding of employee status. See *Lancaster Symphony Orchestra*, 357 NLRB No. 152 (2011) (Contrary to the Regional Director, the Board determined that orchestra musicians were employees, not independent contractors, and noted that the musician's work is part of the employer's business of performing music).

Similarly, the record evidence establishes that the petitioned-for lacrosse officials and the Employer are in the same business. PIAA is engaged in the business of providing a system of fair play in interscholastic sports. In performing their referee duties, lacrosse officials are engaged in the identical business. Thus, both of these

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factors distinctly weigh in favor of finding that that the officials are in an employer-employee relationship and not acting as independent contractors.

Having carefully considered all of the record evidence and having applied current Board law to those facts, I find that the evidence as a whole establishes that the petitioned-for lacrosse officials are not independent contractors, but are employees within the meaning of Section 2(3) of the Act. I recognize that the Board reached a contrary conclusion in *The Big East*, the sole existing Board decision involving non-professional sports officials. However, the evidence that the Board considered in *The Big East* is distinguishable from the present case in several respects. For example, in that matter, the game officials received their training and certifications from an outside organization, while here it is the PIAA that controls the lacrosse officials' training and certifications. Similarly, in *The Big East*, the basketball officials at issue remitted dues to a separate entity, the Eastern College Basketball Association, and their dues were variable depending on the number of assignments they received. In contrast, the PIAA lacrosse officials send their dues directly to the PIAA and the amount owed is not dependent upon the amount of work the officials perform.

I find that the Board's recent decision in *FedEx*, issued almost 30 years after *The Big East*, is more instructive. The Board in *FedEx* specifically declared that its intent in that decision was to "restate and refine the Board's approach" to analyzing independent contractor cases. Thus, notwithstanding PIAA's contentions to the contrary, *The Big East* decision is not controlling in this case.

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In reaching the conclusion that the lacrosse officials are employees, not independent contractors, I acknowledge that several factors weigh in favor of declaring them to be independent contractors. Primary among these are the fact that during the regular season, member schools pay the officials for their work on a per-game basis, at a rate apparently negotiated between representatives of the schools and representatives of the officials, albeit within a compensation scheme that PIAA established; the fact that officials may reject assignments without repercussion during the regular season and they may reject assignments during the post-season, with the only consequence being a chance that PIAA may not select them for subsequent playoff games; officials may, and do, seek outside employment; officials' compensation does not include withholdings for taxes or Social Security; officials may theoretically affect their compensation by accepting or rejecting games (depending on the role that the Assignor plays in distributing work); officials bring specialized skills to their job; and they supply their own uniforms and equipment, albeit according to PIAA's mandate.

Balanced against above facts, however, is evidence that PIAA controls all other aspects of the lacrosse officials' employment with PIAA. In this regard, during both the regular season and the post-season, PIAA: dictates the manner in which individuals apply to become PIAA officials; dictates the testing mechanisms necessary for their certifications; provides training in support of both the testing requirements and the performance of their job duties; has the authority to reject individuals' applications; mandates attendance at six chapter meetings per season (which is only seven weeks long); mandates attendance at rules interpretation meetings; grants to the PIAA

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Executive Director exclusive authority to “excuse” officials’ failure to meet the attendance requirements; supplies all documents that officials use to perform their jobs; dictates the component parts of the officials’ uniforms; restricts what the officials may wear or do while officiating (e.g., by prohibiting them from wearing jewelry, using tobacco, or chewing gum); controls the hours during which officials perform their job duties; controls, through agreements with the member schools, the places where the officials perform their work; creates and utilizes an evaluation system, through which coaches, athletic directors, and other officials assess the officials’ job performance; establishes the compensation scheme that requires member schools to pay officials directly for their services; determines the rules that officials must follow in carrying out their job duties; requires officials to submit written reports to PIAA in the event they use their professional judgment to disqualify someone from a contest; requires officials to answer inquiries from PIAA concerning complaints about their job performances; has the authority to suspend, remove or place on probation officials who violate PIAA rules and regulations, policies and procedures, and/or PIAA’s Constitution and By-Laws; controls transfers between and among chapters of officials; limits the number of chapters to which officials may belong; grants to the Executive Director the right to deny or extend an official’s “inactive” status; requires chapter secretaries to submit reports to the executive office concerning game assignments, though the chapters are comprised entirely of officials; has authority to reinstate officials whom it previously removed; and has the authority to affix penalties for violations of its Constitution and rules, including requiring the payment of late fees when officials are delinquent in submitting their

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annual registration renewals. Further, the petitioned-for lacrosse officials are an integral part of PIAA's business operations; without the officials, the PIAA would not be able to function.

During the post-season, PIAA's role as "master" over the "servant" officials is even more striking, as PIAA demonstrates authority in the following areas, in addition to those described above: PIAA sets the schedule for the playoff games, thereby determining the officials' schedules during the post-season; assigns, through the executive staff, all officials for post-season games; requires officials to attend the PIAA Convention at least once every five years in order to be eligible to officiate in post-season games; unilaterally establishes the fees that officials may charge for post-season game assignments; affects individual officials' compensation by assigning them to more or fewer post-season games; evaluates officials on their job performances during the post-season; and directly pays officials for the work they perform during the post-season.

As Administrative Law Judge Robert A. Giannasi observed when writing his decision that the Board adopted in *The Big East*, "this case is not unlike most in this area that present very close mixed questions of law and fact. Different adjudicators can look at the same facts and come to different results." *The Big East*, 282 NLRB at 345. Here, I have carefully examined the record evidence and applicable law and I conclude that the scales are tipped in favor of finding the petitioned-for lacrosse officials to be employees, not independent contractors. Having determined that the Board has jurisdiction over PIAA under Section 2(2) of the Act and that the lacrosse officials are

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“employees” within the meaning of Section 2(3) of the Act, I now address the question of voter eligibility.

**C. The Appropriateness of the Unit and a Voter Eligibility Formula**

The Employer further argues that the petition in this matter should be dismissed based on its claim that there is no valid question concerning representation here because “the officiating season is so brief, includes so few officiating opportunities, and has in fact already expired until the Spring of 2016.” PIAA Brf. at p. 45. More particularly, PIAA contends that the petitioned-for officials “do not constitute ‘regular part-time employees’ who may be certified as an appropriate bargaining unit or as part of an appropriate bargaining unit.”<sup>44</sup> In support of its position, PIAA cites record testimony that the petitioned-for lacrosse officials worked an average of 14 to 20 games each during the 2015 regular season and evidence that the District VII lacrosse officials received 12 post-season assignments (six for the girls lacrosse officials and six for the boys lacrosse officials).<sup>45</sup>

In the absence of Board authority to support its position that the petition for lacrosse officials should be dismissed based on the amount of time in which they perform their duties, the Employer likens this case to those involving “contracting units.” I find that the circumstances of the present case are entirely distinguishable from those in *Fraser-Brace Engineering Co.*, 38 NLRB 1263 (1942), on which PIAA relies in its

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<sup>44</sup> Consistent with this position, PIAA submitted to the Regional Director a list of all current PIAA officials, but characterized the entire list as those officials whom PIAA contends should be excluded from any appropriate unit. The record contains no payroll records or other documentary evidence reflecting the actual hours or number of games that each of the petitioned-for officials worked in the past, including in the 2015 season.

<sup>45</sup> PIAA executives selected the remainder of the post-season officials from chapters in other districts across the state.



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post-hearing brief. PIAA Brf. at p. 44. In *Fraser-Brace*, the Board dismissed a petition because the construction project on which the petitioned-for employees was nearing its end. Here, not only is there no indication that the annual PIAA lacrosse season will be canceled, the record includes evidence that in 2012, PIAA member schools proposed wage rates for the officials that would extend through the 2017 lacrosse season. Thus, Board precedent concerning “contracting units” has no place in this discussion.

Similarly, PIAA’s reliance on the Board’s decision in *MGM Studios*, 336 NLRB 1255 (2001) is misplaced, where the Board in that case held that it would not direct an election unless “the present work complement was substantial and representative of the ultimate complement to be employed in the near future.” Record evidence indicates that the lacrosse officials whom the Employer identified as having officiated at PIAA games in the 2015 season will continue to officiate at PIAA lacrosse games in the next season as long as they pay their annual dues and meet PIAA’s other requirements for membership. The Employer, who seeks to exclude all PIAA lacrosse officials from eligibility for voting, failed to present any evidence that the individuals it identified as the 2015 PIAA lacrosse officials will no longer be officiating at PIAA games in 2016. To the contrary, the record suggests that a majority of the existing PIAA lacrosse officials return to their posts year after year.

Other than its contention that the District VII and VIII lacrosse officials work with insufficient frequency to constitute “regular part-time employees,” and its contention that an election in the proposed unit would be improper because the 2015 lacrosse season

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has ended and the petitioned-for officials will not referee at PIAA lacrosse games until 2016, PIAA has raised no issues as to the scope or composition of the unit.

Contrary to the Employer, the Petitioner asserts that the boys and girls lacrosse officials in PIAA Districts VII and VIII “are eligible for inclusion within a bargaining unit comprised solely of themselves, because they are all regular, part-time, seasonal employees.” Petitioner’s Brf. at 58. In support of this position, the Petitioner relies on the Board’s decision in *Tol-Pac, Inc.*, 128 NLRB 1439 (1960). In that matter, the employer requested dismissal of the petition on the grounds that, at the time of the petition, the employer only employed two of the laborers whom the union sought to represent, that they were both supervisors and that the proposed unit was inappropriate because the laborers’ work was “sporadic and uncertain.” The Board observed that the petitioned-for laborers had a common interest in their ability to work on an as-needed basis and to be compensated on the basis of availability. This fact, coupled with the laborers’ reasonable expectation of returning to work for their employer, led the Board to conclude that the laborers were a unit of regular part-time employees, not casual employees. *Tol-Pac*, 128 NLRB at 1440. The Petitioner is correct that the Board takes into consideration such factors as regularity and continuity of employment, tenure of employment, similarity of work duties and similarity of wages in determining whether one is a regular part-time employee versus a casual employee. See, e.g., *Arlington Masonry Supply, Inc.*, 339 NLRB 817, 819 (2003) (Board found that a newly hired employee worked a sufficient amount of time prior to the election to be a “regular part-time employee”). However, this is not the issue before me, as neither party claims that

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the petitioned-for lacrosse officials are “casual” employees within the meaning of the Act.

Based on the overall record, I conclude that the petitioned-for employees constitute an appropriate unit of seasonal employees. The Board has long upheld certifications of units that include seasonal employees, whether as part of a larger unit of regular employees, or as a unit comprised only of those who work according to the seasons. See, e.g., *SFOG Acquisition Co., LLC*, 333 NLRB 662 (2001) (Board found that an amusement park’s seasonal employees had a sufficient expectation of recall to be included in the bargaining unit); *Bogus Basin Recreation Assn.*, 212 NLRB 833 (1974) (Board found unit of ski resort employees was appropriate, though they only worked during the snowy portions of the year); and *Baumer Foods, Inc.* 190 NLRB 690, 690 (1971) (Board included seasonal employees in production and maintenance unit where many of the same seasonal employees returned to the workforce each year and thus “had a reasonable expectation of substantial seasonal employment from year to year”).

In deciding whether seasonal employees are eligible voters, the Board assesses their expectation of future employment. Factors that the Board considers in finding employees to be regular seasonal employees include the size of the area labor force, the stability of the employer's labor requirements and the extent to which it is dependent upon seasonal labor, the actual reemployment season-to-season of the worker complement, and the employer's recall or preference policy regarding seasonal employees. Temporary or casual seasonal employees are ineligible. *Macy’s East*, 327

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NLRB 73, 73 (1998), citing *Main Apple Growers*, 254 NLRB 501, 502 (1981). *Flat Rate Movers Ltd.*, 357 NLRB No. 112 (2011) (Board sustained challenges of a moving company's seasonal employees who had no reasonable expectation of future employment based on their immigration status); See also, *L & B Cooling*, 267 NLRB 1, 2-3 (1983) (*extra* migrant farm workers, as compared to regular seasonal farm workers, had no reasonable expectation of future employment with the employer due to their migratory nature); and *Baumer Foods*, *supra*. See also, *Post Houses*, 161 NLRB 1159, 1172–1173 (1966) (Restaurant's student employees were excluded as casual seasonal employees where they had no expectation of future employment and none of the students returned to work for the employer from one year to the next).

Applying the Board's analytical factors for determining the status of seasonal employees to the evidence in the case before me, I find that the petitioned-for lacrosse officials constitute seasonal employees who are entitled to determine whether they wish to be represented for the purposes of collective-bargaining. First, as described above, the record establishes that the petitioned-for lacrosse officials come from a "labor force" that is entirely comprised of individuals who apply to, are tested by, and registered with PIAA. Second, with respect to the "stability of the employer's labor requirements," the record reveals no evidence that PIAA intends to dispose of its lacrosse program. To the contrary, the member schools' proposed dues' structure for officials contemplates a continuation of that program into the future.

The third factor that the Board utilizes in assessing the status of seasonal employees, the extent to which the employer is dependent upon the seasonal labor, is

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perhaps the most striking in the instant case. Specifically, PIAA relies entirely on the petitioned-for lacrosse officials for PIAA's successful sponsorship of PIAA lacrosse games. But for the PIAA lacrosse officials whom the Petitioner seeks to represent, PIAA lacrosse operations could not be carried out, as required by its Constitution and By-Laws.

The Board's fourth factor for analyzing the officials' status as seasonal employees is the extent to which PIAA re-employs the petitioned-for officials. As described above, PIAA places no limitation on the number of seasons or years that officials may return to officiate at PIAA lacrosse games.<sup>46</sup> As long as the lacrosse officials remit their annual dues to PIAA and adhere to PIAA's rules, the petitioned-for officials are included in PIAA's officiating work force. In the event that an official fails to pay his or her dues in a timely manner, PIAA suspends that official for a period of one year. It does not expel them permanently. This indicates an expectation that the official will return to officiating for PIAA once the suspension has been served.

Finally, when evaluating whether individuals are regular seasonal employees, the Board examines the employer's recall or preference policies. *Macy's East*, 327 NLRB at 73. Here, any lacrosse official who has paid his or her annual dues to PIAA and who follows PIAA's rules is eligible for recall as an official. During the regular lacrosse season, the Assignors use PIAA's list of eligible officials to make game assignments and PIAA's executive staff uses that same list to assign games during the post-season.

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<sup>46</sup> At the hearing in this matter, two of the current PIAA lacrosse officials testified that they have worked for PIAA for 15 and 17 consecutive years, respectively. These numbers of years clearly include sports other than lacrosse, as PIAA did not recognize lacrosse as a sport until 2009. Nevertheless, these witnesses have officiated for PIAA lacrosse games in consecutive years for at least the past six years.

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PIAA-registered lacrosse officials in Districts VII and VIII work an average of 14 to 20 games during the regular season. There are also 12 post-season assignments available to the same group of officials. Based on all of the foregoing, I find that the record supports a conclusion that the petitioned-for lacrosse officials in Districts VII and VIII have a sufficiently reasonable expectation of re-employment with PIAA that they qualify as seasonal employees.

In addition to being seasonal in nature, PIAA's officiating services constitute a specialized industry that requires an alternative eligibility formula for voting. In such nontraditional industries, the Board has approved eligibility formulas that take into account various peculiarities of employment including employees who may not work for extended, uninterrupted periods of time. The purpose of alternative eligibility formulas in specialized industries is "to permit optimum employee enfranchisement and free choice, without enfranchising individuals with no real continuing interest in the terms and conditions of employment offered by the employer." *Trump Taj Mahal Casino*, 306 NLRB 294, 296 (1992), *enfd.* 2 F.3d 35 (3<sup>rd</sup> Cir. 1993). Absent the use of nontraditional eligibility formulas, employees in those industries with short-term and sporadic employment patterns who by "happenstance are not currently employed but who have a reasonable expectancy of further employment" would lose the right to be represented under the Act. *American Zoetrope Productions*, 207 NLRB 621, 623 (1973) (Employees in the entertainment industry who worked in two productions in a one-year period were deemed eligible to vote).

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The Board has found that “special circumstances” warranting alternative eligibility formulas include irregular employment patterns such as intermittent employment. *Id.* See also, *The Julliard School*, 208 NLRB 153 (1974) (Employees were eligible to vote where they had worked on two productions for a total of five days over a one-year period or at least 15 days over a two-year period) and *DIC Entertainment, L.P.*, 328 NLRB 660 (1999). (Employees who worked in two productions totaling 5 days in a single year or at least 15 days over a one-year period were eligible to vote). In the specialized theater industry, for example, the Board has focused on the length and number of “relevant productions” when fashioning an eligibility formula. *Kansas City Repertory Theatre, Inc.*, 356 NLRB No. 28, slip op. 10 (2010) (Board noted that the Act contains no provision for excluding intermittent workers from its coverage and applied *The Julliard School* eligibility formula to the petitioned-for group of musicians who work intermittently for a theatrical employer). See also, *Greenhorne & O’Mara, Inc.*, 326 NLRB 514 (1998) (Board reinstated dismissed petition and remanded case for Regional Director’s establishment of an appropriate eligibility formula for archaeological technicians, noting that the fact that many of the employees were hired solely for the duration particular projects that lasted anywhere from two to five days, to five weeks, does not warrant their exclusion as “temporaries”).

The present case clearly presents special circumstances that warrant a nontraditional formula for establishing voter eligibility. Unlike employees in a traditional manufacturing facility or in the service industry, PIAA lacrosse officials perform their work for PIAA during a specifically designated period that lasts seven to 10 weeks per



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year. Noting that the Board has not sanctioned any specific eligibility formula for interscholastic sports officials, and that neither party herein has proposed such a formula, I find that the petitioned-for PIAA lacrosse officials' employment pattern, both in terms of length and duration, is most akin to that of employees in the entertainment industry. In this regard, the officials' work is characterized by a designated period of "performances," with long spans of time during which they do not officiate at PIAA lacrosse games. Further, as described above, the PIAA lacrosse officials enjoy an expectation of re-employment with the Employer on a seasonal basis.

Given the length of the playing season in PIAA-sponsored lacrosse, and the frequency with which the PIAA officials refereed during the 2015 lacrosse season, I have fashioned a formula that comports with the Board's recognition that otherwise eligible employees who work on an intermittent basis are entitled to seek and secure union representation under the Act. *Kansas City Repertory Theatre*, 356 NLRB No. 28 at slip op. 10. Thus, I have determined that officials who officiated at three or more PIAA-sponsored lacrosse games during the 2015 regular and/or post-season, or at a total of six or more games during the 2014 and 2015 regular and/or post-seasons combined, will be eligible to vote in the election directed herein.

#### **D. Timing of the Election**

Generally, Board policy is to direct elections involving seasonal employees at or near the peak of the season in order to provide as many voters as possible with the opportunity to cast their ballots. *Bogus Basin Recreation Assn.*, supra. See also, *Libby, McNeill & Libby*, 90 NLRB 279, 281 (1950) and *Brooksville Citrus Growers Assn.*, 112

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NLRB 707 (1955). Although such elections usually involve manual balloting, they are also appropriate for mail ballot elections in situations where, as here, a substantial number of voters may be located elsewhere during the off-season. *Saltwater, Inc.*, 324 NLRB 343 (1997). Similarly, the Board has recognized that in some circumstances, alternative timing of an election among seasonal employees is warranted. See, e.g., *Aspen Skiing Corp.*, 143 NLRB 707 (1963) (Election directed in July, even where ski season would not resume until November, based on high rate of reemployment during ski season and retention of 14 employees in the summer).

PIAA urges that any election ordered herein be held at, or near, the seasonal peak of employment, while the Petitioner contends that a mail ballot election should be directed to commence within 10 days of this Decision and Direction of Election. In choosing an appropriate election date, the Board attempts to balance the impact of any voting delay on the employees' exercise of their right to select or reject a bargaining representative with facilitating that right for the greatest number of employees. I find that in the instant case, this balance is best met by scheduling a mail ballot election to commence approximately three weeks following the issuance of this Decision and Direction of Election.<sup>47</sup> The timing of the election takes into consideration the fact that while the petitioned-for lacrosse officials are not currently engaged in refereeing at PIAA lacrosse games, they may be officiating at other competitions elsewhere in the country. I find that the opportunity for enfranchisement is enhanced by scheduling the mail ballot

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<sup>47</sup> I have concluded that a mail ballot election is most appropriate because the petitioned-for employees do not report to any particular facility on a regular basis.

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election to commence at a time when the petitioned-for officials are more likely to have returned to their homes after the summer, in connection with the start of PIAA's fall season sports.<sup>48</sup> I note, as well, that the short, three-week delay in commencement of the mail ballot election will have little or no impact on the employees, who are not currently officiating at PIAA-sponsored lacrosse games. *Bogus Basin Recreation*, 212 NLRB at 833.

### III. FINDINGS AND CONCLUSIONS

Based upon the entire record in this matter and in accordance with the discussion above, I find and conclude as follows:

1. The hearing officer's rulings made at the hearing are free from prejudicial error and are affirmed.
2. The Employer is engaged in commerce within the meaning of the Act and it will effectuate the purposes of the Act to assert jurisdiction in this matter.
3. The Petitioner, a labor organization within the meaning of Section 2(5) of the Act, claims to represent certain employees of the Employer.
4. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.
5. The following employees of the Employer constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All registered sports officials employed by Pennsylvania Interscholastic Athletic Association ("PIAA") who officiate at PIAA-sponsored boys and girls lacrosse games in the geographic areas of Pennsylvania designated as "District VII" and "District VIII" by the PIAA Constitution; excluding all

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<sup>48</sup> As previously noted, the record reveals that many the petitioned-for lacrosse officials also officiate for other PIAA sports competitions.

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office clerical employees and guards, professional employees and supervisors as defined in the Act, and all other employees.

Because I conclude that the above unit is appropriate for collective bargaining and that a question of representation exists under Section 9(c) of the Act, I am directing an election in this matter, as follows.

#### **IV. DIRECTION OF ELECTION**

The National Labor Relations Board will conduct a secret mail ballot election among the employees in the unit found appropriate above. Employees will vote whether or not they wish to be represented for purposes of collective bargaining by Office and Professional Employees International Union.

##### **A. Election Details**

The election will be conducted by mail. The National Labor Relations Board, Region Six, will mail secret ballots to the employees employed in the above-described unit by 5:00 p.m. on Monday, August 24, 2015, from the Regional Office located at the William S. Moorhead Federal Building, 1000 Liberty Avenue, Room 904, Pittsburgh, PA 15222. A stamped return envelope will be included with each ballot. Voters must sign the outside of the envelope in which the ballot is returned. Any ballot received in an envelope that is not signed will be automatically void.

Voters must return their mail ballots to the Region Six office by close of business on Monday, September 14, 2015. All mail ballots will be commingled and counted at

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the Region Six office on Tuesday, September 15, 2015, at 10:00 a.m. or at such other time that the Regional Director determines following consultation with the parties.

If any eligible voter does not receive a mail ballot or otherwise requires a duplicate mail ballot kit, he or she should contact the Region Six office by no later than 5:00 p.m. on August 31, 2015, in order to arrange for a duplicate mail ballot kit to be sent to that employee.

#### **B. Voting Eligibility**

Eligible to vote are those individuals who officiated at three or more PIAA-sponsored lacrosse games during the 2015 regular and/or post-season, or at a total of six or more games during the 2014 and 2015 regular and/or post-seasons combined, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off.

Employees engaged in an economic strike who have retained their status as strikers and who have not been permanently replaced, are also eligible to vote. In addition, in an economic strike that commenced less than 12 months before the election date, employees engaged in such strike who have retained their status as strikers but who have been permanently replaced, as well as their replacements, are eligible to vote. Unit employees in the military services of the United States may vote if they appear in person at the polls.

Ineligible to vote are (1) employees who have quit or been discharged for cause since the designated payroll period; (2) striking employees who have been discharged for cause since the strike began and who have not been rehired or

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reinstated before the election date; and (3) employees who are engaged in an economic strike that began more than 12 months before the election date and who have been permanently replaced.

### **C. Voter List**

As required by Section 102.67(I) of the Board's Rules and Regulations, the Employer must provide the Regional Director and parties named in this decision a list of the full names, work locations, shifts, job classifications, and contact information (including home addresses, available personal email addresses, and available home and personal cell telephone numbers) of all eligible voters.

To be timely filed and served, the list must be *received* by the Regional Director and the parties by Monday, August 3, 2015. The list must be accompanied by a certificate of service showing service on all parties. The Region will no longer serve the voter list.

Unless the Employer certifies that it does not possess the capacity to produce the list in the required form, the list must be provided in a table in a Microsoft Word file (.doc or docx) or a file that is compatible with Microsoft Word (.doc or docx). The first column of the list must begin with each employee's last name and the list must be alphabetized (overall or by department) by last name. Because the list will be used during the election, the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional form for the list

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is provided on the NLRB website at [www.nlrb.gov/what-we-do/conduct-elections/representation-case-rules-effective-april-14-2015](http://www.nlrb.gov/what-we-do/conduct-elections/representation-case-rules-effective-april-14-2015).

When feasible, the list shall be filed electronically with the Region and served electronically on the other parties named in this decision. The list may be electronically filed with the Region by using the E-filing system on the Agency's website at [www.nlrb.gov](http://www.nlrb.gov). Once the website is accessed, click on E-File Documents, enter the NLRB Case Number, and follow the detailed instructions.

Failure to comply with the above requirements will be grounds for setting aside the election whenever proper and timely objections are filed. However, the Employer may not object to the failure to file or serve the list within the specified time or in the proper format if it is responsible for the failure.

No party shall use the voter list for purposes other than the representation proceeding, Board proceedings arising from it, and related matters.

#### **D. Posting of Election Notices**

Pursuant to Section 102.67(k) of the Board's Rules, the Employer must post copies of the Notice of Election accompanying this Decision and Direction of Election in conspicuous places, including all places where notices to employees in the unit found appropriate are customarily posted. The Notice must be posted so all pages of the Notice are simultaneously visible. In addition, if the Employer customarily communicates electronically with some or all of the employees in the unit found appropriate, the Employer must also distribute the Notice of Election



Pennsylvania Interscholastic Athletic  
Association, Inc.  
Case 06-RC-152861

electronically to those employees. The Employer must post copies of the Notice at least 3 full working days prior to the day the election begins. The election will be deemed to have begun on Monday, August 24, 2015, the date the ballots are mailed from the Regional Office. Therefore, the Notices must be posted prior to 12:01 a.m. on Wednesday, August 19, 2015, and copies must remain posted until the end of the election. For purposes of posting, "working day" means an entire 24-hour period excluding Saturdays, Sundays, and holidays. However, a party shall be estopped from objecting to the nonposting of notices if it is responsible for the nonposting, and likewise shall be estopped from objecting to the nondistribution of notices if it is responsible for the nondistribution.

Failure to follow the posting requirements set forth above will be grounds for setting aside the election if proper and timely objections are filed.

#### **V. RIGHT TO REQUEST REVIEW**

Pursuant to Section 102.67 of the Board's Rules and Regulations, a request for review may be filed with the Board at any time following the issuance of this Decision until 14 days after a final disposition of the proceeding by the Regional Director. Accordingly, a party is not precluded from filing a request for review of this decision after the election on the grounds that it did not file a request for review of this Decision prior to the election. The request for review must conform to the requirements of Section 102.67 of the Board's Rules and Regulations.

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A request for review may be E-Filed through the Agency's website but may not be filed by facsimile. To E-File the request for review, go to [www.nlrb.gov](http://www.nlrb.gov), select E-File Documents, enter the NLRB Case Number, and follow the detailed instructions. If not E-Filed, the request for review should be addressed to the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, DC 20570-0001. A party filing a request for review must serve a copy of the request on the other parties and file a copy with the Regional Director. A certificate of service must be filed with the Board together with the request for review.

Neither the filing of a request for review nor the Board's granting a request for review will stay the election in this matter unless specifically ordered by the Board.

Dated: July 30, 2015



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Nancy Wilson  
Regional Director  
National Labor Relations Board  
Region 06  
1000 Liberty Ave Rm 904  
Pittsburgh, PA 15222-4111

# EXHIBIT C

**CONSENT TO JOIN WAGE CLAIM**

Print Name: Charles R Ruslavage

1. I hereby consent to participate in a collective action lawsuit against PIAA to pursue my claims of unpaid overtime during the time that I worked with the company.
2. I understand that this lawsuit is brought under the Fair Labor Standards Act, and consent to be bound by the Court's decision.
3. I designate the law firm and attorneys at JOSEPHSON DUNLAP as my attorneys to prosecute my wage claims.
4. I authorize the law firm and attorneys at JOSEPHSON DUNLAP to use this consent to file my claim in a separate lawsuit, class/collective action, or arbitration against the company.

Signature:   
Charles R Ruslavage (Nov 16, 2017)

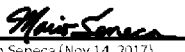
Date Signed: Nov 16, 2017

# EXHIBIT D

**CONSENT TO JOIN WAGE CLAIM**

Print Name: Mario Seneca

1. I hereby consent to participate in a collective action lawsuit against PIAA to pursue my claims of unpaid overtime during the time that I worked with the company.
2. I understand that this lawsuit is brought under the Fair Labor Standards Act, and consent to be bound by the Court's decision.
3. I designate the law firm and attorneys at JOSEPHSON DUNLAP as my attorneys to prosecute my wage claims.
4. I authorize the law firm and attorneys at JOSEPHSON DUNLAP to use this consent to file my claim in a separate lawsuit, class/collective action, or arbitration against the company.

Signature:   
Mario Seneca (Nov 14, 2017)

Date Signed: Nov 14, 2017

# EXHIBIT E



# **PIAA FOOTBALL MECHANICS 6 OFFICIALS**



**PAUL J. SHEEHAN**  
**PIAA STATEWIDE RULES INTERPRETER**

**PATRICK GEBHART**  
**PIAA ASSISTANT EXECUTIVE DIRECTOR**

**2017 EDITION**



## **Basic Mechanics for Crew of 6**

This manual was adopted from the CCA Football Officiating Manual for a Crew of 6 and modified to assist PIAA football officials when officiating P.I.A.A. football games with a crew of 6 officials.

The mechanics within this manual are not all inclusive and not intended to be. The mechanics within this manual are basic in scope and based on the CCA Football Officiating Manual for a Crew of 6.

The **2017** basic mechanics manual edition was reviewed, updated and approved by Paul Sheehan, P.I.A.A. Statewide Football Rules Interpreter.



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## Basic Mechanics for Crew of 6

### **PRE-GAME FIELD DUTIES**

At least 45 minutes before kickoff the Referee and Umpire, **or any other designated official**, will visit each team's coach on the field. The Referee will confirm the official and starting times with the coach and review any unusual game situations, etc. The Umpire, **or any other designated official**, if asked by the coach, will inspect any player equipment. After visiting with both teams' coach has been completed, the coin toss shall be completed **30 minutes prior to kickoff**, and the results recorded. After the coin toss return to the locker room and the Referee should share the information obtained during the coach's discussions and results of the coin toss, with the rest of the officiating crew.

At approximately 5 minutes after the Referee and Umpire, **or any other designated official**, have left to visit the teams, all other officials should leave to visit the field to perform their pre-game duties (such as inspect the field; inspect player equipment and advise them of any illegal equipment, record the number of the players as those players are to be re-checked when they come back onto the field; HL inspect chains; SJ and FJ **inspect, test and mark game balls from each team** and instruct ball retrievers on their duties also check the game and play clocks, etc.). After completing pre-game field duties return to the locker room (there is no need to wait for the Referee and Umpire). When the Referee and Umpire return any information obtained during the pre-game field duties should be discussed with them.

All officials will return to the field together, except the SJ and FJ who will escort their teams to the field. Teams shall be on the field 5 minutes before game time.

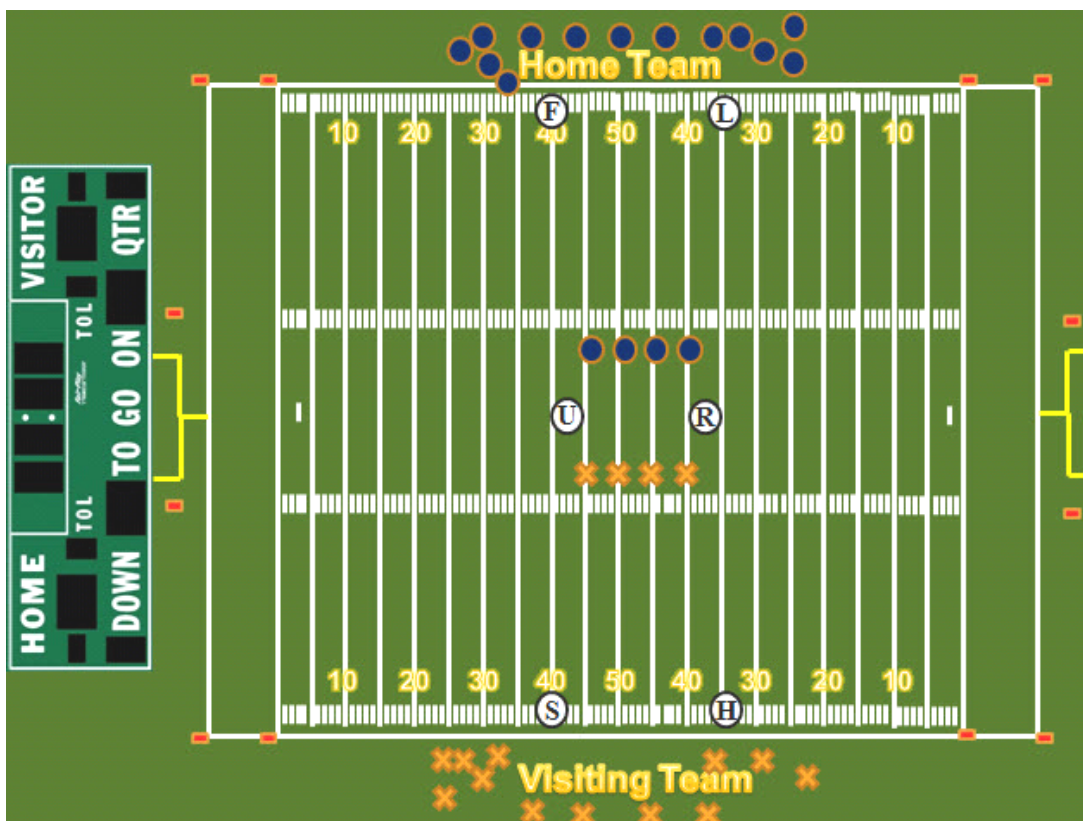
### **TIMMING RESPONSIBILITIES**

- The Field Judge is responsible for all timing situations except the 25-second play clock (ex. Game clock; timeouts, quarter change and the time between a score and the succeeding kickoff).
- The Side Judge is responsible for all timing involving the 25-second play clock. If the visual 25-second play clocks become inoperative, time the interval yourself and raise one arm straight overhead during the last 5-seconds of the count.



## Basic Mechanics for Crew of 6

### Coin Toss / Halftime / Overtime Responsibilities



According to the PIAA, the official coin toss should be held prior to the game's ceremonial coin toss. The official coin toss will be held in **either end zone** or mid-field, 30 minutes prior to the scheduled kick-off time, with the Head Coaches and Captains of each team.

#### Timelines:

- The official toss will be done thirty minutes (30) before kick-off. Officials are to read the PIAA Sportsmanship Message at this time and get legally equipped confirmation from each head coach. The Referee & Umpire will write down the results of the official coin toss: winner, choice and direction of kick.
- The ceremonial/mock coin toss (see [page 6](#)) will be done at the center of field three (3) minutes prior to start of game.
- At least eight minutes before game time the Side Judge and the Field Judge will escort the teams from locker rooms to the sidelines.



## Basic Mechanics for Crew of 6

### Mid-Field Ceremonial/Mock Coin Toss:

- The Referee and Umpire will move to the middle of the field **5 minutes prior to scheduled kickoff**. They will assume a position at the opposite 45 yard lines facing the 50 yard line. The Referee will face the end zone scoreboard.
- With 4 minutes and 45 seconds on the clock, Head Linesman / Side Judge will instruct the visiting team players, coaches and personnel to remain off the playing field and within team box. The Side Judge will escort the visiting team captains toward the center of the field, stopping at the top of the numbers and then return to the sideline. The captains will continue to mid-field. The Head Linesman will remain on the sideline.
- The Line Judge / Field Judge will instruct the home team players, coaches and personnel to remain off the playing field and within team box. The Field Judge will escort the home team captains toward the center of the field, stopping at the top of the numbers and then return to the sideline. The captains will continue to mid-field. The Line Judge will remain on the sideline.
- The captains should face each other with their backs to their sidelines. The referee reintroduces himself to the captains and has them reintroduce each other. The referee will then review the results of the official coin toss.
- If the winner of the toss opted to defer their choice until the second half, the referee stands toward the press box clear of the captains, indicates the toss winner by placing his hand on the shoulder of the appropriate captain and gives the declined signal.
- The referee will instruct the captains of the team that will receive the kickoff to face the opponent's goal line. The other captains will face their opponent's goal line. The referee gives a catching motion to indicate the team that will receive. If the team chooses to kick, the referee indicates the choice by making a kicking motion. If the team chooses one end of the field, the referee points with both arms extended toward the appropriate goal line.
- The line judge **or head linesman** will take the kicking team's game ball to the center of the field and hand it to the umpire. The officials make a written record of the results of the toss and move to their kickoff positions simultaneously.

### Second half choices:

- As the teams are being escorted to the field the Field Judge/Side Judge will get the choices from the head coaches and they will report them to the Referee.



## Basic Mechanics for Crew of 6

### Overtime:

- NFHS / PIAA football-playing rules apply. (Page 84 of the 2017 NFHS Rules Book)
  - One coin toss
  - One time-out per overtime period
  - Penalty carryover
  - No clock
  - Line to gain is always the Goal Line.
  - No chains (only the box)
  - 10-yardline to begin series
  - Series ends when A scores or with B possession;
    - Try is attempted by A
    - Try attempted by B unless winner is determined.
    - If defense scores a safety, game is over.
- Immediately after the conclusion of the fourth quarter, officials will instruct both teams to retire to their respective team areas. The officials will assemble at the 50-yard line and review the tiebreaker procedures.
- Three minute intermission
- The Head Linesman / Side Judge will instruct the visiting team players, coaches and personnel to remain off the playing field and within team box. The Side Judge will escort the visiting team captains toward the center of the field, stopping at the top of the numbers and then return to the sideline. The captains will continue to mid-field. The Head Linesman will remain on the sideline.
- The Line Judge / Field Judge will instruct the home team players, coaches and personnel to remain off the playing field and within team box. The Field Judge will escort the home team captains toward the center of the field, stopping at the top of the numbers and then return to the sideline. The captains will continue to mid-field. The Line Judge will remain on the sideline.
- The captains should face each other with their backs to their sidelines. The referee re-introduces himself to the captains, and has them introduce each other. The referee will then explain the overtime procedure. The visiting team captain calls the toss, telling the referee his choice before the referee flips the coin. The Umpire should audibly repeat the captain's choice prior to the flip.
- The winner of the toss shall choose one of the following options:
  1. Offense or defense.
  2. Choice of end of field to put ball in play... only one end will be utilized during the two sets of downs to insure equal game condition and conserve time.

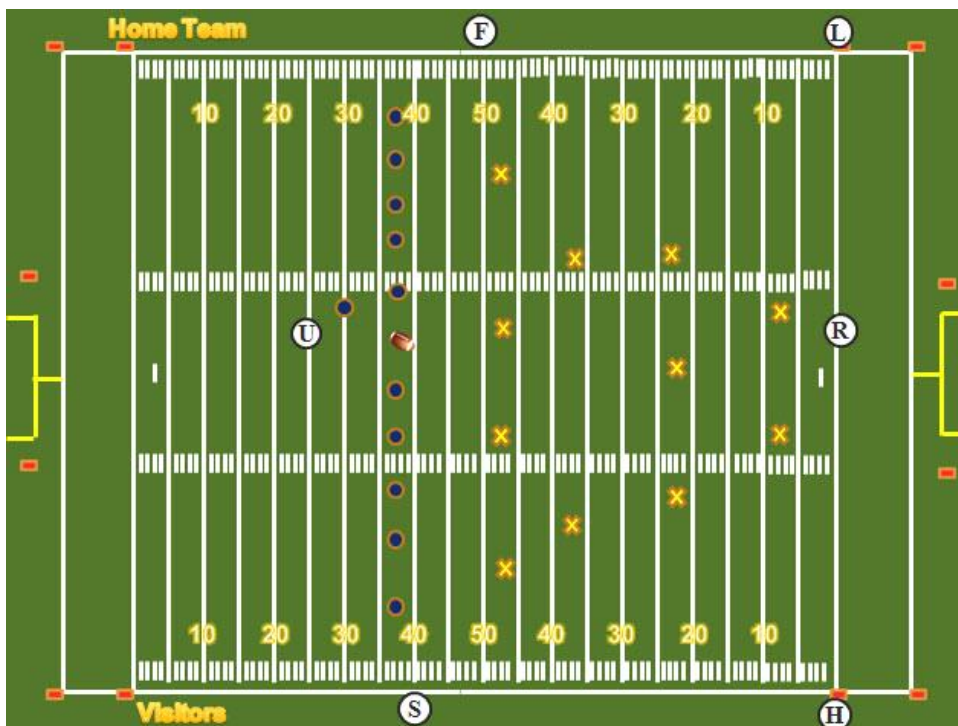
*Note:* The winner of the toss may not defer his choice.
- The Referee will indicate the winner of toss by placing a hand on his shoulder
- Then position the offensive captain facing the goal toward which the ball will be advanced and defensive captain facing his opponent and opposite goal.
- Then standing next to the offensive captain give the "First Down" Signal



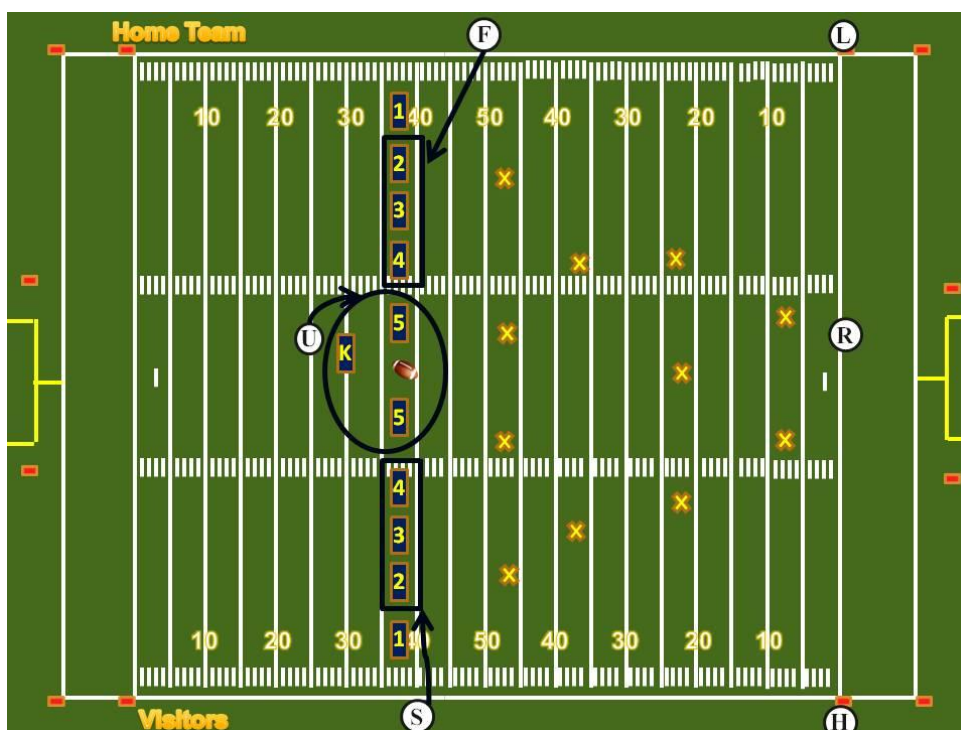


## Basic Mechanics for Crew of 6

### BASIC FREE KICK POSITION



### BASIC FREE KICK KEYS





## Basic Mechanics for Crew of 6

### **All Officials – Interval Prior To Free Kick:**

The free kick following a PAT attempt or other scoring play should occur within one minute after the previous play. This is necessary to keep the pace of the game consistent. The following will occur:

1. The field judge is responsible for timing this one minute interval.
2. After the PAT or scoring play, the Field Judge will position himself on the 50 yard line. At the :40 second mark the Field Judge will provide a quick blast of his whistle, then move into the sideline huddle to bring his team on to the field.
3. The Side Judge should be monitoring the Field Judge, and when the Field Judge moves into the sideline to bring out his team, the Side Judge should do likewise.
4. At the same time, the umpire should move to the middle of the field to meet the kicking team.
5. The Head Linesman and Line Judge should move to their positions at the pylon and the Referee should move to his position on the goal-line in the middle of the field.
6. The umpire should hand the ball to the kicker as soon as he approaches. Point out the location of the Referee to the kicker and reminding him that the Referee will give the ready for play signal at which time the 25 second count begins.

NOTE: If both teams are on the field ready prior to the timelines above, the Referee shall proceed with the ready for play signal.

Referee:

Before Kick:

- Position at the goal line in the middle of the field.
- Count receiving team and confirm with visual signal with HL and LJ.
- Check with Umpire and when he indicates players and other officials are ready, sound whistle and give ready-for-play signal to kicking team.
- Be alert to ensure that the kicking team has the proper number of players on either side of the kicker. At least 4 players must be on either side of the kicker when the ball is kicked. Dead ball foul.
- You are responsible for goal line from sideline to sideline. Be ready to rule on action at or near goal line (touchback, safety, momentum, etc.).

After kick:

- Kick down the middle (between the numbers):
  - Signal clock to start when kick is touched legally in the field of play or stop the clock if it crosses the goal line.
  - Pick up runner and follow until releasing to covering official.
- Kick deep:
  - Rule on touchback.
    - ❖ If kick caught inside five (5) yard line and player is downed in end zone or ball goes out-of-bounds there, rule on whether player's momentum took him into the end zone.
- Kick to either side zone:
  - Move cautiously with play.
  - Observe action of players in vicinity of runner.
  - Serve as clean-up behind, to side of, and around runner.



## Basic Mechanics for Crew of 6

### Umpire:

#### Before Kick:

- Initial position is with kicker.
- Count members of kicking team.
- Verify count with Side Judge and Field Judge.
- Hand the kicker the ball and remind him to wait for the Referee to sound his whistle and give the ready-for-play signal, before kicking the ball.
- Move to a position behind the kicker at approximately 15 yards behind the kickers restraining line and raise hand to signal the Referee to sound his whistle and declare ball ready for play.
- Be alert to ensure that all kicking team players, except the player that kicks the ball, are no more than 5 yards behind the kicking teams restraining line from the ready-for-play until the ball is kicked.
- Be alert to ensure that the kicking team has the proper number of players on either side of the kicker. At least 4 players must be on either side of the kicker when the ball is kicked. Dead ball foul.
- If there is a penalty that requires a re-kick, it is the **Referee's** responsibility to give the penalty signal to the press box **then the Umpire will mark** off the yardage.

#### After Kick:

- Key on team K players (5) on both sides and observe action on the kicker - protect Kicker, see diagram above.
- After the kick, watch for illegal action on the kicker, watch for illegal blocks and illegal touching. Move slowly down field and officiate from the inside out when the runner is in your area. If the runner breaks a long run, you have goal line responsibility.
- **Umpire is primarily responsible for judging an illegal pop-up kick. If illegal pop-up kick is judged, blow the play dead immediately.**



## Basic Mechanics for Crew of 6

Head Linesman and Line Judge:

Before kick:

- Be certain all personnel are behind the limit lines.
- Move to your position at the goal line pylon on sideline opposite Line Judge or Head Linesman when Field Judge and Side Judge move to bring their teams off the sideline.
- Count R players and confirm count with Referee and Line Judge or Head Linesman.
- Be ready to mark out-of-bounds spot if kick goes out-of-bounds in your area.

After Kick:

- Kick to your side:
  - Signal clock to start when kick is touched legally in the field of play if **the kick is touched in your area of coverage**. (Note: Referee will kill the clock so the ball cannot come out of end zone.)
  - Stay on the pylon until kick has ended, especially if kick is directed toward your pylon. (May have to rule regarding out of bounds in the field of play or a touchback).
  - Pick up runner and follow.
- When kickoff goes inside the top of the numbers:
  - Move slowly up field along your sideline toward the play after the kick has ended and is in possession of R.
  - Observe blocks by R directly in front of the runner.
  - After observing the blocks by R directly in front of the runner, then observe action of other players in vicinity of runner.
  - Serve as clean up behind, to side of, and around runner.
  - Maintain position, enabling coverage of your sideline at all times. You have sideline responsibility from R's end line to K's two yard line.
  - You are responsible for progress on any play that goes to K's two yard line
- When kickoff goes to the other side of the field:
  - Move quickly up field along your sideline toward the play.
  - Observe blocks by R directly in front of the runner.
  - After observing the blocks by R directly in front of the runner, then observe action of other players in vicinity of runner.
  - Serve as clean up behind, to side of, and around runner.
  - Maintain position, enabling coverage of your sideline at all times. You have sideline responsibility from R's end line to K's two yard line.
  - You are responsible for progress on any play that goes to K's two yard line.
  - Be prepared to use cross-field mechanics to assist with progress spot (soft spot) if run ends on that side of the field.



## Basic Mechanics for Crew of 6

### Field Judge:

#### Before kick:

- Responsible for timing interval and moving to bring team on your sideline at designated time
- Initial position is on the receiving team restraining line on the press box side of the field, outside the sideline.
- Count members of the kicking team and confirm count with Side Judge and Umpire.
- Be alert to short free kicks and possible fair catch signals.

#### After kick

- After the ball is kicked, move 10-15 yards towards the receiver's goal line.
- Key on Team K players (2-3-4) on your side of the field, see diagram above.
- Be alert to R going out of bounds.
- Officiate from the outside and ahead of the runner.
- You are responsible for blocking ahead of the runback.
- Be ready to pick up runner on long runbacks.
- Be on the goal line before runner crosses.
- You have progress from K's two yard line to K's goal line.

### Side Judge:

#### Before kick:

- Initial position is on the kicking team restraining line opposite the press box side of the field.
- Count members of the kicking team and confirm count with Field Judge and Umpire.
- Be alert to ensure that all kicking team players, except the player that kicks the ball, are no more than 5 yards behind the kicking teams restraining line from the ready-for-play until the ball is kicked.
- After the ready for play signal from the referee, time the 25 second count.
- Be alert to short free kicks and possible fair catch signals.

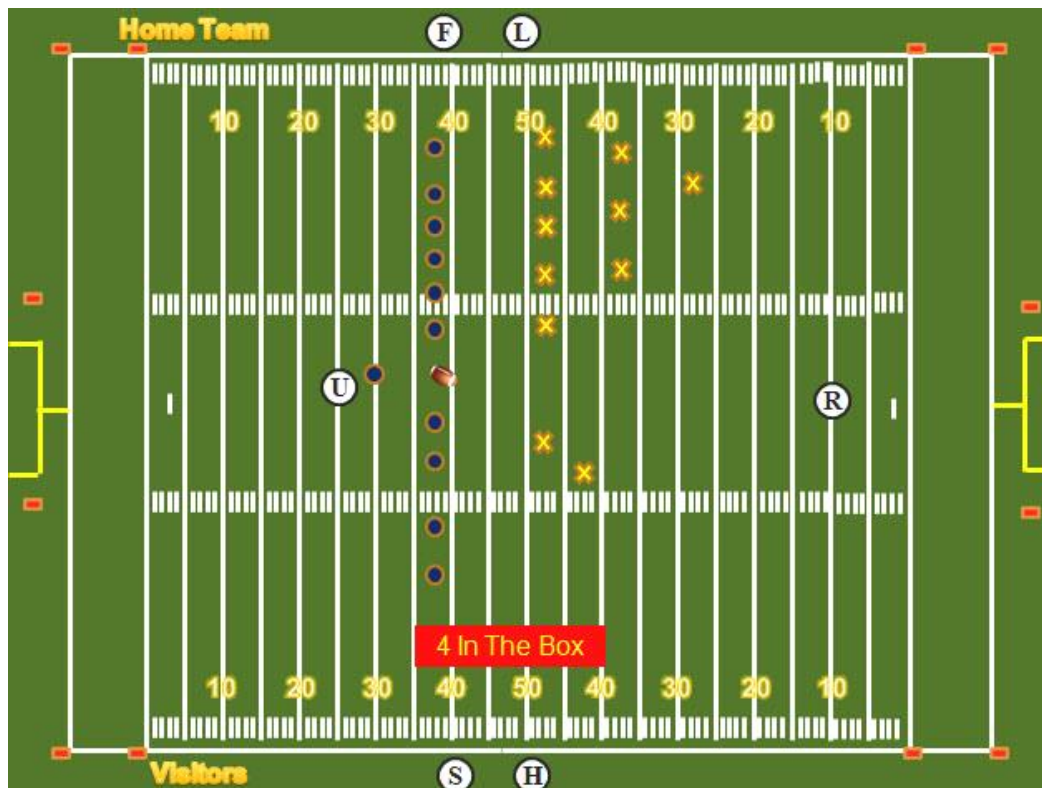
#### After kick:

- After the ball is kicked, move 10-15 yards towards the receiver's goal line.
- Key on Team K players (2-3-4) on your side of the field, see diagram above.
- Be alert to K going out of bounds.
- Officiate from the outside and ahead of the runner.
- You are responsible for blocking ahead of the runback.
- Be ready to pick up runner on long runbacks.
- Be on the goal line before runner crosses.
- You have progress from K's two yard line to K's goal line.
- **Field Judge and Side Judge are secondarily responsible for judging an illegal pop-up kick. If an illegal pop-up kick is judged, whistle the play dead immediately.**



## Basic Mechanics for Crew of 6

### SHORT FREE KICK POSITION



### FOUR IN THE BOX

Referee:

Before the Kick:

- Initial positioning is at the 10-yard line in the middle of the field.
- Count receiving team.
- Check with Umpire. When he indicates players and other officials are ready, sound whistle and give ready-for-play signal to kicking team.
- Be alert to ensure that the kicking team has the proper number of players on either side of the kicker. At least 4 players must be on either side of the kicker when the ball is kicked. Dead ball foul.

After the ball is kicked:

- Be alert to possible fair-catch signals.
- Wind clock when ball is legally touched in the field of play.
- If ball is kicked deep follow runner and cover runback.





## Basic Mechanics for Crew of 6

### Umpire:

#### Before the Kick:

- Initial positioning is the same as for all free kicks, with kicker.
- Be alert to ensure that all kicking team players, except the player that kicks the ball, are no more than 5 yards behind the kicking teams restraining line from the ready-for-play until the ball is kicked.
- Be alert to ensure that the kicking team has the proper number of players on either side of the kicker. At least 4 players must be on either side of the kicker when the ball is kicked. Dead ball foul.

#### After the ball is kicked:

- Focus on kicker and action in center of field. Watch for illegal blocks and touches.
- Watch for illegal touching of kick in the middle of the field (hash mark to hash mark).
- **Umpire is primarily responsible for judging an illegal pop-up kick. If illegal pop-up kick is judged, blow the play dead immediately.**

### Head Linesman and Line Judge:

#### Before the Kick:

- Head Linesman: Initial positioning is on receiving team's restraining line at sideline opposite press box. Count Receiving team.
- Line Judge: Initial positioning is on receiving team's restraining line at sideline on the press box side. Count Receiving team.

#### After the ball is kicked:

- If ball is kicked to your side of field, you are responsible for legality of touching and recovery/catch of the ball.
- If ball is kicked to the opposite side of the field, you are responsible for the legality of any blocking/contact between the kicking and receiving teams.

### Field Judge and Side Judge:

#### Before the Kick:

- Field Judge: Initial positioning is on the kicking team restraining line on the press box side of the field.
- Side Judge: Initial positioning is on the kicking team restraining line opposite the press box.
- Count members of the kicking team.
- Be alert to ensure that all kicking team players, except the player that kicks the ball, are no more than 5 yards behind the kicking teams restraining line from the ready-for-play until the ball is kicked.
- Rule if K violates the restraining line prior to the kick.

#### After the ball is kicked:

- If ball is kicked to your side of field, you are responsible for legality of blocking/contact between the kicking and receiving teams.
- Responsibility to rule on K players stepping out of bounds during the down.
- If ball is kicked to the opposite side of the field, you are responsible for the legality of any blocking/contact between the kicking and receiving teams.
- **Field Judge and Side Judge are secondarily responsible for judging an illegal pop-up kick. If an illegal pop-up kick is judged, whistle the play dead immediately.**

### S - F - L - LJ:

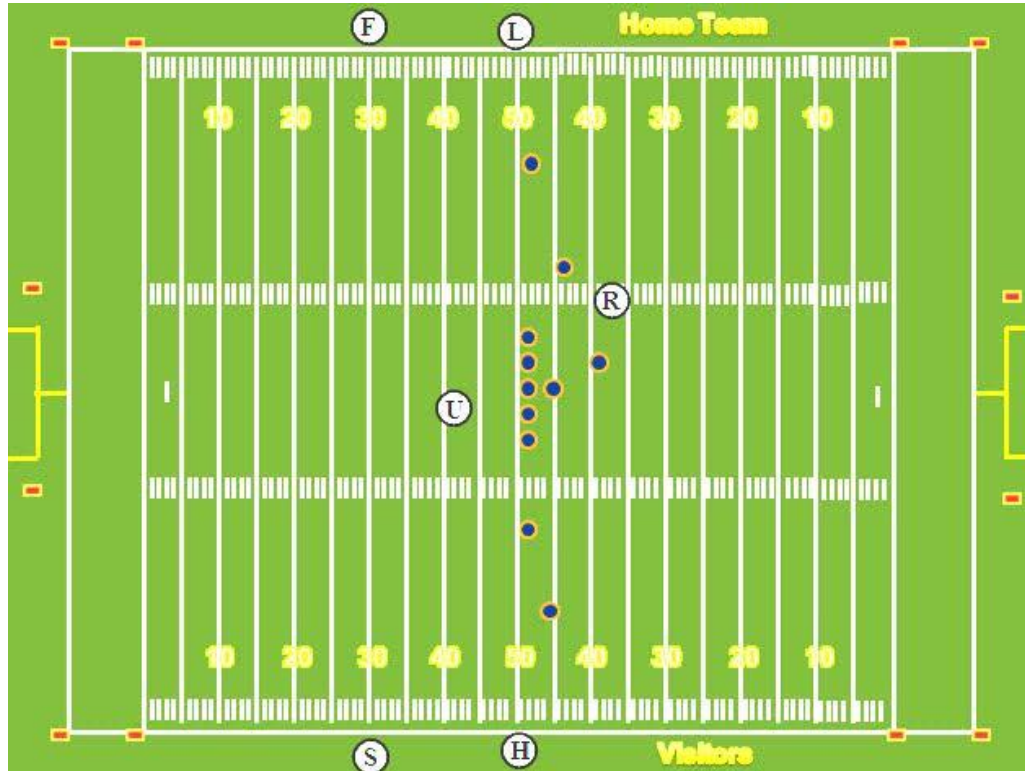
- Determine legality of ball traveling 10 yards.
- **If kick is toward you, wind clock to start when kick is legally touched other than first touching by K.**
- Officials away from kick have responsibility to rule on legality of all blocks.
- Be aware of K or R stepping out of bounds and returning to the field of play.





## Basic Mechanics for Crew of 6

### BASIC SCRIMMAGE POSITION



The following are basic mechanics for normal scrimmage action prior to and after the snap.

#### Referee:

- Usual position is at least 5 to 7 yards deeper than the deepest back or backs (12-15 yards behind the LOS) and outside/wider than the normal tight end position.
- Always work on the throwing arm side of the quarterback.
  - Check the offensive formation and count the offensive players. Signal to Umpire with closed fist in front of you, toward the line of scrimmage, to confirm that the offense has 11 players as Team A leaves their huddle. Hold this signal until Team A reaches the line of scrimmage.
  - Monitor the substitution process and verify that replaced players leave the field immediately (3 seconds).
- You must be in position to view the quarterback's arms and hands prior to the snap, the legality of the snap, and interchange between the center-quarterback.
- Observe the Team A backs between the tackles (including the quarterback) for false starts, and assist the Umpire if there is movement of restricted lineman.
- Be in a position where you may be comfortable to see the football, backs, and the Team A tackle opposite your side, after the snap.



## Basic Mechanics for Crew of 6

- Running plays:
  - Observe action behind the line of scrimmage and the runner while he is behind the line.
  - Observe action on the Quarterback on hand-offs and pitchout after the possession changes to another A player.
  - Observe runner behind the line of scrimmage until he goes out of bounds; coordinate sideline coverage with HL and LJ.
  - If runner is the quarterback, follow the player out of bounds.
  - PROTECT THE QUARTERBACK AT ALL TIMES FROM FLAGRANT FOULS.
- Passing plays:
  - If pass is indicated drop at a 45-degree angle getting deeper and wider as Quarterback drops back into pocket.
  - Immediately following snap, watch the blocking technique of the Team A tackle on the opposite side of the formation.
  - As Quarterback drops back, observe action of assigned Team A tackle behind the line. Switch from the tackle and observe drop back blockers who are now near and around the Quarterback (your primary responsibility) until there is no threat of a foul.
  - Insure that the Quarterback is not roughed or thrown to the ground. Verbally alert the defenders when the passer has released the ball.
  - Rule on intentional grounding. (The Referee shall consult with other officials regarding positions of eligible receivers in the vicinity).
  - Rule on whether the quarterback was in the act of passing or if he fumbled.

### Umpire:

- Position varies according to the formations of both teams; avoid position that will interfere with linebackers. Adjust distance behind the defensive line according to the width of Team A's formation and (except on goal line or try situations) be at least 6 but seldom more than 8 yards deep. Whenever possible, coordinate your position with the Referee for best coverage of the interior line play. Normal position is on side opposite the tight end.
- Count offensive players and signal to Referee as Team A breaks the huddle with an extended arm and closed fist in front of you, toward the line of scrimmage, if the offense has 11 players.
- Hold your signal until Team A reaches the line of scrimmage.
- Read offensive alignment and know 5 ineligible prior to the snap.
- Rule on false starts by restricted linemen prior to the snap and the legality of the snap.
- Be certain the defensive team does not use words or signals to disconcert the opponents.
- At the snap, primary keys are the center and two guards. If the play allows, observe the action of Team A tackle on referee's side of the formation.
- Running Plays:
  - Up the middle, read your primary keys which are the center and two guards. Watch lead blocks. Do not watch ball and runner.
    - ❖ Take progress from wing official.
  - Into either side zone, read keys. Watch lead blocks. Do not watch ball and runner.
    - ❖ Watch dead ball and action behind play.
    - ❖ Hustle to numbers to receive and spot new ball.



## Basic Mechanics for Crew of 6

- Passing Plays:
  - Be alert to possible illegal snaps, false start by offense.
  - You can move up to the line when reading pass, you react to the drop of the linemen
  - Focus attention on action involving the center and guards. Watch for potential chop blocks and clipping.
  - Be aware of touching in or behind neutral zone.
  - Pivot and turn on passes over your head. Help out when possible on catch/no catch.
  - On interceptions and all change of possession plays, be alert for low blocks.

### Head Linesman and Line Judge:

- Take original position on the line of scrimmage at the sideline/off the field.
- Read the offensive formation and know your eligible receiver responsibilities.
- Watch for illegal formations and false starts by offensive players.
- Watch for encroachment by the defense.
- Indicate the offensive line of scrimmage by extended foot, and then take final position straddling the neutral zone.
- Cover man in motion going away from you for illegal motion. This man continues to be your responsibility, even though he changes direction. (Does not relieve opposite official from making obvious call).
- If widest eligible receiver is off the line of scrimmage, hold arm extended towards the backfield until the signal is acknowledged by the flank official opposite from you. Drop signal if receiver goes and motion, and if the widest remaining receiver on your side of the formation is off the line, provide a new signal.
- The Head Linesman and Line Judge are responsible for counting for minimum of seven offensive linemen. Look to the referee and umpire's signal for 11 A players as A leaves the huddle and approaches the line of scrimmage. If you count 4 players in the backfield, you have a legal formation.
- Running Plays:
  - Up the middle - Blocks and ball carrier
  - Toward your side of field - Blocks in front of ball carrier, move to get progress at a 90 degree angle
  - Away from your side of field - Back side blocks, provide the covering official with a cross field progress spot (soft spots).
  - As you move up field, movement is a shuffle step until the play breaks downfield.
  - Use cross field mechanics (soft spots) whenever possible.
- Passing Plays:
  - 2<sup>nd</sup> receiver in from your sideline (2<sup>nd</sup> & 3<sup>rd</sup> receiver in if trips formation to your side).
  - Line Judge stays at line of scrimmage until the ball is thrown or at the latest when it crosses the line of scrimmage, and then gets progress.
  - Head Linesman slide down field 5 yards when you read pass.
  - Watch eligible receiver/defender then zone and ball.
  - Reverse mechanics on interceptions
    - ❖ Back pedal and give up progress to FJ/SJ.
    - ❖ Observe blocks in front of runner.
    - ❖ Get to goal line if necessary.
    - ❖ Clean up around dead ball spot and out-of-bounds.
    - ❖ Watch dead ball action



## Basic Mechanics for Crew of 6

### Side Judge and Field Judge:

- Take original position 20 yards from the line of scrimmage at the sideline/off the field.
  - Know down, distance, and clock status.
  - Field Judge knows status of game clock.
  - Side Judge observe start of the 25 second clock with the R's ready signal.
  - Side Judge check time consumed in snapping the ball and call 25-second infractions. **If there is not a visible play clock, with 5 seconds remaining step onto the field and raise arm to let the offense know status.**
- Read the offensive formation and know your eligible receiver responsibilities.
- Responsible for counting defensive team.
  - Confirm count with each other using an extended fist extended toward the line of scrimmage; once in agreement, drop hand. Observe defensive substitution process and that replaced players leave the field immediately.
- Running Plays:
  - You are responsible for action on or by the widest receiver on your side of the field. Be alert to blocks below the waist, holding.
  - Toward your side of field:
    - ❖ Coordinate coverage with the HL/LJ.
    - ❖ Maintain a 15-20 yard cushion. Be at the goal line when the runner crosses.
    - ❖ You are responsible for ruling on action in advance of the runner.
    - ❖ When the runner goes out of bounds, the HL & LJ will mark the spot of forward progress; you are responsible for cleaning up the action around the play and in the team area if necessary. Have progress from B's two yard line to A's goal line.
  - Away from your side of field
    - ❖ Clean up behind the U.
    - ❖ Be alert to personal fouls, and piling on/dead ball fouls after the ball becomes dead.
    - ❖ Cover action between you and the area of the runner once the play crosses the line of scrimmage.
    - ❖ Assist with forward progress (soft spots).
- Passing Plays:
  - You are responsible for action on and by the widest receiver on your side of the formation.
  - The deep official in whose direction a forward pass is thrown has goal line responsibility and is to remain at the goal line pylon.
  - The deep official opposite the direction a forward pass is thrown has responsibility for the end line.



## Basic Mechanics for Crew of 6

### **Counting Players – Scrimmage Plays:**

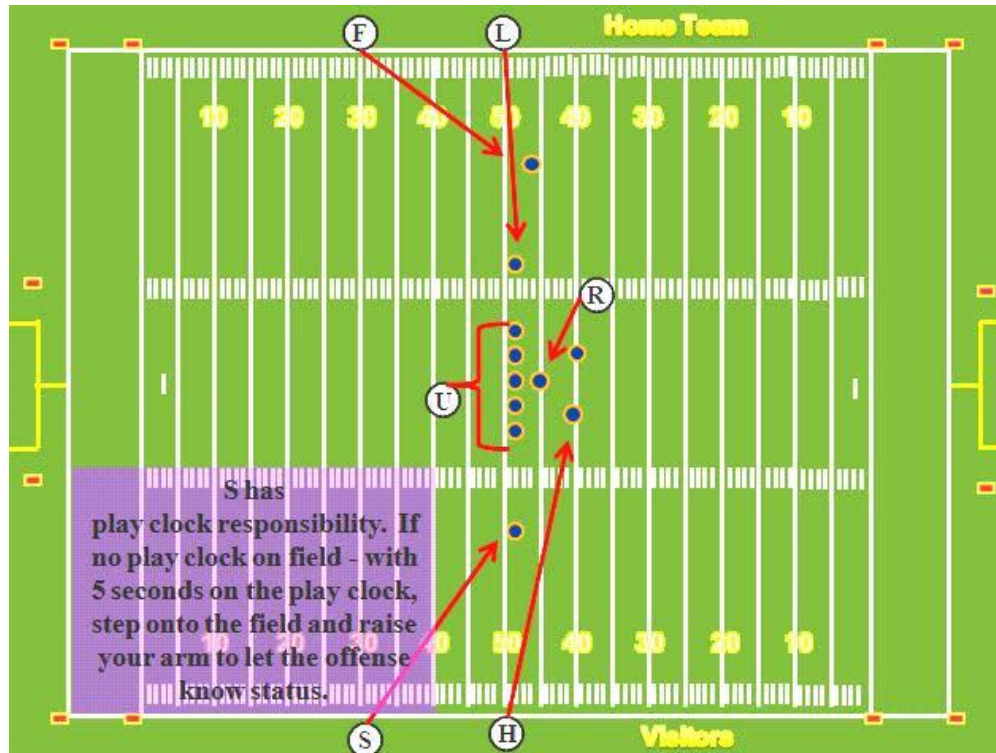
- Referee and Umpire will **count Team A** (the offense).
- Side Judge and Field Judge will **count Team B** (the defense).
  - To confirm your count with your primary partner:
    - ❖ If you have 11 players, you will hold an arm extended with the hand in a fist, pointed toward the line of scrimmage;
    - ❖ If you have less than 11 players, you will hold your hands near your waist, with all fingers pointing toward the ground.
    - ❖ If you have more than 11 players, you will make a short circular motion with your hand near your waist and recount.
  - Excess B Players Prior To Scrimmage Down:
    - ❖ If you count more than 11 players on B, count again. If A is at the line of scrimmage and B is not attempting to remove the excess players from the field, sound the whistle and call a dead ball foul against B.
    - ❖ If A is at the line of scrimmage and Team B is attempting to remove the excess players from the field, give B that opportunity. If the excess players do not get off the field prior to the snap, the deep official on the offending team's side will have a live ball 5 yard illegal substitution penalty.





## Basic Mechanics for Crew of 6

### BASIC PASS COVERAGE RESPONSIBILITIES



#### General Terminology Regarding Keys For Deep and Short Wing Officials:

- The general rule is not to key the same player as another official.
- In determining keys, the following definitions are needed for clarification purposes:
  - Strength of the formation is determined by the number of eligible receivers on a particular side of the offensive formation. It has nothing to do with the number of linemen on each side of the center but rather the number of eligible receivers outside the tackles.
    - ❖ Tight End - the end man on the line of scrimmage lined up no more than two yards from the nearest offensive lineman.
    - ❖ Back In Backfield - a player in the backfield between the tackles at the snap.
    - ❖ Trips - three or more receivers outside an offensive tackle.
    - ❖ Quads - four or more receivers outside an offensive tackle.



## Basic Mechanics for Crew of 6

### ALL:

- **REMEMBER:** Your keys are determined by the relative position of the eligible receivers at the time of the snap. (The “snap-shot”)
- If A player is in motion at the snap, his position at the snap (a picture or “snap-shot”) indicates which official will cover the players.
- **CAUTION:** After the snap, do not release too quickly in assuming zone responsibility. Observe the actions of the players on whom you are keying.
- Stay with your key until the player has cleared any potential contact with an opponent, has moved into his pass route, or the evolving action of the play takes your focus to another part of the field.

### Referee:

- Position is at least 5 to 7 yards deeper than the deepest back or backs (12-15 yards behind the LOS) and outside/wider than the normal tight end position.
- Always work on the throwing arm side of the quarterback.
- Retreat at a 45-degree angle, always working to get wider and deeper as the passer drops back in the pocket.
- Observe blocking by the Team A tackle on the opposite side of the formation (quarterbacks non passing arm).
- Stay behind and aside from passer - be deep enough and wide enough to be able to "see through" the passer, observing the blocking in and around the pocket.
- Observe backs illegally blocking below the waist; observe that backs and lineman are not clipping, holding, or chop blocking rushing defensive lineman.
- Do not release coverage too quickly - remain focused on the passer after the throw and observe action around the passer.
- Be ready to rule on forward pass vs. fumble, grounding and other illegal forward passes, and roughing the passer.

### Umpire:

- Focus attention on action involving the center and guards.
- Watch for potential chop blocks.
- Make sure no lineman passes you prior to the forward pass being thrown.
- Be aware of touching in or behind neutral zone.
- On rollout passes, step forward to line of scrimmage and turn to observe blocking in front of the passer as he rolls-out.
- Pivot and turn on passes over your head. Help out when possible on catch/no catch.
- On interceptions and all change of possession plays, be alert for low blocks.
- In goal line mechanics (5 yard line & in), you have responsibility for passes crossing the line, and whether the passer is beyond the line prior to the pass.



## Basic Mechanics for Crew of 6

### Head Linesman and Line Judge:

- Responsible for the 2<sup>nd</sup> eligible receiver in from the sidelines to your side of the formation
- (2<sup>nd</sup> & 3<sup>rd</sup> receivers in from the sidelines to your side of the formation in trips).
- Line Judge hold the line of scrimmage and do not move downfield until after the ball has been thrown or at the latest crossed the line of scrimmage.
- Head Linesman slide down field 5 yards when you read pass.
- Observe action on your receivers - that the receiver is not held attempting to move downfield and that the receiver is not illegally blocking or clipping defensive players (especially linebackers).
- LJ will have responsibility to rule on whether a forward pass has crossed the line of scrimmage. (Exception: goal line mechanics – 5 yard line & in).
- LJ will have responsibility to rule on whether passer has crossed the line of scrimmage prior to throwing a forward pass. (Exception: goal line mechanics – 5 yard line & in).
- On a quick pass thrown toward you, be prepared to rule if forward or backward. If the pass is backward and toward you, you should punch back.
- If the play ends inbounds, near the sideline and it is a first down, give stop the clock signal only.
- Reverse mechanics on interceptions





## Basic Mechanics for Crew of 6

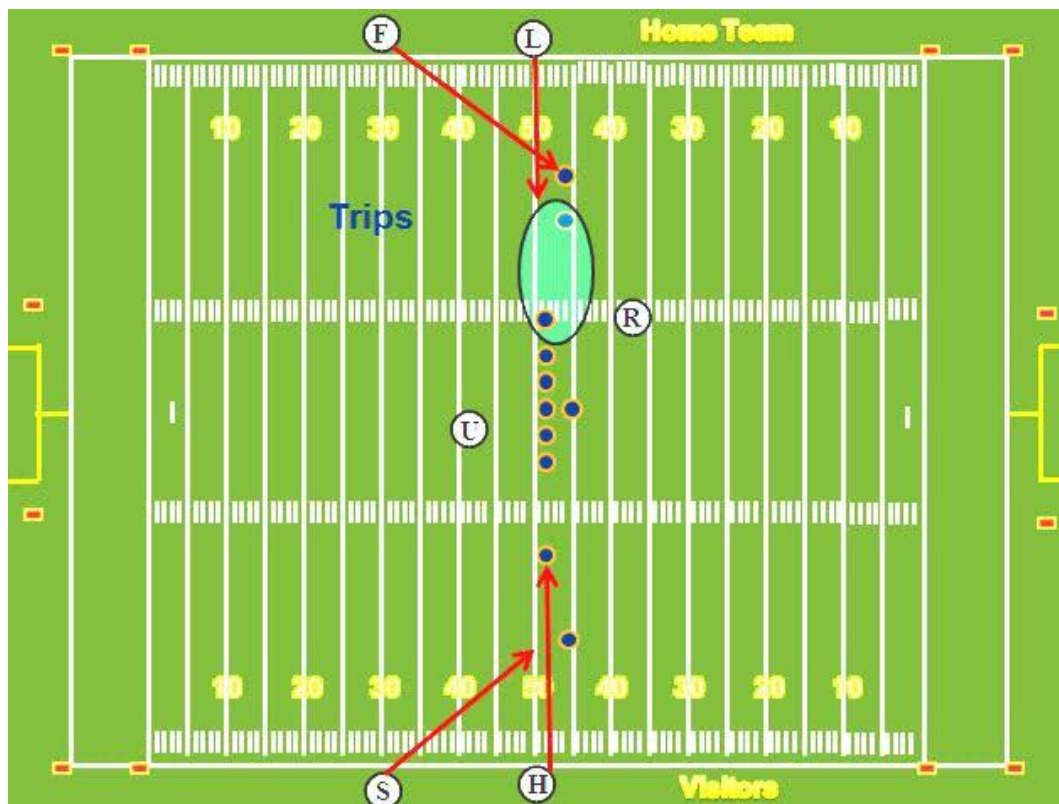
### Side Judge and Field Judge:

- Responsible for the widest eligible receiver in the formation on your side of the field (motion towards trips 2 widest receivers).
- Observe action on your keys (receivers) - that the receiver is not held attempting to move downfield and that the receiver is not illegally blocking or clipping defensive players (especially linebackers).
- Initial positioning is at the sideline and off the field.
- Observe contact on your eligible receiver and the defensive back.
- Be alert to wide receiver going out of bounds.
  - Flag if player goes out-of-bounds and comes back in (unless blocked out).
- When the ball is snapped:
  - Read your keys as dictated by the formation at the snap.
  - Maintain deep positioning (cushion) between yourself and the players moving up field. Cover the play when ball is thrown into your area.
  - When pass is thrown into your area watch the defender's action on the receiver.
    - ❖ Be alert for eligible receivers out of bounds.
    - ❖ Flag if player goes out-of-bounds and comes back in (unless blocked out).
    - ❖ Watch for holding or illegal contacting of eligible receivers and all contact beyond the neutral zone both before and after the pass is thrown.
    - ❖ Focus on initial contact between the shoulders and waist of the players before and during the pass.
    - ❖ When ruling on a pass reception involving the sideline, watch foot and then ball. Give only incomplete signal if incomplete, timeout signal if complete. No other signal(s) are necessary or warranted!
  - The deep official in whose direction a forward pass is thrown has goal line responsibility and is to remain at the goal line pylon, unless the pass is thrown deep into the end zone on his side and the goal line is no longer threatened. The official can move toward the back of the end zone along his sideline.
  - The deep official opposite the direction of a forward pass that is thrown into the end zone has responsibility for the end line. He should move toward the middle of the end line if necessary on a play to the other side of the end zone.
- Reverse mechanics on interceptions
  - On interception run backs, switch responsibilities with the HL/LJ.
  - You are responsible for the runner's forward progress, the HL/LJ will rule on action in advance of the runner.
  - When the runner goes out of bounds, you will mark the spot of forward progress; the HL/LJ is now responsible for cleaning up the action around the play and in the team area if necessary.



## Basic Mechanics for Crew of 6

### PASS COVERAGE RESPONSIBILITIES (TRIPS OR QUADS)



ALL:

**CAUTION:** After the snap, do not release focus from your keys too quickly in assuming zone responsibility.

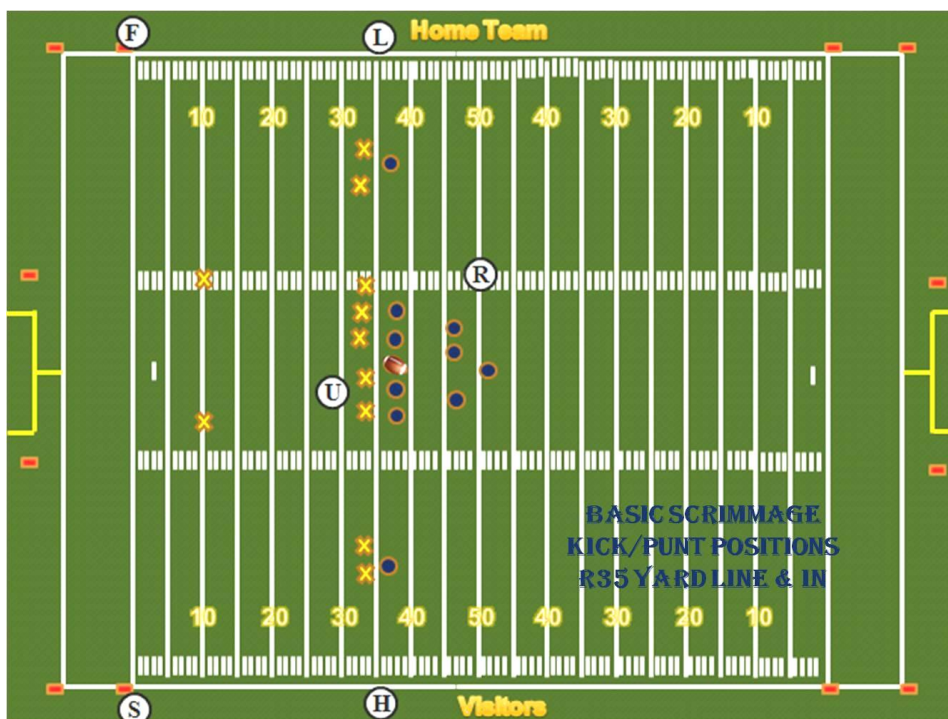
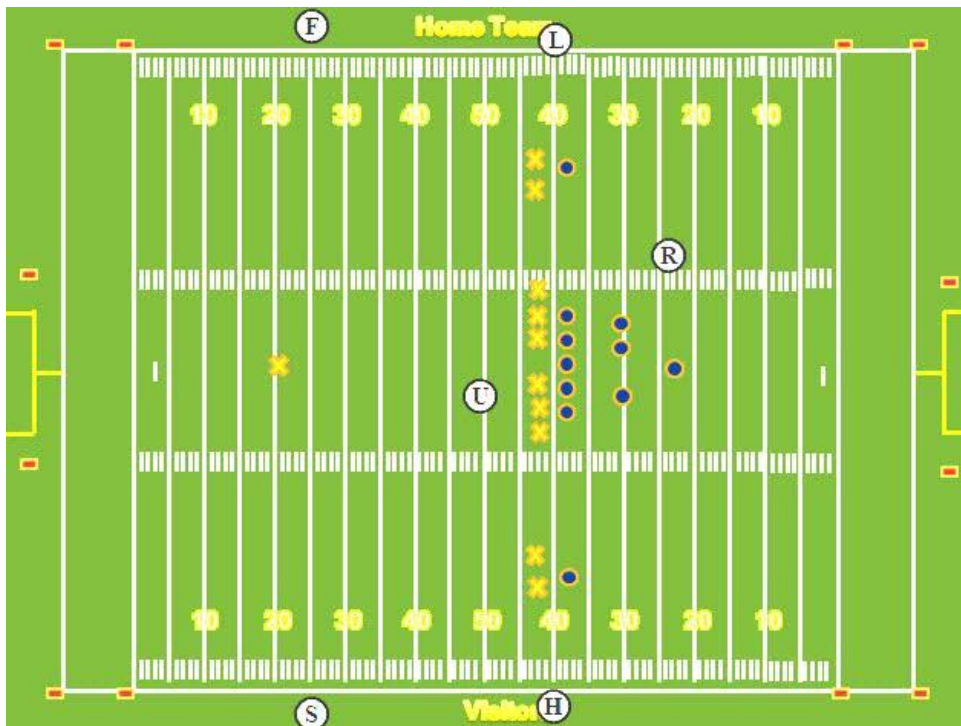
**REMINDER:** The terms “trips” or “quads” refer to the number of eligible receivers on one side of the offensive formation prior to the snap. To the trips (or stack) side of the field:

- In trips, the Field Judge or the Side Judge will cover the widest receivers.
- In quad receivers, the Field Judge or the Side Judge will have the two widest receivers.
- The Head Linesman or the Line Judge will cover the 2<sup>nd</sup> and 3<sup>rd</sup> receiver from the sideline (trips); or, the 3<sup>rd</sup> and 4<sup>th</sup> from the sideline in the quads.
- The side opposite trips or quads is covered in the normal manner.



## Basic Mechanics for Crew of 6

### BASIC SCRIMMAGE KICK / PUNT POSITION





## Basic Mechanics for Crew of 6

### Referee:

- Initial position is in front of the kicker and wider than the normal tight end position of the kicking foot side.
  - See the ball from snap to kick.
  - Be in position to see blockers, rushers, and kicker at the same time.
- Count the kicking team (offense) and signal prior to A approaching the line of scrimmage.
- Be alert to the kicking team's substitution process and timing.
- Warn kicker if he is near the end line prior to the snap.
- Watch blocking and action by players behind the line of scrimmage.
- Observe action of and against the kicker. (Give signal if ball is tipped.)
- If the snap is unsuccessful or the punt is blocked, Referee is responsible for A goal line, and the status of the football (recovery). Keep the ball boxed in with the L or H
- If the ball is loose near to or in A's / K's end zone due to a bad snap or blocked punt, anticipate A's / K's potential bat or kick of the loose ball out of A's / K's end zone in order to deny B / R the opportunity to recover the ball.
- After the ball is kicked, clear action behind the line of scrimmage; then, if kick remains in bounds, observe player's activity between your position and the umpire while proceeding down field.
- If the scrimmage kick lands inbounds, than goes out of bounds beyond the line of scrimmage, it is the responsibility of the deep officials to mark and sell the out of bounds spot. Continue to observe player activity for personal fouls or flagrant acts.
- If kick goes out of bounds in the air, it is your responsibility to raise your hand above your head and chop the FJ/SJ in at the spot
- If the kick is caught or recovered in bounds, be ready to use 'reverse mechanics' on return and be at the goal line when runner crosses.

### Umpire:

- Count offensive players prior to A approaching the line of scrimmage.
- Know the ineligible and players with eligible numbers who are exceptions to the numbering requirement and are replacing numbers 50 to 79 on the line of scrimmage.
- If A (kicking team) leaves the sideline and goes directly to the line of scrimmage, stay over the football until the referee releases you.
- If the snap is mishandled or the punt blocked, move slowly toward A's goal line observing the action of the players around and in pursuit of the football. **DO NOT WATCH THE BALL.**
- Remind defense to avoid the snapper.
- Observe defensive man over center. (Avoid serious injury to the snapper. Know the rule).
- Once the kicked ball is beyond the line of scrimmage, turn and focus your attention towards the return areas, with particular attention to clips or illegal blocks in front of the runner who is returning the kick.



## Basic Mechanics for Crew of 6

### Head Linesman:

- Hold your positions until ball crosses the neutral zone.
- Observe action by and against the gunner immediately after the snap (and other members of the kicking team) as they attempt to move up field on your side of the field.
- Assist Referee in knowing if kick is tipped by a blocker.
- Rule on whether or not the kick has crossed neutral zone.
- If the snap is unsuccessful or the kick is blocked, and if the referee is facing you, move into A's backfield to assist the referee with action around the football. If the referee's back is facing you hold the LOS to rule on whether or not the kick has crossed neutral zone.
- On short line-drive kick, watch for ball being touched by K or R beyond the neutral zone expanded.
- If kick is caught or recovered in bounds, be ready to use 'reverse mechanics' on return and be at the goal line when runner crosses.
- Reverse mechanics on punt returns
  - Back pedal and give up progress to SJ.
  - Observe blocks in front of runner.
  - Get to goal line if necessary.
  - Clean up around dead ball spot and out-of-bounds.
  - Watch dead ball action
- **Head Linesman is secondarily responsible for legality of fair catch signal by receivers.**

### Line Judge:

- Hold your positions until ball crosses the neutral zone.
- Observe action by and against the gunner immediately after the snap (and other members of the kicking team) as they attempt to move up field on your side of the field.
- Assist Referee in knowing if kick is tipped by a blocker.
- Rule on whether or not the kick has crossed neutral zone.
- If the snap is unsuccessful or the kick is blocked, and if the referee is facing you, move into A's backfield to assist the referee with action around the football. If the referee's back is facing you hold the LOS to rule on whether or not the kick has crossed neutral zone.
- On short line-drive kick, watch for ball being touched by K or R beyond the neutral zone expanded.
- If kick is caught or recovered in bounds, be ready to use 'reverse mechanics' on return and be at the goal line when runner crosses.
- Reverse mechanics on punt returns
  - Back pedal and give up progress to FJ.
  - Observe blocks in front of runner.
  - Get to goal line if necessary.
  - Clean up around dead ball spot and out-of-bounds.
  - Watch dead ball action





## Basic Mechanics for Crew of 6

### Field Judge:

- Initial Position with bean bag in hand, take a position on your sideline in line or slightly in front of receiver, on your side of the field
- Set up on goal line to cover the pylon for a kick going out-of bounds when ball is snapped on or inside B's 35-yard line.
- Count Team B Players and confirm with Side Judge.
- Split the field in half with the Side Judge.
  - The Field Judge is responsible for 1/2 of the field, the Side Judge for 1/2.
  - **The FJ is the primary and if there is any question regarding who is the covering official it would be the FJ and the FJ should communicate that he is taking coverage by using the punch back signal; thereby alerting the SJ to take the coverage in front of the receiver. Make sure to discuss this in pre-game with the SJ.**
- Remind yourself of possibility of illegal touching, fair catch, and kick catching interference
- Remind yourself to mark spot where kick ends with beanbag.
- When it appears that the ball will land in your 1/2 of the field, you are responsible for the status of the ball and action of the receiver as he attempts to catch the kick. **Primarily responsible for legality of fair catch signal by receivers.**
- If kick is caught or recovered in bounds and the runback is away from your sideline, cover runner until he enters the Side Judge's 1/2 of the field.
- If kick is caught or recovered in bounds and the runback is to your sideline, be ready to use 'reverse mechanics' on return and rule on the runner's forward progress to the A's two-yard line.
- If the kick is not caught, be ready to take ball into end zone and rule on touchback, give up receiver.
- If the flight of the kick is toward a sideline, move quickly to the out-of-bounds spot.
  - Kick that is out of bounds in flight, the deep official on that side of the field is responsible raising hand and being chopped in at the out of bounds spot by Referee. If grounded first the deep official on that side of the field is responsible for and must sell the out of bounds spot.
- When it appears that the ball will not land in your 1/2 of the field, you are responsible for:
  - Covering the play in front of the receiver, especially the action by B / R against the first A / K players ("the gunners") at or near the catch.
  - Cover action behind the runner if the run back is away from you.
  - Being ready to take over runner if return is to your side.
  - If the kick is returned to your side of the field you have the sideline responsibility to A's / K's two yard line.
  - If the kick is returned to the SJ's side of the field, Watch the action of man who signaled fair catch and does not touch the ball (prohibited from blocking).



## Basic Mechanics for Crew of 6

### Side Judge:

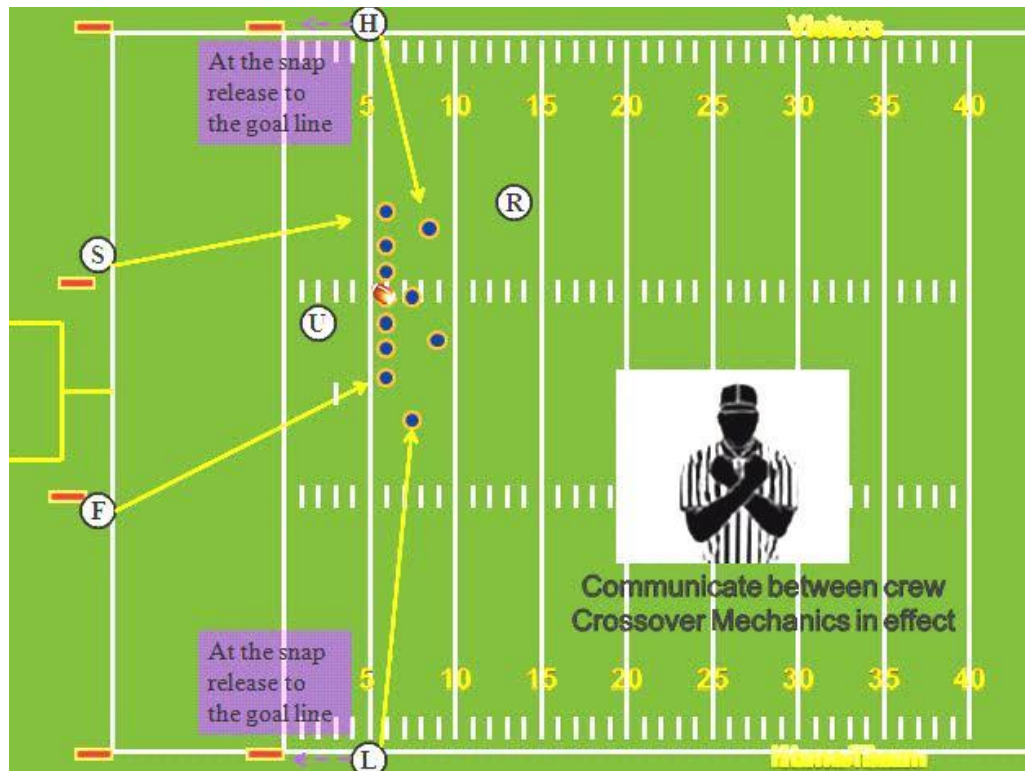
- Initial Position with bean bag in hand is on the sideline and 5 yards in front of the deepest receiver on your side of the field.
- Set up on goal line to cover the pylon for a kick going out-of bounds when ball is snapped on or inside B's 35-yard line.
- Count Team B Players and confirm with Field Judge.
- Split the field in half with the Field Judge.
  - The Side Judge is responsible for 1/2 of the field, the Field Judge for 1/2.
- Remind yourself of possibility of illegal touching, fair catch, kick catching interference
- Remind yourself to mark spot where kick ends with beanbag.
- When it is obvious the kicked ball will clearly land in your 1/2 of the field, immediately signal by extended arm towards B's goal line that you will take the ball. Once you have signaled that you have the ball, you must stay with the ball even if it lands in the Field Judge's territory. You are then responsible for:
  - Moving to a position so that when the receiver/runner catches the kick, you are positioned in front and to the side of the receiver at approximately a 45-degree angle and are able to rule on validity of catch or signal, ruling on kick catch interference, and following the ball if receiver fails to field kick.
  - Rule of legality of fair catch, kick catch interference and batting by kicking team. **Primarily responsible for legality of fair catch signal by receivers.**
  - Bean bag spot of illegal touching and/or spot where kick ends
- If kick is caught or recovered in bounds and the runback is away from your sideline, cover runner until he enters the Field Judge's 1/2 of the field.
- If kick is caught or recovered in bounds and the runback is to your sideline, be ready to use 'reverse mechanics' on return and rule on the runner's forward progress to the two-yard line.
- If the kick is not caught, be ready to take ball into end zone and rule on touchback, give up receiver.
- If the flight of the kick is toward your sideline, move quickly to the out-of-bounds spot
  - Kick that is out of bounds in flight, the deep official on that side of the field is responsible raising hand and being chopped in at the out of bounds spot by Referee. If grounded first the deep official on that side of the field is responsible for and must sell the out of bounds spot.
- When it appears that the ball will not land in your 1/2 of the field, you are responsible for:
  - Covering the play in front of the receiver, especially the action by B / R against the first A / K players ("the gunners") at or near the catch.
  - Cover action behind the runner if the run back is away from you.
  - Being ready to take over runner if return is to your side.
  - If the kick is returned to your side of the field you have the sideline responsibility to A's / K's two yard line.
  - If the kick is returned to the FJ's side of the field, Watch the action of man who signaled fair catch and does not touch the ball (prohibited from blocking).





## Basic Mechanics for Crew of 6

## GOAL LINE POSITION SNAP AT OR INSIDE THE 5-YARD LINE



Referee:

- Take normal basic scrimmage positions and officiate as you would any other scrimmage down.
- If necessary to stop clock to unpile players at the goal line only the Referee will stop the clock and then will wind as soon as the pile is cleared.

Umpire:

- Use basic scrimmage play mechanics, but may not need to be as deep.
- On pass plays, you have responsibility for passes crossing the line or the passer crossing the line prior to the pass being released.
- May need to assist wings with forward progress.
  - Discuss means of communication during pregame.



## Basic Mechanics for Crew of 6

Head Linesman and Line Judge:

- Take regular position out of bounds at sideline.
- Keys change on or inside B's 5-yard line. Key is closest receiver
- When ball is snapped from on or inside the 5-yard line go immediately to the goal line as quick as possible.

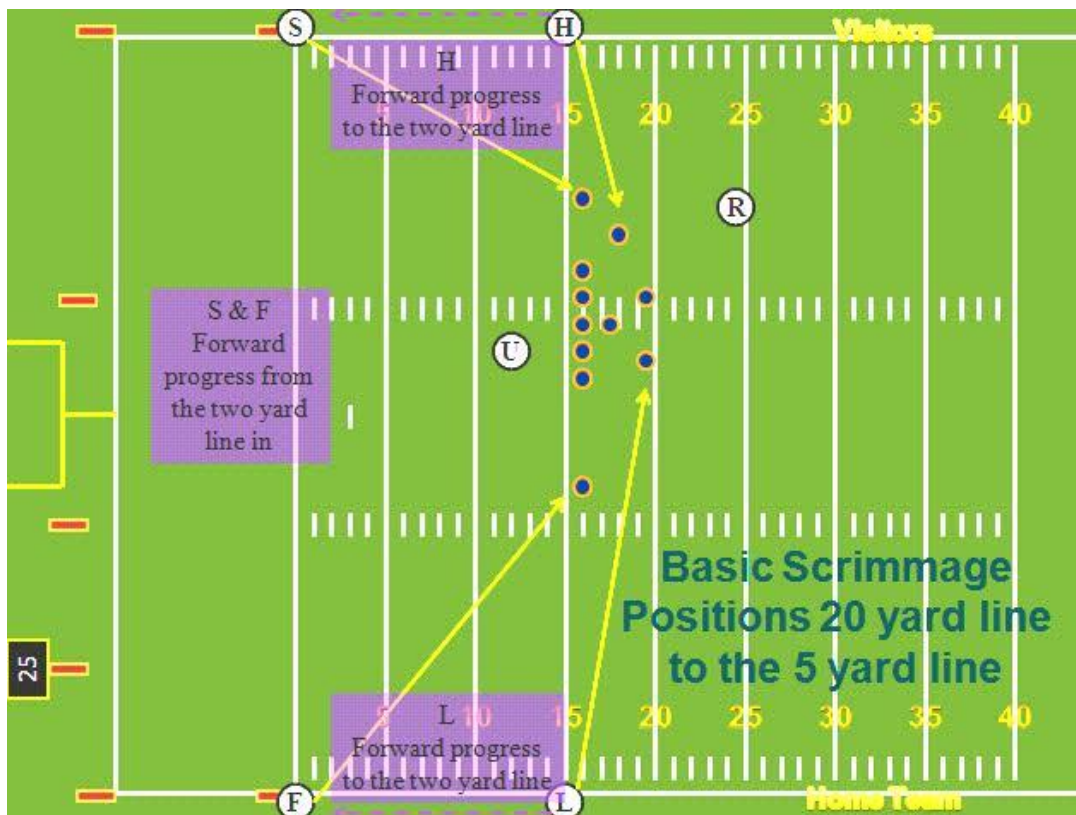
Field Judge and Side Judge:

- When the ball is snapped outside B's 5-yard line, starting position is the same as for other scrimmage plays (see below).
- Keys change when the ball is snapped on or inside B's 5-yard line. Key is inside receiver.
- When the ball is snapped on or inside B's 5-yard line, the basic starting position is on the end line at the pylons denoting the hash marks.

**You may have to adjust your position along the end line.**

## BASIC SCRIMMAGE POSITIONS

### SNAP 20-YARD LINE TO 5-YARD LINE





## **Basic Mechanics for Crew of 6**

### **Reverse Goal Line Mechanics**

#### **Ball snapped on or inside 5 yard line going out**

**Referee:**

- Positioning is the same as for any other scrimmage plays.
- COMMUNICATE AND THINK GOAL LINE.
- Coverage is the same as for any other scrimmage plays.

**Umpire:**

- Coverage is the same as for any other scrimmage plays.
- On pass plays, you have responsibility for passes crossing the line or the passer crossing the line prior to the pass being released.

**Head Linesman:**

- Basic Positioning is same position as any scrimmage play
- Head Linesman has goal line responsibility when the ball is snapped at or inside 3 yard-line.
- Know down & distance, count offense, signal with LJ, identify formation, identify eligible receiver, ensure legal snap, watch tackle, see back and think "go to goal line"
- When ball is snapped at or inside the 3-yard line going out...
  - Get to goal line immediately and officiate the play / rule on progress from there.
  - Stay wide & see the ball
- When ball is snapped between the 3 and 5 yard lines read the play and retreat to the goal line if necessary

**Line Judge:**

- Basic Positioning is same as normal scrimmage play.
- Remind self that first move is back to goal line when ball is snapped at or inside 5 yd line.
- Know down & distance, count offense, signal with HL, identify formation, identify eligible receiver, ensure legal snap, watch tackle, see back and think "go to goal line"
- When ball is snapped at or inside the 5-yard line going out...
  - Get to goal line immediately and officiate the play / rule on progress from there.
  - Stay wide & see the ball

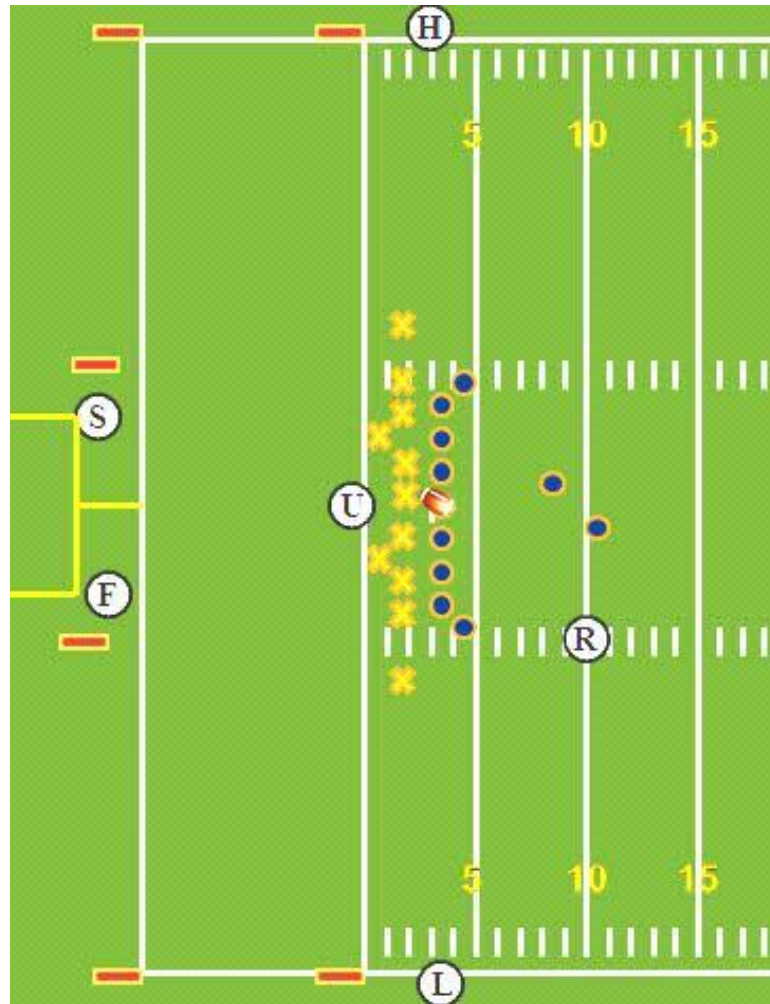
**Field Judge and Side Judge:**

- Coverage is the same as for any other scrimmage plays.



## Basic Mechanics for Crew of 6

### FIELD GOAL AND TRY FOR POINT POSITION



#### Referee:

- Starting position is one-three yards behind and at least five yards to the side of the potential kicker, facing the holder. See the ball from snap to kick. Be in position to see blockers, rushers, and kicker at the same time.
- Be alert to possible fakes and or bad snaps.
- Referee is responsible for action by and on kicker and holder.
- On fakes observe action behind the line of scrimmage and the runner while he is behind the neutral zone.
  - Cover passer if runner throws a legal forward pass.
- Reverse mechanics on kicks that are returned by B / R.
  - If kick is caught or recovered in bounds, be ready to use 'reverse mechanics' on return and be at the goal line when runner crosses.



## Basic Mechanics for Crew of 6

### Umpire:

- Basic positioning is same as for all scrimmage downs
  - Always be able to see the snapper's hands.
- Count kickers. Be alert to defense using words or signals to disconcert the opponents.
- After snap, watch for:
  - Immediate contact with snapper.
  - Holding and personal fouls.
  - Watch for defense using teammate or opponent to gain leverage to block kick.
- Close on pile after kick is away and clean up action.
- On fakes move to line of scrimmage.

### Head Linesman and Line Judge:

- Basic Positioning is same as any scrimmage play
  - Know down & distance, count offense line, signal with opposite official to identify formation, identify eligible receiver, ensure legal snap, watch wing back, think kick rules (no low blocks).
- After snap watch blocking at the corner and wing back
- On fakes you have sideline responsibility to the end line. You also have goal line responsibility. Be at the goal line pylon and ready to rule on possible touchdown if necessary.
- Reverse mechanics on kicks that are returned by B / R
  - Back peddle & beat them to the goal line. HL/LJ has responsibility for blocks in front of runner.

### Field Judge and Side Judge:

- Take position behind the goal post to look up the upright of the goal on your side of the field.
- Count B players and verify count.
- Read the offensive formation and determine your player responsibility.
- Be alert for blocked or 'fake kick'.
- After the snap
  - Be ready to rule on success or failure of field goal/try attempt.
    - ❖ FJ has whistle on PAT kicks and field goal attempts
  - Be alert for fake field goal attempts; be ready to cover runs or passes.
  - Be alert for illegal touches or batting.
  - Be alert for ball striking an upright or crossbar.
    - ❖ If ball strikes crossbar FJ is responsible for ruling over under
  - Sideline and end line coverage.
  - Communicate before signaling.
- Reverse mechanics on kicks returned by B / R.
  - If the return is to your side of the field, you are responsible for his forward progress to the opponent's 2-yard line. The flank official will cover action in front of the runner and is responsible for cleaning up the action around the play and in the team area if necessary.





## Basic Mechanics for Crew of 6

### Field Goal Attempt By Free Kick After A Fair Catch or Awarded Fair Catch



#### Referee and Umpire:

- Take positions behind the goal post to look up the upright of the goal on your side of the field.
- Count B players.
- Be alert to ensure that the kicking team has the proper number of players on either side of the kicker. At least 4 players must be on either side of the kicker when the ball is kicked. Dead ball foul.
- Be ready to rule on success or failure of field goal attempt.
- Be alert for ball striking an upright or crossbar.
  - (If ball strikes crossbar R is responsible for ruling over / under.)
  - R sound whistle when successful kick passes upright
  - Communicate before signaling.
  - Both R & U, at the same time, move one yard into the end zone in front of their upright and signal score (S #5) or no score (S #10) twice while facing the line.

#### If try is short and returned:

- Trail play, officiate from the inside out.
- Serve as cleanup around the play and team area if necessary.



## Basic Mechanics for Crew of 6

### Head Linesman and Line Judge:

- Take a position at the goal line pylon on your side of the field.
- Count B players.
- Be ready to rule on whether the ball has crossed the goal line.
- Be alert of possible fair catch signals.
- Mark first touching, fumble, momentum or end of kick

### If try is short and returned:

- Signal clock to start when kick is touched legally in the field of play
- Officiate from the outside and behind the runner.
- You have progress from the goal line to K's two yard line.

### Side Judge and Field Judge:

- SJ hand the ball to the kicker, point out the referee's location and remind him that the R will give the ready for play signal.
  - Position is on the kicking team restraining line opposite the press box side of the field.
  - Be alert to ensure that all kicking team players, except the player that kicks the ball, are no more than 5 yards behind the kicking teams restraining line from the ready-for-play until the ball is kicked.
  - Count K players and indicate to referee that you have counted the kicking team.
- FJ position is on the receiving team restraining line on the press box side of the field.
  - Count R players and indicate to referee that you have counted the receiving team. If try is short and returned:
- Officiate from the outside and ahead of the runner.
- Observe blocks by R and action of other players in vicinity of runner.
- Be ready to pick up runner on long runback.
- Be on goal line before runner crosses.
- You have progress from K's two yard line to K's goal line.





## Basic Mechanics for Crew of 6

### PENALTY ADMINISTRATION

**R:** Give a preliminary signal to the press box on all fouls other than false starts and/or encroachment infractions. When using a field microphone the number of the player who committed the foul shall not be announced.

- Meet with offended captain and relay his choice of acceptance or refusal to the U before measurement of the foul.
- After the foul has been measured, signal the press box again to inform them as to the nature and result of the enforcement. If the penalty is refused, inform the press box by using the proper signal.
- Mark the ball ready for play and wind the clock when appropriate.

**U:** When the R informs you of the foul and the offended team, search out the appropriate team captain and escort him to the R in order for the penalty options to be given to him for evaluation and decision.

- If necessary, measure the penalty from the proper enforcement spot and place the ball at the succeeding spot in order for it to be marked ready for play. Do not walk off the distance line by line, do the math in your head and walk directly to the proper yard line.
- Check with the H to ensure any measurement has been marked at the proper distance.

**H:** Move to the enforcement spot and measure the proper distance of the penalty at your sideline. Make eye contact with the U before he places the ball at the succeeding spot and ensure that he measured the proper distance.

**L:** Hold the enforcement spot until the measurement is completed to ensure proper enforcement.

**S and F:** One of you mark the dead ball spot and cover the game ball until an alternate ball has been placed by the U at the succeeding spot. The other of you cover the dropped flag and when measurement and enforcement have been completed, return it to the calling official.

**H, L, S, and F:** Communicate with head coach the nature of the foul, down and distance and the number of the player committing the foul.



## Basic Mechanics for Crew of 6

### MEASUREMENTS

**R:** Observe the measurement and rule on whether the line to gain has or has not been reached. Remember that “Line-to-Line” is a first down and does not require any measurement.

- Give the appropriate signal to the Press Box indicating the result of the measurement.
- If the ball must be moved from a side zone to the inbounds line, leave the measured ball with the FJ and grasp the chain appropriately and then move to the hash mark and spot an alternate game ball at the succeeding spot.
- Mark the ball ready for play and wind the clock when appropriate.

**U:** Secure the front stake from the chain crew and stretch the chain to measure for the first down. If measuring in a side zone, move with the R to the inbounds line and again stretch the chain for placement of an alternate game ball.

**H:** Grasp the chain and clip at the point intersecting the 5 yard stripe closest to the rear stake and then move into the field of play to place the chain with the clip at the spot indicated by the L for measurement.

- If the line to gain is not reached, return the chain to the sideline using the clip for placement at the proper spot.

**L:** Mark the spot for the placement of the chain with the clip by the H. Ensure that this spot is perpendicular to the yard line at which the dead ball has been marked.

**S:** If measuring in a side zone, secure an alternate game ball for placement by the R at the inbounds spot if necessary. If the line to gain has been reached, place this alternate game ball at the proper inbounds spot or hand the ball to the U for such placement.

**F:** Hold the ball during the measurement and do not allow its position to be disturbed throughout this administration or until an alternate game ball has been placed at the inbounds line at the succeeding spot.

# EXHIBIT F

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# **2017-2018 PIAA CONSTITUTION and BY-LAWS**

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## CONSTITUTION AND BY-LAWS

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# CONSTITUTION

## EQUAL OPPORTUNITY STATEMENT

The Pennsylvania Interscholastic Athletic Association, Inc. (PIAA) believes that all boys and girls should have equal opportunity to participate in all levels of interscholastic athletics regardless of race, color, sex, creed, religion or ethnic background.

## ADHERENCE TO AND ENFORCEMENT OF PIAA CONSTITUTION

The initial responsibility for adherence to and enforcement of the PIAA Constitution by a PIAA member school, its students and its personnel rests with the Principal of that school. Notwithstanding this initial responsibility for compliance, (1) the Principal of any PIAA member school, by written request or complaint to the Chairman of the appropriate District Committee or PIAA Office, may allege or bring to the attention of PIAA a violation of, or a failure to meet, applicable provisions of the PIAA Constitution by any person and/or member school, and (2) a District Committee or the Board of Directors may, on its own motion, enforce the PIAA Constitution in the absence of submission of the matter to it by the Principal of a PIAA member school.

This portion of the Handbook contains the PIAA Constitution, as in effect July 1, 2017. Any subsequent amendments for 2017-2018 will appear on the PIAA Web site at [www.piaa.org](http://www.piaa.org).

### ARTICLE I NAME

The name of this Association is the Pennsylvania Interscholastic Athletic Association, Inc. (herein sometimes referred to as PIAA).

### ARTICLE II PURPOSES

#### Section 1. Charitable Purposes.

The purposes of PIAA are:

##### A. Health.

To organize, develop and direct an interscholastic athletic program which promotes, protects, and conserves the health and physical welfare of all participants.

##### B. Education.

To formulate and maintain policies that safeguards the educational values of interscholastic athletics and cultivate the high ideals of good sportsmanship.

##### C. Competition.

To promote uniformity of standards in all interscholastic athletic competition.

In carrying out its purposes, PIAA does not contemplate pecuniary gain or profit, incidental or otherwise. PIAA is incorporated exclusively for, and the nature of the activities to be conducted and the purposes to be promoted by PIAA exclusively is for, charitable and educational purposes within the purview of Section 501(c)(3) of the Internal Revenue Code of 1986 ("Code"). In fulfilling said purposes, PIAA may engage in any lawful activity which may be conducted on a not-for-profit basis by a Section 501(c)(3) organization.

#### Section 2. No Inurement.

No part of the net earnings of PIAA shall inure to the benefit of or be distributable to its directors, officers, or other private persons, except that PIAA is authorized and empowered to pay reasonable compensation for services actually rendered and to make payments and distributions in furtherance of the purposes and objects set forth herein. No substantial part of the activities of PIAA shall be the carrying on of propaganda or otherwise attempting to influence legislation and PIAA may not participate or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of this Constitution, PIAA shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt under Section 501(c)(3) of the Code, or corresponding provisions of any subsequent federal tax laws, or by an organization, contributions to which are deductible under Section

170(c)(2) of the Code or corresponding provisions of any subsequent federal tax laws.

### ARTICLE III MEMBERSHIP

#### Section 1. Members.

All public high schools, intermediate schools, junior high schools, and middle school which are accredited by the Pennsylvania Department of Education (PDE), and all Charter Schools and Private Schools within Pennsylvania, meeting PIAA's membership requirements, are eligible for membership in PIAA.

PIAA member schools must sponsor at least one Team. The membership of a member school which ceases to sponsor at least one Team shall terminate automatically at the conclusion of the then-current membership year, unless the school is a party to a valid contract under the Cooperative Sponsorship of a Sport Program, in which case its membership shall terminate with termination of that agreement.

### INTERPRETATIONS

#### Section 1. December 29, 1964.

PIAA will admit to membership intermediate high schools, subject to the dues schedule of senior high schools, unless they are defined by PDE as junior high schools. Eligibility of students in such schools will be determined by the District Committee based on local situations.

#### Section 1. May 23, 1952.

PIAA recognizes as separate high schools those schools recognized as separate high schools by PDE.

#### Section 2. Application for Membership.

Application for membership in PIAA shall be made by submitting a PIAA Application for School Membership to the District Committee of the PIAA District in which the school is geographically located. Each PIAA Application for School Membership must be signed by the Principal and must be accompanied by the annual dues and a resolution of approval executed by the School Board or the Board having jurisdiction over the applicant school. The resolution must state that, in all matters pertaining to interscholastic athletic activities, the school shall be governed by the Constitution, By-Laws, Policies and Procedures, and Rules and Regulations of PIAA. Applications for membership in PIAA shall be approved by the applicable District Committee and by the PIAA Board of Directors if the criteria set forth in Sections 1 and 2 of this ARTICLE are met.

#### Section 3. When Membership Becomes Effective.

Membership in PIAA becomes effective the next following July 1st after the school's application is approved by the PIAA Board of Directors.



**Section 4. Withdrawal of Membership.**

Requests for withdrawal of membership in PIAA must be made in writing, by the Principal of the school, to the Executive Director of PIAA, and must be accompanied by a resolution of withdrawal executed by the School Board or the Board having jurisdiction over the PIAA member school, stating the reason for withdrawal.

**ARTICLE IV****DUES AND ENROLLMENT REPORT****Section 1. Annual Dues and Enrollment Report.**

The annual dues of PIAA member senior high schools are based on the total enrollment of boys and girls in grades 9-11 in the senior high school and shall include all Home-Schooled Students; all students attending an Alternative School, Magnet School, or a Technology School, who are eligible at the senior high school that the students would otherwise attend by virtue of their residences; and all students enrolled in a Charter School or a Cyber Charter School who are eligible at the senior high school that the students would otherwise attend by virtue of their residences; as of the date as of which the school reports its enrollment to the Pennsylvania Department of Education (PDE) of each odd-numbered year. The enrollment report must be filed with the PIAA Office not later than the date the Public School Enrollment Report is due to the Pennsylvania Department of Education. The Principal and Superintendent of any PIAA member school failing to file the requested enrollment report by the aforementioned deadline shall be sent a notice of such failure and a copy of this provision. If the enrollment report is not received within ten (10) days after the notice was sent, the school shall be assessed a fine of \$1,000. For each ten (10) days thereafter that the enrollment report is not received, the school shall be assessed an additional fine of \$1,000. No individual student-athlete nor Team from the school is eligible to participate in District and/or Inter-District Championship Contests in any sport until such report is received and such fine is paid.

Member senior high schools shall be divided each even-numbered year into four classes based on enrollment, each containing as nearly as possible an equal number of schools.

Member junior high/middle schools are all in one class.

The dues of PIAA member schools shall be established by the Board of Directors.

**INTERPRETATIONS****Section 1. March 23, 2007**

Where a student is enrolled at a Charter School, and where the public school district in which the student resides has no senior high school, the school at which the student is in full time attendance shall include the student in its calculation of enrollment.

**Section 1. May 27, 2004.**

PIAA member schools should not include in their calculation of enrollment those students enrolled at a member Charter School that sponsors at least one interscholastic sport under the jurisdiction of PIAA. Students enrolled at such member Charter School shall be included in the enrollment calculation of only that school. This lack of inclusion in the PIAA member school's enrollment does not affect the eligibility of Charter School students to participate at the school that those students would otherwise attend by virtue of their residence, in those interscholastic sports not sponsored by the Charter School.

**Section 1. May 25, 1951.**

In six-year high schools, a membership fee must be paid by both the senior and junior high/middle schools if the school has a Team which competes in both senior and junior high/middle school sports.

**Section 2. When Dues are Payable.**

All dues are payable at the beginning of each school year. If dues are not paid on or before September 30 of the current school year, a school will be regarded to be delinquent and a penalty of 25 percent of the amount due will be added to the amount of dues. Dues with the 25 percent late payment penalty are to be paid on or before October 31 of the current school year. After October 31 of the current school year, the membership of the delinquent school in PIAA shall lapse until such time as the dues and penalties imposed have been fully satisfied.

**Section 3. Reinstatement of Delinquent Schools.**

A school which has been delinquent for up to two years may be reinstated to membership upon payment of the back dues and penalties. A school which has been delinquent for more than two years is required to submit a new application in order to be admitted to membership.

**ARTICLE V****ORGANIZATION AND AUTHORITY****Section 1. Pennsylvania Interscholastic Athletic Association, Inc. (PIAA) Districts.**

For the purposes of organization, legislation, and administration, PIAA is divided into Districts. One or more Districts, at the discretion of the Board of Directors, may incorporate and operate under and pursuant to the Pennsylvania Nonprofit Corporation Law of 1988, as amended (or successor provisions thereof). The PIAA Districts shall include the following counties, respectively:

**District 1 -** Bucks, Chester, Delaware, and Montgomery

**District 2 -** Lackawanna, Luzerne, Pike, Susquehanna, Wayne, and Wyoming.

**District 3 -** Adams, Berks, Cumberland, Dauphin, Franklin, Juniata, Lancaster, Lebanon, Perry, and York.

**District 4 -** Bradford, Columbia, Lycoming, Montour, Northumberland, Snyder, Sullivan, Tioga, and Union.

**District 5 -** Bedford, Fulton, and Somerset.

**District 6 -** Blair, Cambria, Centre, Clearfield, Clinton, Huntingdon, Indiana, and Mifflin.

**District 7 -** Allegheny (except the City of Pittsburgh), Armstrong, Beaver, Butler, Fayette, Greene, Lawrence, Washington, and Westmoreland.

**District 8 -** City of Pittsburgh.

**District 9 -** Cameron, Clarion, Elk, Jefferson, McKean, and Potter.

**District 10 -** Crawford, Erie, Forest, Mercer, Venango, and Warren.

**District 11 -** Carbon, Lehigh, Monroe, Northampton, and Schuylkill.

**District 12 -** Philadelphia

**Section 2. Transfer of Schools From One PIAA District to Another.**

Upon (1) the request of the School Board or the Board having jurisdiction over the school, and (2) and approval by a three-fourths majority vote of the Board of Directors, a school may be transferred from the jurisdiction of one PIAA District to that of an adjacent PIAA District. The procedure for requesting such transfer is as follows:

1. The request of the school shall first be submitted to the District Committee of the District having jurisdiction over the school.

2. Following issuance of a recommendation by the District Committee having jurisdiction over the school, the request shall be submitted to the District Committee of the District to which the school desires to transfer.



3. Following issuance of a recommendation by the District Committee of the District to which the school desires to transfer, the request shall be submitted to the Board of Directors.

A negative recommendation by a District Committee of the request for transfer will not stop the foregoing procedure, if the school desires that it continue.

The Board of Directors, in considering a request to transfer Districts, has complete discretion in whether to grant or deny such request. The Board may consider the recommendations of the respective District Committees and the reasons for said recommendations, the likely impact on other schools and scheduling, Postseason bracketing, costs, and other PIAA-related factors that might mitigate for or against the transfer. The Board of Directors assumes that the school making the request has already considered and assessed the financial and other impacts that the transfer would have on that school.

Additionally, Private Schools in any second-class city in Pennsylvania may automatically and without any further action from the District or Board of Directors, transfer to a PIAA District adjacent to the one in which they are geographically located.

## ARTICLE VI

### BOARD OF DIRECTORS AND OFFICERS

#### Section 1. Board of Directors.

The administrative and executive body of PIAA is known as the Board of Directors. To be eligible to be a member of the Board of Directors, persons must represent a defined constituency with established guidelines for two-way communication with their constituents. The Board of Directors acts as the certifying agent.

#### Section 2. Membership of the Board of Directors.

A. Each District is entitled to one representative for the first fifty member senior high schools or fraction thereof. For each fifty additional member senior high schools or major fraction thereof, an additional representative is allowed. These representatives must be members of their respective District Committees and must be employed as a Principal, Athletic Director, and/or faculty member of a PIAA member school or as a school administrator of a public school district which has at least one member in PIAA.

## INTERPRETATION

### Section 2A. March 24, 2011

Should a District Committee representative to the Board of Directors, after July 1 of any year, cease to be employed as a Principal, Athletic Director, and/or faculty member of a PIAA member school or as a school administrator of a school district which has at least one PIAA member, that person may, at the discretion of that member's District Committee, be replaced or continue to serve on the Board of Directors until the immediately following June 30.

B. There shall be one member at large elected by and from the junior high/middle schools' representatives of the District Committees. The elected member shall serve for two years, beginning each odd-numbered year.

C. A representative of the Pennsylvania School Boards Association (PSBA) shall serve as a member of the Board of Directors.

D. A second representative of the Pennsylvania School Boards Association (PSBA), who is an elected member of a School Board at the time of appointment, shall serve as a member of the Board of Directors.

E. A representative of the Pennsylvania Association of School Administrators (PASA), who is employed as a school administrator at the time of appointment, shall serve as a member of the Board of Directors.

F. A representative of the Pennsylvania Association of Secondary School Principals (PASSP), who is employed as a

Principal at the time of appointment, shall serve as a member of the Board of Directors.

G. A representative of the Pennsylvania State Athletic Directors' Association (PSADA), who is employed as an Athletic Director at the time of appointment, shall serve as a member of the Board of Directors. The representative shall serve for two years, beginning each even-numbered year.

H. A representative of the Pennsylvania Coaches' Association (PCA), who is employed as a Coach at the time of appointment, shall serve as a member of the Board of Directors. The representative shall serve for two years, beginning each odd-numbered year.

I. One female registered sports official, who is on active status and in good standing with PIAA, elected annually from among their own by the female officials' representatives to the respective District Committees ("the Officials' Council"); and one male registered sports official, who is on active status and in good standing with PIAA, elected annually from among their own by the male officials' representatives to the respective District Committees ("the Officials' Council") shall serve as members of the Board of Directors.

J. The chairperson of the Girls' Athletic Steering Committee, elected every other year, shall serve as a member of the Board of Directors. The chairperson shall serve for two years, beginning each odd-numbered year.

K. The chairperson of the Private Schools' Steering Committee, elected every other year, shall serve as a member of the Board of Directors. The chairperson shall serve for two years, beginning each even-numbered year.

L. A representative of the Pennsylvania Department of Education (PDE), appointed by the Secretary of the Department of Education, shall serve as a member of the Board of Directors.

M. One female representative and one male representative, selected by and from the Parents' Advisory Committee, shall serve as members of the Board of Directors. The representatives shall serve for two years, beginning each even-numbered year.

N. Each constituency entitled to select a member of the Board of Directors may select one or more alternates for each such member. In the absence of a member from a meeting of the Board of Directors, one of the alternates may attend such meeting and exercise at the meeting all powers of the absent member.

#### Section 3. Term of Office.

The members of the Board of Directors shall serve for a period of one year beginning July 1st next following their election, except the junior high/middle schools' representative, the representative of the Pennsylvania State Athletic Directors' Association (PSADA), the representative of the Pennsylvania Coaches' Association (PCA), the chairpersons of the Girls' Athletics and Private Schools' Steering Committees, the representatives of the Parents' Advisory Committee, and the representatives of the Officials' Council, who shall serve for a period of two years.

Any director may be removed by a vote of two-thirds of the directors at any meeting of the Board of Directors whenever, in the judgment of the directors, the best interest of PIAA would be served thereby.

#### Section 4. Officers.

The officers of PIAA are a President, a Vice President, and a Treasurer. Any officer may be removed for any or no cause by a vote of two-thirds of the directors.

#### Section 5. Time of Meeting.

The Board of Directors shall meet annually for organization purposes after May 1st and prior to July 1st, and at such other times thereafter as the president or a majority of the members of the Board of Directors may request.

**ARTICLE VII  
POWERS AND DUTIES OF  
BOARD OF DIRECTORS AND OFFICERS**

**Section 1. Powers and Duties of Board of Directors.**

The Board of Directors shall have the following powers and duties:

**A.** To have general control over all interscholastic athletic relations and Contests in which a PIAA member school participates.

**B.** To elect its own officers, who shall be the officers of PIAA, and to establish its own rules of procedure.

**C.** To employ an Executive Director, who shall serve for a term and under conditions established by the Board of Directors, and to define the duties of the Executive Director.

**D.** To administer the finances of PIAA.

**E.** To interpret the provisions of the Constitution, By-Laws, Policies and Procedures, and Rules and Regulations of PIAA and such other by-laws, policies, procedures, rules, and regulations as it may, from time to time, adopt.

**F.** To determine the method of and the qualifications for the registration of officials; to determine their powers and duties; and to make and apply necessary policies, procedures, rules, and regulations for such officials.

**G.** To investigate, request, receive and/or otherwise obtain information (written and/or oral), hear and decide matters in dispute between PIAA member schools located in different jurisdictions. In assuming this responsibility, the Board of Directors shall not be required to assume the position of investigator. The Board of Directors will not consider matters submitted more than one year after the dispute arose.

**H.** To investigate, request, receive and/or otherwise obtain information (written and/or oral), hear and decide appeals from decisions of Regional Panels or District Committees. In assuming this responsibility, the Board of Directors shall not be required to assume the position of investigator. The Board of Directors will not consider appeals submitted more than thirty days after the decision of a Regional Panel or District Committee.

**I.** To fix and enforce penalties for any violation of the Constitution, By-Laws, Policies and Procedures, and Rules and Regulations of PIAA and such other by-laws, policies, procedures, rules, and regulations as it may, from time to time, adopt.

**J.** In acting pursuant to the provisions of subsections E, F, G, H, and I of this Section, the Board of Directors shall act at its next regularly scheduled meeting, unless the Executive Director determines, or the Regional Panel or District Committee certifies, that immediate disposition of the matter would be in the best interests of PIAA. In such event, the President of PIAA shall promptly convene a Board of Appeal to hear and determine such matter as expeditiously as possible. The membership of such Board of Appeal shall consist of at least five members of the Board of Directors designated by the President for each such matter. The presiding officer shall be the PIAA President or another officer of PIAA (Vice President or Treasurer) appointed by the President. If no officer of PIAA is available to preside, the President shall appoint another member of the Board of Appeal to preside. No officer or member of the Board of Directors is eligible to serve upon such Board of Appeal in any matter involving such officer's or member's school, public school district, Regional Panel, or District. Such Board of Appeal's decision shall be final and binding upon all parties to the matter.

**K.** To have general control of Inter-District Championship Contests.

**L.** To authorize the return of membership dues and to exclude from membership or to suspend from membership in PIAA any school whose Principal does not enforce the

Constitution and By-Laws, Policies and Procedures and Rules and Regulations of PIAA or who is not responsible for all interscholastic athletic activities carried on by the Principal's school.

**M.** To exercise such other powers as are in keeping with the growth and needs of PIAA and which are consistent with the provisions of the Constitution, By-Laws, Policies and Procedures, and Rules and Regulations of PIAA.

**N.** A majority of its members shall constitute a quorum for the transaction of business of the Board of Directors.

**O.** To acquire by purchase, gift, devise, or otherwise, real estate and interests therein for the general use and purposes of PIAA.

**P.** Any action required or permitted to be taken at any meeting of the Board of Directors or any committee thereof may be taken without a meeting if, prior to such action, a written consent thereto is signed by all members of the Board of Directors or of the committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board of Directors or the committee.

**INTERPRETATION**

**May 21, 2014.** Where any action requires a vote of a specified percentage (majority;  $\frac{2}{3}$ ,  $\frac{3}{4}$ , etc.) of the entire Board of Directors, all members of the Board may vote on the matter, irrespective of individual conflicts of interest. Conflicts of interest should, however, be disclosed to the Board prior to the vote.

**Section 2. Powers and Duties of the President, Vice President, Treasurer, and Executive Director.**

Officers must be members of the Board of Directors. They shall serve a term of one-year and may be re-elected so long as they remain members of the Board of Directors. The officers of PIAA are President, Vice President, and Treasurer. They shall perform the duties ordinarily incident to their offices.

**A. President.**

In addition to his or her duties hereinafter described, the President shall serve as the Chair of the Board, and shall have general supervision over the carrying out of the policies adopted or approved by the Board. He or she shall:

1. Preside at all meetings of the Board and Executive Committee;
2. Perform such other duties as may be designated to him or her by the Board or the Executive Committee;
3. Have the power to appoint any committee as may from time to time be deemed necessary or advisable in the opinion of the Board; and
4. Be an ex-officio member of all committees.

**B. Vice-President.**

In the absence of the President or in the event of an inability or refusal to act, the Vice President shall have all the powers of, and be subject to, all restrictions incident to the office of President.

**C. Treasurer.**

The Treasurer shall receive the budget presented to the PIAA Board of Directors by the Executive Director of PIAA and shall make a financial report at each regular meeting of the Board of Directors.

**D. Executive Director.**

The Board may select an Executive Director, who is responsible for the active management of the day-to-day operational, administrative, personnel, and programmatic affairs of PIAA. The Executive Director shall see that all orders and resolutions of the Board of Directors are carried into effect. The Executive Director shall have sufficiently broad authority to enable him or her to carry out his or her responsibilities and he or she shall act as the duly authorized representative of PIAA upon authorization by the Board of Directors. In addition, the Executive Director is the custodian of the properties and records

of PIAA; shall keep a record of all monies received by and due PIAA; shall prepare the annual budget for the consideration of the Board of Directors; shall remit to the Treasurer all PIAA monies; shall make reports to the PIAA Board of Directors as it may direct; and shall perform all other acts and duties in connection with the growth and needs of PIAA as the Board of Directors may direct.

#### **INTERPRETATIONS**

##### **ARTICLE VII, and ARTICLE VIII. October 26, 1957.**

The Board of Directors and District Committees will not consider any protests in Contests which are based on play situations or officials' decisions involving interpretation or judgment of plays.

In no case will the results of a Contest be reversed nor will a Contest be ordered or permitted to be replayed.

Questions regarding interpretation of rules or judgment of officials should be submitted in writing to the Executive Director.

##### **Section 2. December 29, 1936; as amended July 27, 2007.**

The Executive Director, or the Executive Director's designee, is given complete charge of all Inter-District Championship Contests.

##### **Section 2. May 27, 1938.**

The Executive Director is given authority to decide all cases of Transfer or questions concerning non-resident students in the interim between Board of Directors meetings.

##### **Section 2-D. July 23, 1987; as amended May 11, 2002; and May 20, 2009.**

Authority of Executive Director Summarily to Impose Temporary Penalties.

When, in the opinion of the Executive Director, there has been a violation of the Constitution, By-Laws, Policies and Procedures, and/or Rules and Regulations of PIAA, and the Executive Director determines that, as a result of such violation, it is in the interest of the protection of persons or property, or otherwise in the interest of PIAA or a member thereof, that action be taken before a District Committee, Regional Panel, or the Board of Directors, within their respective jurisdictions, can reasonably meet to address the matter, the Executive Director may impose any penalty provided for such violation. The penalty so imposed shall remain in force until the earlier to occur of the next meeting of the District Committee or Regional Panel or the passage of 14 days in matters within the jurisdiction of the District Committee or Regional Panel, or until the next meeting of the Board of Directors in matters within its jurisdiction.

#### **ARTICLE VIII REGIONAL PANELS**

Contiguous PIAA Districts, having within their geographic boundaries one or more schools that are under the jurisdiction of another PIAA District ("Cross-District Schools"), may agree to form Regional Panels for the purpose of resolving certain matters pertaining to those Cross-District Schools. These Regional Panels shall be created and administered as set forth below.

##### **Section 1. Creation.**

Regional Panels between contiguous PIAA Districts may be created only by written agreement between the Districts. No District is required to enter into an agreement with any other District(s). Regional Panel agreements shall specifically set forth the scope of the powers of the Panel, but, in no event shall said powers exceed those authorized in this ARTICLE.

##### **Section 2. Composition.**

Regional Panels shall consist of at least three members from each of the Districts entering into the agreement. Each District must have the same number of members on the Regional Panel. The selection of the members shall be decided by the members of the respective District Committees.

#### **Section 3. Officers.**

The officers of each Regional Panel shall be a Chairman, a Vice Chairman, and a Secretary. Officers shall be elected by the Panel and shall serve for a period of time as determined appropriate and necessary under the circumstances that necessitated the creation of the Panel. Officers shall be selected by the members of the Regional Panel. If there is no agreement on selection of the Chairman, the Executive Director shall designate one member of the Regional Panel to serve as Chairman.

#### **Section 4. Finances.**

The Regional Panels shall not have a treasury. The participating District Committees shall share equally in the expenses, if any, of the Panel, and the participating Districts shall reimburse their Committee members for expenses incurred in their participation on the Panel.

#### **Section 5. Powers and Duties of a Regional Panel.**

Subject to further limitation by the agreement between the participating Districts, Regional Panels have the following powers and duties:

**A.** To elect its own officers.

**B.** To investigate, receive, request and require data from PIAA member schools, and to hear and decide (1) disputes between two or more PIAA member schools located in the participating Districts; (2) matters arising under ARTICLE VI of the PIAA By-Laws involving Transfers or athletic recruiting, including students transferring from or to a Cross-District School; (3) alleged breaches of contracts; and (4) alleged violations by Cross-District Schools of the Constitution, By-Laws, Policies and Procedures, and Rules and Regulations of PIAA. The Regional Panel will not consider matters arising solely within one of the participating Districts nor will it consider matters submitted more than one year after the dispute arose.

**C.** To fix and enforce penalties, in the different Districts within the Region, for violation of the Constitution, and By-Laws, Policies and Procedures, and Rules and Regulations of PIAA, within the limits prescribed by the By-Laws. The Regional Panel will not consider matters arising solely within one of the participating Districts

**D.** No member of the Regional Panel is eligible to vote in a dispute involving such member's school or public school district, excepting that members of a Panel from PIAA Districts VIII and XII are permitted to vote in disputes involving schools from their Districts, provided that the matter does not involve the member's school.

**E.** Referrals of matters to the Regional Panels shall be made by one or both of the participating Districts and shall be submitted to the Chairman of the Regional Panel, in writing.

**F.** The Regional Panel may not consider matters arising solely within one of the Districts.

**G.** A quorum for the transaction of business of the Regional Panel is met if at least two members from each participating District are present.

#### **ARTICLE IX DISTRICT COMMITTEES**

##### **Section 1. Composition.**

**A.** The makeup of each District Committee shall be decided by the members of that particular District; provided that at least one member of the District Committee must be a representative of the junior high/middle schools of the District, one a representative of the School Boards of the District, one a representative of the PIAA-registered officials in the District, one a representative of the Athletic Directors of the District, and one a representative of the girls' athletic programs in the District.



**B. Method of Selection.**

1. The PIAA member schools of a District shall elect each year from their own District, at their annual meeting, members, at their discretion, to serve for one year except the junior high/middle schools' representative, who shall serve for a period of two years, starting the following July 1st, all of whom must be employed as a Principal, Athletic Director, and/or faculty member of a PIAA member school or as a school administrator of a public school district which has at least one member in PIAA.

**INTERPRETATION****Section 1B-1. March 24, 2011**

Should a member of a District Committee, after July 1 of a year in which that person is elected to the District Committee, cease to be employed as a Principal, Athletic Director, and/or faculty member of a PIAA member school or as a school administrator of a school district which has at least one PIAA member, that person may, at the discretion of that member's District Committee, be replaced or continue to serve on the District Committee until the immediately following June 30.

2. The School Board member, whose high school is a member of PIAA, shall be appointed for a term of two years by the Board of Directors of the Pennsylvania School Boards Association (PSBA) from each of the PIAA geographic District areas.

3. The officials' representative shall be elected for a term of two years by the PIAA-registered officials of the District. When there is only one nominee for an officials' representative position in a District, an election will not be conducted, and the nominee will be elected to the position. Representatives of odd-numbered Districts will be elected in the odd-numbered years and representatives of even-numbered Districts will be elected in the even-numbered years.

**C. Time of Selection.**

All elections and appointments shall be made prior to July 1st.

**D. Vacancies.**

When a vacancy occurs in the membership of the District Committee, the unexpired term shall be filled by the remaining members of the Committee, except that in the case of the School Boards representative, the Board of Directors of the Pennsylvania School Boards Association (PSBA) shall appoint an interim representative to fill the unexpired term; and in the case of the officials' representative(s), the Executive Director shall conduct a special election among the affected PIAA-registered officials of the District to fill the unexpired term(s).

**E.** The members of each District Committee elected for the following year shall meet for organization purposes only, prior to July 1st.

**F.** If a District fails to elect a District Committee prior to July 1st, the President of PIAA shall appoint a chairman for the District who shall serve during the ensuing year. The President shall conduct an election for the remaining members of the District Committee within one month following their appointment.

**Section 2. Officers.**

The officers of each District Committee shall be a Chairman, a Vice Chairman, a Secretary, and a Treasurer, or a Secretary-Treasurer combined.

**Section 3. Powers and Duties of a District Committee.**

A District Committee has the following powers and duties subject to exercise by the Board of Directors of its powers as provided in ARTICLE VII above:

**A.** To have general control within the District over all interscholastic athletic relations and Contests in which a PIAA

member school participates, subject to the provisions of the rules and regulations of the Board of Directors.

**B.** To elect its own officers and establish its own rules of procedure.

**C.** To administer the finances of the District Committee.

**D.** To render, within the District, an opinion on the provisions of the Constitution, By-Laws, Policies and Procedures, and Rules and Regulations of PIAA.

**E.** To investigate, hear, and decide matters in dispute between PIAA member schools located within the District. The District will not consider matters submitted more than one year after the dispute arose. No officer or member of the District Committee is eligible to vote in case of a dispute involving such officer's or member's school or public school district.

**F.** To receive, request, or require data on alleged violations of the Constitution, By-Laws, Policies and Procedures, and Rules and Regulations by or from schools located within the District. In assuming this responsibility, the District Committee shall not be required to assume the position of investigator. Charges of violation of the Constitution, By-Laws, Policies and Procedures, and Rules and Regulations of PIAA by a PIAA member school must be made to the Chairman of the District Committee in writing, and, if requested by the District Committee, such evidence shall be presented in the form of affidavits.

**G.** To make determinations as to the eligibility of contestants, and to address alleged violations of the Constitution, By-Laws, Policies and Procedures, and Rules and Regulations of PIAA.

**H.** To fix and enforce penalties, within the District, for violation of the Constitution, and By-Laws, Policies and Procedures, and Rules and Regulations of PIAA, within the limits prescribed by the By-Laws.

**I.** In acting pursuant to the provisions of subsections D, E, F, G, and H of this Section, the District Committee shall act at a scheduled meeting, unless the Chairman of the District Committee determines that immediate disposition of the matter would be in the best interests of the District or PIAA. In such event, the Chairman of the District Committee shall promptly convene a Hearing Panel to hear and determine such matter as expeditiously as possible. The membership of such Hearing Panel must consist of at least five members of the District Committee designated by the Chairman for each such matter requiring expeditious disposition. No officer or member of the District Committee is eligible to serve upon such Hearing Panel in any matter involving such officer's or member's school or public school district.

**J.** To have general control of District Championship Contests.

**K.** To act with the Board of Directors in the transfer of schools from one District to another.

**L.** A District Committee has such other powers within the District as are in keeping with the growth and needs of PIAA and which are consistent with the provisions of the Constitution, By-Laws, Policies and Procedures, and Rules and Regulations of PIAA.

**M.** A majority of its members constitutes a quorum for the transaction of business of the District Committee except in cases where a three-fourths or unanimous vote of the entire Committee is required.

**INTERPRETATIONS**

**ARTICLE IX. October 26, 1957.** The Board of Directors and District Committees will not consider any protest in Contests which are based on play situations or officials' decisions involving interpretation or judgment of plays.

In no case will the results of a Contest be reversed nor will a Contest be ordered or permitted to be replayed.

Questions regarding interpretation of rules or judgment of officials should be submitted in writing to the Executive Director.

**Section 3. January 30, 1998.**

A District Committee may authorize its executive staff to schedule hearings before the District Committee and Hearing Panels of the District Committee, to receive, request, or require data on alleged violations of the Constitution, By-Laws, Policies and Procedures, and Rules and Regulations of PIAA by or from schools located within the District, and to prepare and sign letters communicating decisions made by the District Committee and Hearing Panels.

**Sections 3-E and 3-I. March 24, 2006.**

Officers and members of the PIAA District VIII and PIAA District XII Committees are permitted to vote in disputes between two schools in such officer's or member's public school district, provided that the matter does not involve the officer's or member's school, and to serve on Hearing Panels involving the officer's or member's public school district, provided that the matter does not involve the officer's or member's school.

**Sections 3-A and 3-E. May 24, 2017.**

A District Committee has authority to address and resolve any actions by a league or conference which are contrary to the purposes and goals of PIAA.

**ARTICLE X**

**LOCAL MANAGEMENT AND CONTROL**

**Section 1. Responsibility of Principal.**

The Principal of each school, in all matters pertaining to the interscholastic athletic relations of the Principal's school, is responsible to PIAA. The Principal may delegate some of these powers but such delegation does not relieve the Principal of responsibility for any infraction, by the Principal's school, of the Constitution, By-Laws, Policies and Procedures, and Rules and Regulations of PIAA.

**Section 2. Powers and Duties of Principal.**

The Principal has the following powers and duties:

**A.** To have control over all interscholastic athletic relations in which the Principal's school participates.

**B.** To sanction all Contests in which the Principal's school participates, and to notify the Executive Director of PIAA, within ten days, if the Principal's school has entered a Contest which the Principal has not sanctioned.

**C.** To exclude any contestant who, because of violations of policies of the local School Board or Board having jurisdiction over the school, would not represent the Principal's school in a becoming manner, and also to exclude any contestant who has suffered serious illness or injury until that contestant is pronounced physically fit by the school's licensed physician of medicine or osteopathic medicine, or if none is employed, by another licensed physician of medicine or osteopathic medicine.

**D.** To be responsible for the treatment of all visitors and officials attending Contests conducted by the Principal's school. Penalties may be imposed upon a PIAA member school whose Principal fails to provide reasonable protection for officials and visitors at home Contests. If a Contest is played at a neutral place, the Principals of the participating schools shall be held jointly responsible for this protection. In such a case, penalties may be imposed upon either or both of the schools.

**E.** To see that all contracts for Contests in which the Principal's school participates are in writing and bear the Principal's signature or, at the Principal's option, that of the Athletic Director.

**F.** All written contracts with officials must be signed by the Principal or by one Principal representing a conference or league or, at the option of the applicable Principal, the Athletic Director or one Athletic Director representing a conference or league.

**G.** To authorize a full-time teacher of the Principal's public school district to be the Faculty Manager of the Team

representing the school, unless the Principal acts as the Faculty Manager.

**H.** The Principal, or the Principal's authorized representative, must accompany the school's Teams to all Contests.

**I.** To be responsible for certifying in writing the eligibility of all contestants in accordance with the By-Laws of PIAA.

**J.** The Principal has such other powers concerning interscholastic athletics within the Principal's school as are in keeping with the growth and needs of the school and which are consistent with the provisions of the Constitution, By-Laws, Policies and Procedures, and Rules and Regulations of PIAA.

**ARTICLE XI**

**LIABILITY AND INDEMNIFICATION**

**Section 1. No Personal Liability.**

A director shall not be personally liable as such for monetary damages for any action taken unless (1) the director has breached or failed to perform his or her duties under the provisions of the Pennsylvania Nonprofit Corporation Law of 1988 ("NPCL") and (2) the breach or failure to perform constitutes self-dealing, willful misconduct, or recklessness. The foregoing limitation of liability shall not be deemed exclusive of any provision which the Board of Directors now or hereafter may have to limit such liability. The limitation of liability set forth above shall not apply to any responsibility or liability pursuant to any criminal statute or for the payment of taxes pursuant to local, state, or federal laws.

**Section 2. Indemnification.**

PIAA shall indemnify any director or officer, and may indemnify any other employee or agent, who was or is a party to, or is threatened to be made a party to, or who is called as a witness in connection with any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, including an action by or in the right of PIAA, by reason of the fact that he or she is or was a director, officer, employee, or agent of PIAA or is or was serving at the request of PIAA as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses, including attorneys' fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding unless the act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness.

**Section 3. Not Exclusive Right.**

The indemnification and advancement of expenses provided by, or granted pursuant to, this ARTICLE shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, contract, vote of the Board of Directors, or pursuant to the direction, howsoever embodied, of any court of competent jurisdiction or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. It is the policy of PIAA that indemnification of, and advancement of expenses to, directors and officers of PIAA shall be made to the fullest extent permitted by law.

**Section 4. Payment of Expenses.**

PIAA shall pay expenses incurred by an officer or director, and may pay expenses incurred by any other employee or agent, in defending a civil or criminal action, suit, or proceeding in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by PIAA.

**Section 5. Applicability to Former Director.**

The indemnification and advancement of expenses provided by, or granted pursuant to, this ARTICLE shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such person.

**Section 6. Fund.**

PIAA may create a fund of any nature, which may, but need not be, under the control of a director, or otherwise secure or insure in any manner, its indemnification obligations, whether arising under this Constitution or otherwise. This authority includes, without limitation, the authority to (i) deposit funds in trust or in escrow, (ii) establish any form of self-insurance, (iii) secure its indemnity obligation by grant of a security interest, mortgage, or other lien on the assets of PIAA, or (iv) establish a letter of credit, guaranty or surety arrangement for the benefit of such persons in connection with the anticipated indemnification or advancement of expenses contemplated by this ARTICLE. The provisions of this ARTICLE shall not be deemed to preclude the indemnification of, or advancement of expenses to, any person who is not specified in Section 1 of this ARTICLE but whom PIAA has the power or obligation to indemnify, or to advance expenses for, under the provisions of the NCL or otherwise. The authority granted by this Section 6 shall be exercised by the Board of Directors.

**Section 7. No Impairment if Repealed.**

The repeal of this ARTICLE or any amendment thereof which may impair or otherwise diminish the protection afforded hereby to the persons described herein is effective only with respect to acts or omissions by such persons which occur after the effective date of such repeal or amendment and shall have no effect whatsoever with respect to acts or omissions occurring prior to such effective date.

## ARTICLE XII AMENDMENTS

**Section 1. Majority Approval Necessary.**

Amendments to this Constitution must be approved either by two-thirds of the schools voting or by a majority of the total membership.

**Section 2. Proposed Amendments.**

Proposed amendments must be approved by a vote of two-thirds of the Board of Directors before being submitted to the PIAA member schools, provided, however, that on the two-thirds petition of a District Committee to the Executive Director, the Board of Directors shall submit such proposals to the PIAA member schools for their approval or rejection.

**Section 3. When Amendments Must be Submitted for Approval.**

Amendments to be considered during the current year must be presented by February 1st to the Executive Director.

**Section 4. Withdrawal of Proposed Amendments.**

A proposed amendment, which has been properly submitted by the Board of Directors for approval by the membership, may be withdrawn by a vote of two-thirds of the Board of Directors. A proposed amendment, which has been submitted pursuant to a two-thirds petition of a District Committee, may be withdrawn by a two-thirds vote of that District Committee.

**Section 5. When Amendments Must be Voted Upon.**

Amendments approved by the Board of Directors or presented on petition as provided in Section 2 of this ARTICLE, must be submitted to the PIAA member schools by May 1st.

**Section 6. How Amendments are Voted Upon by Schools.**

Amendments approved by the Board of Directors or presented on petition as provided in Section 2 of this ARTICLE, must be submitted to the members of each District for their

consideration and for their vote at a meeting of the PIAA member schools called by the District Chairman.

**Section 7. When Votes on Amendments Shall be Tabulated.**

Tabulation of the votes of the various Districts shall be made by the District Committee and submitted to the Executive Director by May 1st.

**Section 8. Effective Date of Amendments.**

Amendments become effective on the date designated in the Resolution of the Board of Directors submitting the amendment to vote of the PIAA member schools, or, in the absence of such designation, on the next following July 1st.

**Section 9. Defeated Amendments.**

The provision of a defeated amendment may not be submitted for vote by PIAA in the following calendar year.

**Section 10. Non-Substantive Amendments.**

The Board of Directors shall have authority to make technical, typographical, spelling, and grammatical changes to the Constitution in order to assure editorial continuity with substantive changes approved by the membership, and to delete provisions which have become obsolete.

## ARTICLE XIII ADMINISTRATION

**Section 1. Definitions.**

Definitions of terms set forth in the Glossary attached to the PIAA By-Laws are applicable to the terms so defined which also appear in this Constitution, the PIAA Policies and Procedures, and the PIAA Rules and Regulations. The Board of Directors has the power to amend the Glossary as it deems appropriate.

**Section 2. Seal.**

The Board of Directors shall provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of PIAA.

**Section 3. Fiscal Year.**

The fiscal year of PIAA is from July 1 to June 30.

**Section 4. Books and Records.**

PIAA shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Directors and committees having any of the authority of the Board of Directors.

**Section 5. Principal Office.**

The principal office of PIAA is in Mechanicsburg, Pennsylvania, where the executive offices are located, or such other place within the Commonwealth of Pennsylvania as the Board of Directors may decide from time to time. The Board of Directors may establish and maintain branch offices in other locations within the Commonwealth of Pennsylvania, when in the judgment of said Board such branch offices may be necessary or convenient in carrying out the purposes of PIAA.

**Section 6. Meetings.**

**A. Annual Meeting.** The annual meeting of PIAA shall be held on such date as may be determined by the Board of Directors, at the registered office of PIAA, or at such other location, as may be determined by the Board of Directors and as shall be designated in the notice of said meeting, for the purpose of transacting such business as may be properly brought before the meeting.

**B. Special Meetings.** The President and/or Executive Director may fix any place, either within or without the Commonwealth of Pennsylvania, as the place for holding any special meeting of the Board of Directors called by them.

**C. Notice.** Notice of any meeting of the Board of Directors must be given at least five days previously thereto by written notice delivered personally or sent by first-class mail, facsimile, or electronic mail to each Director at his or her address as shown by the records of PIAA. The attendance of a Director at any meeting constitutes a waiver of notice of such meeting, except where a Director attends the meeting for the express purpose of

objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the business of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, except where otherwise provided by law or this Constitution.

**D. Expenses of Attendance.** Directors as such may not receive any stated compensation for their services, but by resolution of the Board of Directors, a fixed sum for expenses of attendance, if any, may be allowed for attendance in each regular or special meeting of the Board; provided, that nothing herein shall be construed to preclude any Director from serving PIAA in any other capacity and receiving compensation therefore.

**E. Teleconferencing.** Any one or more Directors may participate in the meeting of the Board or of a committee of the Board by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Such participation constitutes presence in person at the meeting. Notwithstanding the foregoing, however, use of conference telephone and similar communications equipment may be permitted at the discretion of the Board of Directors, which is deemed to have permitted such use unless and until it should have taken action to prohibit such use.

**Section 7. Waiver of Notice.**

Whenever any notice whatsoever is required to be given under the provisions of the Pennsylvania Nonprofit Corporation Law of 1988 or under the provisions of the Articles of Incorporation or the Constitution of PIAA, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, is deemed equivalent to the giving of such notice.

**Section 8. Term of Existence.**

PIAA shall continue in existence in perpetuity, unless dissolved by the Board of Directors of PIAA, or by vote of 2/3 of the PIAA member schools voting or a majority of the total membership, or by the vote of 80% of the members of the Board of Directors. If for any reason, PIAA is dissolved and terminated, all of its assets shall be distributed to such organizations which are then qualified under section 501(c)(3) and section 509(a)(1), (2), or (3), or any successor provision of the Internal Revenue Code of 1986, as determined by vote of two-thirds (2/3) of the members of the Board of Directors of PIAA in attendance at a duly constituted meeting. Such dissolution shall be subject to the provisions of the Articles of Incorporation of PIAA and, further, any funds distributed shall continue to be subject to the restrictions and requirements imposed by donors to PIAA with respect to its component funds, foundations, and trusts. Any assets not so disposed of shall be disposed of by a court of competent jurisdiction in the county in which the principal office of PIAA is then located, exclusively for the purposes stated in the Articles of Incorporation of PIAA, or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.



## BY-LAWS

### ADHERENCE TO AND ENFORCEMENT OF PIAA BY-LAWS

The initial responsibility for adherence to and enforcement of the PIAA By-Laws by a PIAA member school, its students and personnel rests with the Principal of that school.

Notwithstanding this initial responsibility for compliance, (1) the Principal of any PIAA member school, by written request or complaint to the Chairman of the appropriate District Committee or PIAA Office, may allege or bring to the attention of PIAA a violation of, or a failure to meet, applicable provisions of the PIAA By-Laws, and (2) a District Committee or the Board of Directors may, on its own motion, enforce the PIAA By-Laws in the absence of submission of the matter to it by the Principal of a PIAA member school.

This portion of the Handbook contains the PIAA By-Laws, as in effect July 1, 2017. Any subsequent amendments for 2017-2018 will appear on the PIAA Web site at [www.piaa.org](http://www.piaa.org).

#### PIAA PHILOSOPHY

It is unconscionable that a school or any of its employees would subvert the high purposes of interscholastic athletics by condoning any violation of the rules. To involve boys or girls in any practice or procedure which "gets around the rules" is unworthy of a person associated with athletics.

#### ATHLETIC COURTESY

**Section 1. Athletics should foster clean sports. It is the privilege and duty of every person connected with athletics to exemplify these principles in that person's own actions and earnestly advocate them before others.**

**A.** Contest rules are to be regarded as mutual agreements, the spirit or letter of which no honorable person would break. The stealing of advantage in sport is theft.

**B.** No advantages are to be sought over others except those in which the Contest is understood to show superiority.

**C.** Unsportsmanlike or unfair means are not to be used, even when opponents use them.

**D.** Visiting Teams are to be honored guests of the home Team, and should be treated as such.

**E.** No action is to be taken nor course of conduct pursued which would seem unsportsmanlike or dishonorable if known to one's opponent or the public.

**F.** Remember that student-spectators represent their school the same as student-athletes.

**G.** Any spectator who continually evidences poor sportsmanship should be requested not to attend future Contests.

**H.** Decisions of Contest officials are to be abided by, even when they seem unfair.

**I.** Contest officials and opponents are to be regarded and treated as honest in intention. In Contests when opponents conduct themselves in an unbecoming manner, and when Contest officials are manifestly dishonest or incompetent, future relationship with them should be avoided.

**J.** Good points in others should be appreciated and suitable recognition given.

**K.** The practice of "booing" is regarded as discourteous and unsportsmanlike.

#### SPORTSMANSHIP AND UNSPORTSMANLIKE CONDUCT

Sportsmanship is a core principle in interscholastic athletics. Actions which are unethical or intended to demean, embarrass, intimidate or injure opposing contestants, teams, spectators and officials are considered unsportsmanlike and will not be tolerated since they are contrary to the purposes of PIAA and convey lessons incompatible with the reason why high school sports exist. While acts of misconduct occurring within the scope of competition are often addressed through sport specific rules, PIAA reserves the right to address any unsportsmanlike conduct and impose supplemental discipline as appropriate under the circumstances. The following conduct, and any conduct of a similar nature may subject actors to any and all remedial measures available to PIAA.

#### Section 1. Schools and Their Athletic Personnel.

**A.** A school knowingly or recklessly condones or supports unsportsmanlike conduct by its personnel, student-athletes, Teams, and/or supporters.

**B.** A school cancels, schedules or reschedules a Contest to gain a competitive advantage.

**C.** A school knowingly or recklessly recruits students for an athletic purpose.

**D.** A school fails to establish and enforce a code of conduct for student-athletes.

**E.** A school fails or refuses to cooperate with PIAA in investigating a possible violation of the PIAA Constitution, By-Laws, Policies and Procedures, and/or Rules and Regulations.

**F.** A school fails to treat a visiting Team as guests or fails to provide necessary and appropriate security for Contest officials, spectators and visiting Teams at Contests hosted by the school.

**G.** A school cancels, schedules or reschedules a Contest for the purpose of circumventing application, enforcement, and/or the intent of any provision of the Constitution, By-Laws, Policies and Procedures, and/or Rules and Regulations of PIAA.

**H.** A school knowingly or recklessly certifies to the eligibility of a student or fails to conduct an appropriate investigation where there is question as to the student-athlete's eligibility.

**I.** A school knowingly or recklessly engages in conduct intended to increase hostile relations with opposing schools.

#### Section 2. Student-Athletes.

**A.** A student-athlete engages in conduct intended to injure an opponent or Contest officials.

**B.** A student-athlete uses profanity, obscene gestures, and/or obscene language immediately before, during or immediately following a Contest.

**C.** A student-athlete seeks to provoke opponents, Contest officials, or spectators to engage in improper conduct.

**D.** A student-athlete uses race, gender, ethnicity, religion or disability to bait, intimidate, or denigrate an opponent.

**E.** A student athlete who engages in unsportsmanlike behavior/conduct during medal/award ceremony.

#### Section 3. Coaches.

**A.** A Coach teaches student-athletes to win through illegitimate means. Striving to win at any cost is distinctly unethical.

**B.** A Coach fails to give opponents full credit when they win.

**C.** A Coach fails to control his/her temper immediately prior to, during, or after a Contest.

**D.** A Coach uses profanity, obscene gestures, and/or obscene language immediately prior to, during, or immediately following a Contest.

**E.** A Coach criticizes Contest Officials through the media or to student-athletes or spectators, rather than through the appropriate review process.

**F.** A Coach promotes unfounded rumors of questionable practices by opponents.

**G.** A Coach fails to maintain control of the Team for which the Coach is responsible.

**H.** A Coach knowingly seeks to embarrass an opponent or Contest officials.

**I.** A Coach uses race, gender, ethnicity, religion or disability to bait, intimidate or denigrate an opponent.

**J.** A Coach who engages in unsportsmanlike behavior/conduct during medal/award ceremony.

#### **Section 4. Contest Officials.**

**A.** A Contest Official fails to have thorough preparation in the current rules and approved officiating techniques of the sport.

**B.** A contest Official is not physically fit and mentally alert so as to appropriately officiate a Contest.

**C.** A Contest Official fails to have a neat, distinctive, and approved uniform.

**D.** A Contest Official fails to report for duty at least 30 minutes before the scheduled start of a Contest.

**E.** A Contest Official fails to honor all agreements to officiate a Contest.

**F.** A Contest Official fails to control his/her temper in all relations with students, Coaches, member schools, and spectators.

**G.** A Contest Official fails, upon request to make clear any interpretations and announcements.

**H.** Following a Contest officiated, a Contest Official discusses plays or student-athletes of a Team in that Contest with any of their future opponents.

#### **Section 5. Spectators.**

**A.** A spectator uses profanity, obscene gestures, and/or obscene language while attending Contests.

**B.** A spectator attempts to provoke, intimidate, and/or berate Coaches, Contest Officials, student-athletes, and/or other spectators.

**C.** A spectator interferes with, or attempts to interfere with, any Contest.

**D.** A spectator uses race, gender, ethnicity, religion or disability to bait, intimidate or denigrate a student, school, Contest Official or other spectators.

**E.** Any spectator who engages in any of the behavior identified herein may be removed from a Contest venue and may be prohibited from attending future Contests.

#### **INTERPRETATIONS**

**October 1, 1983; as amended May 11, 2002; July 28, 2005; and July 24, 2009.**

To participate in Inter-School Practices, Scrimmages, and/or Contests, a student must be eligible for interscholastic athletics in all respects.

**July 22, 1982; as amended July 24, 2009.**

A PIAA member school may permit any of its students who are ineligible to participate in Inter-School Practices, Scrimmages, and/or Contests under any provision(s) of the PIAA By-Laws other than ARTICLES IV and V to Practice with any of its Teams.

**October 5, 2016**

These By-Laws apply to all PIAA member schools and those students seeking to participate in interscholastic competition at those PIAA member schools. They also apply in determining the eligibility of students at PIAA member schools who previously were enrolled at or attended non-PIAA member schools.

#### **ARTICLE I**

##### **AGE**

##### **Preamble**

The purposes of this ARTICLE are (1) to promote the safety of traditional school-age participants in interscholastic athletics; (2) to prevent a Team from gaining a competitive advantage by

permitting more mature (physically, mentally, and emotionally) students to participate in interscholastic athletics; (3) to discourage schools from "red-shirting" students; and (4) to give more of an opportunity for traditional-age students to participate in interscholastic athletics.

#### **Section 1. Maximum Age Rule.**

A student shall be ineligible for interscholastic athletic competition upon attaining the age of nineteen years, with the following exception:

If the age of 19 is attained on or after July 1, the student is eligible, age-wise, to compete through that school year.

#### **Section 2. How to Determine Age.**

In determining the age of a student, the date of birth as recorded in a State Bureau of Vital Statistics is considered as conclusive if filed in a State Bureau of Vital Statistics within one year after the date of birth. If a birth record from a State Bureau of Vital Statistics is not available, proof of a student's age may be determined by the submission of (1) a birth certificate which was issued within one year after birth; (2) a passport with the date of birth recorded thereon; (3) an affidavit by the parent(s) or guardian(s) filed not later than one year after the student's admission to the first grade of an elementary school; or (4) the earliest date of birth as recorded in the records of the school or schools attended by the student. In the event of the non-existence of any of these documents, the Principal may rely upon the most credible available evidence as to the actual date of birth.

#### **Section 3. Waiver of Maximum Age Rule.**

Any waiver granted under this ARTICLE may be given only for a particular sport and for a particular season. While a student may receive up to three waivers in a particular school year (for a fall, winter, and spring sport), no student may receive a waiver for any season or sport in any subsequent school year.

The member school requesting a waiver for a Student With A Disability must present clear and convincing evidence in each of the areas set forth in this Section. It is not the duty of the District Committee to independently produce or collect information.

A District Committee may grant a limited waiver of Section 1 of this ARTICLE to a Student With A Disability following an individualized assessment of the student's condition in relation to the purposes of this ARTICLE and the potential impact of participation by the student on opponents and teammates if the District Committee concludes that:

1. the student currently suffers from a physical, mental, or emotional disability which has been recognized by, and certified to by, a treating physician or psychiatrist;

2. the certified to disability has a direct and significant negative impact on the student's physical athletic ability;

3. the student has a current Individualized Education Plan (IEP) or a Chapter 15 Service Agreement relating to the certified to disability, at the student's school;

4. the grant of a waiver would not be likely to render the student's Team more competitive than it would be without the waiver;

5. the student would likely not, due to the student's physical size, athletic ability, and/or other characteristics, pose an increased risk of harm to opponents; and

6. the student is otherwise eligible under these By-Laws.

In considering a waiver, with regard to factors 4 and 5 above, the District Committee shall be guided by the following:

1. Where there is a question as to the risk posed to opponents or to a possible competitive advantage to the requesting school, such questions should be resolved in favor of the health and safety of opponents and against providing an unfair advantage to the requesting school and such waiver request should be denied.

2. A student who has played regularly on the varsity Team and/or obtained a performance-related athletic "letter" from the student's school in a particular sport for the preceding season presumptively gives the student's Team a competitive advantage if the student were to be permitted to participate in that sport again.

3. The District Committee may reject the request for a waiver if such waiver would prevent another student, who is of traditional school age, from an opportunity to participate in interscholastic athletics.

4. Due to the increased risk of injury to opponents in collision sports such as football, boys' lacrosse, and wrestling; contact sports such as basketball, field hockey, girls' lacrosse, and soccer; and to baseball and softball hitters when facing a pitcher over the age of 19, particular scrutiny should be applied by the District Committee to requests for waiver in these sports.

5. Any waiver granted may be given only for a particular sport and for a particular season. While a student may receive up to three waivers in a particular school year (for a fall, winter, and spring sport), no student may receive a waiver for any season or sport in any subsequent school year.

## ARTICLE II

### AMATEUR STATUS AND AWARDS

#### Section 1. Amateur Status Required.

To be eligible to participate in an Inter-School Practice, Scrimmage, and/or Contest, a student must be an amateur in the sport involved. An amateur student is one who engages in athletic competition solely for the educational, physical, mental, social, and pleasure benefits derived thereof and does not receive monetary or similar or equivalent compensation or remuneration for such participation.

Where the official rules for a sport provided for under ARTICLE XVIII of these By-Laws establish requirements for amateur status, such requirements shall govern to the extent inconsistent with this ARTICLE II.

#### Section 2. Loss of Amateur Status.

A student loses amateur status in an interscholastic sport whenever:

**A.** The student or the student's parent(s) or guardian(s), receives or agrees to receive, compensation, other Consideration, or an award not permitted under Section 3 hereof, for or related to the student's athletic ability, participation, performance, services, or training in a sport; or

**B.** The student receives Consideration for becoming a member of an athletic organization or school.

**C.** The student plays on, or enters into a contract to play on, a professional team or as an individual professional athlete in that sport; or enters into a contract to represent a corporation, organization or similar entity in competition or by appearing in public on behalf of such entity; or

**D.** The student signs a contract whereby the student agrees to compete in any athletic competition for Consideration. It is not a violation for a high school student to attend, and participate in a professional try-out camp, provided that (1) no compensation or expenses are paid to the student; (2) the try-out lasts no longer than forty-eight hours; and (3) if in the sport of baseball, the student's participation is otherwise in conformity with the National Federation Major-Minor League Agreement.

**E.** The student sells or pawns the student's athletic achievement awards.

#### Section 3. Permissible Awards.

**A. Member Schools:** A student may accept, from the student's school, or a school-affiliated booster club, items of apparel, a blanket, watch, ring, scroll, carry-on or warm-up bag, photograph, medal, plaque, or similar award, with appropriate institutional insignia or comparable identification, upon

completion of a season of participation on a Team and/or for earning the official school letter or award.

**B. Sponsors of Athletic Events:** A student may accept, from the sponsor or sponsors of an athletic event or group of athletic events, items of apparel, a blanket, watch, ring, scroll, carry-on or warm-up bag, photograph, medal, plaque, or similar award, with appropriate institutional insignia or comparable identification, if the student participated in the athletic event and/or earned an award for an athletic event or events. The fair market value of items provided to any such student may not exceed \$500. Such sponsor or sponsors may also pay the expenses for a student to participate in educational programs, tours, and field trips provided by the sponsor or sponsors in connection with the athletic event or events.

**C. Media and Other Public Recognition:** A student may accept, from a non-profit service organization approved by the Principal of the student's school, or the news media, items of apparel, a blanket, watch, ring, scroll, carry-on or warm-up bag, photograph, medal, plaque, or similar award, with appropriate institutional insignia or comparable identification in recognition of the student's athletic ability or performance, and present the same at a time appropriate to such recognition. The fair market value of items provided to any such student may not exceed \$500.

**D. Banquets:** Students may also attend, without charge of admission, athletic banquets sponsored by the institutions listed above in this Section 3.

**E. Participation expenses:** A student may accept, from a school, and/or the sponsor of an athletic event or group of athletic events, the reasonable and necessary expenses for transportation, lodging, and/or meals incurred by the student and/or the student's Team for participation in an athletic event or events. A school affiliated booster club may pay the reasonable and necessary expenses for their school students to attend a camp or clinic.

**F. Participation Fees:** Schools charging fees for students to participate in interscholastic athletics may reduce or waive such fees under the following circumstances: (1) the Principal may approve a reduction or waiver of the fee for an individual student who demonstrates financial need; (2) the Principal may accept a donation of all or part of the fee from a school-affiliated booster club for an individual student who demonstrates financial need; and/or (3) the Principal may accept donations from any party which are to be applied pro rata to all students participating in interscholastic athletics or to all students on a particular Team. Under no circumstance can any reduction or waiver be tied into the athletic ability of such students.

**G. Donations to Schools:** Nothing in this Section should be deemed to prohibit a person or entity from providing to a school any Consideration, provided that such Consideration is not made with the assurance or understanding that all or some of such Consideration is to be then conveyed by the school to any individual student-athletes.

**H. College Recruiting:** A student may accept from an institution of higher education which the student visits in connection with the student's prospective or possible attendance there as a college student, reasonable expenses necessitated by such visit, and free admission to home athletic events of such institution which occur during such visit.

**I. Operation Gold:** Consistent with NFHS policy, a student may accept monies under this program, which provides monetary rewards to athletes who place in the Olympic Games and/or World Championships in designated sports.

#### Section 4. How Amateur Status Can Be Regained.

A student who has lost amateur status may be reinstated by the suspending body after a period of one year from the date of suspension, providing that the student refrains from all activity prohibited by Section 2 hereof during that year.



A student who has lost amateur status pursuant to Section 2A and/or B hereof may be reinstated by the suspending body effective upon the student's return to the provider of the Consideration item or items which caused such loss of amateur status.

#### **INTERPRETATIONS**

##### **May 22, 1953, as amended July 28, 2005.**

A student-manager of an amateur baseball team, who receives Consideration, is not considered a player unless the student actually participates in a game played by that amateur baseball Team.

##### **May 12, 2001.**

The loss of eligibility in a sport under ARTICLE II does not affect those students who have previously exhausted their eligibility in that sport at the time the loss of eligibility provided in ARTICLE II would otherwise occur. This relates almost exclusively to seniors.

#### **ARTICLE III ATTENDANCE**

##### **Section 1. Where Enrolled for Attendance.**

To be eligible to participate in an Inter-School Practice, Scrimmage, or Contest, a student must be regularly enrolled in a secondary school and in full-time attendance, or be home-schooled.

Except as otherwise provided in this ARTICLE, a student is eligible only at the school at which the student is enrolled.

##### **Section 2. Number of Days of Enrollment Necessary to Count as a Semester.**

Fifteen days or more of enrollment in a semester in any secondary school counts as one semester of attendance. Enrollment at summer school does not count as a semester or part of a semester.

#### **INTERPRETATION**

##### **Section 2. October 25, 1952, as amended May 25, 2000.**

Enrollment at any school, accredited or not, counts as enrollment.

##### **Section 3. How Absence Affects Eligibility.**

A student who has been absent from school during a semester for a total of twenty (20) or more school days, is ineligible to participate in an Inter-School Practice, Scrimmage, or Contest until the student has been in attendance for a total of forty-five (45) school days following the student's twentieth (20th) day of absence.

The following absences may be waived by the District Committee:

**A.** days when the student was required to serve as the primary caregiver to a member of the student's immediate family or a near relative or a death in that student's immediate family or of a near relative, both as defined in Section 1154 of the Public School Code of 1949, as amended;

**B.** days when the student was absent due to the student's compliance with a court subpoena;

**C.** days when the student was confined by quarantine;

**D.** days when the student attended a religious activity/function which the church requires its members to attend;

**E.** days when the student has an excused absence of five (5) or more school days due to the same confining illness or injury.

If the establishment of any requirement necessary for the District Committee to exercise its discretion to grant a waiver of five (5) or more excused absences results from illegal conduct on the part of the student, other than absences during which the student, without there having been a criminal conviction or an adjudication of delinquency, is admitted to a substance abuse treatment facility, the District Committee may not grant the

waiver. Attendance at summer school does not count toward the forty-five (45) school days required.

Absence from school for an entire semester, or for several semesters, disqualifies a student for the same period as stated in this Section.

#### **INTERPRETATIONS**

##### **Section 3. April 14, 1984.**

Pregnancy shall be treated as an illness if a physician certifies, in writing, that the student was unable to attend school as a result of pregnancy.

##### **Section 3. March 20, 1970.**

When computing total days absent during a semester, days absent during a period of suspension count as part of the twenty day absence total in a given semester.

##### **Section 3. January 22, 2014.**

Students serving an in-school suspension are not counted as days of absence.

##### **Section 4. Combination of Students Enrolled in Grades 7-8-9.**

Students enrolled in grades 7-8-9, within the same public school district, may be combined to form one or more Teams within the public school district.

##### **Section 5. Alternative School Students, Magnet School Students, and Technology School Students.**

Alternative School students, Magnet School students, and Technology School students are eligible at only one school for all interscholastic athletics. A student attending an Alternative School, a Magnet School, or a Technology School on a full-time basis is eligible only at said school if said school offers one or more interscholastic athletic programs. A part-time Alternative School student attending a full-time Alternative School, a part-time Magnet School student attending a full-time Magnet School, and a part-time Technology School student attending a full-time Technology School is eligible only at the school which the student would otherwise attend by virtue of the student's residence. All students attending Alternative Schools, Magnet Schools, or Technology Schools, which do not offer any interscholastic athletic programs, are eligible to participate in interscholastic athletics at the schools that the students would otherwise attend by virtue of their residences.

##### **Section 6. Charter School and Cyber Charter School Students.**

Students enrolled in a Charter School or Cyber Charter School are eligible only at said school in those interscholastic sports sponsored by that school. Students enrolled in a Charter School or Cyber Charter School that does not offer a particular interscholastic sport are eligible to participate in that sport at the school which they would otherwise attend, in the public school district of their residences, provided that the students meet all other eligibility requirements, including, but not limited to, school verified evidence of full-time attendance.

#### **INTERPRETATION**

##### **Section 6. March 23, 2007**

Where a student is enrolled at a Charter School, and where the public school district in which the student resides has no senior high school, the school at which the student is in full time attendance shall be considered the public school district of residence of the student.

##### **Section 7. Multi-Public School District Academic Arrangements.**

Where students are enrolled in a public school in the public school district of their residence but, pursuant to an agreement between public school districts, attend some or all classes at a public school in another public school district, the students retain eligibility for interscholastic athletics solely at the public school in which they are enrolled in their home public school district.

**Section 8. Privately-Tutored and/or Home-Schooled Students.**

Students instructed by a properly qualified private tutor under Section 1327 of the Public School Code of 1949 and/or students participating in a home education program under Section 1327.1 of the Public School Code of 1949 are eligible **only** at the public schools that the students would otherwise attend by virtue of their residences and, for purposes of Cooperative Sponsorship of a Sport agreements, are deemed to be enrolled at the public schools that the students would otherwise attend by virtue of their residences.

**Section 9. Students Placed by Court Order or as a Result of Disability.**

A student who has been (1) enrolled at a school that has no interscholastic athletic program in the sport(s) in which the student desires to participate, and (2) placed in that school either by court order or because the student is a Student With A Disability whose Individual Education Plan (IEP) has concluded that the student's educational needs could not be accommodated in the public school that the student would otherwise have attended, may be declared eligible by the District Committee for such sport(s) at either (1) a school in the public school district in which the school the student attends is geographically located or (2) at a school in the student's home public school district. The determination of eligibility shall be made by the District Committee upon its receipt of a written statement from the Principal of the school at which the student desires to participate that said school will permit the student to participate on its interscholastic athletic Team(s) in such sport(s), and the determination by the District Committee that the student has not been recruited.

Appointment of a legal guardian for the student, or court approval of an agreement between separating or divorcing parents, does not by itself constitute placement in a school by court order.

When the District Committee has declared a student eligible at a school, the District Committee may not declare that student eligible at any other school at which the student could have been declared eligible unless, in addition to the other requirements of this provision, it receives a written statement from the Principal of the school at which the student has been declared eligible that said school will no longer permit that student to participate or compete for a position on any of its interscholastic athletic Teams.

**Section 10. Public School Districts With More Than One School at a Particular Level.**

Where the rules or policies of a public school district having more than one school at a particular level do not provide for attendance at that level by place of residence, the student, with the permission of the Principal, shall select the school in that public school district which the student will attend, which is the only school at which the student will be eligible. A subsequent change of selection will be considered a Transfer and, therefore, subject to ARTICLE VI of these By-Laws.

**Section 11. Cooperative Sponsorship of a Sport.****A. Philosophy.**

The philosophy that guides the PIAA Board of Directors in reviewing and approving applications for Cooperative Sponsorship of a Sport between two or more PIAA member schools is as follows:

1. The Board supports opportunities for greater student participation.
2. The Board encourages projects that combine smaller PIAA member schools for sponsorship of an activity rather than a small PIAA member school combining with a larger PIAA member school when the smaller PIAA member school cannot support the activity alone.

3. The Board will not approve agreements where an intent of the agreement is to improve the quality of a Team (i.e., obtain a better win/loss record).

4. The Board will not approve agreements whereby:

(a) any students enrolled at any of the PIAA member schools entering into the agreement would be prohibited from participation in the sports governed by the agreement because of the location of their residence;

(b) one of the PIAA member schools is a public school and the agreement would bar any Home-Schooled Students who are otherwise eligible at that school from participating on the Team(s) covered by the agreement; and/or

(c) more than one school to the agreement is to host the same sport.

5. The Board will neither consider nor approve agreements with non-PIAA member schools.

6. The public school districts of the participating PIAA member schools must be contiguous and/or overlap.

**B. Provisions Applicable to all Agreements.****1. School Enrollments:**

(a) For cooperative sponsorship of a boys' sport, the male enrollment, as of the date as of which schools report their enrollments to the Pennsylvania Department of Education (PDE) of each odd-numbered year, in each of the schools but one in grades nine through eleven must be 300 students or less. For cooperative sponsorship of a girls' sport, the female enrollment, as of the date as of which schools report their enrollments to PDE of each odd-numbered year, in each of the schools but one in grades nine through eleven must be 300 students or less.

(b) The combined male enrollment, as of the date as of which schools report their enrollments to PDE of each odd-numbered year, of (1) all male students enrolled in the school with the highest male enrollment of those schools involved in the cooperative sponsorship of a boys' sport and (2) 50% of all male students enrolled in other schools participating in the cooperative sponsorship of the boys' sport, will determine the classification of the Team in that sport. The combined female enrollment, as of the date as of which schools report their enrollments to PDE of each odd-numbered year, of (1) all female students enrolled in the school with the highest female enrollment of those schools involved in the cooperative sponsorship of a girls' sport and (2) 50% of all female students enrolled in other schools participating in the cooperative sponsorship of the girls' sport, will determine the classification of the Team in that sport.

**2. Requests to Approve Agreements:**

(a) Requests to approve Cooperative Sponsorship of a Sport agreements must be submitted by the requesting PIAA member schools to the applicable PIAA District Committee. Following consideration, the PIAA District Committee shall forward the request, together with its recommendation, to the PIAA Board of Directors for its consideration.

(b) For agreements between public schools within a single public school district, said requests for approval must include the approving resolution of the School Board having jurisdiction over the PIAA member schools. For all other PIAA member schools, said requests for approval must include the proposed agreement between the participating PIAA member

schools. The resolution or agreement, as applicable, must fully delineate the terms and conditions that pertain to the Cooperative Sponsorship of a Sport by the participating PIAA member schools, including at least the following:

- (1) Introduction and purpose of agreement.
- (2) Timeline for implementation.
- (3) Duration of agreement (must be for at least a two-year enrollment classification cycle).
- (4) Administrative responsibility, liability, and insurance.
- (5) Team name and uniforms.
- (6) Financial arrangements.
- (7) Staffing.
- (8) Operating procedures.
- (9) Facilities.
- (10) Transportation.

(c) Requests for approval of Cooperative Sponsorship of a Sport agreements, which **would not** affect the classification size of a Team, may be submitted at any time to the applicable PIAA District Committee.

(d) Requests for approval of Cooperative Sponsorship of a Sport agreements, which **would** affect the classification size of a Team, must be submitted on or before **September 15<sup>th</sup>** of any odd-numbered year to the applicable PIAA District Committee for its recommendation to the PIAA Board of Directors for that proposed agreement to be considered for approval for the immediately following two-year reclassification cycle.

(e) Requests for approval of Cooperative Sponsorship of a Sport agreements, which **would** affect the classification size of a Team, must be submitted by the applicable PIAA District Committee to the PIAA Board of Directors by **October 1<sup>st</sup>** of any odd-numbered year to be considered for approval for the immediately following two-year reclassification cycle.

(f) Decisions by the PIAA Board of Directors on all applications for approval of Cooperative Sponsorship of a Sport agreements, which **would** affect the classification size of a Team, will be made no later than its December meeting of any odd-numbered year for the next reclassification cycle.

### 3. Modification or Termination of Agreements:

(a) Procedure and Timing of Requests.

(1) Requests to modify or terminate a previously approved Cooperative Sponsorship of a Sport agreement must be submitted by the requesting PIAA member school to the applicable PIAA District Committee. Following consideration, the PIAA District Committee shall forward the request, together with its recommendation, to the PIAA Board of Directors for its consideration. The request must include a resolution of the School Board(s) and/or Board(s) having jurisdiction over the PIAA member schools approving such modification or termination.

(2) Such requests for modification or termination, which **would not** affect the classification size of a Team, may be submitted at any time to the applicable PIAA District.

(3) Such requests for modification or termination, which **would** affect the classification size of a Team, must be submitted on or before September 15<sup>th</sup> of any odd-numbered year to the applicable PIAA District Committee for its

recommendation to the PIAA Board of Directors to be considered for the immediately following two-year reclassification cycle.

(4) Such requests for modification or termination, which **would** affect the classification size of a Team, must be submitted by the applicable PIAA District Committee to the PIAA Board of Directors by October 1<sup>st</sup> of any odd-numbered year to be considered for the immediately following two-year reclassification cycle.

(5) Decisions by the PIAA Board of Directors on requests for modification or termination, which **would** affect the classification size of a Team, will be made no later than its December meeting of any odd-numbered year for the next reclassification cycle.

(6) Requests to modify or terminate the agreement must be initiated by all of the schools if the agreement has been in place for four years or less. Thereafter, any school to the agreement may submit a request to modify or terminate the agreement, subject to the applicable provisions set forth in subsection B3.

(b) Grounds for Termination.

(1) Agreements are for at least a two-year enrollment classification cycle.

(2) Agreements may be terminated by the PIAA Board of Directors prior to the expiration of a two-year enrollment classification cycle under the following conditions:

(a) Closing of one of the schools;

(b) If more than one of the schools' enrollment is greater than 300 (effective beginning the 2018-19 school year);

(c) Substantiated complaints from surrounding schools concerning recruiting by one of the participating PIAA member schools;

(d) Substantiated complaints from parents, School Boards, and/or students in one of the participating PIAA member schools; and/or

(e) Other valid reasons as determined by the PIAA Board of Directors.

(3) Agreements may be terminated by the PIAA Board of Directors, after a two-year enrollment classification cycle, upon request by **all parties** to the Agreement and the request is absent good cause for not doing so.

(4) Agreements may be terminated by the PIAA Board of Directors, after two, two-year enrollment classification cycles, upon request by **any participant** in the Agreement and the request is absent good cause for not doing so.

### C. Effect of Termination of Cooperative Sponsorship of a Sport Agreement.

Any student whose own school does not sponsor a particular sport and who was a member of a Team during the season that a Cooperative Sponsorship of a Sport Agreement was in place may, upon termination of such agreement, and with the consent of the Principals of the schools to the agreement, continue to participate on such Team as if said agreement remains in effect. Such student, however, is not eligible to participate on the other school's Team if the student's own school then sponsors a Team in that sport.

As it is intended that this provision only permit a phase-out of a Cooperative Sponsorship of a Sport Agreement



without negative impact on those students who actually participated under the agreement when it was in place, and not to allow additional participation, should this provision be deemed by any court to be violative of the rights of any other student by denying that student the opportunity to participate on a Team sponsored by another school, this provision shall be stricken in its entirety and, upon termination of any Cooperative Sponsorship of a Sport Agreement, the students shall thereafter be permitted to participate in interscholastic athletics as if no Cooperative Sponsorship of a Sport Agreement had ever existed.

#### **ARTICLE IV**

##### **CONSENT OF PARENT OR GUARDIAN**

###### **Section 1. Consent of Parent or Guardian Necessary Before Student Begins Practice.**

Except as otherwise provided in this ARTICLE, a student is eligible to participate in Practices, Inter-School Practices, Scrimmages, and/or Contests in each sport only when there is on file with the student's Principal, or the Principal's designee, a certificate of consent, which is signed by the student's parent or guardian. The only valid certificate of consent is the PIAA Parent's/Guardian's Certificate.

###### **Section 2. Emancipated Students.**

A student who is determined by the student's school to be emancipated is eligible to participate in Practices, Inter-School Practices, Scrimmages, and/or Contests in each sport only when there is on file with the student's Principal the student's certification that (1) the student is familiar with the requirements of PIAA concerning the eligibility of students of PIAA member schools to participate in Inter-School Practices or Scrimmages and Contests involving PIAA member schools, including but not limited to requirements relating to age, amateur status, school attendance, health, Transfer from one school to another, seasons and out-of-season rules and regulations, semesters of attendance, seasons of sports participation, and academic performance; (2) the student has been informed by the Principal, Athletic Director, or the Coach concerning PIAA's Season and Out-of-Season Rules and Regulations as they apply to the involved sport; (3) the student consents to the release to PIAA of any portion of school record files of the student, beginning with the seventh grade, necessary to enable PIAA to determine whether the student is eligible to participate in interscholastic athletics involving PIAA member schools, specifically including, without limiting the generality of the foregoing, birth and age records, name and residence address of the student, academic work completed, grades received, and attendance data, and (4) the student consents to an emergency medical care provider to administer any emergency medical care deemed advisable to the welfare of the student while the student is practicing for or participating in Inter-School Practices or Scrimmages and Contests.

#### **ARTICLE V**

##### **HEALTH**

###### **Preamble**

Participation in interscholastic athletic competition is intended to develop and strengthen the body and character of the participant. Participation can also be, and often is expected to be, demanding and stressful. Participation in contact sports may further provide heightened exposure of the athlete to communicable diseases, illnesses, and/or injuries. While injuries are an inherent risk of any physical activity, and the avoidance of all illnesses not realistic, PIAA believes that the risk of such injuries and illnesses can be minimized through proper Coaching, training, and supervision. PIAA further believes that all students should have a thorough pre-participation physical evaluation, by an Authorized Medical Examiner, to ensure that there are present no obvious illnesses and/or injuries, which

would place the student or others of enhanced risk or injury through the student's participation in interscholastic athletics. PIAA believes that a review and re-certification of some students is necessary prior to their participation in their next sport season. Finally, the Principal has the authority to exclude any contestant who has suffered serious illness or injury until that contestant is pronounced physically fit by the school's licensed physician of medicine or osteopathic medicine, or if none is engaged or retained, by another licensed physician of medicine or osteopathic medicine.

###### **Section 1. Comprehensive Initial Pre-Participation Physical Evaluation.**

No student is eligible to participate in Practices, Inter-School Practices, Scrimmages and/or Contests unless the student has completed a comprehensive initial pre-participation physical evaluation ("CIPPE") performed by an Authorized Medical Examiner, and the Authorized Medical Examiner has completed the PIAA Comprehensive Initial Pre-Participation Physical Evaluation Form ("CIPPE Form").

###### **Section 2. Certification.**

By signing the PIAA CIPPE Form, the Authorized Medical Examiner certifies that the student is physically fit to commence Practice and participate in Inter-School Practices, Scrimmages and/or Contests in the sport(s) approved by the student's parent.

In certifying whether a student is physically fit to participate in Practices, Inter-School Practices, Scrimmages and Contests in a particular sport(s), the Authorized Medical Examiner (a) is expected to have or, if not already in possession of it, obtain, a working understanding of the physical requirements of the sport(s) in which the student is to Practice and participate; (b) should review a health history of the student; and (c) should perform a CIPPE appropriate for the sport(s) for which certification is being sought.

###### **Section 3. Re-Certification.**

Any student who (1) previously participated in PIAA interscholastic athletic competition pursuant to a CIPPE; and (2) is seeking to participate in Practices, Inter-School Practices, Scrimmages, and/or Contests in subsequent sport(s) in the same school year, must, not earlier than six weeks prior to the first Practice day of the next sports season, complete and turn in to that student's Principal the Re-Certification by Parent/Guardian part of the CIPPE Form. The Principal, or Principal's designee, of that student's school must review the Supplemental Health History of that student and, if any Supplemental Health History questions are either checked yes or circled, shall require that student to submit a completed Section 8, Re-Certification by Licensed Physician of Medicine or Osteopathic Medicine, to the Principal, or Principal's designee of that student's school prior to that student's additional participation in interscholastic athletics.

###### **Section 4. Timing.**

The CIPPE may not be authorized earlier than June 1<sup>st</sup> and is effective, regardless of when performed during a school year, until the next May 31<sup>st</sup>.

#### **INTERPRETATION**

**December 29, 1959, as amended May 26 and July 22, 1982; July 22, 1983; July 19, 1996; April 6 and October 5, 2002; July 27, 2006; and July 25, 2008.**

The minimum wrestling weight at which a student may wrestle must be certified to by an Authorized Medical Examiner no earlier than six weeks prior to the first Regular Season Contest day in that sport.

The minimum wrestling weight is to be recorded on the CIPPE Minimum Wrestling Weight form, which is placed on file with the student's Principal, or the Principal's designee.



## ARTICLE VI TRANSFERS, RESIDENCE, AND RECRUITING

### Preamble

The purpose of this ARTICLE is to deter Transfers and/or recruiting which are materially motivated in some way by an athletic purpose.

PIAA and its member schools believe that interscholastic athletics has a valuable role in the overall development of students and is a useful character building tool. PIAA and its member schools believe further that, despite increasing societal pressures to elevate the role of competitive athletics in society and in the educational process, athletics should remain subservient to academics. Students who make decisions as to what school to attend based upon factors relating to athletics defeat this objective. Further, such decisions are detrimental to efforts to maintain competitive integrity and equity, to prevent athletic recruiting, and to instill school loyalty.

PIAA recognizes the difficulty in preventing Transfers which are materially motivated in some way by an athletic purpose. Experience has shown that students can often disguise athletically motivated Transfers and, in almost every situation, show at least some legitimate purposes for such Transfers. PIAA further recognizes that Regional Panels and District Committees, without subpoena powers or investigatory staffs, may not be able to consistently and effectively police athletically motivated Transfers. Further, efforts to measure how much of a factor athletics must play in a decision before it is considered improper is, while possible, also extremely difficult.

In light of the above stated important educational and organizational objectives, and the challenges presented in attempting to prevent athletically motivated Transfers, PIAA has adopted an approach that is intended to strongly discourage and deter students from transferring for athletic purposes. The Board of Directors recognizes that this approach may, on occasion, result in a presumption of ineligibility for students who may not have actually considered athletics as a factor in transferring, and may conversely not catch all students who actually considered athletics as a factor. Consequently, the following ARTICLE includes a provision which provides the Regional Panels and District Committees, within their respective jurisdictions, with the power, under appropriate circumstances, to change eligibility status to meet the objectives of this ARTICLE.

### Section 1. Definition of Transfer.

**A. General Definition.** A Transfer occurs in any situation in which a student seeks eligibility to participate in interscholastic athletics at a school other than the one at which the student was either enrolled or otherwise eligible.

**B. Summer Conduct by Student.** Following the completion of a school year, a student may enroll at another school but not be deemed to have Transferred unless (1) the student Practices with a Team from another school; (2) the student attends at least one fall semester class at another school; and/or (3) the student, through the student's school has requested a determination of eligibility at another school and the applicable District Committee or Regional Panel has ruled on such request. Once a student Practices with another school's Team or attends a fall semester class at another school, the student will be considered to have Transferred to that school. A District Committee's or Regional Panel's determination of eligibility cannot be avoided by re-enrollment back at the prior school, which would be viewed as a new Transfer.

### Section 2. Presumptive Eligibility.

Subject to Section 4C of this ARTICLE, a transferring student is presumed to be eligible if the student meets one of the following provisions:

#### A. Natural Break Transfer.

Promotion from a junior high/middle school to a senior high school is considered a Transfer between schools. A student, who has made a Natural Break Transfer and who has not previously participated on a different senior high school Team in any sport, is presumptively eligible immediately for interscholastic athletics.

#### B. Administrative Transfer.

For administrative, non-disciplinary purposes, the student has been transferred by executive action initiated by school administrative personnel to a PIAA member school within the same public school district or, if previously enrolled at a Catholic school, within the same Archdiocese or Diocese. An expulsion does not constitute an administrative Transfer under this subsection.

#### C. Change of Residence of Parent(s).

The student (1) has moved with and resides with the student's natural or, if legally adopted, the student's adoptive parents, or with either parent and (2) has transferred to a PIAA member school in the public school district in which the student now resides, or to a Private School.

Upon the separation of the student's natural or adoptive parents, the student has accompanied the parent departing from the family residence and resides with the departing parent in the public school district in which that parent establishes residence; and the student has transferred to a PIAA member school in the public school district in which the student now resides, or to a Private School.

A student whose natural or adoptive parents are separated, and who has more than one Transfer **between residences of separated parents** shall have the student's eligibility determined under Section 4 herein.

#### D. Change of Residence of Legal Guardian(s).

The student (1) has moved with and resides with legal guardian(s), appointed by order of a Court of Common Pleas; (2) has transferred to a PIAA member school in the public school district in which the student now resides, or to a Private School; and (3) the student's eligibility is approved by the Regional Panel or District Committee, within their respective jurisdictions. If the appointment of a legal guardian is pending, the student will be eligible when such eligibility is approved by the Regional Panel or District Committee.

#### E. Change of Residence of Foster Parent(s).

The student (1) has moved with and resides with foster parents, with the approval of the local child welfare organization; and (2) has transferred to a PIAA member school in the public school district in which the student now resides, or to a Private School.

#### F. School Closing.

The school where the student has attended is abolished.

#### G. Boarding School Student.

The student has enrolled at, and resides in housing provided by and on the campus owned by, a Private School. **NOTE:** This relates only to Transfers. Students who are placed by court order or as a result of disability must still meet the applicable requirements of ARTICLE III, ATTENDANCE, Section 1, Where Enrolled for Attendance, and Section 9, Students Placed by Court Order or as a Result of Disability, of the PIAA By-Laws.

#### H. Transfer From Court Assigned School.

Upon transferring from a school at which a student was placed pursuant to a court order, said student is presumptively eligible at (1) a public school in the district of residence of the student where the student would have otherwise attended but for the judicial assignment and, if different, (2) the school at which the student attended prior to placement pursuant to court order. If the student transfers to any other school, the student is presumptively ineligible in all sports played within one year prior

to transfer. Notwithstanding the provisions of Section 4 of this ARTICLE, said period of ineligibility will be lifted only if the student demonstrates by clear and convincing evidence that the decision to enroll at such school was not motivated by a desire to play for or with a particular student, school, Coach or Team.

### **Section 3. Ineligible Students.**

A student not presumptively eligible under Section 2 of this ARTICLE is presumptively ineligible to participate in each sport in which the student participated within one year immediately preceding the date of the student's Transfer. The student is presumptively eligible in all other sports.

### **Section 4. Regional Panel or District Committee Review.**

#### **A. Certification of Principals.**

Notwithstanding Section 3 of this ARTICLE, a Regional Panel or District Committee, within their respective jurisdictions, may grant eligibility where the Principal of the PIAA member school at which the student enrolls submits to the Regional Panel or District Committee a completed and properly executed PIAA Athletic Transfer Waiver Request Form, which includes:

1. A certification from the Principal of the PIAA member school to which the student transferred that (a) that school's Principal has interviewed the transferring student and the Director of Athletics for that Principal's school; (b) none of the twelve illustrations set forth in Section 4E or the thirteen illustrations set forth in Section 8B of this ARTICLE are applicable; (c) the information from the PIAA member school to which the student transferred, as set forth on the PIAA Athletic Transfer Waiver Request form, is true and correct; and (d) upon completion of the investigation, the PIAA member school's Principal believes that the Transfer was not materially motivated in some way by an athletic purpose.

2. A certification from the Principal of the school from which the student transferred that (a) that school's Principal has interviewed the Director of Athletics for that Principal's school and, if possible, the transferring student; (b) none of the twelve illustrations set forth in Section 4E or the thirteen illustrations set forth in Section 8B of this ARTICLE are applicable; (c) the information from the school from which the student transferred, as set forth on the PIAA Athletic Transfer Waiver Request form, is true and correct; and (d) upon completion of the investigation, the school's Principal believes that the Transfer was not materially motivated in some way by an athletic purpose.

#### **B. Waiver of Ineligibility.**

1. **General Waiver.** A student who is not otherwise eligible under Section 2 of this ARTICLE may, through the Principal of the school at which the student seeks eligibility, request that the Regional Panel or District Committee, within their respective jurisdictions, waive the period of ineligibility in all sports. Said waiver may not be granted if the Regional Panel or District Committee finds that there exists a reasonable likelihood that the Transfer was materially motivated in some way by an athletic purpose relating to all sports or if such determination would otherwise circumvent the purpose of this ARTICLE of deterring Transfers which are materially motivated in some way by an athletic purpose. If granted, eligibility is effective as of the date of Transfer.

2. **Partial Waiver.** A student who is not otherwise presumptively eligible under Section 2 of this ARTICLE may, through the Principal of the school at which the student seeks eligibility, also request that the Regional Panel or District Committee, within their respective jurisdictions, waive the period of ineligibility in those specific sports where the Transfer was not materially motivated in some way by an athletic purpose. Said waiver may not be granted if the Regional Panel or District

Committee finds that there exists a reasonable likelihood that the Transfer was materially motivated in some way by an athletic purpose relating to those sports or if such determination would otherwise circumvent the purpose of this ARTICLE of deterring Transfers which are materially motivated in some way by an athletic purpose. If granted, eligibility is effective as of the date of Transfer.

#### **C. Review and Rescission of Presumptive Eligibility.**

Notwithstanding Sections 2 and 3 of this ARTICLE, a Regional Panel or District Committee, within their respective jurisdictions, may, following a student's Transfer and upon request of the Principal of a PIAA member school, or on its own initiative, after giving notice to the student's school and an opportunity to be heard to the student and the student's school, (1) declare any transferring student ineligible to participate in each sport in which that student participated within a period of one year immediately preceding the date of Transfer, if the Committee finds that there exists a reasonable likelihood that the Transfer was materially motivated in some way by an athletic purpose or would otherwise circumvent the purpose of the ARTICLE of deterring Transfers which are materially motivated in some way by an athletic purpose; and/or (2) if a finding is specifically made that there exists a reasonable likelihood that the Transfer was materially motivated in some way by an athletic purpose relating to specific sports, declare that the student is ineligible to participate in those sports for one year from the date of Transfer, regardless of whether the student actually participated in those sports for the year preceding the date of Transfer.

**D. Subsequent Transfer.** A student who Transfers again during the one-year period of ineligibility remains ineligible, in the applicable sports, until the conclusion of that year.

**E.** Transfers which are motivated in some material way by an athletic purpose are those Transfers which would not have occurred but for a desire of the student or the student's family (1) to gain additional playing time; (2) to play for a particular school, Coach, or Team; (3) to avoid either playing for, or athletic sanctions imposed by, a particular school, Coach, or Team; and/or (4) to gain increased media or college exposure.

The following is an illustrative, but not exhaustive, list of situations which may indicate athletic purpose:

1. The student, or a parent or guardian, or an adult with whom the student resides, is dissatisfied with the student's position or the amount of playing time which the student receives.

2. The student, or a parent or guardian, or an adult with whom the student resides, has a problem with a Coach or school athletic administration at either a personal or professional level.

3. The student, or a parent or guardian, or an adult with whom the student resides, seeks relief from conflict with the philosophy or action of an administrator or teacher relating to sports.

4. The student, or a parent or guardian, or an adult with whom the student resides, seeks to avoid or nullify the effect of actions or anticipated actions by the previous school relating to sports eligibility.

5. Except as provided for under Section 5 of this ARTICLE, there is no Team in the particular sport at the school from which the student has transferred.

6. The student follows the student's Coach or other student-athletes to another school to which the Coach or athletes have transferred or seeks to play for a particular Coach or with a particular athlete due to a prior relationship with the Coach or athlete (such as through club or AAU participation) or because of the reputation of the Coach.

7. The student, or a parent or guardian, or an adult with whom the student resides, desires that the student play

on a less successful, smaller enrollment classification and/or lower profile Team in order to be ranked higher among the students on that Team.

8. The student, or a parent or guardian, or an adult with whom the student resides, desires that the student play on a more successful, larger enrollment classification and/or higher profile Team to gain a higher level of competition and/or more exposure to college scouts.

9. The student moves with one parent, one guardian, or one or more siblings, into a residence in the new public school district, especially where the student and/or the parent, guardian, or sibling returns to the family home in the evening and/or on weekends.

10. The student, or a parent or guardian, or an adult with whom the student resides, seeks out Athletic Personnel and/or student-athletes at the transferee school.

11. The student Transfers in the middle of a marking period and/or immediately before or after a sports season.

12. The student transfers immediately after being cut from a Team in a particular sport.

**NOTE:** A student who Transfers because of alleged bullying, harassment or other misconduct by (1) Coaches and/or other members of a sports Team and/or (2) if related to the student's participation in interscholastic athletics, by other students, is nevertheless considered to have transferred in some material way for an athletic purpose unless the student demonstrates that (1) the alleged misconduct is corroborated by evidence and/or testimony from persons unrelated to the student and/or the student's family; (2) the student timely sought assistance of appropriate school personnel to address such misconduct; and (3) the District Committee finds that such misconduct produced severe and unusual conditions which would have prevented a reasonable student under similar circumstances from receiving an appropriate education at the school. **All three (3) factors must be present for the District Committee to grant eligibility under this Section.**

### **Section 5. Transfers Following Expulsion or Anticipated Expulsion.**

A student who is expelled from a school, or who withdraws pending likely expulsion, for conduct which, had the student been allowed to remain at the sending school, would likely have resulted in loss of the opportunity to participate in interscholastic athletics at that school is ineligible to participate in interscholastic athletics at the receiving school for a period of one year from the date of transfer or, if the student demonstrates by compelling evidence that the period of ineligibility at the sending school would have been less, for the demonstrated period of ineligibility at the sending school.

**Where a school has prohibited a student from participating in interscholastic athletics at the school, the student shall be ineligible to participate in interscholastic athletics at any other PIAA member school for the shorter of (1) one year from the imposition of the school's prohibition, or (2) the period that the student would have been prohibited from participating at his/her school.**

### **Section 6. Termination of Team(s) for Budgetary Reasons.**

Notwithstanding any other provision under this ARTICLE, a student enrolled at, or who would have otherwise been promoted to, a PIAA member school which ceases, primarily for budgetary reasons, to sponsor one or more of its Teams (the "Terminating School") may Transfer to, and be eligible to participate in interscholastic athletics at, another PIAA member school (the "Receiving School") under the following conditions:

a. Within one year immediately preceding the date of Transfer, the student must have been a member of the Team which was subsequently terminated primarily for budgetary reasons, by the Terminating School or, if being

promoted, was a member of a Feeder School's Team in that sport;

b. The student, because of the termination of the Team primarily for budgetary reasons, Transfers to a public school or Private School located within the public school district of the student's residence or to such a school located in a contiguous public school district;

c. The student must submit to the District Committee of the student's residence a properly executed PIAA Member School Athletic Transfer Waiver Request Form specifying that the reason for the Transfer is the termination of the Team, primarily for budgetary reasons, by the Terminating School, accompanied by certification by the Terminating School's Principal confirming that (1) the Team was terminated; (2) the Team was terminated primarily for budgetary reasons; and (3) the student participated within one year immediately preceding the date of the student's Transfer on the terminated Team at the Terminating School or on one of its Feeder School Team's in that sport;

d. Upon receipt of the applicable Form and certifications, the District Committee shall provide confirmation to the student and the Receiving School's Principal that the student is eligible at the Receiving School in the sport which had been terminated primarily for budgetary reasons by the Terminating School;

e. A student desiring to play any other sports at the Receiving School must so indicate such intention upon submission of the PIAA Member School Athletic Transfer Waiver Request Form (a supplemental Form may be submitted later if the student does not know at the time of the initial submission whether the student will participate in additional sports at the Receiving School). The applicable District Committee may conduct an inquiry as to whether the student's Transfer was materially motivated in some way by an athletic purpose relating to that sport and, if it so finds, may declare the student ineligible to participate in sports other than the terminated sport for a period of one year immediately following the date of the student's Transfer. The student may, however, re-enroll at the Terminating School and remain eligible to participate in all sports at that school. Upon such re-enrollment, the student is not later entitled to eligibility under this Section should the student again Transfer for the same terminated sport.

f. Should the Terminating School reinstate the terminated sport in a future year, a student who has transferred is permitted to Transfer back to the Terminating School and shall, without further action, be automatically eligible to participate in all sports at the Terminating School.

Nothing in this Section shall be construed to require any PIAA member school to accept a student requesting to Transfer to that school.

This Section is not applicable where the Terminating School has entered into a Cooperative Sponsorship of a Sport Agreement with any other PIAA member school to permit participation by students at the Terminating School in the terminated sport.

Any PIAA member school, or affiliated personnel or persons, which in any way recruits students from a Terminating School is subject to the provisions of ARTICLE VI, TRANSFERS, RESIDENCE, AND RECRUITING, Section 7, Recruiting, of the PIAA By-Laws.

### **Section 7. Feeder Schools for Private Schools.**

Any member Private senior high School may submit to PIAA a list designating its Feeder Schools. Such submission is necessary for the schools to be recognized as Feeder Schools for a particular school. The list of designated Feeder Schools must be signed and submitted by the Principal and must be



certified as correct (a) in the case of Catholic schools under either Archdiocesan or Diocesan jurisdiction, by the Archdiocesan or Diocesan Superintendent of Schools, or (b) in the case of other member Private senior high Schools, by the Superintendent or by the President of the Board having jurisdiction over the member Private senior high School. Upon any change in its list of Feeder Schools, that member Private senior high School must submit to PIAA a list of those changes, signed and certified in the same manner as is required for the original identification of its Feeder Schools. Upon submission, for purposes of the PIAA Constitution and By-Laws, this list shall constitute the schools in the member Private senior high School's "school district."

Where a Catholic junior high/middle School under either Archdiocesan or Diocesan jurisdiction disagrees with its being designated as a Feeder School for a particular member Private senior high School, or where such a school is designated as a Feeder School by multiple member Private senior high Schools, the designation(s) by the Archdiocesan or Diocesan Superintendent of Schools shall control. If any other Private junior high/middle School disagrees with it being designated as a Feeder School for a particular member Private senior high School, the Private junior high/middle School must so designate the member Private senior high School(s) for which it is a Feeder School and such designation shall control.

For the purpose of providing for participation at a member Private senior high School of seventh and eighth grade students enrolled at Feeder Schools of that member Private senior high School, such Feeder Schools may collectively apply for membership as a single Private junior high/middle School. In such instance, PIAA will recognize the Principal of that member Private senior high School as the Principal of the collective member Private junior high/middle School created for this purpose.

#### **Section 8. Recruiting.**

One of the purposes of this ARTICLE is to deter recruiting which is materially motivated in some way by an athletic purpose. Recruiting for athletic purposes is directly contrary to fundamental interests of PIAA and its member schools and any school engaged in such conduct should do so with the expectation that it will be treated harshly upon proof of such conduct. Recruiting which is materially motivated in some way by an athletic purpose is contrary to the fundamental objectives of (1) keeping athletics in their proper place and subordinate to academics; (2) protecting student-athletes from "exploitation" by adults and those having interests which might not be consistent with those of the student; and (3) maintaining competitive equity and a level playing field among PIAA member schools.

Recruiting which is materially motivated in some way by an athletic purpose is defined as efforts by a school, or any of its employees, agents, or representatives, to engage in, support, or condone conduct whereby a motivating factor is to seek out one or more athletes to attend a particular school; to promote a school's athletic program or personnel other than as part of the overall program at the school; and/or, to provide preferential treatment or attention to prospective enrollees who are athletes.

**A.** Upon a Regional Panel's or District Committee's, within their respective jurisdictions, receipt of:

either (1) a signed complaint from the Principal of a PIAA member school, or (2) otherwise credible information that (a) a representative of a school's Athletic Personnel, or any other person affiliated with the school, influenced, persuaded, or attempted to influence or persuade one or more students, or one or more parents or guardians of such student(s), or an adult with whom the student(s) reside, to Transfer to, or otherwise obtain athletic eligibility at, that school for the purpose of participating in athletics at that

school, or (b) the school, its Athletic Personnel and/or individuals affiliated with the school in other ways engaged in recruiting of students for an athletic purpose, the Regional Panel or District Committee must give notice to the school of such complaint or credible information and shall convene a hearing to consider whether any such individuals or the school, by itself or through its Athletic Personnel or other persons affiliated with the school, has engaged in recruiting of students for the purpose of participating in athletics.

**B.** The following is an illustrative, but not exhaustive, list of situations which may indicate recruiting which is materially motivated in some way by an athletic purpose:

1. Placing an advertisement in a newspaper or other literature directed toward prospective recruits touting the athletic successes of a school's Teams and/or students.  
**NOTE:** A comprehensive brochure or comparable piece of literature discussing all or most aspects of the school, including, but not focusing on, the athletic program, will not be deemed to constitute recruiting for an athletic purpose.

2. Providing a student-athlete of another school, including a lower level school, other than a Feeder School of that senior high school, with free transportation, tickets, or admissions to a Contest, unless such free transportation, tickets, or admissions are made available to all students, or to all students at the same school, or to all students in the same grade level at the same school. To promote interest in youth sports programs, member senior high schools may also provide free, or reduced-price, admission to Contests for all members of youth sports Teams, provided that public senior high schools make such offer only to Teams based within the geographic boundaries of their public school district and member Private senior high Schools make such offer only to Teams affiliated with that school's sponsoring entities or organization(s) or where at least 50% of the Team members attend a Feeder School for that member Private senior high School.

3. Using AAU or other amateur athletic Coaches to steer students to a particular school.

4. Offering, to an athlete, scholarships or financial aid that is not available to other students at the school.

5. Encouraging the parents or relatives of an athlete attending a school, other than a Feeder School of that senior high school, to influence the student to enroll at that school to play sports there.

6. Promising playing time or a position on a Team to a student.

7. Meeting with athletes of a school, other than a Feeder School of that member senior high school, individually or as a group, to encourage them to enroll at a particular school.

**NOTE:** This does not prohibit meeting with students who attend a school open house, which is open to all potential enrollees of that school. This also does not prohibit school personnel from visiting non-Feeder Schools of that member senior high school and speaking with entire classes, which may include athletes. The use of Athletic Personnel to engage in visits to non-Feeder Schools of a member senior high school is not prohibited but may be determined, following a hearing, to be recruiting for an athletic purpose if a focus of the appearance was on athletics, athletes, or promotion of the Athletic Personnel's role as a Coach or member or representative of the athletic department.

8. Providing transportation or other inducements to any prospective student-athlete to take a qualifying examination at a school or to meet with school officials, unless such opportunities are provided to all students at a particular school or grade level.

9. Athletic Personnel of a member senior high school directly, or through another person, encouraging a student or the parents of a student attending a school, other than a Feeder School of that member senior high school, to have the student enroll at the school of the Athletic Personnel. **NOTE:** This restriction does not prohibit school personnel from responding to purely student - or student family - initiated inquiries to the personnel about athletic programs at the school.

10. Providing any item with school advertisement (such as shirts, pennants, caps, jackets, etc.) unless such offer is made to all students of a particular school or class.

11. Athletic Personnel of a member senior high school attending a lower level school Contest and, immediately before, during, or after the Contest, speaking to or with the players from one or both Teams. The Athletic Personnel are, however, permitted to speak to or with players from a Feeder School of the Athletic Personnel's school. **NOTE:** This restriction does not prohibit Athletic Personnel from simply attending and observing any Contest nor does it prohibit Athletic Personnel from having contact with students on a Team, if the Athletic Personnel's son(s) and/or daughter(s) is (are) on that Team.

12. Participation by a student in non-school athletics (i.e. AAU, American Legion, club settings, etc.) on a Team that is affiliated with any school other than the school which the student attends, or attended the prior year, followed by a Transfer by that student to the affiliated school. A Team affiliated with a school is one that is organized by and/or coached by any member of the Coaching staff at, or any other person affiliated with, that school; and/or on which the majority of the members of the Team (participants in Practice and/or competition) are students who attend that school.

13. Organizing, leading, or participating in a sports camp or clinic or speaking at a sports banquet or function are not, by themselves, considered to be recruiting for an athletic purpose. However, if the Athletic Personnel involved in the camp, clinic, or speech use the opportunity to promote their own school, such effort may be deemed to constitute recruiting for an athletic purpose.

**C.** If the Regional Panel or District Committee, within their respective jurisdictions, finds that the school, a representative of the school's Athletic Personnel, or any other person, affiliated with the school, approached a student, or a parent or guardian of that student, or an adult with whom that student resides, and attempted to influence and/or influenced that student to Transfer to that school for the purpose of participating in athletics at that school, or otherwise engaged in recruiting which is materially motivated in some way by an athletic purpose, the offending school will be subject to any of the penalties described in ARTICLE XIII, PENALTIES, of the PIAA By-Laws.

**D.** Any person determined to have engaged in recruiting which is materially motivated in some way by an athletic purpose shall be disqualified from Coaching any athletic Teams of PIAA members for a period of at least one year.

#### INTERPRETATIONS

**December 13, 2012.**

A student who is determined to be eligible by a District Committee or Regional Panel under Section 4 of this ARTICLE retains eligibility unless and until such decision is reversed by the Board of Directors. Any Contests participated in by the student prior to reversal are not subject to forfeiture for use of an ineligible participant.

**December 17, 2010.**

For purposes of this ARTICLE, participation in a sport is deemed to include seasons of participation by both genders in

that sport. A student participating in girls' soccer, for example, is deemed to have also participated in boys' soccer for that school year. The following sports are subject to this Interpretation: basketball, bowling, cross country, golf, lacrosse, rifle, soccer, swimming and diving, tennis, track and field (indoor and outdoor), volleyball, and water polo.

**January 29, 2010.**

A student who remains in the student's present school after the student, the student's parent(s), legal guardian(s), or foster parent(s), as applicable, has changed residence to another public school district, retains eligibility at that school until such time as the student seeks eligibility to participate in interscholastic athletics at another school.

**October 22, 1960; as amended January 31, 2004.**

A student, who upon release from a correctional institution to which the student was assigned by the court, returns to the school of the student's home public school district, is eligible immediately.

**December 2, 1983.**

A student who Transfers to and attends a school upon the affidavit of a resident of the public school district is subject to ARTICLE VI to the same extent as any other student.

**Section 1. April 1, 1950; as amended January 31, 2004.**

A student who takes summer school courses is not considered to have transferred.

**Section 1. December 28, 1966; as amended July 25, 2008.**

A student enrolled on a full-time basis in a high school, who takes college courses on a part-time basis, is not considered to have transferred because of taking the college courses.

#### ARTICLE VII

#### FOREIGN EXCHANGE STUDENTS, INTERNATIONAL STUDENTS, AND FOREIGN STUDENTS

##### Section 1. Foreign Exchange Student.

A Foreign Exchange Student is a student who:

1. is in the United States (US) on a US Department of State-issued J-1 visa;
2. is a participant in a program that has been recognized by the US Department of State, and has been accepted for listing by the Council on Standards for International Educational Travel (CSIET);
3. is assigned to a host family by a method that ensures that no student, or the student's parents, school, or other interested party materially influences that assignment in some way for an athletic purpose;
4. is not selected or placed on any basis relating to the student's athletic abilities or interests;
5. does not reside with any member of the school's paid or voluntary Coaching staff, who Coaches a sport or sports in which the student will participate;
6. meets the requirements of ARTICLE I (the Age Rule), ARTICLE II (the Amateur Rule), and ARTICLE V (the Comprehensive Initial Pre-Participation Physical Evaluation [CIPPE] Rule) of the PIAA By-Laws; and
7. is in full-time attendance at a PIAA member school.

#### INTERPRETATION

##### Section 1. October 4, 2003.

A US Department of State-issued Certificate of Eligibility for Exchange Visitor (J-1) Status (DS-2019) is deemed to be the equivalent of a J-1 visa for Canadian nationals.

##### Section 2. International Student.

An International Student is a student who:

1. is in the United States (US) on a US Immigration and Naturalization Service-issued F-1 visa;
2. enters the US for reasons that are not materially motivated in some way by an athletic purpose;

3. does not reside with any member of the school's paid or voluntary Coaching staff, who Coaches a sport or sports in which the student will participate;

4. meets the requirements of ARTICLE I (the Age Rule), ARTICLE II (the Amateur Rule), and ARTICLE V (the Comprehensive Initial Pre-Participation Physical Evaluation [CIPPE] Rule) of the PIAA By-Laws; and

5. is in full-time attendance at a PIAA member school.

### **Section 3. Foreign Exchange Student/International Student Eligibility Agreement.**

A Foreign Exchange Student or International Student becomes eligible for a period of one year at the PIAA member school which the student attends upon the determination of the PIAA District Committee having jurisdiction over that school that:

1. the student is a Foreign Exchange Student or International Student as defined above; and

2. the student and the host parents, on behalf of the student, have executed and submitted to the District Committee the official "PIAA Foreign Exchange Student/International Student Eligibility Agreement", and required accompanying documents (applicable visa and completed PIAA CIPPE Form), by which the student and the host parents, on behalf of the student, each agrees that the student's eligibility to participate in interscholastic athletics at any PIAA member school ends at the conclusion of the student's one-year of eligibility.

### **Section 4. Ineligible Students.**

Notwithstanding any provision of ARTICLE VI, a student who receives one-year of eligibility under this ARTICLE VII shall thereafter be ineligible to participate in interscholastic athletics at that or any other PIAA member school.

### **Section 5. American Dependencies and Foreign Students.**

#### **A. American Dependencies.**

Students from American Samoa, Guam, Puerto Rico, the United States Virgin Islands, and other dependencies of the United States, are neither Foreign Exchange Students nor International Students. Said students must meet all PIAA eligibility provisions.

#### **B. Foreign Students.**

A resident of a foreign country who Transfers to a PIAA member school but who does not meet the requirements in Section 1 or Section 2 above is considered a Foreign Student. The eligibility of Foreign Students shall be determined upon Transfer to a PIAA member school under ARTICLE VI, Section 4 of these By-Laws and the student must meet all other PIAA eligibility provisions.

## **ARTICLE VIII**

### **PERIOD OF PARTICIPATION**

#### **Preamble**

Generally, students are provided the opportunity to participate in interscholastic athletics for a four-year period which begins at the conclusion of their eighth grade year and ends four years later, regardless of whether the student advances academically or actually participates in interscholastic athletics during this period. The purposes of this limitation are as follows: (1) to provide basic equality of potential eligibility among athletes as each student is afforded the same basic number of semesters of potential athletic eligibility without regard to the number of years it takes the student to complete the high school curriculum; (2) to permit a greater number of students the opportunity to start and play interscholastic athletics; and (3) to discourage athletic red-shirting, the practice of holding students back in grades so that they will gain more experience, size, and ability before graduating from high school.

In light of the important purposes of this ARTICLE, and the fact that granting additional eligibility to students will almost always result in denial of playing opportunities for other students,

waivers of the Semester Rule are very sparingly granted and permitted only under the most exceptional of circumstances. Illnesses and injuries sustained which only affect a student's ability to participate in athletics will not be considered. This ARTICLE is not intended to authorize athletic red-shirts simply because a student is unable to participate in a season due to injury or illness, nor are waivers intended to reward illegal or improper conduct. **Students are limited to six seasons of participation beyond the sixth grade or four seasons of competition beyond the eighth grade.**

### **Section 1. Period of Participation.**

A student may not represent the student's school in interscholastic athletics if the student has:

**A.** Reached the end of the student's fourth consecutive year (8th consecutive semester or the equivalent) beyond the 8th grade year, without regard to the student's period of attendance;

**B.** Participated in six seasons beyond the sixth grade or four seasons beyond the eighth grade in any sport; or

**C.** Completed the work of grades nine, ten, eleven and twelve, inclusive.

## **INTERPRETATION**

### **Section 1C. February 8, 1991.**

An individual who has received a G.E.D., who enrolls in school for the purpose of obtaining a high school diploma, and who returns that individual's G.E.D. to the G.E.D. Office, is eligible to participate in interscholastic athletics provided the student is eligible in all other respects.

### **Section 1. October 5, 2016.**

**The number of semesters to be counted under Section 1A is not triggered until the student enrolls in and attends 9<sup>th</sup> grade. The number of seasons to be counted under Section 1B is triggered at the beginning of the student's 7<sup>th</sup> grade year. In calculating semesters, as well as seasons played, under this Section, enrollment and participation at any school, not just a PIAA member school, are included in making such determinations.**

### **Section 2. When a Student Participates in a Season.**

A student is considered as representing the student's school during a particular season in a sport only **if the student has participated in a Contest in that sport.**

### **Section 3. Student Entering at Mid-Year.**

A student who enters school in the second semester and plays two part seasons in the same sport in separate school years, shall be considered as playing the equivalent of one season.

### **Section 4. What Constitutes a Semester.**

The first half of the total number of school days in a school term shall constitute the first semester; the second half shall constitute the second semester. Athletically, the first semester shall continue until such time as the second semester actually begins.

### **Section 5. Continuing Eligibility.**

A student who has used all remaining eligibility may retain eligibility for any portion of that athletic schedule not completed by the end of the semester in which the student was eligible, provided the student is eligible in all other respects.

## **INTERPRETATION**

### **Section 5. May 21, 1981.**

A student who graduates from high school prior to completion of the athletic season of a sport in which the student is participating remains eligible in that sport for any portion of its athletic season not completed by the time of the student's graduation, provided the student is eligible in all other respects.



**Section 6. Waiver of Sections 1A and/or 1B.**

A waiver of Section 1B may not be considered by the District Committee unless that District Committee has waived Section 1A. Section 1C may not be waived by a District Committee.

**A. Illness or Injury:** The District Committee may waive Sections 1A and/or 1B in cases of illness and/or injury which caused at least 60 days of absence from school during the school year, which, because of such absences, was subsequently repeated, or 45 days of absence from school during the semester, which, because of such absences, was subsequently repeated. A waiver of Section 1B may be granted if the student participated in no more than 25% of the maximum number of Regular Season Contests in the sport during the school year or semester, which was subsequently repeated. No more than two semesters and/or one season in the sport may be waived by the District Committee.

**B. Severe and Unusual Personal Hardship:** The District Committee may waive Sections 1A and/or 1B in cases where a student demonstrates that the student repeated a school year or semester for a reason beyond the student's control, which produced severe and unusual environmental, social, and/or emotional conditions which, in turn created a debilitating personal non-athletic hardship which would have prevented a reasonable student under similar circumstances from satisfactorily completing a school year or semester. No more than two semesters and/or one season in the sport may be waived by the District Committee. In considering a request pursuant to this provision, the District Committee shall apply the following:

1. A waiver of Section 1B may not be granted under this provision unless the student participated in no more than 25% of the maximum number of Regular Season Contests in the sport during the school year or semester, which was subsequently repeated.

2. A repeat of a school year or semester to remedy academic credit deficiencies and/or failures is not, by itself, considered grounds for a waiver under this provision. However, severe and unusual debilitating external circumstances beyond the student's control which can be demonstrated to have caused the academic credit deficiencies and/or failures may be considered if the student demonstrates that the student, and the student's family, exercised objectively reasonable efforts during the school year or semester, which was subsequently repeated, to address the academic credit deficiencies and/or failures.

3. A medical, emotional, and/or psychological condition diagnosed based on observations and information obtained subsequent to the repeated school year or semester will not be considered as a basis for a waiver unless the student and/or the student's family, during the school year or semester, which was subsequently repeated, took reasonable steps based on the knowledge possessed by them during that period to seek out appropriate diagnosis and medical treatment for the condition.

4. A waiver may not be granted if there is any evidence of athletic red-shirting, as defined in the Preamble to this ARTICLE.

5. A waiver may not be granted where the repeat of a school year or semester is the result of a voluntary action by a family, even if the decision is for otherwise sound personal or academic reasons, such as to allow the student to mature or improve academically.

6. In situations where a student asserts that the repeat of a school year or semester was the result of a psychological or emotional condition, the District Committee may consider the severity of the condition in relation to the

student population in general to assess whether the condition is severe, unusual, and debilitating.

7. Economic difficulty and/or residence in a single parent home are, by themselves, unfortunate but not of such an unusual nature in today's society as to support a waiver of this provision.

8. Upon a student's Transfer to another school, the recommendation or insistence of the Receiving School that the student repeat the previous school year is not grounds for a waiver if the student would have advanced to the next grade had the student remained at the student's previous school.

**C.** A waiver may not be granted under this ARTICLE if the repeat of the school year or semester results from illegal conduct on the part of the student, or conduct that resulted in expulsion. Notwithstanding the previous sentence, a District Committee may grant a waiver to a student who repeated a school year or semester due to the student's admission to and confinement in a substance abuse treatment facility, provided that such admission was voluntary and without the student having been so admitted pursuant to a criminal conviction, adjudication, or court order. This exception is intended to encourage recognition and voluntary treatment of serious substance abuse problems.

**D.** The District Committee may waive Section 1A in cases where a student, as part of a program that has been recognized by the US Department of State and has been accepted for listing by the Council on Standards for International Educational Travel (CSIET), attended a school in a foreign country which did not offer an interscholastic athletic program.

**NOTE:** So that the District Committee may make a timely and informed decision, it is requested that the Principal notify the District Committee whenever a situation dictates a possible request for additional eligibility.

**E. Waiver to Participate at the Junior Varsity Level of Competition.** The District Committee may grant a limited waiver of Sections 1A and/or 1B to permit a Student With A Disability to participate at the Junior Varsity level of competition following an individualized assessment of the student's condition in relation to the purposes of this ARTICLE and the potential impact of participation by the student on opponents and teammates if the District Committee concludes that:

1. the student suffers from a physical, mental, or emotional disability which has been recognized by, and certified to by, a treating physician or psychiatrist;

2. the student has a current Individualized Education Plan (IEP) or a Chapter 15 Service Agreement relating to the certified to disability, at the student's school;

3. the student would likely not, due to the student's physical size, athletic ability, and/or other characteristics, pose an increased risk of harm to opponents; and

4. the student is otherwise eligible under these By-Laws.

**INTERPRETATION****Section 6. March 21, 2013.**

The Maximum Number of Regular Season Contests, as used in this Section, refers to the specific number set forth for each sport in Tables I, II and III of these By-Laws. Participation by a student at any levels (varsity, junior varsity, etc., or any combination thereof) is included in calculating whether the student participated in at least 25% of the identified Maximum Number of Regular Season Contests.

**Section 7. Yearly Season Limitation.**

To promote participation by a broader number of students and to encourage participation by a student in a variety of sports, a student may participate only in one (1) season in each sport during each school year.



**INTERPRETATIONS****March 20, 1965; as amended July 24, 2009.**

Except as provided in ARTICLE XII, ATHLETIC RELATIONS, Section 1B and ARTICLE XIV, COACHES, Section 2, What Constitutes Coaching, of the PIAA By-Laws, no person who has graduated or withdrawn from high school is eligible to participate in Practices, Inter-School Practices, Scrimmages, and/or Contests.

**April 1, 1950; as amended January 31, 2004; and July 25, 2008.**

A student who takes summer school courses is not considered to have used a semester of eligibility.

**Sections 1A and 6A. April 14, 1984.**

Pregnancy shall be treated as an illness if a physician certifies, in writing, that the student was unable to attend school as a result of pregnancy.

**Section 5. May 21, 1981.**

A student who graduates from high school prior to completion of the athletic season of a sport in which the student is participating remains eligible in that sport for any portion of its athletic season not completed by the time of the student's graduation, provided the student is eligible in all other respects.

**NOTE:** This modifies the Interpretation of March 20, 1965.

**ARTICLE IX  
REPRESENTATION****Preamble**

Interscholastic athletic competition is an extension of the classroom and an educational activity that provides outstanding opportunities within a school setting. Through participation in such education based programs, young people learn values and skills that help prepare them for the future. To that end, the purposes of this ARTICLE are as follows: 1) to promote uniform standards in all interscholastic competition for student-athletes and Teams representing PIAA member schools; (2) to encourage interscholastic participation by student-athletes and Teams throughout the defined season; and (3) to discourage outside participation in a sport to the detriment of interscholastic participation.

**Section 1. Eligibility of Students who Participated in a Collegiate Scrimmage or Contest.**

No person who has participated in an athletic competition with or against a team sponsored by a college is eligible to participate in an interscholastic Inter-School Practice, Scrimmage, and/or Contest in that sport. Students do not lose eligibility to participate in an interscholastic Inter-School Practice, Scrimmage, and/or Contest in a sport if they, on an individual basis and as a private citizen, enter and participate in an athletic competition which is open to all persons, including collegiate athletes.

**Section 2. All-Star Contests.**

All-star Contests are those Contests in which students participate as individuals and not as members of their school Teams, and (1) the Contests are advertised or promoted as all-star Contests, and/or (2) the students selected to participate are chosen based upon reputation of the athletes or recommendation and/or referral by other persons. Such all-star Contests are not viewed with favor by PIAA as they promote certain participants to the detriment of others and they tend to arbitrarily and subjectively reward students for performance, both of which are contrary to the objectives of cultivating good sportsmanship and preventing unfair competitive advantages to participants. Therefore, students participating in Contests which are advertised or promoted as all-star Contests and/or in which students are selected based upon reputation of the athletes and/or recommendation or referral by other persons are ineligible to participate in interscholastic athletics in the involved sport(s) for a period of up to one year from the date of such participation.

This penalty may be modified by the District Committee upon proof by the student of lack of culpability by the student, that the participation was encouraged, arranged, and/or facilitated by a Coach of the student and that student's school has taken appropriate disciplinary action acceptable to the District Committee against those adults responsible for the participation.

Contests are not considered to be all-star Contests, and participation will not result in a loss of eligibility, if (1) the Contest is not advertised or promoted as an all-star Contest; (2) the Contest is open to all students or to all students in the same grade level or students are selected to participate based upon try-outs or a uniform standard of qualification (such as certified minimum times for a swimming or track event); and (3) students participating in such Contests do not represent their school in the Contests and do not wear any school-affiliated uniform and/or apparel in the Contests.

**INTERPRETATION****Section 2. May 12, 2001.**

The loss of eligibility in a sport under ARTICLE IX, Section 2, does not affect those students who have previously exhausted their eligibility in that sport at the time the loss of eligibility provided in ARTICLE IX, Section 2, would otherwise occur. This relates almost exclusively to seniors.

**Section 3. Multiple Teams at Same Level of Competition.**

If a PIAA member school sponsors more than one Team in a sport at the same level (varsity, junior varsity, or otherwise) of competition, a student is eligible to participate on only one of those Teams in any season. A student may transfer from a Team at one level of competition to a Team at another level of competition but, after the first Regular Season Contest in that sport, may not transfer, either directly or by means of an intermediate transfer between levels of competition, from one Team to another at the same level of competition.

A PIAA member school is not prohibited from temporarily dividing one or more of its Teams into parts, such as (1) to permit participation of members of the Team in a Regular Season Contest or Tournament while the remainder of the Team participates in another Regular Season Contest or Tournament on the same day, or (2) to enter two Teams in the same Regular Season Tournament. Such participation by the temporarily divided Team constitutes two separate Regular Season Contests or Tournaments and counts against the maximum permitted number of Regular Season Contests for that Team.

**Section 4. Eligibility of Teams and Multiple Individuals for Championship Contests.**

A PIAA member school which does not sponsor during the Regular Season a Team which participates in at least 50% of the maximum permitted number of Regular Season Contests in a sport is ineligible to enter a Team in that sport in the District or Inter-District Championship Contests, to receive a Team score in that sport in District or Inter-District Championship Contests, and to enter in that sport in the District or Inter-District Championship Contests any Athletic Event which requires the participation of more than one individual, including but not limited to relay Teams and doubles tennis Teams.

This provision is waived if (1) the school scheduled at least 50% of the maximum permitted number of Regular Season Contests in a sport; and (2) the Team ultimately participated in at least 33.3% of the maximum permitted number of Regular Season Contests in a sport.

**Section 5. Eligibility of Students for Championship Contests.**

A student who participates as an individual or as a member of a Team in a sport in an athletic program other than that of the student's school, who is enrolled or otherwise eligible at a school having a Team in that sport, is ineligible to participate in the

District or Inter-District Championship Contests in that sport unless the student has been in uniform and available to participate as a member of the student's school Team in that sport for at least 75% of the Contests occurring within the period of time beginning with that Team's first Regular Season Contest and ending with its last Regular Season Contest. Where the failure to meet the 75% requirement results, in part, from reasons other than participation on the non-school Team, the Principal may waive such absences, provided that the student was otherwise in uniform and available to participate in at least 50% of the total number of the Team's Regular Season Contests.

With regard to Practices for the period of time beginning with the Team's first Contest and ending with its last Contest of the Regular Season, the Principal of each school must determine whether Practice in the athletic program other than that of the student's school meets the Practice requirements of that school. If it does not, the student is ineligible to participate in the District or Inter-District Championship Contests in that sport.

#### **ARTICLE X CURRICULUM Preamble**

PIAA is an organization consisting entirely of schools. Academics, therefore, shall always be a priority and demonstration of satisfactory academic performance is an essential and mandatory prerequisite to student eligibility to participate in interscholastic athletics. As set forth in this ARTICLE, students not meeting core academic requirements are not eligible until they can correct those deficiencies.

#### **Section 1.**

To be eligible for interscholastic athletic competition, a student must pursue a curriculum defined and approved by the Principal as a full-time curriculum. Where required, this curriculum or its equivalent must be approved by, and conform to, the regulations of the State Board of Education and the Pennsylvania School Code, as well as any local policies established by the local School Board. The student must be passing at least four full-credit subjects, or the equivalent. Eligibility is cumulative from the beginning of a grading period, must be reported on a weekly basis, and must be filed in the Principal's office. Where a student's cumulative work from the beginning of the grading period does not as of any Friday meet the standards provided for in this Section, the student is ineligible from the immediately following Sunday through the Saturday immediately following the next Friday as of which the student's cumulative work from the beginning of the grading period meets the standards provided for in this Section. Where a school is closed on a Friday for any reason, the Principal may, at the Principal's election, determine whether the student as of that day meets the standards provided for in this Section.

#### **Section 2.**

To be eligible for interscholastic athletics, a student must have passed at least four full-credit subjects, or the equivalent, during the previous grading period, except as provided in Section 5.

Back work may be made up, providing it is in accordance with the regular rules of the school.

#### **INTERPRETATIONS**

#### **Sections 1 and 2. October 6, 2001.**

Whenever students spend approximately double the amount of time in class under "block" scheduling in comparison to "traditional" scheduling, a credit that a student is carrying under "block" scheduling would be the equivalent of two credits under "traditional" scheduling in determining athletic academic eligibility, except when eligibility is determined by final credits at the end of the school year.

#### **Section 2. July 22, 1982; as amended December 7, 1985.**

A student who has passed subjects which, in the aggregate, total at least four credits has passed the equivalent of four full-credit subjects.

#### **Section 2. July 21, 1983; as amended December 7, 1985; and May 11, 2002.**

ARTICLE X, Section 2 sets only the minimum academic standards for interscholastic athletic eligibility. Since the standards are minimum ones (passing "at least" four full-credit subjects), PIAA member schools may adopt higher or more stringent academic standards, but may not have lower academic standards.

#### **Section 3.**

In cases where a student's work in any preceding grading period does not meet the standards provided for in Section 2, said student is ineligible to participate in interscholastic athletics for at least fifteen (15) school days of the next grading period where the school has four (4) grading periods per school year, or for at least ten (10) school days of the next grading period where the school has six (6) grading periods per school year, beginning on the first day report cards are issued, except as provided in Section 5.

#### **Section 4. New Students Must Meet Eligibility Requirements On Curriculum.**

Students who are enrolled for the first time must comply with the requirements of the curriculum rules. The standing required for the preceding week, the preceding grading period or the preceding year shall be obtained from the records of the last school which the student has attended.

#### **Section 5. Use of Final Credits at End of School Year.**

At the end of the school year, the student's final credits in the student's subjects rather than the student's credits for the last grading period shall be used to determine the student's eligibility for the next grading period.

#### **Section 6. Students With Disabilities.**

Because PIAA is an educationally-based organization, achievement by all students, including those with disabilities, of the minimum academic standards set forth in this ARTICLE, is a fundamental prerequisite to athletic eligibility and these standards may not be waived except under the most limited of circumstances. Students with disabilities should work with their schools to obtain appropriate accommodations which allow them opportunities to meet the standards. If, despite accommodations provided by the school, a student is still unable to meet the requirements, a District Committee may, after an individualized assessment, grant limited relief by substituting alternative standards appropriate for a unique situation. Such relief may be granted only if the student demonstrates that:

- (1) the student suffers from a physical, mental, or emotional disability which has been recognized by, and certified to by, a treating physician or psychiatrist;
- (2) the certified disability has had a direct and significant negative impact on the student's academic performance;
- (3) the student has a current Individualized Education Plan (IEP) or a Chapter 15 Service Agreement relating to the certified disability, at the student's school;
- (4) the student was meeting the requirements of the student's IEP,
- (5) the student made demonstrable and diligent efforts to take advantage of available opportunities to meet the minimum academic requirements of this ARTICLE;
- (6) the student was still unable to meet the minimum academic requirements of this ARTICLE; and
- (7) the form of accommodation requested by the student is reasonable in that it would preserve the purposes, intent and expectations of the standards,

A student attending a Private School must meet each of the criteria in this Section, excepting that the Committee may consider, in lieu of an IEP, a defined plan adopted by the school which identifies and addresses the student's disability needs, and which is, in most respects, comparable to an IEP.

#### **INTERPRETATION**

##### **December 7, 1985; as amended May 11, 2002.**

Students whose work does not meet the standards provided for in ARTICLE X, who attend summer school and correct their deficiencies, are eligible.

#### **ARTICLE XI ASSUMED NAME**

A student who participates in an Inter-School Practice, Scrimmage, or Contest in a sport under a name other than the student's own is ineligible to participate in that sport for up to one year from the date of such participation under an assumed name. This penalty may be modified by the PIAA District Committee upon proof by the student of a lack of culpability by the student, that such participation was encouraged, arranged, and/or facilitated by a Coach of the student, and that the student's school has taken appropriate disciplinary action acceptable to the PIAA Board of Directors against those adults responsible for such participation.

Additionally, any person encouraging, facilitating, and/or assisting a student to participate in an Inter-School Practice, Scrimmage, and/or Contest in a sport under a name other than the student's own is, if the student does indeed so participate under an assumed name and regardless of discipline imposed by the school on said individual, ineligible to Coach any Team in that sport at any PIAA member school for up to one year from the date of such participation by the student under an assumed name.

#### **ARTICLE XII ATHLETIC RELATIONS**

##### **Section 1. Teams which PIAA Member Schools may Play.**

**A.** No Inter-School Practice, Scrimmage, or Contest may be played with a Team not sponsored and controlled by a public school or Private School nor any school not belonging to PIAA, unless the non-PIAA member school's eligibility rules for school, Team, and contestants meet the requirements of PIAA.

All Contests must be played pursuant to ARTICLE XVIII, Official Rules for Sports. This requirement does not apply to Contests played outside of Pennsylvania where the opponent school is not a member of PIAA.

**B.** Regular Season Scrimmages and/or Contests with alumni, where authorized by the school, are permitted in all sports except in Football and Wrestling. Such Scrimmages and/or Contests count against the maximum permitted number of Regular Season Inter-School Practices, Scrimmages, and/or Contests in the applicable sport.

#### **INTERPRETATIONS**

##### **Section 1A. May 11, 2002.**

Where it is deemed necessary by the respective School Boards, and/or Boards having jurisdiction over the schools, for students and/or Teams from different schools to share facilities at the same time, those students and/or Teams are not considered to be engaging in a Contest, Scrimmage, or Inter-School Practice so long as the students and/or Teams do not interact by competing against or Practicing with each other.

##### **Section 1A. July 27, 2006; as amended October 8, 2010.**

PIAA member senior high schools may participate in Inter-School Practices, Scrimmages, and/or Contests against non-PIAA member senior high schools that (1) are in good standing with their respective National Federation of State High School Association (NFHS)-member state high school associations and (2) have on their Teams' rosters junior high or middle school

students enrolled in the 7<sup>th</sup> and/or 8<sup>th</sup> grades. However, PIAA member senior high schools are not permitted to use students enrolled in the 7<sup>th</sup> and/or 8<sup>th</sup> grades on their Teams in such Inter-School Practices, Scrimmages, and/or Contests, unless otherwise authorized under these By-Laws.

##### **Section 1B. July 24, 2009.**

Except as provided in ARTICLE XII, ATHLETIC RELATIONS, Section 1B and ARTICLE XIV, COACHES, Section 2, What Constitutes Coaching, of the PIAA By-Laws, no person who has graduated or withdrawn from high school is eligible to participate in Practices, Inter-School Practices, Scrimmages, and/or Contests.

##### **Section 2. Practices, Inter-School Practices, Scrimmages, and Contests Limited to Six Days Per Calendar Week During Preseason and Regular Season.**

No Team, no individual member or members of such Team, and no individual representing any PIAA member school, may Practice or participate in an Inter-School Practice, Scrimmage, Contest, and/or Open Gym on more than six days in any Calendar Week during the **Preseason and Regular Season**.

##### **Section 3. Requirements of Written Contract.**

Except where scheduling is done by or pursuant to the authority of the District Committee, all schools must enter into either paper or electronic contracts for all Contests in which they participate. All contracts must be on the official contract form entitled "Contract for Contests Under PIAA Rules", or an equivalent electronic version thereof. Where the opponent is not a member of PIAA, the school must also enter into a supplement to either a paper or an electronic contract on the official form entitled "Supplement to Contract for Contests Under PIAA Rules Involving Non-PIAA Member Schools", or an equivalent electronic version thereof. Disputes arising from oral agreements will not be considered by PIAA.

##### **Section 4. Contracts of Suspended/Withdrawn School Null and Void.**

###### **A. Contracts with Suspended School.**

The suspension of a school from PIAA renders its contracts with PIAA member schools null and void for PIAA purposes.

###### **B. Contracts with Withdrawn School.**

The legal withdrawal of a school from PIAA, approved by the PIAA Board of Directors, shall render its contracts with PIAA member schools null and void for PIAA purposes.

#### **INTERPRETATION**

##### **Section 4B. May 21, 1948.**

The membership of a school in PIAA terminates when the school ceases to exist and, as a result, the contracts of the school with other schools then become null and void for PIAA purposes.

##### **Section 5. Failure to Participate in Contest.**

PIAA member schools develop their own Regular Season schedules in each sport through their own scheduling, joining local leagues, conferences and/or schedules prepared by a District Committee. Consent to accept such a schedule commits the school to participate in Contests as scheduled. Absent good cause shown, and as more fully discussed below, a voluntary forfeiture of any Contest subjects that school to penalties under ARTICLE XIII of the By-Laws.

Additionally, no PIAA member school is required to enter District or Inter-District Championship Tournaments. Entry and participation in such tournaments is voluntary and entry signifies that the member school accepts the fact that the District Committee (for District Tournaments) and the PIAA Executive Director, or the Executive Director's designee (for Inter-District Tournaments), has the right to schedule and make changes in the date of Contests, location of Contests, management, operation, and schedule of the tournaments. Absent good cause



shown, and as more fully discussed below, a voluntary forfeiture of any Contest or withdrawal from the tournament may subject that school to penalties under ARTICLE XIII of the By-Laws.

**A. Failure to Participate In Scheduled or Contracted Contest.**

If a Team fails to participate in a Contest which it has agreed or been scheduled to play or otherwise fails to fulfill any of the material terms of a contract for Contest, the breaching school may (except by written mutual consent or due to the suspension of one of the schools) be subject to any of the penalties described in ARTICLE XIII, Sections 2 through 7, of the PIAA By-Laws.

If a Team fails to participate in any Regular Season or Post Season Contest scheduled by a District Committee, the offending school may except by written mutual consent and the permission of the District Committee or its authorized designee, or due to the suspension of one of the schools) be subject to any of the penalties described in ARTICLE XIII, Sections 2 through 7, of the PIAA By-Laws.

If a Team enters a PIAA Inter-District Tournament but fails to participate in any Contest scheduled by PIAA for that tournament, the offending school may (except by written mutual consent and the permission of the PIAA Executive Director or his/her authorized designee, or due to the suspension of one of the schools) be subject to any of the penalties described in ARTICLE XIII, Sections 2 through 7, of the PIAA By-Laws.

**B. Temporary Closure of School.**

A school which is closed may participate during the period the school is closed, at the discretion of the local School Board or Board having jurisdiction over the school.

Normal Practice sessions are permitted if the local School Board or Board having jurisdiction over the school permits such action. Normal Practice sessions may not exceed that which would be normal if the school were in session.

Contests scheduled during the period of closing may be rescheduled by mutual agreement of the affected schools. In such cases, the rescheduled Contest must be in conformity with the rules and regulations of the local School Board or Board having jurisdiction over the schools and PIAA.

Inability to reschedule the Contest shall result in a forfeiture by the closed school.

**NOTE:** Please refer also to ARTICLE XVI, SEASON AND OUT-OF-SEASON RULES AND REGULATIONS, October 5, 1994, as amended January 29, 2005 Interpretation; and "Procedures During Strikes" in the Policies and Procedures Section of the PIAA Handbook.

**C. Disbandment of Team.**

If the failure to play a Contest as scheduled is due to the disbandment of a Team by the Principal, forfeiture of the Contest may or may not be imposed, provided that the Principal immediately notifies the PIAA Board of Directors, the District Committee, and the Principals of such schools as the school's Team is scheduled to play, stating the reason for disbandment.

**D. Inclement Weather.**

If the failure to play a Regular Season Contest is due to inclement weather, the schools shall attempt in good faith to reschedule the Contest. If unable to do so, neither Team shall be required to forfeit the Contest.

If the failure to play a District or Inter-District Contest is due to inclement weather, the PIAA Policy Relating to Inclement Weather During District and/or Inter-District Championship Tournaments shall apply.

**Section 6. Failure to Agree Upon Officials for Contests.**

If the schools fail to agree upon the officials fifteen days prior to the date of the Contest, it is the duty of the Principals of the two schools to notify the District Chairman of such failure. The District Chairman shall then appoint the officials for the

Contest, and the fees of the said officials shall be borne by the schools as originally provided in their mutual contract or otherwise. If the Contest is scheduled between schools located in different Districts, the Executive Director of PIAA shall appoint the officials.

**ARTICLE XIII  
PENALTIES  
Preamble**

As a guiding principle, a penalty imposed by PIAA should be broad and severe if the violation or violations reflect a general disregard for the PIAA Constitution, By-Laws, Policies and Procedures, and/or Rules and Regulations; in those instances where the violation or violations are isolated and of relative insignificance, then the penalty should be more specific and limited. Previous violations of the PIAA Constitution, By-Laws, Policies and Procedures, and/or Rules and Regulations are a contributing factor in determining the degree of penalty.

All PIAA member schools are required to cooperate fully with PIAA District Committees, Regional Panels, and/or the PIAA Board of Directors, within their respective jurisdictions, to further the objectives of PIAA and to investigate incidents relating to disciplinary matters and application of the PIAA Constitution, By-Laws, Policies and Procedures, and/or Rules and Regulations. All PIAA member schools must make available, upon request by the District Committee, Regional Panel, and/or the Board of Directors, documents relating to a particular incident and must further make available for questioning Principals, Athletic Directors, Coaches, student-athletes, and other school and/or Team personnel whose testimony may be desired by the District Committee, Regional Panel, and/or the Board of Directors.

**Section 1. Expulsion.**

A school that has been expelled from membership in PIAA may not apply for readmission for a period of three (3) school years following expulsion. Thereafter, and upon demonstration to the satisfaction of the PIAA Board of Directors that the reasons for expulsion have been remedied, the expelled school may be readmitted to membership.

A school may be expelled:

**A.** If the Principal is not responsible for the control of interscholastic athletics in the PIAA member school.

**B.** If it refuses to abide by the decisions of the District Committee, Regional Panel, or the Board of Directors, within their respective jurisdictions.

**Section 2. Suspension.**

Suspension may consist of suspension of a school from membership in PIAA, or suspension of one or more of a school's Teams from interscholastic athletic competition with PIAA member schools.

A school or its Team(s) may be suspended:

**A.** For breach of contracts with other schools.

**B.** For playing a suspended school.

**C.** For persistent breach of contracts with Contest officials.

**D.** For knowingly using an ineligible Coach and/or contestant.

**E.** For neglecting to provide reasonable safeguards for the protection of Contest officials and visiting Teams.

**F.** For flagrant violation of the Constitution, By-Laws, Policies and Procedures, and/or Rules and Regulations of PIAA.

**G.** When the conduct of its administration, faculty, Coaches, Teams, students, or Team followers is unsportsmanlike and results in actions which are detrimental to individual, school, and/or public welfare and/or which are prejudicial to the purpose of PIAA.

**H.** For refusal or failure to abide by the decisions of the District Committee, Regional Panel, or the Board of Directors, within their respective jurisdictions.

I. For violation of terms of probation imposed by the District Committee, Regional Panel, or the Board of Directors, within their respective jurisdictions.

A suspension may be for a defined period of time or may be indefinite. If the suspension is for an indefinite period of time, the District Committee, Regional Panel, or the Board of Directors, within their respective jurisdictions, may also impose conditions which must be met prior to the lifting of the suspension and the suspended school must apply to the body imposing the suspension to lift the suspension.

### **Section 3. Forfeiture of Contests.**

#### **A. Mandatory Forfeiture.**

To remedy any possible harm to opponents from participation by an ineligible student or Coach, and to remove any incentive for such participation, a school is required to forfeit all Contests in which an ineligible student participated and/or an ineligible Coach coached on behalf of the school, regardless of whether the ineligibility was known at the time of participation and/or Coaching or discovered later. The burden of ensuring that a student is eligible to participate and/or a Coach is eligible to Coach rests entirely on the student, Coach, and Principal of the school. For a Coach, participation in a Contest, after which the Coach is disqualified, includes any contact by the Coach with members of the Team, including other Coaches, between a reasonable time after the Coach is disqualified and the conclusion of the Contest.

#### **B. Discretionary Forfeiture.**

A school may be required to forfeit a Contest for flagrant misconduct and/or other violations of the Constitution and/or By-Laws of PIAA.

#### **C Effect of Forfeiture on District Championship Title.**

If a forfeiture of a District Championship occurs, that title shall be vacant for that year unless the forfeiture is determined prior to the first Inter-District Championship Contest, in which instance the runner-up shall be declared District Champion.

#### **D. Effect of Forfeiture During Postseason.**

If a Team required to forfeit a Postseason Contest has won a Contest:

1. during the District Championship Tournament, the Team most recently defeated by the forfeiting Team shall be invited to replace the forfeiting Team in the next round of the District Championship Tournament;
2. following the District Championship Tournament but before the start of the Inter-District Championship Tournament, each Team in the District otherwise finishing below the forfeiting Team will improve its seeding by one;
3. during the Inter-District Championship Tournament, other than the final Inter-District Championship Contest, the Team most recently defeated by the forfeiting Team will be invited to replace the forfeiting Team in the next round of the Inter-District Championship Tournament; or
4. following the final Inter-District Championship Contest, the championship in that sport will remain vacant for that year.

In circumstances (1), (2), and (3) above, should the invited Team decline to participate, the District Chairman or Executive Director of PIAA, as appropriate, has discretion as to whether to invite the next possible qualifying Team or provide for a bye in the schedule.

### **Section 4. Suspension of Athletic Relations.**

Two schools may be required to suspend athletic relations when relationships between the schools have been so contentious and unsportsmanlike as to jeopardize school and public welfare.

### **Section 5. Forfeiture of Championship Rights.**

A school may be required to forfeit championship rights for flagrant misconduct and/or any violation of the Constitution, By-

Laws, Policies and Procedures, and/or Rules and Regulations of PIAA, for participating in a non-approved or a disapproved Tournament in a sport, or in lieu of penalties which could be imposed under Sections 1 and/or 2 of this ARTICLE.

### **Section 6. Public Censure.**

In addition to, or in lieu of, such other discretionary penalties as provided by the By-Laws, a school and/or the individual(s) responsible for the violation(s) may be publicly censured.

Public censure is intended to manifest strong disapproval of the actions which led to the imposition of this penalty, and is effected through its inclusion in the decision letter.

### **Section 7. Probation.**

In addition to, or in lieu of, such other discretionary penalties as provided by these By-Laws, a school may be placed on probation.

Probation is an intermediate penalty which may be imposed:

1. upon a finding of a violation of the Constitution, By-Laws, Policies and Procedures, and/or Rules and Regulations of PIAA,
2. to ensure that steps are taken by schools to minimize the risk of future violations by a school of the Constitution, By-Laws, Policies and Procedures, and/or Rules and Regulations of PIAA, and/or
3. to address deficiencies in administrative oversight of the interscholastic athletic program or particular Team at a school.

If probation is imposed, it must be for a specified period of time of not less than one year.

The District Committee, Regional Panel, and/or the Board of Directors may identify conditions that a school must satisfy during a probationary period. Such conditions shall be designed on a case-by-case basis to focus on the school's administrative weaknesses detected in the case and must include, but not be limited to, written reports from the school pertaining to areas of concern to the District Committee, Regional Panel, and/or Board of Directors. Conditions of probation may focus on a particular Team. If the school placed on probation fails to satisfy one or more conditions of probation, the District Committee, Regional Panel, and/or Board of Directors may reconsider the penalties in the case and may extend the term of probation and/or impose additional applicable penalties on the school and/or a particular Team.

### **Section 8. Disqualification From Next Contest(s).**

#### **A. General Rule.**

**1. Mandatory Disqualification.** Any Coach and/or contestant who, while Coaching or competing for a PIAA member school, is ejected from a Contest by a state high school association recognized and/or registered official in that sport for unsportsmanlike conduct or flagrant misconduct is disqualified from Coaching and/or participating for the remainder of the day and in all Contests on the next Contest day of the same level (varsity, junior varsity, or otherwise) of competition from which the Coach and/or contestant was previously disqualified. For a Coach, participation in the next Contest includes any contact by the Coach with members of the Team, including other Coaches, between the time that the Team arrives at the Contest site and the conclusion of the last Contest of the day. The Principal must direct the Coach not to attend all of the Contest(s).

**2. Discretionary Disqualification.** Upon the finding by a PIAA-Appointed Tournament Director, Contest Manager, District Committee, Regional Panel, or, if the conduct occurred in an Inter-District Contest, by the Executive Director or Board of Directors, within their respective jurisdictions, that a student-athlete, Coach, and/or Team, while Coaching or competing for a PIAA member school,

engaged in flagrant misconduct or unsportsmanlike conduct/behavior during the medal/award ceremony and while on the premises where a Contest is conducted, said student-athletes, Coaches, and/or Teams may be disqualified from participation in the next scheduled Contest following said determination or any other penalties as determined under ARTICLE XIII.

**B. Disqualification From Last Contest of a Season.**

Any Coach and/or contestant ejected from the last Contest(s) in that sport in a sport season is disqualified from Coaching and/or participating in the first Contest(s) in that sport in the subsequent sport season, at the same level (varsity, junior varsity, or otherwise) of competition, at any PIAA member school or, if the Coach and/or student changes levels of competition, such as from junior varsity to varsity, the first Contest(s) in that sport.

**C. Reporting of Disqualification.**

The official must file a report with the PIAA Office on the form prescribed for the sport involved, within twenty-four (24) hours following the completion of the Contest in which the ejection occurred. Failure to file such report does not affect the validity or consequences of the ejection.

**D. Reinstatements Following Disqualification.**

Decisions of a Contest official to disqualify a Coach and/or students are not subject to reinstatement of eligibility. The only exceptions to this rule are as follows:

1. Misidentification of a person: The person intended by the Contest official to be disqualified was not the one actually disqualified. This exception will not be considered without input from the Contest official.

2. Misapplication of a rule: The Contest official erred in applying a Contest rule such that a Coach and/or contestant was disqualified under a playing rule that is not applicable to that sport or which did not provide for disqualification. The judgment of the official regarding the conduct of the Coach and/or contestant may not be challenged and will not result in a reinstatement.

Reinstatement requests following misidentification of a person and/or misapplication of a rule must be submitted to, and resolved by, the Executive Director. Such reinstatement requests will be considered only if they are brought to the attention of the Executive Director in sufficient time to permit reasonable consideration prior to the next Contest. Such reinstatement requests may be denied for lack of timely submission of adequate evidence. The Executive Director's decision may not be appealed.

**Section 9. Violations by Individuals.**

**A. Rectifying Action by School.**

If it is determined that a school's administration, faculty, Coaches, Teams, students, or Team followers engaged in flagrant misconduct and/or conduct which violates one or more provisions of the Constitution, By-Laws, Policies and Procedures, and/or Rules and Regulations of PIAA, and/or misconduct which is contrary to the purposes of PIAA, that school may be directed by its District Committee, Regional Panel, or, if the conduct occurred in an Inter-District Contest, by the Executive Director or Board of Directors, within their respective jurisdictions, to impose appropriate discipline upon such persons or to take other rectifying action for such conduct.

PIAA may require the school to take specified rectifying action and/or to impose specified appropriate discipline upon such persons as a condition for not imposing penalties upon the school for flagrant misconduct and/or violations of the Constitution, By-Laws, Policies and Procedures, and/or Rules and Regulations by the individuals enumerated in this Section.

The failure of a school to impose such directed discipline or to take directed rectifying action may subject that school to the penalties set forth in Sections 1 through 7 of this ARTICLE.

**B. Punching, Striking, Biting, or Kicking by Contestant or Coach.**

1. A student-athlete who, immediately prior to, during, or immediately after a Contest, recklessly or with ill will or an intent to harm, punches (striking with a closed fist), strikes, bites, or kicks a contestant, Coach, an official, or any other person attending the Contest; may be disqualified in that sport by the Regional Panel or District Committee, within their respective jurisdictions: (1) if the act was reckless, for a period of time up to and including the remainder of that sport's season and, if the incident occurs with 1/3 or less of that sport's Regular Season remaining, for a period of time up to and including one half of the following season in the same sport, or (2) if the action was a punch or was with ill will or an intent to harm, for a period of up to one year from the date of the incident leading to the disqualification or the date of the Regional Panel or District Committee hearing.

If such conduct occurs immediately before, during, or immediately after an Inter-District Championship Contest, the Board of Directors may disqualify the student for the remainder of the Postseason and, (1) if the conduct was reckless, for a period of time up to and including one half of the following season in the same sport; and (2) if the conduct was a punch or was with ill will or an intent to harm, for a period of up to one year from the date of the incident leading to the disqualification or the date of the Board of Directors' hearing.

Where the punching, striking, biting, or kicking results in injury to another competitor, the student engaging in such conduct may further be disqualified until the injured person is able to return to competition. For purposes of this Section, an injury occurs whenever the conduct results in (1) the struck contestant, Coach, or official being unable to further participate in that Contest or one or more subsequent Contests because of the contact; and/or (2) the struck person obtaining post-Contest medical treatment because of the contact.

2. A Coach who, immediately prior to, during, or immediately after a Contest, intentionally strikes, bites, or kicks a contestant, Coach, an official, or any other person in attendance at the Contest, or who punches a contestant, Coach, an official, or any other person in attendance at the Contest, shall be disqualified by the Regional Panel or District Committee, within their respective jurisdictions, (or Board of Directors if the incident occurred at an Inter-District Contest) for a period of not less than one year from the date of either the incident leading to the suspension or the date of the hearing to consider the matter.

**Section 10. Fairness to Opponents.**

If a student or Coach who is ineligible under the Constitution, By-Laws, Policies and Procedures, and/or Rules and Regulations of PIAA is permitted to participate in or Coach interscholastic competition contrary to such PIAA Constitution, By-Laws, Policies and Procedures, and/or Rules and Regulations, but in accordance with the terms of a court restraining order or injunction against PIAA and/or the student's or Coach's school, and said injunction is reversed, voluntarily vacated or stayed, or it is finally determined by the courts that injunctive relief is not or was not justified, the Regional Panel or District Committee, within their respective jurisdictions, may, upon notice to the affected student(s) or Coach(es) and school and an opportunity for them to be heard, and in the interest of fairness to competing schools, take one or more of the following actions:



(a) Require that Team victories achieved during participation or Coaching by such ineligible student(s) or Coach(es) be abrogated and the Contests forfeited. This action should be taken as a matter of course and should be rejected by the Regional Panel or District Committee only in unusual and exceptional circumstances;

(b) Require that individual records and performances achieved during participation by such ineligible student(s) be vacated or stricken;

(c) Require that Team records and performances achieved during participation by such ineligible student(s) or Coach(es) be vacated or stricken;

(d) Require that individual awards earned during participation by such ineligible student(s) be returned to PIAA, the sponsor, or the competing school sponsoring same;

(e) Require that Team awards earned or achieved during participation by such ineligible student(s) or Coach(es) be returned to PIAA, the sponsor, or the competing school sponsoring same;

(f) Determine that the school is ineligible for one or more PIAA District and/or Inter-District Championships in the sports and in the seasons in which such ineligible student(s) participated or Coach(es) coached;

(g) Determine that the school is ineligible for invitational and Postseason meets and Tournaments in the sports and in the seasons in which such ineligible student(s) participated or Coach(es) coached; and/or

(h) Determine that students' or Coaches' period of ineligibility is extended for a period of time equivalent to that during which the injunction was in place. If this action is available and taken, the other remedies identified in subsections (a) through (g) above may not be applied.

#### **INTERPRETATIONS**

##### **October 29, 1945, as amended October 3, 2008.**

A Regional Panel or District Committee, within their respective jurisdictions, has the power to suspend a school where the school fails to provide police protection for spectators, officials and competitors.

##### **Sections 3 and 10. May 21, 1987; as amended January 30, 2009.**

In sports in which individual events or matches are conducted, use of an ineligible contestant in any event or match will result in forfeiture of that event or match by that student and of the entire Contest by the Team of which the ineligible contestant is a member. Eligible students from all involved Teams, who won their individual events or matches, will not be required to forfeit their individual victories. Additionally, in all Contests, statistics for individual contestants, other than that of the ineligible contestant(s), will not be affected. All statistics of the forfeiting contestant(s) will be voided.

#### **ARTICLE XIV COACHES**

##### **Section 1. Who may Coach.**

**A.** A Coach is a person (including volunteer high school alumni, professional athletes, and citizens of the community) engaged, either for an entire season or any part thereof, by a school to provide Coaching to a Team. PIAA does not impose any requirements or limitations on the retention or hiring of paid or volunteer Coaches in either public or Private Schools.

**B.** Neither the Public School Code nor the Regulations of the Pennsylvania Department of Education (PDE) currently place restrictions on the hiring or qualification of persons employed as Coaches in public schools. Upon satisfactory compliance with applicable laws relating to completion of required background checks, schools may engage as Coaches any persons who meet their local criteria.

**C.** To encourage the hiring of individuals who have knowledge of the skills needed to Coach interscholastic sports, all coaches engaged by a PIAA member school, are required to successfully complete the National Federation of State High School Association (NFHS) Core Courses, or American Sport Education Program (ASEP) comparable courses, or course equivalents, effective July 1, 2016. All coaches must complete this requirement with two-years of the effective date. All newly engaged coaches must complete this requirement within two-years of their date of engagement.

##### **Section 2. What Constitutes Coaching.**

Coaching is the provision of instruction, training, conditioning, and/or direction to a Team, for the purpose of developing athletic abilities and skills. In furtherance of their responsibilities, and consistent with applicable standards and practices relating to safety in individual sports, Coaches may participate as they deem necessary and appropriate in Practices and may provide sideline Coaching assistance in Inter-School Practices, Scrimmages, and Contests.

#### **INTERPRETATION**

##### **Section 2. July 24, 2009.**

Except as provided in ARTICLE XII, ATHLETIC RELATIONS, Section 1B and ARTICLE XIV, COACHES, Section 2, What Constitutes Coaching, of the PIAA By-Law, no person who has graduated or withdrawn from high school is eligible to participate in Practices, Inter-School Practices, Scrimmages, and/or Contests.

##### **Section 3. Mandatory Rules Interpretation Meeting.**

The head Coach of the Coaching staff of each PIAA member senior high school Team must attend at least one PIAA mandatory rules interpretation meeting each year for each boys' sport and each girls' sport coached by that staff. The Principal of a PIAA member senior high school may appoint a representative of the Coaching staff to attend said annual mandatory rules interpretation meeting if the head Coach of the Coaching staff in the sport has not yet been designated by the school.

A PIAA member senior high school that fails to have the head Coach of its Coaching staff, or an appointed representative of the head Coach of the Coaching staff, attend a minimum of one PIAA mandatory rules interpretation meeting each year for each boys' sport and for each girls' sport offered by the school, and in which a PIAA mandatory rules interpretation meeting is offered, must pay a fine of \$100.00 for non-attendance. Payment of said fine must be made to PIAA within 30 days of notification from PIAA that the head Coach or representative of the head Coach of the Coaching staff, if the head Coach of the Coaching staff in the sport has not been designated by the school, failed to attend the annual mandatory rules interpretation meeting. If the fine is not paid within 30 days of notification, the PIAA member school will automatically be placed on probation in all sports and will automatically forfeit the right to compete in District and Inter-District Championship Contests in all sports until such time as the fine is paid.

PIAA recommends that the head Coach of the Coaching staff of each PIAA member junior high/middle school attend at least one PIAA mandatory rules interpretation meeting each year for each boys' sport and for each girls' sport coached by that staff. If the head Coach of the Coaching staff for a junior/middle school in a particular sport does not attend the annual mandatory rules interpretation meeting, that head Coach is required to meet with the respective senior high school head Coach or appointed representative in that sport for the purpose of obtaining all of the information that was presented at the annual mandatory rules interpretation meeting.

**INTERPRETATION****Section 3. December 8, 1984; as amended May 21, 1997.**

The period of probation and forfeiture of the right to compete in District and Inter-District Championship Contests as a result of failure to pay the fine within 30 days of notification will be in force until such time as the fine is paid.

**ARTICLE XV  
OFFICIALS****Section 1. Sports Officials Must Be Registered With PIAA.**

All sports officials, in all Contests participated in by a member school of PIAA, shall be persons who are (1) registered, (2) on active status and (3) in good standing with PIAA.

**NOTE:** Section 1 does not apply to Contests played outside of Pennsylvania.

**Section 2. How Persons May Become PIAA Officials.**

To become a PIAA-registered official in any sport, the applicant must meet the qualifications and requirements and pass such examination as may be required by the PIAA Board of Directors.

**Section 3. Background Certifications.** Because PIAA-registered officials are independent contractors to schools whose Contests they officiate, the officials are required to comply with the requirements for background certification as set forth in the Public School Code and the Child Protective Services Law, as follows:

a. **New Applicants.** All applicants to become PIAA-registered sports officials upon successful completion of the respective sports examination must obtain, and submit to PIAA, valid (obtained within the past year) copies of the following:

(1) a report of criminal history record information from the Pennsylvania State Police or a statement from the Pennsylvania State Police that the State Police central repository contains no such information relating to that person;

(2) a certification from the Pennsylvania Department of Human Services as to whether the applicant is named in the Statewide database as the alleged perpetrator in a pending child abuse investigation or as the perpetrator of a founded report or an indicated report; and

(3) a report of Federal criminal history record information. To obtain this report, the applicant must submit a full set of fingerprints to the Pennsylvania State Police for the purpose of a record check. Those fingerprints will be submitted to the Federal Bureau of Investigation for the purpose of verifying the identity of the applicant and obtaining a current record of any criminal arrests and convictions.

Expenses for obtaining and submitting said reports shall be borne by the registered sports official. PIAA is not permitted to accept certifications which were obtained for volunteering purposes under Section 6344.2 (relating to volunteers having contact with children).

b. **Currently Registered Officials.** All current PIAA-registered officials **must have** submitted to PIAA the certifications identified in subsection A of this Section. The failure to submit such certifications shall result in suspension of registration until the certifications are submitted.

c. **Recertifications.** Every sixty months, all PIAA-registered officials must renew and submit to PIAA the certifications identified in this Section.

**d. Rejection Of Applicants Based Upon Information Disclosed In Certifications.**

PIAA shall reject the application of a person who is named in the Statewide database as a perpetrator of a founded report committed within the five year-period immediately preceding submission of the certification.

PIAA shall reject the application of a person who has been convicted of, or who has pled guilty or no contest to, any of the offenses identified at the time of violation in 24 P.S. § 1-111(e), or an equivalent offense under the current or former laws of the United States or one of its territories or possessions, another state, the District of Columbia, the Commonwealth of Puerto Rico or a foreign nation, or a former law of this Commonwealth, **and any other felony**, unless a period of at least ten years has elapsed from the date of expiration of the sentence for the offense.

The application of any individual who, more than ten years prior to submission of the application, was convicted of, or who pled guilty or no contest to, an offense listed at the time of application in 24 P.S. § 1-111(e), or an equivalent offense under the current or former laws of the United States or one of its territories or possessions, another state, the District of Columbia, the Commonwealth of Puerto Rico or a foreign nation, or a former law of this Commonwealth, shall be reviewed by the PIAA Executive Director. In considering whether to accept said application, the Executive Director shall consider the nature of the offense and whether the applicant poses a danger specifically to school students or is otherwise unsuitable for registration as an official. This factor is most paramount as to an applicant convicted of a sexual offense, especially an offense (especially one which would trigger registration under Megan's Law) involving sexual, physical or verbal abuse against a child. Other factors to be considered by the Executive Director include the following:

- The time period that has elapsed since the offense;
- Whether the offense was an isolated single event or was repeated;
- The presence or absence of a subsequent criminal history;
- Whether the offense bears a relationship to interscholastic athletics;
- Whether the person was involved in interscholastic sports when the crime occurred;
- Whether the conduct occurred on the property of a school or relating to sports; and
- **Whether the PIAA Director of Legal Affairs has certified that he or she believes that the refusal to accept the application would likely be inconsistent with the applicant's constitutional rights.**

PIAA shall reject the application of any person convicted of, or who pled guilty or no contest to, any other misdemeanor of the first degree under Pennsylvania law, or an equivalent offense under the current or former laws of the United States or one of its territories or possessions, another state, the District of Columbia, the Commonwealth of Puerto Rico or a foreign nation, or a former law of this Commonwealth unless a period of five years has elapsed from the date of expiration of the sentence for the offense.

PIAA shall reject the application of any person convicted of, or who pled guilty or no contest to, more than one misdemeanor offense relating to driving under the influence of alcohol or a controlled substance unless a period of three years has elapsed from the date of expiration of the sentence for the most recent offense.

The application of any person may be rejected by the Executive Director if the applicant has (1) been convicted of, or pled guilty or no contest to, forgery, fraud, embezzlement, perjury, and/or another offense which relates to or calls into question the character, integrity, honesty or veracity of the applicant, or (2) engaged in conduct which is inconsistent with the purposes, ideals and principles of PIAA or which relates to or which calls into question their character, integrity, honesty or veracity.

The decision of the Executive Director to reject an application may be appealed by the applicant to the PIAA Board of Directors.

**e. Removal Of Currently Registered Officials Based Upon Information Disclosed In Certifications.** See Section 7 below.

#### **Section 4. Duty to Report Offenses.**

Any registered sports official who has been charged with an alleged felony or misdemeanor shall so notify the Executive Director of such charges by completing the form developed by the Pennsylvania Department of Education, a copy of which is published on the PIAA Web site at [www.piaa.org](http://www.piaa.org).

#### **Section 5. Requirement of a Written Contract.**

All PIAA member schools shall enter into either paper or electronic contracts on the official contract form entitled "Contract for Officials Under PIAA Rules", or an equivalent electronic version thereof, with all registered sports officials retained by the schools or assigned by an assignor. Registered sports officials are independent contractors and therefore, are NOT employees of PIAA, the school, or the assignor. Disputes arising from oral agreements will not be considered by PIAA.

#### **INTERPRETATION**

##### **Section 5. October 6, 2011.**

Use by PIAA member schools, including member schools and organized groups of member schools utilizing the services of assignors, of online electronic assignment programs shall meet the requirements of entry of contracts under this provision, provided that all critical terms relating to said contracts are communicated to the PIAA-registered sports officials and the sports officials engage in affirmative acts accepting the assignments.

#### **Section 6. Violation or Cancellation of Sports Official's Contract by a PIAA Member School.**

If a PIAA member school violates or cancels a contract with an official, the District Committee or the Board of Directors, within their respective jurisdictions, may require a school so violating or so canceling to pay to the offended official the fee or fees for the Contest or Contests which have been provided in the official contract. The failure of a PIAA member school to live up to the terms of the contract is considered a violation of the Constitution and By-Laws of PIAA.

#### **Section 7. Removal of Registered Sports Officials.**

##### **A. Mandatory Removal.**

**(1) Founded Report in the Statewide Database:** The Executive Director shall remove from the list of registered sports officials any person who is named in the Statewide database as a perpetrator of a founded report committed within the five year-period immediately preceding submission of the certification required under Section 3 of this Article or who is added to said database in such capacity subsequent to submission of the certification.

**(2) Felony violations:** The Executive Director shall remove from the list of registered sports officials any person convicted of, or who pled guilty or no contest to, a felony offense under the Controlled Substance, Drug, Device and Cosmetic Act or any of the offenses identified at the time of violation in 24 P.S. § 1-111(e), or an equivalent offense under the current or former laws of the United States or one of its territories or possessions, another state, the District of Columbia, the Commonwealth of Puerto Rico or a foreign nation, or a former law of this Commonwealth, **or any other felony**, unless a period of ten years has elapsed from the date of expiration of the sentence for the offense.

**(3) Felony violations occurring more than ten years before removal:** Any currently registered official who, more than ten years prior to submission of the application, was convicted of, or who pled guilty or no contest to, an offense listed at the time of

application in 24 P.S. § 1-111(e), or an equivalent offense under the current or former laws of the United States or one of its territories or possessions, another state, the District of Columbia, the Commonwealth of Puerto Rico or a foreign nation, or a former law of this Commonwealth, shall have the circumstances of said conviction(s) reviewed by the PIAA Executive Director. In considering whether to remove the official from the list of registered officials, the Executive Director shall consider the nature of the offense and whether the applicant poses a danger specifically to school students or is otherwise unsuitable for registration as an official. This factor is most paramount as to an applicant convicted of a sexual offense, especially an offense (especially one which would trigger registration under Megan's Law) involving sexual, physical or verbal abuse against a child. Other factors to be considered by the Executive Director include the following:

- The time period that has elapsed since the offense;
- Whether the offense was an isolated single event or was repeated;
- The presence or absence of a subsequent criminal history;
- Whether the offense bears a relationship to interscholastic athletics;
- Whether the person was involved in interscholastic sports when the crime occurred;
- Whether the conduct occurred on the property of a school or relating to sports; and
- **Whether the PIAA Director of Legal Affairs has certified that he or she believes that the removal would likely be inconsistent with the official's constitutional rights.**

**(4) First degree misdemeanor violations:** The Executive Director shall remove from the list of registered sports officials any person convicted of, or who pled guilty or no contest to, any other misdemeanor of the first degree under Pennsylvania law, or an equivalent offense under the current or former laws of the United States or one of its territories or possessions, another state, the District of Columbia, the Commonwealth of Puerto Rico or a foreign nation, or a former law of this Commonwealth, unless a period of five years has elapsed from the date of expiration of the sentence for the offense.

**(5) DUI and Controlled Substance offenses:** The Executive Director shall remove from the list of registered sports officials any person convicted of, or who pled guilty or no contest to, more than one misdemeanor offense relating to driving under the influence of alcohol or a controlled substance unless a period of at least three years has elapsed from the date of expiration of the sentence for the most recent offense.

The decision of the Executive Director to remove an official from the list of registered sport officials may be appealed by the official to the PIAA Board of Directors.

**(6) Reinstatement:** Any sports official removed from the list of registered sports officials under this subsection A may reapply for registration upon expiration of the period identified therein. Reinstatement may be solely within the discretion of the Executive Director and, in any event, shall not be granted unless the removed sports official (1) meets all of the qualifications and requirements then in place and (2) passes such examination(s) as then may be required by the Board of Directors. In granting reinstatement, the Executive Director may place the official on probation for a defined period of time and under conditions deemed appropriate by the Executive Director.

In considering reinstatement of any individual convicted of, or who has pled guilty or no contest to, any felony or misdemeanor, the Executive Director shall consider the nature of the offense and whether the applicant poses a danger specifically to school students or is otherwise unsuitable for



registration as an official. This factor is most paramount as to an applicant convicted of a sexual offense, especially an offense (especially one which would trigger registration under Megan's Law) involving sexual, physical or verbal abuse against a child. Other factors to be considered in making the decision include the following:

- The time period that has elapsed since the offense.
- Whether the offense was an isolated single event or was repeated.
- The presence or absence of a subsequent criminal history.
- Whether the offense bears a relationship to interscholastic athletics.
- Whether the person was involved in interscholastic sports when the crime occurred.
- Whether the conduct occurred on the property of a school or relating to sports.
- **Whether the PIAA Director of Legal Affairs has certified that he or she believes that the refusal to accept the application would likely be inconsistent with the applicant's constitutional rights.**

#### **B. Discretionary Removal.**

**(1) Removal:** The Board of Directors may remove from the list of registered sports officials any person:

1. Whom the Board of Directors has determined to have been biased and/or consistently incompetent or unfair in the official's decisions in Contests, or
2. Whose conduct on or off the competition surface is inconsistent with the purposes, ideals and/or principles of PIAA or which otherwise renders the official unfit to act as a registered sports official, or
3. Who is convicted, **pled guilty or no contest to**, forgery, fraud, embezzlement, perjury, and/or another offense which relates to or calls into question the character, integrity, honesty or veracity of the official, or
4. Who has been removed for misconduct by a national amateur or professional athletic organization or a state high school association that recognizes and/or registers sports officials, or
5. Who, while under suspension herein, engages in conduct defined in Section 8 below that would be additional grounds for suspension.

**(2) Reinstatement:** Any sports official removed from the list of registered sports officials under this subsection B may reapply for registration after no less than five school years have passed from such removal. Reinstatement is solely within the discretion of the Board of Directors and, in any event, shall not be granted unless the removed sports official (1) meets all of the qualifications and requirements then in place, (2) passes such examination(s) as then may be required by the Board of Directors, and (3), at a hearing before the Board of Directors, demonstrates, by clear and convincing evidence, that the reason(s) for removal have been satisfactorily addressed and that the official currently possesses the character, integrity, moral fitness, and competence to be registered. In granting reinstatement, the Board of Directors may place the official on probation for a defined period of time and under conditions deemed appropriate by the Board of Directors.

#### **Section 8. Suspension.**

The Board of Directors authorizes the Executive Director to suspend from the list of registered sports officials, for a period determined to be appropriate by the Executive Director, in the applicable sport(s), any person:

**A.** Who repeatedly violates or cancels contracts with PIAA member schools or repeatedly alters proposed contracts without the consent of the other contracting party, or

**B.** Who is charged with any felony of the first, second, or third degree or misdemeanor of the first degree, or

**C.** **Who engages** in conduct which is inconsistent with purposes, ideals and/or principles of PIAA or which is otherwise detrimental to the welfare of PIAA, its members, student-athletes, and/or other registered sports officials, or

**D.** Who fails to cooperate with PIAA in any investigation, or

**E.** Whose conduct on or off the competition surface is not conducive to the best interests and/or purposes of PIAA, or

**F.** Who fails to comply with PIAA regulations pertaining to sports officials, and/or with decisions of the Executive Director or Board of Directors relating to the official, or

**G.** Who has been suspended for misconduct by a national amateur or professional athletic organization or a state high school association that recognizes and/or registers sports officials, or

**H.** Who, while on probation herein, engages in conduct defined in Section 9 below that would be additional grounds for probation, or

**I.** Who has been determined to have been biased and/or palpably unfair in decisions in a Contest, or

**J.** Who repeatedly fails to file with the PIAA Office, within twenty-four (24) hours following the completion of the Contest, a report of disqualification of a Coach and/or contestant under ARTICLE XIII, PENALTIES, Section 8, Disqualification from Next Contest(s), of the PIAA By-Laws.

**NOTE:** The offenses identified in Section 1-111(e) currently include: (1) criminal homicide; (2) aggravated assault; (3) stalking; (4) kidnapping; (5) unlawful restraint; (6) luring a child into a motor vehicle or structure; (7) rape; (8) statutory sexual assault; (9) involuntary deviate sexual intercourse; (10) sexual assault; (11) institutional sexual assault; (12) aggravated indecent assault; (13) indecent assault; (14) indecent exposure; (15) sexual intercourse with an animal; (16) incest; (17) concealing death of a child; (18) endangering the welfare of children; (19) offenses dealing with infant children; (20) prostitution and related offenses; (21) obscene and other sexual materials and performances; (22) corruption of minors; (23) sexual abuse of children; (24) unlawful contact with a minor; (25) solicitation of minors to traffic drugs; and (26) sexual exploitation of children. The list further includes (1) equivalent or similar crimes under federal law or of another state, United States territory, the District of Columbia, a foreign nation, or under a former law of the Commonwealth of Pennsylvania, and (2) a felony offense under the Controlled Substance, Drug, Device, and Cosmetic Act. This list may be modified, reduced, or expanded by Act of the General Assembly. The list of offenses in effect at the time of violation by the sports official shall be applicable to proceedings to remove or suspend that sports official.

#### **Section 9. Probation.**

The Board of Directors authorizes the Executive Director to place on probation and exclude from eligibility for assignments to District or Inter-District Championship Contests, for a period determined to be appropriate by the Executive Director, in the applicable sport(s), any registered sports official:

**A.** Who violates or cancels a contract with a PIAA member school or alters a proposed contract without the consent of the other contracting party, or

**B.** Who fails to wear the required uniform, or

**C.** Who fails to cooperate with PIAA in any investigation, or

D. Whose conduct on or off the competition surface is inconsistent with the purposes, ideals and/or principles of PIAA or which otherwise is not conducive to the best interests and/or purposes of PIAA, or

E. Who fails to comply with PIAA regulations pertaining to sports officials and/or with decisions of the Executive Director or Board of Directors relating to the official, or

F. Who has been placed on probation for misconduct by a national amateur or professional athletic organization or a state high school association that recognizes and/or registers sports officials, or

G. Who has been accused of being biased and/or palpably unfair in decisions in a Contest, or

H. Who fails to file with the PIAA Office, within twenty-four (24) hours following the completion of the Contest, a report of disqualification of a Coach and/or contestant under ARTICLE XIII, PENALTIES, Section 8, Disqualification from Next Contest(s), of the PIAA By-Laws.

#### INTERPRETATION

The use of the official's standard uniform is mandatory.

#### Section 10. Accelerated Rehabilitative Disposition (ARD)

A suspension imposed on an official pursuant to Section 8B of this ARTICLE will be lifted upon the official providing certification of his/her completion of an Accelerated Rehabilitative Disposition (ARD) program disposing of all the charges.

### ARTICLE XVI

#### SEASON AND OUT-OF-SEASON RULES AND REGULATIONS

##### Section 1. Guidelines.

Consistent with the concept that interscholastic athletics are a part of the educational system, and consistent with the established goals of health, safety, and sportsmanship, the following guidelines for out-of-season regulations are set forth:

1. The basic responsibility of all administrators and athletic Coaches is to provide students who are participating in interscholastic athletics with a worthwhile, educational experience.

2. All sports have a defined-season, and no sport may operate to the detriment of any other sport.

3. All students should have the opportunity to participate in as many interscholastic athletic experiences as is reasonably possible.

##### Section 2. Rules and Regulations.

Each sport has a defined-season which includes the first Practice day, the first Inter-School Practice or Scrimmage day, the first Regular Season Contest day, the last Regular Season Contest day, the District Deadline, the dates for PIAA Championships, the maximum number of Regular Season Contests and the maximum number of Regular Season Inter-School Practices or Scrimmages. All PIAA member schools must comply with the defined-season established for each sport.

Within each defined-season, PIAA member schools may sponsor sports Teams which compete against other PIAA member schools or schools that follow all PIAA Policies and Procedures and Rules and Regulations.

##### A. Out-of-Season Activities.

Outside of the defined-season for sports:

1. PIAA member schools may not sponsor Teams in that sport;

2. PIAA member schools, Coaches and/or students of PIAA member schools may be involved with sports activities such as training programs, recreational activities, Open Gyms, clinics, and camps provided that any participation by Coaches and/or students is as private citizens;

3. Coaches and/or students acting as private citizens, and on a voluntary basis, may participate on Teams that are

not affiliated with PIAA member schools. Coaches and other PIAA member school personnel may not require a student to participate in a sport or a training program for a sport outside of the PIAA-defined sport's season. The participation of students in any sports activity that occurs outside of its defined season must be voluntary; and

4. The school's name, nickname, and interscholastic athletic uniform may not be used by community organizations, groups, or students; however, the Principal, may permit community organizations, groups or students to use the school's interscholastic athletic equipment and the school's interscholastic athletic health/first-aid supplies.

##### B. Conclusion of Regular Season.

Except as provided below, all activity in a sport, including Practice, must terminate by the last Regular Season Contest day in that sport unless the Team is entered into District or Inter-District Championship Contests. If the Team is entered into those Championship Contests, all activity in the sport must terminate on the day of elimination from such Championship Contests.

With the approval of the District Committee, Regular Season Contests which have been postponed may be rescheduled and played between the last Regular Season Contest day in that sport and the District Deadline in that sport. For purposes of the immediately preceding sentence, the last date of playing such a postponed Regular Season Contest constitutes the last Regular Season Contest day in that sport.

##### C. Football.

The following sport-specific rules modify the provisions otherwise set forth in this ARTICLE. To the extent any other provision in this ARTICLE is inconsistent with this Section, this Section controls.

1. For purposes of this Section, "Physical Contact" means blocking and/or tackling. "Physical Contact" does not include contact with blocking and/or tackling dummies, shields, and/or sleds; and/or minimum risk "form" blocking or tackling.

2. Students who engage in Physical Contact at football camps and/or during clinics and/or drills, or similar or comparable functions or activities, and/or during Practices, Inter-School Practices, Scrimmages, and/or Contests, outside the PIAA-defined football season are ineligible to participate in interscholastic football for a period of up to one year from the date of such participation. Coaches assisting and/or supervising in Physical Contact by students from PIAA member schools, outside the PIAA-defined football season are ineligible to Coach interscholastic football at any PIAA member school for a period of up to one year from the date of such conduct.

3. Outside the PIAA-defined football season, the Principal may permit students of the Principal's school to use the school's helmets and shoes for NON-PHYSICAL CONTACT skill related instruction supervised by school-approved adults or at instructional camps (shoulder pads are not to be worn). This provision is to promote student safety in football-related activities that do not include Physical Contact.

4. Outside the PIAA-defined football season, in addition to PIAA member school sponsorship of activities defined in Section 2.A(3) of this ARTICLE, PIAA member schools may sponsor non-contact 7v7 programs provided that any participation by Coaches and/or students is voluntary.

5. In recognition of the unique circumstances within those PIAA member schools that are absent of any junior high/middle school interscholastic football program, students enrolled in and attending those member schools in grades 7

and 8 may annually participate in the out-of-season interscholastic football program organized and operated as National Football League (NFL) Junior Player Development. A student's participation shall be limited to a maximum of two weeks per year.

6. Nothing in this Section shall prevent any student from participating, up through the completion of 8<sup>th</sup> grade, on community based non-school affiliated youth fall football programs through December 31<sup>st</sup> of that fall football season.

#### **D. Competitive Spirit.**

Competitive spirit was adopted by the PIAA Board of Directors, effective July 1, 2012, as an opportunity to expand competitive opportunities for girls. Because of the unique elements of competitive spirit, application of certain PIAA By-Laws is not practical. To the extent inconsistent with the following, then, other PIAA By-Laws are waived:

1. **Season.** Competitive spirit has no defined season.

Competitive spirit squads may not Practice or participate in any Inter-School Practice, Scrimmage, and/or Contest on more than six days in any Calendar Week. Within that limitation, they may participate in Practices, Inter-School Practices, Scrimmages, and/or Contests at any time and at the discretion of the Principal of the competitive spirit squad's member school. There is no maximum number of Inter-School Practices, Scrimmages, and/or Contests in which a competitive spirit squad may participate.

2. **Contest Officials.** Competitive spirit judges do not register with PIAA. They are retained by the Tournament organizers under standards set by the Tournament organizers.

3. **PIAA Championships.** Annual Competitive Spirit Championships shall be held by PIAA at a date and location to be determined by the PIAA Board of Directors. PIAA may license a third party to organize and manage said Championships.

### **Section 3. Reporting of and Procedure for Alleged Violations.**

Alleged violation(s) of PIAA Season or Out-of-Season Rules and Regulations shall be reported and addressed as follows:

1. Any person may report a violation via the PIAA form entitled "Report of Alleged Violation(s) of PIAA Season or Out-of-Season Rules and Regulations". The form must be signed by the complainant. Where the complainant is a PIAA member school, the form must be signed by the Principal or Athletic Director. The form must be submitted to the District Committee of the District having jurisdiction over the school allegedly committing the violation.

2. Upon the receipt of a properly completed and signed form, the Chairman of the District Committee or executive staff of the District shall mail a copy of the form to the Principal of the school allegedly involved. The Principal of the involved school shall have twenty-one (21) calendar days in which to respond, in writing, to the alleged violation(s) and to report the actions, if any, the Principal has taken concerning the alleged violation(s).

3. The District Committee shall consider the report of the Principal and determine whether the report fully addresses the alleged violation(s) and satisfies all PIAA interests and concerns.

4. If the District Committee determines that the report of the Principal fully addresses the alleged violation(s) and satisfies all PIAA interests and concerns, it shall close the matter. If the District Committee determines that the report does not fully address the alleged violation(s) and/or does not satisfy all PIAA interests and concerns, it shall conduct a hearing upon the alleged violation(s).

5. If the District Committee finds that there was a violation(s) of this ARTICLE, the offending school will be subject to any of the penalties described in ARTICLE XIII, PENALTIES, Sections 2 through 7, of the PIAA By-Laws.

### **Section 4. Mixed Gender Participation.**

PIAA strongly supports and encourages participation by both boys and girls in interscholastic athletics. Based upon real and demonstrable physical and competitive differences between similarly aged and trained boys and girls in athletic performances, PIAA recognizes that combining genders for competition purposes would have a chilling effect on female participation in interscholastic athletics. PIAA further recognizes that, historically, girls' participation has been much more limited than boys' participation. To promote participation by the historically underrepresented gender in a fair competitive environment, PIAA, therefore, classifies sports by gender and limits mixed gender participation as follows.

A. If a school has a Boys' Team in a sport, boys at the school are not eligible to play on the school's Girls' Team in that sport. If a school has a Girls' Team in a sport, girls at the school are not eligible to play on the school's Boys' Team in that sport. The Principal may waive this limitation for a girl seeking to play on a Boys' Team if the Principal believes that the girl's skill level is such that participation on the Girls' Team would not provide meaningful competition for the girl.

B. Girls may play on a Boys' Team if the student's school does not sponsor a comparable Girls' Team in that sport. NOTE: softball and baseball are not viewed as being comparable sports. Despite some differences in rules, boys' volleyball and girls volleyball, as well as boys' lacrosse and girls' lacrosse, are viewed as comparable sports.

C. Boys may play on a Girls' Team if the student's school does not sponsor a Boys' Team in that sport and the Principal determines that;

1. the overall boys' athletic program at the student's school provides fewer opportunities for boys to participate than for girls;

2. the boy would not displace any girl from the Team's roster;

3. the boy would likely not, due to his physical size, athletic ability, and/or other characteristics, pose an increased risk of harm to opponents beyond that which would be posed by an average-sized and skilled participating girl; and

4. the boy would not provide his Team with a significant competitive advantage (as applicable herein, this means that the boy's participation would likely cause the Team to be noticeably more competitive than it would be without the boy's participation on the Team).

In considering whether to permit participation, with regard to factors 3 and 4, above, the Principal shall be guided by the following:

a. Where there is a question as to the risk posed to opponents or to a possible significant competitive advantage to the Principal's Team, such questions should be resolved in favor of the health and safety of opponents and in favor of preventing significant competitive advantage.

b. Due to the increased risk of injury to opponents in direct contact sports (field hockey, lacrosse, soccer and volleyball), particular scrutiny should be applied by the Principal to requests in these sports.

Notwithstanding any other provision in this Section, boys are permitted to participate on a Spirit Team without Principal approval.



**D.** Rules applicable to Mixed Gender Teams: Because PIAA does not have a Mixed Gender classification, the following provisions govern participation by Mixed Gender Teams:

1. For Postseason purposes, Mixed Gender Teams (other than in the sport of Spirit) shall compete only in the sport classifications designated for boys.

2. For enrollment classification purposes, a Mixed Gender Team shall be classified by using the school's enrollment number for whichever gender constitutes a majority of the Team members.

3. In the sport of volleyball, a Mixed Gender Team shall play during the boys' Regular Season and Postseason.

**E.** Where a student's gender is questioned or uncertain, the decision of the Principal as to the student's gender will be accepted by PIAA.

**F.** Nothing in this Section shall be interpreted to require a school to have a Mixed Gender Team where such participation would be inconsistent with the school's religious beliefs.

**G.** The refusal of a Team to participate in a Contest against a Mixed Gender Team shall result in forfeiture of the Contest by the Team which refuses to participate. In sports in which individual events or matches are conducted, refusal of a contestant to participate in any event or match will result in forfeiture of that event or match by that student and not by the Team.

## TABLES OF LABOR DAY OCCURRENCES

LABOR DAY OCCURRENCES	FIRST PRACTICE DATE OF FALL SPORTS	FIRST INTER-SCHOOL PRACTICE OR SCRIMMAGE DATE OF FALL SPORTS	FIRST REGULAR SEASON CONTEST DATE OF FALL SPORTS	FIRST REGULAR SEASON CONTEST DATE OF FALL SPORTS
(Golf, Girls' Tennis, Cross Country, Girls' Volleyball, Water Polo, Field Hockey, Soccer, and Football)	(Golf)	(Girls' Tennis, Cross Country, Girls' Volleyball, Water Polo, Field Hockey, Soccer, and Football)	(Golf) (Girls' Tennis)	(Cross Country, Girls' Volleyball, Water Polo, Field Hockey, Soccer, and Football)
Monday, September 1	Monday, August 11	Thursday, August 14	Thursday, August 14	Friday, August 29
Monday, September 2	Monday, August 12	Thursday, August 15	Thursday, August 15	Friday, August 30
Monday, September 3	Monday, August 13	Thursday, August 16	Thursday, August 16	Friday, August 31
Monday, September 4	Monday, August 14	Thursday, August 17	Thursday, August 17	Friday, September 1
Monday, September 5	Monday, August 15	Thursday, August 18	Thursday, August 18	Friday, September 2
Monday, September 6	Monday, August 16	Thursday, August 19	Thursday, August 19	Friday, September 3
Monday, September 7	Monday, August 17	Thursday, August 20	Thursday, August 20	Friday, September 4
LABOR DAY OCCURRENCES	FIRST PRACTICE DATE OF WINTER SPORTS	FIRST INTER-SCHOOL PRACTICE OR SCRIMMAGE DATE OF WINTER SPORTS	FIRST REGULAR SEASON CONTEST DATE OF WINTER SPORTS	FIRST REGULAR SEASON CONTEST DATE OF WINTER SPORTS
(Rifle, Bowling, Indoor Track, Girls' Gymnastics, Wrestling, Swimming and Diving, and Basketball)	(Rifle, Bowling, Indoor Track, Girls' Gymnastics, Wrestling, Swimming and Diving, and Basketball)	(Rifle, Bowling, Indoor Track, Girls' Gymnastics, Wrestling, Swimming and Diving, and Basketball)	(Rifle and Bowling)	(Indoor Track, Girls' Gymnastics, Wrestling, Swimming and Diving, and Basketball)
Monday, September 1	Monday, November 17	Saturday, November 22	Monday, December 1	Friday, December 5
Monday, September 2	Monday, November 18	Saturday, November 23	Monday, December 2	Friday, December 6
Monday, September 3	Friday, November 16	Friday, November 23	Monday, December 3	Friday, December 7
Monday, September 4	Friday, November 17	Friday, November 24	Monday, December 4	Friday, December 8
Monday, September 5	Friday, November 18	Friday, November 25	Monday, December 5	Friday, December 9
Monday, September 6	Friday, November 19	Friday, November 26	Monday, December 6	Friday, December 10
Monday, September 7	Friday, November 20	Friday, November 27	Monday, December 7	Friday, December 11
LABOR DAY OCCURRENCES	FIRST PRACTICE DATE OF SPRING SPORTS	FIRST INTER-SCHOOL PRACTICE OR SCRIMMAGE DATE OF SPRING SPORTS	FIRST REGULAR SEASON CONTEST DATE OF SPRING SPORTS	FIRST REGULAR SEASON CONTEST DATE OF SPRING SPORTS
(Boys' Tennis, Track and Field, Boys' Volleyball, Girls' Spring Soccer, Lacrosse, Baseball, and Softball)	(Boys' Tennis, Track and Field, Boys' Volleyball, Girls' Spring Soccer, Lacrosse, Baseball, and Softball)	(Boys' Tennis, Track and Field, Boys' Volleyball, Girls' Spring Soccer, Lacrosse, Baseball, and Softball)	(Boys' Tennis)	(Track and Field, Boys' Volleyball, Girls' Spring Soccer, Lacrosse, Baseball, and Softball)
Monday, September 1	Monday, March 2	Saturday, March 7	Monday, March 9	Friday, March 20
Monday, September 2	Monday, March 3	Saturday, March 8	Monday, March 10	Friday, March 21
Monday, September 3	Monday, March 4	Saturday, March 9	Monday, March 11	Friday, March 22
Monday, September 4	Monday, March 5	Saturday, March 10	Monday, March 12	Friday, March 23
Monday, September 5	Monday, March 6	Saturday, March 11	Monday, March 13	Friday, March 24
Monday, September 6	Monday, March 7	Saturday, March 12	Monday, March 14	Friday, March 25
Monday, September 7	Monday, March 8	Saturday, March 13	Monday, March 15	Friday, March 26

## NOTES:

1. In the school years in which the first Practice date of the winter sports season occurs on the Friday immediately before the week of Thanksgiving, rather than on the Monday of the week of Thanksgiving, the first Inter-School Practice or Scrimmage date of the winter sports' season occurs on the Friday immediately following Thanksgiving.
2. February has 29 days in the following calendar "leap" years: 2020, 2024, 2028, 2032, 2036, 2040, 2044, 2048, 2052, 2056, 2060, 2064, and so on.
3. In calendar years in which February has 29 days ("Leap Year"), the first Practice date of the spring sports' season will occur one (1) date earlier, except in 2032, 2060 and every twenty-eight (28) years thereafter, when the first Practice date of the spring sports' season will be Monday, March 8, 2032, 2060 and every twenty-eight (28) years thereafter.

**TABLE I – Schedule of Fall Sports**

The schedule of fall sports listed below is effective for all PIAA member schools. Junior high/middle schools may elect to follow this schedule for each sport, or they may elect to follow an alternate schedule for each sport. If junior high/middle schools elect to follow an alternate schedule, they may not reduce the minimum length of Preseason Practice in each sport and they may not exceed the maximum length of Regular Season in each sport.

Fall Sports	First Practice Day	Minimum Length of Preseason Practice (See NOTE 1)	First Inter-School Practice or Scrimmage Day (See NOTE 2)	Maximum Number of Regular Season Inter-School Practices or Scrimmages	First Regular Season Contest Day	Maximum Length of Regular Season	Maximum Number of Regular Season Contests (See NOTES 3 & 4)	Last Regular Season Contest Day (See NOTE 5)	PIAA District/Region Deadline	PIAA Championships Deadline
<b>Golf</b>	See Table of Labor Day Occurrences	3 days within 1 week	4 <sup>th</sup> Day of Fall Sports' Season	2	4 <sup>th</sup> Day of Fall Sports' Season	8 weeks	18	62 <sup>nd</sup> Day of Fall Sports' Season	62 <sup>nd</sup> Day of Fall Sports' Season	76 <sup>th</sup> Day of Fall Sports' Season
<b>Girls' Tennis</b>	See Table of Labor Day Occurrences	5 days within 1 week	6 <sup>th</sup> Day of Fall Sports' Season	2	8 <sup>th</sup> Day of Fall Sports' Season	10 weeks	18 (See NOTE 6)	76 <sup>th</sup> Day of Fall Sports' Season	76 <sup>th</sup> Day of Fall Sports' Season	83 <sup>rd</sup> Day of Fall Sports' Season
<b>Cross Country</b>	See Table of Labor Day Occurrences	15 days within 3 weeks	6 <sup>th</sup> Day of Fall Sports' Season	2	19 <sup>th</sup> Day of Fall Sports' Season	8 weeks	16	76 <sup>th</sup> Day of Fall Sports' Season	76 <sup>th</sup> Day of Fall Sports' Season	83 <sup>rd</sup> Day of Fall Sports' Season
<b>Girls' Volleyball/ Water Polo</b>	See Table of Labor Day Occurrences	15 days within 3 weeks	6 <sup>th</sup> Day of Fall Sports' Season	2	19 <sup>th</sup> Day of Fall Sports' Season	9 weeks	22 (See NOTE 7) (See NOTE 4)	83 <sup>rd</sup> Day of Fall Sports' Season	83 <sup>rd</sup> Day of Fall Sports' Season	90 <sup>th</sup> Day of Fall Sports' Season
<b>Field Hockey</b>	See Table of Labor Day Occurrences	15 days within 3 weeks	6 <sup>th</sup> Day of Fall Sports' Season	2	19 <sup>th</sup> Day of Fall Sports' Season	9 weeks	18	83 <sup>rd</sup> Day of Fall Sports' Season	83 <sup>rd</sup> Day of Fall Sports' Season	97 <sup>th</sup> Day of Fall Sports' Season
<b>Soccer</b>	See Table of Labor Day Occurrences	15 days within 3 weeks	6 <sup>th</sup> Day of Fall Sports' Season	2	19 <sup>th</sup> Day of Fall Sports' Season	9 weeks	18	83 <sup>rd</sup> Day of Fall Sports' Season	83 <sup>rd</sup> Day of Fall Sports' Season	97 <sup>th</sup> Day of Fall Sports' Season
<b>Football</b>	See Table of Labor Day Occurrences	15 days within 3 weeks	6 <sup>th</sup> Day of Fall Sports' Season	2	19 <sup>th</sup> Day of Fall Sports' Season	9 weeks	10 (See NOTE 9)	85 <sup>th</sup> Day of Fall Sports' Season	97 <sup>th</sup> Day of Fall Sports' Season	125 <sup>th</sup> Day of Fall Sports' Season

**NOTES:**

- ARTICLE XII, Section 2 (the "Six Day Rule") continues to apply.
- The first Inter-School Practice or Scrimmage may be held after the fifth (5th) day of Practice.
- With the exception of invitationals and/or Tournaments sponsored by at least one PIAA member school and involving only PIAA member schools, and conference or league championship Tournaments**, all Regular Season invitationals and/or Tournaments in all sports involving individual athletes and/or Teams must be approved by PIAA at least four (4) weeks or twenty (20) business days prior to the first day of competition.
- With District Committee approval**, Contests that are required to be played in order to determine qualifiers to District Championship Contests and/or Contests that are required to be played to determine a conference or league champion do not count toward the maximum number of Regular Season Contests in that sport and must be played by the District Deadline in that sport. **With PIAA Board of Directors' approval**, Contests that are required to be played in order to determine regional qualifying and state championships in the sport of water polo do not count toward the maximum number of Regular Season Contests in that sport and must be played by the last Regular Season Contest day in that sport.
- Individual athletes and/or Teams that have qualified for District Championship Contests **and** have concluded participation in their Regular Season Contests are permitted to engage in an unlimited number of Inter-School Practices or Scrimmages in the sport involved until the individual athletes and/or Teams are eliminated from District or Inter-District Championship Contests.
- A PIAA member school is permitted to participate in a maximum of eighteen (18) Regular Season tennis Contests based on the following method of counting Regular Season tennis Contests:
  - One (1) Contest for each dual match or abbreviated matches involving no more than 4 Teams utilizing either a three standard six-game set or reduced play match.
  - Two (2) Contests for each triangular match or abbreviated matches involving no more than 7 Teams utilizing either a three standard six-game set or reduced play match.
  - Three (3) Contests for each quadrangular match or abbreviated matches involving at least 8 Teams utilizing either a three standard six-game set or reduced play match.
- A PIAA member school is permitted to participate in a maximum of twenty-two (22) Regular Season girls' volleyball and water polo Contests based on the following method of counting Regular Season girls' volleyball and water polo Contests:
  - One (1) Contest for each dual match.
  - Two (2) Contests for each triangular match or for each one-day Tournament.
  - Three (3) Contests for each quadrangular match.
  - Four (4) Contests for each two-day Tournament; and two (2) additional Contests for each additional day of a Tournament.
- A maximum of ten (10) Regular Season football Contests may be played at the same level (varsity, junior varsity, or otherwise) of competition. **With District Committee approval**, member senior high schools may play **one (1) additional Regular Season varsity football Contest**.
- With District Committee approval**, the first play date for football be referred to as week "0". This date is the corresponding date to the usual 2nd scrimmage date or optional 1st play date for football.

**INTERPRETATIONS**

**October 5, 1984, as amended January 29, 2005.** If a school receives a forfeit from an opponent, the school receiving the forfeit may schedule another Regular Season Contest in lieu of the forfeited Contest. The school must then use the results of the played Contest, rather than the forfeit, for its record. The forfeiting school must still record a loss by forfeit.

**October 5, 1984.** The minimum length of Preseason Practice that PIAA requires in each sport applies to the Team, not each individual participant in the sport. Once a Team has completed the minimum length of Preseason Practice required in a sport, whether or not an athlete who has completed less than that amount of Preseason Practice in the sport may participate is a matter left to the discretion of the PIAA member school.

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**TABLE II – Schedule of Winter Sports**

The schedule of winter sports listed below is effective for all PIAA member schools. Junior high/middle schools may elect to follow this schedule for each sport, or they may elect to follow an alternate schedule for each sport. If junior high/middle schools elect to follow an alternate schedule, they may not reduce the minimum length of Preseason Practice in each sport and they may not exceed the maximum length of Regular Season in each sport.

Winter Sports	First Practice Day	Minimum Length of Preseason Practice (See NOTE 1)	First Inter-School Practice or Scrimmage Day (See NOTE 2)	Maximum Number of Regular Season Inter-School Practices or Scrimmages	First Regular Season Contest Day	Maximum Length of Regular Season	Maximum Number of Regular Season Contests (See NOTES 3 & 4)	Last Regular Season Contest Day (See NOTE 5)	PIAA District/Region Deadline	PIAA Championships Deadline
Rifle	See Table of Labor Day Occurrences	10 days within 2 weeks	6 <sup>th</sup> Day of Winter Sports' Season	2	15 <sup>th</sup> Day of Winter Sports' Season	11 weeks	16 (See NOTE 7)	90 <sup>th</sup> Day of Winter Sports' Season	N/A	N/A
Indoor Track	See Table of Labor Day Occurrences	15 days within 3 weeks	6 <sup>th</sup> Day of Winter Sports' Season	2	19 <sup>th</sup> Day of Winter Sports' Season	12 weeks	16 (See NOTE 7)	104 <sup>th</sup> Day of Winter Sports' Season	N/A	N/A
Girls' Gymnastics	See Table of Labor Day Occurrences	15 days within 3 weeks	6 <sup>th</sup> Day of Winter Sports' Season	2	19 <sup>th</sup> Day of Winter Sports' Season	12 weeks	16 (See NOTE 7)	104 <sup>th</sup> Day of Winter Sports' Season	N/A	N/A
Bowling	See Table of Labor Day Occurrences	10 days within 2 weeks	6 <sup>th</sup> Day of Winter Sports' Season	2	15 <sup>th</sup> Day of Winter Sports' Season	16 weeks	22 (See NOTE 7)	125 <sup>th</sup> Day of Winter Sports' Season	N/A	N/A
Competitive Spirit	See Table of Labor Day Occurrences	N/A	6 <sup>th</sup> Day of Fall Sports' Season	N/A	N/A	32 weeks	N/A	125 <sup>th</sup> Day of Winter Sports' Season	69 <sup>th</sup> Day of Winter Sports' Season	76 <sup>th</sup> Day of Winter Sports' Season
Wrestling	See Table of Labor Day Occurrences	15 days within 3 weeks	6 <sup>th</sup> Day of Winter Sports' Season	2	19 <sup>th</sup> Day of Winter Sports' Season	12 weeks	22 (See NOTE 6)	97 <sup>th</sup> Day of Winter Sports' Season	97 <sup>th</sup> Day of Winter Sports' Season	111 <sup>th</sup> Day of Winter Sports' Season
Swimming and Diving	See Table of Labor Day Occurrences	15 days within 3 weeks	6 <sup>th</sup> Day of Winter Sports' Season	2	19 <sup>th</sup> Day of Winter Sports' Season	12 weeks	18	97 <sup>th</sup> Day of Winter Sports' Season	104 <sup>th</sup> Day of Winter Sports' Season	118 <sup>th</sup> Day of Winter Sports' Season
Basketball	See Table of Labor Day Occurrences	15 days within 3 weeks	6 <sup>th</sup> Day of Winter Sports' Season	2	19 <sup>th</sup> Day of Winter Sports' Season	11 weeks	22	97 <sup>th</sup> Day of Winter Sports' Season	104 <sup>th</sup> Day of Winter Sports' Season	125 <sup>th</sup> Day of Winter Sports' Season

**NOTES:**

- ARTICLE XII, Section 2 (the "Six Day Rule") continues to apply.
- The first Inter-School Practice or Scrimmage may be held after the fifth (5th) day of Practice.
- With the exception of invitationals and/or Tournaments sponsored by at least one PIAA member school and involving only PIAA member schools, and conference or league championship Tournaments**, all Regular Season invitationals and/or Tournaments in all sports involving individual athletes and/or Teams must be approved by PIAA at least four (4) weeks or twenty (20) business days prior to the first day of competition.
- With District Committee approval**, Contests that are required to be played in order to determine qualifiers to District Championship Contests and/or Contests that are required to be played to determine a conference or league champion do not count toward the maximum number of Regular Season Contests in that sport and must be played by the District Deadline in that sport.
- Individual athletes and/or Teams that have qualified for District Championship Contests **and** have concluded participation in their Regular Season Contests are permitted to engage in an unlimited number of Inter-School Practices or Scrimmages in the sport involved until the individual athletes and/or Teams are eliminated from District or Inter-District Championship Contests.
- A PIAA member school is permitted to participate in a maximum of twenty-two (22) Regular Season wrestling Contests based on the following method of counting Regular Season wrestling Contests:
  - One (1) Contest for each dual meet.
  - Two (2) Contests for each triangular meet or each individually or Team bracketed Tournament involving no more than 8 Teams, pursuant to NFHS Wrestling Rule 10, Conduct of Tournaments, Section 3, Tournament Brackets.
  - Three (3) Contests for each quadrangular meet, each individually or Team bracketed Tournament involving at least 9 Teams, pursuant to NFHS Wrestling Rule 10, Conduct of Tournaments, Section 3, Tournament Brackets, and each one-day Multiple School (Dual) Event or Individual Pool Event. A PIAA member school may participate in no more than two (2) Multiple School (Dual) or Individual Pool Events, excluding triangular or quadrangular meets, during the Regular Season.
  - Multiple day Combination Tournament competition points and/or multiple day Multiple School (Dual) Event competition points are the aggregate of b and/or c herein.
  - All of the foregoing must be compliant with NFHS Wrestling Rule 1, Competition, Section 4, Representation, Article 3, which provides for no wrestler to represent that wrestler's school in more than one weight class in any meet or wrestle in more than five matches (championship or consolation), excluding forfeits in any one day.
  - At the sub-varsity level, a Team may enter up to three (3) contestants per weight class, in an individual tournament, without counting additional competition points.
- With PIAA Board of Directors' approval**, Contests that are required to be played in order to determine regional qualifying and state championships in the sports of rifle, indoor track, girls' gymnastics, and bowling do not count toward the maximum number of Regular Season Contests in those sport and must be played by the last Regular Season Contest day in those sport.

**INTERPRETATIONS**

**December 13, 2012.** Individual divers may participate in a Maximum Number of Regular Season Diving Competitions (18). **Note:** Where dual meet swimming competitions are held without contesting diving, divers may participate in other diving events/invitations, so long as their individual participation does not exceed 18 competitions.

**October 5, 1984, as amended January 29, 2005.** If a school receives a forfeit from an opponent, the school receiving the forfeit may schedule another Regular Season Contest in lieu of the forfeited Contest. The school must then use the results of the played Contest, rather than the forfeit, for its record. The forfeiting school must still record a loss by forfeit.

**October 5, 1984.** The minimum length of Preseason Practice that PIAA requires in each sport applies to the Team, not each individual participant in the sport. Once a Team has completed the minimum length of Preseason Practice required in a sport, whether or not an athlete who has completed less than that amount of Preseason Practice in the sport may participate is a matter left to the discretion of the PIAA member school.

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**TABLE III – Schedule of Spring Sports**

The schedule of spring sports listed below is effective for all PIAA member schools. Junior high/middle schools may elect to follow this schedule for each sport, or they may elect to follow an alternate schedule for each sport. If junior high/middle schools elect to follow an alternate schedule, they may not reduce the minimum length of Preseason Practice in each sport and they may not exceed the maximum length of Regular Season in each sport.

Spring Sports	First Practice Day	Minimum Length of Preseason Practice (See NOTE 1)	First Inter-School Practice or Scrimmage Day (See NOTE 2)	Maximum Number of Regular Season Inter-School Practices or Scrimmages	First Regular Season Contest Day	Maximum Length of Regular Season	Maximum Number of Regular Season Contests (See NOTES 3 & 4)	Last Regular Season Contest Day (See NOTE 5)	PIAA District/Region Deadline	PIAA Championships Deadline
<b>Boys' Tennis</b>	See Table of Labor Day Occurrences	5 days within 1 week	6 <sup>th</sup> Day of Spring Sports' Season	2	8 <sup>th</sup> Day of Spring Sports' Season	10 weeks	18 (See NOTE 6)	76 <sup>th</sup> Day of Spring Sports' Season	76 <sup>th</sup> Day of Spring Sports' Season	83 <sup>rd</sup> Day of Spring Sports' Season
<b>Track and Field</b>	See Table of Labor Day Occurrences	15 days within 3 weeks	6 <sup>th</sup> Day of Spring Sports' Season	2	19 <sup>th</sup> Day of Spring Sports' Season	8 weeks	16	76 <sup>th</sup> Day of Spring Sports' Season	76 <sup>th</sup> Day of Spring Sports' Season	83 <sup>rd</sup> Day of Spring Sports' Season
<b>Boys' Volleyball</b>	See Table of Labor Day Occurrences	15 days within 3 weeks	6 <sup>th</sup> Day of Spring Sports' Season	2	19 <sup>th</sup> Day of Spring Sports' Season	9 weeks	22 (See NOTE 7)	83 <sup>rd</sup> Day of Spring Sports' Season	83 <sup>rd</sup> Day of Spring Sports' Season	90 <sup>th</sup> Day of Spring Sports' Season
<b>Lacrosse</b>	See Table of Labor Day Occurrences	15 days within 3 weeks	6 <sup>th</sup> Day of Spring Sports' Season	2	19 <sup>th</sup> Day of Spring Sports' Season	9 weeks	18	83 <sup>rd</sup> Day of Spring Sports' Season	83 <sup>rd</sup> Day of Spring Sports' Season	97 <sup>th</sup> Day of Spring Sports' Season
<b>Baseball</b>	See Table of Labor Day Occurrences	15 days within 3 weeks	6 <sup>th</sup> Day of Spring Sports' Season	2	19 <sup>th</sup> Day of Spring Sports' Season	10 weeks	20	90 <sup>th</sup> Day of Spring Sports' Season	90 <sup>th</sup> Day of Spring Sports' Season	104 <sup>th</sup> Day of Spring Sports' Season
<b>Softball</b>	See Table of Labor Day Occurrences	15 days within 3 weeks	6 <sup>th</sup> Day of Spring Sports' Season	2	19 <sup>th</sup> Day of Spring Sports' Season	10 weeks	20	90 <sup>th</sup> Day of Spring Sports' Season	90 <sup>th</sup> Day of Spring Sports' Season	104 <sup>th</sup> Day of Spring Sports' Season

**NOTES:**

- ARTICLE XII, Section 2 (the "Six Day Rule") continues to apply.
- The first Inter-School Practice or Scrimmage may be held after the fifth (5th) day of Practice.
- With the exception of invitationals and/or Tournaments sponsored by at least one PIAA member school and involving only PIAA member schools, and conference or league championship Tournaments**, all Regular Season invitationals and/or Tournaments in all sports involving individual athletes and/or Teams must be approved by PIAA at least four (4) weeks or twenty (20) business days prior to the first day of competition.
- With District Committee approval**, Contests that are required to be played in order to determine qualifiers to District Championship Contests and/or Contests that are required to be played to determine a conference or league champion do not count toward the maximum number of Regular Season Contests in that sport and must be played by the District Deadline in that sport.
- Individual athletes and/or Teams that have qualified for District Championship Contests **and** have concluded participation in their Regular Season Contests are permitted to engage in an unlimited number of Inter-School Practices or Scrimmages in the sport involved until the individual athletes and/or Teams are eliminated from District or Inter-District Championship Contests.
- A PIAA member school is permitted to participate in a maximum of eighteen (18) Regular Season tennis Contests based on the following method of counting Regular Season tennis Contests:
  - One (1) Contest for each dual match or abbreviated matches involving no more than 4 Teams utilizing either a three standard six-game set or reduced play match.
  - Two (2) Contests for each triangular match or abbreviated matches involving no more than 7 Teams utilizing either a three standard six-game set or reduced play match.
  - Three (3) Contests for each quadrangular match or abbreviated matches involving at least 8 Teams utilizing either a three standard six-game set or reduced play match.
- A PIAA member school is permitted to participate in a maximum of twenty-two (22) Regular Season boys' volleyball Contests based on the following method of counting Regular Season boys' volleyball Contests:
  - One (1) Contest for each dual match.
  - Two (2) Contests for each triangular match or for each one-day Tournament.
  - Three (3) Contests for each quadrangular match.
  - Four (4) Contests for each two-day Tournament; and two (2) additional Contests for each additional day of a Tournament.

**INTERPRETATIONS**

**October 5, 1984, as amended January 29, 2005.** If a school receives a forfeit from an opponent, the school receiving the forfeit may schedule another Regular Season Contest in lieu of the forfeited Contest. The school must then use the results of the played Contest, rather than the forfeit, for its record. The forfeiting school must still record a loss by forfeit.

**October 5, 1984.** The minimum length of Preseason Practice that PIAA requires in each sport applies to the Team, not each individual participant in the sport. Once a Team has completed the minimum length of Preseason Practice required in a sport, whether or not an athlete who has completed less than that amount of Preseason Practice in the sport may participate is a matter left to the discretion of the PIAA member school.



**ARTICLE XVII****CERTIFICATION OF CONTESTANTS****Section 1. Information to be Furnished.**

On or before the first Regular Season Contest in each sport, the Principal shall certify to PIAA as to the eligibility of all contestants in accordance with the Constitution and By-Laws of PIAA. Such statements, including name of pupil, public school district in which the pupil resides, date of birth, age on last birthday, date of enrollment for current school year, number of semesters of attendance beyond the eighth grade including the present semester, number of seasons of competition beyond the sixth grade including the present season, and the certified minimum weight for wrestling. Failure to accurately and electronically submit the Certificate of Eligibility and subsequent modifications within two (2) weeks after the First Regular Season Contest Date will result in the imposition of a fine of \$100 per season. Any modifications to the Certificate of Eligibility shall be timely submitted during the season.

**Section 2. Information to be Furnished in Case of Dispute.**

When the eligibility of a contestant is questioned, the Principal of the school in question shall furnish to the District Committee or to the Board of Directors all data required to establish the contestant's eligibility. The District Committee or the Board of Directors may require this information to be in the form of affidavits. A school which does not furnish these data shall be denied championship honors and may be excluded from interscholastic Contests with members of PIAA.

**ARTICLE XVIII****OFFICIAL RULES FOR SPORTS**

Official rules for various sports shall be as follows except where such rules conflict with rules now or hereafter adopted by the PIAA Board of Directors. In cases of such conflict, the rules adopted, changed or modified by the Board of Directors shall apply.

**Section 1.**

Official rules for various sports shall be those published by the National Federation of State High School Associations (NFHS). In those sports where there is no rules publication by NFHS, the rules shall be those adopted, changed or modified by the PIAA Board of Directors.

**ARTICLE XIX****JUNIOR HIGH / MIDDLE SCHOOLS****(Junior High/Middle School****7th, 8th, and 9th Grade Competition Wherever Housed)****Preamble**

The entire Constitution and By-Laws, Policies and Procedures and Rules and Regulations of PIAA govern both senior and junior high/middle schools. However, this ARTICLE XIX sets forth additional provisions which apply to junior high/middle schools only.

Interscholastic competition at the junior high/middle school level of competition is intended by PIAA to be directed toward development of general athletic and sport specific skills, as well as exposing students to proper concepts of teamwork, sportsmanship, and the long term benefits to individuals of participation in athletic activities. Accordingly, playoffs and the holding of championship Contests are discouraged.

**Section 1. Age.**

**A.** A student of a junior high/middle school wherein interscholastic athletic competition is limited to grades seven and eight is ineligible to compete in an Inter-School Practice, Scrimmage, or Contest upon attaining the age of fifteen years, with the following exceptions:

1. If the age of 15 is attained on or after July 1, the student is eligible, age-wise, to compete through that school year.

2. If the age of 16 is attained on or after July 1, the student is eligible, age-wise, to compete with students in the ninth grade.

**B.** A student of a junior high/middle school embracing the 7th, 8th and 9th grades is ineligible to compete in an Inter-School Practice, Scrimmage, or Contest upon attaining the age of sixteen years; except, if the age of 16 is attained on or after July 1, the student is eligible, age-wise, to compete through that school year.

**Section 2. Eligibility of Seventh, Eighth, and Ninth Grade Students to Participate in Senior High School Interscholastic Athletics.**

**A.** Students in the 7th or 8th grade who have not attained the age of fifteen years before July 1, and students in the 9th grade who have participated in one season in that sport during that school year, may neither Practice nor compete with students in the 10th, 11th or 12th grades.

Students in the 7th or 8th grade who have attained the age of fifteen years before July 1 and students in the 9th grade, who have not participated in one season in that sport during that school year, may, with written approval of the high school Principal and the junior high/middle school Principal, Practice with, participate in a maximum of two Inter-School Practices or Scrimmages, and compete with students in grades 10, 11 and 12. The option to compete at the senior high school level of competition (grades 10-12) or at the junior high/middle school level of competition (grades 7-9) is exercised when the student participates in a Contest. If the student first participates in a junior high/middle school Contest, the student is committed to that level of competition in the sport involved for the entire school year. If the student first participates in a senior high school Contest, the student is committed to that level of competition in that sport for the entire school year. If the student does not participate in a Contest, the option to compete at the junior high/middle school level of competition or senior high school level of competition must be exercised not later than 21 days after the student begins Practice. Once this option is exercised, it may not be changed in that sport for the entire school year.

**INTERPRETATION****Section 2A. October 1, 1994; as amended May 22, 1996.**

A student as to whom the option to participate at either the senior high school level of competition or the junior high/middle school level of competition has been exercised, who thereafter Transfers to another school, begins at the transferee school as if the option had not been exercised.

**B. Limitation.**

1. A student enrolled in a junior high/middle school who is permitted by this Section to participate on a senior high school Team may do so only on a senior high school Team of the school in which students who have completed the academic program in that junior high/middle school would enroll at the time the student begins to participate on the senior high school Team.

2. A student enrolled in a senior high school who is permitted by this Section to participate on a junior high/middle school Team may do so only on a junior high/middle school Team of the school in which junior high/middle school students from the student's attendance area would enroll at the time the student begins to participate on the junior high/middle school Team.



**Section 3. Period of Participation.**

**A.** No student is eligible for Practice for or participation in interscholastic athletics prior to entry into seventh grade.

**B.** No junior high/middle school student may Practice for or participate in any sport for more seasons than there are grades included in the school, nor may a student Practice for or participate in any sport for more than three seasons in grades seven through nine, inclusive.

**INTERPRETATION****Section 3B. February 4, 1984.**

"Grades included in the school" does not include any grades below the seventh grade.

**C.** A student may Practice for and participate in only one season in each sport during the time the student is enrolled in the ninth grade of a junior high/middle school.

**INTERPRETATION****December 28, 1961; as amended January 30, 2009.**

Junior high/middle schools may not participate in Practices, Inter-School Practices, Scrimmages, and/or Contests with senior high schools because senior high schools cannot meet junior high/middle schools eligibility requirements.

**Section 4. Season and Out-Of-Season Rules and Regulations**

The Season and Out-Of-Season Rules and Regulations set forth under ARTICLE XVI of the PIAA By-Laws contain schedules of fall, winter, and spring sports, which apply to all PIAA member schools. Junior high/middle schools may elect to follow the respective schedules of fall, winter, and spring sports; or they may elect to follow an alternate schedule for each sport. If junior high/middle schools elect to follow an alternate schedule, they may not reduce the minimum length of Preseason Practice in any sport and they may not exceed the maximum length of Regular Season in any sport.

**Section 5. Certification of Contestants.**

**A.** The eligibility of all contestants representing a junior high/middle school must be certified to by the Principal of the school in accordance with the PIAA By-Laws. Such statements, including the name of student, public school district in which the student resides, date of birth, age on last birthday, date of enrollment for current school year, number of semesters of attendance beyond the eighth grade including the present semester, number of seasons of competition beyond the sixth grade including the present season, and the certified minimum weight for wrestling, must be presented in writing to the Principal of the opponent school or schools on the official form entitled "PIAA Junior High/Middle School Certificate of Eligibility" at least four days prior to every Contest.

**B.** If disputes arise, the Principal must furnish to the District Committee the following data in regard to each contestant: Date of birth, father's name, mother's maiden name, date of enrollment for current school year, semesters of attendance including the present semester, showing the semesters spent in each grade, seasons of competition including the present season, showing the number of seasons of competition in each grade, the average mark in each study from the beginning of the current semester, and such further information as the District Committee might require. A school which does not furnish these data may be excluded from Contests with PIAA members.

**Section 6. Contests Rules Standards for Junior High/Middle Schools Interscholastic Athletic Competition.**

The following represents the maximum Contests rules standards for junior high/middle schools interscholastic athletic competition:

Grade		Max. No. of Scrimmages	Max. No. of Contests
<b>BASEBALL</b>			
7	7 innings	2	20
8	7 innings		
7-8	7 innings		
7-8-9	7 innings		
9	7 innings		
Conferences, leagues, and/or participating schools, by mutual agreement prior to the start of a Contest, may decide not to play extra innings in the event of a tie score.			
<b>BASKETBALL</b>			
7	4 - Six (6) minute quarters	2	22
8	4 - Six (6) minute quarters		
7-8	4 - Six (6) minute quarters		
7-8-9	4 - Eight (8) minute quarters		
9	4 - Eight (8) minute quarters		
Conferences, leagues, and/or participating schools, by mutual agreement prior to the start of a Contest, may decide not to play extra periods in the event of a tie score.			
<b>CROSS COUNTRY</b>			
7	3200 meters	2	16
8	3200 meters		
7-8	3200 meters		
7-8-9	3200 meters		
9	3200 meters		
<b>FIELD HOCKEY</b>			
7	2 - Thirty (30) minute halves	2	18
8	2 - Thirty (30) minute halves		
7-8	2 - Thirty (30) minute halves		
7-8-9	2 - Thirty (30) minute halves		
9	2 - Thirty (30) minute halves		
Overtime periods are not permitted at the junior high/middle school level of competition.			
<b>FOOTBALL</b>			
7	4 - Eight (8) minute quarters	2	10
8	4 - Eight (8) minute quarters		
7-8	4 - Eight (8) minute quarters		
7-8-9	4 - Ten (10) minute quarters		
9	4 - Ten (10) minute quarters		
Overtime periods are not permitted at the junior high/middle school level of competition.			
<b>GOLF</b>			
7	9 Holes	2	18
8	9 Holes		
7-8	9 Holes		
7-8-9	9 Holes		
9	9 Holes		
Conferences, leagues, and/or participating schools, by mutual agreement prior to the start of a Contest, may decide not to conduct a playoff in the event of a tie score.			
<b>BOYS' LACROSSE</b>			
7	4 - Eight (8) minute quarters	2	18
8	4 - Eight (8) minute quarters		
7-8	4 - Eight (8) minute quarters		
7-8-9	4 - Ten (10) minute quarters		
9	4 - Ten (10) minute quarters		
Conferences, leagues, and/or participating schools, by mutual agreement prior to the start of a Contest, may decide not to play overtime periods in the event of a tie score.			
<b>GIRLS' LACROSSE</b>			
7	2 - Thirty (30) minute halves	2	18
8	2 - Thirty (30) minute halves		
7-8	2 - Thirty (30) minute halves		
7-8-9	2 - Thirty (30) minute halves		
9	2 - Thirty (30) minute halves		
Conferences, leagues, and/or participating schools, by mutual agreement prior to the start of a Contest, may decide not to play overtime periods in the event of a tie score.			

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BY-LAWS

Grade	Max. No. of Scrimmages	Max. No. of Contests
<b>SOCCER</b>		
7	2 - Thirty (30) minute halves	2
8	2 - Thirty (30) minute halves	18
7-8	2 - Thirty (30) minute halves	
7-8-9	2 - Thirty (30) minute halves	
9	2 - Thirty (30) minute halves	
Overtime periods are not permitted at the junior high/middle school level of competition.		
<b>SOFTBALL</b>		
7	7 Innings	2
8	7 Innings	20
7-8	7 Innings	
7-8-9	7 Innings	
9	7 Innings	
Conferences, leagues, and/or participating schools, by mutual agreement prior to the start of a Contest, may decide not to play extra innings in the event of a tie score.		
<b>SWIMMING AND DIVING</b>		
None	2	18
<b>TENNIS</b>		
None	2	18
<b>TRACK AND FIELD</b>		
Track Events and Order of Competition (7th, 8th and 9th Grade Girls and Boys)	2	16
3200 m Relay	400 m Relay	
100 m Hurdles	300 m Hurdles	
(Girls: 10-33" Hurdles)	(Girls: 8-30" Hurdles)	
110 m Hurdles	(Boys: 8-33" Hurdles)	
(Boys: 10-36" Hurdles)	800 m Run	
100 m Dash	200 m Dash	
1600 m Run	3200 m Run	
400 m Dash	1600 m Relay	
<b>NOTE:</b> The distance, number of and height of hurdles in all hurdle events are maximums and may be modified by conferences or leagues or by mutual agreement of participating schools.		
<b>Field Events</b>		
(7th, 8th and 9th Grade Girls and Boys)		
High Jump		
Pole Vault		
Long Jump		
Triple Jump		
Shot Put		
(Girls' shot shall weigh 6 lbs. [2.744 kg].)		
(Boys' shot shall weigh 8 lbs., 13 ozs. [4 kg].)		
Discus Throw		
(The discus shall weigh 2 lbs., 3.27 ozs. [1 kg] and have the following minimum and maximum dimensions:		
Diameter 7 1/8 - 7 1/4 ins. [180-182 mm] with a thickness of 1 1/2 - 1 5/8 ins. [37-39 mm] at the center and 1/2 - 1/4 in. [12-6 mm] from the outer edge which shall be rounded with a radius of 1/4 in. [6 mm]. The discus shall have a core 2 ins. [50 mm].)		
Javelin Throw		
(The javelin shall meet all IAAF specifications for girls' competition.)		

**TRACK AND FIELD (Continued)**

## Participation Limitations

7th, 8th, and 9th grade students may compete in a maximum of four events, including relays.

Conferences, leagues, and/or participating schools, by mutual agreement prior to the start of a Contest, may delete track and/or field events but may not add and/or modify track events (except hurdle events) and/or field events or modify the order of track events.

Grade	Max. No. of Scrimmages	Max. No. of Contests
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**VOLLEYBALL**

7	Best 3-out-of-5-game rally scoring format match	2	22
8	Best 3-out-of-5-game rally scoring format match		
7-8	Best 3-out-of-5-game rally scoring format match		
7-8-9	Best 3-out-of-5-game rally scoring format match		
9	Best 3-out-of-5-game rally scoring format match		

Conferences, leagues, and/or participating schools, by mutual agreement prior to the start of a Contest, may modify the match format.

**WRESTLING**

7-8-9	A student is permitted to wrestle up one weight classification above that for which the student's actual stripped weight qualifies that student to wrestle.	2	22
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Junior High/Middle School weight classifications are:

75 lbs	105 lbs	145 lbs
80 lbs	110 lbs	155 lbs
85 lbs	115 lbs	165 lbs
90 lbs	122 lbs	185 lbs
95 lbs	130 lbs	210 lbs
100 lbs	138 lbs	250 lbs

Length of bouts shall be four and one-half minutes divided into 3 periods of 1½ min. - 1½ min. - 1½ min.

Conferences, leagues, and/or participating schools, by mutual agreement prior to the start of a Contest, may decide not to wrestle an overtime period in the event of a tie bout score.

**Section 7. Inter-District Championship Contests.**

There shall be no Inter-District Championship Contests for junior high/middle schools nor shall junior high/middle school students compete in Inter-District Championship Contests, except that tenth grade students of a four-year junior high/middle school may participate as representatives of their school in District and Inter-District Championship Contests.

Further, seventh, eighth, and ninth grade students competing at the senior high school level shall, for purposes of this rule, be considered to be in the senior high school.

**ARTICLE XX****AMENDMENTS****Section 1. Majority Approval Necessary.**

Amendments to these By-Laws must be approved by a two-thirds majority of the PIAA Board of Directors physically present and voting.

**Section 2. Non-Substantive Amendments.**

The Executive Director is authorized to make technical, typographical, spelling, and grammatical changes to the PIAA By-Laws, Policies and Procedures, and/or Rules and Regulations in order to assure editorial continuity with substantive changes approved by the Board of Directors, and to delete provisions which have become obsolete.

**GLOSSARY**

**ALTERNATIVE SCHOOL:** A school formed as a result of a special program jointure, as established by the School Boards of two or more public school districts and approved by the Pennsylvania Department of Education, which enrolls high-risk students or students who previously dropped out.

**ASSIGNOR:** An individual who (1) is engaged by a District or multiple PIAA member schools to assign officials for Contests for those schools, or (2) is engaged by, but is not employed by, a single PIAA member school to assign officials for Contests for that school.

**ATHLETIC DIRECTOR:** The individual having direct supervisory responsibility of interscholastic athletics at a school.

**ATHLETIC EVENT:** PIAA member schools may participate in four types of Athletic Events: (1) Practice; (2) Inter-School Practice; (3) Scrimmage; or (4) Contest. Each of these terms is defined in this GLOSSARY.

**ATHLETIC PERSONNEL:** A Coach, Athletic Director, or other employee or representative of a school's athletic department, Team(s), or sports program regardless of whether such person is in a paid or voluntary capacity.

**AUTHORIZED MEDICAL EXAMINER:** A licensed physician of medicine or osteopathic medicine, a physician assistant certified, or either a certified registered nurse practitioner or a school nurse practitioner, who is under the supervision of a licensed physician of medicine or osteopathic medicine.

**BOARD OF APPEAL:** A panel composed of at least five-members of the Board of Directors convened pursuant to ARTICLE VII of the PIAA Constitution.

**BOARD OF DIRECTORS:** The Board of Directors of the Pennsylvania Interscholastic Athletic Association, Inc.

**BOYS' TEAM:** A Team consisting of all boys.

**CALENDAR WEEK:** Sunday through Saturday

**CHARTER SCHOOL:** An independent public school, which is organized as a non-profit corporation, established and operated under a charter from the local School Board.

**COACH:** A person (including volunteer high school alumni, professional athletes, and citizens of the community) engaged, either for an entire season or any part thereof, by a school to provide Coaching to a Team.

**COACHING:** The provision of instruction, training, conditioning, and/or direction to a Team, for the purpose of developing athletic abilities and skills.

**COMBINATION TOURNAMENT:** A Multiple School (Dual) Event in each of the NFHS weight classes in which individuals initially move from round to round as an interscholastic wrestling Team (pools) or advance based on Team results culminating in the wrestlers' placement on an individual bracket with advancement from that point based on individual results.

**CONSIDERATION:** Consideration consists of cash, items which are the equivalent of cash, items which are a representation of value, and items which have intrinsic value other than those permitted under Section 3 of ARTICLE II.

**CONTEST:** An event in which individual students or Teams represent their schools in an athletic competition against individual students or Teams representing one or more other schools, which does not meet the definition of an Inter-School Practice or a Scrimmage.

**CYBER CHARTER SCHOOL:** An independent public school, which is organized as a non-profit corporation, established and operated under a charter from the Department of Education, in which the school uses technology to provide a significant portion of its curriculum and to deliver a significant

portion of instruction to its students through the Internet or other electronic means.

**DISTRICT:** An incorporated or unincorporated entity responsible for the administration of interscholastic athletics within the jurisdiction as provided for in ARTICLE V, Section 1, of the PIAA Constitution.

**DISTRICT CHAMPIONSHIP CONTEST:** A Contest conducted under the jurisdiction of a District Committee, which is necessary to determine an individual or Team champion in a sport.

**DISTRICT COMMITTEE:** A (1) Board of Directors of an incorporated District or (2) a Committee whose composition is defined by ARTICLE IX, Section 1, of the PIAA Constitution and whose powers and duties are defined by ARTICLE IX, Section 3, of the PIAA Constitution.

**DISTRICT COMMITTEE REPRESENTATIVE:** A person elected to the Board of Directors pursuant to ARTICLE VI, Section 2A, of the PIAA Constitution.

**EMANCIPATED STUDENT:** A student living independently of parents or guardians. Whether a student is to be considered emancipated is a factual question to be determined by the student's school based upon the totality of circumstances.

**FEEDER SCHOOL:** Elementary, junior high and/or middle schools, which are the primary sources of students for a particular senior high school, to be determined as follows:

**A.** For a public school district having a single senior high school, those public junior high and/or middle schools located within the geographic boundaries of that public school district.

**B.** For a public school district having multiple senior high schools, the district's policies governing assignment of students shall determine which public junior high and/or middle schools are Feeder Schools for its constituent senior high schools. Where there is no policy of assignment or there is open enrollment, a public junior high and/or middle school is considered a Feeder School of a particular public senior high school if at least 25% of the students currently attending the public senior high school matriculated from that junior high school and/or middle school.

**C.** For a Private senior high School, those Private elementary, junior high, and/or middle Schools which are identified by the Private senior high School as its Feeder School(s). No Private School may be a Feeder School for more than one Private senior high School, excepting that a Private junior high and/or middle School may be designated a Feeder School simultaneously for (1) an all male Private senior high School; (2) an all female Private senior high School; and/or (3) a co-educational Private senior high School. A Private School may be a Feeder School for additional all male, all female, and co-educational Private senior high Schools if an average of at least 25% of the alumni of the Feeder School, who enrolled in a Private senior high School over the most recent three year period, enrolled at each of the applicable Private senior high Schools.

**GIRLS' TEAM:** A Team consisting of all girls.

**HEARING PANEL:** A panel composed of at least five-members of a District Committee convened pursuant to ARTICLE IX of the PIAA Constitution.

**HOME-SCHOOLED STUDENT:** A student participating in a home education program under Section 1327.1 of the Public School Code of 1949.

**INTER-DISTRICT CHAMPIONSHIP CONTEST:** A Contest conducted under the jurisdiction of the PIAA Office, which is necessary to determine an individual or Team champion in a sport.

**INTER-SCHOOL PRACTICE:** All of the following elements must be present for a school to consider an Athletic Event with other schools as an Inter-School Practice:

1. The involved schools must agree, in advance of the Athletic Event, that the Athletic Event will be an Inter-School Practice rather than a Scrimmage or Contest.
2. No admission fee is charged.
3. The Teams participate only in conditioning exercises and/or limited and closely controlled drills.
4. The Teams are dressed in Practice uniforms only.
5. No score may be displayed or recorded.
6. The results of the Inter-School Practice shall not be counted as a part of the involved Teams' season win and loss records.

Any Athletic Event involving two or more schools must be considered a Scrimmage or Contest unless it meets all of the criteria listed above.

**JUNIOR VARSITY:** A non-Varsity level of interscholastic competition in a sport sponsored by a senior high school. This level is to be distinguished from Varsity and junior high/middle school competition.

**MAGNET SCHOOL:** A school designed to provide an academic focus on a particular theme (e.g. science/math, liberal arts, performing arts, gifted/talented, or foreign language).

**MIXED GENDER TEAM:** A Team consisting of both boys and girls. Participation of both boys and girls on a Team in any Contest during a season causes the Team to be considered as a Mixed Gender Team for that season.

**MULTIPLE SCHOOL (DUAL) EVENT:** Contests involving three (3) or more Teams of students representing their schools in interscholastic Team wrestling competition.

**NATURAL BREAK TRANSFER:** A Transfer occurring when the student:

1. has completed the highest grade of a public junior high/middle school and is thereupon promoted by the public school district to a public senior high school in the same public school district;
2. has completed the highest grade of a public or Private junior high/middle School and has enrolled in a Private senior high School;
3. has enrolled in the lowest grade of a public senior high school, after having completed the previous grade at a Private junior high/middle School; and/or
4. has enrolled in the lowest grade of a Private senior high School, after having completed the previous grade at a public junior high/middle school.

**OPEN GYM:** PIAA member school use of its gymnasium(s) and/or other athletic facilities by all students enrolled in their school district.

**PERSONAL PRIVATE INFORMATION:** Information about an individual, or an individual's family, not generally known to the community, including but not limited to information relating to a person's academic, health, disciplinary and delinquency history, financial condition, domestic circumstance, family and personal relationships, substance abuse, and/or potentially illegal conduct.

**PIAA:** The Pennsylvania Interscholastic Athletic Association, Inc.

**PIAA OFFICE:** The PIAA headquarters, currently located at 550 Gettysburg Road, P.O. Box 2008, Mechanicsburg, PA, 17055-0708.

**POSTSEASON:** The period of time between the last Regular Season Contest and the PIAA Championships deadline of a sport, inclusive of District and Inter-District Championship Contests.

**PRACTICE:** An Athletic Event involving one PIAA member school at which no other school is present.

**PRESEASON:** The period of time between the first Practice day and the first Regular Season Contest day of a sport, inclusive of the first Scrimmage or Inter-School Practice day in that sport.

**PRINCIPAL:** The individual responsible to PIAA, pursuant to ARTICLE X, LOCAL MANAGEMENT AND CONTROL, Section 1, Responsibility of Principal, of the PIAA Constitution, for all matters pertaining to the interscholastic athletic relations of the Principal's school. In a public school, the Principal is the person holding a certificate issued by the Department of Education as a Principal and who is appointed by the School Board in accordance with Public School Code as Principal of the school. In a Private School, the Principal is the person designated or appointed by the Board having jurisdiction over the school to have comprehensive responsibility for the day-to-day operations of the Private School.

**PRIVATE SCHOOL:** A nonpublic school.

**PRIVATE SCHOOL'S SCHOOL DISTRICT:** Each Private School, including each Private senior high School's Feeder Schools, shall have its own "school district." Regardless of the location of its Feeder Schools, the geographic boundaries of the Private senior high School's "school district" are considered the boundaries of the public school district in which it is geographically located. The Private School's school district and the public school district are separate school districts.

**PUBLIC SCHOOL DISTRICT:** Those students that are enrolled in the junior high and senior high schools of a public school district.

**RECEIVING SCHOOL:** A school which receives Transfer students from any other school.

**RECREATION PROGRAM:** Community based activity program open to all residents of a school district.

**REGULAR SEASON:** The period of time between the first Regular Season Contest day and the last Regular Season Contest day of a sport, exclusive of District and Inter-District Championship Contests.

**REGIONAL PANEL:** A panel composed of three-members from each of the contiguous Districts, pursuant to ARTICLE VIII of the PIAA Constitution.

**SCHOOL BOARD:** The Board of Directors for a public school district.

**SCRIMMAGE:** All of the following elements must be present for a school to consider an Athletic Event with other schools as a Scrimmage:

1. The involved schools must agree, in advance of the Athletic Event, that the Athletic Event will be a Scrimmage rather than an Inter-School Practice or Contest.
2. No admission fee is charged.
3. The head Coaches of the involved Teams may stop the activity at any time to provide instruction or to make substitutions.
4. There are no restrictions concerning the number of times a player/contestant enters or leaves the Scrimmage.
5. No score may be displayed or recorded.
6. The results of the Scrimmage may not be counted as a part of the involved Teams' season win and loss records.

Any Athletic Event involving two or more schools must be considered an Inter-School Practice or Contest unless it meets all of the criteria listed above.



**STUDENT WITH A DISABILITY:** A student who has a physical or mental condition which substantially limits or prohibits participation in or access to an aspect of the student's school program.

**TEAM:** A school-sponsored organization which consists of one or more students **and which represents that school in any form of interscholastic athletic competition, including Inter-School Practices, Scrimmages, and/or Contests.**

**TECHNOLOGY SCHOOL:** A school that provides either, a total educational program and services for both specialized career and technical education and academic education, or an educational program and services for only specialized career and technical education.

**TERMINATING SCHOOL:** A school which ceases, primarily for budgetary reasons, to sponsor one or more of its Teams.

**TOURNAMENT:** Competition involving Teams or individual students representing three (3) or more schools in which the Teams or individual students, as representatives of schools, are competing for a championship (first place) and other places.

**TRANSFER:** Any situation in which a student seeks eligibility to participate in interscholastic athletics at a school other than the one at which the student was either enrolled or otherwise eligible.

**VARSITY:** The highest level of interscholastic competition in a sport sponsored by a senior high school. This level is to be distinguished from Junior Varsity and junior high/middle school competition.

**NOTE: The following regulations, statutory provisions, and professional baseball agreement are not part of the Constitution and By-Laws. They are printed here solely for the convenience of persons using this Handbook.**

#### **PENNSYLVANIA STATUTE REGARDING BULLYING AND HAZING**

To draw attention to the Pennsylvania Statute regarding bullying and hazing that schools are to adopt a hazing and bullying policy which includes any act committed against a student attempting to become a member of an athletic team, that is humiliating, intimidating, demeaning or endangers the health and welfare of the student. Hazing includes the student's active or passive participation in such acts and occurs regardless of the willingness to participate in these activities.

#### **PENNSYLVANIA STATE BOARD OF EDUCATION REGULATIONS**

Athletic Programs

Regulation:

- (d) . . . Students of both sexes shall have equal access in interscholastic and intramural athletic programs to all of the following.
- |   |  |
|---|--|
| (1) School facilities.                        | (4) Number of activities at each level of competition. |
| (2) Coaching and instruction.                 | (5) Equipment, supplies and services.                  |
| (3) Scheduling of Practice time and Contests. | (6) Funding appropriate to the sport.                  |
- (e) School districts may sponsor coeducational Teams in interscholastic and intramural sports programs.
- (f) Interscholastic and intramural Teams playing contact sports may be separated by sex, but this subsection may not be used to exclude students of either sex from participating in a sport.

#### **PENNSYLVANIA LAW PROVISIONS AFFECTING ATHLETIC ELIGIBILITY OF STUDENTS USING ANABOLIC STEROIDS**

Pennsylvania Act 1989-93 requires the School Board in every Pennsylvania school district to prescribe, adopt, and enforce rules and regulations to prohibit the use of anabolic steroids, except for a valid medical purpose, by any student involved in school-related athletics.

The Act also requires the School Board to prescribe the following minimum penalties for any student found in violation of the rules and regulations adopted by the School Board:

1. For a first violation, suspension from school athletics for the remainder of the season.
2. For a second violation, suspension from school athletics for the remainder of the season and for the following season.
3. For a third violation, permanent suspension from school athletics.

A student who has been suspended for violation of the School Board regulations shall not be eligible to resume participation in school athletics unless there has been a medical determination that no residual evidence of steroids exists.

The penalties which the law requires School Boards to adopt are minimum penalties. More severe penalties may be adopted by individual school districts, and the actual penalties may therefore vary from school district to school district.

#### **AGREEMENT BETWEEN PROFESSIONAL BASEBALL AND THE NATIONAL FEDERATION OF STATE HIGH SCHOOL ASSOCIATIONS (NFHS) MAJOR-MINOR LEAGUE RULE 3 (h)**

##### **(H) High School Players.**

1. No student of a high school shall be signed to a contract by a Major or Minor League club during the period the student is eligible for participation in high school athletics. In any instance where such eligibility has expired prior to the student's graduation from high school (a) because of the student's age; or (b) because the student has completed the maximum number of semesters of attendance, the student may thereafter be signed to a contract which does not obligate the student to report for service prior to graduation of the class with which the student originally entered high school, i.e., until eight semesters after the student's original entry into the ninth grade.

2. A student who drops out of high school prior to expiration of the student's athletic eligibility and continues to remain out for at least one year may thereafter be signed to a contract for immediate service provided the student's withdrawal from high school was not suggested, procured, or otherwise influenced by the club contracting with the student, or by any official or employee of such club or of any of its affiliates.

3. Nothing herein shall be construed as prohibiting any Major or Minor League club, its officers, agents, or employees from talking to any high school student at any time concerning a career in professional baseball and discussing the merits of the student's contracting, when eligible therefore, with any particular club.

4. "Tryouts" to which students may be invited may be conducted during the school year, provided that (1) no student shall be permitted to participate in any such tryout unless the Principal of the student's high school, if not employed by a Major or Minor League club, shall have approved such participation in writing, and (2) provided further, that any such tryout must be limited to not more than five high school students.

5. Any contract made in violation of this rule shall be declared null and void and the offending club (and any club owned by or affiliated with such club) shall be prohibited from signing such player for a period of three years from the date of declaration of voidance of such contract. In addition, such club shall be fined \$500, by the Commissioner in the case of a Major League club, or by the President of the National Association in the case of a Minor League club, and the official, scout, or employee of the offending club who participated in the violation shall be subject to such penalty as the Commissioner or the President of the National Association, as the case may be, shall impose.

6. This rule shall apply to all high school students in the (50) states of the United States of America, and shall not apply to high school students attending high schools outside the said 50 states of the United States of America.

**PIAA APPLICATION FOR SCHOOL MEMBERSHIP**

In the Forms Section of the PIAA Handbook is an official PIAA form entitled "PIAA Application for School Membership." Application for membership in PIAA shall be made by submitting this application to the District Committee of the PIAA District in which the school is geographically located. Each PIAA Application for School Membership shall be signed by the Principal and shall be accompanied by the annual dues and a resolution of approval executed by the School Board or the Board having jurisdiction over the applicant school. The resolution shall state that, in all matters pertaining to interscholastic athletic activities, the school shall be governed by the Constitution, By-Laws, Policies and Procedures, and Rules and Regulations of PIAA.

Membership in PIAA becomes effective the next following July 1st after the school's application receives the approval of the PIAA Board of Directors.

**SUPPLEMENT TO PIAA APPLICATION FOR SCHOOL MEMBERSHIP INVOLVING PIAA MEMBER PRIVATE SENIOR HIGH SCHOOLS**

In the Forms Section of the PIAA Handbook is an official PIAA form entitled "Supplement to PIAA Application for School Membership Involving PIAA Member Private Senior High Schools." An application for a Private junior high/middle School membership incorporating more than one school shall be made in writing to the District Committee of the PIAA District in which the Private senior high School houses its 9th grade students. Each application for such a Private junior high/middle School membership shall be signed by the Principal of the member Private senior high School and (a) in the case of Catholic schools under Archdiocesan or Diocesan jurisdiction, by the Archdiocesan or Diocesan Superintendent of Schools, or (b) in the case of other Private senior high Schools, by the Superintendent or by the President of the Board having jurisdiction over the member Private senior high School.

The Private junior high/middle School membership in PIAA shall become effective the next following July 1st after the Private junior high/middle School's application receives the approval of the PIAA Board of Directors.

**PIAA MEMBER SCHOOL REQUEST FOR COOPERATIVE SPONSORSHIP OF A SPORT FORM**

In the Forms Section of the PIAA Handbook is an official PIAA form entitled "PIAA Member School Request for Cooperative Sponsorship of a Sport Form." Pursuant to the provisions of ARTICLE III, ATTENDANCE, Section 11, Cooperative Sponsorship of a Sport, of the PIAA By-Laws, this Form, with all applicable attachments, must be submitted by 1) all PIAA member senior high schools participating in the agreement for a request for approval of a Cooperative Sponsorship of a Sport agreement and/or 2) all PIAA member junior high/middle schools, which are NOT located in the same public school district, participating in the agreement for a request for approval of a Cooperative Sponsorship of a Sport agreement; and each participating school must include a check in the amount of \$50, payable to PIAA, to cover processing and handling costs. Where such an agreement **would** affect the classification size of a PIAA member senior high school Team, the Form must be submitted by September 15<sup>th</sup> of any odd-numbered year to the PIAA District Committee having jurisdiction over the school, to be considered for the immediately following two-year reclassification cycle.

**PIAA MEMBER SCHOOL REQUEST FOR DECISION ON ATHLETIC ELIGIBILITY FORM**

In the Forms Section of the PIAA Handbook is an official PIAA form entitled "PIAA Member School Request for Decision on Athletic Eligibility Form." In all situations in which a determination of eligibility of a student is needed, the Principal of the school should complete that Form and forward it, together with the student's transcript and attendance records, to the PIAA District Committee having jurisdiction over that school.

**PIAA MEMBER SCHOOL ATHLETIC TRANSFER WAIVER REQUEST FORM**

In the Forms Section of the PIAA Handbook is an official PIAA form entitled "PIAA Member School Athletic Transfer Waiver Request Form." Pursuant to ARTICLE VI, TRANSFERS, RESIDENCE, AND RECRUITING, Section 4, Regional Panel or District Committee Review, of the PIAA By-Laws, the Principal of a PIAA member school to which a student transferred, who is not otherwise eligible under Section 2, Presumptive Eligibility, subsections A through G, may request a waiver of ARTICLE VI, Section 3, Ineligible Students, from, as applicable under the circumstances, either a Regional Panel or the District Committee having jurisdiction over that Principal's school by (1) completing Sections 1 and 2 of that Form; (2) having the student's parent(s) or guardian(s) complete and sign Section 3 of that Form; (3) thereafter completing and signing either Section 4A or 4B of that Form; (4) routing that Form to the Principal of the school from which the student transferred, for that Principal to complete and sign either Section 5A or 5B; (5) having that Principal return that Form to the Principal of the PIAA member school to which the student transferred; and (6) then submitting that completed and properly executed Form to, as applicable under the circumstances, either a Regional Panel or the District Committee having jurisdiction over the Principal's school to which the student transferred, for either that Regional Panel's or District Committee's consideration.

**PIAA COMPREHENSIVE INITIAL PRE-PARTICIPATION PHYSICAL EVALUATION (CIPPE) FORM**

In the Forms Section of the PIAA Handbook is an official PIAA form entitled "PIAA Comprehensive Initial Pre-Participation Physical Evaluation (CIPPE) Form." INITIAL EVALUATION: Prior to any student participating in Practices, Inter-School Practices, Scrimmages, and/or Contests, at any PIAA member school in any school year, the student is required to (1) complete a Comprehensive Initial Pre-Participation Physical Evaluation (CIPPE); and (2) have the appropriate person(s) complete the first six Sections of the CIPPE Form. Upon completion of Sections 1 and 2 by the parent/guardian; Sections 3, 4, and 5 by the student and parent/guardian; and Section 6 by an Authorized Medical Examiner (AME), those Sections must be turned in to the Principal, or the Principal's designee, of the student's school for retention by the school. The CIPPE may not be performed earlier than June 1st and shall be effective, regardless of when performed during a school year, until the next May 31st.

SUBSEQUENT SPORT(S) IN THE SAME SCHOOL YEAR: Following completion of a CIPPE, the same student seeking to participate in Practices, Inter-School Practices, Scrimmages, and/or Contests in subsequent sport(s) in the same school year, must complete Section 7 of this form and must turn in that Section to the Principal, or Principal's designee, of his or her school. The Principal, or the Principal's designee, will then determine whether Section 8 need be completed.

**PIAA FOREIGN EXCHANGE STUDENT / INTERNATIONAL STUDENT ELIGIBILITY AGREEMENT**

In the Forms Section of the PIAA Handbook is an official PIAA form entitled "PIAA Foreign Exchange Student/International Student Eligibility Agreement." ARTICLE VII, FOREIGN EXCHANGE STUDENTS, INTERNATIONAL STUDENTS, AND FOREIGN STUDENTS, of the PIAA By-Laws, provides for the eligibility for interscholastic athletics of a Foreign Exchange Student, who is defined as a student who is (1) in the United States (US) on a US Department of State-issued J-1 visa; (2) a participant in a program that has been recognized by the US Department of State, and has been accepted for listing by the Council on Standards for International Educational Travel (CSIET); (3) assigned to a host family by a method that ensures that no student, or the student's parents, school, or other interested party materially influences that assignment in some way for an athletic purpose; and (4) not selected or placed on any basis relating to the student's athletic abilities or interests.

ARTICLE VII, FOREIGN EXCHANGE STUDENTS, INTERNATIONAL STUDENTS, AND FOREIGN STUDENTS, of the PIAA By-Laws, also provides for the eligibility for interscholastic athletics of an International Student, who is defined as a student who is (1) in the United States (US) on a US Immigration and Naturalization Service-issued F-1 visa; and (2) enters the US for reasons that are not materially motivated in some way by an athletic purpose.



Neither Foreign Exchange Students nor International Students may reside with any member of a school's paid or voluntary coaching staff, who coaches a sport or sports in which the student will participate; and both must (1) meet the requirements of ARTICLE I (the Age Rule), ARTICLE II (the Amateur Rule), and ARTICLE V (the Comprehensive Initial Pre-Participation Physical Evaluation [CIPPE] Rule) of the PIAA By-Laws, and (2) be in full-time attendance at a PIAA member school.

A Foreign Exchange Student or International Student becomes eligible for a period of one year at the PIAA member school which the student attends upon the determination of the PIAA District Committee having jurisdiction over that school that (1) the student is a Foreign Exchange Student or International Student as defined above; and (2) the student and the host parents, on behalf of the student, have executed and submitted to the District Committee the official "PIAA Foreign Exchange Student/International Student Eligibility Agreement", and required accompanying documents (applicable visa and completed PIAA CIPPE Form), by which the student and the host parents, on behalf of the student, each agrees that the student's eligibility to participate in interscholastic athletics at any PIAA member school shall end at the conclusion of the student's one-year of eligibility.

#### **CONTRACT FOR CONTESTS UNDER PIAA RULES**

In the Forms Section of the PIAA Handbook is an official PIAA form entitled "Contract for Contests Under PIAA Rules." Except where scheduling is done by or pursuant to the authority of the District Committee, all schools shall enter into either paper or electronic contracts for all Contests in which they participate. All contracts must be on the official contract form entitled "Contract for Contests Under PIAA Rules", or an equivalent electronic version thereof.

#### **SUPPLEMENT TO CONTRACT FOR CONTESTS UNDER PIAA RULES INVOLVING NON-PIAA MEMBER SCHOOLS**

In the Forms Section of the PIAA Handbook is an official PIAA form entitled "Supplement to Contract for Contests Under PIAA Rules Involving Non-PIAA Member Schools." Except where scheduling is done by or pursuant to the authority of the District Committee, all schools shall enter into either paper or electronic contracts for all Contests in which they participate. All contracts must be on the official contract form entitled "Contract for Contests Under PIAA Rules", or an equivalent electronic version thereof. Where the opponent is not a member of PIAA, the school shall also enter into a supplement to either a paper or an electronic contract on the official form entitled "Supplement to Contract for Contests Under PIAA Rules Involving Non-PIAA Member Schools", or an equivalent electronic version thereof.

#### **CONTRACT FOR OFFICIALS UNDER PIAA RULES**

In the Forms Section of the PIAA Handbook is an official PIAA form entitled "Contract for Officials Under PIAA Rules." All PIAA member schools shall enter into either paper or electronic contracts on the official contract form entitled "Contract for Officials Under PIAA Rules", or an equivalent electronic version thereof, with all registered sports officials retained by the schools or assigned by an assignor.

#### **ASSIGNOR AGREEMENT**

In the Forms Section of the PIAA Handbook is an official PIAA form entitled "Assignor Agreement." PIAA member schools and organized groups of member schools, which utilize the services of an assignor, are encouraged to enter into a written agreement with the assignor specifying the relationship with the assignor and the responsibilities of the assignor. The agreement can be modified to meet the specific circumstances as needed.

#### **REPORT OF ALLEGED VIOLATION(S) OF SEASON AND/OR OUT-OF-SEASON RULES AND REGULATIONS FORM**

In the Forms Section of the PIAA Handbook is an official PIAA form entitled "Report of Alleged Violation(s) of Season and/or Out-of-Season Rules and Regulations Form." Any person may report a season and/or out-of-season violation on that Form. The Form must be signed by the complainant. Where the complainant is a PIAA member school, the Form must be signed by the Principal or Athletic Director. The form must be submitted to the PIAA District Committee having jurisdiction over the PIAA member school allegedly committing the violation(s).

#### **PIAA APPLICATION FOR APPROVAL OF INVITATIONAL AND/OR TOURNAMENT**

In the Forms Section of the PIAA Handbook is an official PIAA form entitled "PIAA Application for Approval of Invitational and/or Tournament".

#### **PIAA APPLICATION FOR SANCTION OF BORDERING STATE(S) ATHLETIC EVENT**

In the Forms Section of the PIAA Handbook is an official PIAA form entitled "PIAA Application for Sanction of Bordering State(s) Athletic Event".

#### **2017-2018 PIAA ORDER FORM**

In the Forms Section of the PIAA Handbook is an official PIAA form entitled "2017-2018 PIAA Order Form."

#### **NATIONAL FEDERATION OF STATE HIGH SCHOOL ASSOCIATIONS (NFHS) APPLICATION FOR SANCTION OF INTERSTATE AND INTERNATIONAL ATHLETIC EVENTS SANCTIONING PROCEDURES**

In the Forms Section of the PIAA Handbook is an official NFHS form entitled "NFHS Application for Sanction of Interstate and International Athletic Events Sanctioning Procedures".

# EXHIBIT G

# **2017-2018 PIAA**

# **POLICIES**

# **AND**

# **PROCEDURES**

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**PIAA BOARD OF DIRECTORS AND DISTRICT COMMITTEES**



### **CODE OF ETHICS FOR PIAA BOARD OF DIRECTORS**

As a member of the PIAA Board of Directors, I recognize that I have an obligation:

1. To organize, develop, and direct interscholastic athletic competition by and between PIAA member schools which will promote, protect, and conserve the health and physical welfare of all participants.
2. To formulate and maintain policies that will safeguard the educational values of interscholastic athletics and cultivate the high ideals of good sportsmanship.
3. To promote uniformity of standards in interscholastic athletic competition.

In view of the foregoing considerations, it shall be my constant endeavor:

1. To devote time, thought, and study to the duties and responsibilities of a board member so that I may render effective and creditable service.
2. To work with my fellow board members in a spirit of harmony and cooperation in spite of differences of opinion that arise during vigorous debate of points at issue.
3. To base my personal vote upon all available facts in each situation; to vote my honest conviction in every case, not swayed by partisan bias of any kind; and thereafter, to abide by and uphold the final decisions of the PIAA Board of Directors.
4. To remember, at all times, that, as an individual, I have no authority to bind or commit PIAA to any relationship or agreement or to represent to the media that I speak on behalf of the organization.
5. To resist every temptation and outside pressure to use my position as a member of the PIAA Board of Directors to benefit either myself or any other individual or agency apart from the total interest of PIAA.
6. To recognize that it is as important for the PIAA Board of Directors to understand and evaluate the educational values of interscholastic athletics as it is to plan for the business of PIAA operations.
7. To bear in mind that the primary function of the PIAA Board of Directors is to establish the policies by which interscholastic athletics is to be administered, but that the administration of interscholastic athletics and the conduct of PIAA day-to-day business is the responsibility of the employed Administrative Staff.
8. To welcome and encourage active cooperation by constituents and the media of communication with respect to establishing policy on current PIAA operations and proposed future developments.
9. To support the National Federation of State High School Associations (NFHS).
10. Finally, to strive toward creating conditions for the most effective PIAA Board of Directors' service to my constituents, in a spirit of teamwork and devotion to the educational values of interscholastic athletics as the greatest instrument for the preservation and perpetuation of our respective democracy.

## **CONFLICT OF INTEREST POLICY**

The PIAA Board of Directors requires that each person serving as a member of the Board of Directors, a District Committee, employee, or an agent of PIAA (collectively, "Covered Persons"), perform their duties without influence or the appearance of influence by any other business or financial interest of such person. Each Covered Person must comply with the letter and spirit of this Policy.

No code or policy can anticipate every situation that may arise or replace the thoughtful behavior of an ethical director, officer, or employee. Covered Persons are encouraged to bring questions about particular circumstances that may implicate one or more of the provisions of this code to the attention of the President of PIAA or the PIAA Executive Director.

Potential conflicts of interest include, but are not limited to, a person's direct financial interest in a company or product which could be affected by a decision of the PIAA Board of Directors or a District Committee on which the person serves. PIAA is not critical of such interests. It merely requests that persons disqualify themselves from PIAA decisions on matters relating to such interests.

### **A. Conflict of Interest**

Each Covered Person must avoid any conflict of interest between that person and PIAA unless the relationship is approved in advance by the Board of Directors. If a Covered Person should develop or have a conflict of interest, such person shall (1) immediately identify the conflict in writing to the President of PIAA or the District Chairman, as applicable; and (2) remove themselves from any decision involving the Covered Person or a firm or company with which the Covered Person is affiliated. A "conflict of interest" can occur when:

- A Covered Person's personal or representative interest is adverse to, or may appear to be adverse to, the interests of PIAA.
- A Covered Person or a member of his or her immediate family receives improper personal benefits as a result of his or her position as an employee of PIAA.

Some of the more common conflicts are listed below:

- Relationship of PIAA with third-parties

A Covered Person may not receive a material personal benefit from a person or firm which is seeking to do business or to retain business with PIAA unless approved by the Board of Directors or the PIAA Executive Director.

- Compensation from non-PIAA sources

Covered Persons may not accept compensation for services performed for PIAA from sources other than PIAA.

- Gifts

Covered Persons may not offer, give or receive gifts from persons or entities who deal with PIAA in those cases where any such gift is being made to influence the Covered Person's actions or decisions, or where acceptance of the gifts could create the appearance of a conflict of interest. A gift, meal, or entertainment valued at more than \$100 would be presumed to create the appearance of a conflict of interest.

- Personal use of PIAA assets

Covered Persons may not use PIAA assets, labor, or information for personal use unless approved by the Board of Directors in advance.



**B. Corporate Opportunities**

Covered Persons are prohibited from:

1. Taking for themselves or third parties with which they are affiliated, opportunities that are discovered through the use of PIAA property or information or their position as a director, officer, or employee;
2. Using PIAA property or information for personal gain; or
3. Competing with PIAA for business opportunities. However, if PIAA's disinterested directors determine that PIAA will not pursue an opportunity that relates to PIAA's business, then a Covered Person may do so.

**C. Encouraging the Reporting of any Illegal or Unethical Behavior**

Covered Persons must promote ethical behavior and take steps to ensure that PIAA:

1. Encourages employees to talk to supervisors, managers, and other appropriate personnel when in doubt about the best course of action in a particular situation.
2. Encourages employees to report violations of laws, rules, regulations, or PIAA's Policy to appropriate personnel.
3. Informs employees that PIAA will not allow retaliation for reports made in good faith.

**D. Compliance Standards**

In case of doubt about the existence of a conflict, a Covered Person should submit the question and the relevant facts to the President of PIAA or the District Chairman, as applicable, for a decision.

Covered Persons must communicate any suspected violations of this Policy promptly to the Board of Directors. Violations will be investigated by the Board or by persons designated by the Board, and appropriate action will be taken in the event any violations of the Policy are confirmed.

**E. Waiver of Policy**

Any waiver of this Policy must be made by the Board of Directors.

**PIAA CONFLICT OF INTEREST STATEMENT**

The PIAA Board of Directors requires that each person serving as a Board member or employee of PIAA performs his or her duties without influence or the appearance of influence by any other business or financial interest.

Potential conflicts of interest include, but are not limited to, a person's direct financial or close personal interest in a company or product which could be affected by a decision of a committee on which the person serves. An interest in a sport camp, sporting goods manufacturer, or insurance company holds potential for a conflict.

PIAA is not critical of such interests. It merely requests that persons disqualify themselves from service to the PIAA on matters relating to such interests.

If a member of the Board of Directors or any employee of PIAA should have or develop a conflict of interest, such person shall:

1. Immediately identify the conflict in writing to the President and/or Executive Director; and
2. Remove himself or herself from any discussion or decisions involving the matter in conflict.

In case of doubt about the existence of a conflict, the question and the relevant facts should be submitted to the President and/or Executive Director for a decision.

I have read the above and agree to comply:

---

(Signature)

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(Date)

### **OPEN MEETINGS POLICY**

Purpose

To increase member school and public awareness of and input to PIAA governance functions, by clarifying criteria and procedures for member school and public access to PIAA Board of Directors' meetings.

Open Meetings

Meetings of the PIAA Board of Directors and its committees shall be open, except where closed as set forth in this policy. "Meetings" as used in this policy includes prearranged gatherings of the Board of Directors or its committees, attended by a quorum of members, at which official action on PIAA business is to be considered or taken. "Meetings" does not include training sessions, ceremonial functions, or other informal gatherings not convened for the purpose of considering or taking official action on PIAA business.

Notice

Notice of the date, time and place of all open meetings of the Board of Directors and its committees shall be made available through:

- the PIAA Calendar and
- posting on the PIAA Web site at [www.piaa.org](http://www.piaa.org).

Regular Meetings

Notice of all regularly scheduled meetings shall be provided at least three (3) calendar days prior to the time of the meeting. It is not necessary to provide additional separate notice for meetings taking place in accordance with a master schedule which has been publicized annually or at other intervals using the means listed above.

Special Meetings

Notice of any special meetings shall be given at least twenty-four (24) hours prior to the time of the meeting, except that such notice shall not be necessary when a special meeting is called to deal with a real or potential emergency involving immediate risk to life, property, the legal or financial interests of PIAA, or other matters requiring immediate action by the Board of Directors or one of its committees.

Special meetings can be called by the President or by request of a majority of the members of the Board of Directors.

The committee chairperson or a majority of the designated committee members can call committee meetings.

Minutes

The Board of Directors shall cause to be made, and shall retain as a permanent record of the organization, minutes of all open meetings of the Board of Directors. The minutes shall summarize the substance of all official

action taken by the Board of Directors, and shall be approved at the next succeeding meeting of the Board of Directors.

Publication of  
Minutes

The approved minutes shall be made available to the member schools upon request, and a list of the actions taken shall be published on the PIAA Web site at [www.piaa.org](http://www.piaa.org).

Executive Sessions

The Board of Directors and its committees may meet in executive session before, during, or at the conclusion of an open meeting, or at other times, at the call of the presiding officer or upon motion approved by a majority of the members. Executive sessions may be convened for the purpose of discussing or considering any of the following matters:

- a. labor relations and other employment issues relating to PIAA employees, officials or appointees, whether paid or unpaid;
- b. purchase or lease of real estate;
- c. pending or potential litigation and other legal issues;
- d. adjudicative functions, including hearings and appeals;
- e. other matters which should be discussed or conducted in private in order to protect individual privacy interests, to preserve a lawful privilege or confidentiality, or to avoid harm to the legal or financial interests of PIAA.

The presiding officer shall announce, at the open meeting preceding or following the executive session, which of the foregoing categories of matters was the reason for which the executive session was called.

Official action based on discussions held in executive session shall be taken at an open meeting, except with respect to situations in which taking action at an open meeting would result in the disclosure of information protected by individual privacy, lawful privilege or confidentiality, or would cause harm to PIAA legal or financial interests.

Member School and  
Public Participation

In recognition of the value to the organization of member school and public comment on issues affecting the Board of Directors' responsibility for interscholastic athletic competition, the Board of Directors shall provide an opportunity for attendees to comment on matters before the Board of Directors, prior to official action by the Board of Directors. Member school representatives shall be given priority in the scheduling of open discussion time periods.

Comments by representatives of member schools and the public attending meetings shall be made at the beginning of each meeting and shall be limited in time to no more than three minutes per individual, unless, upon advance written request, the presiding officer permits a longer presentation in special circumstances. The individual time limit may be further shortened to accommodate larger numbers of persons wishing to speak.

The portion of the meeting devoted to comment shall not exceed thirty (30) minutes, unless extended by the Board of Directors for special reasons.

Agenda

Attendees at an open meeting shall have access to a copy of the meeting agenda and attachments, except agenda attachments relative to labor relations and other employment issues relating to PIAA employees, officials,

or appointees, whether paid or unpaid; purchase or lease of real estate; pending or potential litigation and other legal issues; adjudicative functions, including hearings and appeals; and other matters which should be discussed or conducted in private to protect individual privacy interests, to preserve a lawful privilege or confidentiality, or to avoid harm to the legal or financial interests of PIAA.

#### Recording Devices

Persons attending open meetings may use audio and video recording devices so long as such use does not disrupt or interfere with the proceedings or the ability of any other attendee to observe, enter or exit the proceedings, and does not otherwise create a risk or injury to persons or property. Persons using such devices do so at their own risk and shall be solely responsible for the consequences of such use. PIAA has no responsibility for the content of any recording or the subsequent use of such contents.

#### Adjournment

The Board of Directors may, at any time, recess or adjourn a meeting to a specified time, date or place upon the vote of a majority of those present.

Notice of a rescheduled meeting shall be given as provided in this policy.

### **PIAA BOARD OF DIRECTORS' COMMITTEES, ADVISORY COMMITTEES, AND STEERING COMMITTEES**

The PIAA Board of Directors has established various Board of Directors' Committees; Advisory Committees, organized by constituency or according to subject matter; and Steering Committees, organized by constituency or with reference to particular sports in which PIAA member schools participate.

All of these committees are standing committees.

#### I. Board of Directors' Committees

The PIAA Board of Directors has established the following committees composed of members of the Board of Directors:

- |                              |                                 |
|------------------------------|---------------------------------|
| 1. Executive Committee       | 5. Nominating Committee         |
| 2. Budget Committee          | 6. Policy Review Committee      |
| 3. Compliance Committee      | 7. Strategic Planning Committee |
| 4. Human Resources Committee |                                 |

#### Executive Committee

The PIAA Board of Directors has established the Executive Committee pursuant to authority contained in the Pennsylvania Nonprofit Corporation Law ("NPCL") and has granted the Executive Committee all power and authority permitted of it by the NPCL.

The Executive Committee consists of those persons who, as of any given time, occupy the positions of President, Vice President, and Treasurer of PIAA.

The principal purpose of the Executive Committee is to review and approve proposed agendas for Board of Directors' meetings as prepared by the Executive Director, or the Executive Director's designee, from requests received from District Chairmen and member schools, and such other items as the Executive Director believes are appropriate for the information or consideration of the Board of Directors. The Executive Committee is also to be available for consultation with the Executive Director as considered appropriate by any member of the Executive Committee or the Executive Director. The Executive Committee may also act for the Board of Directors as to matters normally within the scope of the authority of the Board of Directors (except as restricted by statute) when the interests of PIAA warrant action

before the next meeting of the Board of Directors. Minutes of any such action shall be distributed to all members of the Board of Directors immediately following that meeting of the Executive Committee.

The Executive Committee shall meet prior to each regular Board of Directors meeting, sufficiently in advance of such meeting to permit finalization and distribution of the agenda for receipt by members of the Board of Directors and selected others prior to the meeting. The President, in consultation with the Executive Director, may call additional meetings of the Executive Committee.

#### Budget Committee

The purpose of the Budget Committee is to review the draft of the Operating Activities Budget and Cash Flows Budget as prepared by the Administrative Staff, and to meet with the Administrative Staff to review that draft for the purpose of preparing a recommendation to the Board of Directors relative to adoption of those budgets. The Budget Committee shall also respond to such requests, recommendations, and changes in those budgets as the Board of Directors may direct.

Each member of the Executive Committee is ex officio a member of the Budget Committee. The Treasurer shall serve as Chairman. Every even year, the President shall appoint, as additional members of the Budget Committee, rotating persons representing the even-numbered or odd-numbered Districts, together with such other members of the Board of Directors as the President may consider appropriate for that year.

The Budget Committee shall meet at the call of the President in consultation with the Treasurer and Executive Director.

#### Compliance Committee

The purpose of the Compliance Committee is to review PIAA's Constitution, By-Laws, Policies and Procedures, Rules and Regulations, and general practices to ensure that PIAA is in compliance with applicable state and federal laws.

The Compliance Committee is appointed by the President and shall meet at the call of the President in consultation with the Chairman of the Committee and the Executive Director.

#### Human Resources Committee

The purpose of the Human Resources Committee is to review the Administrative and Support Staff needs of PIAA, the PIAA Employee Handbook, and the salaries, wages and benefits of the respective Administrative and Support Staffs. Recommendations relative to increases and decreases in the number of Administrators and/or Support Staff and changes to the PIAA Employee Handbook shall be submitted to the Board of Directors for its consideration. Recommendations relative to salaries and wages of the respective Administrative and Support Staffs shall be submitted to the Budget Committee for its consideration.

Each member of the Executive Committee is ex officio a member of the Human Resources Committee. The Vice President shall serve as Chairman. Every even year the President shall appoint, as additional members of the Human Resources Committee, rotating persons representing the even-numbered or odd-numbered Districts, together with such other members of the Board of Directors, as the President may consider appropriate for that year.

The Human Resources Committee shall meet at the call of the President in consultation with the Vice President and Executive Director.

### Nominating Committee

The purpose of the Nominating Committee is to solicit from among the elected District Committee Representatives those persons who desire to occupy the positions of President, Vice President, and Treasurer of PIAA.

The Pennsylvania Association of Secondary School Principals (PASSP) Representative shall serve as Chairman. The Nominating Committee consists of members of the Board of Directors representing the Pennsylvania School Boards Association (PSBA), Pennsylvania Association of School Administrators (PASA), and Pennsylvania State Athletic Directors Association (PSADA).

The Nominating Committee shall meet not less often than annually after the March meeting of the Board of Directors, and at such other times as may be determined by the Chairman of the Committee in consultation with the Executive Director.

### Policy Review Committee

The purpose of the Policy Review Committee is to review proposed new Board of Directors' policies, and make recommendations to the Board of Directors with regard to Board of Directors' policies.

The Policy Review Committee is appointed by the President and shall meet at the call of the President in consultation with the Chairman of the Committee and the Executive Director.

### Strategic Planning Committee

The purpose of the Strategic Planning Committee is to review the functions of PIAA in the areas of finance, operations, and programs; and to plan a course of action for the future of PIAA that will ensure financial security, maintain successful operations, and enhance program offerings.

Each member of the Executive Committee is ex officio a member of the Strategic Planning Committee. The President shall serve as Chairman. The Strategic Planning Committee consists of the elected District Committee Representatives.

The Strategic Planning Committee shall meet not less often than every other even-numbered year at the call of the President in consultation with the Executive Director.

## II. Advisory Committees

The following Advisory Committees have been established:

- |  |                                       |
|--|---------------------------------------|
| 1. Coaches' Advisory Committee             | 4. Parents' Advisory Committee        |
| 2. Committee on Gender and Minority Equity | 5. Sports Medicine Advisory Committee |
| 3. Media Advisory Committee                |                                       |

### Coaches' Advisory Committee

The purpose of the Coaches' Advisory Committee is to maintain open lines of communication between PIAA and representatives of each of the statewide high school sport specific Coaches associations, with regard to recruiting and retaining qualified Coaches, Coaching opportunities for women and members of minority groups and Coaches education programs.

Membership of this committee shall consist of the President, or the President's designee, of each of the statewide high school sport specific Coaches associations.

The committee shall meet three times each year, in conjunction with the fall, winter, and spring sports steering committees, and at such other times as may be determined by the Executive Director.



#### Committee on Gender and Minority Equity

The purpose of the PIAA Committee on Gender and Minority Equity is to increase opportunities for women and members of minority groups for involvement in the various aspects of interscholastic athletics.

PIAA will act directly in those areas under its control, including the registration of sports officials and the retention of Contest management and administrative personnel, and will act in a recommendatory capacity as to those persons and positions under the control of PIAA member schools, such as student-athletes, Coaches, and athletic administrators.

The PIAA Board of Directors, in consultation with the Chairmen of the PIAA District Committees, shall select the members of the committee.

The committee shall meet at the call of the Executive Director.

#### Media Advisory Committee:

The purpose of the PIAA Media Advisory Committee is to maintain open lines of communication between PIAA and the sports departments of cable television systems, broadcast television stations, radio stations, and newspapers and magazines with regard to cablecasting and/or telecasting, radio broadcasting and print media coverage of Inter-District Championship Contests, and the coverage of such events for sports news purposes.

Membership on this committee shall be as selected by the PIAA Board of Directors in consultation with the Pennsylvania Cable and Telecommunications Association, the Pennsylvania Association of Broadcasters, Pennsylvania Newspapers Publishers' Association, and representatives of sports departments of newspapers, respectively.

The committee shall meet not less often than annually, at the PIAA Summer Workshop, and at such other times as may be determined by the Executive Director.

#### Parents' Advisory Committee

The purpose of the Parents' Advisory Committee is to maintain open lines of communication between PIAA and representatives of parent organizations that are directly involved with student activities at PIAA member schools.

The Chairman of each PIAA District shall appoint a male and a female representative of a parent organization that is directly involved with student activities at a PIAA member school under the jurisdiction of that District Committee.

The committee shall meet not less often than each even-numbered year, at the PIAA Summer Workshop, and at such other times as may be determined by the Executive Director.

#### Sports Medicine Advisory Committee

The purpose of the PIAA Sports Medicine Advisory Committee is to promote the health and safety of interscholastic athletes by providing medical advice to the PIAA Board of Directors, encouraging continuing education (in-service) programs for physicians, certified athletic trainers, and others who contribute to the sports medicine effort at the interscholastic level, promoting more effective working relationships among all persons associated with interscholastic athletics, and providing, upon request, site coverage at PIAA Inter-District Championship Contests.

Membership on this committee shall include, but not be limited to, physicians, certified athletic trainers, other health professionals, and athletic administrators.

Members of the committee shall be selected by the PIAA Board of Directors in consultation with the Chairmen of the PIAA District Committees, recognized organizations of health professionals, and existing members of the committee.

The committee shall meet not less often than annually, prior to the March meeting of the PIAA Board of Directors, and at such other times as may be determined by the Executive Director.

Guidelines and other statements recommended by the Sports Medicine Advisory Committee and approved by the PIAA Board of Directors shall be included in the PIAA Handbook.

### III. Steering Committees

Steering Committees other than those identified with a particular sport are the following:

- |                               |                       |
|-------------------------------|-----------------------|
| 1. Athletic Directors         | 4. Officials' Council |
| 2. Girls' Athletics           | 5. Private Schools    |
| 3. Junior High/Middle Schools | 6. Sportsmanship      |

With the exception of the Officials' Council, each PIAA District shall select one member to serve on each of the foregoing Steering Committees. Where a District Committee has a member representing one of the above constituencies, that person shall be the District's representative on that committee.

The Officials' Council shall be composed of the elected representative(s) of the PIAA-registered sports officials in each District.

The member Private Schools' Steering Committee shall be comprised solely of persons currently employed by a PIAA member Private School or as a school administrator currently employed in the central office of a Private Schools' education system that has at least one member in PIAA. If a District Committee does not have a Committee member who is currently employed by a PIAA member Private School or as a school administrator currently employed in the central office of a Private Schools' education system that has at least one member in PIAA, that District Committee shall designate an individual currently employed by a PIAA member Private School or as a school administrator currently employed in the central office of a Private Schools' education system that has at least one member in PIAA, which is under the jurisdiction of that PIAA District Committee, as that District's representative on the PIAA Member Private Schools' Steering Committee. Any PIAA District Committee that does not have a PIAA member Private School under its jurisdiction shall not be represented on the PIAA Member Private Schools' Steering Committee.

With the exception of the Junior High/Middle Schools', Girls' Athletics, Athletic Directors', and Private Schools' Steering Committees, each of these Steering Committees shall meet not less often than annually, at the PIAA Summer Workshop, and at such other times as may be determined by the Executive Director.

The Junior High/Middle Schools' and the Girls' Athletics Steering Committees shall meet not less often than each odd-numbered year and the Athletic Directors' and Private Schools' Steering Committee shall meet not less often than each even-numbered year, at the PIAA Summer Workshop, and at such other times as may be determined by the Executive Director.

The remaining Steering Committees are organized according to sport, and consist of the following:

- |                       |                         |
|-----------------------|-------------------------|
| 7. Baseball           | 15. Softball            |
| 8. Basketball         | 16. Soccer              |
| 9. Competitive Spirit | 17. Swimming and Diving |
| 10. Cross Country     | 18. Tennis              |
| 11. Field Hockey      | 19. Track and Field     |
| 12. Football          | 20. Volleyball          |
| 13. Golf              | 21. Wrestling           |
| 14. Lacrosse          |                         |

The Chairman of each PIAA District shall appoint a member of, or other representative from, the District Committee to each of the foregoing committees where the particular sport is participated in by PIAA member schools within the District. The person appointed shall have specialized knowledge as to the sport.

In addition, the PIAA-appointed statewide rules interpreter in that sport and the president or the president's designee of the statewide high school Coaches' association in that sport shall be members of each of the foregoing committees.

Each of these Steering Committees shall meet not less often than annually, following the applicable sport season (fall, winter, or spring), and at such other times as may be determined by the Executive Director.

The purpose of these committees is to use their knowledge and expertise in the particular sport to make recommendations to the PIAA Board of Directors with regard to matters involving that sport.

Minutes of all meetings of all Board of Directors Committees, Advisory Committees and Steering Committees shall be prepared by the Executive Director, or the Executive Director's designee, submitted to the PIAA Board of Directors, and retained at the PIAA Office consistent with the PIAA Policy Regarding Retention of Records.

#### **POLICY FOR ELECTION AND REPLACEMENT OF OFFICERS**

On an annual basis, and between January 1 and May 1 of the applicable year, the PIAA Nominating Committee shall solicit nominations for the positions of President, Vice President, and Treasurer of PIAA. Any member of the PIAA Board of Directors may submit a nomination, provided that the nominees are members of the Board of Directors.

On an annual basis, and before May 1 of the applicable year, the Nominating Committee shall submit to the Board of Directors a slate of officers for consideration by the Board of Directors and may, at its discretion, set forth recommendations for the positions of President, Vice President and/or Treasurer.

The annual election of officers of PIAA shall occur at the last regularly scheduled meeting of the Board of Directors immediately preceding July 1 of any given year. In addition to the proposed slate of the Nominating Committee, nominations for the positions of President, Vice President, and Treasurer of PIAA may be made by any member of the Board of Directors from the floor.

Each member of the Board of Directors shall have one vote. Unless unanimously agreed to by the Board of Directors, the election shall be conducted by written ballot. Ballots shall not be required to be signed. Ballots shall be counted by the Executive Director, the Director of Legal Affairs, and Legal Counsel for PIAA, or their respective designees.

The candidate having a majority of ballots of those present and voting shall be the winner of the election. No absentee ballots are permitted. If there are multiple candidates and, after the first ballot, no candidate has a majority of the cast ballots, the candidate receiving the fewest ballots shall be dropped and a second ballot taken with the remaining candidates. This process shall continue until a candidate has a majority of the ballots cast. The results of each ballot shall be announced by the Executive Director in open session. Those officers elected shall take office effective July 1.

Should an election not occur until after July 1, or should an officer die, resign, or be removed, an election to replace that officer shall be held at the next regularly scheduled meeting of the Board of Directors and the officer(s) so elected shall take office immediately and shall serve until the following July 1. In the interim, the President shall appoint a replacement to temporarily fill the vacancy. In the absence or disability of the President, the Vice President shall perform the duties and execute the powers of the President until a replacement is elected.

Should an officer be determined, by a 2/3 vote of the members of the Board of Directors, to be incapable of performing the responsibilities of the office, the Board of Directors shall elect an interim officer to serve in the place of the infirm officer until that officer is able to resume the duties of his or her office.

An officer may be removed for any, or no, reason by a 2/3 vote of the Board of Directors. Notice of the anticipated motion to remove the officer shall be sent to the officer and all members of the Board of Directors at least ten (10) days prior to consideration of the motion.

#### **PROTOCOL FOR APPROVING AND IMPLEMENTING CHANGES TO THE BY-LAWS, POLICIES AND PROCEDURES, AND/OR RULES AND REGULATIONS OF PIAA**

To enable the PIAA Board of Directors to have sufficient time to properly consider changes to the By-Laws, Policies and Procedures, and/or Rules and Regulations of PIAA, to provide PIAA member schools with sufficient lead time to respond to proposed changes to the By-Laws, Policies and Procedures, and/or Rules and Regulations of PIAA and to provide the Executive Director and Administrative Staff sufficient lead time to properly disseminate the proposed changes the following procedures are recommended:

1. All proposed changes must receive two (2) readings by the Board of Directors and can only be voted on at a third reading by the Board of Directors.
2. All proposed changes must appear in the Minutes of two (2) regularly scheduled meetings of the Board of Directors, and those Minutes must be posted to the PIAA Web site at [www.piaa.org](http://www.piaa.org) before the Board of Directors can vote on the proposed changes.
3. Changes that are approved by the Board of Directors, beginning with the first Board of Directors meeting in July through the last meeting of the Board of Directors in May, will become effective July 1 of the following school year, and these approved changes will be posted to the PIAA Web site at [www.piaa.org](http://www.piaa.org) for the following school year.

The procedures set forth in this Protocol may be made inapplicable to any change which, in the judgment of the Board of Directors, should, in the interest of PIAA and/or its members, become effective earlier than as provided in this Protocol, including immediate effectiveness. The vote required for the Board of Directors to make this Protocol inapplicable to a particular change shall be the same as the vote necessary to make the change.

#### **PIAA BOARD OF DIRECTORS' MEETING PROTOCOLS**

Generally, meetings of the PIAA Board of Directors are administered in a fairly informal manner, with a goal of open and frank discussion on topics of interest to the Board. For this reason, formal procedural rules are not enforced. The following, however, provides guidance as to handling of motions brought before the Board.

1. **TABLING A MOTION:** A request to table a motion must be seconded. It is not debatable and requires a majority vote.
2. **REFERRING A MOTION TO COMMITTEE:** A request to send another motion to a PIAA Board of Directors' committee, advisory committee, and/or steering committee for its consideration and review must be seconded, is debatable, and requires a majority vote.
3. **"CALL THE QUESTION":** A motion to stop debate and vote on the underlying motion must be seconded, is not debatable, and requires a 2/3 vote.
4. **RECONSIDERING A MOTION:** A request to reconsider a prior decision at the same meeting must be seconded, is debatable, and requires a majority vote.

**5. VOTES ON MATTERS.**

A. Votes on most matters are presumptively taken by voice. To the extent that a split occurs, the presiding officer may request a show of hands to obtain an accurate count of yeas and nays.

B. At the discretion of the presiding officer, votes on final approval of proposed amendments to the PIAA Constitution; changes to the PIAA By-Laws, Policies and Procedures, and/or Rules and Regulations; and/or other matters of significance, may be taken by roll call vote.

C. Upon motion of any member of the Board of Directors, and thereupon by majority vote of those present, a motion may be voted on by either roll call or by secret ballot. A request to conduct a vote by roll call or secret ballot is not debatable and is approved upon a majority voting in favor.

6. Matters not covered in this Policy shall be resolved by the presiding officer. To the extent that a Board member disagrees with a decision of the presiding officer, the Board member may move for the Board to proceed in a different manner. Said motion must be seconded, is debatable, and is approved upon majority vote.

**POLICY REGARDING PIAA-APPOINTMENT OF CHAIRMEN OF DISTRICT COMMITTEES  
AS DISTRICT CHAMPIONSHIP CONTEST MANAGERS AND  
APPOINTMENT OF THEIR RELATIVES TO SERVE AS EVENT PERSONNEL**

PIAA District Committees may appoint or designate their Chairmen to serve as District Championship Contest managers whenever those Chairmen are the Chairperson of that sport in that PIAA District, or have been designated by that District Committee's Chairperson to do so.

PIAA District Committees shall not permit immediate family members of their Chairmen from serving as event personnel at District Championship Contests, except under exigent circumstances, and with appropriate documentation.

**POLICY REGARDING PIAA-APPOINTMENT OF MEMBERS OF BOARD OF DIRECTORS AS  
INTER-DISTRICT CHAMPIONSHIP CONTEST MANAGERS AND APPOINTMENT OF THEIR  
RELATIVES TO SERVE AS EVENT PERSONNEL**

PIAA may appoint or designate members of the PIAA Board of Directors as Inter-District Championship Contest managers whenever the involved member is the Chairperson of that sport in the PIAA District in which the Contest is being played, or has been designated by that Chairperson.

PIAA shall not permit immediate family members of the members of the PIAA Board of Directors from serving as event personnel at Inter-District Championship Contests, except under exigent circumstances, and with appropriate documentation.

**POLICY REGARDING ANNUAL REPORT OF  
PIAA BOARD OF DIRECTORS TO MEMBER SCHOOLS**

PIAA shall provide for an Annual Report of the PIAA Board of Directors to the member schools.

**POLICY REGARDING INVESTIGATORS**

District Committees and/or Board of Directors may employ at their cost an Investigator to investigate, request, receive and/or otherwise obtain information (written and/or oral) regarding students and/or school violations of the Constitution, By-Laws, Policies and Procedures, and Rules and Regulations of PIAA.

## **DISTRICT ACCOUNTABILITY POLICY**

### **A. DISTRICT PERSONNEL**

"District Employees" are those persons hired to work for PIAA Districts in a full-time or part-time employment capacity. This Policy is not intended to apply to independent contractors utilized by Districts.

District Employees may be hired and terminated by District Chairmen and District Executive Directors only following consultation with the PIAA Executive Director. The terms and conditions of all management level employees shall be set forth in a written agreement executed by the employee and the District Chairman or District Executive Director. For all at-will employees, Districts are encouraged to identify basic terms and conditions in a letter offering employment to the prospective employee. District Chairmen and/or District Executives shall also consult with the PIAA Executive Director as to the terms and conditions of employment, including the amount of compensation to be paid to all District Employees.

All Districts and District Employees shall comply with the provisions of the PIAA Employee Handbook.

### **B. CONTRACTS**

Districts, through their designees, are authorized to enter into written contracts for Chairmen Host Site Agreements: All Districts may enter into contracts for the purposes of exercising their powers and duties; provided, however that contracts must be consistent with the standard forms which have previously been approved by the PIAA Executive Director. If a prospective host site desires to use its own form contract, or if a party desires to use terms or agreements not previously approved by the PIAA Executive Director, the District, through its designees, must consult with PIAA's Director of Legal Affairs prior to said contract being executed.

Any person purporting to execute an agreement on behalf of PIAA who has not been authorized to do so is subject to immediate discipline including, if an employee, immediate termination of employment from PIAA and, if a volunteer, immediate removal from any and all elected and/or appointed PIAA positions.

### **C. SPONSORSHIP AGREEMENTS**

District Committees, through their designees (District Chairmen, District Executive Directors, etc.) shall consult with the PIAA Executive Director before entering into any sponsorship agreements with third parties.



**PROCEDURAL STANDARDS FOR HEARINGS**



**PROCEDURAL STANDARDS FOR  
REGIONAL PANELS AND DISTRICT COMMITTEES**

**I. Introduction**

These procedural standards apply to matters heard by PIAA Regional Panels, PIAA District Committees, and PIAA District Committee Hearing Panels.

**II. Matters Under Regional Panel and District Committee Jurisdiction**

**A. Pursuant to ARTICLE VIII, REGIONAL PANELS, Section 5, Powers and Duties of a Regional Panel, of the PIAA Constitution, Regional Panels have the authority to hear the following matters:**

1. Disputes between two or more PIAA member schools located in the participating Districts.
2. Matters arising under ARTICLE VI, TRANSFERS, RESIDENCE, AND RECRUITING, of the PIAA By-Laws, involving Transfers or athletic recruiting, involving students and/or schools from two or more PIAA Districts.
3. Alleged breaches of contracts that affect multiple Districts or schools in multiple Districts.
4. Alleged violations by Cross-District Schools of the Constitution, By-Laws, Policies and Procedures, and Rules and Regulations of PIAA arising out of Contests between member schools from two or more PIAA Districts.

**B. Pursuant to ARTICLE IX, DISTRICT COMMITTEES, Section 3, Powers and Duties of a District Committee, District Committees have the authority to hear the following matters:**

1. The eligibility of a student at a member school located within the District.
2. Whether a member school, or a person employed by or connected with a member school (including a student) located within the District, has committed a violation of the PIAA Constitution, By-Laws, Policies and Procedures, and/or Rules and Regulations, and if so, what, if any, penalty should be imposed.
3. To recommend to the Board of Directors whether a member school located within the District should be permitted to transfer to the jurisdiction of an adjacent District and to recommend whether a member school located in another District should be permitted to transfer to the jurisdiction of the District.

**III. Manner in which Matters may arise before Regional Panel or District Committee**

**A. Matters may be brought before the Regional Panel in any of the following ways:**

1. On a request by a member school to resolve a dispute between that member school and one or more PIAA member schools located in another PIAA District.
2. On a complaint made by a member school regarding matters arising under ARTICLE VI, TRANSFERS, RESIDENCE, AND RECRUITING, of the PIAA By-Laws, involving Transfers or athletic recruiting involving schools from two or more PIAA Districts.
3. On a complaint made by a member school alleging violations by a school in another PIAA District of the Constitution, By-Laws, Policies and Procedures, and Rules and Regulations of PIAA.
4. On the Regional Panel's own initiative, as a result of information received from any source.

**B. Matters may be brought before the District Committee in any of the following ways:**

1. On a request by a member school within the District Committee to consider an issue.
2. On a complaint made by member school within the District relating to the conduct of another school, its personnel and/or students. Such complaints must be in writing and submitted to the District Chairman. Where a District has a staffed office hired personnel, receipt at the office or by the District Representative will be treated as compliance with this requirement.
3. On the District Committee's own motion, as a result of information received from any source.
4. Students and other individuals desiring that the District Committee hear a matter shall contact their school Principal. The member school, regardless of whether it supports the request, should forward the request to the District Chairman so that the matter may be heard. In so doing, the member school may state whether it supports or opposes the position of the person requesting to be heard.
5. On referral or remand from the Board of Directors or a Board of Appeal. This is most likely to occur where information at an appeal hearing leads the Board to consider that there is a possible issue as to discipline or eligibility or if new evidence is presented which was not previously considered by the District Committee.

**IV. Manner of Regional Panel or District Committee Consideration of Matter**

**A. Without a Hearing.**

A decision may be made without a hearing under the following circumstances:

1. Where a member school seeking action requests a decision on the paperwork and without a hearing.
2. Where a request for a decision as to the athletic eligibility of a student is uncontested and the Committee determines that it can be approved on the basis of the submitted paperwork.

**B. With a Hearing.**

**A hearing should be held:**

1. In any matter (1) which is contested, (2) where information which has been provided is insufficient to issue a ruling based on the paperwork, (3) where there is a reasonable expectation of a disagreement as to important facts, or (4) where the issues appear complicated or uncertain; or (5) where a member school requests a hearing.
2. Prior to a determination under ARTICLE VI, TRANSFERS, RESIDENCE, AND RECRUITING, of the PIAA By-Laws, that a student's Transfer was materially motivated in some way by an athletic purpose.
3. Prior to a determination under ARTICLE VI, TRANSFERS, RESIDENCE, AND RECRUITING, of the PIAA By-Laws, that a student who is not otherwise eligible under ARTICLE VI transferred for reasons was not materially motivated in some way by an athletic purpose.
4. Prior to a determination under ARTICLE VI, TRANSFERS, RESIDENCE, AND RECRUITING, of the PIAA By-Laws, that a Coach and/or member school engaged in recruiting for an athletic purpose.
5. In any situation where there is a reasonable possibility that penalties may be imposed against a sports official, a member school, student or an individual employed by or connected or affiliated with a member school.

6. In any instance where a member school submits a complaint against another member school, its students and/or its personnel.

**C. Decision-Makers.**

Except as provided herein, all members of a Regional Panel or District Committee are eligible to vote on all matters falling within their respective jurisdictions. No person shall, however, deliberate or vote on, or serve upon the Panel or a Hearing Panel in, any matter involving such member's school or (with the exception of the members of the PIAA District VIII Committee and, as to matters involving only public PIAA member schools in the City of Philadelphia, the PIAA XII Committee) school district.

**V. Notification of Hearing.**

- A.** In all cases where a hearing is to be held, written notice shall be sent to the Principal of the schools involved advising him/her of the following:

1. The date, time, and place of the hearing.
2. How the matter arose (by request of the student's school, complaint of another school, or by the Regional Panel or District Committee's receipt of information).
3. The issue(s) involved, citing (if possible) the applicable provision(s) of the PIAA Constitution, By-Laws, Policies and Procedures, and/or Rules and Regulations. This should be sufficiently specific to inform the parties of the scope of the issues, but sufficiently general to cover collateral issues that may arise. (For example, a case arising under the Transfer Rule may be identified simply as involving ARTICLE VI, TRANSFERS, RESIDENCE, AND RECRUITING, of the PIAA By-Laws, but if the precise section or sections are known, they could also be identified).
4. The fact that the school and any individuals involved, including students, are entitled to bring with them to the hearing any persons whom they desire to attend, to submit any written material which they desire, and to be represented by counsel. Where any party intends to submit written material, they should bring an appropriate number of copies for the panel and any other parties. If written materials are received by the Regional Panel or District Committee in advance, it should provide sufficient copies for the decision-makers and all other parties.
5. Any local ground rules for hearings (which may not conflict with these Standards).
6. That, if the Principal has any questions, that Principal is to contact an identified person (Regional Panel Chairman, District Chairman, District Executive, etc.).
7. Any time limitations applicable to the hearing.

- B.** Where a student's eligibility is at issue and/or any adult may be subject to sanction as a result of findings by the Regional Panel or District Committee, the member school shall be directed to forward the written notification of the hearing to such persons. Where such notice is not timely provided, any student and/or person whose interest is at issue may request a continuance of the hearing until that person has an opportunity to properly prepare for the hearing. Where notice is not provided, and the hearing proceeds without the person whose interest is at issue, the lack of notice is prima facie grounds for striking the imposition of any sanctions against said individuals.

- C.** Where possible, the notice letter should be mailed, e-mailed, or faxed under circumstances that would result in its being received by the Principal at least two weeks before the hearing. A shorter period of notice may be appropriate depending on factors such as the parties' ease of preparing for the hearing, a party's request for an earlier hearing, or the scheduling of meetings of the Regional Panel, District Committee, or a Hearing Panel.

- D. Where the matter arises on the written complaint of member school, the notice letter to the accused school shall include a copy of the written complaint and any other written materials submitted by the complaining school.
- E. Member schools are expected to cooperate in any investigations and, upon request of PIAA, to have representatives of the school attend the hearing and be prepared to present evidence setting forth the position of the school.
- F. Where a participating school is aware that a party is represented by counsel, the school shall provide said counsel with a copy of the letter notifying the Principal of the hearing.
- G. PIAA does not have subpoena power and, therefore, no power to compel the attendance of witnesses and the production of documents. However:
  - 1. ARTICLE XIII, PENALTIES, of the PIAA By-Laws, provides that "all PIAA member schools shall cooperate fully with PIAA District Committees, Regional Panels, and/or the PIAA Board of Directors, within their respective jurisdiction, to further the objectives of PIAA and to investigate incidents relating to disciplinary matters and application of the PIAA Constitution, By-Laws, Policies and Procedures, and/or Rules and Regulations. All PIAA member schools shall make available, upon request by the District Committee, Regional Panel, and/or the Board of Directors, documents relating to a particular incident and shall further make available for questioning Principals, Athletic Directors, Coaches, student-athletes, and other school and/or Team personnel whose testimony may be desired by the District Committee, Regional Panel, and/or the Board of Directors."
  - 2. The PIAA Constitution authorizes Regional Panels and District Committees to receive, request, or require data from member schools. This provision authorizes the District Committees and Regional Panels to require member schools to present a witness to testify concerning that data.
  - 3. ARTICLE XVII, CERTIFICATION OF CONTESTANTS, Section 2, Information to be Furnished in Case of Dispute, of the PIAA By-Laws, authorizes the Regional Panel or District Committee to require eligibility data from the Principal. The power to require that person's presence is inferred.
- H. Hearings may be arranged by telephone contact with the Principal; however, where this is done, a confirmatory letter or e-mail in accordance with the foregoing Standards should promptly be prepared and sent to the appropriate recipients.

**I. Continuances and Postponements.**

A request by any party for a continuance or postponement of a hearing shall be sent in writing to the Regional Panel Chairman or District Chairman, who shall have the discretion to grant or deny the request. Requests should set forth the reasons for requesting the continuance or postponement of the hearing, and should be submitted at least one week prior to the scheduled date of the hearing. Where there will be no prejudice to any party, the request should be given serious consideration by the Regional Panel Chairman or District Chairman.

Requests made within one week of the scheduled hearing will be granted only upon the showing of unforeseen circumstances and compelling grounds, and if the hearing can be rescheduled without prejudice to the other parties.

Requests made on the day of the hearing may be decided by the presiding officer or submitted by him/her for consideration by the body hearing the appeal. Requests made on the day of the scheduled hearing will be granted only upon the showing of unforeseen circumstances and compelling grounds, and if the hearing can be rescheduled without prejudice to the other parties. As a condition of granting the request, the party requesting



the continuance or postponement may be required to reimburse other parties for expenses incurred in attending the hearing.

**VI. Conduct of Hearing**

- A.** Consistent with local practice, introductions should be made of all persons present.
- B.** The presiding officer should begin the hearing with a brief introductory statement which identifies the manner in which the matter arose, the issue(s) or the rule(s) involved, and any local ground rules for hearings.
- C. Confidentiality (Student Information).**

During hearings, when a student, the student's family, and/or the student's school, anticipates that Personal Private Information (as defined in the GLOSSARY of the PIAA By-Laws) relating to the student and/or the student's family or others may be disclosed, the student, the student's family, and/or the student's school may request that the all or parts of the matter be closed to persons not involved in the hearing or affiliated with PIAA. Absent objection, and under normal circumstances, the presiding officer should honor such request.

If any person objects to closure of the hearing, the presiding officer shall consider the merits of the respecting positions and determine whether complete or partial closure of the matter is appropriate. In reaching such decision, the presiding officer shall carefully consider the privacy interests of students as the primary factor to be weighed, but shall take into account a general goal of openness of proceedings. Where closure is deemed appropriate, and it is feasible to do so, the presiding officer should limit closure to those parts of the hearing where Personal Private Information of the student or the student's family is likely to be disclosed.

**D. Confidentiality (Other Information).**

Where actions may be taken against a school or its personnel, or PIAA-registered sports officials, the school or adults who may be subject to sanction may request that all or parts of the matter be closed to persons not involved in the hearing or affiliated with PIAA. Under normal circumstances, and if no objection is made, such request may be honored by the presiding officer when potentially criminal conduct or the employment of Coaches or other school personnel may be at issue. In other instances, the presiding officer should be reluctant to close the hearing.

If any person objects to closure of any part of the hearing, the presiding officer shall consider the merits of the respecting positions and determine whether complete or partial closure of the matter is appropriate. In reaching such decision, the presiding officer shall weigh the privacy interests of persons or school seeking closure and the legitimate interest of PIAA members and the public in knowledge of enforcement of the PIAA Constitution, By-Laws, Policies and Procedures, and Rules and Regulations. Where closure is deemed appropriate, and it is feasible to do so, the presiding officer should attempt to limit closure.

**E. Order of Proceeding.**

1. Where the matter arose on the complaint of a member school, the representatives of that school shall be requested to make the first presentation.
2. Where the matter involves the eligibility of a Transfer student, representatives of the transferor/sending school should be requested to make the first presentation.
3. Where the matter involves a complaint of athletic recruiting, the complaining school or party shall make the first presentation.
4. The time for hearing from witnesses not affiliated with schools, such as sports officials, is determined according to the position they are expected to support. This is something that is often decided at the hearing.

**F.** The evidentiary portion of the hearing shall begin with the presiding officer calling upon the applicable Principal or the Principal's designee to present the matter. The designee could include school personnel, the school district's solicitor, counsel for the person whose interest is at stake, or a parent or a guardian of the student involved. Leeway is to be provided to counsel representing any person, but if a dispute arises between counsel and the Principal, the Principal is to be given the first opportunity to speak, and counsel should be given an opportunity to do so thereafter.

**G.** Consistent with the maintenance of an orderly and informative hearing, the manner of presentation of a school's case shall be as chosen by the Principal or the Principal's designee.

1. While the manner of presentation may involve formal trial-type proceedings in which witnesses are called and asked questions, it is more common (and usually more effective and efficient) for witnesses to simply be asked to present their testimony/evidence.
2. Reasonable cross-examination of witnesses is permitted. Cross-examination may be conducted by one representative of any party, such as a school's principal, or the school's counsel, and by a student or the student's counsel or parent.
3. Any person in attendance is subject to questioning by a school, party, member of the Regional Panel or District Committee, counsel for the Regional Panel or District Committee, or other person so authorized by the chair. NOTE: if a member of the Regional Panel or District Committee has personal knowledge of relevant facts, that person should identify such knowledge. He/she is then subject to questioning by any other person and may be asked by any party to be disqualified from participating in deliberations and voting on the matter.
4. Counsel cannot reasonably expect formal rulings on legal objections in the context of the hearing. However, if an evidentiary objection is raised, the presiding officer may indicate that the objection will be taken under advisement and the applicability/admissibility of the evidence considered during deliberations. The presiding officer also has the authority to control issues of relevance and repetitiveness even in the absence of any objection.
5. Approach to hearsay generally: Hearsay, as a general matter, is testimony, affidavits, statements, and/or other documents which convey what another person, not present to be cross-examined at the hearing, previously said about something that is now relevant to the proceeding. Because other parties and the decision makers do not have an opportunity to question the person making the statement(s), the evidence should not be relied upon unless there are strong indicia that the information is reliable. Unsubstantiated rumors are particularly unreliable. There are several situations in which hearsay can be used or relied upon by the decision makers:

- a. If the alleged speaker is present for the hearing and can be questioned about it, the hearsay may be admitted. Also, if the adverse party admits to the accuracy of the statement, it can be admitted as well.

**Example:** A Principal testifies that a parent told the Principal that a student told the parent that he or she was transferring to play for a particular Coach. If the parent is present to confirm that discussion, it can be considered. Also, if the student is present and confirms the discussion, it can be admitted. If the student denies the discussion, and there is no other corroborating evidence, it should not be considered.

- b. The hearsay may be used, even if not relied on in the decision, to question other witnesses.

**Example:** A newspaper article containing information is hearsay since it was written by someone not in the hearing. However, adverse parties and the decision makers may question witnesses about contents of the article.

- c. School, business, medical, and governmental records, if prepared in the normal course of the entity's operations, can be admitted and relied upon.

**Example:** Transcript, attendance records, and other school forms may be relied upon as accurate.

- d. Documents that have indicia of reliability. This is left to the discretion of the decision makers but, if accepted, an explanation should be provided as to why the information is believed to be credible and should be relied upon by the decision makers.

**Example:** Leases and sales agreements for homes if prepared and signed by realtors can usually be relied upon as supporting the existence of a sale or lease of property.

- e. The hearsay may be used to explain why someone did something.

**Example:** A witness may testify that he or she did something in reaction to what someone else told that person. What was told to the witness, however, may not be relied on as necessarily being truthful.

- f. The hearsay is not being offered for its truth.

**Example:** A witness says that a friend told him that the sky was blue one day. If it doesn't matter to the case what color the sky was, and the statement was made for other purposes, it can be considered (but not to prove that the sky was blue).

- g. Statements of a party whose interest is at issue.

**Example:** A school official testifies about what a student whose eligibility is at issue tells that school official. The statement is admissible regardless of whether the student is present at the hearing.

**6. Sworn and unsworn statements:** Parties will often offer sworn or unsworn statements at hearings. While sworn statements may be more reliable than unsworn ones, both still constitute hearsay because other persons at the hearing cannot question the person making the statement. Therefore, they should be relied upon only if undisputed or there is other evidence that supports the reliability of the statements made therein.

#### **H. Length of Hearings.**

Presentations at the hearing should be limited to no more than forty-five (45) minutes per party, including questions to adverse witnesses. Unless a student's interest differs from that of the student's school, the student's time for presentation shall be included within the period set for the presentation of the student's school. Should a party believe that its presentation is likely to require more than forty-five (45) minutes, it should request the presiding officer to permit an extension of the deadline. Absent showing of good cause, a party will not be permitted an extension of more than fifteen (15) minutes. Also, parties should be aware that several hearings are often scheduled for the same day. If a need for an extension is known, it should be requested as early as possible so that schedules

can be established in a manner minimizing inconvenience to other schools and witnesses.

**I. Other Procedural Issues.**

1. **Tape Recordings.** Parties may tape record hearings if such recording is unobtrusive and does not interfere with the hearing process. Video recordings are not allowed. Hearings and presentations will not be delayed or altered to accommodate persons desiring to record the hearing.

2. **Transcription of Hearing.** Where a request is made by a party that the hearing be transcribed by a court reporter, such transcription shall be permitted so long as (1) it is at the expense of the requesting party, and (2) PIAA receives a copy of the transcript at the expense of the requesting party contemporaneously with the delivery of the original to the requestor. The Regional Panel or District Committee, on its own, may elect to transcribe the hearing. If it chooses to do so, it will bear the expense for attendance of the court reporter. Costs for a transcript sought by a party must be borne by the party requesting preparation of the transcript and a copy must be provided by the requesting party to PIAA.

3. **Swearing of Witnesses.** Swearing of witnesses is not permitted absent the consent of the witness.

4. **Sequestration of Witnesses.** Sequestration of witnesses (so that witnesses not be able to hear the testimony of other witnesses) is at the discretion of the presiding officer. Such requests generally relate to anticipated credibility problems with subsequent witnesses if they have heard prior witnesses. Sequestering of witnesses should be permitted where there is a sound basis for preventing future witnesses from hearing the testimony of earlier ones. Parties to the proceeding (including at least one representative of a school) may not be sequestered.

5. **Review of Video Media.** Video media of Contests and other activities are treated as any other piece of evidence which may be of use to the District Committee. Those persons intending to use such video media at a hearing should be prepared to identify and show the specific parts of relevant video, but should have the entire video of the event available as well. Persons intending to present such evidence should make arrangements in advance to ensure that the video media can be viewed by all present.

J. All persons who are in attendance and who desire to speak to the issue(s) shall be afforded an opportunity to do so.

K. Before concluding the testimonial portion of the hearing, the presiding officer shall inquire as to whether every person who desired to present evidence has done so. When no one else desires to do so, the presiding officer shall state that the hearing is closed.

**VII. Deliberations Following Hearing.**

A. The presiding officer may limit attendance at the deliberations to voting members of the Regional Panel or District Committee but may, for training/educational purposes also allow the attendance of other members of the Regional Panel or District Committee and any executives or advisors affiliated with the Regional Panel or District.

B. Deliberations may not be tape-recorded or transcribed.

C. The decision shall be based only on the evidence, written and oral, presented. Uncorroborated information in newspaper articles and anonymous correspondence is not considered evidence (although it may serve as a basis for questions during the hearing).

- D. Prior violations by a party may be considered in determining what penalty to assess for the current violation, but shall not consider such matters in determining whether the alleged current violation was in fact committed.
- E. Members of the Regional Panel or District Committee who are employed by the school district (not just the individual school) involved, and any other members who have a conflict of interest, shall not be present during deliberations nor vote on the matter. This provision, as it applies to the school district, is not applicable to Districts VIII and XII.
- F. The vote on the decision shall be taken in public session.

**VIII. Notification of Decision.**

- A. The Principal of the school(s) involved, shall be notified of the decision by letter (the "Decision Letter"). Where a student's eligibility is at issue and/or where another adult has an interest addressed by the decision, the school's Principal shall forward the Decision Letter to said persons, including any counsel representing them and (if a student) the student's parents.
- B. The Decision Letter shall identify the date of the hearing or other consideration and the rule(s) under which the decision was made, shall give a brief description of the reason(s) for the decision, and shall advise the recipients of appeal rights.

**IX. Rehearing or Reconsideration.**

- A. There is no right to a rehearing or reconsideration. Where there is a request for a rehearing or reconsideration, the Regional Panel or District Committee's first decision is whether it will permit a rehearing or reconsideration.
- B. A rehearing or reconsideration is generally permitted only where a party asserts that it has new evidence to present that it could not have presented at the original hearing.
- C. Considerations in deciding whether to grant rehearing or reconsideration include whether the additional information might change the decision, might avoid an appeal to the Board of Directors, or might advance the convenience and efficiency of the parties and the Regional Panel or District Committee.

**X. Persons with Standing to Appeal.**

- A. Any member school participating in the matter has the right of appeal.
- B. Students and other individuals affiliated with a school desiring that an appeal be filed shall contact their school Principal and request that the school appeal the decision on their behalf. Regardless of its position on the matter, the school should submit the appeal. The school may set forth its position in the appeal.
- C. Any adult not affiliated with a school who has had sanctions imposed upon him/her has the right of appeal.

**PROCEDURAL STANDARDS FOR APPEAL HEARINGS**

**I. Introduction.**

These procedural standards apply to (1) appeals heard by the PIAA Board of Directors and PIAA Boards of Appeal from decisions of Regional Panels or District Committees and (2) proceedings within the original jurisdiction of the PIAA Board of Directors.

**II. Matters That May Be Heard By The Board Of Directors.**

- A. Appeals from decisions of District Committees or Regional Panels relating to the eligibility of a student at a member school.

- B. Appeals from decisions of District Committees or Regional Panels finding that a member school, or a person employed by or connected with a member school (including a student), or any other person, has committed a violation of the PIAA Constitution, By-Laws, Policies and Procedures, and/or Rules and Regulations and the penalty applied for such violation.
- C. Matters brought to the Board by the Executive Director averring that a member school, or a person employed by or connected with a member school (including a student), or any other person, has committed a violation of the PIAA Constitution, By-Laws, Policies and Procedures, and/or Rules and Regulations during the Inter-District Championship Tournament in any sport.
- D. Whether a member school is to be given approval to Transfer to the jurisdiction of an adjacent District.
- E. Whether a school should be admitted to membership in PIAA.
- F. Whether a school and/or individual should be granted relief from any applicable By-Law, Policy, Procedure, Rule or Regulation of PIAA.
- G. An appeal from the decision of the Executive Director made within the scope of his authority.
- H. The Board of Directors will not consider appeals submitted more than thirty days after the decision of a Regional Panel or District Committee. The need for timely decisions results in most cases being heard by a Board of Appeal.

**III. Persons with Standing to Have A Hearing Before The Board Of Directors.**

- A. Any member school involved in a matter before a Regional Panel or District Committee.
- B. Students and other individuals desiring that an appeal be filed shall contact their school Principal and request that the school appeal the decision on their behalf. Regardless of its position on the matter, the school should submit the appeal. The school may set forth its position in the appeal.
- C. Any adult not affiliated with a school who has had sanctions imposed upon him/her.
- D. A request by a nonmember school for admission to PIAA members.

**IV. Request for Hearing.**

- A. All appeals by member schools (whether brought on its own behalf or on behalf of a student or personnel of the school) shall be submitted in writing by the Principal of the appealing school, to the Executive Director. The letter shall provide sufficient information to enable the Executive Director to identify the issue(s) involved.
- B. All appeals by adults not affiliated with a school but who has had sanctions imposed against that person shall be submitted in writing by the individual to the Executive Director. The letter shall provide sufficient information to enable the Executive Director to identify the issue(s) involved.
- C. A nonmember school request for membership shall be submitted in writing by the school to the Executive Director.
- D. Upon scheduling of the hearing, the Executive Director (if the matter is an appeal) shall request the Regional Panel Chairman, District Chairman, or District Executive of the District Committee from which the appeal arose to forward to the Executive Director for



use by the Board of Directors or Board of Appeal all materials presented to and prepared by it in connection with its decision, and any transcript which has been made of the proceedings before the Regional Panel or District Committee.

- E. Upon request of the Principal of the appealing school(s), the parents or guardians of a student whose eligibility is at issue, an adult who is subject to sanction at the hearing, and/or counsel for any of the above, the Executive Director shall provide the requesting person with a copy of all written material received for the appeal hearing.

**V. Manner of Board of Directors and Board of Appeal Consideration of Matter.**

- A. In all appeals from a decision of a Regional Panel or District Committee, the appealing party shall be afforded the opportunity for a hearing.
- B. If party requests that a matter be heard solely upon written submission, without a hearing, the Executive Director shall so notify the person who is to be the presiding officer at the appeal, and the presiding officer shall determine whether to hold a hearing or consider the matter on written submission.
- C. Where a transcript has been made of the proceedings before the Regional Panel or District Committee, the record on appeal shall be limited to that transcript and any written materials that were before the Regional Panel or District Committee in connection with the making of its decision.
- D. Where no transcript has been made of the proceedings before the Regional Panel or District Committee, the record on appeal shall consist of the written material submitted to and by the Regional Panel or District Committee, and any oral testimony and additional written material which the appealing party and others involved desire to present.

**VI. Notification of Hearing.**

**A. Scheduling Letter.**

In all cases where a hearing is to be held, the Executive Director, or the Executive Director's designee, shall send a letter ("Scheduling Letter") to the Principal of the school(s) involved. The Principal shall then forward the Scheduling Letter to; (1) if a student's eligibility is at issue, to the parents or guardians of that student; and (2) any student or adult who may be subject to sanction as a result of findings by the Board of Directors or the Board of Appeal; and (3) any counsel representing any of the above. The Scheduling Letter shall advise the recipients of the following:

1. The date, time, and place of the hearing.
2. How the case arose (by request of the student's school or upon the complaint of another school, etc.).
3. The issue(s) involved, citing the applicable provision(s) of the PIAA Constitution, By-Laws, Policies and Procedures, and/or Rules and Regulations. This should be sufficiently specific to inform the appealing party of the issues, but sufficiently general to cover collateral issues that may arise (for example, a case arising under the Transfer Rule may be identified simply as involving ARTICLE VI, TRANSFERS, RESIDENCE, AND RECRUITING, of the By-Laws, but if the precise section or sections are known, they could be identified also).
4. (a) Where there is a transcript of the proceedings before the Regional Panel or District Committee, and the record on appeal is therefore limited to the testimony and papers before the Regional Panel or District Committee, the fact that the appealing party and any individuals involved, including students, are entitled to bring with them to the appeal hearing any persons whom they desire to attend, and to be

represented by counsel. The hearing shall be limited, however, to argument based upon the record previously submitted.

(b) Where there is no transcript of the proceedings before the Regional Panel or District Committee, the fact that the parties, including students, are entitled to bring with them to the appeal hearing, and to have testify, any persons whom they desire to attend, to submit any written material which they desire, and to be represented by counsel. Where a party intends to submit written material, the Executive Director may require that an appropriate number of copies be provided.

5. That the Board of Directors or Board of Appeal will have copies of the written materials submitted to and by the Regional Panel or District Committee, as well as any correspondence subsequent thereto, making it unnecessary for the parties to provide them. Should the school or student not have copies of any of these materials, a request may be made to the Executive Director to provide a set to the parties.
6. That, if the Principal has any questions, that Principal is to contact the Executive Director or another specified person.

**B.** Where possible, the Scheduling Letter should be mailed, or e-mailed or faxed under circumstances that would result in its being received by the Principal at least two weeks before the hearing. A shorter period of notice may be appropriate depending on factors such as the appealing party's ease of preparing for the hearing, a school's request for an earlier hearing, or the scheduling of meetings of the Board of Directors or a Board of Appeal. A telephone call from the Executive Director, or the Executive Director's designee, to the Principal may be of assistance.

**C.** Representatives of all member schools having information relating to the appeal may be requested to attend the appeal hearing and to be prepared to present evidence on the matter.

**D.** Hearings may also be arranged by telephone contact with the Principal. Where this is done, a confirmatory e-mail and/or letter in accordance with these Standards should be promptly sent.

**E. Production of Documents and Witnesses:** PIAA does not have subpoena power and, therefore, no power to compel the production of documents and the attendance of witnesses at appeal hearings. However:

1. ARTICLE XIII, PENALTIES, Preamble, of the PIAA By-Laws, provides that "all PIAA member schools shall cooperate fully with ... the PIAA Board of Directors ... to further the objectives of PIAA to investigate incidents relating to disciplinary matters and application of the PIAA Constitution, By-Laws, Policies and Procedures, and/or Rules and Regulations. All PIAA member schools shall make available, upon request by the ... Board of Directors, documents relating to a particular incident and shall further make available for questioning Principals, Athletic Directors, Coaches, student-athletes and other school and/or Team personnel whose testimony may be desired by the ... Board of Directors."

2. ARTICLE XVII, CERTIFICATION OF CONTESTANTS, Section 2, Information to be Furnished in Case of Dispute, of the PIAA By-Laws, authorizes the Board of Directors to require eligibility data from the Principal. The power to require that person's presence is inferred.

3. The Principal (or his/her designee) and other school personnel, who have information relative to the issues are expected to attend the hearing.

**F. Continuances and Postponements.**

A request by any party for a continuance or postponement of a hearing shall be sent in writing to the Executive Director, who shall have the discretion to grant or deny the request. Requests should set forth the reasons for requesting the continuance or postponement of the hearing, and should be submitted at least one week prior to the scheduled date of the hearing. Where there will be no prejudice to any party, the request should be given serious consideration by the Executive Director.

Requests made within one week of the scheduled hearing will be granted only upon the showing of unforeseen circumstances and compelling grounds, and if the hearing can be rescheduled without prejudice to the other parties.

Requests made on the day of the hearing may be decided by the presiding officer at the hearing or submitted by him consideration by the body hearing the appeal. Requests made on the day of the scheduled hearing will be granted only upon the showing of unforeseen circumstances and compelling grounds, and if the hearing can be rescheduled without prejudice to the other parties. As a condition of granting the request, the party requesting the continuance or postponement may be required to reimburse other parties for expenses incurred in attending the hearing.

**VII. Conduct of Appeal Hearing.**

**A.** Immediately prior to the beginning of the appeal hearing, the Executive Director, or the Executive Director's designee, shall arrange to introduce all persons present.

**B.** The presiding officer should begin the hearing with an introductory statement that identifies the manner in which the matter came before the Board of Directors or Board of Appeal, and the issue(s) or the rule(s) involved.

**C. Confidentiality (Student Information).**

During hearings, when a student, the student's family, and/or the student's school, anticipates that Personal Private Information (as defined in the GLOSSARY of the PIAA By-Laws) relating to the student and/or the student's family or others may be disclosed, the student, the student's family, and/or the student's school may request that the all or parts of the matter be closed to persons not involved in the hearing or affiliated with PIAA. Absent objection, and under normal circumstances, the presiding officer should honor such request.

If any person objects to closure of the hearing, the presiding officer shall consider the merits of the respecting positions and determine whether complete or partial closure of the matter is appropriate. In reaching such decision, the presiding officer shall carefully consider the privacy interests of students as the primary factor to be weighed, but shall take into account a general goal of openness of proceedings. Where closure is deemed appropriate, and it is feasible to do so, the presiding officer should limit closure to those parts of the hearing where Personal Private Information of the student or the student's family is likely to be disclosed.

**D. Confidentiality (Other Information).**

Where actions may be taken against a school or its personnel, or PIAA-registered sports officials, the school or adults who are subject to sanctions may request that all or parts of the matter be closed to persons not involved in the hearing or affiliated with PIAA. Under normal circumstances, and if no objection is made, such request may be honored by the presiding officer when potentially criminal conduct or the employment of Coaches or other school personnel may be at issue. In other instances, the presiding officer should be reluctant to close the hearing.

If any person objects to closure of any part of the hearing, the presiding officer shall consider the merits of the respecting positions and determine whether complete or partial closure of the matter is appropriate. In reaching such decision, the presiding officer shall weigh the privacy interests of persons or schools seeking closure and the legitimate interest of PIAA members and the public in knowledge of enforcement of the PIAA Constitution, By-Laws, Policies and Procedures, and Rules and Regulations. Where closure is deemed appropriate, and it is feasible to do so, the presiding officer should attempt to limit closure.

**E. Order of Proceeding.**

1. Where the matter arose on the complaint of a member school, the representatives of that school shall be requested to make the first presentation.
2. Where the matter involved the eligibility of a Transfer student, representatives of the transferor/sending school, they should be requested to make the first presentation.
3. The time for hearing from witnesses not affiliated with a school, such as sports officials, is determined according to the position they are expected to support. This is something that will often have to be decided at the appeal hearing.

**F.** The evidentiary portion of the hearing shall begin with the presiding officer calling upon the applicable party to present the matter. A Principal may designate other school personnel, the school district solicitor, counsel for the student or other individual involved, or a parent or a guardian of the student involved to present the matter. Leeway is to be provided to counsel representing any individual, but if a dispute arises between counsel and the Principal, that Principal is to be given the first opportunity to speak, and counsel should be given an opportunity to do so thereafter.

**G.** Consistent with the maintenance of an orderly and informative hearing, the manner of presentation of a party's case shall be as chosen by the party.

1. While manner of presentation may involve formal trial-type proceedings in which witnesses are called and asked questions, it is more common (and usually more effective and efficient) for witnesses to simply be asked to present their testimony.
2. Reasonable cross-examination of witnesses is permitted. Cross-examination may be conducted by one representative of any party, such as a school's Principal or the school's counsel, and by a student or the student's counsel or parent.
3. Any person in attendance other than representatives of the Board of Directors or Board of Appeal is subject to questioning as to relevant facts within that person's knowledge. NOTE: if a member of the Board has personal knowledge of relevant facts, that person should identify such knowledge. He/she is then subject to questioning by any other person and may be asked by any party to be disqualified from participating in deliberations and voting on the matter.
4. Counsel cannot reasonably expect formal rulings on legal objections in the context of these appeal hearings. However, if an evidentiary objection is raised, the presiding officer may rule. In the alternative, the presiding officer may indicate that the objection will be taken under advisement and the applicability/admissibility of the evidence considered, during deliberations. The presiding officer also has the authority to control issues of relevance and repetitiveness even in the absence of any objections.
5. Representatives from the District whose decision is appealed may question witnesses and may respond to questions from any person in the room seeking factual information within the personal knowledge of the representative.

**H. Other Procedural Matters:**

1. **Tape Recording of Hearing.** Parties may tape record hearings if such recoding is unobtrusive and does not interfere with the hearing process. Video recordings are not allowed. Hearings and presentations will not be delayed or altered to accommodate persons desiring to record the hearing.
2. **Transcription of Hearing.** Where a request is made by a party that the hearing be transcribed by a court reporter, such transcription shall be permitted so long as (1) it is at the expense of the requesting party, and (2) PIAA receives a copy of the transcript at the expense of the requesting party contemporaneously with the delivery of the original to the requestor.
3. **Hear on the Record.** That District Committees hear on the record student transfer eligibility hearings.

Where the Executive Director and/or Board elect to have a court reporter attend a hearing, the cost of attendance shall be borne by the Board. The costs of any transcript sought by a party, however, shall be borne by that party, which shall provide a copy of the transcript to PIAA.

3. **Swearing of Witnesses.** Swearing of witnesses is not permitted absent the consent of the witness.
4. **Sequestration of Witnesses.** Sequestration of witnesses (so that witnesses not be able to hear the testimony of other witnesses) is at the discretion of the presiding officer. Such requests generally relate to anticipated credibility problems with subsequent witnesses if they have heard prior witnesses. Sequestering of witnesses should be permitted where there is a sound basis for preventing future witnesses from hearing the testimony of earlier ones. Parties to the proceeding (including at least one representative of a school) may not be sequestered.

5. **Approach to hearsay generally:** Hearsay, as a general matter, is testimony, affidavits, statements, and/or other documents which convey what another person, not present to be cross-examined at the hearing, previously said about something that is now relevant to the proceeding. Because other parties and the decision makers do not have an opportunity to question the person making the statement(s), the evidence should not be relied upon unless there are strong indicia that the information is reliable. Unsubstantiated rumors are particularly unreliable. There are several situations in which hearsay can be used or relied upon by the decision makers:

- a. If the alleged speaker is present for the hearing and can be questioned about it, the hearsay may be admitted. Also, if the adverse party admits to the accuracy of the statement, it can be admitted as well.

**Example:** A Principal testifies that a parent told the Principal that a student told the parent that he or she was transferring to play for a particular Coach. If the parent is present to confirm that discussion, it can be considered. Also, if the student is present and confirms the discussion, it can be admitted. If the student denies the discussion, and there is no other corroborating evidence, it should not be considered.

- b. The hearsay may be used, even if not relied on in the decision, to question other witnesses.

**Example:** A newspaper article containing information is hearsay since it was written by someone not in the hearing. However, adverse parties and the decision makers may question witnesses about contents of the article.

- c. School, business, medical, and governmental records, if prepared in the normal course of the entity's operations, can be admitted and relied upon.

**Example:** Transcript, attendance records, and other school forms may be relied upon as accurate.

- d. Documents that have indicia of reliability. This is left to the discretion of the decision makers but, if accepted, an explanation should be provided as to why the information is believed to be credible and should be relied upon by the decision makers.

**Example:** Leases and sales agreements for homes if prepared and signed by realtors can usually be relied upon as supporting the existence of a sale or lease of property.

- e. The hearsay may be used to explain why someone did something.

**Example:** A witness may testify that he or she did something in reaction to what someone else told that person. What was told to the witness, however, may not be relied on as necessarily being truthful.

- f. The hearsay is not being offered for its truth.

**Example:** A witness says that a friend told him that the sky was blue one day. If it doesn't matter to the case what color the sky was, and the statement was made for other purposes, it can be considered (but not to prove that the sky was blue).

- g. Statements of a party whose interest is at issue.

**Example:** A school official testifies about what a student whose eligibility is at issue tells that school official. The statement is admissible regardless of whether the student is present at the hearing.

6. **Sworn and unsworn statements:** Parties will often offer sworn or unsworn statements at hearings. While sworn statements may be more reliable than unsworn ones, both still constitute hearsay because other persons and the decision makers cannot question the person making the statement. Therefore, they should be relied upon only if undisputed or there is other evidence that supports the reliability of the statements made therein.

7. **Review of Video Media of Contests.** Video media of Contests and other activities are treated as any other piece of evidence which may be of use to the Board. Those persons intending to use such video at a hearing should be prepared to identify and show the specific parts of relevant video, but should have the entire video of the event available as well. Persons intending to present such evidence should make arrangements in advance to ensure that the video Contest can be viewed by all present.

- I. All persons who are in attendance and who desire to speak to the issue(s) shall be afforded an opportunity to do so.
- J. **Length of Hearing.** Presentations should be limited to no more than forty-five (45) minutes per party, including questions to adverse witnesses. Unless a student's interest differs from that of the student's school, the student's time for presentation shall be included within the period set for the presentation of the student's school. Should a party believe that its presentation is likely to require more than forty-five (45) minutes, it should request the Executive Director or presiding officer to permit an extension of the deadline. Absent showing of good cause, a party will not be permitted an extension of more than fifteen (15) minutes. Also, parties should be aware that several hearings are often scheduled for the same day. If a need for an extension is known, it should be requested as early as possible so that schedules can be established in a manner minimizing inconvenience to other schools and witnesses.
- K. Before concluding the testimonial portion of the hearing, the presiding officer shall inquire as to whether every person who desired to speak has done so. When no one else desires to speak, the presiding officer shall state that the hearing is closed.



**VIII. Deliberations Following a Hearing.**

- A. The presiding officer may limit attendance at the deliberations to voting members of the Board of Directors or Board of Appeal, but may, for training/educational purposes, allow the attendance of any observing Board members, as well as executives or advisors affiliated with PIAA.
- B. Deliberations may not be tape-recorded or transcribed.
- C. The decision shall be based only on the evidence, written and oral, presented. Uncorroborated information in newspaper articles and anonymous correspondence is not considered evidence (although it may serve as a basis for questions during the hearing).
- D. Prior violations by a party may be considered in determining what penalty to assess for the current violation, but shall not consider such matters in determining whether the current alleged violation was in fact committed.
- E. Representatives of the Regional Panel or District Committee from which the appeal is taken, and all witnesses, shall not attend the deliberations or vote on the appeal.
- F. The vote on the decision shall be taken in public session.

**IX. Notification of Decision.**

- A. The Principal of the school(s) involved, shall be notified of the decision by letter (the "Decision Letter"). Where a student's eligibility is at issue and/or where another adult has an interest addressed by the decision, the school's Principal shall forward the Decision Letter to said persons, including any counsel representing them and (if a student) the student's parents.
- B. The Decision Letter shall identify the date of the hearing or other consideration, the rule(s) under which the decision was made, and shall give a brief description of the reason(s) for the decision.
- C. Where two schools are parties, they may be notified by a single letter containing a double inside address, or by separate letters.

**PROCEDURAL STANDARDS FOR DISCIPLINE OF  
PIAA-REGISTERED SPORTS OFFICIALS**

**I. Introduction.**

These procedural standards apply to the hearings arising out of, or relating to, ARTICLE XV, OFFICIALS, of the PIAA By-Laws.

**II. Basis for Hearings and Appeals.**

ARTICLE VII, POWERS AND DUTIES OF BOARD OF DIRECTORS AND OFFICERS, of the PIAA Constitution, authorizes the PIAA Board of Directors to make and apply necessary policies, procedures, rules, and regulations of PIAA-registered sports officials, and to fix and enforce penalties for any violation of the PIAA Constitution, By-Laws, Policies and Procedures and Rules and Regulations.

ARTICLE XV, OFFICIALS, Section 6, Removal of Registered Sports' Officials, of the PIAA By-Laws, governs the registration, conduct and removal of PIAA-registered sports officials (hereafter "official" or "officials").

**III. Matters that may be Heard.**

Matters that may be heard by the Executive Director are those which relate to the possible discipline, including removal, suspension, and/or probation of officials.

Matters that may be heard are those which relate to the conduct of officials. Those matters include:

- A.** A hearing held by the Executive Director to consider whether to remove, suspend or place on probation an official.
- B.** A hearing held by the Board of Directors to consider an appeal of the decision of the Executive Director to remove, suspend or place on probation an official.
- C.** A hearing held by the Board of Directors to consider, under ARTICLE XV, OFFICIALS, Section 6, Removal of Registered Sports Officials, Sub-Section B, Discretionary Removal, of the PIAA By-Laws, whether to remove an official.

#### **IV. Persons with Standing to Initiate Proceedings.**

- A.** The Executive Director may, on the Executive Director's own initiative, investigate, and resolve matters arising under ARTICLE XV, OFFICIALS. In so doing, the Executive Director may schedule a hearing to consider the matter.
- B.** A member school which believes that an official should be removed, suspended, or placed on probation pursuant to ARTICLE XV, OFFICIALS, has the right to request that such matter be considered by the Executive Director and, if dissatisfied with the decision of the Executive Director to appeal his/her decision to the Board of Directors.
- C.** An official who has been notified that the Executive Director is conducting an investigation and/or considering imposition of sanctions under ARTICLE XV, OFFICIALS, may request a hearing before the Executive Director.
- D.** An official removed, suspended, or placed on probation by the Executive Director has the right of appeal to the Board of Directors.
- E.** The Executive Director or the President of PIAA may request a hearing to consider the removal of an official pursuant to ARTICLE XV, OFFICIALS, Section 6, subsection B, Discretionary Removal.
- F.** A member school which believes that an official should be removed pursuant to ARTICLE XV, OFFICIALS, Section 6B, has the right to request that such matter be heard by the Board of Directors.

#### **V. Request for Hearing.**

Requests by officials or member schools for hearings shall be made in writing to the Executive Director. The letter shall provide sufficient information to enable the Executive Director to identify the issue(s) involved.

Upon request of the official or the Principal of the requesting school, or counsel for either, the Executive Director shall provide a copy of all written materials in the Executive Director's possession which are to be used at the hearing.

#### **VI. Manner of Consideration of Matter.**

In all cases where an official or member school has properly requested a hearing prior to a determination, such opportunity shall be granted.

If an official or member school requests that a matter be resolved solely upon written submission, without a hearing, the Executive Director may do so only if the official consents to such consideration.

Where a transcript has been made of the proceedings before the Executive Director, the record on appeal shall be limited to that transcript and any written materials which were before the Executive Director in connection with the making of the Executive Director's decision.

Where no transcript has been made of the proceedings before the Executive Director, the record on appeal shall consist of the written material submitted to and by the Executive Director, and any oral

testimony and additional written material which the appealing official, school, and others involved desire to present.

## **VII. Notification of Hearing.**

**A.** In all cases where a hearing is to be held, the Executive Director, or the Executive Director's designee, shall send a letter ("Scheduling Letter") to the official and/or Principal of the school involved, providing the following:

1. The date, time, and place of the hearing.
2. How the matter arose (by request of the official, a school, the Executive Director or the Board of Directors).
3. The issue(s) involved, citing (if possible) the applicable provision(s) of the PIAA Constitution, By-Laws, Policies and Procedures, Rules and Regulations, etc. This should be sufficiently specific to inform the official and/or school of the scope of the issues, but sufficiently general to cover collateral issues that may arise.
4. That, on an appeal of a decision of the Executive Director, where there is a transcript of the proceedings before the Executive Director, and the record on appeal is limited to the testimony and papers before the Executive Director. Any persons involved are entitled to bring with them to the appeal hearing any persons whom they desire to attend, and to be represented by counsel.
5. That, on an appeal of a decision of the Executive Director, where there is no transcript of the proceedings before the Executive Director, all persons involved are entitled to bring with them to the appeal hearing any persons whom they desire to attend, to submit any written material which they desire, and to be represented by counsel. Where the persons involved intend to submit written material, they should bring a sufficient number of copies for distribution to the decision-makers and any other parties.
6. That the Board, if on appeal, will have copies of the written materials submitted to and by the Executive Director, making it unnecessary for participants to provide them.
7. That the Executive Director, if on a matter before the Executive Director, will have copies of the written material previously submitted to the Executive Director, making it unnecessary for participants to provide them.
8. That if the official has any questions, the official is to contact the Executive Director or another specified person.

**B.** Where possible, the Scheduling Letter should be mailed, e-mailed or faxed under circumstances which would result in its being received by the official and/or Principal at least two weeks before the hearing. A shorter period of notice may be appropriate depending on the exigencies of the circumstances.

**C.** Where the matter arises from a written complaint of a member school, representatives of that school are expected to attend the hearing and to be prepared to present evidence in support of the complaint.

**D.** If the official and/or school involved are represented by counsel, the school and/or official is expected to provide such counsel shall be provided with a copy of the letter scheduling the hearing.

## **VIII. Conduct of Hearing.**

**A.** Immediately prior to the beginning of the hearing, the Executive Director, or the Executive Director's designee, shall introduce all persons present.

**B.** The presiding officer shall begin the hearing with an introductory statement which identifies the manner in which the matter arose, and the issue(s) or the rule(s) presented.

**C.** Where the matter arose on the complaint of a member school, the representatives of that school shall be requested to make the first presentation.

**D.** The time for hearing from witnesses not affiliated with the official or schools, is to be determined according to the position they are expected to support. This is something which often is decided at the appeal hearing; the goal is to provide an official with adverse evidence to which the official would desire an opportunity to respond before beginning to make the official's presentation.

**E.** In matters arising under ARTICLE XV, OFFICIALS, Section 6B, and in matters appealed from a decision of the Executive Director, where a school has initiated the proceeding, the testimonial portion of the hearing shall begin the Principal of the school or the Principal's designee presenting the evidence which would support removal, suspension, or probation of the official. Leeway is to be provided to counsel representing any individual, but if a dispute arises between counsel and the Principal, the Principal will be given the first opportunity to speak, and counsel will be given an opportunity to do so thereafter.

**F.** In matters arising under ARTICLE XV, OFFICIALS, Section 6B, and in matters appealed from a decision of the Executive Director, where no school has initiated the proceeding, the testimonial portion of the hearing shall begin with the presiding officer calling upon the Executive Director or the Executive Director's designee to present the evidence which would support the removal, suspension, or probation of the official.

**G.** Consistent with the maintenance of an orderly and informative hearing, the manner of presentation shall be as chosen by the official or school initiating the proceeding.

1. The manner of presentation can range from formal trial-type proceedings in which witnesses are called and asked questions, to the more informal and common approach where witnesses simply are given the opportunity to present a narrative as to any applicable facts within their knowledge. The latter is usually more effective.

2. Reasonable cross-examination of witnesses is permitted. Cross-examination may be conducted by an official or the official's counsel or representative, by a school's principal representative or the school's counsel, and/or (on appeal) the Executive Director.

3. Any person in attendance is subject to questioning as to relevant facts within that person's knowledge.

4. Counsel cannot reasonably expect formal rulings on legal objections in the context of these appeal hearings. However, if an evidentiary objection is raised, the presiding officer may rule. In the alternative, the presiding officer may indicate that the objection will be taken under advisement and the applicability/admissibility of the evidence considered during deliberations. The presiding officer also has the authority to control issues of relevance and repetitiveness even in the absence of any objections.

**H. Other Procedural Matters:**

1. **Tape Recordings.** Parties may tape record hearings if such recording is unobtrusive and does not interfere with the hearing process. Hearings and presentations will not be delayed or altered to accommodate persons desiring to record the hearing.

2. **Transcription of Hearing.** Where a request is made by a party that the hearing be transcribed by a court reporter, it is PIAA policy that transcription shall be permitted so long as (1) it is at the expense of the requesting party, and (2) PIAA receives a copy of the transcript at the expense of the requesting party contemporaneously with the delivery of the original to the requestor.

Where the Executive Director and/or Board elect to have a court reporter attend a hearing, the cost of attendance shall be borne by PIAA. The costs of any transcript sought by a party, however, shall be borne by that party, which shall provide a copy of the transcript to PIAA.

3. **Swearing of Witnesses.** Swearing of witnesses is not permitted absent the consent of the witness.
4. **Sequestration of Witnesses.** Sequestration of witnesses (so that witnesses shall not be able to hear the testimony of other witnesses) is at the discretion of the presiding officer. Such requests generally relate to anticipated credibility problems with subsequent witnesses if they have heard prior witnesses. Sequestering of witnesses should be permitted where there is a sound basis for preventing future witnesses from hearing the testimony of earlier ones. Parties to the proceeding (including the official whose interest is at issue) may not be sequestered.
5. **Approach to hearsay generally:** Hearsay, as a general matter, is testimony, affidavits, statements, and/or other documents which convey what another person, not present to be cross-examined at the hearing, previously said about something that is now relevant to the proceeding. Because other parties and the decision makers do not have an opportunity to question the person making the statement(s), the evidence should not be relied upon unless there are strong indicia that the information is reliable. Unsubstantiated rumors in particularly unreliable. There are several situations in which hearsay can be used or relied upon by the decision makers:

- a. If the alleged speaker is present for the hearing and can be questioned about it, the hearsay may be admitted. Also, if the adverse party admits to the accuracy of the statement, it can be admitted as well.

**Example:** A Principal testifies that a parent told the Principal that a registered sports official told the parent that he or she was going to ensure that a particular Team would win a particular Contest. If the parent is present to confirm that discussion, it can be considered. Also, if the registered sports official is present and confirms the discussion, it can be admitted. If the registered sports official denies the discussion, and there is no other corroborating evidence, it should not be considered.

- b. The hearsay may be used, even if not relied on in the decision, to question other witnesses.

**Example:** A newspaper article containing information is hearsay since it was written by someone not in the hearing. However, adverse parties and the decision makers may question witnesses about contents of the article.

- c. School, business, medical, and governmental records, if prepared in the normal course of the entity's operations, can be admitted and relied upon.

**Example:** Court docket sheets and related court filings may be relied upon as accurate.

- d. Documents that have indicia of reliability. This is left to the discretion of the decision makers but, if accepted, an explanation should be provided as to why the information is believed to be credible and should be relied upon by the decision makers.

**Example:** Leases and sales agreements for homes if prepared and signed by realtors can usually be relied upon as supporting the existence of a sale or lease of property.

- e. The hearsay may be used to explain why someone did something.

**Example:** A witness may testify that he or she did something in reaction to what someone else told that person. What was told to the witness, however, may not be relied on as necessarily being truthful.

- f. The hearsay is not being offered for its truth.

**Example:** A witness says that a friend told him that the sky was blue one day. If it doesn't matter to the case what color the sky was, and the statement was made for other purposes, it can be considered (but not to prove that the sky was blue).

- g. Statements of a party whose interest is at issue.

**Example:** A person testifies about what the registered sports official whose status is at issue tells that person. The statement is admissible regardless of whether the registered sports official is present at the hearing.

**6. Sworn and unsworn statements:** Parties will often offer sworn or unsworn statements at hearings. While sworn statements may be more reliable than unsworn ones, both still constitute hearsay because other persons and the decision makers cannot question the person making the statement. Therefore, they should be relied upon only if undisputed or there is other evidence that supports the reliability of the statements made therein.

**7. Review of Video Media of Contests.** Video of Contests and other activities are treated as any other piece of evidence which may be of use to the Executive Director and the Board of Directors. Those persons intending to use such video at a hearing should be prepared to identify and show the specific parts of relevant video, but should have the entire video available as well. Persons intending to present such evidence should make arrangements in advance to ensure that the video can be viewed by all present.

**I.** All persons who are in attendance and who desire to speak to the issue(s) shall be afforded an opportunity to do so.

**J.** Before concluding the testimonial portion of the hearing, the presiding officer shall inquire as to whether every person who desired to present evidence has done so. When no one else desires to do so, the presiding officer shall state that the hearing is closed.

**IX. Deliberations Following Hearing.**

**A.** The presiding officer may limit attendance at the deliberations to voting members of the Board of Directors or to the Board of Appeal, but, for training/educational purposes, may allow the attendance of any observing Board members, as well as executives or advisors employed or retained by PIAA.

**B.** Deliberations may not be tape recorded.

**C.** The decision shall be based only on the evidence, written and oral, presented. Although it may serve as a basis for questioning during the hearing, uncorroborated information in newspaper articles and anonymous correspondence is not evidence.

**D.** The Executive Director, Board of Directors, and/or Board of Appeal may consider prior violations by the official in determining what penalty to assess for the current violation, but shall not consider such matters in determining whether the current alleged violation was in fact committed.

**E.** All witnesses and, if the matter involves an appeal from a decision of the Executive Director, the Executive Director shall be absent from the deliberations.

**X. Notification of Decision.**

**A.** The decision of the Executive Director and/or Board of Directors shall be made in open session.

**B.** The Executive Director, or the Executive Director's designee, or, if on appeal, the presiding officer, shall follow the oral decision with confirmation of the decision by letter setting forth the reasons for the decision.

**C.** The letter shall identify the date of the hearing or other consideration, and shall give a brief description of the reason(s) for the decision.

**D.** A copy of the letter shall be provided to the official and any school involved in the matter. Any person or entity represented by counsel will be expected to convey the letter to said counsel.

**POLICY REGARDING REVIEW OF VIDEO MEDIA OF CONTESTS**

PIAA member school produced and provided, and/or production company provided, video media of Contests may be reviewed and utilized at PIAA related hearings consistent with (1) Section VII, Conduct of Hearing, subsection I, Other Procedural Issues, sub-subsection 5, Review of Video Media of Contests, of the Procedural Standards for Regional Panels and District Committees; (2) Section VIII, Conduct of



Appeal Hearing, subsection H, Other Procedural Matters, sub-subsection 7, Review of Video Media of Contests, of the Procedural Standards for Appeal Hearings; and (3) Section VIII, Conduct of Hearing, subsection H, Other Procedural Matters, sub-subsection 6, Review of Video Media of Contests, of the Procedural Standards for Discipline of PIAA-Registered Sports Officials.

PIAA member school produced and provided, and/or production company provided, video media of Contests may be reviewed and utilized by the Executive Director, or the Executive Director's designee, in (1) considering a request to reverse a disqualification under ARTICLE XIII, PENALTIES, Section 8, Disqualification From Next Contests, subsection D, Appeal of Disqualification, sub-subsection 2, Misapplication of a rule, relating to misidentification of a person and (2) certain other situations where such review will, in the judgment of the Executive Director, assist the Executive Director in the performance of the Executive Director's duties.

PIAA member school produced and provided, and/or production company provided, video media of Contests will not be reviewed by the Executive Director or Board of Directors for the purpose of reversing or changing the outcome of a Contest nor will they be reviewed simply on assertions that Contest officials missed calls and/or made one or more incorrect calls. Where evidence of such errors does exist, member schools should convey the information to the appropriate PIAA-chartered chapter rules interpreter so that the information can be used to improve the training of officials affiliated with that chapter.



**PIAA-REGISTERED CONTEST OFFICIALS**



## **ASSIGNMENT OF CONTEST OFFICIALS POLICY**

### **I. General.**

PIAA is committed to the principles of equal treatment for all individuals. PIAA will engage Contest personnel and contract with and assign PIAA-registered sports officials to Postseason Contests without regard to race, color, religion, gender, age, national origin, ethnic background, or non-performance related disability or handicap.

### **II. Equal Opportunity Assignment of PIAA-Registered Sports Officials.**

It is the policy of PIAA to provide equal opportunity in its assignment of PIAA-registered sports officials to Postseason Contests; and to assign Contests in a manner that does not discriminate against any person because of race, color, religion, gender, age, national origin, ethnic background, or non-performance related disability or handicap.

To further this policy, PIAA will:

- (a) make all Contest assignments without regard to race, color, religion, sex, age, national origin, ancestry, or non-Contest related disability or handicap and take affirmative measures to seek qualified minority group and female sports officials;
- (b) further the principle of equal opportunity in its assignment of sports officials to Postseason Contests which are based on qualifications in accord with the essential functions to perform the assignments; and
- (c) ensure that assignments are in accord with general principles of equal opportunity by applying only merit based requirements for assignments.

## **ASSIGNMENTS OF OFFICIALS**

### **POLICY FOR ASSIGNING CONTEST OFFICIALS:**

#### **POLICY FOR ASSIGNING REGULAR SEASON CONTEST OFFICIALS/ASSIGNOR(S)**

Member schools are ultimately responsible for entering into contracts with PIAA-registered sports officials to officiate Regular Season Contests. Member schools may, either directly or through an organized group of member schools, delegate the responsibility of arranging for officiating at specific Regular Season Contests to another individual, typically referred to as an "assignor", under the following conditions:

- 1) The assignor annually provides certification to the member school, or an organized group of member schools of which the contracting school is a member, that the assignor does not assess Contest officials, nor accept from Contest officials, a fee. If there is any fee or other compensation to be paid to the assignor, it shall be paid by the member school, or an organized group of member schools.
- 2) The assignor annually provides certification to the member school, or an organized group of member schools, that the assignor does not discriminate on the bases of race, color, religion, gender, age, national origin, ethnic background, or non-performance related disability or handicap of official or participating student-athletes with respect to the level, quality, or number of assignments, and does not otherwise discriminate against any official on the basis of race, color, religion, gender, age, national origin, or ethnic background.
- 3) Contracts for Officials Under PIAA Rules (PIAA Official Contract Form) are to be issued for all Contest officials' assignments and shall be signed by the Principal of the member school or by one Principal representing an organized group of member schools or, at the option of the applicable Principal, the Athletic Director of the member school or one Athletic Director representing an organized group of member schools.

No member school, or an organized group of member schools, shall utilize the services of an assignor whom the member school, or an organized group of member schools, determines is seeking or accepting fees from officials or who is discriminating against officials on the bases of race, color, religion, gender, age, national origin, ethnic background or non-performance related disability or handicap of official or participating student-athletes.

Member schools and organized groups of member schools, which utilize the services of an assignor, are encouraged to enter into a written agreement with the assignor specifying the relationship with the assignor and the responsibilities of the assignor. A form agreement, which can be modified to meet the specific circumstances as needed, is provided in the Forms section of the PIAA Handbook.

#### **POLICY FOR ASSIGNING DISTRICT CHAMPIONSHIP CONTEST OFFICIALS**

It is PIAA policy that PIAA District Officials' Representative(s), or the Officials' Representative's designee(s), with the concurrence of the respective PIAA District Chairmen, assign PIAA-registered Contest officials in the sports of baseball, basketball, cross country, field hockey, football, lacrosse, softball, soccer, swimming and diving, track and field, volleyball, and wrestling to all District Championship Contests.

The PIAA District Officials' Representative(s), and any agents and employees thereof, who participate in the assignment of officials, shall not refuse to assign an official based on the gender, national origin, race, religion, or ethnic background of the official or the gender, national origin, race, religion, or ethnic background of the participating student-athletes; shall not discriminate against any official on the basis of race, color, religion, gender, age, nation origin, ethnic background or non-performance related disability or handicap with respect to the level, quality, or number of assignments; and shall not otherwise discriminate against any official on the basis of race, color, religion, gender, age, national origin, ethnic background, or non-performance related disability or handicap.

#### **POLICY FOR ASSIGNING INTER-DISTRICT CHAMPIONSHIP CONTEST OFFICIALS**

It is PIAA policy that the Executive Director, or the Executive Director's designee, assigns PIAA-registered Contest officials in the sports of baseball, basketball, cross country, field hockey, football, lacrosse, softball, soccer, swimming and diving, track and field, volleyball, and wrestling to all Inter-District Championship Contests.

Beginning July 1, 2010, the failure of a PIAA-registered sports official to attend at least one PIAA Officials' Convention during the preceding five (5) years may be considered a factor in determining whether to assign that sports official to officiate a PIAA Inter-District Championship Contest.

PIAA, and any officers, agents and employees thereof and Chapters of Registered Officials, and any officers, agents and employees thereof who participate in the assignment of officials to Postseason Contests, shall not refuse to assign a Contest official based on the gender, national origin, race, religion, or ethnic background of the Contest official or the gender, national origin, race, religion, or ethnic background of the participating student-athletes, shall not discriminate against any Contest official on the basis of race, color, religion, gender, age, national origin, ethnic background, or non-performance related disability or handicap with respect to the level, quality, or number of assignments, and shall not otherwise discriminate against any Contest official on the basis of race, color, religion, gender, age, national origin, ethnic background, or non-performance related disability or handicap.

A Contest official may report an alleged violation of the nondiscrimination provisions of this Policy for Assigning Contest Officials to the Officials' Representative(s) of the PIAA District in which the Contest official resides, or to the Assistant Executive Director, in writing, describing the alleged violation in such detail as is available to the Contest official. The Officials' Representative will forward a copy of any such report to the Assistant Executive Director. In either case, the Assistant Executive Director will circulate any such report in summarized form to the officers of PIAA and to the PIAA Board of Directors. PIAA, and any officers, agents, and employees thereof, and Chapters of Registered Officials, and any officers, agents, and employees thereof who participate in the assignment of Contest officials, shall not retaliate against any person because of the filing of a report with the Officials' Representative or the Assistant



Executive Director, or because of any person's involvement in the resolution of the report, or because of participation in any capacity in the case of Noreen P. Kemether v. PIAA.

In those instances in which a PIAA member school or group of member schools enters into a contract by which responsibility for the assignment of Contest officials is given to another person or entity, PIAA recommends that PIAA member schools include contract language that is identical to the nondiscrimination provisions of this Policy. PIAA also recommends that, in those instances in which the responsibility for the assignment of Contest officials is given to another person or entity by a PIAA member school or group of member schools in a document that is less formal than a contract (such as, for example, an annual letter), the document include equivalent language.

## **FEES:**

### **POLICY REGARDING REGULAR SEASON CONTEST OFFICIALS' FEES**

The Board of Directors will not sanction, recognize, or support the establishment of either minimum fees or maximum fees for officiating Regular Season Contests by either any Chapter of Sports Officials or organized group of member schools.

The matter of Contest officials' fees is an agreement between the individual Contest official and the school or entity hosting the Contest(s). A contract, to be valid, shall be in writing, shall be consistent with the "Contract for Officials Under PIAA Rules" ("Officials' Contract"), and shall be signed by the Contest official and the Principal or Athletic Director of the contracting school or entity.

The process for payment of PIAA-registered sports officials' Regular Season fees is as follows:

1) Host schools or entities, and sports officials who have agreed to work a Contest or a multi-Contest event, such as a Tournament involving two or more PIAA member schools, shall, as early as is reasonably feasible, electronically or on paper complete an Officials' Contract for that Contest or Tournament. Disputes arising from oral agreements will not be considered by PIAA.

Host schools and entities should ensure that Contest officials' fees are paid to the officials **in a timely fashion for all** Regular Season Contests. Therefore, the failure of an official to have executed an Officials' Contract reasonably prior to the Contest or Tournament may result in the host school or entity being unable to comply with this recommendation.

2) Officials shall timely complete any requested expenditure reports, state, local, or federal tax forms, and any other accounting documents that may reasonably be required by the host school or entity.

3) Officials must complete their assignment as contracted and perform all duties as written in said contract. This includes, but is not limited to, appropriate time of arrival, equipment and Contest site inspections, pre-Contest activities (i.e., weigh-in), and all other duties as detailed by the sport specific National Federation of State High School Athletic Associations (NFHS) rules book and/or adopted PIAA policies.

### **Contract Disputes**

Any dispute arising out of an Officials' Contract may be brought by either the official or the host school or entity to the local elected PIAA District Officials' Representative, who shall attempt to mediate the dispute.

If the local District Officials' Representative is unable to resolve a claim by an official asserting a breach of the contract, the official may request a hearing before the local PIAA District Committee for failure of the host school or entity to adhere to the PIAA Policies and Procedures. Penalties may be enforced as per ARTICLE XIII, PENALTIES, of the PIAA By-Laws. This procedure is not available until the official has made a good faith effort to resolve the dispute through mediation with the District Officials' Representative.

## **EVALUATION OF OFFICIALS:**

### **POLICY REGARDING EVALUATION OF REGULAR SEASON, DISTRICT CHAMPIONSHIP, AND INTER-DISTRICT CHAMPIONSHIP CONTEST OFFICIALS:**

#### **EVALUATION OF REGULAR SEASON CONTEST OFFICIALS**

Evaluation forms for local chapters are available in each sport's chapter rules interpreter's meeting guide. Local chapters, in evaluating their member officials, may utilize these evaluation instruments. A composite of chapter members' evaluations should be submitted to each elected PIAA District Officials' Representative(s) for their information and use.

As a continuing service to local chapters, additional information and/or discussion items may also be obtained by contacting the PIAA Office.

#### **EVALUATION OF PIAA DISTRICT CHAMPIONSHIP CONTEST OFFICIALS**

It is recommended that all officials assigned to District Championship Contests in the sports of baseball, basketball, field hockey, football, lacrosse, softball, soccer, volleyball, and wrestling be evaluated.

It is recommended that PIAA District Officials' Representative(s) assign evaluators to District Championship Contests in the sports of baseball, basketball, field hockey, football, lacrosse, softball, soccer, volleyball, and wrestling. The District Officials' Representative(s) may defer to the PIAA District-appointed site manager to secure a capable evaluator. A list of chapter or district rules interpreters is available from the PIAA Office to assist in identifying trained observers to evaluate District Championship Contest-assigned officials.

An evaluation instrument, which has been developed by the Assistant Executive Director with assistance from the respective statewide rules interpreters, district interpreters, chapter interpreters and District Officials' Representative(s), is available from the PIAA Office to assist in the PIAA District evaluation process.

It is recommended that a completed evaluation form be submitted to the PIAA District Officials' Representative(s), Executive Director/Secretary and/or sport specific chairman immediately following the conclusion of the District Championship Contest but no later than 24 hours after the conclusion of that Contest, for use in further assessing Contest officials for subsequent rounds.

#### **EVALUATION OF PIAA-ASSIGNED INTER-DISTRICT CHAMPIONSHIP CONTEST OFFICIALS**

All officials assigned to Inter-District Championship Contests in the sports of baseball, basketball, field hockey, football, lacrosse, softball, soccer, volleyball, and wrestling are to be evaluated.

A District which hosts an Inter-District Championship Contest in that PIAA District shall have that District's elected Officials' Representative(s) communicate with the Assistant Executive Director as to who is assigned to evaluate the officials PIAA has assigned to that Contest. The Officials' Representative(s) may defer to the PIAA-appointed site manager to secure a capable evaluator. A list of chapter or district rules interpreters will be provided in each Inter-District Championship Contest Tournament director's handbook to assist in identifying trained observers to evaluate PIAA-assigned Contest officials.

An evaluation instrument, which has been developed by the Assistant Executive Director with assistance from the respective statewide rules interpreters, district interpreters, chapter interpreters and District Officials' Representative(s), is available in each Inter-District Championship Contest manager's handbook and is to be utilized in the evaluation process.

A completed evaluation form is to be submitted to the Assistant Executive Director, immediately following the conclusion of the Inter-District Championship Contest but no later than 24 hours after the conclusion of that Contest, for use in further assessing Contest officials for subsequent rounds.

## **NONDISCRIMINATION POLICY ON THE EVALUATION OF CONTEST OFFICIALS**

If PIAA, or any officers, agents, or employees thereof, or Chapters of Registered Sports Officials, or any officers, agents, and employees thereof participate in an evaluation of officials for Regular Season Contests involving a PIAA member school or District or Inter-District Championship Contests, they shall not discriminate against any Contest official on the basis of race, color, religion, gender, age, national origin, ethnic background, or non-performance related disability or handicap with respect to evaluation and rating.

If PIAA, or any officer, agent, or employee thereof, or any Chapter of Registered Sports Officials, or any officer, agent, or employee thereof, creates or maintains a system of evaluating officials for Regular Season Contests involving a PIAA member school or District or Inter-District Championship Contests, the evaluation system must be fair and equitable, must use race, color, religion, gender, age, national origin, ethnic background, or non-performance related disability or handicap-neutral evaluation criteria and procedures, and must include women among the persons performing the evaluations wherever it is practicable to do so. No person or entity listed in the immediately preceding sentence may participate in any such evaluation system if the person or entity knows that such system is not fair and equitable, does not use race, color, religion, gender, age, national origin, ethnic background, or non-performance related disability or handicap-neutral evaluation criteria, or does not include women among the persons performing the evaluation wherever it is practicable to do so.

In those instances in which a PIAA member school or group of member schools enters into a contract by which responsibility for the evaluation of Contest officials is given to another person or entity, PIAA recommends that PIAA member schools include contract language that is identical to or similar to the nondiscrimination provisions of this Policy. PIAA also recommends that, in those instances in which the responsibility for the evaluation of Contest officials is given to another person or entity by a PIAA member school or group of member schools in a document that is less formal than a contract (such as, for example, an annual letter), the document include equivalent language.

## **PROCEDURE FOR ADDRESSING CONCERNS OF SPORTS OFFICIALS REGARDING ASSIGNMENTS AND EVALUATIONS**

### **A. Discrimination in Assignments and/or Evaluations.**

Any PIAA-registered sports official who believes that he or she has been discriminated against by a school, assignor, or evaluator on the basis of race, color, religion, gender, national origin, ethnic background, or non-performance related disability or handicap should report, in writing, such allegation to either the Officials' Representative(s) of the PIAA District in which the sports official resides or the Assistant Executive Director. The sports official's report should identify the assignor(s) and/or evaluator(s) believed to have discriminated against the sports official, and describe in as much detail as is available the alleged discrimination. If the report is provided to the District Officials' Representative, that person shall promptly forward the report to the Assistant Executive Director.

Upon receipt of the report, the Assistant Executive Director shall offer to, directly or through a designee, mediate the dispute. Any assignor or evaluator accused of discrimination will be expected to participate in good faith in the mediation process. Refusal to so participate shall be communicated to the conference(s) or league(s) using the assignor or evaluator and shall render the assignor or evaluator ineligible to further assign or evaluate until the dispute is resolved.

Upon conclusion of efforts to mediate the dispute, the Assistant Executive Director will circulate the report from the sports official, in summarized form, as well as a report of the mediation, to the officers of PIAA and to the PIAA Board of Directors.

Any sports official who is dissatisfied with the results of mediation and who believes that a school, assignor, or evaluator engages in discrimination against sports officials may request a hearing before the PIAA Board of Directors. The sports official shall have the burden of demonstrating such discrimination. If such discrimination is found, the PIAA Board of Directors may (1) permanently, or for a specified period of time, prohibit any member school from utilizing the services of the assignor; (2) place the assignor on

probation consistent with the provisions of ARTICLE XIII, PENALTIES, Section 7, Probation, of the PIAA By-Laws; and/or (3) publicly censure the assignor consistent with the provisions of ARTICLE XIII, PENALTIES, Section 6, Public Censure, of the PIAA By-Laws.

PIAA, and any officers, agents, and employees thereof, and Chapters of Registered Officials, and any officers, agents, and employees thereof who participate in the assignment of sports officials for Regular Season Contest involving a PIAA member school or District or Inter-District Championship Contests, shall not retaliate against any person because of the filing of a report with the Officials' Representative or the Assistant Executive Director, or because of any person's involvement in the resolution of the report, or because of participation in any capacity in the case of Noreen P. Kemether v. PIAA.

**B. Dissatisfaction with Evaluation.**

Any registered sports official who believes that he or she has been incorrectly evaluated shall report, in writing, such dissatisfaction to either the Officials' Representative(s) of the PIAA District in which the sports official resides or the Assistant Executive Director. The sports official's report should describe, in as much detail as is available, the reasons why the evaluation is inaccurate.

Upon receipt of the report, the District Officials' Representative shall offer to, directly or through a designee, mediate the dispute. Any evaluator whose evaluation is challenged will be expected to participate in good faith in the mediation process. Refusal to so participate shall be communicated to the conference(s) or league(s) using the evaluator and shall render the evaluator ineligible to further evaluate absent a decision from the Board of Director reinstating the evaluator. If mediation is unsuccessful, the sports official may request a hearing before the District Committee to review the evaluation. Upon the conclusion of the hearing, the District Committee may (1) leave the evaluation as originally prepared; (2) strike the evaluation; and/or (3) direct that a new evaluation occur.

**POLICY REGARDING MEMBER SCHOOL SUPERVISION OF PIAA-  
REGISTERED SPORTS OFFICIALS ENGAGED TO OFFICIATE CONTESTS**

At all Contests between PIAA member schools, the host school shall ensure that PIAA-registered sports officials who have been engaged to officiate their Contests are given a changing area separate and apart from those changing areas utilized by student-athletes. If this is not physically possible, the host school shall establish and enforce a detailed plan identifying how it intends to prevent one-on-one unsupervised or unobserved contact by sports officials with student-athletes. Host schools shall take all steps reasonably necessary to ensure that the sports officials do not have other opportunities for one-on-one unsupervised or unobserved contact with student-athletes. The failure to adopt and implement appropriate procedures may disqualify the host school from hosting future Contests between PIAA member schools for a period of time deemed appropriate by the PIAA District Committee or the PIAA Board of Directors, within their respective jurisdictions, as well as imposition of other sanctions under ARTICLE XIII, PENALTIES, of the PIAA By-Laws.

<b>FINANCES</b>
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**POLICY REGARDING STANDARDIZATION OF REPORTING  
PROCEDURES AND CENTRALIZATION OF ACCOUNTING**

All PIAA District Committees shall adopt and implement the Pennsylvania Interscholastic Athletic Association, Inc. (PIAA) Accounting and Procedures Manual and a modified version of its Chart of Accounts, to provide for the standardization of reporting procedures and centralization of accounting.

All PIAA District Committees shall report their operating activities to PIAA, no less often than quarterly, to provide for the PIAA Board of Directors to fulfill its fiduciary responsibilities to the membership.

**POLICY REGARDING MAINTAINING A DISTRICT-WIDE BANKING  
RELATIONSHIP AND DISBURSING PAYMENTS BY CHECK  
AT DISTRICT CHAMPIONSHIP CONTESTS**

PIAA District Committees shall maintain a District-wide banking relationship to provide District Championship Contest managers with a mechanism for depositing revenues generated as a result of those Contests. Such revenues shall be deposited within two (2) business days of the completion of the Contest and shall not be deposited in any personal or other accounts.

PIAA District Committees shall issue checks for reimbursement to participating member schools (if applicable) and payments to Contest sites for their non-contracted rental charges and services, PIAA District-Appointed Contest managers, PIAA District-Assigned Contest officials, and all other individuals compensated in an amount in excess of \$100 for facilities or services rendered in connection with District Championship Contests. Payments to Contest sites for their non-contracted rental charges and services, PIAA District-Appointed Contest managers, and all other individuals compensated in an amount in excess of \$100 for facilities or services rendered in connection with District Championship Contests shall occur as soon as reasonably possible following the (1) submission of the respective District Championship Contest(s) financial reports to the respective PIAA District Treasurers.

**POLICY REGARDING MAINTAINING A STATEWIDE BANKING  
RELATIONSHIP AND DISBURSING PAYMENTS BY CHECK  
AT INTER-DISTRICT CHAMPIONSHIP CONTESTS**

PIAA shall maintain a statewide banking relationship to provide Inter-District Championship Contest managers with a mechanism for depositing revenues generated as a result of those Contests. Such revenues shall be deposited within two (2) business days of completion of the Contest and shall not be deposited in any personal or other accounts. Inter-District Championship Contest managers may, in the alternative, deposit those revenues in the respective PIAA District Committee depository. Within two (2) business days of depositing the revenues in the District Committee depository, all deposited funds shall be transferred to PIAA's bank.

PIAA shall issue checks for reimbursement to participating member schools and payments to Inter-District Championship Contest(s) sites for their non-contracted rental charges and services, PIAA-Appointed Contest(s) Managers, PIAA-Assigned Contest(s) Officials, and all other individuals for facilities or services rendered in connection with Inter-District Championship Contest(s). Payments shall occur as soon as reasonably possible following the submission of the respective Inter-District Championship Contests financial reports to the PIAA Director of Business Affairs.

**INTER-DISTRICT CHAMPIONSHIP CONTESTS POLICY REQUIRING THE SUBMISSION  
OF IRS 1099 INFORMATION AND ADHERENCE TO SCHEDULES OF HONORARIA**

PIAA shall remit payment to Contest managers, Contest officials, and all other individuals who are compensated for services rendered in connection with Inter-District Championship Contests only upon submission of their respective social security numbers, full names, and home addresses.

PIAA shall require Contest managers to adhere to the schedule of honoraria provided for in the respective Contest managers' handbooks.

## **PURCHASES:**

### **PURCHASES SUBJECT TO REQUEST FOR QUOTATION (RFQ)**

Non-incidental merchandise and services expected to cost more than \$5,000 may be let on telephonic quotations.

PIAA shall issue Requests for Quotation (RFQs) for non-incidental merchandise and services expected to cost more than \$10,000.

Office and electronic data processing equipment, furniture, championship apparel, championship awards, and promotional items to be purchased by PIAA and all contracts for printing, construction, reconstruction, repairs, maintenance or work on the PIAA building and property, expected to cost more than \$5,000 but less than \$10,000 may be let on telephonic or written quotations.

Office and electronic data processing equipment, furniture, championship apparel, championship awards, and promotional items to be purchased by PIAA and all contracts for printing, construction, reconstruction, repairs, maintenance or work on the PIAA building and property, expected to cost \$10,000 or more may be let only on written quotations in the form of sealed bids.

Requests For Quotation (RFQs) shall be transmitted by no less than USPS First Class Mail to vendors named on the PIAA established vendor bid lists for office and electronic data processing equipment, furniture, championship apparel, championship awards, and promotional items to be purchased by PIAA and all contracts for printing, construction, reconstruction, repairs, maintenance or work on the PIAA building and property, expected to cost \$10,000 or more.

Requests for Quotation (RFQs) specifications for merchandise or services expected to cost \$10,000 or more shall be prepared by the Director of Business Affairs and the sealed bid responses shall be opened publicly by the Director of Business Affairs before a Committee of the PIAA Board of Directors following the deadline for receipt of sealed bid responses to Requests For Quotation (RFQs) in the PIAA Office.

Whenever a party responds to a Request for Quotation (RFQ) for performance of work and later claims a mistake, error or omission in preparing said response, before the RFQs are opened, it shall make known the fact; in such case the response shall be returned unopened, without prejudice to the opportunity for the party to submit a substitute response.

This policy is not intended to prevent the letting of contracts under emergency conditions without a Request for Quotation (RFQ).

### **PURCHASES BUDGETED**

It is the policy of the Board of Directors that when funds are available all purchases contemplated within the current budget and not subject to Request for Quotation (RFQ) shall be made in a manner that ensures the best interests of PIAA.

All purchases that are within budgetary limits and were originally contained within the budget may be made upon authorization of the Director of Business Affairs.

All purchase requests must be referred to the Director of Business Affairs, who shall check whenever the proposed purchase is subject to Request for Quotation (RFQ) and whether sufficient funds exist in the budget.

In the interests of economy, fairness and efficiency in its business dealings, the Board of Directors requires that:

1. Items commonly used be standardized whenever possible.

2. Opportunity to do business with PIAA shall be provided to as many responsible suppliers as possible. Lists of potential suppliers for various types of supplies, equipment and services will be developed and maintained.

While it is the Board of Directors' intent that PIAA purchase quality materials, merchandise, and supplies at the lowest possible cost through open competition if all other considerations are equal, the Board of Directors prefers that PIAA purchase within the Commonwealth of Pennsylvania from established merchants.

#### **PURCHASES NOT BUDGETED**

PIAA's interests require fiscal responsibility by the Board of Directors in the operation of the Association. Appropriate fiscal controls shall be adopted to ensure that funds are not disbursed in amounts in excess of the current budget.

When funds are not available for a proposed purchase, the Board of Directors may make a transfer from one class of expenditure to another if it is apparent that the necessary surplus funds do exist in another class of expenditure, and it can be demonstrated that the proposed purchase would be warranted in the current fiscal year.

Under normal conditions, planned purchases that would exceed the amount appropriated by no more than \$1,000 may be placed in accordance with PIAA policy by the Director of Business Affairs provided a sufficient amount is available in some other category of the budget for transfer by the Board of Directors to cover the purchase.

Any expenditure in excess of appropriation made in conformance with this policy shall be reported to the Board of Directors at its next meeting with a recommendation of funds to be transferred to cover said purchase.

#### **POLICY REGARDING BUDGETARY RESERVE**

As it is considered sound management practice to provide for operating contingencies, it is the policy of PIAA that a budgetary reserve be established.

Experience indicates that there are certain variables over which control is impossible regardless of the care with which the budget is prepared. These variables include unpredictable changes in the cost of goods sold and services and the occurrence of events which are vaguely perceptible during the time of budget preparation but which, nevertheless, may require expenditures by PIAA during the year for which the budget is being prepared.

In determining an appropriate budgetary reserve, the Administrative Staff should estimate expenditures using Generally Accepted Accounting Principles (GAAP), and estimate revenues using historical trends; national, Regional, and statewide economic conditions; and identifiable local events that will materially affect PIAA's income at Board of Directors'-approved championships (finals) sites.

Expenditures may not be recorded against the budgetary reserve, only against the line items that appear throughout the Association's unrestricted expenses.

#### **POLICY REGARDING BUDGETARY TRANSFERS**

As unforeseen events or changes in priorities that occur during the year often require a redirection of budgeted funds, it is PIAA policy that budget transfers of unrestricted expenses, unrestricted revenues, and cash flows, be made on an as needed basis.

The budget may be amended by a two-thirds majority of the Board of Directors, with the minutes of the meeting(s) at which the as needed budget transfers are made, disclosing the original budget amount, the amount of the amendment, and the amended budget amount.

### **POLICY REGARDING PIAA MISCELLANEOUS EXPENDITURES**

To enhance the morale and enthusiasm of volunteers and to recognize outstanding service by volunteers and employees of PIAA, the PIAA Board of Directors authorizes the Executive Director to periodically, and at the Executive Director's discretion, provides tokens of appreciation to volunteers and employees. Unless first approved by the PIAA Executive Committee, each expenditure shall not exceed \$500.00. Expenditures under \$500.00 shall be reported by the Executive Director to the Board of Directors at its next regularly scheduled meeting.

This policy includes, but is not limited to, the expenditure of monies for memorial contributions and/or remembrances, recognition of Secretaries' Day, and the Holiday Luncheon.

### **POLICY REGARDING PURCHASES FOR MEMBERS OF THE PIAA BOARD OF DIRECTORS**

PIAA shall provide a PIAA-business bag and a watch, all on a one-time basis, to incoming members of the PIAA Board of Directors. PIAA shall also provide a 5-year service ring, on a one-time basis, to members of the PIAA Board of Directors, in appreciation of their voluntary service to statewide interscholastic athletics.

### **REIMBURSEMENT POLICIES:**

#### **POLICY REGARDING REIMBURSEMENT FOR PIAA-BUSINESS RELATED EXPENSES**

PIAA shall provide for reimbursement of ordinary and necessary expenses incurred in conducting the business of this Association. Reimbursement for PIAA-business related expenses shall be made upon submission of itemized receipts for non-alcoholic beverages, meals and incidental expenses, or, in the alternative, the relevant IRS per diem, lodging, telephone charges, parking charges and other transportation related expenses, including mileage at the prevailing IRS rate.

#### **NATIONAL FEDERATION OF STATE HIGH SCHOOL ASSOCIATIONS (NFHS) ANNUAL SUMMER MEETING ATTENDANCE AND REIMBURSEMENT POLICY**

PIAA shall provide for the attendance of the members of the PIAA Board of Directors and Administrative Staff at National Federation of State High School Associations (NFHS) annual summer meetings, subject to the Policy Regarding Reimbursement for PIAA-Business Related Expenses, with travel reimbursement for the lesser of either roundtrip airfare or roundtrip mileage and subject to appropriate budgetary restrictions.

Where expenditures exceed the amount budgeted, the established treasuries of the District Committees or affiliated associations of the Board of Directors attending the NFHS annual summer meeting shall share proportionately in the amount expended over budget, based on the number of representatives from those District Committees or affiliated associations in attendance at that meeting.

PIAA shall also provide for the attendance of the Executive Director, and/or the Executive Director's designee(s) from the Administrative Staff, Legal Counsel, and PIAA Statewide Rules Interpreters at NFHS Section 2, Winter, and Summit Meetings; NFHS Legal Meeting; and NFHS Rules Interpreters' Meetings, respectively; and other appropriate out-of-state meetings, subject to the Policy Regarding Reimbursement For PIAA-Business Related Expenses, with travel reimbursement for the lesser of either roundtrip airfare or roundtrip mileage and subject to appropriate budgetary restrictions. Such expenditures shall be reported by the Executive Director to the Board of Directors at its next regularly scheduled meeting.

**REIMBURSEMENT POLICY REGARDING MEMBER SCHOOLS PARTICIPATING  
IN PIAA INTER-DISTRICT FOOTBALL CHAMPIONSHIPS**

The following reimbursement policy shall apply to all PIAA Inter-District football **first, quarterfinal, semi-final round** and **championship (final)** Contests to help defray the expenses incurred by participating member schools:

Schools shall be reimbursed \$5.00 per one-way mileage for two vehicles **and** \$1.00 for each advance adult general admission ticket sold by the school and \$.50 for each advance student general admission ticket sold by the school.

All reimbursement checks, made payable to the respective participating member schools, shall be mailed to those schools, from the PIAA Headquarters, following the conclusion of the PIAA Football Championships.

Mileage claims made by participating member school athletic administrators will be determined by PIAA Headquarters staff utilizing MAPQUEST or a similar Internet site designed to calculate mileage from a starting point to a destination.

**REIMBURSEMENT POLICY REGARDING MEMBER SCHOOLS  
PARTICIPATING IN PIAA INTER-DISTRICT WRESTLING REGIONS**

Member schools are responsible for acquiring their own lodging and meals. Each competing member school is responsible for the transportation expenses of its Coaches and contestants. PIAA will *not* reimburse member schools for lodging, meals, or transportation expenses.

**REIMBURSEMENT POLICY REGARDING MEMBER SCHOOLS  
PARTICIPATING IN PIAA INTER-DISTRICT WRESTLING CHAMPIONSHIPS**

Member schools are responsible for acquiring their own lodging and meals. Each competing member school is responsible for the transportation expenses of their Coaches and contestants. PIAA will not reimburse member schools for transportation expenses.

PIAA will reimburse member schools an expense allowance to defray the cost of lodging and meals for all contestants and two (2) Coaches per member school. Member schools will be reimbursed for lodging and meals when a contestant has been eliminated from further competition in the Championship bracket. Reimbursement will be on a per person basis, based upon the region from which the member school qualified, as follows:

<b>Region</b>	<b>Preliminaries</b>	<b>Quarterfinals</b>	<b>Semi-Finals</b>	<b>Finals</b>
SC	\$20	\$30	\$40	\$50
SE	\$30	\$40	\$50	\$60
ME	\$40	\$50	\$60	\$70
SW	\$50	\$60	\$70	\$80
NW	\$60	\$70	\$80	\$90

All reimbursement checks, made payable to the respective participating member schools, shall be mailed to those schools, from the PIAA Headquarters, following the conclusion of the PIAA Wrestling Championships.

**REIMBURSEMENT POLICY REGARDING MEMBER SCHOOLS PARTICIPATING  
IN PIAA INTER-DISTRICT BASKETBALL CHAMPIONSHIPS**

The following reimbursement policy shall apply to all PIAA basketball **first, second, quarterfinal, semi-final round** and **championship (final)** Contests to help defray the expenses incurred by participating member schools:

Schools shall be reimbursed \$5.00 per one-way mileage for one vehicle **and** \$1.00 for each advance adult general admission ticket sold by the school and \$.50 for each advance student general admission ticket sold by the school.

All reimbursement checks, made payable to the respective participating member schools, shall be mailed to those schools, from the PIAA Headquarters, following the conclusion of the PIAA Basketball Championships.

Mileage claims made by participating member school athletic administrators will be determined by PIAA Headquarters staff utilizing MAPQUEST or a similar Internet site designed to calculate mileage from a starting point to a destination.



<b>PERSONNEL</b>
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**POLICY CONCERNING THE ANNUAL EVALUATION OF THE EXECUTIVE  
DIRECTOR AND OTHER ADMINISTRATIVE AND SUPPORT STAFF**

**Purpose:**

To provide a formal process for the annual evaluation of the Executive Director and other administrative and support staff.

**Policy:**

**EXECUTIVE DIRECTOR**

The President of the PIAA shall annually initiate the process for the evaluation of the Executive Director.

This process shall include:

1. Mailing of Board of Directors-approved evaluation form to all members of the Board of Directors by no later than April 15 each year.
2. Return of all evaluations in a special marked, postage-paid envelope to the attention of the President of PIAA at that President's designated address by no later than May 1 each year.
3. The President shall open and tabulate the evaluation results for presentation to the Executive Committee by no later than its meeting to prepare for the May Board of Directors' meeting.
4. The President shall initiate a review of the tabulated evaluations by the full Board of Directors no later than its May meeting.

**OTHER ADMINISTRATIVE AND SUPPORT STAFF**

The Executive Director shall initiate and complete a formal evaluation process for all other administrative and support staff by no later than June 30 each year.

The results of these evaluations shall be reviewed with the Executive Committee at their next scheduled meeting following completion of this process.

The Executive Committee shall initiate a review of the other administrative and support staff evaluations with the full Board of Directors no later than its July meeting.

**PIAA INTERNSHIP**

The purpose of this internship is to provide college students with practical experience in the field of Sports Administration/Management. The student interns are required to coordinate their experience with their classroom activities and course requirements. The PIAA Administrative Staff supervises the experience in conjunction with a faculty advisor of the respective college/university.

The process to determine qualified candidates encompasses the following items:

1. Letter of application.
2. Copies of transcripts - graduate and undergraduate (as appropriate).
3. Letters of recommendation (at least two).
4. Professional references (at least three) with appropriate contact information including business, home telephone numbers and e-mail address.
5. Internship requirements - at least 20 hours per week.  
At least 120 hours total or as determined by college/university policy.

6. Journaling of activities in a daily log - compilation of all days, weeks, months.
7. Definition of projects/contracts/deadlines (as determined by PIAA).
8. Financial reimbursement will only include travel and out-of-pocket expenses borne on behalf of PIAA by the student or as determined by college/university policy.
9. Standards and requirements to be followed and incorporated in the practical experience, as provided by the advisor of the involved college/university.
10. Documentation/paperwork to be completed with confirmation of satisfactory performance including signoff by college/university and by PIAA as per college/university policy.

#### **POLICY REGARDING ANONYMOUS CALLS, E-MAILS, AND LETTERS**

The PIAA Administrative Staff receives many calls, e-mails, and letters each day. On occasion, the caller or the author of the e-mail or letter is anonymous. This type of communication is difficult, at best, for the PIAA Administrative Staff to handle. Many anonymous communications seek specific interpretations of PIAA By-Laws and/or matters of eligibility; or to report alleged violations of the PIAA Constitution, By-Laws, Policies and Procedures, and/or Rules and Regulations. In many instances a complaint is presented with no way to identify and confirm with the affected member school or individual.

Accordingly, anonymous communications received at the PIAA Office, which allege a violation by a specifically identified member school, Coach or other representative of a member school, or student, shall be forwarded to the athletic administration of the affected member school and to the chairman of the PIAA District Committee that has jurisdiction over that school. Where such anonymous communications received at the PIAA Office allege a violation by a specifically identified sports official, such communication shall be forwarded to that sports official and that sports official's elected District Committee Officials' Representative. The PIAA Administrative Staff shall take no further action in regard to anonymous communications.

#### **ADVICE BY PIAA REGARDING ELIGIBILITY ISSUES**

PIAA regularly receives questions from schools, students, parents, and other interested persons requesting advice relating to student eligibility. PIAA staff members and District Committees may respond to questions of a general nature but are not authorized to bind PIAA as to a particular student's eligibility. PIAA staff members and District Committees shall not respond to e-mail requests for advice regarding eligibility. Any school desiring a formal decision relating to the eligibility of a particular student shall submit a written request for such a determination to the appropriate District Committee.

#### **POLICY REGARDING E-MAIL RESPONSES**

Because of the volume of e-mail messages that arrive at the PIAA headquarters, the staff may not be able to timely respond to all inquiries. The first priority in responding to messages is to member schools and registered sports officials. If time permits, PIAA staff members shall thereafter attempt to respond to other e-mails.

<b>RECORDS</b>
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## **POLICY REGARDING DISCLOSURE OF RECORDS**

**A. DISCLOSURE OF RECORDS TO MEMBERS OF THE BOARD OF DIRECTORS:** Directors of PIAA stand in a fiduciary relation to the corporation and are required to perform their duties as directors in good faith, in a manner they reasonably believe to be in the best interest of the corporation, and with such care, including reasonable inquiry, skill, and diligence, as persons of ordinary prudence would use under similar certain circumstances. PIAA directors are entitled to see and use documents of PIAA that are necessary for them to carry out their duties as directors.

**B. DISCLOSURE OF RECORDS TO DISTRICT COMMITTEES AND MEMBERS:** The decision as to what documents, or categories of documents, should be made available to District Committees and PIAA members shall be determined by the Board of Directors, through specific decisions, the adoption of policies, or delegation of authority to officers and administrative staff. The Board of Directors should permit access by District Committees and PIAA members to those documents necessary for them to carry out their duties under the PIAA Constitution and By-Laws.

**C. DISCLOSURE OF RECORDS PURSUANT TO REQUEST OF NON-PIAA ENTITIES AND PERSONS:** In accordance with the following procedures, certain PIAA records may, upon request, be made available to persons not covered by the above stated policies.

**1. Open-Records Officer.** The Executive Director, or the Executive Director's designee, shall be the Open-Records Officer of PIAA. The Open-Records Officer shall receive requests for records received by PIAA, shall direct requests to appropriate persons within PIAA, shall track PIAA's progress in responding to requests and shall issue interim and final responses to said requests.

**2. Form of Request.** Requests for records submitted to PIAA shall be addressed to the Open-Records Officer. PIAA personnel may fulfill oral requests for documents but are not required to do so. A written request shall be directed to the PIAA Open-Records Officer. The request should identify or describe the records sought with sufficient specificity to enable PIAA to ascertain which records are being requested and shall include the name and address to which PIAA should address its response.

**3. Receipt of Request.** Upon receiving a request, the Open-Records Officer shall:

- a. Note the date of receipt on the written request;
- b. Note on the written request when five (5) business days from date of receipt will expire;
- c. Maintain an electronic or paper copy of the written request, including all records submitted with the request; and
- d. Create a file as to the request. Said file shall include at least the following: (1) the original request; (2) a copy of the response; and (3) a copy of other communications.

**4. Timing of Response.** Within five (5) business days of receipt of a request, the Open-Records Officer shall respond to said request. Said deadline shall be extended if the Open-Records Officer determines that one of the following applies:

- a. The request requires redaction of a record;
- b. The request requires retrieval of records stored in a remote location;
- c. A timely response to the request cannot be accomplished due to bona fide and specified staffing limitations;
- d. A legal review is necessary to determine whether the record is subject to access under this Policy;
- e. The requester has not complied with the Policy;
- f. The requester has refused to pay the applicable fees; and/or
- g. The extent or nature of the request precludes a response within five (5) business days.

Should the Open-Records Officer determine that an extension is necessary, the Open-Records Officer shall, within five (5) business days of receipt of the request, so notify the requester. The notice shall state that the request is being reviewed and shall set forth the reason for the extension, a reasonable date upon which a response is expected to be provided, and an estimate of applicable fees owed when the records become available. Unless consented to by the requester, the extension shall not exceed thirty (30) days.

**5. Form of Response.**

- a. **Format of Production:** The Open-Records Officer shall timely make available for inspection during normal business hours all non-privileged requested records. To the extent that copies of records are requested, said copies shall be provided in the medium requested if the records are kept in said medium. Otherwise, the records shall be produced in the medium in which they exist. No requester shall be entitled to have access to any computer maintained by PIAA or any of its personnel. In responding to a request for records, the Open-Records Officer shall not be required to create, compile, or organize records which do not already exist or are not so compiled or organized.
- b. **Records Available on Web Site:** If the requested records are available on the PIAA Web site, the Open-Records Officer may respond to the request by so notifying the requester. If the requester nevertheless requests production of the records, PIAA shall do so and shall charge an appropriate fee for provision of such records.
- c. **Specific Categories of Records Available for Inspection/Copying:** The following records shall be accessible for inspection and duplication by a requester in accordance with this Policy.
  - 1. Records of athletic performances and athletic records of student athletes and member schools.
  - 2. The PIAA Constitution, By-Laws, Policies and Procedures, and Rules and Regulations.
  - 3. Agendas for and Minutes of PIAA Board of Directors and its Committees (with the exception of its Human Resources Committee) meetings.
  - 4. Agendas for and Minutes of PIAA Advisory and Steering Committees meetings.
  - 5. All contracts between PIAA and third parties.
  - 6. Bids submitted by, and contracts entered into with, vendors.
  - 7. Bids submitted by, and contracts entered into with, entities seeking to host PIAA Inter-District Championship Contests. Entities submitting proposals should be aware that requests to keep all or some of the contents thereof confidential cannot be accepted by PIAA.
  - 8. School membership applications.
  - 9. Contracts for cooperative sponsorship of a sport.
  - 10. Annual financial statements.
  - 11. Annual budget.
- d. **Specific Categories of Records not Subject to Inspection/Copying:**
  - 1. Personal Private Information of student athletes, sports officials, and PIAA personnel.
  - 2. Athletic eligibility and school sanction decisions, except as permitted in PIAA's Policy Regarding Confidentiality of Information Relating to Student-Athletes, Member Schools, Sports Officials, and Other Adults.
  - 3. Background check reports obtained from sports officials registered with PIAA since April 1, 2007.

4. Agendas for and Minutes of executive sessions of the Board of Directors and its Human Resources Committee.
5. Employee personnel files and records, other than the name, position, salary, actual compensation, and employment contracts of personnel.
6. Memoranda and reports of PIAA's counsel relating to litigation.
7. Medical information regarding any PIAA-related personnel.
8. Records containing the Social Security number; driver's license number; personal financial information; home, cellular, or personal telephone numbers; personal e-mail addresses; and other confidential personal identification information of any person.
9. Records containing a spouse's name, marital status, beneficiary, or dependent information of any person.
10. Drafts of amendments to the PIAA Constitution, By-Laws, Policies and Procedures, and Rules and Regulations not yet disseminated to members of the Board of Directors.
11. Records relating to investigations of student-athletes, sports officials, and schools; including complaints, investigative materials, correspondence, and reports.

**e. Redaction:** The Open-Records Officer shall redact from production those records, and portions of records, which are privileged or are exempt from production.

**f. Notification of Third Parties:** Where records produced have been provided to PIAA by third parties, and those records are the subject of the request, the Open-Records Officer may, if deemed appropriate, notify the third parties of the request and the requester.

**6. Payment of Fees:** The Open-Records Officer may charge a requester the costs incurred by PIAA for (1) actual postage; and (2) costs of duplication. Where said costs are projected to exceed \$100, said payment shall be required in advance of production. No future production shall be made to any person or entity who has not paid for a prior production until such amount due and owed is paid. Additionally, where payment for prior productions was not made within thirty (30) days of production, the Open-Records Officer may make future productions contingent upon prepayment of estimated costs.

**7. Denial of Request:** If the Open-Records Officer denies a written request for access, said denial shall specify (1) a description of the record(s) requested; (2) the specific reasons for the denial; (3) the typed name, title, business address, business telephone number, and signature of the Open-Records Officer; (4) the date of the response; and (5) the procedure to appeal the denial of the request to the Office of Open Records.

**D. RETENTION:** Nothing in this policy is intended to modify, rescind, or supersede any record retention and disposition schedule established pursuant to PIAA policy.

**E. CONFIDENTIAL INFORMATION:** Nothing in this policy is intended to supersede PIAA's Policy Regarding Confidentiality of Student-Athlete and Member School Information.

**F. POSTING OF INFORMATION.** PIAA shall post, at its Headquarters and on its Web site, the following:

1. This Policy;
2. Contact information for the Open-Records Officer; and
3. A form which may be used to file a request with PIAA.

## **POLICY REGARDING RETENTION OF RECORDS**

### **A. Records Retention.**

The administrative staff should keep PIAA documents for a reasonable period of time which, unless substantial reasons exist to extend such period, shall be presumed to be three years.

If the records have a possibility of being related to pending or threatened litigation, they should be retained as long as litigation is pending or possible. In determining whether records can be destroyed prior to the expiration of the statute of limitations, consideration should be given to the chances of litigation, which party will have the burden of proof, and the exact time period when the statute of limitation applies.

### **B. Employee Related Records.**

1. PIAA shall keep copies of the following records for a period of three years:

records of hours worked and wages paid to each employee;

records of the wages, job classification, and other terms and conditions of employment for each employee;

records of each minor with a transferable work permit who is employed;

authorizations from employees for PIAA to deduct money from wages;

information relating to wages, places of work, names, social security numbers, goods manufactured, and certificate numbers of home workers;

records showing the personal information, number of hours worked each day in each craft, and the hourly rate paid to each worker employed in connection with a public-works project

records of the total remuneration paid, travel and business expenses, place of employment, and separation information of employees;

records of every work-related injury reported by an employee or which he or she has knowledge; and

employment and personnel records made or kept by the employer, including application forms, records concerning hiring, promotion, demotion, transfer, layoff or termination, rates or other terms of compensation, and selection for training (to be kept from the date the record was made or personnel action was taken, whichever is later);

basic records containing employee, payroll, individual contracts or collective bargaining agreements, certificates and notices of the Wage-Hour Administrator, and sales and purchase records.

supplementary basic records, including billing records, basic earnings records, and documentation of basis for any wage differential to employees of opposite sex should be retained for 2 years.

all records relating to compliance with the Family Medical Leave Act's general requirement for leave and any notices or documents relating to such. All documents relating to medical certifications or medical histories of employees or their families are to be treated as confidential and to be kept as separate files.

2. Personnel records in relation to a charge brought against PIAA shall be kept at least until the disposition of the charge or action.
3. Records relating to apprenticeship programs, including records made for EEO-2 or similar reports shall be kept for 2 years from the date the application was received or for the period of successful applicant's apprenticeship, whichever is longer.
4. Employee benefit plans and written seniority or merit rating systems shall be maintained during the term of the plan plus 1 year after termination.

5. Certificates of age should be maintained until the termination of employment.
6. Payroll records must be maintained for 4 years after the unemployment compensation insurance contributions relating to that payroll period have been paid. Attendance records should be maintained for 2 years after that period.

**C. Retention by Schools of PIAA Related Records.**

Unless reasonable grounds exist to retain them for a longer period, PIAA member schools should retain all records (including CIPPE forms) relating to the athletic eligibility of students so long as the student remains eligible and for two years thereafter.

**D. Other Records.**

The PIAA Administrative Staff shall conduct a periodic review of other categories of PIAA records to determine whether such documents have some fiscal, legal, or administrative value. They shall then establish a program, to be maintained by the Executive Director, or the Executive Director's designee, for the systematic destruction or disposal of such records.

If a record becomes involved with litigation, PIAA shall retain the record through the course of litigation. In terms of litigation, records directly relating thereto shall be retained for 10 years.

There shall be routine purges, to be conducted every six months, of PIAA's back up tapes to eliminate the e-mails that are wasting space on computer hard drives. To permit employees to retrieve information from the system prior to the purge, employees shall be advised of the upcoming purge with a two-month, a month, and then a week's notice of the purge. Employees may print out any item of correspondence that has some value, or transfer it to another drive on the computer. The paper or electronic document should then be retained so long as it has utility, or so long as required by PIAA policy.





**PIAA DISTRICT AND/OR INTER-DISTRICT  
CHAMPIONSHIPS**



## **GENERAL CONTROL OF INTER-DISTRICT CHAMPIONSHIP CONTESTS**

The PIAA Board of Directors shall have general control of and responsibility for all Inter-District Championship Contests, including PIAA Inter-District Championship (Final) Contests.

The District Committee of each PIAA District shall conduct and control all District Championship Contests, subject to approval of the PIAA Board of Directors.

PIAA District qualifying procedures must conform to the Constitution, By-Laws, Policies and Procedures, and Rules and Regulations of PIAA.

PIAA Districts shall conclude all District Championship Contests in each sport no later than the deadline for the conclusion of District Championships, as established by PIAA. In the case of emergency or extenuating circumstances, District Championships may be completed following the PIAA District Deadline, with prior approval from the Executive Director, or the Executive Director's designee.

The Executive Director, or the Executive Director's designee, shall have the authority and responsibility for determining preliminary, first, second, quarterfinal, and semi-final round sites for all Inter-District Championship Contests.

## **SELECTION OF INTER-DISTRICT CHAMPIONSHIP CONTESTANTS AND/OR TEAMS**

District Committees shall determine all contestants and/or Teams to represent that District in all PIAA Inter-District Championship Contests, subject to the approval of the PIAA Board of Directors.

## **INTER-DISTRICT CHAMPIONSHIPS STUDENT ADMISSION POLICY**

Student general admission prices will be charged, for all PIAA Inter-District Championship Contests, to all students, in grades K-12 inclusive. Reserved seat student admission prices will be charged to all pre-school age individuals **and** to all students in grades K-12, inclusive.

## **INTER-DISTRICT CHAMPIONSHIP CONTEST AWARDS**

**Baseball:** Champion and runner-up Teams receive trophy. Members of champion and runner-up Teams receive individual awards (25 per Team).

**Basketball:** Champion and runner-up Teams receive trophy. Members of champion and runner-up Teams receive individual awards (25 per Team).

**Competitive Spirit:** Champion and runner-up Teams receive trophy. Members of champion and runner-up Teams receive individual awards (20 per small; 25 per medium; and 30 per large and co-ed Teams).

**Cross Country:** First 25 finishers receive individual awards.

**Cross Country, Team:** Champion and runner-up Teams receive trophy. Members of champion and runner-up Teams receive individual awards (10 per Team).

**Field Hockey:** Champion and runner-up Teams receive trophy. Members of champion and runner-up Teams receive individual awards (25 per Team).

**Football:** Champion and runner-up Teams receive trophy. Members of champion and runner-up Teams receive individual awards (50 per Team).

**Golf:** First five female finishers and first ten male finishers receive individual awards. East and West Regions: First three finishers receive individual awards.

**Golf, Team:** Champion and runner-up Teams receive trophy. Members of champion and runner-up Teams receive individual awards (10 per Team).

**Lacrosse:** Champion and runner-up Teams receive trophy. Members of champion and runner-up Teams receive individual awards (25 per Team).

**Soccer:** Champion and runner-up Teams receive trophy. Members of champion and runner-up Teams receive individual awards (25 per Team).

**Softball:** Champion and runner-up Teams receive trophy. Members of champion and runner-up Teams receive individual awards (25 per Team).

**Swimming and Diving:** Champion and runner-up Teams receive trophy. First eight finishers in each event receive individual awards.

**Tennis:** First four finishers receive individual awards.

**Tennis, Team:** Champion and runner-up Teams receive trophy. Members of champion and runner-up Teams receive individual awards (12 per Team).

**Track & Field:** Champion and runner-up Teams receive trophy. First eight finishers in each event receive individual awards.

**Volleyball:** Champion and runner-up Teams receive trophy. Members of champion and runner-up Teams receive individual awards (25 per Team).

**Wrestling:** Champion and runner-up Teams receive trophy. First eight finishers in each weight class receive individual awards. Regions: Champion Team receives trophy. First four finishers (first six finishers in SE AA and SW AA) in each weight class receive individual awards.

**Wrestling, Team:** Champion, runner-up, third, and fourth place Teams receive trophy. Members of champion, runner-up, third, and fourth place Teams receive individual awards (25 per Team).

#### **USE OF DRONES POLICY**

For the purposes of this policy, a drone is any unmanned aerial device ("UAV").

Drones are not permitted above the competition surface or spectator areas during interscholastic Contests, Inter-school Practices and Scrimmages. Drones may not be used to scout opposing team Practices. Member schools may utilize drones for their own school team practice sessions based upon their local school policies.

Persons and/or schools violating this Policy shall be subject to sanctions which may be imposed under Sections 5, 6, 7 and/or 9 of ARTICLE XIII, PENALTIES, of the PIAA By-Laws.

Upon timely requests submitted to PIAA, the Executive Director is authorized to grant exceptions to this policy on a case-by-case basis with any host school/facility local policies.

#### **DISTRICT AND/OR INTER-DISTRICT CHAMPIONSHIP CONTESTS WEAPONS AND INSPECTION POLICY**

Weapons and items that could be used as weapons, including, but not limited to, any knife, cutting instrument, cutting tool, ice pick, nunchaku, firearm, shotgun, rifle, bat, club, and any other tool, instrument, or implement capable of inflicting serious bodily injury, may not be possessed at District and/or Inter-District Championship Contests by persons other than personnel previously authorized by PIAA or by the owner or director of security of the host facility to possess such weapons.

All persons, including, but not limited to, spectators, student-athletes, Coaches, trainers and other Team personnel, Contest officials, and media representatives attending District and Inter-District Championship Contests are subject to inspection for weapons. The inspections may be conducted by persons designated to do so by either PIAA or the host facility and may also include inspection of items including, but not limited to, bags, backpacks, belt bags, coats, and purses.

Any unauthorized person in possession of an object determined by the inspecting personnel to be a weapon shall be prohibited from attending the District and/or Inter-District Championship Contest or, if already in attendance, shall be required to leave the premises. The person may seek admission or re-admission upon demonstrating that he or she is no longer in possession of the weapon.

Any person refusing inspection shall not be permitted entry to the District and/or Inter-District Championship Contest or, if already having entered, shall be required to leave the premises.

**POLICY AND PROCEDURE CONCERNING SCHEDULING OF PIAA DISTRICT AND/OR INTER-DISTRICT CHAMPIONSHIP CONTESTS AND RELIGIOUS OBSERVANCES**

PIAA will attempt to avoid the scheduling of District and/or Inter-District Championship Contests on known major religious holidays. PIAA member schools are requested to do likewise. They are also requested to give serious consideration to requests for religious accommodations and should do so where such request is reasonable. In considering whether a request is reasonable, PIAA member schools should consider the factors discussed below.

PIAA District and Inter-District Championship Contests are scheduled several years in advance and the rescheduling of such Contests to other days cannot be reasonably considered by PIAA. As more fully set forth below, PIAA will consider, under appropriate circumstances, requests for other accommodations and scheduling changes on religious grounds.

**Procedure to Request Rescheduling of District and/or Inter-District Championship Contests:**

Requests, based upon a religious conflict, to reschedule Contests currently scheduled or to be scheduled in avoidance of particular dates, shall be made in writing by the Principal of the PIAA member school to the applicable PIAA District Chairman or District Executive, as to all District Championship Contests, and to the Executive Director, as to all Inter-District Championship Contests.

Each such request shall identify the Contest(s) to which the request applies, and shall set forth in reasonable detail the religious basis for the request and the beginning and end of the period of time involved.

The District Chairman or District Executive, or the Executive Director, as applicable, shall decide whether to grant or deny the request, in whole or in part, following such consultation, if any, as he or she may deem advisable under the circumstances.

**Evaluation of Requests:** The following factors should be addressed by the requester, and will be considered in evaluating requests for the scheduling or rescheduling of Contests on religious grounds, to the extent applicable:

1. The amount of time remaining between the request and the event to be affected.
2. The number of persons on whose behalf the request is made.
3. The number of other persons potentially affected by granting of the request.
4. The nature of the effect on others, e.g. time, distance, competitive issues.
5. The status of arrangements for use of a site for the event.
6. The status of other arrangements for conducting the event.
7. The potential that granting the request may create conflicts with the religious observances of others.

The above list is not intended to be exhaustive. Such other factors as may be relevant under the circumstances of a given request are also to be addressed.

**POLICY RELATING TO INCLEMENT WEATHER DURING  
DISTRICT AND/OR INTER-DISTRICT CHAMPIONSHIP TOURNAMENTS**

The decision whether to postpone a Contest during a PIAA District and/or Inter-District Championship Tournament, prior to the start of such Contest, is the responsibility of the PIAA District-Appointed Contest Manager, in consultation with the PIAA District Tournament Director, or the PIAA-Appointed Contest Manager, in consultation with the PIAA Tournament Director, within their respective jurisdictions. Once a Contest begins, said decision is the responsibility of the Contest Official(s).

In considering whether a postponement is appropriate, Contest Managers, in consultation with the applicable Tournament Director, shall give priority consideration to the travel conditions and the health and safety of the participants, Contest Officials, and spectators. Contest Managers shall consider requests made by school officials. They may also weigh available reports and information from other sources regarding road and weather conditions and/or forecasts; and shall take into account the consequences of postponement, such as the availability of dates and sites for make-up Contests.

Where a decision is made not to postpone a Contest, the failure of a school to participate in such Contest shall constitute an automatic forfeit.

Time permitting; a school may appeal the imposition of forfeiture. For a forfeiture occurring during a District Tournament, said appeal shall be submitted to, and resolved by, the applicable District Chairman, or that District Chairman's designee. For a forfeiture occurring during the Inter-District Championship Tournament, said appeal shall be submitted to, and resolved by, the PIAA Executive Director, or the Executive Director's designee. Appeals will be considered only if they can be resolved in sufficient time to reasonably permit rescheduling of the Contest. An appeal may be denied solely on the basis that scheduling a make-up Contest is not reasonably feasible. The decision may not be further appealed.

If time does exist to schedule a make-up Contest, the applicable District Chairman, or that District Chairman's designee, or the Executive Director, or the Executive Director's designee, within their respective jurisdictions, shall have discretion to grant relief upon consideration of the following factors:

1. whether a request was timely made by the school to postpone the Contest;
2. whether the appeal was timely presented by the school;
3. whether road and weather conditions were, or were expected to become, extremely hazardous;
4. whether most other schools did participate in Contests in the same area on the same Contest date;
5. whether there were any unique or unusually dangerous conditions relating to the appellant school;
6. whether the appellant school, in making its decision, relied on information not available to the Contest Manager; and
7. the impact on the opponent and other participants in the Tournament of rescheduling the Contest.

**INDOOR EVENTS: SPECTATOR DECORUM**

The presence and/or the use of balloons, banners, laser pointers, noisemakers, pom-poms (by spectators), shakers, signs, sirens, strips of material, towels, whistles, and/or portable listening devices (without earphones) are PROHIBITED! Persons using such items may be removed from the Contest. The use of pom-poms by cheerleaders and small portable listening devices with earphones is permitted. During basketball Contests cheerleaders may utilize portable signs in their cheer performances and confirm that this does not violate the intent of the "no sign" policy. Spectators are prohibited from removing their shirt and/or using body paint while in attendance at District and Inter-District Championship Contests and may be removed from the Contest for doing so. Principals and Athletic Directors shall inform and publicize these regulations to students. The failure of a school to so inform or publicize will not, however, prevent removal from the Contest for violations of this policy.



### **OUTDOOR EVENTS: SPECTATOR DECORUM**

The presence and/or the use of balloons, whistles, and/or portable listening devices (without earphones) are PROHIBITED! Persons using such items may be removed from the Contest. The use of pom-poms by cheerleaders and small portable listening devices with earphones is permitted. Spectators are prohibited from removing their shirts and/or using body paint while in attendance at District and Inter-District Championship Contests and may be removed from the Contest for doing so. Principals and Athletic Directors shall inform and publicize these regulations to students. The failure of a school to so inform or publicize will not, however, prevent removal from the Contest for violations of this policy.

The Principal, Athletic Director, Coaches, team physician, team trainer, players in uniform, managers, ball holders, and statisticians are the only persons permitted in the team box.

### **POLICY REGARDING THROWING OF OBJECTS ONTO COMPETITION SURFACES AT INTER-DISTRICT CHAMPIONSHIP CONTESTS**

The PIAA Board of Directors is concerned with the practice of throwing objects onto competition surfaces during and at the end of Inter-District Championship Contests that determine qualifiers to PIAA Championships (Finals).

This practice places participants, Contest officials, Coaches, and others at risk of serious injury. It also creates additional competition surface maintenance problems for the host facilities of those Inter-District Championship Contests.

Accordingly, the throwing of objects onto competition surfaces is prohibited and PIAA will further request that the owner or director of security of the concerned facility request the police to enforce the littering provision of the Crimes Code on those offending persons.

### **POSTGAME POLICY REGARDING SPECTATORS ENTERING THE COMPETITION SURFACE**

PIAA member schools are responsible for the treatment of all visitors and officials attending contests conducted by their school. Access to competition areas should be limited to participating student-athletes, coaches, officials, and game personnel. For the safety of participants and spectators alike, at no time before, during or after a contest should spectators be permitted to enter the competition area prior to the teams and contest officials leaving the competition area.

### **POLICY REGARDING DISTRICT AND/OR INTER-DISTRICT CHAMPIONSHIP POST-CONTEST INTERVIEWS OF COACHES AND TEAM PERSONNEL**

Following completion of a PIAA District and/or Inter-District Championship Contest, Coaches, other school personnel, and persons affiliated with the Team shall not allow or participate in any interviews with the electronic and/or print media or other persons until both Teams have completed the congratulatory handshake ceremony, completed the awards presentation ceremony (applies to championship [final] Contests only), and departed the competition surface.

### **POLICY REGARDING INTERRUPTED PIAA DISTRICT AND/OR INTER-DISTRICT CHAMPIONSHIP CONTEST**

PIAA District and/or Inter-District Championship Contest managers, in conjunction with the respective PIAA District-Assigned or PIAA-Assigned crew of Contest officials, are authorized to make the determination as to whether or not a PIAA District and/or Inter-District Championship Contest will be resumed following an interruption.

**POLICY REGARDING COACH(ES) AND/OR CONTESTANT(S) DISQUALIFIED  
FROM PIAA INTER-DISTRICT CHAMPIONSHIP (FINAL) CONTEST FOR  
UNSPORTSMANLIKE CONDUCT OR FLAGRANT MISCONDUCT**

A Coach(es) disqualified from a PIAA Inter-District Championship (Final) Contest in a sport for unsportsmanlike conduct or flagrant misconduct shall be prohibited from participating in the congratulatory handshake and awards presentation ceremonies which immediately follow that Inter-District Championship (Final) Contest.

A contestant(s) disqualified (ejected) from a PIAA Inter-District Championship (Final) Contest in a sport for unsportsmanlike conduct or flagrant misconduct shall be prohibited from participating in the congratulatory handshake ceremony that immediately follows that Inter-District Championship (Final) Contest, but shall be permitted to participate in the awards presentation ceremony that immediately follows that Inter-District Championship (Final) Contest.

**INCIDENTS ARISING DURING INTER-DISTRICT CHAMPIONSHIP CONTESTS  
AND OTHER MATTERS DELEGATED TO THE EXECUTIVE DIRECTOR**

**I. Introduction.**

These procedural standards apply to matters arising during Inter-District Championship Contests and to other matters for which the Board of Directors has directed the Executive Director to investigate and make a determination.

**II. Basis for Executive Director to Make Determinations.**

ARTICLE VII, POWERS AND DUTIES OF BOARD OF DIRECTORS AND OFFICERS, Section 1G, of the PIAA Constitution, authorizes the PIAA Board of Directors to decide matters involving member schools located in different Districts. ARTICLE VII, POWERS AND DUTIES OF BOARD OF DIRECTORS AND OFFICERS, Section 1K, of the PIAA Constitution, further provides the Board of Directors with general control of Inter-District Championship Contests. ARTICLE VII, POWERS AND DUTIES OF BOARD OF DIRECTORS AND OFFICERS, Section 1M, of the PIAA Constitution, further provides that the Board of Directors shall exercise such other powers as are in keeping with the growth and needs of the Association. ARTICLE VII, POWERS AND DUTIES OF BOARD OF DIRECTORS AND OFFICERS, Section 2C, of the PIAA Constitution, provides, in part, that the Executive Director shall perform such other acts and duties in connection with the growth and needs of the Association as the Board of Directors may direct.

**III. Matters that the Executive Director may Hear.**

By resolution adopted by the Board of Directors on May 21, 2003, the PIAA Board of Directors authorized the Executive Director to investigate, make determinations, and impose appropriate penalties and remedies relating to incidents occurring during Inter-District Championship Contests. The Board of Directors may, at such times and under such circumstances deemed by it to be appropriate, further specifically authorize the Executive Director to investigate, make determinations, and impose appropriate penalties and remedies relating to incidents not properly brought initially before a District Committee.

The Executive Director shall not initiate an investigation or take disciplinary action without first advising the PIAA Executive Committee of such intention.

The Executive Director may delegate to an individual and/or District Committee the Executive Director's authority under this Policy to investigate and take disciplinary action relating to specified matters. All references in this Policy to "Executive Director" shall be deemed to include the delegate of the Executive Director.

**IV. Investigation and Hearing.**

Upon being made aware of an incident within the Executive Director's authority, the Executive Director shall notify in writing the affected school(s) of the Executive Director's intention to investigate and decide the matter.

The Executive Director may investigate and request that the appropriate persons conduct investigations and submit reports for the Executive Director's review. Upon receipt of such information, he may (1) consider the matter closed; (2) schedule a hearing to consider the matter; (3) request additional information; and/or (4) inform the school(s) of the Executive Director's analysis and proposed actions based upon the written submissions. If any school objects to the proposed resolution, that school may request a hearing before the Executive Director.

Upon request of the Principal of the school requesting a hearing, the Executive Director shall provide the Principal with a copy of all written material received for the hearing.

#### **V. Manner of Consideration of Hearing.**

In all cases where a school has properly requested a hearing before the Executive Director, the school shall be afforded the opportunity for a hearing. Any school may waive its right to such hearing and may, with the understanding that no further appeal is possible, request that the matter be heard directly by the Board of Directors or a Board of Appeal, as deemed appropriate by the Executive Committee.

If a school requests that a matter be heard solely upon written submission, without a hearing, the Executive Director shall determine whether to hold a hearing or grant the school's request for a decision on written submission.

#### **VI. Notification of Hearing.**

**A.** In all cases where a hearing is to be held, the Executive Director shall send a letter ("Scheduling Letter") to the Principal of the school(s) involved, advising of the following:

1. The date, time, and place of the hearing.
2. The issue(s) involved, citing the applicable provision(s) of the PIAA Constitution, By-Laws, Policies and Procedures, Rules and Regulations, etc. This should be sufficiently specific to inform the school(s) of the issues, but sufficiently general to cover collateral issues that may arise.
3. The school(s) and any individuals involved, including students, are entitled to bring with them to the hearing any persons whom they desire to attend, to submit any written material which they desire, and to be represented by counsel.

**B.** Where possible, the Scheduling Letter should be e-mailed, faxed, and/or mailed under circumstances that would result in its being received by the Principal at least two weeks before the hearing. A shorter period of notice may be appropriate depending on factors such as the school's ease of preparing for the hearing, a school's request for an earlier hearing, and the schedule of the Executive Director.

**C.** Where the Executive Director is aware that the school(s) and/or an individual(s) involved are represented by counsel, said counsel shall be provided with a copy of the Scheduling Letter.

**D.** Hearings may also be arranged by telephone contact with the Principal; however, where this is done, a confirmatory letter in accordance with these Standards is promptly to be prepared and e-mailed, faxed, and/or mailed.

#### **VII. Conduct of Hearing.**

**A.** Immediately prior to the beginning of the hearing, the Executive Director shall introduce those persons who may be present.

**B.** The Executive Director shall begin the hearing with an introductory statement that identifies the manner in which the matter came before the Executive Director, and the issue(s) or the rule(s) involved.

**C.** Where the matter arose on the complaint of another member school, the representatives of that school shall be requested to make the first presentation.

**D.** The time for hearing from witnesses not affiliated with schools, such as Contest officials, is to be determined according to the position they are expected to support. This is something that will often have to be decided at the appeal hearing; the goal is to provide a school with adverse evidence to which it would desire an opportunity to respond before it begins to make its presentation.

**E.** The testimonial portion of the hearing shall begin with the Executive Director calling upon the applicable Principal or the Principal's designee to present the matter. The designee may be another representative of the school, the school district solicitor, counsel for the student or other individual involved, or a parent or a guardian of the student involved. Leeway is to be provided to counsel representing any person before the Executive Director but if a dispute arises between counsel and the Principal, the Principal is to be given the first opportunity to speak, and counsel is to be informed that the counsel will be given an opportunity to do so thereafter.

**F.** Consistent with the maintenance of an orderly and informative hearing, the manner of presentation of the case shall be as chosen by the Principal or the Principal's designee.

1. The manner of presentation can range from formal trial-type proceedings in which witnesses are called and asked questions, to the more informal and common situation where witnesses are simply given the opportunity to tell their stories.
2. Reasonable cross-examination of witnesses is permitted. Cross-examination may be conducted by a school's Principal, representative, or counsel, and by a student's or other individual's Principal, representative, or counsel.
3. Any person in attendance other than representatives of the Executive Director is subject to questioning by a school, party, member of the District Committee, counsel for the District Committee, or other person so authorized by the Executive Director.
4. Counsel cannot reasonably expect formal rulings on legal objections in the context of these hearings. However, if a Principal or counsel interposes an evidentiary objection, the Executive Director may resolve them or refer them to legal counsel for advice or determination. The Executive Director may, by the Executive Director's own action or upon advice of counsel state that certain evidence is repetitive or irrelevant.

**G. Other Procedural Matters.**

Where a request is made that the hearing be transcribed by a court reporter, it may be permitted so long as (1) it is at the expense of the requesting party, and (2) PIAA receives a copy of the transcript at the expense of the requesting party contemporaneously with the delivery of the original to the requestor.

Swearing of witnesses is permitted so long as the party requesting it has made the necessary arrangements for the attendance and compensation of a person authorized to do so.

Sequestration of witnesses (so that witnesses not be able to hear the testimony of other witnesses) is at the discretion of the Executive Director. Such requests generally relate to anticipated credibility problems with subsequent witnesses if they have heard prior witnesses.

**H.** All persons who are in attendance and who desire to speak to the issue(s) shall be afforded an opportunity to do so.

**I.** Before concluding the testimonial portion of the hearing, the Executive Director shall inquire as to whether every person who desired to speak has done so. When no one else desires to speak, the Executive Director shall state that the hearing is closed.

### **VIII. Determination and Findings.**

**A.** The Executive Director shall base the Executive Director's decision only on the evidence, written and oral, presented to him. Uncorroborated information in newspaper articles and anonymous correspondence is not evidence (although it may serve as a basis for questions during the hearing).

**B.** The Executive Director may consider prior violations by the school(s) or individual(s) in determining what penalty to assess for the current violation, but shall not consider such matters in determining whether the current alleged violation was in fact committed.

### **IX. Notification of Decision.**

**A.** The Executive Director may issue the Executive Director's decision immediately following the hearing or may take the matter under advisement and issue the decision at a later time. In either situation, the Executive Director shall notify the Principal of the affected school(s) of the decision as soon as is practical to do so. The Executive Director shall set forth the reasons for the decision in a letter to the Principal(s). The letter shall identify the date of the hearing or other consideration, the rule(s) under which the decision was made, and shall give a brief description of the reason(s) for the decision.

**B.** A copy of the letter shall be provided to any counsel involved, and to any other parties. Where two schools are parties, they may be notified by a single letter containing a double inside address, or by separate letters.

### **RESTRICTION ON CHEERLEADING ACTIVITIES AT DISTRICT AND/OR INTER-DISTRICT CHAMPIONSHIP CONTESTS**

The PIAA Board of Directors is concerned with dangerous activities performed by cheerleaders at Contests. In an effort to eliminate or minimize injury to cheerleaders, the following shall be in effect for all PIAA District and/or Inter-District Championship Contests:

- 1) No cheerleader shall stand on another person unless that other person has at least one (1) foot on the ground.
- 2) No flips are permitted from another person unless that other person has both feet on the ground.
- 3) Trampolines and/or mini tramps shall not be used.

The above regulations are also recommended to PIAA member schools for implementation during Regular Season Contests.

### **POLICY RELATING TO PEP BANDS PERFORMING AT OUTDOOR PIAA DISTRICT AND/OR INTER-DISTRICT CHAMPIONSHIP CONTESTS**

"Pep Bands" are considered to be school sponsored and supervised bands that seek to play at PIAA Contests, other than in the sport of football.

Pep Bands are NOT authorized to play at indoor PIAA District and/or Inter-District Championship Contests.

Pep Bands are authorized to play at outdoor PIAA District and/or Inter-District Championship Contests subject to the following conditions:

**1. Prior Notice and Consent:** At least 24 hours prior to the applicable outdoor PIAA District and/or Inter-District Championship Contests at which the Pep Band is to play, the Principal, or the Principal's designee, of a school desiring such participation shall provide notice of such intent to the appropriate PIAA District-appointed or PIAA-appointed Championship Contest manager, within their respective jurisdictions. Unless there are unique circumstances relating to a particular outdoor Contest that mitigate against the participation by a Pep Band, the appropriate Contest Manager shall consent to such participation.

**2. Size of Pep Bands:** A maximum of twenty (20) Pep Band members shall be authorized to play during an outdoor Contest.

**3. Entry and Seating:** The Contest Manager shall ensure that appropriate seating is available for the Pep Band, plus one adult director, at the applicable outdoor Contest. The members of the Pep Band, and accompanying adult(s), shall be required to present the appropriate admission ticket, and shall utilize the seating assigned by the applicable outdoor Contest manager. Pep Band members shall wear identifiable clothing (shirt and slacks) to assist outdoor Contest managers in maintaining the security of the assigned seating area.

- 4. Performance:** Pep Bands, and any component thereof (including drums),
- a. may perform only at the outdoor PIAA District and/or Inter-District Championship Contest in which their school is participating;
  - b. may not begin performing earlier than 30 minutes prior to the outdoor Contest starting time;
  - c. are expected to support their respective Teams in a positive manner and influence those Teams' fans to do the same. In that regard, "pep bands" are expected to perform appropriate music selections;
  - d. shall not participate in derogatory, profane, or unsportsmanlike activities;
  - e. may not use amplifiers and/or electronic musical instruments.

If a Pep Band fails to comply with this Policy, the PIAA District-appointed or PIAA-appointed Championship Contest manager, within their respective jurisdictions, shall notify the appropriate Principal and/or Athletic Director to rectify the situation. If that Principal and/or Athletic Director is unable to do so, that Pep Band shall be prohibited from further performing at the outdoor Contest and the school may be prohibited from having Pep Bands perform at future outdoor Contests.

#### **POLICY RELATING TO NAMING RIGHTS AND CORPORATE SPONSORSHIP OF TOURNAMENTS, CONTESTS, ETC.**

**Inter-District Tournaments and Championships:** Consistent with this policy, the PIAA Board of Directors is authorized to enter into agreements with corporate and other entities and persons ("Sponsors") for the purpose of obtaining financial sponsorship of Inter-District Championship Tournaments and Contests played within such Tournaments. Such sponsorship may include the licensing of the "naming rights" for Inter-District Tournaments or Contests.

**District Tournaments and Championships:** Consistent with this policy, the District Committees of PIAA are authorized to enter into agreements with Sponsors for the purpose of obtaining financial support of District Tournaments and Contests played within such Tournaments. Such sponsorship may include the licensing of the "naming rights" for District Tournaments or Contests.

Neither the PIAA Board of Directors nor any District shall enter into any agreement or relationship which would result in the advertising or promotion of gaming, alcoholic beverages, tobacco products, political candidates, parties or organizations, or other products or services which advocate the use of drugs, gambling, adult-themed entertainment, or alcoholic, tobacco or sexual products, or which are otherwise contrary to the promotion of the purposes of PIAA.

PIAA may enter into an agreement with a manufacturer to designate certain products as "official PIAA championship" products.



## **PIAA INTER-DISTRICT INDIVIDUAL CHAMPIONSHIPS AND REGIONAL POLICIES AND PROCEDURES**

The following policies and procedures apply to any PIAA inter-district individual championships in which a District is combined with another (other) District(s) to form a Region.

1. A member school which does not sponsor, during the Regular Season, a Team which participates in at least 50% of the maximum permitted number of regular Contests in a sport shall be ineligible to receive a Team score in that sport in Region Contests, and shall be ineligible to enter in that sport in Region Contests any event which requires the participation of more than one individual, including but not limited to relay Teams and doubles tennis Teams.
2. The minimum number of entries to a Region Contest from a member school shall be one (1) per individual event and one (1) Team in a relay event or in doubles tennis, provided the school that sponsors that sport competes in at least 50% of the maximum permitted number of Regular Season Contests in that sport. Additional entries from a member school to a Region Contest shall be subject to qualifying standards agreed to by the involved District Committees.
3. The location (site) of any Region Contest involving member schools under the jurisdiction of different District Committees shall be a location (site) agreed to by the involved District Committees, and the Contest officials assigned to any Region Contest involving member schools under the jurisdiction of different District Committees shall be approved by the Executive Director or the Executive Director's designee, unless otherwise provided for by agreement of the involved District Committees.
4. Admission ticket prices to any Region Contest involving member schools under the jurisdiction of different District Committees shall be established by agreement of the involved District Committees.
5. Awards presented to individuals representing member schools under the jurisdiction of different District Committees shall be established by agreement of the involved District Committees.
6. Excess revenues over expenses or excess expenses over revenues from any Region Contest involving member schools under the jurisdiction of different District Committees shall be divided or shared proportionally between the involved District Committees, unless otherwise provided for by agreement of the involved District Committees.

## **PIAA INTER-DISTRICT TEAM CHAMPIONSHIPS AND REGIONAL POLICIES AND PROCEDURES**

The following policies and procedures apply to any PIAA inter-district Team championships in which a District is combined with another (other) District(s) to form a Region.

1. A District having at least four (4) member schools sponsoring a sport in an enrollment classification shall be entitled to at least one (1) entry (qualifier) in that sport when it is combined with another (other) District(s) to form a Region.
2. Except as provided for in number 1 and the second paragraph of this number 2, member school Teams eligible for a ranking (rating) shall be limited to those member school Teams included in a Region in a sport that have a **better than .500** Regular Season winning percentage (divide number of Contests won by number of Contests won and lost).

The better than .500 Regular Season winning percentage standard may be waived whenever District Committees of Districts combined to form a Region agree to conduct an "open Tournament" in that sport, or where necessary to complete (fill) a bracket (pairing) in that sport.

3. The following ranking (rating) system shall apply to member school Teams included in a Region in a sport, and shall apply to the least number of Regular Season Contests played in that sport by any one of the eligible member school Teams, with all losses and all ties applied first:
- a) 150 points for defeating an opponent five (5) enrollment classifications above the enrollment classification of the winning school.
  - b) 75 points for tying an opponent five (5) enrollment classifications above the enrollment classification of the tying school.
  - c) 140 points for defeating an opponent four (4) enrollment classifications above the enrollment classification of the winning school.
  - d) 70 points for tying an opponent four (4) enrollment classifications above the enrollment classification of the tying school.
  - e) 130 points for defeating an opponent three (3) enrollment classification above the enrollment classification of the winning school.
  - f) 65 points for tying an opponent three (3) enrollment classification above the enrollment classification of the tying school.
  - g) 120 points for defeating an opponent two (2) enrollment classification above the enrollment classification of the winning school.
  - h) 60 points for tying an opponent two (2) enrollment classification above the enrollment classification of the tying school.
  - i) 110 points for defeating an opponent one (1) enrollment classification above the enrollment classification of the winning school.
  - j) 55 points for tying an opponent one (1) enrollment classification above the enrollment classification of the winning school.
  - k) 100 points for defeating an opponent of the same enrollment classification as the winning school.
  - l) 50 points for tying an opponent of the same enrollment classification as the tying school.
  - m) 90 points for defeating an opponent one (1) enrollment classification below the enrollment classification of the winning school.
  - n) 45 points for tying an opponent one (1) enrollment classification below the enrollment classification of the tying school.
  - o) 80 points for defeating an opponent two (2) enrollment classifications below the enrollment classification of the winning school.
  - p) 40 points for tying an opponent two (2) enrollment classifications below the enrollment classification of the tying school.
  - q) 70 points for defeating an opponent three (3) enrollment classifications below the enrollment classification of the winning school.
  - r) 35 points for tying an opponent three (3) enrollment classifications below the enrollment classification of the tying school.
  - s) 60 points for defeating an opponent four (4) enrollment classification below the enrollment classification of the winning school.

- t) 30 points for tying an opponent four (4) enrollment classifications below the enrollment classification of the tying school.
- u) 50 points for defeating an opponent five (5) enrollment classifications below the enrollment classification of the tying school.
- v) 25 points for tying an opponent five (5) enrollment classifications below the enrollment classification of the tying school.

In addition, the won-loss-tie record of defeated Regular Season opponents used in determining the ranking (rating) of an eligible member school Team shall be applied to the eligible member school Team's ranking (rating) as follows: ten (10) points for each win, five (5) points for each tie, and zero (0) points for each loss.

In regard to certain East football Regions, the total number of points earned in the first ten (10) weeks of the Regular Season by the member school Teams included in those East football Regions be divided by the total number of Contests played by each of those schools in the first ten (10) weeks of the Regular Season to determine the rankings (ratings) of those schools in those Regions.

4. Ties in the rankings (ratings) shall be resolved as follows:

- a) If the member school Teams played each other during the Regular Season, the winner of the majority of those Contests shall be ranked (rated) higher.
- b) If (a) does not resolve the tie in the rankings (ratings), the won-loss-tie records of the tied member school Teams against common Regular Season opponents shall be used in breaking the tie in the rankings (ratings) with ten (10) points awarded for each win, five (5) points awarded for each tie, and zero (0) points awarded for each loss.
- c) If (b) does not resolve the tie in the rankings (ratings), the won-loss-tie records of the tied member school Teams for the Regular Season Contests used in determining the rankings (ratings) shall be used in breaking the tie in the rankings (ratings) with ten (10) points awarded for each win, five (5) points awarded for each tie, and zero (0) points awarded for each loss.
- d) If (c) does not resolve the tie in the rankings (ratings), the winning percentage (divide number of Contests won by number of Contests won and lost) of the tied member school Teams' common Regular Season opponents shall be used in breaking the tie in the rankings (ratings).
- e) If (d) does not resolve the tie in the rankings (ratings), the winning percentage (divide number of Contests won by number of Contests won and lost) of the tied member school Teams' Regular Season opponents used in determining the rankings (ratings) shall be used in breaking the tie in the rankings (ratings).
- f) If (e) does not resolve the tie in the rankings (ratings), the Team that yielded the fewest points when the member school Teams played each other during the Regular Season shall be used in breaking the tie in the rankings (ratings).
- g) If (f) does not resolve the tie in the rankings (ratings), the fewest points yielded against the tied member school Teams' common Regular Season opponents shall be used in breaking the tie in the rankings (ratings).
- h) If (g) does not resolve the tie in the rankings (ratings), the fewest points yielded against the tied member school Teams' Regular Season opponents used in determining the rankings (ratings) shall be used in breaking the tie in the rankings (ratings).
- i) If (h) does not resolve the tie in the rankings (ratings), a coin toss shall be used in breaking the tie in the rankings (ratings).

5. The rankings (ratings) shall be used to determine the first round host District in any Region Contest involving member school Teams under the jurisdiction of different District Committees, unless otherwise provided for by agreement of the involved District Committees.

In regard to football only, the top ranked (rated) Team from a District qualifying through other Districts shall be placed in the District where that Team will receive the highest possible seed.

6. Subsequent round Contests involving member school Teams under the jurisdiction of different District Committees shall be played at a site approved by the Executive Director, or the Executive Director's designee, unless otherwise provided for by agreement of the involved District Committees.
7. Contest officials assigned to any Region Contest involving member school Teams under the jurisdiction of different District Committees shall be approved by the Executive Director, or the Executive Director's designee, unless otherwise provided for by agreement of the involved District Committees.
8. Admission ticket prices to any Region Contest involving member school Teams under the jurisdiction of different District Committees shall be established by agreement of the involved District Committees.
9. Awards presented to member school Teams under the jurisdiction of different District Committees shall be established by agreement of the involved District Committees.
10. Excess revenues over expenses or excess expenses over revenues from any Region Contest involving member school Teams under the jurisdiction of different District Committees shall be divided or shared equally between the involved District Committees, unless otherwise provided for by agreement of the involved District Committees.

### **MERCHANDISING**

PIAA retains the exclusive right to produce and sell souvenir products (apparel and otherwise) at all District and Inter-District Championship Tournament Contests.

Participating schools may not sell products or items depicting any registered PIAA trademarks without prior written permission from PIAA.

### **PUBLIC ADDRESS PROTOCOL**

The public address announcer is considered a bench official for all PIAA District and Inter-District Contests. He/she shall maintain complete neutrality at all times and, as such, shall not be a "cheerleader" for any Team. The announcer will follow the PIAA script for promotional announcements, player introduction and awards ceremonies. These scripts may be obtained from PIAA headquarters. Other announcements are limited to:

- those of an emergency nature (e.g., paging a doctor, lost child or parent, etc.);
- those of a "practical" nature (e.g., announcing that a driver has left his/her vehicle lights on);
- Starting lineups or entire lineups of both participating Teams (what is announced for the home Team must be announced for the visiting Team); and
- Announcements that the PIAA souvenir merchandise, souvenir programs and concessions are on sale in the facility.

During the Contest, the announcer should:

- Recognize players about to attempt a play (e.g., coming up to bat in baseball, punting, kicking or receiving a kick or punt in football, serving in volleyball, etc.);
- Recognize a player for making a play (e.g., “basket by Jones” in basketball, “Smith on the kill” in volleyball);
- Report a penalty as signaled by the referee/official;
- Report substitutions and time-outs;
- NOT call the “play-by-play” or provide “color commentary” as if he/she were announcing for a radio or television broadcast;
- NOT make any comment that would offer either Team an unfair advantage in the Contest; and
- NOT make any comments critical of any school, Team, player, Coach or official, nor make any other comment that has the potential to incite unsporting conduct on the part of any individual.

The announcer should be certain of the accuracy of his/her statements before making them. When in doubt, the announcer should remain silent.

## **QUALIFICATION FOR POSTSEASON PARTICIPATION:**

### **POLICY CONCERNING QUALIFICATION FOR POSTSEASON COMPETITION OF INDIVIDUAL STUDENTS FROM SCHOOLS THAT DO NOT SPONSOR A TEAM DURING THE REGULAR SEASON**

A student attending a member school that does not sponsor a Team which participates in at least 50% of the maximum permitted number of Regular Season Contests in a particular sport, may qualify for the first round of Postseason competition (District or Region meet or Tournament, as applicable) in that sport during a Regular Season Contest being conducted by another member school, in either of the following ways:

1. Where qualification is or may be based on achieving a particular performance level, by achieving that level.
2. Where qualification is based on placing in the competition, by so placing.

With the exception of invitational meets or Tournaments and conference or league championship meets or Tournaments, placement and Team points shall be awarded to the other member schools as if the student from the non-sponsoring member school had not participated in that Contest.

A PIAA Contest official registered in the sport must certify to the contestant's performance, in writing, to the District or Region meet or Tournament director. It is the responsibility of the student's school Principal or Athletic Director to make the necessary arrangements with the host member schools a minimum of two (2) weeks prior to the meet or Tournament.

All students who are attempting to qualify to the District or Region meet or Tournament under the procedures described above must meet all PIAA eligibility rules and requirements and must be accompanied and supervised by a Coach from the member school that the student is representing, or by a full-time professional employee of the school or school district in lieu of a Coach. The Coach or full-time professional employee must be a properly designated representative of the school for the student, and that Coach or full-time professional employee must be fully responsible for supervision of the student.

### **POLICY FOR DETERMINING NUMBER OF MEMBER SENIOR HIGH SCHOOLS SPONSORING A SPORT BEFORE PIAA BOARD OF DIRECTORS CONSIDERS ESTABLISHING OR DISCONTINUING AN INTER-DISTRICT CHAMPIONSHIP IN THAT SPORT**

The PIAA Board of Directors shall consider establishing or discontinuing an Inter-District Championship in a sport upon the number of member senior high schools sponsoring that sport reaching 100.

### **POLICY FOR DETERMINING NUMBER OF ENTRIES (QUALIFIERS) TO PIAA INTER-DISTRICT CHAMPIONSHIPS IN THE SPORTS OF BASEBALL, BASKETBALL, CROSS COUNTRY, FIELD HOCKEY, FOOTBALL, GOLF, LACROSSE, SOCCER, SOFTBALL, SWIMMING AND DIVING, TENNIS, TRACK AND FIELD, VOLLEYBALL, AND WRESTLING**

Each PIAA District or Region that sponsors a qualifying Tournament involving at least four (4) member schools sponsoring a Team, which participates in at least 50% of the maximum permitted number of Regular Season Contests in the sports of baseball, basketball, cross country, field hockey, football, golf, lacrosse, soccer, softball, swimming and diving, tennis, track and field, volleyball, and wrestling, shall be entitled to a minimum of one (1) entry (qualifier), per enrollment classification, to PIAA Inter-District Championships in those sports.

Additional entries (qualifiers) are computed on a modified proportional representation basis, with the larger Districts limited to an appropriate maximum number of entries (qualifiers) to PIAA Inter-District Championships in those sports.



## **CROSS COUNTRY SPECIFIC POLICIES:**

### **POLICY REGARDING PICTURE-BASED FINISH/TIMING SYSTEMS AT CROSS COUNTRY EVENTS**

PIAA authorizes the use of a picture-based finish/timing system, which, in conjunction with chip timing or other electronic timing system which is attached to the shoe(s)/torso of each runner, enhances the accuracy of the finishing position of each runner by utilizing the torso breaking the plane of the finish line.

## **FOOTBALL SPECIFIC POLICIES:**

### **POLICY TO PROHIBIT MORE THAN THREE (3) DAYS OF PHYSICAL CONTACT PER CALENDAR WEEK**

Schools are prohibited from having more than three (3) Practice days of physical contact per Calendar Week; excluding Scrimmages and Contests; once the First Regular Season Contest day has passed and through the remainder of the Regular Season.

### **POLICY RESTRICTING THE PERFORMANCE OF SCHOOLS' BANDS AT REGULAR SEASON FOOTBALL CONTESTS AND AT PIAA DISTRICT AND INTER-DISTRICT FOOTBALL CHAMPIONSHIP CONTESTS**

Schools' bands are prohibited from performing at Regular Season Football Contests and PIAA District and Inter-District Football Championship Contests whenever the opposing schools' football Teams are in either a scrimmage formation or a scrimmage kick formation.

### **COMPLIMENTARY ADMISSION POLICY FOR PIAA INTER-DISTRICT FOOTBALL CHAMPIONSHIPS**

1. Upon request, members of the PIAA Board of Directors, Administrative Staff, and Support Staff shall be issued four (4) complimentary tickets by the Executive Director.
2. Upon request, the Chairman of each PIAA District shall be issued two (2) complimentary tickets for each member of that Chairman's District Committee by the Executive Director.
3. School bands, majorettes, and marching units, in uniform, and "band-aides" ("band-aides" may not exceed fifteen [15] persons) will be extended complimentary admission to each PIAA Inter-District Football Championship Contest. A maximum of twenty (20) members of a cheerleading party, including mascot and advisor(s), shall be admitted to each PIAA Inter-District Football Championship Contest.
4. Ten (10) complimentary tickets shall be issued to each participating member school for use at its discretion. In addition, a maximum of twenty-five (25) persons, including Coaches and non-player personnel, shall be admitted upon identification of the head Coach.
5. The Executive Director shall use careful judgment in the distribution of any additional complimentary tickets to individuals whose cooperation and service with PIAA deserves such consideration. In all such cases, the Executive Director shall limit the issuance of such complimentary tickets to the lowest possible number.
6. A record of the number of complimentary tickets and to who issued shall be kept by the Executive Director and made available to the Board of Directors.

## **COMPETITIVE SPIRIT SPECIFIC POLICIES:**

### **DIVISIONS IN COMPETITIVE SPIRIT**

In PIAA Competitive Spirit Championships, there shall be three (3) divisions. Said divisions are NOT based upon the female enrollment of students but upon the size of the competitive spirit squad entered by the member school in the PIAA Competitive Spirit Championships. Those competitive spirit squads entering no more than 15 student-athletes in the PIAA Competitive Spirit Championships shall participate in the Small Varsity Division. Those competitive spirit squads entering between 16 and 20 student-athletes in the PIAA Competitive Spirit Championships shall participate in the Medium Varsity Division. Those competitive spirit squads entering 21 or more student-athletes in the PIAA Competitive Spirit Championships shall participate in the Large Varsity Division. There shall be no presumption that the three divisions shall have an equal number of competitive spirit squads.

### **POLICY FOR DETERMINING NUMBER OF ENTRIES TO PIAA COMPETITIVE SPIRIT CHAMPIONSHIPS**

A total of ninety-six (96) competitive spirit squads shall be admitted to participate in the PIAA Competitive Spirit Championships. The number of competitive spirit squads in each division shall be determined by the number of squads entered and there shall be no presumption that the three divisions will have an equal number of competitive spirit squads.

Each PIAA District shall be entitled to enter at least one competitive spirit squad in the PIAA Competitive Spirit Championships. Thereafter, additional entries are computed on a proportional representation basis determined by the number of member senior high schools within each District. Competitive spirit squads may be entered in any of the three divisions. Should any District not fill its allotment, the Executive Director, or the Executive Director's designee, may assign the additional entries to other Districts in a manner deemed appropriate by the Executive Director, or the Executive Director's designee.

## **SWIMMING AND DIVING SPECIFIC POLICY:**

### **POLICY PROHIBITING DECK DRESSING/CHANGING**

The act of wrapping a towel around an athlete's body in order to change into or remove a swimsuit in public is known as "deck dressing/changing." The Pennsylvania Interscholastic Athletic Association (PIAA) policy states: swimmers/divers are prohibited from changing into or out of swimsuits (deck dressing/changing) outside the designated locker rooms at any level of PIAA sanctioned competition including warm-ups.

The PIAA has determined "deck dressing/changing" is unsporting conduct. For violation of this policy, the swimmer/diver shall be disqualified from further participation for unsporting conduct per NFHS 2017-2018 Swimming Rules, page 27, Rule 3-5-1, "Conduct."

Member schools are strongly encouraged to adopt a similar policy for all practice sessions held during the PIAA swimming/diving season.

## **BASKETBALL SPECIFIC POLICIES:**

### **COMPLIMENTARY ADMISSION POLICY FOR PIAA INTER-DISTRICT BASKETBALL CHAMPIONSHIPS**

1. Upon request, members of the PIAA Board of Directors, Administrative Staff, and Support Staff shall be issued four (4) complimentary tickets by the Executive Director.

2. Upon request, the Chairman of each PIAA District shall be issued two (2) complimentary tickets for each member of that Chairman's District Committee by the Executive Director.
3. There shall be no marching bands, majorettes, or marching units admitted to any PIAA Inter-District Basketball Championship Contest. A maximum of twenty (20) members of a cheerleading party, including mascot and advisor(s), shall be admitted to each PIAA Inter-District Basketball Championship Contest.
4. Ten (10) complimentary tickets shall be issued to each participating member school for use at its discretion. In addition, a maximum of twenty-five (25) persons, including Coaches and non-player personnel, shall be admitted upon identification of the head Coach.
5. The Executive Director shall use careful judgment in the distribution of any additional complimentary tickets to individuals whose cooperation and service with PIAA deserves such consideration. In all such cases, the Executive Director shall limit the issuance of such complimentary tickets to the lowest possible number.
6. A record of the number of complimentary tickets and to who issued shall be kept by the Executive Director and made available to the Board of Directors.



**SITE SELECTIONS**





**INTER-DISTRICT CHAMPIONSHIP (FINAL) CONTEST SITES  
SUBJECT TO REQUEST FOR PROPOSAL (RFP)**

PIAA shall issue Requests for Proposal (RFPs) for all PIAA Inter-District Championship (Final) Contest sites. All facilities must be geographically located within the boundaries of the Commonwealth of Pennsylvania.

RFP specifications shall be prepared by the Executive Director in consultation with the sport specific steering committee and subject to the approval of the Board of Directors by sports season as the current RFP terminates.

Following the deadline for receipt of sealed RFP responses in the PIAA Office, the sealed RFP responses shall be opened by the Director of Business Affairs before a Committee of the PIAA Board of Directors or, if no Committee is meeting, by a group of at least three (3) members of the PIAA Executive Staff or at least three (3) members of the PIAA Board of Directors, as designated by the PIAA President, to witness such opening.

Whenever a party responds to an RFP for an Inter-District Championship (Final) Contest and later claims a mistake, error or omission in preparing said response, before the responses are opened, it shall make known the fact; in such case the response shall be returned unopened, without prejudice to the opportunity for the party to submit a substitute response.

The Executive Director shall have the authority and responsibility for recommending all PIAA Inter-District Championship (Final) Contest sites to the Board of Directors for its approval.

**POLICY REGARDING CRITERIA TO BE UTILIZED IN  
CONSIDERING SELECTION OF SITES FOR DISTRICT AND/OR  
INTER-DISTRICT CHAMPIONSHIP CONTESTS**

The following criteria are used by PIAA in assessing the suitability of sites to host PIAA District and/or Inter-District Championship Contests:

- Quality of the Contest site competition surface.
- Location of the Contest site.
- Accessibility to the Contest site.
- Contest site Emergency Response Plan (ERP).
- Contest site handicapped parking areas and handicapped accessibility to facility, spectator seating, and restrooms.
- Contest site parking areas.
- Contest site security.
- Contest site spectator seating.
- Contest site restroom facilities.
- Contest site locker room and athletic training facilities.
- Accessibility at Contest site to Automatic External Defibrillator (AED).
- Number of telephone lines available to the broadcasting and/or print media.
- Ability to properly display the American Flag and ability to play the National Anthem, prior to the start of each Contest.

If a site proposing to host a Contest, or being asked to host a Contest, is aware of a deficiency in any of the above criteria, such deficiency shall be disclosed to PIAA prior to the selection of the site to host a Contest.

Sport-specific and other relevant criteria may be considered as appropriate under the circumstances. A deficiency in one or more of the criteria shall not, in itself, disqualify a site but such deficiency shall be weighed against the other criteria and the availability of other qualified sites.

**POLICY REGARDING CRITERIA TO BE UTILIZED IN DETERMINING FIRST, QUARTERFINAL, AND SEMI-FINAL ROUND INTER-DISTRICT CHAMPIONSHIP CONTEST SITES IN THE SPORT OF FOOTBALL**

The following criteria are used by PIAA in determining first, quarterfinal, and semi-final round Inter-District Championship Contest sites in the sport of football:

- Availability of Inter-District Championship Contest sites.
- Suitability of Contest sites, pursuant to the Policy Regarding Criteria to Be Utilized in Considering Selection of Sites for District and/or Inter-District Championship Contests.
- Suitability of Contest sites for hosting multiple Contests in a sport.
- Contest sites geographically located in the PIAA District of the member school listed at the top of the Inter-District Championship brackets (pairings).
- Contiguous nature of involved PIAA Districts.
- The site selection process of non-contiguous districts will be selected in consultation with the respective District Football Chairmen and the PIAA Tournament Director. The PIAA Tournament Director will select the site if a dispute arises.

Sport-specific and other relevant criteria may be considered as appropriate under the circumstances.

**POLICY REGARDING CRITERIA TO BE UTILIZED IN DETERMINING PRELIMINARY ROUND INTER-DISTRICT CHAMPIONSHIP CONTEST SITES IN THE SPORT OF TEAM WRESTLING**

The following criteria are used by PIAA in determining preliminary round Inter-District Championship Contest sites in the sport of Team wrestling:

- Suitability of Contest sites, pursuant to the Policy Regarding Criteria to be Utilized in Considering Selection of Sites For District and/or Inter-District Championship Contests.
- The Contest site may be the home gymnasium of the Team at the top of the preliminary round Inter-District Team wrestling Championships brackets (pairings).

Sport-specific and other relevant criteria may be considered as appropriate under the circumstances.

**POLICY REGARDING CRITERIA TO BE UTILIZED IN DETERMINING FIRST ROUND INTER-DISTRICT CHAMPIONSHIP CONTEST SITES IN THE SPORTS OF BASEBALL, BASKETBALL, FIELD HOCKEY, LACROSSE, SOCCER, SOFTBALL, TENNIS (TEAM), GIRLS' VOLLEYBALL, AND WRESTLING (TEAM)**

The following criteria are used by PIAA in determining first round Inter-District Championship Contest sites in the sports of baseball, basketball, field hockey, lacrosse, soccer, softball, tennis (Team), girls' volleyball, and wrestling (Team):

- Availability of Inter-District Championship Contest sites.
- Suitability of Contest sites, pursuant to the Policy Regarding Criteria to be Utilized in Considering Selection of Sites for District and/or Inter-District Championship Contests.
- Suitability of Contest sites for hosting multiple Contests in a sport.
- Contest sites geographically located in the PIAA District of the member school listed at the top of the Inter-District Championship brackets (pairings).
- Contiguous nature of involved PIAA Districts.

Sport-specific and other relevant criteria may be considered as appropriate under the circumstances.

**POLICY REGARDING CRITERIA TO BE UTILIZED IN DETERMINING SECOND, QUARTERFINAL, AND SEMI-FINAL ROUND INTER-DISTRICT CHAMPIONSHIP CONTEST SITES IN THE SPORTS OF BASEBALL, BASKETBALL, FIELD HOCKEY, LACROSSE, SOCCER, AND SOFTBALL**

The following criteria are used by PIAA in determining second, quarterfinal, and semi-final round Inter-District Championship Contest sites in the sports of baseball, basketball, field hockey, lacrosse, soccer, and softball:

- Availability of Inter-District Championship Contest sites.
- Suitability of Contest sites, pursuant to the Policy Regarding Criteria to be Utilized in Considering Selection of Sites for District and/or Inter-District Championship Contests.
- Suitability of Contest sites for hosting multiple Contests in a sport.
- Contest sites geographically located as close to midway or an equal distance travel point between the competing member schools, as possible.

Sport-specific and other relevant criteria may be considered as appropriate under the circumstances.



**MEDIA**





**POLICY REGARDING MEDIA OF COMMUNICATION  
ACCESS TO INTER-DISTRICT CHAMPIONSHIP CONTESTS**

"Media Credentials" are special passes to PIAA Contests which may be issued by PIAA to appropriate persons employed by, and responsible to, recognized media entities. The terms governing such passes shall be communicated by PIAA to the media for each specific event. PIAA reserves the right to revoke Media Credentials and to reject requests for Media Credentials should it conclude that the applicant (1) is not employed by a responsible and recognized media entity; (2) seeks the Media Credentials for purposes other than the legitimate collection and dissemination of event information to the public; or (3) has previously been expelled from an Inter-District Championship Contest for abuse of Media Credentials or for improper conduct.

Media Credentials will be issued only upon compliance with the PIAA "Media Credential Process," the provisions of which can be found on the PIAA website. Decisions to grant, deny or revoke Media Credentials shall be made by the Executive Director, or the Executive Director's designee. All such decisions may be appealed to the PIAA Board of Directors.

Those persons having Media Credentials shall be given complimentary admission privileges to Inter-District Championship Contests and shall be permitted to have seating in areas designated for such persons.

Media Credentials are **NON-TRANSFERABLE**. Family, relatives, and friends of the holder of Media Credentials, as well as athletic administrators, Coaches, and Contest officials will not be admitted on Media Credentials. Violation(s) of this policy shall result in the removal of the unauthorized individual(s) from the Inter-District Championship Contest, and may result in the loss of complimentary admission privileges to the authorized holder of the Media Credentials from the Inter-District Championship Contest at which the violation occurred and from future Inter-District Championship Contests.

**POLICY REGARDING MEDIA CREDENTIALS FOR WEBSITES**

Online personnel from official sites of a national or regional broadcast or print news media organization or from a fan-based website staffed by full-time employees with the intent of reporting on news events will be granted Media Credentials on an individual and as-space-permits basis.

Online personnel following or from a participating member school, as approved by that school's athletic administration, will be granted Media Credentials on an individual and as-space-permits basis.

**POLICY REGARDING RESTRICTIVE ADVERTISING AND COMMENTARY  
BY BROADCASTING AND CABLECASTING/TELECASTING MEDIA**

To the extent this policy does not contravene any applicable state or federal law or regulation on these subjects, advertising of and announcements relative to, alcoholic beverages, gaming, tobacco products, and/or political candidates, parties, and/or organizations are prohibited.

In keeping with the high ideals of good sportsmanship, it is respectfully requested that the media of communication refrain from making negative comments towards participants, Coaches or Contest officials; and report acts of good sportsmanship without giving undue publicity to unsportsmanlike conduct.

It is respectfully requested that reports of any accidents, injuries, or other incidents be minimized and factual, in order to prevent undue anxiety on the part of listeners and/or viewers.

**GENERAL RADIO BROADCASTING, WEBCASTING  
(AUDIO STREAMING), AND/OR REAL-TIME WEB PUBLISHING POLICIES**

1. Radio broadcasting, webcasting (audio streaming), and/or real-time Web publishing of any PIAA Inter-District Championship Contest is prohibited without the prior consent of PIAA.
2. Expenses incurred in the radio broadcasting, webcasting (audio streaming), and/or real-time Web publishing of any PIAA Inter-District Championship Contest shall be the sole responsibility of the originating radio station, Internet audio broadcaster, and/or real-time Web publisher.
3. To the extent this policy does not contravene any applicable state or federal law or regulation on these subjects, advertising of and announcements relative to, alcoholic beverages, gaming, tobacco products, and/or political candidates, parties, and/or organizations are prohibited.
4. In keeping with the high ideals of good sportsmanship, it is respectfully requested that the media of communication refrain from making negative comments towards participants, Coaches, or Contest officials; and report acts of good sportsmanship without giving undue publicity to unsportsmanlike conduct.
5. It is respectfully requested that reports of any accidents, injuries, or other incidents be minimized and factual, in order to prevent undue anxiety on the part of listeners and/or viewers.

**LIVE AND DELAYED RADIO BROADCASTING, WEBCASTING  
(AUDIO STREAMING), AND/OR REAL-TIME WEB PUBLISHING POLICIES**

1. Rights fees shall be remitted to the Inter-District Championship Contest administrator at least one-half (1/2) hour prior to the start of the Contest.
2. There shall be no delay of the scheduled start of an Inter-District Championship Contest.
3. No more than one (1) live radio broadcasting and/or live webcasting (audio streaming) seventy (70)-second time-out shall be granted per competition period in the sports of football and basketball.
4. There shall be no radio broadcasting, webcasting (audio streaming), and/or real-time Web publishing extension.

**PIAA BASEBALL, BASKETBALL, FIELD HOCKEY, FOOTBALL, LACROSSE, SOCCER,  
SOFTBALL, INTER-DISTRICT REGION WRESTLING, AND TEAM AND INDIVIDUAL  
WRESTLING CHAMPIONSHIPS MINIMUM DELAYED RADIO BROADCASTING  
AND/OR WEBCASTING (AUDIO STREAMING) RIGHTS FEES**

Subject to a 50% discount whenever a member school owned radio station broadcasts and/or Web site webcasts (audio streams) its Team and/or, in the case of individual wrestling, its wrestler(s), the minimum **delayed** radio broadcasting and/or webcasting (audio streaming) rights fees, per Contest (round or session), per radio station and/or Internet audio broadcaster, are as follows:

1. Radio and/or Internet audio broadcast delayed between one (1) hour following the conclusion of the event and eight (8) hours following the conclusion of the event - 80% of the minimum live radio broadcasting and/or webcasting (audio streaming) rights fee.
2. Radio and/or Internet audio broadcast delayed between nine (9) hours following the conclusion of the event and sixteen (16) hours following the conclusion of the event - 60% of the minimum live radio broadcasting and/or webcasting (audio streaming) rights fee.
3. Radio and/or Internet audio broadcast delayed between seventeen (17) hours following the conclusion of the event and twenty-four (24) hours following the conclusion of the event - 40% of the minimum live radio broadcasting and/or webcasting (audio streaming) rights fee.
4. Radio and/or Internet audio broadcast delayed after twenty-four (24) hours following the conclusion of the event - 20% of the minimum live radio broadcasting and/or webcasting (audio streaming) rights fee.

**GENERAL CABLECASTING/TELECASTING  
AND/OR WEBCASTING (VIDEO STREAMING) POLICIES**

1. Cablecasting/telecasting and/or webcasting (video streaming) of any PIAA Inter-District Championship Contest is prohibited without the prior written consent of PIAA.
2. Expenses incurred in the cablecasting/telecasting and/or webcasting (video streaming) of any PIAA Inter-District Championship Contest shall be the sole responsibility of the originating cable company/television station and/or Internet video broadcaster.
3. To the extent this policy does not contravene any applicable state or federal law or regulation on these subjects, advertising of and announcements relative to, alcoholic beverages, gaming, tobacco products, and/or political candidates, parties, and/or organizations are prohibited.
4. In keeping with the high ideals of good sportsmanship, it is respectfully requested that the media of communication refrain from making negative comments towards participants, Coaches, or Contest officials; and report acts of good sportsmanship without giving undue publicity to unsportsmanlike conduct.
5. It is respectfully requested that reports of any accidents, injuries, or other incidents be minimized and factual, in order to prevent undue anxiety on the part of listeners and/or viewers.
6. Any film, videotape, or other visual recorder of a PIAA Inter-District Championship Contest, other than those permitted under general rule 7 hereof, shall become and remain the property of PIAA and may not be duplicated or re-cablecast/re-telecast and/or re-webcast (re-video streamed) for any reason or under any circumstances without the prior written consent of PIAA.
7. Cablecasting/telecasting and/or webcasting (video streaming) of up to ninety (90) seconds of video transmission of any PIAA Inter-District Championship Contest for use as part of a local sportscast shall be permitted without charge. Any such use shall include visual credit to PIAA and shall be permitted only after completion of the Contest in question. Use of production programs, such as Periscope, to video stream Inter-District Contests without prior written permission from PIAA is prohibited.

**LIVE CABLECASTING/TELECASTING  
AND/OR WEBCASTING (VIDEO STREAMING) POLICIES**

1. Rights fees shall be remitted to the Inter-District Championship Contest administrator at least one (1) hour prior to the start of the Contest.
2. The starting time shall be delayed no more than five (5) minutes from the scheduled starting time of an Inter-District Championship Contest.
3. No more than one (1) live cablecasting/telecasting and/or webcasting (video streaming) seventy (70)-second time-out shall be granted per competition period in the sports of football and basketball.
4. Halftime shall be extended no more than five (5) minutes beyond the normal length of intermission.
5. Post-Contest activities of any Inter-District Championship (Final) Contest shall include the awards presentation ceremony.

**DELAYED CABLECASTING/TELECASTING  
AND/OR WEBCASTING (VIDEO STREAMING) POLICIES**

1. Rights fees shall be remitted to the Inter-District Championship Contest administrator at least one (1) hour prior to the start of the Contest.
2. There shall be no delay of the scheduled start of an Inter-District Championship Contest.

3. There shall be no media of communication time-outs.
4. There shall be no media of communication extension of halftime.
5. Post-Contest activities of any Inter-District Championship (Final) Contest shall include the awards presentation ceremony.

**PIAA BASEBALL, BASKETBALL, FIELD HOCKEY, FOOTBALL, LACROSSE, SOCCER,  
SOFTBALL, INTER-DISTRICT REGION WRESTLING, AND TEAM AND INDIVIDUAL  
WRESTLING CHAMPIONSHIPS MINIMUM DELAYED CABLECASTING/TELECASTING  
AND/OR WEBCASTING (VIDEO STREAMING) RIGHTS FEES**

Subject to a 50% discount whenever a member school owned cable/television station cablecasts/telecasts and/or Web site webcasts (audio streams) its Team and/or, in the case of individual wrestling, its wrestler(s), the minimum **delayed** cablecasting/telecasting and/or webcasting (video streaming) rights fees, per Contest, per cable/television station and/or Internet video broadcaster, are as follows:

1. Cablecast/telecast and/or Internet video broadcast delayed between one (1) hour following the conclusion of the event and eight (8) hours following the conclusion of the event - 80% of the minimum live cablecasting/telecasting and/or webcasting (video streaming) rights fee.
2. Cablecast/telecast and/or Internet video broadcast delayed between nine (9) hours following the conclusion of the event and sixteen (16) hours following the conclusion of the event - 60% of the minimum live cablecasting/telecasting and/or webcasting (video streaming) rights fee.
3. Cablecast/telecast and/or Internet video broadcast delayed between seventeen (17) hours following the conclusion of the event and twenty-four (24) hours following the conclusion of the event - 40% of the minimum live cablecasting/telecasting and/or webcasting (video streaming) rights fee.
4. Cablecast/telecast and/or Internet video broadcast delayed after twenty-four (24) hours following the conclusion of the event - 20% of the minimum live cablecasting/telecasting and/or webcasting (video streaming) rights fee.

**POLICIES REGARDING CABLECASTING/TELECASTING, FILMING,  
PHOTOGRAPHING, VIDEOTAPING, AND/OR WEBCASTING (VIDEO STREAMING)**

**A. Photography, Film, Video and Audio.** PIAA is the owner of the rights to and the copyright holder of all Contests conducted under its jurisdiction. Consistent therewith, the following policies, restrictions, and guidelines apply to audio and visual depictions of PIAA District and/or Inter-District Championship Contests, including all still photographs taken of such Contests, all film, analog and digital videos, audiotape and Internet depictions of such Contests and the live audio, visual, and webcasting broadcasts of such Contests.

As a general rule, still photography, filming, videotaping, audio recording and webcasting are prohibited at PIAA District and/or Inter-District Championship Contests, except as expressly and specifically authorized by this policy. All video, broadcast, title, and broadcast rights for PIAA District and/or Inter-District Championship Contests are the exclusive property of the involved PIAA District or PIAA, within their respective jurisdictions. PIAA District and/or Inter-District Championship Contests cannot be reproduced, rebroadcast, or used for any other purposes without the express written consent of the involved PIAA District or PIAA, within their respective jurisdictions.

**B. General Policies Applicable to All Classes of Photographers, Videographers, etc.**

1. Still photographs, films, videotapes, and audiotapes may not be used to review decisions of Contest officials.
2. Still photographs, films, videotapes, or audiotapes, in full or in part, may not be used for any commercial purpose unless authorized in writing by the involved PIAA District or PIAA, within their respective jurisdictions.

3. Any still photography, filming, videotaping, audiotaping, telecasting, webcasting (video streaming), and/or cablecasting shall not interfere with the visibility and comfort of spectators, shall not present a safety hazard to spectators, and/or shall not disrupt, disturb, or interfere with the competition or with any competitor.
4. Any person conducting photography, filming, videotaping, audiotaping, telecasting, webcasting (video streaming), and/or cablecasting shall not stand on any unsafe or potentially hazardous physical object or facility.
5. Any person conducting photography, filming, videotaping, audiotaping, telecasting, webcasting (video streaming), and/or cablecasting must remain in the areas that have been designated for spectators, sports photographers, schools, cable/television stations, or Internet video broadcasters, as appropriate.

**C. Specific Classes of Photographer, Videographers, etc.**

1. **Member Schools.** Representatives of PIAA member schools are authorized, at their own expense, to take still photographs and to film, videotape, and audiotape PIAA District and/or Inter-District Championship Contests.
2. **Spectators.** Individual spectators are authorized, at their own expense, and from the seating area or other designated space, to personally take still photographs, film, videotape, and/or audiotape of PIAA District and/or Inter-District Championship Contests for strictly personal use.
3. **Media.**
  - a. Members of the media are authorized, without paying a fee, to take still photographs and take short film, video, and/or audio clips of PIAA District and/or Inter-District Championship Contests for print, video, and electronic news coverage.
  - b. With advance permission from the involved PIAA District or PIAA, within their respective jurisdictions, members of the media may take still photographs and film, videotape, and/or audiotape of PIAA District and/or Inter-District Championship Contests for non-news coverage purposes.
  - c. The filming or taping of the majority of a PIAA District and/or Inter-District Championship Contest is prohibited, absent approval of the involved PIAA District or PIAA, within their respective jurisdictions.
  - d. Absent prior approval of the involved PIAA District or PIAA, within their respective jurisdictions, for other usage, videos (analog or digital) taken at any PIAA District and/or Inter-District Championship Contests may be used for the sole purpose of showing excerpts thereof as a part of a regularly scheduled sports or news program and for no other reason.
  - e. Media will not lend, give away, and/or sell film and/or videotape of PIAA District and/or Inter-District Championship Contests, either in whole or in part, except for the purposes herein above specifically set forth and/or in such cases as the involved PIAA District or PIAA, within their respective jurisdictions, approves requests to do so.
  - f. Absent prior approval of the involved PIAA District or PIAA, within their respective jurisdictions, in no case where excerpts of any PIAA District and/or Inter-District Championship Contest or Contests are used in connection with television programming, shall the action of the Contest or Contests exceed a total of ninety (90) seconds of running time.
  - g. Absent prior approval of the involved PIAA District or PIAA, within their respective jurisdictions, no live reports of a PIAA District and/or Inter-District Championship Contest are permitted during the time a Contest is being televised live by a television station or network with exclusive rights to the Contest.
  - h. Upon request of a PIAA member school or student, media may sell copies of photographs that are published to the requesting school and/or student (or the student's family).

**REQUEST FOR PROPOSAL (RFP) TO CABLECAST OR TELECAST, AND/OR VIDEO  
STREAMING THE PIAA CHAMPIONSHIPS (FINALS)**

The purpose of the Request for Proposal (RFP) is to provide the opportunity for cable companies and/or television stations to bid on cablecasting, telecasting, and/or video streaming the PIAA Championships (Finals) for a four (4) year period.

<b>ENROLLMENT CLASSIFICATIONS</b>
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### **DESIGNATION OF ENROLLMENT CLASSIFICATIONS**

For competition purposes, PIAA classifies schools by (1) gender and/or (2) size of enrollment at schools. These classifications are created to promote equal opportunities for both boys and girls to participate in interscholastic athletics and to reduce the competitive imbalance created through competition between schools that vary significantly in enrollment.

Each school shall be placed in a class for each sport in which there is more than one class, based upon its enrollment as reported pursuant to ARTICLE IV, DUES AND ENROLLMENT REPORT, Section 1, Annual Dues and Enrollment Report, of the PIAA Constitution, for each odd-numbered year. Multi-class boys' sports shall be classified according to total male enrollment in grades 9, 10, and 11 and multi-class girls' sports shall be classified according to total female enrollment in grades 9, 10, and 11. Enrollment figures shall include all Cyber Charter School and Home-Schooled Students; all students attending an Alternative School, a Magnet School, or a Vocational-Technical school; and all students attending a Charter School who are eligible at a school in the school district of their residences. 10% of the total number of these students will be added to those students who are regularly enrolled and in attendance to complete each schools classification numbers.

The classification shall go into effect for the next school year and shall remain in effect for two school years, except as hereinafter provided.

When a school is merged into, or consolidated with, another school, the classification of the surviving or new school shall be based upon its enrollment as affected by the merger or consolidation, measured as of the date of merger or consolidation, and effective beginning with the first sports season which starts thereafter. When a school closes, and its students Transfer to one or more other schools, the classification of each school receiving students from the closed school shall be based upon its enrollment as affected by the closing, measured as of the date of enrollment of the students from the closed school, and effective beginning with the first sports season which starts thereafter.

Baseball -- 1A-2A-3A-4A-5A-6A  
Basketball -- 1A-2A-3A-4A-5A-6A  
Competitive Spirit -- Sm-Md-Lg or Coed Varsity Squads  
Cross Country -- 1A-2A-3A  
Field Hockey -- 1A-2A-3A  
Football -- 1A-2A-3A-4A-5A-6A  
Golf -- 2A-3A  
Lacrosse -- 2A-3A

Soccer -- 1A-2A-3A-4A  
Softball, Fast Pitch -- 1A-2A-3A-4A-5A-6A  
Swimming and Diving -- 2A-3A  
Tennis -- 2A-3A  
Track & Field -- 2A-3A  
Volleyball -- Boys -- 2A-3A-4A  
Volleyball -- Girls -- 1A-2A-3A-4A  
Wrestling -- 2A-3A

### **POLICY FOR DETERMINING NUMBER OF MEMBER SENIOR HIGH SCHOOLS IN EACH ENROLLMENT CLASSIFICATION**

In each sport in which the PIAA Board of Directors has established multiple enrollment classifications, each enrollment classification shall have as nearly as possible the same number of member senior high schools sponsoring that sport.

### **POLICY FOR CHANGE IN NUMBERS OF QUALIFIERS, BRACKETS (PAIRINGS)**

If the number of member schools in a PIAA District changes due to school closings, consolidations, and/or opening/creating new schools, the PIAA Executive Staff will review the number of qualifiers and brackets (pairings) and, if the school actions affect the proportional representation distribution between Districts, the Executive Staff is authorized to propose to the Board of Directors an adjustment in qualifiers and bracketing to further the intent of proportional representation.

### **CORRECTIONS TO SCHOOL'S ENROLLMENT REPORT**

The Annual Dues and Enrollment Report shall be filed with the PIAA Office not later than the date the Public School Enrollment Report is due to the Pennsylvania Department of Education (PDE). Member schools are expected to closely review the Enrollment Report for possible errors. To address possible mistakes or oversights, PIAA will provide a copy of the submitted report numbers to each member school for their review. PIAA member school may submit a written request to revise their Enrollment Report on or before November 15<sup>th</sup> of every odd numbered year. Oral requests for revisions to enrollment numbers and requests for revisions submitted after the November 15<sup>th</sup> deadline will not be considered by PIAA.

PIAA will formally announce the classification assignments for the next two year period within 30 days of the November 15<sup>th</sup> deadline or as soon thereafter as possible.

### **CORRECTION OF ENROLLMENT REPORT ERRORS**

PIAA relies upon the accuracy of Enrollment Reports submitted by member schools pursuant to ARTICLE IV, DUES AND ENROLLMENT, Section 1, Annual Dues and Enrollment Report, of the PIAA Constitution, to establish enrollment classifications and entries (qualifiers) for each District in each sport in which the PIAA Board of Directors has established Inter-District Championships. It is, therefore, important that member schools take great care in submitting accurate Enrollment Reports. PIAA also recognizes, however, that inadvertent errors can occur and the organization does not seek to punish member schools where errors can be corrected within 30 days from its release and have minimal impact on the administration of sports. Any member school which, through excusable error, submits an erroneous Enrollment Report may request that a corrected Enrollment Report be accepted. Such request may be granted by the Board of Directors if the following criteria are met:

1. The Board of Directors is persuaded that the error was inadvertent and unintentional;
2. The error was caught within 30 days from its release and will not affect the enrollment classifications or number of entries (qualifiers) for any PIAA District;
3. There is no history of such errors being committed by the member school; and
4. The District Committee having jurisdiction over the member school supports the correction of the error.

### **VOLUNTARY INCREASE IN ENROLLMENT CLASSIFICATION**

Any member school, in any sport that it sponsors, may voluntarily participate in a higher enrollment classification than would otherwise be appropriate based upon its enrollment. Once the PIAA-established deadline for voluntarily participating in a higher enrollment classification has passed, requests by member schools, which are supported by the respective District Committees having jurisdiction over the member schools, to participate in a higher enrollment classification shall not alter the number of entries (qualifiers) for any PIAA District.

**STUDENT-ATHLETES AND PIAA MEMBER SCHOOLS**



**POLICY REGARDING CONFIDENTIALITY OF INFORMATION RELATING TO  
STUDENT-ATHLETES, MEMBER SCHOOLS, SPORTS OFFICIALS, AND OTHER ADULTS**

PIAA respects and seeks to protect the legitimate privacy interests of student-athletes. The following policy outlines what student-athlete information one should expect to be provided to PIAA and how PIAA handles the use and disclosure of such information. The policy further sets forth how information relating to member schools, PIAA-registered officials, and other adults will be handled by PIAA.

**I. Student-Athlete Information:**

PIAA regularly requires production of certain factual information needed to determine athletic eligibility of students and/or to enforce the PIAA Constitution, By-Laws, Policies and Procedures, and Rules and Regulations. The information includes both public and Personal Private Information concerning student-athletes. Such information routinely includes the student's (1) name; (2) home address; (3) age and date of birth; (4) academic records; (5) attendance records; and (6) information relating to a student's participation in interscholastic athletic competition. In some instances, PIAA may require certain health and other records of students.

- A. General Policy:** It is PIAA policy that Personal Private Information concerning student-athletes, provided for the purpose of determining the eligibility of a student and to enforce the PIAA Constitution, By-Laws, Policies and Procedures, and Rules and Regulations, shall, unless a waiver of disclosure is provided by the student or the student's parent(s), if the student is under the age of eighteen (18), be limited to such purposes and shall not be disclosed to persons not properly involved in the handling of the matter.

The name of the student, the name of the student's school, the eligibility rule at issue, and the mere finding of eligibility or ineligibility are not considered confidential.

**B. Confidentiality Prior to, and During, Eligibility and Disciplinary Proceedings:**

**1. Initial Consideration of Eligibility Matters:**

On agendas of meetings and notices of special meetings to consider eligibility matters, PIAA and District Committees shall identify the names of students whose eligibility is in question, the names of the students' schools, and the eligibility rule(s) at issue.

Documents submitted to PIAA and District Committees in support of or opposing the eligibility of a student, and which contain Personal Private Information about a student, should not be disclosed to third parties without approval of the student or, if the student is under the age of eighteen (18), the student's parent(s).

Where there is no dispute concerning the eligibility of a student or group of students, District Committees shall, in open session, approve requests for determination of eligibility without discussion of particular circumstances. Where, however, there is any question of eligibility and consideration of the particular circumstances requires discussion of Personal Private Information, such discussion should occur in executive session. Action taken merely to schedule an eligibility hearing should be taken in public session.

**2. Conduct of Eligibility Hearings:**

During eligibility and disciplinary hearings, when a student, the student's family, and/or the student's school, anticipates that Personal Private Information relating to the student-athlete and/or the student's family or others may be disclosed, the student, the student's family, and/or the student's school may request that all or parts of the matter be closed to persons not involved in the hearing or affiliated with PIAA. Absent objection, and under normal circumstances, the presiding officer should honor such requests.

If any person objects to closure of the hearing, the presiding officer shall consider the merits of the respecting positions and determine whether complete or partial closure of the matter is appropriate. In reaching such decision, the presiding officer shall carefully consider the privacy interests of students as the primary factor to be weighed, but shall take into account a general goal of openness of proceedings. Where closure is deemed appropriate, and it is feasible to do so, the presiding officer should limit closure to those parts of the hearing where Personal Private Information of the student or the student's family is likely to be disclosed.

**3. Disclosure of Eligibility, Disciplinary, and Other Decisions:**

Copies of correspondence, minutes of PIAA and its District Committee meetings, and other documents merely stating the determination of eligibility or ineligibility shall be freely disclosed to others. Copies of correspondence and other documents setting forth rationales for decisions may be disclosed unless such documents include discussion of Personal Private Information of students and/or their families or others, in which case such documents shall be sent only to (1) the student-athlete; (2) appropriate representatives of the school(s) involved in the proceeding; (3) the student's and/or school's legal counsel, if identified; (4) members of the Board of Directors; (5) appropriate members and employees of the relevant District Committee(s); (6) the PIAA Administrative Staff; and (7) legal counsel for PIAA. Other persons may receive copies of such correspondence upon approval of the PIAA Executive Committee.

PIAA and its District Committees may publish, on their respective Web sites, minutes, and newsletters, the following: (1) the name of the student whose eligibility was in question; (2) the name of the student's school; (3) the eligibility rule at issue; and (4) the finding of eligibility or ineligibility. Where such information is provided, no discussion of the circumstances of the student's situation or the reasons or rationale for the decision shall be provided. For the benefit of the PIAA membership, summaries of the recommendations and rationales also may be posted on PIAA and District Committee Web sites, minutes, and newsletters, provided that no Personal Private Information of the student, the student's family, or others, is disclosed.

Except as stated above, absent approval of the Executive Committee, the PIAA Administrative Staff, Board of Directors, District Committee personnel, and PIAA legal counsel shall treat Personal Private Information of students, their families, and others, including individual student records and letters setting forth rationales of decisions, as confidential. All inquiries should be directed to the affected school(s). Upon request, the Executive Committee may, in its discretion, authorize the disclosure of the rationales of the District Committee, or its Hearing Panel(s), the Board of Directors, or its Board(s) of Appeal provided that such disclosure does not include Personal Private Information of a student.

Any of the restrictions on disclosure set forth above may be waived upon consent of the student or, if the student is under the age of eighteen (18), the parents of the student, whose eligibility is at issue.

**4. Information Relating To Athletic Performance of Students:**

PIAA regularly obtains or develops information related to the athletic performance of student-athletes who participate in PIAA-sponsored interscholastic athletic competition. As such performances occur in a public setting and cannot be considered confidential; such information will not be treated as confidential.



## II. Information Concerning Member Schools and Adults:

- A. General Policy:** As a general matter, information concerning (1) member schools; (2) personnel and representatives of member schools; (3) PIAA-registered officials; and (4) other adults, may be freely used and disclosed by PIAA with no restrictions. Exceptions to this general approach are set forth below.
- B. Confidentiality During Hearings:** Where actions may be taken against a school or its personnel, or PIAA-registered officials, pursuant to the provisions of ARTICLE XIII, PENALTIES, of the PIAA By-Laws, the school or adults involved may request that all or parts of the matter be closed to persons not involved in the hearing or affiliated with PIAA. Under normal circumstances, and if no objection is made, such request may be honored by the presiding officer when potentially criminal conduct or the employment of member school Coaches or other employees may be at issue. In other instances, the presiding officer should be reluctant to close the hearing.

If any person objects to closure of any part of the hearing, the presiding officer shall consider the merits of the respecting positions and determine whether complete or partial closure of the matter is appropriate. In reaching such decision, the presiding officer shall weigh the privacy interests of member school personnel and the legitimate interest of PIAA members and the public in knowledge of enforcement of the PIAA Constitution, By-Laws, Policies and Procedures, and Rules and Regulations. Where closure is deemed appropriate, and it is feasible to do so, the presiding officer should attempt to limit closure.

- C. Disclosure of Disciplinary and Other Decisions:** Copies of correspondence, minutes of PIAA and District Committees, and other documents merely stating the determination of eligibility or ineligibility shall be freely disclosed to others. Copies of correspondence and other documents which include discussion of Personal Private Information of individuals or information which relates to possible criminal matters and/or employment disciplinary matters shall be sent only to (1) appropriate representatives of the school(s) involved in the proceeding; (2) the school's legal counsel, if identified; (3) members of the Board of Directors; (4) appropriate members and employees of the relevant District Committee(s); (5) the PIAA Administrative Staff; and (6) legal counsel for PIAA. Other persons may receive copies of such correspondence upon approval of the PIAA Executive Committee. Subsequent compliance plans and/or investigatory reports submitted by member schools as a condition of probation or upon direction of the hearing body and containing Personal Private Information about any person(s) shall not be produced.

For the benefit of the PIAA membership, PIAA and its District Committees may publish, on their respective Web sites, minutes, and newsletters, summaries of the decisions and rationales, provided that Personal Private Information of individuals and information which relates to possible criminal matters and/or employment disciplinary matters is not published.

### EQUAL OPPORTUNITY AND TREATMENT POLICY

The Pennsylvania Interscholastic Athletic Association, Inc. (PIAA) is committed to the principles of equal opportunity and treatment for all individuals involved in interscholastic athletics. PIAA believes that all boys and girls, Coaches, Contest officials, and athletic administrators should have equal opportunity to participate in, Coach, officiate, and administer at all levels of interscholastic athletics and receive equal treatment, without regard to race, color, religion, gender, age, national origin, or ethnic background.

Alleged violations of this Equal Opportunity and Treatment Policy should be reported to the Executive Director, who will, either directly or through a designee, attempt to resolve the matter informally. Any person dissatisfied with the efforts of the Executive Director may seek relief from the District Committee having jurisdiction over the matter. Appeals of District Committee decisions may be taken to the Board of Directors.

## **TRANSGENDER POLICY**

Where a student's gender is questioned or uncertain, the decision of the Principal as to the student's gender will be accepted by PIAA.

## **ADHERENCE TO AND ENFORCEMENT OF PIAA CONSTITUTION AND/OR BY-LAWS**

The initial responsibility for adherence to and enforcement of the PIAA Constitution and/or By-Laws by a member school and its students and other personnel rests with the Principal of that school.

Nevertheless, it continues to be PIAA policy that (1) the Principal of another member school, by written complaint to the Chairman of the appropriate District Committee or PIAA Office, may allege or bring to the attention of PIAA a violation of or a failure to meet applicable provisions of the PIAA Constitution and/or By-Laws, and (2) a District Committee or the Board of Directors may on its own motion enforce the PIAA Constitution and/or By-Laws in the absence of submission of the matter to it by the Principal of a member school.

## **PIAA PHILOSOPHY**

It is unconscionable that a school or any of its employees would subvert the high purposes of interscholastic athletics by condoning any violation of the rules. To involve boys or girls in any practice or procedure which "gets around the rules" is unworthy of a person associated with athletics.

## **PIAA POSITION REGARDING COMPETITION STANDARDS RELATIVE TO GIRLS PLAYING ON BOYS' TEAMS OR BOYS PLAYING ON GIRLS' TEAMS**

Girls playing on boys' Teams or boys playing on girls' Teams are subject to the competition standards established by the Contest rules of that sport.

## **POLICY REGARDING MINIMIZING LOSS OF INSTRUCTIONAL TIME**

PIAA is, first and foremost, an organization supporting the overall education of students of PIAA member schools. PIAA recognizes that the primary responsibility of its member schools is to provide instruction and educational opportunities for students.

Interscholastic athletics is a part of the educational process but it should not be administered to the detriment of other educational objectives. Persistent removal of students from school during regular school hours to participate in interscholastic athletics is disfavored and, in scheduling Practices and Contests, PIAA member schools are encouraged to minimize disruptions of the educational process and any loss of instructional time.

## **POLICY REGARDING MEMBER SCHOOL SUPERVISION OF PIAA-REGISTERED SPORTS OFFICIALS ENGAGED TO OFFICIATE CONTESTS**

At all Contests between PIAA member schools, the host school shall ensure that PIAA-registered sports officials who have been engaged to officiate their Contests are given a changing area separate and apart from those changing areas utilized by student-athletes. If this is not physically possible, the host school shall establish and enforce a detailed plan identifying how it intends to remedy this situation and prevent one-on-one unsupervised or unobserved contact by officials with student-athletes. All host schools shall take all steps reasonably necessary to ensure that the sports officials do not have other opportunities for one-on-one unsupervised or unobserved contact with student-athletes. The failure to adopt and implement appropriate procedures may disqualify the host school from hosting future Contests between PIAA member schools for a period of time deemed appropriate by the PIAA District Committee or the PIAA Board of Directors, within their respective jurisdictions, as well as imposition of other sanctions under ARTICLE XIII, PENALTIES, of the PIAA By-Laws.

## **RESTRICTION ON USE OF TOBACCO PRODUCTS**

PIAA policy prohibits the use of tobacco products by participating and non-participating Team personnel, including Coaches, during any Contest at any level (varsity, junior varsity, or otherwise) of competition.

## **ACCOMMODATIONS OF RELIGIOUS OBSERVANCES**

PIAA requests that its member schools make reasonable accommodations for the religious observances of students where asked by the student to do so. Reasonableness would be determined by the amount of time remaining between the request and the event(s) affected and the undue hardship that would be caused by honoring the request.

## **REQUESTS FOR ACCOMMODATIONS DUE TO DISABILITIES**

One of the purposes of PIAA, as stated in ARTICLE II, PURPOSES, Section 1C, of the PIAA Constitution, is "To promote uniformity of standards in all interscholastic competition." To that end, PIAA generally requires adherence to the rules adopted for each individual sport. PIAA is also cognizant, however, of the need to accommodate individuals with disabilities to the extent that reasonable accommodation will not (1) fundamentally alter essential elements of a sport, (2) increase the risk of injury to other participants, and/or provide the student-athlete with an unfair advantage. Therefore, evaluation of requests by students or Coaches for exemption from, or modification of, applicable sport rules and regulations due to a physical, mental, or emotional disability will be considered on a case-by-case basis. Guidelines for handling such requests are set forth below.

### **A. Authority to Grant Accommodation Requests:**

Requests for accommodations due to disabilities shall be submitted to the Executive Director, who shall have the authority to consider and rule on (1) whether the student is disabled within the meaning of the Americans With Disabilities Act (see Sub-Section G below), (2) whether an accommodation is necessary for participation, and (3) what accommodation, if any, should be granted, taking into account the essential elements of the sport, risk of injury to other participants, and/or (3) fairness to other participants. If an accommodation would fundamentally alter an essential element of a sport, would increase the risk of injury to other participants, and/or would provide an unfair advantage to the student, the accommodation is not a reasonable one and should not be granted. Appeals from decisions of the Executive Director may be submitted to the PIAA Board of Directors.

### **B. Requests To Waive "Age Rule":**

ARTICLE I, AGE, Section 1, Maximum Age Rule, of the PIAA By-Laws, sets forth a maximum age at which a student is eligible to participate in interscholastic athletics. Said limitation may be waived for students with disabilities. The standard for such waiver is set forth in ARTICLE I, AGE, Section 3, Waiver of Maximum Age Rule.

### **C. Requests for use of a Motorized Cart in the Sport of Golf:**

Golfers with disabilities who, because of their disability, are unable to walk and/or carry their own bags where such walking and carrying is required may seek an accommodation allowing them to use a motorized cart in the sport of golf. PIAA member schools seeking such accommodation for student-athletes shall submit to PIAA a completed "PIAA Member School Request for Student-Athlete to Use a Motorized Cart in the Sport of Golf Form." Requests will be granted upon determination that the student-athlete has a disability which substantially interferes with participation but for use of the requested cart, and the use of the cart will not provide the student-athlete with an unfair advantage. Accommodations may be granted for specific Contests and/or for a specific period of time.

### **D. Requests for use of other Special Equipment:**

Requests for use of special equipment otherwise prohibited by the rules of a particular sport will be considered and granted where, (1) due to a disability, the equipment is necessary for participation, (2) the said equipment does not pose a cognizable increased risk of harm to teammates and/or opponents, and

(3) the equipment does not provide the student, Coach, and/or school with an unfair advantage. Accommodations may be granted for specific Contests, specific sports, and/or for a specific period of time.

**E. Information to be Provided with Request for Accommodation:**

Requests for accommodations should include the name, contact information, specific accommodation requested, reason for the requested accommodation, and medical documentation supporting the request.

**F. Consultation with Experts:**

The applicable decision-maker may consult with appropriate medical personnel to assess the severity of the disability and the relationship between the disability and the requested accommodation. The decision-maker may also consult with sport-specific experts to assess the effect of the accommodation on the nature of the sport and on whether the accommodation would provide an unfair advantage to the participant.

**G. Determining Whether a Student is Disabled:**

Under the Americans With Disabilities Act, a person with a disability is one who has a physical or mental impairment that substantially limits one or more major life activities; who has a record of substantially limiting impairment; and/or who is perceived to have such an impairment. Major life activities would include such things as seeing, hearing, speaking, walking, breathing, performing manual tasks, learning, caring for oneself, and working. An individual with epilepsy, paralysis, HIV infection, AIDS, a substantial hearing or visual impairment, mental retardation, or a specific learning disability would be covered, but an individual with a minor, non-chronic condition of short duration, such as a sprain, broken limb, or the flu, generally would not be covered.

**H. Illustrations:**

1. A request to accommodate a tennis player confined to a wheelchair by allowing the student two bounces to get to a ball should be denied as such accommodation would fundamentally alter an essential rule of the game of tennis.
2. A request to allow a wheelchair track athlete to compete against able bodied runners in a distance event over 400 meters should be denied since wheelchair athletes have a significant and unfair advantage in distance events over 400 meters.
3. A base Coach who requires the use of crutches, canes, or braces may be granted an accommodation provided that the Coach can demonstrate that, with the devices, that Coach is sufficiently mobile would be able to avoid contact with players during the course of a Contest.
4. A deaf swimmer may be granted an accommodation, such as the use of hand signals by a teammate, to assist the swimmer in the start of a race.

**PENNSYLVANIA INTERSCHOLASTIC ATHLETIC ASSOCIATION, INC. (PIAA)**  
**MEMBER SCHOOL REQUEST FOR STUDENT-ATHLETE TO USE A**  
**MOTORIZED CART IN THE SPORT OF GOLF FORM**  
(Effective July 1, 2015)

The purpose of this Form is to permit expeditious processing of requests from PIAA member schools for student-athletes to use a motorized cart in the sport of golf. Such authorization may be granted only under limited circumstances, as set forth in the "Requests for Accommodations Due to Disabilities" policy of PIAA. The policy, as specifically applied to the use of motorized golf carts, is as follows:

**C. Requests for use of a Motorized Cart in the Sport of Golf:**

Golfers with disabilities who, because of their disability, are unable to walk, may seek an accommodation allowing them to use a motorized cart in the sport of golf. PIAA member schools seeking such accommodation for student-athletes shall submit to PIAA a completed "PIAA Member School Request for Student-Athlete to use a Motorized Cart in the Sport of Golf Form." Requests will be granted upon determination that the student-athlete has a disability which substantially interferes with participation but for use of the requested cart, and the use of the cart will not provide the student-athlete with an unfair advantage. Accommodations may be granted for specific Contests and/or for a specific period of time.

To obtain consideration of such request, please complete the following:

(PLEASE PRINT OR TYPE)

DATE: \_\_\_\_\_

**SECTION 1. MEMBER SCHOOL INFORMATION**

A. Full Name of Principal: \_\_\_\_\_

B. Member School: \_\_\_\_\_

C. Member School Address: \_\_\_\_\_

D. Member School Phone No.: ( ) \_\_\_\_\_ Member School Fax No.: ( ) \_\_\_\_\_

**SECTION 2. STUDENT INFORMATION**

A. Full Name of Student: \_\_\_\_\_ Grade \_\_\_\_\_  
(First) (Middle) (Last)

B. Place of Residence: \_\_\_\_\_  
(Street Address) (City) (State) (Zip Code)

C. Name(s) of the head of household in which the student resides: \_\_\_\_\_  
Relationship to the student: \_\_\_\_\_

D. Residence is located within the boundaries of the \_\_\_\_\_ Public School District

E. Date of Student's Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ F. Age of Student on Last Birthday: \_\_\_\_\_

G. Date Student Enrolled for the Current School Year: \_\_\_\_/\_\_\_\_/\_\_\_\_



**PENNSYLVANIA INTERSCHOLASTIC ATHLETIC ASSOCIATION, INC. (PIAA)**  
**MEMBER SCHOOL REQUEST FOR STUDENT-ATHLETE**  
**TO MODIFY EQUIPMENT, CONTEST RULES, OR UNIFORM FORM**  
(Effective September 1, 2016)

The purpose of this Form is to permit expeditious processing of requests from PIAA member schools for student-athletes to modify the equipment or uniform in a sport. Such authorization may be granted only under limited circumstances, as set forth in the "Requests for Accommodations Due to Disabilities" policy of PIAA. Accommodations may be granted for specific Contests and/or for a specific period of time.

To obtain consideration of such request, please complete the following:

(PLEASE PRINT OR TYPE)

DATE: \_\_\_\_\_

**SECTION 1. MEMBER SCHOOL INFORMATION**

A. Full Name of Principal: \_\_\_\_\_

B. Member School: \_\_\_\_\_

C. Member School Address: \_\_\_\_\_

D. Member School Phone No.: ( ) \_\_\_\_\_ Member School Fax No.: ( ) \_\_\_\_\_

**SECTION 2. STUDENT INFORMATION**

A. Full Name of Student: \_\_\_\_\_ Grade \_\_\_\_\_  
(First) (Middle) (Last)

B. Place of Residence: \_\_\_\_\_  
(Street Address) (City) (State) (Zip Code)

C. Name(s) of the head of household in which the student resides: \_\_\_\_\_  
Relationship to the student: \_\_\_\_\_

D. Residence is located within the boundaries of the \_\_\_\_\_ Public School District

E. Date of Student's Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ F. Age of Student on Last Birthday: \_\_\_\_\_

G. Date Student Enrolled for the Current School Year: \_\_\_\_/\_\_\_\_/\_\_\_\_

H. Disability Related Information

1. This request is for the sport of: \_\_\_\_\_

2. Identify the nature of the student's disability and extent of the disability and explain why it would be necessary for the student to request the modification of equipment or uniform.

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3. Please attach a statement from the student's attending physician, prepared within the past thirty (30) days.

4. For what time period is the accommodation sought: \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_.  
*[This request is only per school year.]*

5. If the disability is temporary, when will it be sufficiently resolved to permit the student-athlete to use equipment and/or uniform as outlined in the National Federation of State High School Associations (NFHS) Rules Book: \_\_\_\_/\_\_\_\_/\_\_\_\_.

### **SECTION 3. PRINCIPAL CERTIFICATION**

I hereby certify that (1) I am Principal of \_\_\_\_\_ High School; (2) I have reviewed the above request with the student-athlete; (3) the information contained herein is accurate and complete, to the best of my knowledge, information, and belief; (4) the requested accommodation is needed for the student to participate in the sport listed in Section 2, Student Information, H; (5) I do not believe the accommodation will give the student-athlete an unfair advantage over his or her competitors; and (6) I support the request for the accommodation.

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(Signature of PIAA Member School Principal)

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(Date)

PIAA Member School Principal's E-mail Address: \_\_\_\_\_

## **POLICY REGARDING THE REGULAR SEASON PARTICIPATION OF WHEELCHAIR ATHLETES IN THE SPORT OF OUTDOOR TRACK AND FIELD**

Track and field events administered by PIAA are intended for participation by able-bodied athletes. To promote the participation of students with disabilities, accommodations may be made in specific sports for such persons under PIAA's policy relating to "Requests for Accommodations Due To Disabilities." In establishing categories of competition within a particular sport specifically for students with disabilities, however, PIAA recognizes that there exists a broad range of disabilities suffered by many students and that the disabilities have varying effects on the capabilities of the students to compete athletically. This range of disabilities makes it challenging to develop a comprehensive policy governing such competition. PIAA recognizes, for example, that Wheelchair Track and Field USA (WTFUSA) has established numerous classifications for Wheelchair Athletes based upon the levels of disabilities present. PIAA is simply not equipped to offer the broad range of interscholastic competitive opportunities which might be desired or preferred.

In an effort to expand competitive opportunities, however, the PIAA Board of Directors has adopted this policy to permit student athletes utilizing Wheelchairs to participate in some events against other Wheelchair Athletes in interscholastic outdoor track and field during the Regular Season and under the following conditions and procedures. Although Wheelchair Athletes may have a range of functionality, PIAA applies standards generally consistent with the T53D and F53D classifications for senior high school wheelchair athletes and the T53C and F53C classifications for junior high/middle school wheelchair athletes, as defined by WTFUSA, for Regular Season competition.

### **A. General Approach:**

Where conditions do not present an unusual and cognizable increased risk of danger to the Wheelchair Athletes or other participants, and subject to any member school's verified presentation of facility-related prohibitions directly related to the use of Wheelchairs, Wheelchair Athletes who meet all other PIAA eligibility requirements may participate in events identified in this Policy alongside able-bodied competitors.

Wheelchair Athletes may participate in any combination of four (4) of the following events: 100 meter dash; 200 meter dash; 400 meter dash; 800 meter run; shot put; discus throw; and javelin throw.

For scoring purposes, Wheelchair Athletes compete only against a set standard and other Wheelchair Athletes. To a degree, the points earned by Wheelchair Athletes are included in the point totals for the Wheelchair Athlete's Team.

### **B. Definitions**

**1. Wheelchair Athlete:** A Wheelchair Athlete is a student who has a permanent muscular or neuromuscular disability, which significantly limits the student's ability to move, or a permanent skeletal deformity or abnormality, which significantly affects ambulation, and requires the student to use a Wheelchair for everyday activities. Permanent orthopedic impairment shall be verified by a licensed physician of medicine or osteopathic medicine and maintained on permanent file at the Wheelchair Athlete's school.

**2. Wheelchair:** A device that meets the following specifications:

- A Wheelchair used for track events shall have at least two large wheels and one small one. The maximum diameter of the large wheels, including the inflated tire, shall not exceed 70 cm and the maximum diameter of the small wheel(s), including the inflated tire(s), shall not exceed 50 cm.
- A Wheelchair used for track events shall be operated manually, with no mechanical, electronic, or other gears or levers used to propel the Wheelchair.
- Only one hand rim shall be attached to each large wheel of the Wheelchair.

- A device used by the Wheelchair Athlete to sit in for field events, including a cushion, shall not exceed 25 inches in height. The device need not meet the specifications for a Wheelchair used for track events.

### C. Scoring.

1. As set forth below, Wheelchair Athletes compete against other Wheelchair Athletes and against a standard time or distance for the opportunity to score points for their Team.

2. Senior high school wheelchair Athletes are eligible to score points for their Team only if they meet or exceed the following minimum standards ("Qualifying Standards") in the identified events:

	Boys	Girls
100 meter dash	:24	:30
200 meter dash	:42	:55
400 meter dash	1:30	1:55
800 meter run	2:50	3:20
shot put	8-2	6-6
discus throw	14-9	9-10
javelin throw	16-4	11-5

3. Junior high/middle school wheelchair athletes are eligible to score points for their junior high/middle school Team only if they meet or exceed the following minimum standards ("Qualifying Standards") in the identified events:

	Boys	Girls
100 meter dash	:27	:33
200 meter dash	:45	1:00
400 meter dash	1:40	2:00
800 meter run	3:30	3:30
shot put	6-6	4-11
discus throw	13-1	8-2
javelin throw	14-9	10-7

4. If the Wheelchair Athlete meets or exceeds the Qualifying Standards set forth above, the Wheelchair Athlete shall score at least 1 point in the event.

5. If more than one Wheelchair Athlete competes in an event, scoring for each Wheelchair Athlete who meets or exceeds the Qualifying Standard shall be as follows:

- 1 participant: 1 point
- 2 participants: 1st place, 2 points; 2nd place, 1 point
- 3 or more participants: 1st place, 5 points; 2nd place, 3 points; 3rd place, 1 point

A competitor who does not meet or exceed the Qualifying Standard shall not receive any points, regardless of the number of participants in the event.

A competitor who does meet or exceed the Qualifying Standard receives the full number of points based on the number of competitors, regardless of whether any or all of the other competitors meet or exceed the Qualifying Standard.

6. **Team Scoring:** If the points scored by a Wheelchair Athlete have no impact on the results of the competition between two or more Teams, the Wheelchair Athlete's points shall be added to that Team's point total.

If the points scored by a Wheelchair Athlete enable his or her Team to tie or exceed the point total of one or more Teams in the Contest, then the Contest will be preliminarily determined to be a tie between those Teams and those tied Teams will apply the following tie-breaker:

1. The Team whose athletes have been disqualified for unsporting conduct or unacceptable conduct the least number of times shall be declared the winner.
2. The Team having won the greater number of all contested events shall be declared the winner.\*
3. The Team having won the greater number of contested individual events shall be declared the winner.\*
4. The Team having won the greater number of contested relay events shall be declared the winner.
5. If Teams are tied after the first four criteria are met, then a tie shall be declared.

\*Wheelchair events shall be counted only if both Teams have an equal number of Wheelchair Athletes competing. If the participants are equal between Teams, then their events will be counted as well.

#### **D. Miscellaneous.**

1. Wheelchair Athletes shall compete in school-issued uniforms.
2. All Wheelchair Athletes must wear ANSI certified helmets.
3. Progression of a Wheelchair by any method except the competitor pushing on the wheels or hand rims will result in disqualification of the competitor.
4. Qualifying Standards are based on national standards established by WTFUSA, the national governing body of Wheelchair Sports USA. That body has not developed qualifying standards for cinder track surfaces. Therefore, no Qualifying Standards exist and points may not be earned for participation on cinder track surfaces
5. For field events, the following size implements shall be used by Wheelchair Athletes:

	<b>Boys</b>	<b>Girls</b>
Shot put	3 kg	3 kg
Discus throw	1 kg	1 kg
Javelin throw	600 g	600 g

**NOTE:** The 1 kg discus and the 600 g javelin are the standard implements for able-bodied girls in their respective events. Therefore, each should be available at a Contest under normal conditions. As a 3 kg shot is required in both boys and girls competition, the Wheelchair Athletes competing in that event must ensure that a proper size shot is present.

#### **PROCEDURES DURING STRIKES**

It is the philosophy of the PIAA Board of Directors, and PIAA member schools, that interscholastic athletics should not be used as a pawn during contract negotiations between School Boards and Education Associations.

While interscholastic athletics should not be considered to be different than any other extra-curricular activities, it is a simple fact of life that interscholastic athletics fan the emotions of a community to a higher and greater degree than any other school function.

Pursuant to ARTICLE XII, ATHLETIC RELATIONS, Section 6, Temporary Closure of School, of the PIAA By-Laws, there are several options that may be exercised during the period in which a member school is affected by a professional labor dispute:

- 1) A member school may Practice and compete in any scheduled Contests during the period of the work stoppage. If this option is elected, a Team may Practice only the length of time, each day that it would have Practiced had school been in session.

- 2) A member school may opt to Practice, but not play any Contests during the period of the work stoppage. If this option is elected, a Team may Practice only the length of time, each day that it would have Practiced had school been in session.
- 3) A Team (varsity, junior varsity, freshman, or junior high/middle school) **MUST** have completed the minimum length of Preseason Practice as specified for the sport in ARTICLE XVI, SEASON AND OUT-OF-SEASON RULES AND REGULATIONS, of the PIAA By-Laws, **BEFORE** the first Contest of each season.
- 4) If a member school's Practice schedule has been interrupted by a strike for more than three (3) consecutive days after the minimum length of Preseason Practice has been completed, that school must have had three (3) days of Practice prior to resuming its interscholastic athletic schedule.
- 5) If there are **ANY** questions as to the required Practice rule, a member school should contact its respective District Chairman or the PIAA Office.
- 6) The decision as to whether to Practice and/or play rests solely with a member school's School Board.
- 7) If a Contest is postponed, it may, by mutual agreement between the two member schools, be rescheduled. Decisions on cancellations or postponements must be made no less than three (3) days prior to the scheduled Contest. In situations where extenuating circumstances are present, the Executive Director may waive the requirement that notification concerning a postponement or cancellation must occur at least three (3) days prior to the scheduled Contest. Inability to reschedule the Contest shall result in forfeiture by the closed member school.

<b>UNIFORMS</b>
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**\*RESTRICTION ON ADVERTISEMENTS OR SPONSORS NAMES ON UNIFORMS**

PIAA Contests are not intended as forums for the promotion of socio/political beliefs or preferences nor are they intended to be a vehicle for the promotion of commercial or business interests of students, sponsors, friends, or backers of contestants or schools. Such promotion distracts from the focus of the Contest on athletic competition and sportsmanship, and therefore detracts from the educational value of the event. Contestants or Coaches desiring to express socio/political or other opinions which are prohibited under this policy shall consult with their school officials and the host of the Contest to determine an appropriate time and place for the expression of their beliefs.

No advertisements, names or logos of sponsors, lettering, logos, trademarks, or other designs shall appear on any uniforms issued or provided by any PIAA member school, in any sport under PIAA jurisdiction, other than the name and/or logo of the school and/or Team, and the name and/or logo of the manufacturer of the uniform.

Upon a contestant, Coach, or Team arriving on or in the immediate vicinity of a competition surface prior to a Contest, and until the conclusion of that Contest, no contestant, Coach, or Team shall wear any uniform that includes a commercial, social, or political advertisement, name or logo of sponsor, lettering, logo, trademark, or other design of any entity other than (1) that of the student's or Coach's school (and which has been approved by an appropriate representative of the school); (2) the name and/or logo of the manufacturer of the clothing being worn by the student or Coach; and/or (3) PIAA-approved attire. Any contestant or Coach in violation of this policy shall be requested to remove the offending uniform. A contestant or Coach refusing to do so may be subject to sanction pursuant to the provisions of ARTICLE XIII, PENALTIES, of the PIAA By-Laws.

**\*NOTE:** Warm-up apparel has been removed from this restriction on advertisements or sponsors names.

**POLICY REGARDING THE WEARING OF AN AMERICAN FLAG  
AND EITHER A COMMEMORATIVE PATCH OR  
A MEMORIAL INSIGNIA ON CONTEST JERSEY/SHIRT/TOP**

An American Flag, not to exceed 2 by 3 inches, and either a commemorative patch or a memorial insignia, not to exceed 4 square inches, may be worn on a Contest jersey/shirt/top provided neither the flag nor the patch or the insignia interferes with the visibility of the number.

**POLICY FOR CHARITY EVENT REQUESTS MADE TO THE PIAA OFFICE**

Schools' are prohibited from altering the Contest uniform, but schools may provide ancillary equipment (towels, socks [with the exception of soccer], etc.) in various colors to signify certain causes (providing all Team members are the same color), which would be worn or used in charity/benefit Contests designated by the school.

**POLICY REGARDING THE USE OF EYE SHADE**

The use of eye shade must be worn as a single, solid stroke under the eye. There shall be no numbers, words, logos, symbols or other detail located in the eye shade. The eye shade shall not extend below the cheek bone and extend no further than the width of the eye socket. Players having eye shade that does not meet the standard are to remove it or comply with the PIAA interpretation before participation in the game. If the players do not comply, the officials may impose unsportsmanlike conduct type penalties as determined by their respective rules code.



**PIAA TRADEMARKS POLICY**



## PIAA TRADEMARKS POLICY

### A. PIAA Trademarks.

PIAA has registered various trademarks. At the end of this policy is a list of all of the PIAA's registered trademarks. A complete electronic listing of PIAA trademarks' applicable specifications is available on the PIAA Web site at [www.piaa.org](http://www.piaa.org).

### B. Who can use PIAA Trademarks.

Only authorized users can use or display a PIAA trademark. To be considered an "authorized user," a person or entity must qualify under one or more of the following categories:

1. **"PIAA Member Schools"** – Current PIAA member schools, their Principals and Athletic Directors, are authorized to use PIAA trademarks on behalf of the school, provided that they may not, without prior written permission from PIAA, use the trademarks on any product or item to be offered for sale.
2. **"Chartered Chapters of PIAA-Registered Sports Officials"** – Chapters chartered as a chapter of PIAA-registered sports officials in good standing are authorized to use PIAA trademarks on behalf of the chapter, provided that they may not, without prior written permission from PIAA, use the trademarks on any product or item to be offered for sale. Authorized users in this category include the chapter officers (President, Secretary, Treasurer, and/or Interpreter).
3. **"Licensee"** - A person or entity who has entered into an agreement with PIAA which specifically authorizes the licensee to use one or more PIAA trademarks. Persons desiring a license should contact the Executive Director.

### C. Infringement

PIAA vigorously protects its trademarks and takes appropriate legal action should persons or entities not authorized to use its trademarks do so. Member schools should bring to the attention of PIAA any uses of the trademarks which they believe may be unauthorized.

### D. Guidelines for Proper Trademark Usage

Authorized Users of PIAA trademarks should contact PIAA for guidance on usage of PIAA trademarks. In general, however, PIAA trademarks should be noted by displaying the letter R enclosed within a circle, thus ® on the "heel" or "shoulder" of the mark.

## REGISTERED TRADEMARKS

#### Trademark

#### Registration Number

PIAA

2,361,556



2,367,735



2,361,557



2,361,555



3,471,861



3,472,094



3,475,801



4,840,687

## Western District of Pennsylvania

Civil Action No.

Signature of Clerk or Deputy Clerk



Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_ .

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_, a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_, who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I returned the summons unexecuted because \_\_\_\_\_ ; or

☐ Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ 0.00 .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

**Print**

**Save As...**

**Reset**

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [PA Interscholastic Athletic Association Misclassified Thousands of Sports Officials, Lawsuit Alleges](#)

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