

Section IX Athletics

Gregory Ransom, Executive Director

Section IX Athletic Council Meeting Tuesday, January 5, 2021 Video Conference Call at 9:30 am

- 1. Call to Order- Greg Ransom
- 2. Review of Meeting Materials
- 3. Approval of November 10, 2020 Minutes
- 4. Financial Report-Linda Trapani
- 5. Section IX NYSPHSAA Representatives- Roberta Greene and Jim Wolfe
- 6. NYSPHSAA Office Report
- 7. Combining of Teams-Tim Bult and Kermit Moyer
- Back from the Leagues -
 - Cohort Numbers for NYSPHSAA Classifications
 - School of Distinction/Excellence Merged Team Requirement
 - Private Schools within Public School District Boundaries
 - d. Sportsmanship Official's Card
 - e. Wrestling modify the current appeal procedures used for the State Championship (Duals and Individuals)
 - Classification Cut-Off Numbers: General 2 Divisions
 - Classification Cut-Off Numbers: General 5 Sport
 - Section IX Contest Guidelines Winter 2020-2021
- 9. Winter Chair Reports:

Chan reports.	
Gymnastics	Nicole Calderone
Basketball	Steve Boucher
Bowling	Rich Silverstein and Sean Collins
Wrestling	Jeff Cuilty
Boys Swimming	Scott Warner
Nordic Skiing	Ann Gregory
Cheerleading	Patti Archiere
Alpine Skiing	Janet Carey
Ice Hockey	Frank Allessandrino
	Basketball Bowling Wrestling Boys Swimming Nordic Skiing Cheerleading Alpine Skiing

10. Chair Reports

j.

- a. Girls & Boys Modified Sports Greg Warren and Suzanne Lendzian b. Safety Janet Carey
- c. Student Athlete Advisory Committee
- d. Eligibility
- e. Officials Coordinator

Indoor Track

- f. Sportsmanship
- **Unified Sports**

Mike White and Dave Feuer

Kermit Moyer Tom Cassata Dennis Burkett Adam Kless Rich Silverstein

- 11. Old Business
- 12. New Business
 - a. TPG contract with Section IX Athletics
- 13. Adjournment of Section IX Meeting

Next Meeting Dates:

Tuesday, March 16, 2021 Zoom Conference

10:22 AM 12/01/20

Section IX Athletic Council, Inc. Reconciliation Summary Orange County Trust Company, Period Ending 11/30/2020

	Nov 30, 20	
Beginning Balance Cleared Transactions		280,850.26
Checks and Payments - 15 items Deposits and Credits - 5 items	-30,662.04 5,936.69	
Total Cleared Transactions	-24,725.35	
Cleared Balance		256,124.91
Uncleared Transactions Checks and Payments - 14 items Deposits and Credits - 1 item	-4,228.20 0.00	
Total Uncleared Transactions	-4,228.20	
Register Balance as of 11/30/2020		251,896.71
Ending Balance	procedure to the control of the budy and discounts the good and the color to the color and discounts of colored	251,896.71



Section IX

Dues Charge per varsity team

Insurance Charge per District

NYSAAA-NIAA Dues Charge per District

Section IX Athletics

Gregory Ransom, Executive Director 2021-2022 Proposed Budget

EXPENDITURES:			SPORT		BOYS		GIRLS
SALARIES:							
Section IX Executive Director	\$	40,576.00	Baseball	\$	7,000.00		
Section IX Officials Negotiator /	\$	56,786.00	Basketball	\$	20,000.00	\$	20,000.00
MHAL Coordinator			Bowling	\$	2,500.00	\$	2,500.00
Section IX Secretary/Asst. Treasurer	\$	34,055.00	Cheerleading (Com	npeti	tive)	\$	3,000.00
Section IX Treasurer/Asst. Secretary	\$	20,000.00	Cheerleading (Gan	ne D	ay)	\$	3,000.00
Section IX Eligibility Chairperson	\$	5,912.00	Cross Country	\$	3,000.00	\$	3,000.00
Social Security/Comp/Unemployment	\$	11,000.00	Field Hockey			\$	3,000.00
Total	\$	168,329.00	Football	\$	30,000.00		
			Golf	\$	3,000.00	\$	3,000.00
Office Equiptment & Supplies	\$	14,048.00	Gymnastics			\$	3,000.00
Catering	\$	3,000.00	Ice Hockey	\$	3,000.00		
Travel/Conference	\$	7,000.00	Lacrosse	\$	4,000.00	\$	4,000.00
Membership	\$	2,000.00	Modified Sports	\$	500.00	\$	500.00
Audit	\$	6,000.00	Softball			\$	7,000.00
Awards	\$	35,000.00	Skiing Alpine	\$	2,500.00	\$	2,500.00
Paychex Services	\$	2,000.00	Skiing Nordic	\$	2,000.00	\$	2,000.00
Legal Fees	\$	6,000.00	Soccer	\$	8,500.00	\$	8,500.00
Total	\$	75,048.00	Swimming	\$	8,000.00	\$	8,000.00
		,	Tennis	\$	3,000.00	\$	3,000.00
Boys Sport Programs	\$	127,000.00	Track & Field	\$	8,000.00	\$	8,000.00
Girls Sport Programs	\$	105,000.00	Winter Track	\$	8,000.00	\$	8,000.00
Insurance	\$	19,522.00	Wrestling	\$	14,000.00	\$	5,000.00
NYSAAA/NJAAA Dues	\$	6,880.00	Volleyball	т.	,000.00	\$	8,000.00
Total	Ψ	258,402.00	Volleyball			Ψ	0,000.00
7 0141		200,102.00					
Expenditure Total	\$	501,779.00	Total	\$	127,000.00	\$	105,000.00
INCOME:							
Section IX Dues \$200.(per varsity team) >	, 07) tooms	¢ 174 400 00				
Section IX Gate Revenue, Spalding Conti			\$ 174,400.00 \$ 279,177.00				
Section IX Gate Revenue, Spalding Confidence Section IX Insurance per school fee \$454			\$ 279,177.00 \$ 19,522.00				
NYSAAA-NIAAA Dues per school \$160. x	43	SCHOOLS	\$ 6,880.00				
Section IX Reserve Account			\$ 21,800.00				
Total Income			\$ 501,779.00				
Section IX		2013-2014	2014-2015	2	2015-2016	3	2016-2017
Dues Charge per varsity team	\$3	315.00 -1.3%	\$250.00 -20%				25.00 0.0%
Insurance Charge per District		454.00 0.0%			54.00 0.0%		54.00 0.0%
NYSAAA-NIAA Dues Charge per District		150.00 0.0%	\$150.00 0.0%				50.00 0.0%

2017-2018

0.0%

0.0%

0.0%

\$225.00

\$454.00

\$150.00

2018-2019

0.0%

\$225.00 0.0%

\$454.00 0.0%

\$150.00

2019-2020

\$225.00 0.0%

\$454.00

\$160.00

0.0%

9.3%

0.0%

0.0%

2020-2021

\$225.00 0.0%

\$454.00

\$160.00

2021-2022

\$200.00 -11.0%

0.0%

0.0%

\$454.00

\$160.00



Executive Committee Meeting – October 21, 2020

Cohort Numbers for NYSPHSAA Classifications

Action Item Discussion Item Informational Item
Presenter: Section III Executive Committee Members
Proposal: Consideration of approval to use the "COHORT" numbers for NYSPHSAA classifications.
Effective Start Date: 2022-2023 School Year
Rationale: Presently "grade level" status is configured differently throughout the state. There is variability in the methods school districts use to determine grade level status. They could be based on the number of credits earned or could simply be based on cohort status. In addition, given the COVID-19 pandemic and the ability of parents to decline the regents examination exemption, students may end up being retained in a grade level, thereby affecting a district's BEDS numbers. Therefore, using the grade level cohort for classification would provide a uniform method of counting students.
Proposal Originated: Section III Athletic Council
Budgetary Impact: None
Notes: The Section III Athletic Council would like action taken immediately.
Attachments:

None



Executive Committee Meeting – October 21, 2020

School of Distinction/Excellence Merged Team Requirement

Action Item Discussion Item Informational Item
Presenter: Section III Concern
Proposal: Consideration of approval to remove the merged team requirement from the School of Distinction and School of Excellence applications.
Effective Start Date: Spring 2021
Rationale: Currently, if schools have merged teams (despite the school being the host or not), those teams must be listed on the application in order to qualify for either SOD/SOE award. For example, if an ice hockey team is merged with another school, ice hockey must have been recognized for a Scholar-Athlete Team Award, despite the number of students from the non-host school. This has negatively impacted some schools from qualifying for both awards.
Proposal Originated: Section III Concern
Budgetary Impact: An increase in the number of School of Distinction glass awards and/or School of Excellence plaques purchased.
Notes: The NYSPHSAA Student-Athlete Development Committee (SADC) discussed this item last year (2019-2020) and did <u>NOT</u> support a change in the requirements.
Attachments: None



Executive Committee Meeting - October 21, 2020

Private Schools within Public School District Boundaries

	Action Item
X	Discussion Item
	Informational Item

Presenter:

Section V Executive Committee Representatives

Proposal:

Consideration of approval to eliminate "or a private school within that district's boundaries" from the NYSPHSAA Transfer Rule. See below.

31.b. A student who transfers without a corresponding change in residence of his/her parents (or other persons with whom the student has resided for at least six months prior) is ineligible to participate at the varsity level in any interscholastic athletic contest in a particular sport for a period of one (1) year if as a 9-12 student participated in that sport during the one (1) year period immediately preceding his/her transfer. A student's period of ineligibility begins with the date of registration at the student's new school. (May 2020) NOTE: Students in grades 7-10, shall be eligible to participate at the sub-varsity level and practice at all levels, while students in grades 11-12 shall be limited to practice (all levels) only. (July 2019). At no time during the one-year period of ineligibility at the varsity level should a student participate in a scrimmage or be an exhibition participant at the varsity level.

Students who transfer from any school to the public-school district of the residence of his/her parents (or other persons whom the student has resided for at least six months) or a private school within that district's boundaries shall receive a waiver from the Transfer Rule. Such a transfer without penalty will only be permitted once in a high school career. Schools must submit the required transfer form to the Section office. Athletes are not permitted to practice before the form has been submitted. Athletes are not permitted to compete without approval. NOTE: A student in a foreign exchange program listed by CSIET has a one-year waiver of the Transfer Rule. If such a student elects to stay a second year he/she becomes a foreign student at the start of the school year with item (b) in effect.

Effective Start Date:

2021-2022 School Year

Rationale:

The verbiage creates an unfair advantage for the private school of transfer and public schools without a private school within their boundaries. All other transfers from a public school district to a private school are subject to the transfer rule in any sport a student participated in for one (1) year. As a result of the current language, students can transfer to a private school within their district's boundaries for athletic purposes for no penalty. This only impacts districts with private school within their boundary and it should be consistent across the state regardless of the location of the private school.

DATE REVISED: September 22, 2020



Executive Committee Meeting – October 21, 2020

Sportsmanship Official's Card – Add "including racial or discriminatory comments or slurs"

Action item
X Discussion Item
Informational Item
Presenter:
Todd Nelson & Kristen Jadin, NYSPHSAA Assistant Directors
Proposal:
·
Consideration of approval to add "including racial or discriminatory comments or slurs" to the Sportsmanship Official's card that is read at the beginning of each NYSPHSAA contest.
The card will read as follows:
"The New York State Public High School Athletic Association requires officials to enforce all sportsmanship rules for athletes and coaches. We will not tolerate negative <u>statements (including racial or discriminatory comments or slurs)</u> or actions between opposing players, especially trash talking, taunting or baiting of opponents. If such comments are heard or actions seen, a penalty will be assessed immediately. We have been instructed not to issue warnings. Let today's contest reflect mutual respect."
Effective Start Date: Spring 2021
Rationale:
n today's climate, it helps to strengthen positive sportsmanship within interscholastic arena.
Proposal Originated: Section VI Concern
Budgetary Impact: NYSPHSAA will order revised sportsmanship cards.
Notes:
The Sportsmanship Committee supported the proposal unanimously at their October 6 th meeting.
Attachments:

DATE REVISED: October 6, 2020



Executive Committee Meeting – October 21, 2020

<u>WRESTLING</u> – Modify the Current Appeal Procedure used for the State Championship (Duals and Individual)

Action Item Discussion Item Informational Item
Presenter: Marty Sherman, NYSPHSAA Wrestling State Coordinator
Proposal: The NYSPHSAA Wrestling Committee is seeking approval to modify the current appeals procedure used in the State Championships (Dual and Individual) with the following changes:
 The Appeals Committee shall be the NYSWOA President, NYSWOA Past President and the NYS Rules Interpreter. The NYSPHSAA Wrestling State Coordinator will oversee the process and participate in the discussion but will not be a voting member. If an appeal is filed at the end of a match, only the offended wrestler must remain on the mat, but the mat official shall instruct the other wrestler to remain in the mat area. The coach will have two minutes to state his/her case however the Appeals Committee may have additional questions for the coach. Waive NFHS rule 3-1-9 to allow the Appeals Committee, at their request only, to review video replay that is supplied only by a NYSPHSAA approved broadcast partner. This would apply only to state semifinals and finals matches only.
Effective Start Date: February 2021
Rationale: The Committee would like to make these changes to improve the current appeals procedure used at the NYSPHSAA Championships (both dual and individual state tournaments).
Proposal Originated: NYSPHSAA Wrestling Committee at their September 30, 2020 meeting. The committee voted 11-0 in favor of this proposal.
Budgetary Impact: None
Attachments:

CAC Feedback:

Other than inquiries about timeline of filing an appeal and a situation where there is bad video, CAC expressed no concerns about this proposal at its October 7^{th} meeting.

DATE REVISED: October 8, 2020



Executive Committee Meeting – February 3, 2021

CLASSIFICATION CUT-OFF NUMBERS: General 2 Divisions

	n Item Ission Item mational Item		
Presenter: Todd Nelson,	NYSPHSAA Assistant Dire	ectors	
Proposal: The NYSPHSA numbers to th	A Executive Committee ine following:	s proposing to change the genera	al 2 division classification cut-off
<u>Class</u>	<u>Cut-Off</u>	# of schools	<u>Percentage</u>
Division 1 Division II	505 – Up 504 – Below	274 523	34.37% 65.62%
Effective Start Fall 2021	t Date:		
breakdown ba 35%/65% bety	sed on the approved Scl veen the divisions with t	presented with information on the nool Enrollment numbers. The Co he rationale of the Division I scho ee current breakdown below).	ommittee has tried to stay within
Proposal Origi NYSPHSAA Exe	inated: ecutive Committee		
Budgetary Imp None	pact:		
Notes: Currer	t breakdown:		
<u>CLASS</u>	CUT-OFF	# OF SCHOOLS	<u>PERCENTAGE</u>
DIVISON I DIVISON II	600 – UP 599 – DOWN	239 558	29.98% 70.01%

DATE REVISED: INSERT DATE HERE (Month, Day, Year)



Executive Committee Meeting – February 3, 2021

CLASSIFICATION CUT-OFF NUMBERS: General 5 Sport

the leaves and the leaves	Item sion Item ational Item		
Presenter:			
	VCDUCAA Assistant Dina		
Todd Nelson, N	YSPHSAA Assistant Direc	ctors	
Proposal: The NYSPHSAA numbers to the		proposing to change the general	5 sport classification cut-off
Class	Cut-Off	# of schools	Percentage
AA	800 – UP	158	19.82%
Α	420 - 799	158	19.82%
В	246 - 419	160	20.07%
C	135 - 245	158	19.82%
D	134 – DOWN	163	20.45%

Effective Start Date:

Fall 2021

Rationale:

Each year the Executive Committee is presented with information on the current Classification breakdown based on the approved School Enrollment numbers. The Committee has tried to stay within 20% for all classes except Class AA which has been lower due to the vast difference from the bottom and the top of the class (see current breakdown below).

Proposal Originated:

NYSPHSAA Executive Committee

Budgetary Impact:

None

Notes: Current breakdown:

CLASS	CUT-OFF	# OF SCHOOLS	PERCENTAGE
AA	965 – UP	103	13.67%
Α	500-964	175	21.95%
В	270-499	170	21.32%
C	150-269	169	21.20%
D	149 - DOWN	180	22.58%

DATE REVISED: INSERT DATE HERE (Month, Day, Year)

SECTION IX
Proposed CLASSIFICATION OF SCHOOLS - BEDS NUMBERS FOR 2021-2022

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	MHighland mer	ΔΑΗighland merged w/ Marlboro for B&G Lacrosse (386 x 30%=	for B&G	Lacro	sse (38	6 x 30%	6=115	115 + 450 = 565)	: 565)			**Pine Plains merged w/ Rhinebeck FB	nergec	w/R	inebe	ck FB				Ī
	~ Moved by Section IX up to B XC	n IX up to B XC	^Mov	ed by	^Moved by Section IX up to	dn XI	to B FB;	A Boy	B FB; A Boys BBSK		*** Inc	*** Includes L. Manor, Roscoe & Downsville (95 + 17 + 14)	scoe 8	No Dow	sville	(95 + 1)	7+14)			T
							2021-2	022 Pi	ropose	d Sport	2021-2022 Proposed Sport Exceptions Classifications	suc								T
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	Girls Volleyball	Football		Bask	etball-S	l-Soccer-B	Basketball-Soccer-Baseball-Softhall	5	Cross Country	ıntıv	Field Hockey	Boys Lacrosse	isi	Girls Lacrosse	el	Spring	Spring Track	의	Ice Hockey	
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Combining of Schools Information Class AA- 100% / Class B - 100% / Class B - 100% / Class C - 40% / Class D - 30%

* Beginning with the 2018-2019 school year: The graduated scale is used for up to 3 "team" mergers and mergers with 4 or more "teams" take 100% of their BEDS; ONLY in team sports. (July 2017)

The percentage is dependent upon the association's "Sport Specific classification cut-off numbers" (July 2018)

Section IX Contest Guidelines Winter 2020 - 2021

In an effort to bring consistency throughout our member districts, Section IX has developed a "Framework for Success" of best practices for interscholastic athletic contests for the winter season of 2020 - 2021.

- 1. The Host School shall abide by the district's building plan for COVID-19 19 screening. Prior to entering the athletic venue, all athletes and support personnel (coaches, administrators, officials) will be subject to additional temperature check by site personnel.
- 2. The Visiting School will provide a roster to the Host School of all in attendance with contact information including current phone and email for purposes of contact tracing. The roster will include a box confirming each individual student has answered the Section IX health screening questionnaire and has been temperature scanned prior to departure from their campus (they will be temperature checked again by the Host School before attending the athletic venue).
- 3. Officials will arrive dressed with their completed printed Section IX health screening form to be handed in upon arrival. They will be subject to temperature scan prior to entering the venue.
- 4. Section IX's Mask Policy is as follows:
 - A. Any Section IX contest played at a member school facility will follow that districts mask policy.
 - B. Any Section IX contest played at a neutral venue will follow the venues mask policy or NYSPHSAA mask policy whichever is more restrictive.
 - C. Sport specific policy: As of right now 11/16/20 only low and moderate risk winter sports are allowed. They include bowling, alpine and nordic skiing, boys swimming, winter track and gymnastics. The only sport specific mask policy is boys swimming which states: Swimmers will not wear a mask from the time they enter the starting block until the race is over and they exit the pool.
 - D. When high risk sports are allowed by the State those sports mask policy will be reviewed, as necessary.
- 5. Sanitizing stations will be placed by entry, exits, benches and bathrooms. Personal Protective Equipment (masks, gloves, etc....) will be made available by the host school.

- 6. Separate entrances and exits will be established (enter one way, exit another).
- 7. In an attempt to keep athletic events up and running, no spectators will be permitted until further notice.
- 8. When the Section determines it is safe to allow spectators, we will follow the guidelines established by the state and department of health. All spectators will be subject to temperature scans and health screening questionnaires will be mandatory of all spectators prior to entrance. Spectators will be seated socially distanced to separate bleachers (home visitors). Family members will be permitted to sit next to each other. Masks will be required.
- 9. Athletes and coaches will arrive with their own water bottles clearly marked by individual names. Home schools will be required to provide water refilling stations. Each team is responsible for one designated person to refill the bottles and sanitize their team's refill station (one person only touching the surface of the refill station).
- 10. Isolation area will be established for anyone developing symptoms during the contest. In the event visiting coaches, athletes or game personnel develop a high temperature of 100 F or greater, that person will be directed to the predetermined isolation area of the home district until a ride home can be secured (parent/ guardian etc....)
- 11.Locker rooms will be used as changing rooms only; teams are encouraged to come dressed for the contest. Personal items will not be stored in the locker rooms. Department of Health capacity guidelines will be followed regarding student use of changing areas. Changing areas will be supervised by visiting team coaches and home personnel.
- 12.All shared equipment and spaces (benches) will be disinfected prior to and between contests.
- 13.Athletes should come taped and prepared. Injury to a visiting athlete is first evaluated by their coach. In consideration of social distancing guidelines, if additional medical care is needed, the coach will step away from the athlete to allow for the athletic trainer, doctor or sight personnel to attend to the athlete.
- 14. Due to current Department of Health recommendations, athletes and coaches must refrain from pre- and post-game hugging, high fives, shaking hands or fist bumps.

Section IX Athletics Participation Screening Form

Athletes, Coaches and all visiting personnel participating in a Section IX Athletic Contest must answer all of the questions below prior to entering the bus and traveling to host school for an athletic contest. Completion of the Section IX Health Participation Screening Form will be documented on a roster checklist and handed to the site coordinator or designee at the host school.

To be read by a coach or designee and answered individually by each person traveling to the contest.

Are you experiencing any of the following symptoms:

Fever above 100F (37.8C), chills, cough, fatigue, shortness of breath, difficulty breathing, muscle or body aches, sore throat, new loss of taste or smell, headache, congestion, nausea, vomiting or diarrhea?

Required Answer Yes or No.

Have you tested positive for COVID-19 in the past 14 days?

Required Answer Yes or No.

Have you been told to quarantine by a medical professional or Department of Health representative in the last 14 days?

Required Answer Yes or No

Have you traveled in the past 14 days to a US State or Country designated as a high risk area by NYS/Federal Government?

Required Answer Yes or No

Has anyone in your home been infected with the Coronavirus within the past 14 days or currently waiting for results from a COVID - 19 Test?

Required Answer Yes or No

If you answered YES to any of the above questions, you are <u>NOT CLEARED</u> to participate or travel for an interscholastic athletic contest.

Student Athlete Name	Health Screen (Mark with X)	Pre Trip Temp Scan (Mark with X)	Site Temperature Scan (Mark with X)	Phone	TE ST
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Date of Contest:_

Level:

Opponent:

School Name

Coach/ Support Personel Name	Health Screen (Mark with X)	Pre Trip Temperature Scan (Mark with X)	Site Temperature Scan (Mark with X)	Phone	TE
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Completed Section IX Roster must be submitted to host school Athletic Director or Designee upon arrival.

^{*} Pre Trip Scan to be completed prior to departure from home campus. Post Trip Temperature Scan will be completed at host school. **Temperature lower than 100 F required for acceptable Temperature Scan.

Section IX Officials Screening Form

Answer all of the questions below prior to entering the school of a Section IX Athletic Event. Completion of the Section IX Health Participation Screening Form must include contact information for contact tracing. All information will be held confidential. *Print all of the requested information*.

Name:	Email:	
Cell Phone:	Event:	
Event Date:	Site:	Level:

Please answer the following questions and submit completed form to Host Athletic Director or Designee.

Are you experiencing any of the following symptoms: Fever above 100F (37.8C), chills, cough, fatigue, shortness of breath, difficulty breathing, muscle or body aches, sore throat, new loss of taste or smell, headache, congestion, nausea, vomiting or diarrhea?

Required Answer Yes or No.

Have you tested positive for COVID-19 in the past 14 days?

Required Answer Yes or No.

<u>Have you been told to quarantine by a medical professional or Department of Health representative in the last 14 days?</u>

Required Answer Yes or No

<u>Have you traveled in the past 14 days to a US State or Country designated as a high risk area by NYS/Federal Government?</u>

Required Answer Yes or No

Has anyone in your home been infected with the Coronavirus within the past 14 days or currently waiting for results from a COVID - 19 Test?

Required Answer Yes or No

If you answered YES to any of the above questions, you are <u>NOT CLEARED</u> to participate or travel for an interscholastic athletic contest.

MULTIMEDIA AND SPONSORSHIP RIGHTS SALES COMMISSION AGREEMENT NYSPHSAA SECTION IX DRAFT

This Multimedia and Sponsorship Rights Sales Commission Agreement (the "Agreement") is entered into as of DATE, by and between Teall Properties Group, LLC, a North Carolina limited liability company having its principal place of business in Winston-Salem, NC ("TPG"), and NYSPHSAA Section IX, a New York not-for-profit corporation having its principal office in Goshen, NY ("Section IX").

1. Multimedia and Sponsorship Rights Granted/Obligations of Both Parties.

- (a) Subject to the other terms and conditions in this Agreement, Section IX grants TPG the right to serve as a non-exclusive outside sales agent for all commercial sponsorship and media rights, including Multimedia and Sponsorship Rights, for all Section IX Post Season Events that are (a) hosted at any Section IX member school venue or (b) that are hosted at an external venue; or any Other Activities or Events that are hosted or sponsored by Section IX. These rights include, but are not limited to all marketing, advertising, multimedia broadcasting, sponsorship sales and business to business sales.
- (b) TPG will review with Section IX all sponsorship categories, prospective sponsors and proposed sponsorship benefits and will not enter into any agreement that Section IX, exercising reasonable judgment, does not approve.
- (C) Section IX shall be responsible for the fulfillment of sponsorship agreements sold by TPG under this Agreement.

2. Term.

The term of this Agreement shall be effective upon execution of this Agreement through June 30, 2021.

3. Compensation.

- (a) Certain Definitions.
 - (I) "Multimedia and Sponsorship Rights" refers to print, media, advertising, game programs, in-game messaging and announcements, videoboards, signage, promotional activities, naming and title rights, radio broadcasting sponsorship rights, television broadcasting sponsorship rights, and any other sponsor-related or promotional rights associated with the Post Season Events or any Other Activities or Events.
 - (II) "Net Profits" is defined as collected cash revenue from Multimedia and Sponsorship Rights agreements generated by TPG, from the exploitation of marketing, advertising, merchandising, multimedia and sponsorship rights less all Expenses incurred relating to the fulfillment of those agreements.
 - (III) "Expenses" means the amount of reasonable and necessary expenses actually incurred by TPG in the fulfillment of Multimedia and Sponsorship Rights agreements.
 - (IV) "Post Season Events" means all interscholastic Section IX playoff, tournament, prechampionship, meet, match and event for all boys and girls athletic activities sanctioned or organized by Section IX and occurring after the conclusion of the regular season.
 - (V) "Other Activities or Events" means any event or activity held at a Section IX school or involving Section IX students that is sanctioned or organized by Section IX during the term of this Agreement.

(b) Revenue Share Payments.

TPG will contract, bill and collect all revenues sold by TPG during the Term and will distribute revenue between Section IX and TPG as follows:

- (I) Section IX will receive 50% and TPG will receive 50% of the Net Profits generated by TPG.
- (II) For any multi-year sponsorships sold by TPG, TPG shall continue to receive 50% of the Net Profits for each year of the Sponsorship Agreement, even if the Agreement between TPG and Section IX has expired or been otherwise terminated.
- (c) No Guaranteed Net Profits.

There shall be no guarantee by TPG that any Net Profits shall be generated to share with Section IX during the term of this Agreement. If there is no Net Profit, there shall be no compensation due by TPG to Section IX.

- 4. Multimedia and Sponsorship Sales Payments.
 - (a) TPG shall remit payment to Section IX on April 1, 2021 (for payments received through February 15, 2021) and any remaining payments are due on June 30, 2021 (for payments received through May 15, 2021). Any additional payments received by TPG after the June 30, 2021 payment will be paid to Section IX within forty-five (45) days of receipt of payment. Payments are based on collected cash only. Should any revenue generated by TPG be remitted directly from the sponsor to Section IX, Section IX shall remit that full amount of revenue immediately upon receipt to TPG.
 - (b) TPG shall, unless otherwise directed in writing by the Section IX, send all payments due Section IX to:

 Section IX

 Attention: Greg Ransom
 P.O. Box 656
 Goshen, NY 10924
 - (c) Section IX shall, unless otherwise directed in writing by TPG, send all payments to Teall Properties Group, LLC

P.O. Box 21528

Winston-Salem, NC 27120

5. Termination.

- (a) Section IX shall have the right to terminate this Agreement at any time in the event:
 - (I) TPG fails to observe the provisions and conditions hereof and such failure or breach is not cured immediately or at least within thirty (30) days after Section IX has given written notice thereof;
 - (II) Proceedings in bankruptcy, receivership, or insolvency, whether voluntary or involuntary, are initiated by or against TPG;
 - (III) TPG ceases to do business, becomes insolvent, makes an assignment for the benefit of creditors, or is legally dissolved.
- (b) TPG shall have the right to terminate this Agreement at any time in the event:
 - (I) Section IX fails to observe the provisions and conditions hereof and such failure or breach is not cured immediately or at least within thirty (30) days after TPG has given written notice thereof;
 - (II) Proceedings in bankruptcy, receivership, or insolvency, whether voluntary or involuntary, are initiated by or against Section IX;
 - (III) Section IX ceases to do business, becomes insolvent, makes an assignment for the benefit of creditors, or is legally dissolved;

(V) Section IX alters the available sponsorship and advertising opportunities, or changes the Post-Season and Other Activities or Events, in a way that materially diminishes or restricts TPG's ability to retain or obtain sponsorships or otherwise exercise its rights under this Agreement.
(C) All rights and obligations of the parties with respect to Post Season Events or Other Activities or Events occurring after such termination will immediately terminate if the Agreement is terminated under this section with the exception of Revenue Share Payments. Any Net Profit generated by TPG prior to

(IV) Section IX ceases to conduct Post-Season Events;

[Signatures Follow]

termination shall be subject to the Revenue Share Payments following termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the day and year first hereinabove written.

NYSPHSAA SECTION IX	
Greg Ransom, Executive Director	_
TEALL PROPERTIES GROUP, LLC	
K. Michael Wolfert, Chief Executive Officer	r