AFFILIATION AGREEMENT BETWEEN NEW JERSEY STATE INTERSCHOLASTIC ATHLETIC ASSOCIATION and

______________ New Jersey Interscholastic Lacrosse Officials’ Association (NJILOA)______________
Officials’ Association

THIS AGREEMENT made this 1st day of July, 2015 by and between the New Jersey State Interscholastic Athletic Association, a voluntary non-profit association of the State of New Jersey, with offices at 1161 Route 130 North, Robbinsville, New Jersey 08691 (hereinafter designated as the “NJSIAA”) and ___ New Jersey Interscholastic Lacrosse Officials’ Association ___ located at __421 Bloomfield Ave., Newark, NJ 07109___________ (hereinafter designated as the “Officials’ Association”).

WITNESSETH:

WHEREAS, the NJSIAA operates as a voluntary non-profit association of public, private and non-public secondary schools throughout New Jersey to advance and regulate the conduct of interscholastic athletic contests among such schools; and

WHEREAS, the Officials’ Association and the NJSIAA are both desirous of assuring the highest quality of officiating interscholastic athletic contests among such schools; and

WHEREAS, the Officials’ Association, on behalf of itself and any constituent Chapters, wishes to be granted authority to have its own members umpire or officiate interscholastic contests in the sport of ___boys’ lacrosse________________________ (hereinafter designated as the “Regulated Sport”) while enhancing the quality of such officiating by appropriate training, evaluation and education and maintaining the highest standards of ethics and sportsmanlike conduct by its members in performing that responsibility; it is therefore mutually AGREED, by and between the parties as follows:

SECTION ONE

APPROVAL OF OFFICIALS’ ASSOCIATION

During the duration of this Agreement, the NJSIAA hereby grants to the Officials’ Association the right to recruit, train and submit for registration, officials for interscholastic contests conducted between NJSIAA member schools in the Regulated Sport.
SECTION TWO

TERM OF AGREEMENT

This Agreement shall be for a period of three (3) years, commencing July 1, 2015 and terminating on June 30, 2018.

SECTION THREE

DUTIES AND OBLIGATIONS OF THE NJSIAA

The NJSIAA will provide the following benefits and services to the Officials’ Association and its member officials:

A. Liability insurance, to the extent and under the terms, offered by the National Federation of Interscholastic Officials Associates (NFIOA). This insurance is currently at the level of $1,000,000 coverage on an occurrence basis. The amount and extent of liability insurance may be modified by NFIOA during the term of this agreement. All Officials’ Associations and their member officials are responsible for acquainting themselves with the terms of the NFIOA policy. Nothing in this Agreement shall be construed as obligating the NJSIAA to provide a defense or indemnification of claims filed against an official.

B. Each Officials’ Association member shall receive rule reviews and updates for their sport.

C. The NJSIAA will prohibit any member school from conducting a varsity interscholastic athletic contest in the Regulated Sport covered by this Agreement, unless officiated by duly registered NJSIAA officials, except for Track Officials in certain meets covered by NJSIAA Rule 19, Section 9.

D. Based upon the submission of a list of approved officials by the Officials’ Association along with the annual dues set forth in Section Seven herein, the NJSIAA will publish an Official Roster each year of all registered officials, who are members of the Officials’ Association. This Roster will be presented in Chapter form where appropriate.

E. The NJSIAA will distribute one copy of the Officials’ roster of NJSIAA registered officials annually to each member school, as well as five (5) copies of such a Roster to each Officials Association.

F. The NJSIAA will supply to each registered official, through the Officials’ Association Secretary, a membership card and rule book.
G. In accordance with Article V, Section 2c of the NJSIAA Constitution, one registered official in the State shall be seated as an ex officio member of the NJSIAA Executive Committee.

SECTION FOUR

DUTIES AND OBLIGATIONS OF THE OFFICIALS’ ASSOCIATION AND ITS MEMBERS

The Officials’ Association will adhere to the following duties and obligations:

A. The Officials’ Association must provide to the NJSIAA, evidence of officiating experience for each of its members, for whom registration is sought, noting league, conference, or levels of a competition and years of service. The NJSIAA reserves the right to deny registration if it determines that sufficient evidence of officiating experience has not been presented or where the officials’ registration had previously been revoked in accordance with NJSIAA Bylaws.

B. The Officials’ Association must provide a list of duly elected officers and its membership to the NJSIAA on an annual basis. That list, along with the dues prescribed in Section Seven herein, must be sent to the NJSIAA by May 15th of each year of the Agreement.

C. The Officials’ Association must provide a copy of its Constitution and Bylaws with the signed Affiliated Agreement. Any changes/modifications to the Chapters’ Constitution and Bylaws must be sent to the NJSIAA by June 30th of the respective year in which the change was made.

D. The Officials’ Association and its members hereby agree to comply with all the provisions of the Constitution, Bylaws, Rules and Regulations of the NJSIAA, as well as decisions of appropriate Committees of the NJSIAA.

E. The Officials’ Association will continue to exercise any and all powers and authority it had prior to the execution of this Agreement, except as expressly modified by the terms of this Agreement.

F. The Officials’ Association, and all of its constituent chapters, agrees not to engage in any collective action to withhold officiating services to NJSIAA member schools, including boycotts, strikes or work stoppages of any kind or for whatever reason.

G. The Officials’ Association shall continue to exercise its responsibility to recruit, train and present to the NJSIAA for registration, officials in the Regulated Sport, adhering to standards established from time to time by the NJSIAA or the National Federation of State High School Associations.
H. Each official who is a member of the Officials’ Association shall wear the prescribed NJSSIAA uniform while officiating at NJSSIAA interscholastic contests. In addition, each official shall wear the uniform mandated by the National Federation of State High School Athletic Associations for the Regulated Sport, and in the absence of such a mandate, the uniform prescribed by the NJSSIAA.

I. The Officials’ Association shall comply with all applicable federal and state laws and regulations in performing its duties specified in this Agreement and the NJSSIAA shall bear no responsibility for the violation of any such law or regulation by the Officials’ Association or by any individual acting on behalf of the Officials’ Association.

SECTION FIVE

CONTROVERSIES AND DISPUTES

A. This Agreement will not in any way impair the present authority of the NJSSIAA to deal with controversies among, or impose discipline or sanctions upon, member schools, coaches, officials or student-athletes.

B. All complaints against officials who are members of the Officials’ Association, including disciplinary matters, shall be handled through the internal processes of the Officials’ Association.

C. Any party to a complaint involving an official who is a member of the Officials’ Association, may appeal to the NJSSIAA by filing an appeal with the Executive Director of the NJSSIAA, pursuant to Article XIII of the NJSSIAA Bylaws. However, no such appeal will be entertained by the NJSSIAA until all internal processes of the Officials’ Association have been fully exhausted by the appellant.

SECTION SIX

FEES AND WORKING CONDITIONS FOR OFFICIALS

A. The Officials’ Association may file protests with the NJSSIAA where NJSSIAA member schools violate their contracts with the Officials’ Association, member officials or constituent chapters, to pay member officials for services rendered, or where NJSSIAA member schools are not providing a safe and healthy working environment for member officials.

B. All fees and other working conditions for officials who are members of the Officials’ Association shall continue to be established by the member schools and/or conferences and leagues, after conferring with the Officials’ Association representatives. The NJSSIAA shall not participate in the establishment of such fees and other working conditions (other than those necessary for providing a safe and healthy working environment), nor will it entertain any disputes concerning the same.
C. Officials contracted to perform services by schools and the NJSIAA function as independent contractors and not as an employee of the school or NJSIAA.

SECTION SEVEN

ANNUAL DUES

In consideration for the benefits provided by this Agreement, all officials who are members of the Officials’ Association must pay an annual fee to the NJSIAA of $50.00 per official, $19.00 per cadet and $15.00 per inactive. These fees are subject to change upon notice to the Officials’ Association, as specified below. Such fees must be payable through the Officials’ Association secretary prior to May 15th of each year of this agreement. Any failure to make such timely payment will prevent such officials from being placed on the Official Roster and from receiving any of the benefits of this Agreement, including the right to officiate at NJSIAA sponsored contests. An application for the registration of an official which is submitted after the above deadlines during any year of this Agreement must be accompanied by a late fee of $10.00, in addition to the annual dues. The NJSIAA must give at least 12 months’ notice to the Officials’ Association before increasing the annual dues.

SECTION EIGHT

COMPLETE AGREEMENT

This Agreement replaces and supersedes any and all previous agreements, written or oral, with respect to the relationship between the Officials’ Association, its member officials and the NJSIAA. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all remaining provisions shall nevertheless remain effective.

SECTION NINE

RESERVATION OF RIGHTS

A. This Agreement and any and all disputes relating thereto shall be construed according to the laws of the State of New Jersey, and where applicable, the terms of the Constitution, Bylaws, Rules and Regulations of the NJSIAA.
B. Either party may terminate the Agreement on June 30, 2016 and June 30, 2017 after giving at least six months written prior notice to the other party. The NJSIAA may terminate this Agreement, without notice, for non-payment of the dues set forth in Section Seven herein.

SECTION TEN

ASSIGNMENT

This Agreement and any rights and obligations hereunder are binding upon any successors of the Officials’ Association and are not assignable by either party without prior written consent of the other party.

FOR THE OFFICIALS’ ASSOCIATION

Dave Frick, President, NJIOA

FOR THE NJSIAA

Steven J. Timko
Executive Director

File: s\tawanda\officials\affiliation agreement