

MAINE PRINCIPALS' ASSOCIATION

OFFICIALS' AGREEMENT

THIS AGREEMENT is made this **18th** day of October **2017**, between the Maine Principals' Association (the "MPA"), having its offices at 50 Industrial Drive, Augusta, Maine and the Basketball Officials' Association (the "Board"), having its offices at 39 Elizabeth Avenue, Bangor, ME 04927

WITNESSETH:

WHEREAS, MPA is an incorporated non-profit association the members of which include high schools in the State of Maine which engage in interscholastic basketball contests (collectively "Member Schools"); and

WHEREAS, the Board is an association of professionally qualified basketball officials located in the State of Maine; and

WHEREAS, MPA wishes to retain the professional services of the qualified members of the Board (collectively, "Member Officials"), on behalf of its Member Schools, and the Member Officials are willing to provide such services;

NOW, THEREFORE, the parties, for their own behalf, and on behalf of the Member Schools and the Member Officials, respectively, hereby agree as follows:

1. Agreements of the Board. The Board hereby agrees to:
 - a. Provide sufficient numbers of Member Officials to officiate for all regular season, regularly scheduled varsity, junior varsity, and freshman interscholastic basketball contests in which a Member School requests officiating services of the Board and for all MPA basketball tournaments when requested by MPA;
 - b. Ensure that each Member Official assigned to events in accordance with the terms of this Agreement have met the standards of the Board and will be a member of the Board in good standing always at which services are provided by such Member Official pursuant to this Agreement;
 - c. Require member officials to perform services hereunder for fees in accordance with this Agreement or set forth in any Addendum hereto;
 - d. Establish a peer review group of Member Officials in order (i) to address grievances (including, without limitation, failures of Member Officials to appear at scheduled games, as well as other forms of misconduct) which have been reported to the Board in writing by the MPA or by the principal of a Member School and (ii) to review from time to time evaluation forms furnished by the Board to the Member Schools and submitted by Member Schools to such group with respect to Member Officials;
 - e. Establish an Ethics Committee to review circumstances that might determine if it is inappropriate for an individual to officiate interscholastic sports. The decision of the ethics committee will be final and will be supported by the MPA as being in the best interests of high school sports.

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- f. Starting on August 1, 2019 each Member Official shall obtain and maintain a Criminal History Record Check (CHRC) approval from the Maine Department of Education. Once the Certification Office receives the criminal history record information and clears the application, a five-year card will be issued.
 - g. Establish a written professional development plan describing annual expectations of member officials regarding knowledge and improvement.
 - h. Provide, no less frequently than annually, to the MPA a roster of its Member Officials, which roster shall contain such information as the MPA may reasonably request, together with a written description of the qualifications imposed upon Member officials by the Board, and to provide to the MPA updates of such materials in writing periodically as necessary to keep such materials current and accurate;
2. Agreements of the MPA. The MPA hereby agrees to:
- a. Provide to the Board a list of the names, addresses, and telephone numbers of representatives of all Member Schools to be contacted relating to the furnishing of officials hereunder (each, a "Contact Person") and to provide to the Board updates of such list in writing periodically as necessary to keep it current and accurate;
 - b. Require member schools to pay member officials fees and travel allowance in accordance with this Agreement. Fees should be received within 30 days following the game. If the fees are not received within 45 days, the official should contact the assigner or board designee who will contact the athletic director. If the fees are not received within 60 days the assigner or board designee should contact the MPA office for further assistance.
 - c. Receive grievances from the Board and Member Schools with respect to the obligations of the Board and the Member Schools under the terms of this Agreement. Grievances will be heard by the appropriate MPA Interscholastic Activity Committee which shall render a decision relative to the grievance. The Board may appeal any decision of an activity committee to the Interscholastic Management Committee. The parties agree and acknowledge that if either the Member School or the Board are dissatisfied with the decision of the Interscholastic Management Committee, the dispute may be submitted to arbitration in accordance with Section 11 of this Agreement provided, however, that said party submits to the MPA a written request for arbitration within ten (10) days of notification of the decision of the Interscholastic Management Committee.
3. Application. This Agreement applies only to regular season contests between Member Schools and post-season Maine Principals' Association tournament

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contests between Member Schools. Additionally, this Agreement applies only to varsity, junior varsity, and freshman contests.

4. Officials' Fees.

- a. The parties hereto agree that Member Officials shall be compensated for services rendered hereunder for regular season and tournament contests in accordance with the schedule of fees and travel allowances set forth in Addendum A attached hereto. The Member School sponsoring the home team in each contest (the "Home School") shall be responsible for payment of the fees and travel allowances of each Member Official performing services at such contest, and payment shall be made directly to each Member Official.
- b. Fees will be suggested (not required) for middle level competition. Middle level schools are encouraged to use Board officials, if available.
- c. It is recommended that the fee for a preseason scrimmage should not exceed the regular season JV fee, no mileage paid.
- d. The home school shall notify the assigner and officials as soon as possible if a contest has been changed, postponed, or cancelled. If the home school fails to notify the assigner and officials in a timely manner and the member official arrives at the game site, the home school shall pay that member official a cancellation fee equal to fifty percent (50%) of the regular game fee, plus applicable travel fee. In the event of inclement weather, each member official shall be obligated to call the assigner or home school contact person prior to departing for the contest. Each Member Official will be paid a full game fee and travel allowances if a contest begins and is terminated for reasonable cause. Each Member Official shall be obligated to contact the Assigner or the Contact Person for the Home School as soon as possible prior to the commencement of any contest to which he/she has been assigned if such Member Official determines that he/she will be unable to officiate the contest.

5. Travel Allowances.

- a. The parties agree that Member Officials shall be compensated for their travel in officiating regular season and tournament contests to which they have been assigned hereunder in accordance with the schedule of fees and travel allowances set forth in Addendum A attached hereto.
- b. If two or more Member Officials who have been assigned to the same event are traveling from the same general geographic area, such Member Officials shall travel together and only one travel fee shall be paid, unless otherwise agreed upon by such Member Officials and the Home School.

6. The Assigner.

- a. The person or persons designated to assign Member Officials to contests pursuant to this Agreement shall be known as the assigner(s). The parties recognize the desirability of utilizing one or more assigners for scheduling contests at the Member Schools.
 - b. The parties hereto acknowledge and agree that the assigner(s) is an independent contractor and not an employee of the MPA, Member Schools/ league/conference or the Board.
 - c. Arrangements for the selection and payment of the assigner(s) shall be made on a regional basis or within interscholastic athletic conferences. The Board of Member Officials **and** the affected Member Schools or league or conference of Member Schools **will collaborate and work jointly** as to the selection and payment of the assigner(s). **The Board of Member Officials and the affected Leagues, Conferences and Member Schools** shall endeavor in good faith to reach agreement on both subjects. If the parties are not able to reach agreement despite good faith negotiations, the Board of Member Officials shall have the right within its sole discretion to make selection of assigner(s) and **negotiate** payment fees for a period not to exceed one year. If the parties are not able to reach agreement despite good faith negotiations in the second year, the member conference/league/schools shall select the assigner(s) **and negotiate payment fees**. This process will alternate annually until there is agreement. **2017-2018** will be considered as year one of this section.
 - d. As a guide to agreements between assigners and schools/leagues/conferences, Appendix "A" to this document is provided as a model and all parties are encouraged to work toward a written agreement for assignor services.
 - e. If a dispute arises between a Member School, league, or conference on the one hand, and the Board or a regional Board of Member Officials on the other hand, regarding the selection or payment of an assigner or regarding some other matter relating to the assigner, the dispute shall in no way permit the Member Schools, the MPA, the Board, the regional Board of the Member Officials, the Member Officials or the assigner to breach, deviate from, or fail to perform under the terms of this Agreement.
7. Addenda. Any addendum to this Agreement shall be effective only if signed by each of the parties hereto and designated on its face as an addendum to this Agreement.
8. Insurance. The parties further agree and acknowledge that neither the MPA nor any of the Member Schools will provide any form of insurance for Member Officials.

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9. Uniforms and Equipment. Member Officials shall be responsible for providing their own uniforms and equipment, including protective gear, required relating to the provision of services hereunder, which uniforms and equipment shall follow standards or regulations established by the Board.
10. Independent Contractor Status. The parties hereto agree and acknowledge that the Member Officials are skilled individuals who are contracting to provide officiating services to the MPA and the Member Schools for regular season and tournament games. The parties hereto further agree and acknowledge that the Member Officials are independent contractors and not employees of the MPA, the Member Schools, the Board or the regional board.
11. Arbitration. The parties hereto agree and acknowledge that any dispute arising under this contract or related to the provision of or failure to provide officiating services for the MPA or the Member Schools shall be submitted to arbitration for final and binding resolution.

The Arbitration Panel shall be composed of three neutral members; one neutral arbitrator shall be chosen by the MPA, one neutral arbitrator shall be chosen by the Board, and the two chosen by the parties will appoint a third neutral arbitrator. The parties agree and acknowledge that the Commercial Arbitration Rules of the American Arbitration Association in effect at the time of the hearing will govern the proceedings before the arbitrators. In the event the arbitrators chosen by the parties cannot agree on the choice of a panel within 15 days, either side will have the right to request the American Arbitration Association to appoint a third neutral arbitrator in accordance with the applicable rules of the American Arbitration Association.

All decisions of this arbitration panel shall be final and binding on the parties. The arbitrators have jurisdiction to determine whether there is a breach of this Agreement and if so, enter any order which may be appropriate under the circumstances. However, the arbitrators shall not have jurisdiction to award money damages or any other relief involving a monetary payment. Any decision or finding by the arbitrators shall not have any res judicata or collateral estoppel effect in any judicial proceeding in which the MPA, the Member Schools, the Board, or the Member Officials seek any monetary award arising out of or in anyway related to this Agreement.

The parties agree that the costs of any arbitration under this provision shall be borne equally by the parties, with the MPA paying fifty percent (50%) of the costs and the Board paying fifty percent (50%) of the costs. However, the parties further agree and acknowledge that the fees of the arbitrators shall be borne equally by the parties provided that each party has approved in advance of the commencement of the arbitration proceedings the fee charged by the neutral arbitrator who is selected by the other party. If the fee is not approved by the other party in advance of the commencement of the arbitration proceedings, the party who selected the arbitrator whose fee is in dispute shall pay that portion of the fee which exceeds the rate of compensation for arbitrators which is set by the American Arbitration Association and the parties shall share equally in the remaining portion of the fee said arbitrator. The decision of the arbitrators shall be binding upon the parties and shall be enforceable in the courts of the State of Maine.

12. Term; Termination. The term of this Agreement shall be four (4) school years, commencing with the 2017-2018 school year. This Agreement may be terminated by either party if the other party breaches any of the terms and conditions of this Agreement and said breach has not either been remedied within ten (10) days after receipt by the party alleged to be in breach of this Agreement of written notice thereof from the other party or the dispute has not been timely submitted to arbitration, as outlined below. In the event that the party alleged to be in breach of this Agreement maintains that it is not in breach of the terms and conditions of this Agreement and/or believes that good cause exists for its breach of the terms and conditions of this Agreement, said party may submit the issue of the breach and/or the termination of the Agreement to arbitration in accordance with Section 11 of this Agreement by serving upon the other party a written request for arbitration within ten (10) days of receipt of the written notification of the alleged breach.
13. Notice. All notices to be given to the parties hereunder shall be sent first class mail to the addresses first set forth above.
14. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine.
15. Severability. Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by, unenforceable, or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition, unenforceability, or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
16. Amendment. This Agreement may not be altered or amended except by an agreement in writing, signed by the parties hereto.

ADDENDUM A
BASKETBALL

1. The MPA mileage rate shall be **\$.44/mile** for the first 125 miles; half that rate for mileage more than 125 miles. Notwithstanding the above, there shall be no travel reimbursement if total round-trip mileage is ten (10) miles or less.
2. The MPA mileage rate will be reviewed on August 15 of each year. It will be based on the state mileage rate as of January 15 of the same calendar year.
3. If after the second year (**2018-19**) the cost of living index increase exceeds 7% in any one year, the MPA agrees to open discussion relative only to basic fees.
4. If a three-official regular season team is used for the varsity game, the game fee shall be eighty-five (85) percent of the regular season two-person varsity fee to be apportioned as directed by the Board.
5. MPA tournament fees for three-person officiating at regional games shall be 125% of the three-person regular season fee. MPA tournament fees for three-person officiating at state championship games shall be 150% of the three-person regular season fee. Mileage allowance for all tournament games will be at the MPA mileage rate.
6. JV and Freshman games shall be seventy (70) percent of the varsity fee. The suggested middle level fee should not exceed 60% of the Varsity Fee.
7. As a show of good faith, the alternating process for selecting the assigner as described in the last four sentences of section 6C of the contract be set aside and the selection of the assigner be by agreement of the applicable IAABO Board and the leagues or conferences that Board services. The Board shall direct the assigner in his/her duties, exhibiting a willingness to respond to input and concerns from schools, leagues and conferences.

FEES

The basic fee shall be the product of the basic fee factor multiplied by the sum of the time, responsibility, and physical activity factors (rounded up to the nearest \$.50).

Responsibility Factor 9.75 Time 7.5 Physical Activity 10 Total 27.25

<u>Year</u>	<u>Basic Fee Factor</u>	<u>Two-person Varsity Fee</u>	<u>Three-person Varsity Fee</u>	<u>JV/Frosh Fee</u>
2017-2018	2.70	74.00	63.00	52.00
2018-2019	2.75	75.00	64.00	52.50
2019-2020	2.81	76.50	65.00	54.00
2020-2021	2.85	78.00	66.50	55.00

Note: The number of officials assigned to tournament games shall be a decision of the Basketball Committee.

MAINE PRINCIPALS' ASSOCIATION

By _____ (for MPA) Date _____

Its Assistant Executive Director

BASKETBALL OFFICIALS' ASSOCIATION

By _____ (for Officials) Date _____

Its _____