

MEMORANDUM OF UNDERSTANDING

BETWEEN

NATIONAL JUNIOR COLLEGE ATHLETIC ASSOCIATION

REGION XV

AND

ALL SPORTS ASSIGNING PROFESSIONALS

This MEMORANDUM OF UNDERSTANDING (MOD) is entered into this \_\_\_\_ day of MAY 2008, by and between The ALL SPORTS ASSIGNING PROFESSIONALS (hereinafter referred to as ASAP), and the NATIONAL JUNIOR COLLEGE ATHLETIC ASSOCIATION REGION XV (hereinafter referred to as NJCAA REGION XV).

This (MOD) shall establish the terms and conditions under which ASAP shall be compensated for the assigning of game officials and their compensation from the member institutions of the NJCAA REGION XV for the following sports:

VOLLEYBALL  
MEN'S AND WOMEN'S SOCCER  
MEN'S AND WOMEN'S BASKETBALL  
SOFTBALL  
BASEBALL

NOW THEREFORE, it is hereby agreed between the parties as follows:

1. This agreement shall be in effect from June 1, 2008 through May 31, 2113.
2. The ASAP agrees to cooperate with the NJCAA REGION XV to maintain a competent staff of officials for all intercollegiate games assigned.
3. The ASAP shall recruit and train annually with the cooperation of the NJCAA REGION XV new officials to maintain an eligibility list of officials for each sport to be assigned games for it's member institutions.
4. The ASAP shall determine based on ratings/game evaluations/observations and availability those officials no longer to be placed on an eligibility list for game assignments. OFFICIALS shall agree to hold the ASAP directors, officers, agents and members, as well as, the NJCAA REGION XV directors, officers, agents and members harmless from seeking recourse to this exclusion of an eligibility list. Further, OFFICIALS are not guaranteed game assignments while on an eligibility list.

Pg. 2 (MOD – ASAP/NJCAA REGION XV)

5. The ASAP shall with the cooperation of the NJCAA REGION XV have the right for just cause to suspend or remove an official from a season's eligibility list and to rescind all further assignments during said season.
6. In rating officials, the following rating scale shall apply, 5-Excellent, 4-Good, 3-Average, 2-Fair, 1-Poor. Coaches will use the same rating scale for each individual game evaluation rating and for the overall end of season rating for all officials assigned during that season.
7. The ASAP shall comply fully with the NJCAA REGION XV officials assignor job description found in this MEMORANDUM OF UNDERSTANDING as (Attachment A).
8. The ASAP shall be compensated for its services for the duration of this five (5) year agreement found in this MEMORANDUM OF UNDERSTANDING as (Attachment B).
9. OFFICIALS as assigned by the ASAP shall be compensated for their services for the five (5) years found in this MEMORANDUM OF UNDERSTANDING as (Attachment C).
10. OFFICIALS, by accepting assignments made by the ASAP, confirm that they are physically fit to officiate and also accept the responsibility to obtain disability/medical and hospitalization insurance covering themselves for any and all claims that might incur as a result of an injury or illness sustained in officiating games assigned under this agreement. Each official, shall upon request, submit proof of such insurance to the ASAP and/or NJCAA REGION XV.
11. OFFICIALS, by accepting assignments made by the ASAP, agree to hold the ASAP, its directors, officers, agents and members and the NJCAA REGION XV directors, officers, agents and members harmless from any claims made for injury/illness if he/she fails to obtain or maintain such insurance during the term of this agreement.
12. OFFICIALS, by accepting assignments made by the ASAP, agree to hold the ASAP, its directors, officers, agents and members and the NJCAA REGION XV directors, officers, agents and members harmless for any claims by third parties for any act of omission(s) by said official in the performance of his/her responsibilities during the term of this agreement.
13. This MEMORANDUM OF UNDERSTANDING shall remain in effect for the five (5) years as stated above unless either party shall serve notice, in writing, at least (60) days prior to any such termination date, of a desire for termination of, or for modification of this agreement. It is mutually agreed should either party desire termination or modification that the ASAP and the NJCAA REGION XV shall immediately confer and negotiate with reference to a new or modified agreement.

14. Should any part of this MEMORANDUM OF UNDERSTANDING be declared to be unlawful, invalid, ineffective or unenforceable, said part should not affect the validity and enforceability of any other parts of this agreement, which shall continue in full force and effect.

This MEMORANDUM OF UNDERSTANDING is approved and accepted by the ASAP and the NJCAA REGION XV by the undersigned representatives. Both parties to this MEMORANDUM OF UNDERSTANDING represent that the terms of this agreement have been presented to and approved by their respective memberships.

Date: \_\_\_\_\_

\_\_\_\_\_  
Robert Dranoff  
Director, Men’s Athletics  
NJCAA REGION XV

Date: \_\_\_\_\_

\_\_\_\_\_  
Donna Genova  
Director, Women’s Athletics  
NJCAA REGION XV

Date: \_\_\_\_\_

\_\_\_\_\_  
John Dooley  
General Partner ASAP

Date: \_\_\_\_\_

\_\_\_\_\_  
Jack Sweeney  
General Partner ASAP

## ATTACHMENT A (MOD – ASAP/NJCAA REGION XV)

### REGION XV ASSIGNORS OF OFFICIALS JOB DESCRIPTION

- A. Assign officials for all Region xv contests, including regular and all post season contests.
- B. Coordinate officials for any Regional, District or National Tournament hosted by a Region XV member.
- C. Conduct preseason interpretation meetings with officials and coaches in all sports.
- D. Serve as clearing house for information pertaining to protests.
- E. Serve as an ex-officio member of the Region XV Standard & Ethics Committee.
- F. Work with host sites to coordinate Region XV Championship events.
- G. Attend all seeding meetings and serve as an ex-officio member of all Region XV sport committees.
- H. Attend all meetings of Region XV Athletic Directors.
- I. Maintain regular system of communication between membership and league office regarding all issues associated with assignments of officials, payment to officials etc.
- J. Maintain a system for the evaluation of officials in all sports.
- K. Work with coaches committees to coordinate and implement Region XV All Star contests.
- L. Assume other duties requested by the Regional Executive Committee.
- M. Be in contact with the National Tournament Director for possible assignment of Region XV officials to NJCAA National Tournaments.
- N. In the sport of men's and women's soccer, provide to the Regional Directors, Sports Chair and Service Bureau Director a weekly tally of yellow and red cards during the season.
- O. Provide to the Regional Directors and Chair, Standards and Ethics necessary reports and documentation from officials regarding incidents and ejections.

ATTACHEMNT B (MOD – ASAP/NJCAA REGION XV)

SCHEDULE OF COMPENSATION ALL SPORTS ASSIGNING PROFESSIONALS

YEAR	08-09	09-10	10-11	11-12	12-13
ADMIN/ASSIGN ANNUAL FEE	320	340	360	380	400
VOLLEYBALL	310	310	320	320	330
W/SOCCER *	300	300	300	300	300
M/SOCCER	310	320	330	340	350
W/BASKETBALL	310	310	320	320	330
M/BASKETBALL	310	320	330	340	350
SOFTBALL	310	310	320	320	330
BASEBALL	310	320	330	340	350

- ASSIGNMENT FEE WILL BE REVIEWED IN THE EVENT MORE TEAMS PARTICIPATE

ATTACHMENT C ( MOD – ASAP/NJCAA REGION XV)

SPORT	08-09	09-10	10-11	11-12	12-13
VB DUAL	115	120	125	130	130
DBL DUAL	190	195	200	205	205
TRI	225	230	235	240	240
W/SOCCER	145	150	155	160	160
M/SOCCER					
REF	170	175	180	185	185
2 AR'S @	120	125	130	135	135
W/BASKETBALL					
2 @	125	130	135	140	140
M/BASKETBALL					
3 @	125	130	135	140	140
SOFTBALL					
SINGLE	110	115	120	125	125
DOUBLE	190	195	200	205	205
BASEBALL					
SINGLE	125	130	135	140	140
DOUBLE	200	205	210	215	215
TRAVEL FEE (OVER 50 MILES)	20	20	25	25	25

CANCELLATION POLICY

WEATHER RELATED/ACT OF GOD – 2 HOUR NOTIFICATION REQUIRED. FULL GAME FEE PLUS TRAVEL IF NOTED ON INVOICE IF OFFICIAL IS IN ROUTE OR ON SITE.

ADMINISTRATIVE CANCELLATIONS – 24 HOUR NOTIFICATION REQUIRED. HALF (½) GAME FEE FOR LATE NOTIFICATION. FULL GAME FEE PLUS TRAVEL IF ON INVOICE IF OFFICIAL IS IN ROUTE OR ON SITE.

LATE START POLICY

OFFICIALS WILL BE REQUIRED TO STAY AT LEAST 20 MINUTES BEYOND THE POSTED GAME TIME IF EITHER TEAM IS LATE ARRIVING AND “NO” CALL IS MADE TO THE HOST INSTITUTION.

OFFICIALS WILL BE REQUIRED TO STAY AT LEAST 40 MINUTES BEYOND THE POSTED GAME TIME IF NOTIFICATION IS MADE TO THE HOST INSTITUTION OF THE LATE BUT PENDING ARRIVAL OF A MEMBER INSTITUTION.

UPON ARRIVAL THE LATE ARRIVING TEAM MUST BE READY TO PARTICIPATE NO LATER THAN 60 MINUTES BEYOND THE ORIGINAL GAME TIME.