



NEW ENGLAND COLLEGE OFFICIATING LLC

2023 – 2024

NEW ENGLAND COLLEGE OFFICIATING LLC MEN'S BASKETBALL OFFICIATING AGREEMENT

This 2023 – 2024 New England College Officiating LLC Men's Basketball Officiating Agreement (hereinafter, the "Agreement") is made as of the date indicated at the bottom of this Agreement and is between the **NEW ENGLAND COLLEGE OFFICIATING LLC** and the **OFFICIAL**, whose signature is at the bottom of this contract.

- A. **NEW ENGLAND COLLEGE OFFICIATING LLC** is a not-for-profit, voluntary association that coordinates and assigns the services of NCAA qualified officials for officiating NCAA Division III, Region XXI Junior Colleges, New England Prep School Men's Basketball games between universities ("Members").
- B. The **OFFICIAL** is a qualified NCAA Men's basketball referee, knowledgeable in all applicable basketball game rules and desires to offer service as an independent contractor to officiate certain Men's basketball games for the 2023-2024 season.
- C. Conference **Members** referred to in this agreement are the members of The Commonwealth Coast Conference, Great Northeast Athletic Conference, The Little EAST Conference, Massachusetts State Collegiate Athletic Conference, North Atlantic Conference, New England Collegiate Conference, New England Small College Athletic Conference, New England Women's & Men's Athletic Conference, NJCAA Region XXI, Brandeis University, Fisher College, Brewster Academy, New Hampton School, and South Kent School.

NOW THEREFORE, in consideration of the mutual promises set forth in the Agreement, **NEW ENGLAND COLLEGE OFFICIATING LLC** and the **OFFICIAL** agree as follows:

1. **Term**

The term of this Agreement is for the 2023 – 2024 NCAA Division III Men's basketball season only. The **OFFICIAL** acknowledges that this Agreement contains all the agreements and understandings between the **OFFICIAL** and **NEW ENGLAND COLLEGE OFFICIATING LLC** and that any officiating services subsequent to the term of this Agreement shall be set forth in a future agreement between the parties. The **OFFICIAL** understands that there is no assurance or implication that a future agreement will be offered by **NEW ENGLAND COLLEGE OFFICIATING LLC**, and that **NEW ENGLAND COLLEGE OFFICIATING LLC**, through **LAWRENCE N. LAST** (hereinafter, the "**Coordinator/Assigner**"), reserves the right, in its sole discretion, with or without cause, not to offer the **OFFICIAL** a future agreement subsequent to the terms of this Agreement.

2. **Independent Contractor Status**

The **OFFICIAL** agrees that his/her legal status under this Agreement, and in performing this service for **NEW ENGLAND COLLEGE OFFICIATING LLC** and the **Members** of the Commonwealth Coast Conference, Great Northeast Athletic Conference, The Little East Conference, Massachusetts State Collegiate Athletic Conference, North Atlantic Conference, New England Collegiate Conference, New England Small College Athletic Conference, New England Women's and Men's Athletic Conference, Brandeis University, Fisher College,, and the NJCAA Region XXI (collectively, the "Conferences") (which includes travel to and from game sites), is that of an independent contractor and under no circumstances shall the **OFFICIAL** be deemed an employee of, or have any rights as an employee of **NEW ENGLAND COLLEGE OFFICIATING LLC**, the **Coordinator/Assigner** or any of the **Members** of the aforementioned Conferences.

As an independent contractor, the **OFFICIAL** shall:

- i. Obtain for his/her own benefit disability, medical, hospitalization and liability insurance for any and all claims he might incur in performing officiating services under this Agreement and in travel to and from game sites and shall submit proof of such insurance to **NEW ENGLAND COLLEGE OFFICIATING LLC** upon request; and
- ii. Shall hold harmless **NEW ENGLAND COLLEGE OFFICIATING LLC**, the **Coordinator/Assigner** and the **Members** for which he assigns from any and all liability for injury, including sickness related to COVID-19, damage or loss sustained as a result of his/her actions (or inactions) in the performance of any services under this Agreement, including without limitation, all claims for medical expenses incurred, and for failure by him/her to obtain or maintain insurance required hereunder during the term of this Agreement.
- iii. The Official recognizes that member institutions have adopted "COVID-19 safety and risk management policies, procedures, protocols and guidelines for their premises and/or events. Official represents and warrants to the Member institutions that he/she shall cooperate with the COVID-19 Protocols, including without limitation vaccination disclosure and other obligations deemed necessary by the **Member** institutions served. Official acknowledges that protocols and best practices for prevention and management of COVID-19 protocols are rapidly evolving. Accordingly, Official understands that COVID-19 Protocols remain subject to change as determined by the **Member** institutions. **Official** agrees to comply with the COVID-19 Protocols determined by the **Member** institutions, as the same may be amended, replaced, or otherwise modified during the Term.
- iv. The **Official** voluntarily and knowingly assumes the risks that **Official** (and/or his/her contacts) may be exposed to or infected by COVID-19 by the **Officials** participation as a service-provider for any Game, including travel to and from any Game and engaging in any related preparatory or connected activities, and agree that officiating basketball games presents a risk of infection with the novel CORONA-19 VIRUS and agrees to accept the risks and agrees not to assert a claim or suit against **New England College Officiating LLC, its Coordinator/Assigner** of officiating and schools serviced by **New England College Officiating LLC** in the event that you (and/or his/her contacts) become infected with COVID-19.

3. **General Staffing**

All regular season home games involving the **Members** will be officiated by **NEW ENGLAND COLLEGE OFFICIATING LLC** selected **OFFICIALS**, namely those who are parties to officiating agreements with **NEW ENGLAND COLLEGE OFFICIATING LLC** for the 2023 - 2024 Men's basketball season.

4. **Assignments**

- i. Any assignment shall be subject to cancellation by the **Coordinator/Assigner** due to scheduling changes and, in addition, the **Coordinator/Assigner**, in his sole discretion, may cancel any assignment deemed to be in the best interests of the aforementioned **Members** for which he assigns. All assignments shall be considered binding agreements upon acceptance by the **OFFICIAL** at the Arbiter Sports assigning website.
- ii. The **OFFICIAL** shall register as a member of the NCAA Men's basketball officiating website (www.refquest.com), complete both the online pre-season officiating clinic, the pre-season officiating exam with a passing grade of 85, complete the background check consent information and attend a mandatory/required regional preseason meeting conducted by the **Coordinator/Assigner**. Failure in either regard may result in the termination of this Agreement and the cancellation of all assignments.

5. **Assigning Fee**

The **Official** agrees to pay a nonrefundable fee of *****\$90.00, payable upon receipt of Contract. This fee must be received by the **Coordinator/Assigner** by ***** **Friday, September 1, 2023**. The **Coordinator/Assigner**, at his sole discretion, may cancel any games assigned to the **OFFICIAL** if the Contract and assigning fee is not received by **September 1, 2023**.

6. **Compensation for Services**

Each **OFFICIAL** shall receive game fees specific to each Conference for regular season contests. The 2023 - 2024 game fees shall be \$220/\$210/\$200 plus travel that exceeds 75 miles one way. For exhibition and scrimmage contests, each **OFFICIAL** shall receive a flat fee of \$80 (no mileage or per diem permitted). The game fees shall be paid to the **OFFICIAL** by each school (herein, "**Members**") where the contest was played or through ArbiterPay/RefPay.

7. **Fitness and Rule Application**

The **OFFICIAL** shall maintain an appropriate level of physical fitness; exhibit a comprehensive knowledge of the NCAA Men's Basketball rulebook, annual points of emphasis, and NCAA mechanics manual all to the reasonable satisfaction of the **Coordinator/Assigner**. Failure in any regard to meet these standards shall entitle **NEW ENGLAND COLLEGE OFFICIATING LLC**, by the **Coordinator/Assigner**, in his sole discretion, to terminate this Agreement.

8. **Professionalism and Integrity**

The **OFFICIAL** shall follow the guidelines of professionalism set forth by the NCAA and by the **Coordinator/Assigner** through in-person meetings and/or memorandum communication throughout the period of this Agreement. It is expected that the **OFFICIAL** will refrain from any activity, direct or indirect, associated with sports wagering involving not only the Conferences, but also any NCAA sanctioned sport. The **OFFICIAL** will also refrain from public comments regarding game situations, beyond the application of a basketball rule, to any outlets, including social media platforms, other than the aforementioned Conference representatives. Failure to comply with any of the

above shall entitle **NEW ENGLAND COLLEGE OFFICIATING LLC**, by the **Coordinator/Assigner**, in his sole discretion, to terminate this Agreement.

9. **Right of Termination**

If at any time during the term of this Agreement the **OFFICIAL** is unable, for whatever reason, to perform fully all the requirements of this Agreement, **NEW ENGLAND COLLEGE OFFICIATING LLC**, by the **Coordinator/Assigner**, in his sole discretion, may terminate this Agreement and any assignments made to the **OFFICIAL** and, thereafter, **NEW ENGLAND COLLEGE OFFICIATING LLC** and the **Coordinator/Assigner** shall have no further obligation to the **OFFICIAL**.

10. **Miscellaneous**

The laws of the Commonwealth of Massachusetts shall govern this Agreement and failure by **NEW ENGLAND COLLEGE OFFICIATING LLC** in any instance to insist on strict performance of the terms of this Agreement shall not be construed as a waiver by **NEW ENGLAND COLLEGE OFFICAITING LLC** of any of its rights under this Agreement.

IN WITNESS WHEREOF, **NEW ENGLAND COLLEGE OFFICIATING LLC** and the **OFFICIAL** cause this Agreement to be executed and delivered on the date(s) indicated:

NEW ENGLAND COLLEGE OFFICIATING LLC

Signature: *Lawrence N. Last*
Lawrence N. Last

Dated: _____
September 1, 2023

OFFICIAL Print Name: _____

Signature: _____

Dated: _____