

OFFICIATING AGREEMENT BETWEEN THE NCWLO AND INDIVIDUAL LACROSSE OFFICIAL

This Agreement is entered by the NorCal Women's Lacrosse Officials ("the NCWLO"), and the registered official ("the Official"), to establish the rights and obligations of the parties with regard to the officiating of girls' and women's lacrosse games in Northern California for the 2023 calendar year.

A. The NCWLO is a California not-for-profit corporation and is the currently recognized US Lacrosse organization for girls/women's lacrosse officials in Northern California. The NCWLO is the organization of lacrosse officials that trains, educates, and assigns and provides officials for girls interscholastic and women's post-collegiate club lacrosse games in Northern California. In connection with assigning game officials, the NCWLO acts as agent for the officials, receiving payment from various organizations (including leagues, schools, clubs, and private lacrosse organizations) for contracted officiating services and paying the game and travel fees (when applicable) to the officials.

B. The Official is an individual who desires to officiate girls/women's lacrosse games for which game officials are assigned by the NCWLO.

C. The NCWLO does not and shall not discriminate on the basis of race, color, creed, religion, religious belief, gender/gender expression, sexual orientation, military status, age, disability, marital status or national origin or ancestry.

Article 1 - Duties & Responsibilities of the NCWLO

1. Training. The NCWLO shall provide classroom, on-line and on field training clinics appropriate to the level of the games to which the Official shall be assigned.

a. The NCWLO shall, via email and posting on the NCWLO website, on the website used for assigning officials to games, and on any other websites deemed appropriate by the NCWLO, provide public notice of all such training clinics, and shall, via email assign the Official to specific training clinics. Such postings and emailed notices shall be made sufficiently before the scheduled dates for the clinics to allow the Official to be reasonably prepared to attend them.

b. The number and types of clinics which the Official must attend, and their dates and locations may vary over time, as determined by the NCWLO.

c. The NCWLO shall provide properly trained and equipped trainers or clinicians for all training clinics that it conducts.

d. The NCWLO shall test the Official before the start of each regular season, by administering written tests and on-field performance evaluations to ensure that the Official meets minimum requirements before he or she receives regular season game assignments.

2. Game Supervision. The NCWLO shall designate one official on every game to be the “Lead official.” The Lead official is the leader of the other game officials during the officiating of regularly scheduled lacrosse games.

3. Game Assignments. The NCWLO shall at all times have at least one assignor who is duly charged with assigning officials to all games. Said assignor is required to assign officials to games based on the Official’s level of training and experience.

4. Payment and Professionalism. The NCWLO shall arrange for the payment of game fees and travel fees to the Official as listed in Exhibit 1. If the Official does not receive payment for any game for which he or she should have been paid, the NCWLO shall use its best efforts to obtain timely payment for the official for all regular season games to which he or she is assigned, and for all non-regular season games for which officials are to be paid.

5. Incident Investigations and Sanctions. The NCWLO shall investigate all reports of misconduct by players, coaches, fans and officials, to the extent that such investigations are consistent with the NCWLO’s contractual obligations to the leagues, teams or other game promoters for which it assigns and supplies game officials. The NCWLO shall have the right to sanction the Official if its investigation, or if a league’s investigation shows such sanctions to be appropriate.

Article 2 - Duties and Responsibilities of the Official

1. Training. The Official shall attend and fully participate in all training clinics to which the Official is assigned by the NCWLO.

a. The Official shall obtain any required training materials in advance of any clinic to which the Official is assigned in sufficient time to familiarize him or herself with the materials before attending the clinic.

b. The Official acknowledges and agrees that the Official will not receive game assignments unless and until he or she has satisfactorily completed all training required by the NCWLO for the season during which the Official wants to receive game assignments.

c. The Official acknowledges and agrees that he or she will not receive game assignments unless and until he or she has satisfactorily passed all written and on field performance tests administered by the NCWLO or by US Lacrosse, for the season during which the Official wants to receive game assignments.

2. Supervision. The Official shall obey all reasonable instructions received from the lead official in connection with the officiating of any lacrosse game.

3. Game Assignments. The Official shall strive to make him or herself available as much as is reasonably possible for the purpose of accepting all game assignments received from the assignor. The Official shall not decline or turn back game assignments without having good cause for doing so.

4. Access, use and prohibition of officials' contact information in Arbiter – Game assignments are made in Arbiter. The Official shall use Arbiter to access game assignments, set blocks and report game conditions as needed. The Official may access and use the contact information for fellow officials assigned to the same game. The list of officials in the Arbiter for the NCWLO is proprietary, as such, the Official is prohibited from downloading the names and contact information for fellow officials without written authorization from the President of the NCWLO. Further, the OFFICIAL may not use the names and contact information for any official listed in the NCWLO Arbiter account for personal use or the assigning of any of those officials without written authorization from the President of the NCWLO.

5. Payment and Professionalism. The Official acknowledges that, as he or she is being paid to officiate lacrosse games, he or she is, literally, a “professional,” and shall conduct him or herself as a professional at all times in connection with the officiating of lacrosse games.

a. Conducting oneself as a “professional” shall include, but not be limited to: (1) Arriving for all games to which he or she is assigned at least 25 minutes before game start time; (2) Wearing the US Lacrosse Approved Uniform for officials proper full uniform for the game when they arrive at the field; (3) Avoid accepting games where a personal connection exists with a school; (4) Be consistent and impartial in making calls; (5) Be professional in both attitude and action toward the other officials, coaches and players; (6) Being fully conversant with the rules that will be in effect for the game being officiated; (7) Not consuming any alcoholic beverage or drug other than as prescribed by the Official's duly authorized medical care giver during the day of, and before a game assignment. (8) Abide by the US LACROSSE WOMEN'S OFFICIALS MANUAL - CODE OF CONDUCT

b. The Official shall be compensated for all services rendered pursuant to the then existing pay rates for the leagues, conferences, and other entities for whom the NCWLO provides officials. If the NCWLO receives payments on behalf of the Official, it shall, within a reasonable time after receiving the payment, make arrangements so that the Official can receive the amount due to him or her.

c. The Official must provide to Arbiter Pay, when establishing or updating their account, their social security number before or upon accepting their first game assignment for the calendar year.

d. The Official understands, acknowledges, and agrees, that the assignor will reduce the fee due to the official if they are late in proportion to the percent of the total game time missed. As an example, if the rate for each official is \$50/game and one official misses the entire first half then the “on-time” official will receive \$75 for that game and the late official \$25.

e. The Official understands, acknowledges, and agrees, that the assignor will reduce the fee due to the official by ½ the game fee if the official does not wear the US Lacrosse Uniform and have all mandatory accessories as listed in the USAL Women's Game Policies and Procedures manual.

6. Independent Contractor. Official and NCWLO understand, acknowledge, and agree, that Official is an INDEPENDENT CONTRACTOR, and is not an agent or employee of the NCWLO, or of any school, league, conference, or agency for which officiating services are provided by the NCWLO, and is not subject to the control of NCWLO, except as herein stated.

a. The Official understands that NCWLO has no Worker's Compensation Insurance, Unemployment Insurance for Officials performing services as an Independent Contractor.

b. The Official shall be paid his/her fees without any withholding or contributions for taxes, social security, unemployment, disability insurance, employee benefits, or contributions or any other governmental taxes, fees or assessments, except as may be required by court order, lien or a writ of attachment.

c. The Official has the choice whether to accept or decline any assignments offered by NCWLO. Official agrees to accept or decline those offered assignments (on www.arbitersports.com) in a timely manner. The Official may decline a game assignment after he or she has accepted it by notifying the NCWLO Assignor (or his or her delegate) 72 hours in advance of the game's start time.

Further, NCWLO customers may require proof that officials who will be assigned to games have received the required doses of COVID-19 vaccine to be considered fully vaccinated. If any of NCWLO customers, such as, but not limited to, school districts, youth leagues, tournaments, etc., adopt this requirement policy in 2021/2022, then the Official will need to provide proof of COVID-19 vaccination (e.g. copy of the filled out vaccination card) to the NCWLO Health Monitor (healthmonitor@ncwlo.org) before the NCWLO will assign the Official to those games.

Proof of vaccination will be due at or before the time of assignment and will follow the 3 day turn back policy already established in arbiter. If the Official has not already submitted their vaccination card to the NCWLO Health Monitor they will have 3 days to submit their card or will be unassigned. Once submitted, NCWLO will keep the vaccination record on file.

The Official will be informed of a customer's vaccine request on an ongoing basis via arbiter. The Official will have the ability to block those games in their arbiter account. A list of games that require vaccination can be found under forms in arbiter sports.

d. The Official can provide officiating services to other organizations, leagues, and sports, at his/her discretion.

e. The Official controls the manner and means of providing the services under this Agreement and must use his/her discretion and judgment with respect to his/her officiating services.

f. The Official will provide all equipment, supplies and other materials that he/she may use in performing the services under this Agreement.

7. Membership in USAL & NCWLO. Official understands and agrees that in order to be offered game assignments he or she must be a member in good standing of the NCWLO and of US Lacrosse and must have paid all required dues to USAL and NCWLO.

8. Background checks. Official, over the age of 18, understands and agrees that in order to receive game assignments he/she must pay for, complete and pass a background check as specified by the NCWLO.

9. Incident Investigations and Sanctions. The Official shall reasonably cooperate with all investigations of game incidents conducted by the NCWLO, and with all investigations of game incidents conducted by a league for which the NCWLO provides game officials, if so instructed by the leaders of the NCWLO.

10. Waiver of Claims Against NCWLO. Official hereby waives any claims against the NCWLO for the manner in which the Official is ranked as a member of the NCWLO and for the number, order and location of the game assignments made by the NCWLO's Assignor.

Article 3 - Termination

1. The Official or NCWLO may terminate this Agreement without cause upon 7 calendar days' written notice. In the event of termination pursuant to this clause, the NCWLO shall pay the Official any fees then due and payable for any Services completed, up to and including the date of such termination.

2. The Official or NCWLO may terminate this Agreement, effective immediately upon written notice, if the other party breaches this Agreement.

Article 4 - Miscellaneous

1. All written notice pursuant to this Agreement must be made by the Official via email to the President of the NCWLO at president@ncwlo.org or by NCWLO to the Official using the Official's email on file with the title "NOTICE". Notice is effective when sent via email if the party giving the Notice has complied with the requirements of this Section.

2. This Agreement may be executed in multiple counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

Exhibit 1

For any games assigned by the NCWLO the officials will be able to see the pay rate and mileage in arbiter sports before being required to accept or decline the game assignment. Mileage and pay rates fluctuate depending on the level of play, game times, distance from your home residence, the type of customer and rules of play.

Tolls paid in travelling to and from some games game are reimbursable upon approval by the Assignor.

Should you have questions about an assignments pay rate please email the NCWLO assignor that assigned you the game.