

AGREEMENT  
2007-2111

This agreement is entered into this 23rd day of February, 2007, by and between the COLLEGIATE BASKETBALL OFFICIALS ASSOCIATION, INC. (hereinafter referred to as "CBOA"), an organized composed of collegiate basketball officials, and the EASTERN COLLEGE ATHLETIC CONFERENCE MEN'S BASKETBALL BUREAU (hereinafter referred to as "ECACMBOB" or "ECAC"), an organization of four-year collegiate institutions sponsoring the sport of intercollegiate basketball.

This Agreement shall establish the terms and conditions under which all CBOA basketball officials shall be assigned games by ECACMBOB at its member institutions.

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

1. This agreement shall be in effect from April 15, 2007 through April 14, 2112.
2. CBOA agrees to cooperate with the ECACMBOB to maintain a staff of officials for servicing intercollegiate games.
3. The ECACMBOB shall maintain a list of officials to be assigned games at its member institutions (hereinafter referred to as the "Eligibility List"). This Eligibility List shall consist of two (2) categories to be designated "Varsity Officials" and "Associate Officials". The Eligibility List shall be mutually established by July 15 of each year and a copy of the list shall be furnished to CBOA as soon as possible.
4. Each year, in advance of the season, ECAC and CBOA shall determine the total number of new officials needed to officiate games during the season. All officials shall be recruited by CBOA; any inquiries to ECAC shall be referred to CBOA. New officials shall be placed on the Associate list unless CBOA and ECAC jointly agree that a particular official is qualified for the Varsity List, in which case said officials may be placed directly on the Varsity List. CBOA agrees to recruit officials on a non-discriminatory basis and recruitment and referral shall not be based on, or in any way affected by, membership in CBOA, or compliance with by-laws, regulations, constitutional provisions, or any other aspect of membership in CBOA, except as outlined in this Agreement.
5. At the end of each season, a rating shall be compiled for each official on the Varsity List by ECAC in accordance with the following formula:

- a.) Coaches ratings- 300 pts (30% of the total)
  - b.) Fellow Officials ratings- 250 pts (25% of the total)
  - c.) Coordinators rating- 450 pts (45% of the total)
- Clinic attendance and test are part of the above, penalties for either.

The information for subpart 5.b above shall be submitted by CBOA prior to May 1<sup>st</sup>. ECAC will process all ratings by their computer system, resulting in final ratings, a copy of which shall be furnished to CBOA no later than June 1<sup>st</sup> of each year under this agreement.

In computing final ratings, a one-year average will be computed.

In rating officials, the following rating scale shall apply 10-9-Superior, 8-7-Good, 6-5-Average, 4-3-Unsatisfactory, 2-1- Inferior. Coaches will use the same rating scale.

Coach's ratings will consist of an average of all the game rating submitted online, faxed or mailed to ECACMBOB.

Fellow varsity officials' ratings shall be limited to those varsity officials with whom that official has worked ECAC assignments that season. Varsity officials on the basis of actual observation may rate associate officials.

Associate ratings will consist of the following: Coordinators-50%, fellow officials-50%. Phase out Associate officials within 3 yrs, subject to individual area, that means that for the first three years new Varsity officials will have to work Associate games along with some Varsity games, and are protected for 3 yrs. Existing Associate officials in areas where Associates are phased out, are protected for 2 years.

The following factors shall be taken into account in establishing ratings under subpart (a) (b) and (c) above:

- |  |                      |
|--|----------------------|
| Physical condition                     | Mental alertness     |
| Personal appearance                    | Poise                |
| Personal conduct                       | Judgement            |
| Mechanics                              | Intestinal fortitude |
| Knowledge and enforcement of the rules |                      |

The following factors will also be taken into account by ECACMBOB under subpart (c) above:

- (a) Availability as reflected in open dates submitted
- (b) Acceptance of initial assignments and subsequent substitute assignments
- (c) Turnbacks
- (d) General cooperation

6. At the end of each basketball season, ECAC may drop, demote, or promote officials as follows:

#### Dropping from the Associate List

ECAC may drop a number of the lowest rated Associate Officials, in areas where Associate Officials exist, in the order of their ratings (as determined under paragraph 5 of this agreement) in each geographical area equal to 20% of Associate Officials in that area. Officials who have not been Associate Officials at the end of the third year may not be dropped under this provision. No Associate official may be dropped without being observed at least once.

#### Demotion from Varsity to Associate List

ECAC may drop a number of the lowest rated Varsity Officials in the order of their ratings (as determined under paragraph 5 of this agreement) to Associate status in each geographical area equal to 20 % (exclusive of retirements, voluntary quits, etc) of the total number of Varsity Officials in that area. Varsity Officials may be dropped at the end of the third year under this provision. No Varsity official may be dropped without being observed at least once

#### Promotion from Associate to Varsity

The highest rated Associate Officials in the order of ratings (as determined under paragraph 5 of this Agreement may be promoted by the ECACMBOB to the Varsity list according to need. Associate Officials may be promoted based upon one-year ratings. Drops, demotions and promotions, as determined by this article, when by joint agreement of ECACMBOB and CBOA representatives, such movements are deemed to be in the best interests of both parties.

For the purpose of this paragraph, the following geographical areas shall be used:

Harrisburg	Western Mass	Philadelphia
Pittsburgh	Eastern Mass	Baltimore-Wash.
Lehigh-Scranton	Maine	Albany
Metro New Jersey	New Hampshire	North Country
Metro New York	Rhode Island	Syracuse
Connecticut	Vermont	Buff-Rochester

7. The ECACMBOB shall have the right for good cause to suspend or remove an official from the Eligibility List and to rescind all further assignments to such official as of the effective date of such suspension or removal. Before doing so, the ECACMBOB shall notify the CBOA Executive Secretary at least twenty-four hours in advance to discuss the matter. If the CBOA does not agree with the ECACMBOB's decision, it shall have the right to resort to the grievance procedure established in this Agreement.

8. All officials placed on the Eligibility List each season under this Agreement shall, upon the expiration of thirty (30) days following their placement on this List, and as a condition of remaining on the List, become members of CBOA and shall maintain their membership in CBOA during the term of this Agreement as a continuing condition of remaining on the Eligibility List. The CBOA shall notify the ECACMBOB within (45) days of its receipt of the Eligibility List of those officials who have failed to become members of the CBOA and those officials shall be removed from the Eligibility List and their current season's assignments rescinded.

9. Each CBOA member, by accepting assignments made by the ECACMBOB, confirms that he is physically fit to officiate collegiate basketball games. Each official also accepts the responsibility to obtain disability, medical and hospitalization insurance covering himself for any and all claims he might incur as a result of any injury or illness he might sustain in officiating games under this Agreement. Each official, shall upon request, submit proof of such insurance to the ECAC Commissioner upon request.

Any officials who do not make the above certifications, or submit proof thereof where required, shall be ineligible to officiate during that year's basketball season and ECACMBOB shall rescind the official's ECACMBOB assignments.

Further, each official agrees to hold ECACMBOB, its directors, officers, agents, members, and CBOA its directors, officers, agents, and members harmless from any claims from such items if he fails to obtain or maintain such insurance during the term of this Agreement. Further, each official also agrees to hold ECACMBOB, its directors, officers, agents, members, and CBOA, its directors, officers, agents, and members harmless from any claims by third parties for any acts or omissions of said official in the performance of his responsibilities under this Agreement signed by him at the time he receives his assignments.

10. By the execution of this Agreement by ECACMBOB, each ECACMBOB member institution whose games are serviced hereunder agrees to pay for the official's services in accordance with the schedule of fees to be agreed upon by the parties during each year of this Agreement. See Attachment "A"

11. CBOA and ECACMBOB, having reviewed the costs and expenses associated with the assignment process; do hereby agree that said costs and expenses shall be shared in the following manner:

a. Each official on the Eligibility List for each season shall share in said costs and expenses in an amount and in the manner indicated by the Schedule of Payments attached hereto and designated Attachment "B". All payments shall be made to the ECAC office by November 15<sup>th</sup> of each year, based on the # of initial assignments received by October 15th), Should any official fail to submit his payment by the prescribed contract submission deadline each year under this Agreement, he shall be removed from the Eligibility List and shall be ineligible for ECACMBOB assignments for that season.

b. ECACMBOB shall be responsible for all-remaining costs and expenses.

12. When an official does not work an ECACMBOB assigned game due to a college postponement or changing the schedule date, the ECACMBOB will make every effort to give the official a replacement game.

13. No official shall work any officiating assignment other than that assigned to him by ECACMBOB on the day of such assignment.

14. To be eligible for such assignments, all officials shall be required to submit their availability card listing their open dates to the ECACMBOB OFFICE no later than May 15 and to keep open all of such dates so listed during the period May 15 to October 15 in each of this Agreement.

15. Game assignments shall be made only to officials on the Eligibility List, except in those cases where no official on the List is available in the geographical area of a particular game. The specific assignments an official receives shall primarily be based upon: (1) the official's overall rating as determined under paragraph 5 of this Agreement; (2) any geographical restraints placed upon ECACMBOB by its member colleges; (3) the relative experience of an official based upon years of service and competitive level of previous assignments. In addition, where applicable, ECACMBOB may consider demonstrated ability not reflected in the years of experience or overall rating as an official and patterns of progression or regression in the official's overall rating.

a. Missed assignments: at the discretion of ECAC, due to extenuating circumstances, an official may be excused. If not excused the following are the penalties

1. -First time- fine a full game fee
2. -Second time-pull schedule

b. Post-game snow in

1. Official shall submit per diem request for reimbursement to ECACMBOB
2. ECACMBOB shall determine validity and notify all parties.

c. Any official may apply for inactive status for a period of one year by submitting a request, in writing, to the CBOA and ECACMBOB. Such request shall include substantiation, i.e. disability, injury, personal reasons, etc. Requests for inactive status will be granted for a period of one year with out prejudice and without penalty so long as the official is not active at any other level of competition, which would be in conflict with the intent of this provision. Inactive status for a period of more than one year may be granted by the CBOA and ECACMBOB; however, ECACMBOB shall have no obligation to reinstate the requesting official, upon his return to active status, to his last active ranking for the purpose of game assignments, neither in level nor in number.

16. The ECACMBOB and CBOA recognize that the ECACMBOB Executive Director and/or Supervisor shall have the exclusive and final authority to make and/or rescind assignments for all ECACMBOB games subject to the grievance procedure contained in this Agreement.

17. Any and all disputes under this Agreement shall be resolved in accordance with the following grievance procedure:

a. The aggrieved official, or a CBOA representative on his behalf, shall submit his grievance, in writing, to the CBOA Secretary;

b. If the grievance is believed by the CBOA to have merit, it will be forwarded, in writing, to the ECACMBOB Supervisor (with a copy to the ECACMBOB Executive Director) if it relates to assignments or the ECACMBOB Executive Director if it relates to any other matter.

c. The ECACMBOB person must reply to CBOA in writing, as soon as practical but in no event later than 10 days after receipt of the grievance;

d. If the ECACMBOB's reply is not considered adequate, the CBOA may, within 10 days after receipt of the ECACMBOB reply, request an appeal to an arbitration panel consisting of the following:

One person designated by the CBOA; one person designated by the ECACMBOB; and a third person whom the two designees shall choose, or failing agreement, a third person who shall be chosen in accordance with the procedures of the American Arbitration Association.

e. The decision of the arbitration panel shall be final and binding upon CBOA, all officials, and the ECACMBOB and its members; however, such decision shall be subject to judicial review by a court of competent jurisdiction; but only CBOA or ECACMBOB may seek such review. The costs of the arbitrator shall be borne equally by both parties.

18. This Agreement shall be in effect from April 15, 2007 to and including April 14, 2112, and thereafter from year to year 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, the Agreement. Should either party desire termination or modification, it is agreed that CBOA and ECACMBOB shall immediately confer and negotiate with reference to a new or modified agreement.

19. Should any part of this Agreement 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.

20. All considered changes including but not limited to fees, policies, procedures, etc shall be communicated in advance between the ECAC and the CBOA Executive Board for review, discussion and mutual approval before the distribution to the CBOA general membership

21. AFFILIATIONS: ECAC/CBOA officials are expected to be honest and forthright in notifying the ECAC of any potential conflict of interest affiliation the official may have with a college or university at which the official may be assigned to officiate a game. A conflict of interest affiliation is generally defined but not limited to the following:

- a. Official is a graduate of the institution.
- b. Official is currently or was formerly employed by the institution.
- c. A member of the official's immediate family is employed full-time at the institution.
- d. Official or immediate family member is currently enrolled as a student at the institution.

Violation of the above will result in the loss of one or more games.

## 22. MEMORANDUM OF UNDERSTANDING

1. ECACMBOB and CBOA shall exchange mutual information, the year end ratings accumulated by each group from its members. These rating shall be exchanged for information only: shall consist of statistics, devoid of names.

2. That ECACMBOB furnish to the Executive Secretary of CBOA, all rating lists prior to June 1<sup>st</sup> each year.

3. That ECACMBOB to the best of their ability furnish to the Executive Secretary of CBOA, the ECACMBOB Clinic dates, prior to August 1<sup>st</sup> each year.

4. If a game starts more than one hour after the announced time, the official shall receive the game fee plus a late fee of \$30.00. This would not apply when there is a game scheduled prior, which goes into overtime.

5. If a school changes an assignment from three officials to two officials, the dropped official shall receive a game fee, if he does not receive a replacement assignment.

6. When officials are scheduled for an afternoon game and the game is switched to a night game, the officials will be paid an extra ½ game fee unless notified one week in advance of said contest.
7. When an official leaves their geographical area for a game, they shall be paid mileage and per diem if applicable. (Tournament play only)
8. When officials show up for a game and it was cancelled and they were not notified, they will receive full game fee plus travel, if the fault was the schools. They will receive ½ game fee plus travel if the fault was ECAC'S.
9. All scrimmages are to be given to ECAC for assignment by October 25, the fee will be \$150 split among the crew. Any scrimmage received after October 25 will require full game fees for all three officials.
10. Exhibition games where fans are present and admission is charged are considered by the NCAA to be regular games and therefore require full game fees for the three officials.

23. FEES- (Assessment)

Assignments	07-08	08-09	09-10	10-11	11-12
1-3	\$40	\$40	\$45	\$45	\$45
4-9	\$95	\$95	\$100	\$100	\$100
10-15	\$125	\$125	\$130	\$130	\$130
16-up	\$160	\$160	\$165	\$165	\$165

Associates pay no assessment the first year, as they have to pay a \$75 registration fee, the average assignment is 2 games if that. After the first year, the Associate assessment will remain at \$25 per year.

24. GAME FEES

	07-08	08-09	09-10	10-11	11-12
DIV-II + M (3-Man)	160	165	170	175	180
DIV-II Flat	190	195	200	205	210
DIV-III + M (3Man)	130	135	140	145	150
DIV-III +M (2-Man)	170	175	180	185	190

DIV II Schools must declare which fee schedule they will use for the year, mileage or flat.

Associate (Div I-3-person)	100	105	110	115	120
(Div I-2-person)	125	130	135	140	150
Associate (Div II & III-3-person)	90	95	100	105	110
(Div II & III-2person	115	120	125	130	135

MILEAGE SCHEDULE

0-49	\$0
50-74	\$25
75-99	\$35
100-149	\$45
150-199	\$55
200+	\$65

Met New York tolls remain the same.

Alleghany Mt Conference and the NAC will receive a \$5 raise for each year of the contract, from the current levels.

Region 21-\$110 (3-person), \$130 (2-person) 2007-08 only

Region 19-\$115 (3-person) 07-08, 08-09, \$120 (3person) 09-10

25. This agreement shall not be binding upon the ECAC unless and until it is duly executed by the ECAC Commissioner.

EASTERN COLLEGE ATHLETIC CONFERENCE

By: \_\_\_\_\_

Title: \_\_\_\_\_

COLLEGIATE BASKETBALL OFFICIALS ASSOCIATION

By: \_\_\_\_\_

Title: \_\_\_\_\_