

MEMBER SCHOOLS OF THE
NEVADA INTERSCHOLASTIC ACTIVITIES ASSOCIATION (NIAA)
AND
NIAA SANCTIONED OFFICIALS ASSOCIATIONS AGREEMENT
(As amended June 17, 2010)

THIS AGREEMENT is entered into as of this 1st day of July 2010, between the NEVADA INTERSCHOLASTIC ACTIVITIES ASSOCIATION (the "NIAA"), the MEMBER SCHOOLS (hereinafter referred to as the MEMBER SCHOOLS) of the NIAA, and the NIAA SANCTIONED OFFICIALS ASSOCIATIONS, serving as independent contractors, hereinafter referred to as the "ASSOCIATIONS."

WHEREAS, the MEMBER SCHOOLS of the NIAA conduct and sponsor certain interscholastic athletic activities pursuant to the regulation of the NIAA; and

WHEREAS, the MEMBER SCHOOLS are divided or classified by CLASS, commonly referred to as 1A, 2A, 3A and 4A or by other CLASSIFICATION by NIAA regulation for purposes of creating fair, impartial and competitive interscholastic competition; and

WHEREAS, the NIAA by regulation recognizes certain groups of athletic officials associations who provide trained and certified game officials for the conduct of interscholastic sports contests and events: and

WHEREAS, the parties desire to set forth the relationship of the parties for the purpose of maintaining and providing qualified sports game officials for each interscholastic activity.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein contained, the parties hereto agreed as follows:

1.0 ENGAGEMENT OF OFFICIALS: The ASSOCIATIONS agree to provide game officials and auxiliary personnel holding state, and local certification as required by the NIAA to officiate at regularly scheduled athletic contests in connection with the MEMBER SCHOOLS' school athletic programs conducted at the various MEMBER SCHOOLS facilities in accordance with the time, date and place set by the MEMBER SCHOOLS. Schedules of the contests are to be furnished to the ASSOCIATIONS no later than sixty (60) days prior to the commencement of the activities official start date, as provided by the NIAA ACTIVITIES SCHEDULE.

1.1 Unless otherwise authorized by NIAA regulation or the NIAA Sanctioned Officials Associations Constitution, the Member Schools shall only contract with and utilize the services of an NIAA Sanctioned Officials Association authorized by the NIAA for all levels of the sport and the geographic area where the contest occurs.

1.2 Unless specifically authorized by the NIAA, the MEMBER SCHOOLS shall utilize the number of game officials at the game fee rate and mileage allowance specified in this agreement and shall make no other financial arrangements with any officials association or individual game official.

1.3 This Agreement shall be binding upon any Officials Association which becomes sanctioned by the NIAA after the effective date and all NIAA Sanctioned Officials Associations shall be bound by these terms.

2.0 TERM: This agreement shall be effective as of July 1, 2010, for a two-year period and shall continue on an automatically renewable year to year basis from July 1, 2012. In the event that notice of termination is not given in any year term, then the agreement shall automatically renew for the next term commencing on July 1 of that year.

2.1 TERMINATION: This agreement may be terminated upon no less than 12 months notice from the NIAA, an entire Classification as defined by the NIAA or by a majority of the NIAA Sanctioned Officials Associations then subject to or a party to this agreement. Such termination shall be effective on the June 30 of the year which is no less than 12 months after the delivery of the notice of termination. Additionally, this Agreement may terminate upon the mutual written agreement of all the parties.

3.0 COMPENSATION: The MEMBER SCHOOLS agree to pay ASSOCIATIONS' officials in accordance with the Pay Rate Schedule set forth in Exhibit "A" attached hereto and incorporated by reference herein. The NIAA, representing all the MEMBER SCHOOLS, will furnish the Officials Pay Schedule set forth in Exhibit "A" to the ASSOCIATIONS prior to commencement of the individual season.

3.1 Payment Arrangements: It is agreed and understood that each school district / school shall be responsible for appropriate payment to the ASSOCIATIONS' officials in a timely manner. Payment must be made in the following manner as prearranged:

3.1a District / School Pre-Payment: The ASSOCIATIONS shall provide the district / school with a total activity season billing thirty (30) days prior to the start of that activity season, as defined above. School districts / schools shall pre-pay the ASSOCIATIONS within thirty (30) days of receipt of the pre-season billing.

3.1b Payment Reconciliation: The ASSOCIATIONS shall, within thirty (30) days, at the conclusion of the individual activity season, make any appropriate adjustments, and/or reimbursements to the individual districts / schools.

3.1c Alternatively, one or more individual MEMBER SCHOOLS or their school districts may agree with one or more NIAA Sanctioned Officials Associations to pay game officials on site for each contest or in such other manner which is mutually agreeable to the individual school or school district and officials association.

3.2 Activity Cancellation: It is agreed by the parties hereto that if an activity is cancelled on the day of a scheduled event and the ASSOCIATIONS' officials have traveled to work said contest, they shall be reimbursed for their mileage and compensated for one (1) scheduled game fee.

The MEMBER SCHOOLS shall make every effort to contact and inform assigned officials of any late, unforeseen cancellation. The home school shall have the responsibility of contacting the ASSOCIATION commissioner / assignor, and/or assigned officials of said cancellation. Likewise, the ASSOCIATIONS' officials are equally responsible for contacting home schools that may be experiencing inclement weather.

3.3 Compensation Index: It is agreed that the ASSOCIATIONS' officials shall receive a yearly percentage increase based on the increases but not decreases paid state workers the previous fiscal year. Such percentage increases shall NOT exceed five percent (5%) for any fiscal year.

New salary schedules shall be rounded to the nearest quarter (.25 cents) dollar based on the percent of the index base increase.

3.3a The parties shall make every effort to accommodate the fiscal concerns of the MEMBER SCHOOLS and may agree to suspend, delay or forgive any annual increase in compensation or part thereof.

3.4 Fees for Post-Season NIAA Tournaments: Individual sports, such as, wrestling, will have an individual addendum (fee form) provided by the NIAA office with the individual tournament fee structures indicated and determined by the aforementioned compensation index. The NIAA shall set the amount of game fee and travel allowance paid to all game officials for post-season tournament assignments. Nothing contained herein shall prohibit the individual Officials Association from compensating its members with a per diem or other compensation for being assigned to a state tournament game or series of games.

3.5 The MEMBER SCHOOLS or their school districts agree to pay to the NIAA SANCTIONED OFFICIALS ASSOCIATIONS a mutually agreed upon administrative fee, as set forth in Schedule B.

4.0 MILEAGE: The mileage reimbursement paid to drivers will be based on the State Mileage Index (50 cents for 2010) and shall increase / decrease commensurate with changes in the State Mileage Index. Riders' reimbursement rate shall be increased at the same percentage rate as increases in drivers' rate with the 2010 rate starting at 18.5 cents per mile. See Exhibit C (Mileage Chart attached hereto and incorporated by reference herein). ASSOCIATIONS will make every effort to limit, if possible, multiple drivers.

5.0 NUMBER OF ASSIGNED OFFICIALS: The number of officials assigned per contest shall remain as per the 2009-2010 status quo as determined by the classification of the home team. There shall be no increase in the number of normally assigned officials as directed by the terms of this AGREEMENT. Any increase in the agreed number of officials assigned by the ASSOCIATION to officiate the MEMBER SCHOOLS contests MUST be negotiated independently by the individual ASSOCIATIONS and the MEMBER SCHOOLS.

5.1 Program of Improvement and Evaluation: The ASSOCIATIONS shall establish a program of improvement and evaluation and make said system available to the LEAGUE / CLASSIFICATION presidents upon request.

6.0 **ACTIVITY SCHEDULES:** The MEMBER SCHOOLS have the responsibility to provide to the ASSOCIATIONS finalized activity schedules for the entire season sixty (60) days prior to the start of the individual activity season as defined above. Further it is agreed that the member schools shall notify the ASSOCIATIONS of an approved individual schedule change on or before fourteen (14) days prior to the scheduled contest. Member schools NOT following these mandates shall be assessed a One-Hundred Dollar (\$100) penalty.

6.1 Problems associated with the Activity Schedules 6.0 shall be reported to the League Presidents or their designee and the NIAA Executive Director.

7.0 **MODIFICATION / AMENDMENT:** This agreement may not be modified or amended except by a writing executed by ALL parties. This Agreement supersedes all prior understandings or signed agreements between parties.

8.0 **INDEPENDENT CONTRACTOR:** It is understood and agreed that the OFFICIALS, as represented by the ASSOCIATIONS, are considered to be independent contractors and neither the officials nor their ASSOCIATIONS are to be considered employees of the NIAA, the LEAGUES / CLASSIFICATIONS, and/or the MEMBER SCHOOLS. No party shall have the authority to act on behalf of the other or to incur obligations on behalf of the other.

Officials of the ASSOCIATIONS agree in this respect that there shall be no:

- a. Withholding of income tax by the MEMBER SCHOOLS;
- b. Participation or contributions by either the independent contractor or the MEMBER SCHOOLS to the Public Employees Retirement System (PERS);
- c. Accumulation of vacation leave or sick leave; and
- d. Unemployment compensation coverage.
- e. Workers' Compensation Insurance coverage.

8.1 Nothing herein shall create or be deemed to be an employment relationship between the parties or create a joint venture, partnership or other business association by or between the parties hereto.

9.0 **INDEMNIFICATION:** The parties hereto agree that each shall indemnify, defend and hold the other harmless from and against any and all claims, demands, actions, suits, judgments, losses, damages, costs or expenses incurred as a result of personal injury, property damage, civil penalties or fines proximately caused, in whole or in part, by the acts or omissions of the negligent party or its authorized subcontractors, employees or agents in conducting its activities under this Agreement.

10.0 **APPLICABLE LAW AND VENUE:** This Agreement, and each and every term and provision set forth herein, shall be construed in accordance with the laws of the State of Nevada as they exist from time to time. The parties agree that should a dispute arise under the terms of this Agreement that the state district court for the county in which the association's principal place of business is located shall be the proper venue for resolving such dispute.

11.0 ATTORNEY'S FEES: Should any party to this Agreement bring an action to enforce the Agreement, the prevailing party to such litigation shall be entitled to recover its costs and reasonable attorney's fees incurred in the action.

LEAGUE PRESIDENTS:

CLASS 1A

BY _____
(David Vick, President)

CLASS 2A

BY _____
(Bill Darrow, President)

CLASS 3A

BY _____
(David Wilson, President)

CLASS 4A

BY _____
(Pamela Sloan, CCSD Dir. Of Athletics)

BY _____
(Ron McNutt, 4A Northern Region
Commissioner)

**NIAA (NEVADA
INTERSCHOLASTIC ACTIVITIES
ASSOCIATION)**

BY _____
(Eddie Bonine, Executive Director)

BY _____
(Ray Mathis, President)

ASSOCIATION PRESIDENTS:

SNOA (Southern Nevada Officials Association)

BY _____
(Vince Kristosik, President)

**NENOA (Northeastern Nevada Officials
Association)**

BY _____
(Bill Webb, President)

**NNBUA (Northern Nevada Baseball Umpires
Association)**

BY _____
(Don Marchand, NNBUA President)

**NNBOA (Northern Nevada Basketball Officials
Association)**

BY _____
Tony Richert, NNBOA President)

**NNFOA (Northern Nevada Football Officials
Association)**

BY _____
(Tony Kiriluk, NNFOA President)

**NSSRA (Northern Sierra Soccer Referees
Association)**

BY _____
(Grant Fleming, NSSRA President)

**NNSUA (Northern Nevada Softball Umpires
Association)**

BY _____
(Mike Evans, NNSUA President)

**NNOA SWIMMING (Northern Nevada
Swimming & Diving Officials Association)**

BY _____
(George Burke, NNOA Swimming President)

**NNVOA (Northern Nevada Volleyball Officials
Association)**

BY _____
(Carrie Fry, NNVOA President)

**NNWOA (Northern Nevada Wrestling Officials
Association)**

BY _____
(Mike Sheets, NNWOA President)

Revised 6/17/2010

EXHIBIT A

Game Fee Schedule

SCHEDULE B

ADMINISTRATIVE FEES

The following administrative fees are currently in effect as of the 2010-2011 school year:

Southern Nevada Officials Association:

4% of all game fees paid by the Member Schools or their school districts for all regular season contests, subject to timely payment.

An additional 10% of all game fees related to regular or pre-season tournaments

All Officials Associations within the Northern Nevada region (being the NNBUA, NNBOA, NNOFA, NSSRA, NNSUA, NNOA Swimming, NNVOA, and NNWOA):

\$25 per team per school per sport (meaning that the Freshman, Junior Varsity and Varsity teams of a school in a particular sport constitute 3 teams), subject to timely payment.

These administrative fees are subject to change by mutual agreement of the individual officials associations and the Member Schools and/or school districts within the geographic region serviced by that or those officials associations.

Any officials association which becomes a signatory to or subject to this agreement after its effective date shall negotiate and agree with the Member Schools and/or school districts with the geographic region serviced by that officials association for an administrative fee which is the same as the administrative fee then agreed upon by the existing officials association or associations providing services to the Member Schools within the same or substantially similar geographic territory for the sport or sports involved.

EXHIBIT C

MILEAGE REIMBURSEMENT CHARTS

[Northern Nevada]
[Northeastern Nevada]
[Southern Nevada]