

2022 and 2023 MHSLSA and MLOA AGREEMENT

This Agreement, effective as of March _____, 2022, is by and between the Montana High School Lacrosse Association (the "MHSLSA") and the Montana Lacrosse Officials Association (the "MLOA") for the 2022 and 2023 seasons.

Recitals:

1. MHSLSA is a Montana non-profit organization whose mission is to coordinate and facilitate activities related to youth and high school lacrosse in Montana; to promote and facilitate a safe environment for youth to play lacrosse; to promote the growth of the sport; and to honor the game by instilling the values of scholastic achievement, sportsmanship, teamwork and individual development.
2. MLOA is a Montana non-profit organization that provides trained and certified officials for lacrosse in the State of Montana.
3. MLOA seeks certified officials that are members of MLOA to officiate MHSLSA games and MLOA, along with MHSLSA, seeks to train and assign certified officials for those games.
4. MLOA and MHSLSA have created this Agreement to define the roles and responsibilities of each organization. These roles and responsibilities are subject to the terms and conditions below.

MLOA and MHSLSA Agree As Follows:

1. Term and Termination:

- 1.1. The term of this Agreement shall run from the date of this Agreement through the end of September 2023
- 1.2. Either party may terminate this Agreement at any time, for any reason, with or without cause, by delivering to the non-terminating party a sixty (60) day written notice to terminate.

2. Games Governed By Agreement:

- 2.1. All MHSLSA-sanctioned games are governed by this Agreement.
- 2.2. MHSLSA-sanctioned games consist of pre-season, regular season games, post-season state playoff and championship games, jamboree games, as posted on the ArbiterSports scheduling website. These games shall include D1 and D2 teams.

3. Official Personnel and Assignments:

- 3.1. MLOA officials are independent contractors and do not have an employment contract or employment relationship with MLOA.
- 3.2. MLOA shall utilize ArbiterSports assignment system to assign officials to MHSLSA-sanctioned games.
- 3.3. MLOA shall act in good faith to provide two officials for each regular season MHSLSA-sanctioned boy's game. If two officials are not available for a game, MLOA shall provide the maximum coverage possible.
- 3.4. MLOA shall act in good faith to provide two officials for each MHSLSA-sanctioned girl's game and for the state championship tournament and final game as set forth in this Agreement. If two

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- officials are not available for a game, MLOA shall provide the maximum coverage possible.
- 3.5. MLOA will use its best efforts to provide three officials that occur when:
 - 3.5.1. MHS LA requests a third official or observer to be at a game and provide feedback as appropriate to the two-assigned officials, coaches, or MLOA Board.
 - 3.5.2. MLOA determines it would be beneficial to have a third official or observer for a game and provide feedback to the two-assigned officials.
 - 3.6. MLOA shall provide three officials for all post season tournament games.
 - 3.7. MLOA shall provide four officials for all state championship games, to include 1st/2nd place game and 3rd/4th place games (one umpire, one referee, one field judge, one bench official).
 - 3.8. All MLOA umpires assigned to MHS LA sanctioned games shall:
 - 3.8.1. be members of U.S. Lacrosse;
 - 3.8.2. have passed a U.S. Lacrosse executed criminal background check if 18 years or older on the date of their annual registration with MLOA;
 - 3.8.3. have earned an officials rating based upon U.S. Lacrosse training guidelines and a MLOA administered evaluation process.
 - 3.8.4. have completed all requirements established by MLOA to be certified as a high school official.
 - 3.9. The MLOA and MHS LA have mutually agreed upon Conflict of Interest Guidelines that MLOA officials shall be instructed to comply with for MHS LA sanctioned games. The Conflict of Interest Guidelines are included in Exhibit A, attached hereto.
 - 3.9.1. MLOA officials shall be informed of their responsibilities as designated in the Conflict of Interest Guidelines.
 - 3.9.2. MLOA shall act in good faith to assign officials to MHS LA-sanctioned games in compliance with Conflict of Interest Guidelines.
 - 3.9.3. If there is a shortage of officials available to officiate a game or games, MLOA and MHS LA may agree to make specific exceptions to the Conflict of Interest Guidelines to allow officials who may have a conflict of interest to officiate these games. These games will be handled on a case by case basis and will be agreed upon 48 hours in advance of a game by the MHS LA President and MLOA President or their designee(s).

4. Game Scheduling:

- 4.1. MHS LA shall establish a schedule for MHS LA-sanctioned games and shall export the game schedules from their League's scheduling system to be uploaded into MLOA's ArbiterSports assignment system by the MLOA.

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- 4.1.1. High School D1 and D2 shall be provided by the third weekend of January.
- 4.1.2. The exported games shall identify level of play, names of teams, game site location, and date and time of the game.
- 4.1.3. The game site name and location shall match game sites listed in the ArbiterSports assignment system provided to the MHSLSA by the MLOA by the first weekend of December.
- 4.2. Site locations, game dates and times may change. MHSLSA shall notify the MLOA assigner at least 72 hours before the new start time or original start time of the game, whichever is earlier.
- 4.3. MHSLSA shall immediately notify the MLOA Assigners and MLOA President via email when changes are made to site locations, game dates or times.
- 4.4. Assigned officials shall be paid and MHSLSA shall be charged the normal game fee for cancelled and rescheduled games if MHSLSA does not notify the MLOA Assigner of the rescheduled or cancelled game by 5:00 PM two days prior to the scheduled date of the game.
- 4.5. Assigned officials shall be paid and MHSLSA shall be charged the normal game fee plus a \$100 penalty fee for games whose time or location has been changed and the MLOA Assigner is not notified of the change, and officials report to the game location as originally scheduled.
- 4.6. MLOA shall waive the MHSLSA game fees for rescheduled games if the game is rescheduled because the assigned officials fail to be present for the scheduled game.
- 4.7. MLOA shall be charged a \$100 fee for cancelled and rescheduled games if MLOA is unable to provide the minimum officials coverage for a game and MLOA does not notify the MHSLSA President and Executive Secretary of the rescheduled or cancelled game by 5:00 PM two days prior to the scheduled date of the game.
- 4.8. MLOA shall waive the MHSLSA game fees and shall be charged a \$100 penalty fee for rescheduled or canceled games as a result of the assigned officials failing to report and/or officiate their scheduled game.
- 4.9. MLOA shall waive the MHSLSA game change fees for rescheduled games if the game is rescheduled because of an "act of god" which is identified as an instance of uncontrollable natural forces in operation.

5. Game Fees and Professional Development:

- 5.1. MLOA will charge the following Game Fees for MHSLSA-sanctioned game during the 2022 Season **AND shall increase all fees listed below by 10% for the 2023 Season to reflect economic inflation:**
- 5.2. League Games:
 - 5.2.1. High School League games officiated by one official: \$143
 - 5.2.2. High School League games officiated by two officials: \$246
 - 5.2.3. High School League games officiated by two officials and observed by one official: \$246

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- 5.2.4. High School League games officiated by three officials:
\$246
- 5.2.5. High School League games officiated by four officials: \$336
- 5.3. Jamboree/Pre-Season Games:
 - 5.3.1. High School games officiated by one official: \$143
 - 5.3.2. High School games officiated by two officials: \$246
 - 5.3.3. High School games officiated by two officials and observed by one official: \$246
 - 5.3.4. High School games officiated by three officials: \$246.
- 5.4. Professional Development
 - 5.4.1.
 - 5.4.2. The MHS LA shall pay the MLOA a flat fee of \$1500 at the end of the 2022 season and \$2000 at the end of the 2023 season for the purpose of the MLOA providing educational and professional development opportunities for officials ("Professional Development Fee") including but not limited Laredo Certification Expenses and other USL professional development events throughout the season as determined by the MLOA. All expenses associated with conducting in-state new and recurrent training for MLOA officials at locations throughout Montana shall be funded by the MLOA through normal Game Fees.
 - 5.4.3. Through applications for additional support from MHS LA, the MLOA may request, and the MHS LA may choose to approve, additional support on an as needed basis for official professional development.

6. Invoicing & Payments:

- 6.1. During the first two weeks of February, the MHS LA Treasurer and MLOA Treasurer shall work cooperatively so that the MHS LA can generate invoices for the season and shall submit the invoices to its teams and copies to the MLOA for all scheduled league games by February 15 of each season. The invoices shall identify the following: date of each game, teams of each game, start and finish time, and number of officials intended on being assigned. All invoices shall be payable to the MLOA by the teams.
 - 6.1.1. MHS LA shall cause its teams to pay each team's invoice within 15 days of receipt via check, ACH, wire, or money order made payable to Montana Lacrosse Officials Association and delivered to the MLOA Treasurer. In the event that any MHS LA team does not timely deliver payment to the MLOA, MHS LA shall remit payment within 7 days on any late team's behalf to the MLOA. If late payment is eventually received by the MLOA, it shall return said payment back to the MHS LA. Payment and collection of any fees payable hereunder to the MLOA from MHS LA teams is ultimately the financial responsibility of the MHS LA.
 - 6.1.2. During the final week of April of each season, the MHS LA Treasurer and MLOA Treasurer shall work cooperatively in

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order for the MHS LA to generate reconciled invoices for its teams as described in Section 6.1.3, below. The MHS LA shall submit the reconciled invoices to its teams with copies to the MLOA no later than May 21st of each season. The revised invoices for remaining balance shall be paid by May 30 of the current season via check, ACH, wire, or money order made payable to Montana Lacrosse Officials Association and delivered to the MLOA Treasurer.

- 6.1.3. MHS LA revised invoices shall identify the following: games played, date of each game played, teams involved in each game, number of officials who officiated game, any credits owed due to single officiated games, and upcoming games with all required information as first invoice submitted.
- 6.2. MLOA shall submit invoices to MHS LA for Game Change Fees and/or the Professional Development Fee periodically or along with the end of season reconciled invoice. The invoices shall identify for each game played: date, scheduled start time, teams involved, officials and charge amount. MHS LA shall pay these invoices within 7 days of receipt via check, ACH, bank wire, or money order made payable to Montana Lacrosse Officials Association and delivered to the MLOA Treasurer.
- 6.3. Hotel and Per Diem: The MLOA Assigners shall use their best efforts to assign officials who live near a game site to officiate as many games as possible in order to minimize travel expenses. However, due to the shortage of officials, the MLOA, most likely, will need to use distant officials in order to meet the game coverage goals outlined herein. The MHS LA shall provide or cause a host club to provide hotel rooms at properties such as Hampton Inn, Holiday Inn Express, etc for officials. The number of rooms that should be reserved shall equal twice the number of fields that will be used at the game site. It is recommended that host clubs reserve rooms that can be cancelled, at the latest, 24 hours prior to arrival on both the night preceding and the night following an event. MLOA shall inform the MHS LA at least 48 hours prior to the start of an event as to final number of hotel rooms and room nights that will be needed as well as rooming lists so that the host city can cancel unneeded rooms prior to encountering a fee from the hotel. Rooms shall be provided to distant officials if the following conditions are met during the regular and post season:
 - 6.3.1.1. An official shall be offered a hotel room to be used the night prior to his or her games if the official must leave his or her home earlier than 5:30am in order to arrive at a game site 30 minutes prior to the scheduled game time. An official shall be offered a hotel room to be used the night after games if the official will arrive at his or her home later than 10:00pm upon the conclusion of his or her final game of the day. All travel times are calculated

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using Google Maps. An official shall be offered a hotel room if he or she is scheduled to officiate on back to back days and must drive more than 50 miles from the games site to get home.

- 6.3.1.2. Every official shall receive PRE APPROVAL via email by the MLOA President, Assignor, and/or his/her designee before incurring a lodging charge for which he or she requests a hotel room.
- 6.3.1.3. Officials who must officiate two days in a row shall also be paid a per diem of \$30 which shall be reimbursed to the MLOA in accordance with Section 6.3.2, below
- 6.3.2. MLOA shall submit an invoice to MHS LA for State Tournament Fees within 7 days of championship game conclusion. The invoices shall identify each game played: game number, date, teams, officials and Game Fee. MHS LA shall pay this within 7 days of receipt via check, ACH, bank wire, or money order made payable to Montana Lacrosse Officials Association and delivered to the MLOA Treasurer.
- 6.4. The MLOA may not invoice the MHS LA for any additional fees not agreed to in this agreement. Any charges incurred by the MLOA and not approved by MHS LA will be the sole financial responsibility of the MLOA.

7. **Rule Changes:**

- 7.1. MHS LA may adopt changes or additions to the US Lacrosse Rule Books that do not affect safety or player equipment. MHS LA accepts all liability associated with any rule changes and will hold MLOA harmless and indemnify MLOA as to any cause of action that may be brought due to rule changes.
- 7.2. MHS LA shall notify MLOA of rule changes or additions prior to January 15 of each season.

8. **Sportsmanship Provisions:**

MHS LA and MLOA seek to create a more rewarding lacrosse experience for all participants and stakeholders through the use of a zero-tolerance policy for unsportsmanlike conduct from any player, coach, or spectator ranging from arguing calls or no-calls, threatening individuals, profane or obscene language, belittling individuals, teams, other participants, or any other behavior which seeks to intimidate or degrade others. The MHS LA and MLOA authorize each MLOA official in uniform not actively officiating a game to serve as a roaming bench official at the game venue (the "Roaming Bench Official"). If a Roaming Bench Official observes unsportsmanlike behavior by any coach, player, or spectator, he or she will be encouraged to throw a flag and blow his or her whistle at the next dead ball and call for an official's timeout in order to discuss the infraction with the on-field official(s) and assist, as necessary, with the enforcement of the subsequent penalty. The game's Referee is the only official with authority to assess

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penalties reported to him or her by a Roaming Bench Official. Any MLOA official actively officiating a game is authorized by both the MHS LA and MLOA to terminate any game at his or her discretion in the event of a severe sportsmanship infraction. If any player, coach, or spectator seeks to threaten, intimidate, degrade or belittle an official after a game, away from the field, through electronic means, or in any other manner, the MLOA reserves the right to investigate the incident and, in its sole discretion, seek disciplinary recourse through the MHS LA and/or refuse to officiate one or more games involving the team with which that player, coach, or spectator in question is associated.

9. **Limitation of Liability:** Neither MLOA nor any of its affiliates, directors, officers, shareholders, employees, or agents shall be liable for any loss, liability, cost, damage, or expense (including attorneys' fees and costs) except for any losses directly resulting from MLOA's gross negligence or willful misfeasance.
10. **Indemnification:** Each party hereby agrees to indemnify, defend and hold harmless the other party, its successors and assigns, its officers, directors, employees and agents from and against all claims, liabilities, causes of action, notices of violations, penalties or any legal or equitable proceeding of any kind whatsoever, asserted against, resulting to, imposed upon or incurred by the party, directly or indirectly, by reason of or resulting from the services provided under this Agreement or a breach of any provision thereof.
11. **Dispute Resolution:**
 - 11.1. If a complaint is lodged against an MLOA official, the MLOA Executive Committee shall investigate the complaint and take a prompt and reasonable course of action.
 - 11.1.1. Complaints shall be submitted in writing to the MLOA Board President.
 - 11.1.2. The complaint may be dismissed if the party who lodged the complaint fails to provide a written report to the MLOA Board President or fails to reasonably assist with the investigation.
 - 11.2. Any other dispute arising out of or relating to this Agreement, or the breach thereof, shall be addressed by the MLOA Board Executive Committee, MHS LA President and MLOA President.
12. **Nonexclusivity of Services:** The services provided by MLOA under this Agreement are non-exclusive, and MLOA shall be free to render the same or similar services to other parties.
13. **Miscellaneous Provisions:**
 - 13.1. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Montana without regard to its choice of law or conflict of law provisions.

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- 13.2. Attorney's Fees: If any legal action or any other proceeding is brought for the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to its costs and reasonable attorneys' fees, in addition to any other relief to which it may be entitled.
- 13.3. Personal Jurisdiction and Venue: The parties hereto consent to personal jurisdiction and exclusive venue in the state and federal courts located within Gallatin County, Montana for any action arising hereunder.
- 13.4. Severability: Any provision of this Agreement that is deemed invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable the remaining provisions of this Agreement.
- 13.5. Integration Amendment: This Agreement constitutes the entire agreement of the parties relating to the subject matter of this Agreement. There are no promises, terms, conditions, obligations, or warranties other than those contained in this Agreement. This Agreement supersedes all prior communications, representations, or agreements, verbal or written, among the parties relating to the subject matter of this Agreement. This Agreement may not be amended except in writing executed by the parties.
- 13.6. Waiver: No provision of this Agreement shall be waived unless the waiver is in writing signed by the waiving party. No failure by any party to insist upon the strict performance of any provision of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach, of such provision or of any other provision. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement or a waiver of such provision with respect to any subsequent breach, unless expressly provided in writing.
- 13.7. Binding Effect: This Agreement shall bind and inure to the benefit of, and be enforceable by, the parties and their respective successors, heirs, and permitted assigns.
- 13.8. Assignment: Neither party may assign this Agreement, in whole or in part, without the express written consent of the other party.
- 13.9. No Third Party Beneficiary Rights: No person not a party to this Agreement is an intended beneficiary of this Agreement, and no person not a party to this Agreement shall have any right to enforce any term of this Agreement.
- 13.10. Counterparts: This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.
- 13.11. Prior to September 30 following each season, in the spirit of transparency, board representatives of the MHSLSA and/or the Montana Youth Lacrosse Association ("MYLA") may request a meeting with the MLOA board at a site and date designated by the MLOA to

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review the MLOA financials for the previous season and answer any questions that the MYSLA and/or MYLA may have pertaining thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

MLOA:

Montana Lacrosse Officials Association

By: _____

Its: _____

MHSLA:

Montana High School Lacrosse Association

By: _____

Its: _____

Exhibit A

MHSLA and MLOA
Conflict of Interest Guidelines

Officials shall avoid conflicts of interest whenever possible.

- Officials shall not accept assignments if they are a former player or the official's child is a player/former player of a team for four (4) years.
- Officials shall not accept assignments for games in which a family member is a player or coach.
- Officials shall avoid being assigned to games which create a conflict of interest by blocking teams in their ArbiterSports account where a conflict of interest is present or may be perceived.