

Eastern College Football Association ECFA Agreement

This Agreement, effective October 6, 1986, by and between the Eastern Association of Intercollegiate Football Officials and the Eastern College Football Association.

WHEREAS, the EAIFO, hereinafter referred to as "The Officials", is a duly organized unincorporated membership association, whose purpose is to recruit, train and develop football officials from and in a geographical area corresponding to that of the ECFA and to bring to the game of football the highest attainable standards in officiating, and

WHEREAS, the Officials and Colleges encourage the highest possible degree of friendly, cooperative relationship between the respective representatives at all levels; they believe that the proper attitudes must be based on full understanding of such regard for the rights and responsibilities of the Colleges and Officials, and

WHEREAS, the parties recognize that for their joint benefit, increased membership in the EAIFO and utilization and assignment of officials, without discrimination based on race, color, religion, age or sex is consistent with the long-term best interest of intercollegiate football.

NOW THEREFORE, the parties covenant as follows:

THE OFFICIALS ON THEIR PART AGREE:

1. That they shall designate the Commissioner of the Colleges as the Commissioner of the Officials Association and he shall have exclusive and final jurisdiction in officiating appointments for all intercollegiate football competition.
2. That the high standards of recruitment and training of the Officials as set forth in their Bylaws shall be maintained vigorously during the life of this Agreement.

3. That Division 1AA officials will accept only ECFA assignments until June 1, of each year. All other officials and clock operators, offered a contract, will accept assignments until July 1, of each year. A violation of this provision may subject that official to the withdrawal of all or part of his schedule by the Commissioner or his designated representative.

4. That Division 1AA officials will accept assignment or reassignment of ECFA games offered after June 1, of each year, and that refusal to accept such assignments or reassignments may subject that Division 1AA official to such disciplinary action as the ECFA shall determine to be appropriate. Notwithstanding, the Commissioner or his designated representative shall consider all extenuating circumstances or intervening equities in this respect.

THE COLLEGES ON THEIR PART AGREE:

5. That they will use only members of the EAIFO in appointments for their football competition providing, however, this provision shall not prohibit the ECFA from making an assignment of qualified and competent minority officials if not otherwise available among the membership of the EAIFO, in order to comply with and effectuate the parties' Affirmative Action Program of non-discrimination.

6. That the ECFA shall assign not less than six (6) officials in any ECFA 1AA game.

7. That varsity 1AA assignments are to be mailed to Officials no later than June 1st of each year and all non-Division 1AA assignments will be mailed by July 15, of each year.

8. That they shall pay such fees and expenses to the Officials as shall have been negotiated and agreed upon, by the ECFA and the EAIFO, and there shall be no variance in fees and expenses payable to Officials by reason of the on-field officiating position assigned. Also:

Two complimentary tickets will be given to each official assigned to the game if requested by the official through the Athletic Office of the host institution at least

one week prior to the game.

The Commissioner or his designated representative shall accept recommendations from the Chapter Directors, regarding the promotion of non-Division 1AA officials to the Division 1AA status or to a "contract status." These recommendations are for the use of the Commissioner or his designated representative as they so desire.

That annual performance ratings will be forwarded to all EAIFO officials who receive ECFA assignments the previous year.

The Commissioner or his designated representative shall accept annual performance ratings from College Commissioners or College assigning authorities on any EAIFO official. These ratings are for the use of the Commissioner or his designated representative as they so desire.

9. That the Colleges shall make annual awards of Life Passes to retired officials in good standing if such Official has:

Been a member in good standing for ten (10) years or more.

Officiated in eighty or more varsity football games assigned by the ECFA.

Been a member of Division 1AA (or old Division I, if applicable), for at least five (5) years.

Been approved by the Executive Committee of ECFA and the Board of Directors of the EAIFO.

The Colleges shall make every effort to provide the recipients of such Life Pass with two (2) complimentary tickets to each of their regularly scheduled home games.

BOTH PARTIES AGREE:

10. That the EAIFO and ECFA shall not discriminate against any applicant or member based on race, color, religion, age or sex.

11. The ECFA Commissioner or his designated representative shall have the privilege of recommending, and the EAIFO will accept any new candidate(s) into the EAIFO membership provided that the candidate(s) are 21 years of age as of January 1 of the year in which they are recommended and shall have been a member of a recognized football officials association for at least five years, during which period they shall have officiated in at least twenty five intercollegiate varsity or equivalent football games and be physically fit to meet the demands of football officiating. However, the chapter screening committee may make comments, in writing, regarding the accepted official to the Commissioner or his designated representative.

12. There is no obligation on the part of the ECFA to provide ECFA college football assignments to all EAIFO members.

13. Advancement or demotion of any EAIFO Division 1AA, Division II, III or non-contract official will be at the sole direction of the Commissioner or his designated representative.

14. That this Agreement shall supersede all prior Agreements between the parties and it shall remain in effect until December 31, 1988 and thereafter, from year to year, unless either party shall serve notice, in writing, at least sixty (60) days prior to any such termination date, of a desire for termination of, or for a modification of, this Agreement. Should either party desire termination or modification, it is agreed that ECFA and EAIFO shall immediately confer and negotiate with reference to a new or modified Agreement.

EAIFO by: (signed) Joseph L, Warren 10/21/86 Secretary-Treasurer

ECFA by: (signed) Robert M. Whitelaw 10/22/86 Commissioner

ADDENDUM TO ECFA-EAIFO AGREEMENT

This Addendum is applicable only to EAIFO members who receive ECFA assignments.

The ECFA-EAIFO Agreement, effective October 6, 1986, between the Eastern College Football Association, hereinafter referred to as "The Colleges," and the Eastern Association of Intercollegiate Football Officials, hereinafter referred to as "The Officials," is hereby amended as follows:

THE COLLEGES ON THEIR PART AGREE:

1. ECFA agrees to provide the Division IAA official with his complete schedule of assignments on or before June 1.
2. ECFA agrees to provide the Division II official with his complete schedule of assignments on or before July 15.

THE OFFICIALS ON THEIR PART AGREE:

1. That by indicating his acceptance of his schedule and the terms thereon, and the terms hereinbefore and hereinafter set forth, he agrees that his legal status in performing his officiating services (which shall be deemed to include traveling to and from the site of his assignments) is that of an independent contractor, contracting to serve as an official for the host institution whose game he officiates. The official further agrees that it is not the intention of this agreement that he be considered an employee of the ECFA, its Supervisor of Officials, or the ECFA member whose game he services, and, therefore, the official, by the acceptance of this invitation agrees that he shall be deemed to have waived all entitlements, benefits, or rights which might be directly or indirectly, expressed, or implied, considered incidental to any employer-employee relationship.
2. That he will 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 performing his officiating services under this agreement, and to submit proof of such insurance to the ECFA Supervisor of Officials upon request.

Further, the official agrees to save ECFA, its Supervisor or Officials, and ECFA members harmless from any claims for such items if he fails to obtain or maintain such insurance during the term of this agreement.

3. That they will hold harmless the ECFA, its Supervisor of Officials, and each ECFA member to whom he contracts, from any and all liability for injury, illness, or damage sustained by him in the performance of his officiating services, provided the same are not caused by their negligence. In this regard, the official expressly assumes all risks of injury, which are reasonably to be anticipated in the performance of his services as a football official.

4. That he will hold harmless the ECFA, its Supervisor of Officials, and/or the ECFA member to whom he contracts from any and all liability for claims made by any person or persons as the result of his negligence in the performance of his services under this agreement.

5. That he will support the ECFA's stance regarding the disparagement and elimination of gambling in intercollegiate athletic contests by signing a statement pledging to refrain from any direct or indirect participation in gambling, betting, or wagering in any football game, intercollegiate, or otherwise.

6. That the official will, at all times during this agreement, keep himself physically and mentally fit, fully informed on all rules and techniques governing the conduct of intercollegiate football games, and fully competent in all areas incidental to the performance of his officiating services to a degree normally expected of a competent official on the level of play in all games to which he is assigned.

7. That the ECFA, through its Supervisor of Officials, shall have the right to withdraw all and/or any assignments made to the official hereunder whenever the official fails to perform, or for reasons beyond his control, is unable to perform, all of his obligations as herein set forth, and, in either of such events, the ECFA, its Supervisor of Officials and ECFA members shall have no further obligation to the official.

8. ECFA, having reviewed the costs and expenses associated with the assignment

process, has found it necessary to require that each official to whom assignments are made must pay a registration fee. His acceptance of a schedule, therefore, includes an official's obligation to pay said registration fee.

BOTH PARTIES AGREE:

1. The Colleges and the Official agree that nothing contained in this agreement is intended to conflict with the terms of the Consent Decree in the case of Amato et al vs. Eastern College Football Association et al, dated September 23, 1981.
2. The Addendum to ECFA-EAIFO Agreement's Addendum dated May 1992 is cancelled.

EAIFO by: (signed) Joseph L. Warren 7/10/96, Secretary-Treasurer

ECFA by: (signed) Clayton W. Chapman 7/10/96, Commissioner