

# Atlanta Area Volleyball Association, LLC

## Officiating Agreement for 2019-20

In consideration of the following mutual promises, the AAVA and Official agree as follows:

1. **TERM:** The term of this agreement is for one season from June 1, 2019, and terminating May 31, 2020.
2. **AAVA MEMBERSHIP REFUNDS:** Refunds must be requested via email before June 1<sup>st</sup>. No refunds will be issued after the June 1<sup>st</sup> deadline.
3. **OFFICIALS'S STATUS:** You are an independent contractor for the Atlanta Area Volleyball Association, LLC (AAVA) to officiate women's volleyball for the 2019-20 season. The term is for one season and includes all officiating related work such as clinics and travel to and from games. You are not an employee of the Atlanta Area Volleyball Association, LLC or any of the member schools for which AAVA assigns officials. Your signature on this agreement indicates that you are not an employee and are therefore not entitled to any benefits, including the collection of any workers' compensation. You are advised to obtain and maintain your own medical and disability insurance for officiating and officiating-related work. By executing this letter of agreement, you acknowledge your understanding and agree that neither the AAVA nor its member institutions will be liable to you in the event of any injury or loss of any type. This agreement does highly recommend the official attend an association meeting in June, take the 2019 exam, view the on line rules clinic and scoring clinic.
4. **ASSIGNMENTS:** This agreement which makes the official a member of the AAVA officiating staff for volleyball for one season only does not obligate the AAVA to make any game assignments to the Official nor does it obligate the AAVA to make a minimum number or certain quality or level of assignments to the official. If assignments are made by the AAVA to the Official, they may include pre-season, in-season, and post season scrimmages/games. All assignments are subject to change. The Official agrees that any assignment is subject to cancellation by the Schools or the Assignor, when and if they, in their sole judgment, deem such cancellation necessary. Officials are required to notify the Assignor immediately if he/she cannot fulfill or perform at any assignment due to illness, family matters, business matters, injury or an unforeseen circumstance. The Official may accept or decline any game assignment when offered by the AAVA using the Reftown Assigning Tool. The Official also agrees to keep their Reftown Availability Calendar up-to-date.
  - A. **RESTRICTIONS:** The Official agrees to furnish the AAVA with a list of potential conflict of interest statements for all schools, which include financial contributions to that school, having any business or professional relationships with that school or any other activity that could be perceived or construed as a conflict of interest.

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5. **PAYMENT:** The Official will be paid by the AAVA Office via Wells Fargo direct deposit or check for games based upon the following criteria:
  - A. Game Fees. As listed on the Reftown website.
  - B. End of season payment will be made by December 5th. In order to receive payment, you will have to verify the number of matches worked and the format (2/3 or 3/5). If this information is incorrect on the website, **you MUST correct it within 24 hours of the match being played;** otherwise, you will not be paid for the matches that are incorrect.
  - D. Saturday playdates will be paid as soon as the school pays their invoice.
  - E. End of season payment will be made either by check or direct deposit.
  
6. **TRAVEL:** All transportation and travel arrangements for all officiating and officiating-related work are the sole responsibility of the Official.
  - A. The Official will receive \$20.00 or \$15.00 travel fee for each location officiated during regular season.
  - B. The amount depends on if you work alone or with a partner.
  - C. There are no travel fees for post season matches.
  
7. **OFFICIATING GUIDELINES:**
  - A. Amendment Attached
  
8. **TERMINATION:** This agreement may be terminated at any time by either the AAVA or the Official upon one-day written notice sent via email.
  
9. **NFHS AND GHSA RULES:** The Official agrees to abide by all rules of the NFHS/GHSA. If the Official fails to do so, this Agreement may be terminated immediately and without any advance notice by the AAVA, and without any monetary liability of AAVA to the Official for any loss the Official might claim.
  
10. **IDEMNIFICATION:** Official shall indemnify, defend and hold the AAVA, its member Schools, affiliates, subsidiaries, directors, officers, employees and contractors, harmless from and against any claim, action, damages, liability, loss, cost or expense (including reasonable attorney's fees), resulting from or arising out of the performance of this Agreement.
  
11. **INTEGRATION AND CHOICE OF LAW:** The entire agreement, intent and understanding between Official and the AAVA is contained in the provisions of this Agreement and any stipulations, representations, promises, or agreements, written or oral, made prior to or contemporaneously with this Agreement shall have no legal or equitable effect or consequence unless reduced to writing herein. The parties hereby stipulate that the State Courts of the State of Georgia shall have sole jurisdiction over any disputes which arise under the Agreement or otherwise regarding the parties hereto, and that venue shall be proper and shall lie exclusively in the Superior Court of Coweta County, Georgia.

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## OFFICIAL'S 2019 GUIDELINES TO OFFICIATE, AMENDMENT

1. **UNIFORM:** solid white polo shirt (w/collar), navy blue slacks, navy or black leather belt, and solid white crew socks & shoes. GHSA insignia patch will be worn on the left side of the chest for GHSA matches ONLY. Vendors are listed on the website. Prefer that your shirt have "Volleyball Certified Official" on the left sleeve, or you can get a solid white polo shirt (no designs or emblems). NO Shorts.
2. **Schedules:** JV, 9th & MS matches are self-assigned on Reftown.com. Varsity and Saturday tournaments will be assigned by the Assignor.
3. **EQUIPMENT:** Whistle with a lanyard, ball gauge, ball pump, red/yellow cards, measuring device, rule book, coin, flags and a watch.
4. **Cell Phones:** Are not to be used as a timing device. They are not to be on the referee stand or used in between sets.
5. **ON TIME:** Referees, Line Judges, & Scorers MUST be in uniform and court side 20 minutes before the actual start time. If you are not **court side** 20 minutes before the start time, you must call the assignor at 770-883-7807.
6. **FORFIETS THE DAY OF THE CONTEST:** Team(s) not showing up for the start time of a match will have 15 minutes from the start time before forfeiting their first game. If a team(s) still has not shown up with six players, they have another 15 minutes before they forfeit the second game and the match (2/3). If playing 3 out of 5 match an addition 15 minutes will be granted for the third game. If the team(s) still has not shown, they forfeit the match. If the same team(s) is scheduled to play the next match, and the team(s) does not show, they forfeit their first game at the time the match is supposed to start (one hour from the scheduled start time of the first match). If the team(s) still has not shown up with six players, they have 15 minutes from the start time of the second match before they forfeit their second game and the match (2/3). If playing a 3 out of 5 match, an addition 15 minutes will be granted for the third game. If the team(s) still has not shown, they forfeit the match (3/5). As soon as the team has 6 players in the gym, the late team only has 5 minutes of warm-up time. There may be unforeseen circumstance that I may allow more time. The schools will have to contact me directly.
7. **OFFICIALS NOT SHOWING:** If you are scheduled for a match(es) and you do not show up, you will be charged for the matches that were scheduled to be played, and the money will be credited back to the school's account. If you miss one assignment during the season you will be put on probation. If you miss two assignments during the same season, all remaining matches will be reassigned to other officials. You may turn matches back. If you turn a match back without a 24-hour advanced notice you will be charged a \$50 fine. If the matches are on your reftwon website, they are your responsibility regardless if you thought you turned them back.
8. **OFFICIALS THAT ARE LATE:** Referees, Line Judges & Scorers that are not in uniform and court side 20 minutes before match time will be considered late and will be assessed a \$10 late fee. Officials that are not in uniform and court side at match time will be assessed one match fee of the level they are officiating that night. (example: 5 pm start @ 4:40 pm the official will be assessed a \$10 late fee, and @ 5 pm the official will be assessed a match fee)
9. **Administration Fee** of 10% will be taken out of the match fees. 10% will not be taken out of the travel fee. If you make \$600 or more (this includes your 10% assigning fee and travel fees), you will receive a 1099 at the end of the year.

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10. **NEW OFFICIALS:** You are required to attend three matches of R1 training. The veteran official will be paid for the matches. If you hold a current provisional certification with USA or if you have a state certification with PAVO, then you are exempt from this training.
11. **Rules Clinic & Scorer Clinic:** All clinics will be online on the GHSA website. They must be completed within the time frame GHSA sets. Failure to complete these tasks will result in a \$25 fine for each that is not completed within the time frame set. Failure in completing these tasks may result in forfeit of assignments.
12. **Exam:** The exam will be online on the GHSA website. It must be taken within the time frame GHSA sets. **Failure to take the exam will remove you from AAVA's roster for the current season.**
13. **Exam Corrections:** If you make **below a 90** on your test, you must correct it to a 100% with the rule reference. The rule references along with the questions must be sent to the assignor and received by Aug 31<sup>st</sup>. Failure to complete this task may result in forfeit of assignments.
14. **Association Meeting:**
  - A. New officials must attend an association meeting.
  - B. Returning officials should attend an association meeting. If returning officials can not attend a scheduled meeting and they would like to officiate, there will be a \$50 fine assessed. If the official has pre-registered before June 1<sup>st</sup>, the fee is only \$50. If the official has not pre-registered by June 1<sup>st</sup>, the fee is \$80, plus the \$50 fee.
  - C. Returning officials are not allowed to miss two consecutive association meetings.
15. **Professionalism** from officials is a MUST. This applies on and off the court.

# Atlanta Area Volleyball Association, LLC

This agreement is made between the Atlanta Area Volleyball Association, LLC (AAVA), an unincorporated association located at 200 Turner Davis Rd, Sharpsburg, GA 30277 and

**Print Name:** \_\_\_\_\_, a volleyball official, residing at

**Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**By signing I have read and agree to pages 1 through 4**

**Signature of Official:** \_\_\_\_\_ **Agreement made on Date:** \_\_\_\_\_

**Please complete the following:**

List any AAVA Schools with which the Official has a personal relationship that could be perceived as real or potential conflicts of interest (You or a family member works or attends the school, business affiliations with the school, etc.).

1. \_\_\_\_\_

2. \_\_\_\_\_

**End of Season Payment (Check one):**

**I would like CHECK?** \_\_\_\_\_ (no fee to receive a check)

**I have a direct deposit account on file.** \_\_\_\_\_

**I would like Direct Deposit - form include?** \_\_\_\_\_

- Wells Fargo accounts will receive free direct deposit.
- Non Wells Fargo banks, there is a \$.75 charge for direct deposit

**Fees taken out of end of season check**

Deduct 2020-21 GHSA/AAVA fees. (\$40)                      Circle one:    YES    NO

Please deduct 2020-21 GHSA pass. (\$15.50)                      Circle one:    YES    NO