

# MEMBERSHIP BENEFIT GUIDEBOOK

# PROVIDING EDUCATIONAL MATERIALS AND PERSONAL BENEFITS FOR SPORTS OFFICIALS SINCE 1980

### **BENEFITS OF NASO MEMBERSHIP**

- Sports Officials Security Program (S.O.S.)
- Monthly Subscription to Referee Magazine
- Exclusive Access to the NASO Members App
- Digital Version of Referee Magazine
- It's Official Newsletter
- NASO LockerRoom e-Newsletter
- Interactive Sport Quizzes
- Advocating On Critical Issues Impacting Sports Officials
- Discounts to The Sports Officiating Summit
- Exclusive NASO member discount at Ump-Attire.com
- Personalized Membership Card
- Savings On Personal Services (rental cars, hotels and more)
- Marriott Athletic VIP Card
- NASO Membership is Tax Deductible
- And More . . .

NASO has more than 26,000 members from the United States, Canada and many countries around the world.

# CONTENTS

WELCOME TO NASO	4
SECTION ONE About NASO	5
SECTION TWO Insurance	7
SECTION THREE The 'Gap' Problem and NASO's Solution	12
SECTION FOUR S.O.S. FAQs	15
SECTION FIVE Member Information & Consultation Program	17
SECTION SIX Special MICP Articles	19
SECTION SEVEN MICP Case Studies	23
SECTION EIGHT The MICP Legal Library	26
SECTION NINE MICP FAQs	28
SECTION TEN Referee magazine	30
SECTION ELEVEN Overview of NASO Benefits and Services	31
SECTION TWELVE Accountability and Sports Officials	34
CONTACT INFORMATION Inside Back	k Cover

# **WELCOME TO NASO**

ABOUT NASO

As a member of NASO, you have access to an exceptionally wide range of benefits and services dedicated to sports officials. This booklet serves as a quick and easy reference addressing Frequently Asked Questions, Case Studies, as well as a complete overview of NASO's mission and educational materials.

For future reference, record your NASO membership number in the shaded area below.



Your membership number is located on the enclosed card and on the mailing label of your NASO edition of *Referee* magazine.

Also included in this booklet is a comprehensive explanation of NASO's Lifetime Liability Insurance, common insurance gaps, NASO's legal library and a 12-month subscription to special member's-only edition of *Referee* magazine and more.

Remember, NASO customer service representatives are here to answer any questions you may have regarding your current membership. Please contact us at 262-632-8855 or visit naso.org.

Access your secured membership account online.

- 1. Online enter naso.org and click on My Account
- 2. Enter your personal membership number and zip code
- 3. Click 'Submit'

Your account information will appear. Online you can...

- Update Your Account Information
- Renew and Pay Your Membership
- Report Missed or Damaged Issues or Membership Card
- Print Temporary Membership Card
- Stop Delivery of Duplicate Issues
- And more...

# Providing Educational Materials and Personal Benefits for Sports Officials Since 1980

NASO's mission is to serve as the leading source of officiating information, programs and services. In particular, NASO is committed to:

- Serve members by providing benefits and services
- Improve officiating performance through educational programs and training materials
- Advocate opportunities for officials and engage in programs to recruit and retain officials
- Create alliances with organizations that benefit from healthy officiating programs
- Enhance the image of officials

NASO is a 501(c) (3) non-profit educational association providing services and benefits for sports officials. Since its inception in 1980, NASO has become one of the officiating industry's most recognized and trusted organizations.

NASO continues to be an innovator in developing benefits for sports officials. It was the first organization to provide officiating-liability insurance protection and remains the leader in developing and promoting educational materials and personal benefits for sports officials. NASO's Sports Officials Security Program (S.O.S.) is the preeminent protection for sports officials today.

NASO continues its leadership role in the development of personal benefits for sports officials with the development of the Member Information and Consultation Program (MICP), which provides members free-of-charge, access to the best officiating-related information available. The program has two parts: 1) A FREE Information Program handled by the NASO staff; 2) A FREE Consultation Program handled by both the NASO staff and consultants to whom the staff may direct you. Members can use the Program three times per year.

MICP is the most comprehensive source for officiating-related information. Whether it's a sample form from NASO's Legal library, or a consultation from the NASO staff or professional consultant, MICP is here to help.

NASO has also played a critical role in legislative matters concerning officials. Since 1987, NASO's legislative efforts have resulted in 21 states passing assault legislation, 17 states passing limited-liability laws protecting sports officials and 15 states passing independent contractor legislation, to date – all designed to protect sports officials.

NASO has been responsible for the promotion of positive awareness for sports officials through its national and international public relations efforts. NASO has also been a key player in developing alliances with governing bodies, as well as state and local officiating organizations.

NASO has more than 26,000 members from the United States, Canada and the District of Columbia and many countries around the world. The NFL, WOA (Washington Officials Association), CBOA (California Basketball Officials Association), DI Basketball Consortium of the Big 12/C-USA/Missouri Valley/ Southland and full participation by football officials from the following conferences are members of NASO: Big Ten, SEC (Southeastern), Pac-12, AAC (American Athletic), Conference USA, MAC (Mid-American), Sun Belt, Missouri Valley, Southern, SWAC, Ohio Valley, Mid-America IAA, Gulf South and Great American.

# SECTION TWO INSURANCE

### THE NEED FOR COMPREHENSIVE PROTECTION

With NASO, everything you do as an official — from assigning games, to working as a clinic trainer, to good old fashioned onfield or oncourt officiating — is covered by the Sports Officials Security Program (S.O.S.).

In 1980, NASO brought into existence the most comprehensive and far-reaching insurance protection program for sports officials anyone had ever seen. Since then, other organizations have dipped their toes in the officiating insurance waters with varying degrees of success. During the course of the next 30 years, NASO set the pace for sports officials' insurance, changing as athletics changed and meeting every emerging insurance need. Today's NASO insurance program is preeminent in the officiating world. You simply will not find a more far reaching and comprehensive insurance package.

Officials face much more liability risk now than any time in the past. This section will show you how NASO's Sports Officials Security Program serves you in every facet of your officiating. You'll also see how insurance coverage gaps, common in many other officiating insurance packages, are completely covered with your NASO membership. NASO's Sports Officials Security Program removes the risks non-insured officials take every time they accept a game assignment. Even if you have another officials' insurance service, NASO's coverage protects you when your other officiating coverage comes up short.



The S.O.S. Program is not just a great insurance package. It is a complete risk management and legal protection service that starts working for you even before you need it. Coverages can change each year.

### Who Is Eligible for the S.O.S. Program?

NASO insurance benefits are intended for members that live in the U.S., its territories and Canada and officiate temporarily in other countries and foreign members officiating within the U.S. only.

### What Do I Get With the S.O.S. Program?

You have access to an entire risk management service covering all aspects of your officiating and including:

**1. General Liability Insurance Coverage** — Provides excess coverage for claims for bodily injury, property damage and personal (libel or slander) injury during sporting activities that are organized by recognized sports organizations, leagues and associations and while assigning, attending seminars, conferences, camps, clinics, and similar meetings designed to improve officiating knowledge and skills. You're covered for up to \$6 million per occurrence.

IN SIMPLE TERMS: NASO covers you for all organized sports, all levels and what you do as an official.

2. \$100,000 Game Call and Assigners' Coverage — You're covered for claims against you alleging officiating related errors or omissions which result in a claimed financial loss, but where there is no bodily injury. This would cover a challenged game call which resulted in a claimed financial loss or a suit against an assigner by a disgruntled official. Policy limits include defense costs.

IN SIMPLE TERMS: If someone sues you because of a game call you made, you have coverage. You're also covered if someone sues you for a decision you made as an assigner or clinician.

3. Member Information and Consultation Program (MICP) —The most comprehensive source for officiating-related information. NASO members can utilize MICP to get access to a wealth of information, culled from NASO's Legal Library of thousands of officiating related articles, columns and case studies. Plus, as part of NASO's regular dues, members can consult with an experienced professional for officiating related information. All at no charge to you. Members may use this consultation service up to three times per member year.

IN SIMPLE TERMS: If you have professional service type questions, NASO has answers. Call us.

4. \$15,500 Assault Protection Program — Provides for reimbursement of certain expenses and loss of game fees resulting from injuries suffered when an official is a victim of an assault and/or battery by a spectator, fan or participant while the official is performing officiating duties, or as a direct result of performing officiating duties at an organized sporting event. Attorney fee reimbursement may also be available. NASO puts the member in contact with appropriate legal counsel; NASO will then provide up to \$4,500 reimbursement of reasonable non-contingent attorney fees incurred by the member in bringing a non-frivolous claim against the perpetrator. Reimbursement will be made upon conclusion of the matter and is based on a verified fee agreement and attorney invoice. It will be made on a 60/40 percent co-pay basis with the member paying 40 percent. Further expenses incurred are the sole responsibility of the member. Additionally, NASO's Assault Protection benefit pays up to \$100 for each game lost within 21 days after the injury with a maximum total of \$1,000. There is also a maximum of \$10,000 medical expense, to the extent not covered by other insurance, reimbursement available under the terms of the applicable Insurance policy.

IN SIMPLE TERMS: If you are assaulted while officiating, NASO can assist you in finding an attorney and help with legal fees, medical expenses and lost game fees.

### WHY DO I NEED THE S.O.S. PROGRAM?

What happens if you're dragged into court because it's claimed you were negligent in ensuring the safety of a game participant? How about if some overzealous parent decides to take you to court because of a ruling you made during a game? Those are distinct possibilities in today's litigious society. Not only that, but take a close look at other organizations' insurance coverage and you might find they don't cover officiating such sports as boxing, wrestling or rowing. NASO's coverage extends to officials in all sports. It also extends to your other officiating-related activities such as assigning or

working as an officiating camp clinician. But perhaps best of all, NASO's S.O.S. Program starts helping you before anyone ever brings a lawsuit against you. By utilizing NASO's Member Information and Consultation Program (MICP), a benefit of the S.O.S. Program, you can effectively head off problems before they start.

IN SIMPLE TERMS: Attorney fees are no worry — We know how quickly attorney fees can add up in the event of a claim against you. That's why with NASO's comprehensive coverage, your attorney's fees are covered above and beyond the \$6 million per occurrence policy limit. That means that in the event of a claim against you, NASO's insurance provider, American Specialty Insurance & Risk Services, Inc., will provide you with legal representation, and those attorney fees and defense costs are covered in addition to your policy limits except under our Game Call and Assigners' coverage they are within the \$100,000 policy limits.

### S.O.S. AT A GLANCE

### WHO IS COVERED?

All persons entitled to NASO benefits during the policy period.

### WHAT IS COVERED?

Any activity having to do with your officiating avocation. Coverage extends to all your officiating activities for recognized sports organizations, leagues and associations. Your policy also provides excess coverage for claims for bodily injury, property damage and personal injury during sporting activities that are organized by recognized sports organizations, leagues and associations and while assigning, attending seminars, conferences, camps, clinics and similar meetings designed to improve officiating knowledge and skills. Coverage extends to claims brought against the official by athletic participants (participant legal liability). Coverage is also provided for claims alleging a breach of duty as an official by reason of error or omission occurring while acting as an official.

### WHAT ARE THE POLICY LIMITS?

- The policy provides general liability and excess liability policies combined to
  provide excess coverage up to a \$6 million per occurrence with a personal policy
  aggregate of \$14 million. The per occurrence limit is the most the policy will pay for
  all insureds for any one occurrence.
- \$100,000 Game Call and Assignors' coverage per occurrence. This limit is included, and not in addition, to the overall \$6 million occurrence and \$14 million personal aggregate limits.
- The per occurrence limit is the most the policy will pay for all insureds for any one occurrence.

### WHAT ARE THE EXCLUSIONS?

Notable policy exclusions include:

- Use of automobiles or buses and aircraft
- Property of others in the care, custody and control of the insured
- Injury to an employee of the insured
- Liquor liability
- Medical malpractice
- Employment related practices other than game assigning

lacksquare

### **EXPLANATION OF NASO'S LIFETIME LIABILITY INSURANCE**

### **Insurance Limits**

NASO is pleased to be able to share that the limit of liability has doubled from prior years! If there is a lawsuit for an occurrence that happened as of August 1, 2018 the doubled liability coverage would apply. The per official limit is up to \$6M (million) per occurrence with a \$14M per official annual aggregate. The "per occurrence" limit is the most the general liability (or base policy) and excess liability (back-up policy) policies will pay for all insureds resulting from a single occurrence. The "per official aggregate" is the most the liability policies will pay per policy year for all liability claims against any one official. There are two companion but separate NASO policies: a "Base Policy" and a "Back-up Policy." The Base Policy pays first and the Back-up Policy pays when the Base Policy Per Official or Per Occurrence limits are exhausted.

### Aggregate

An insurance policy aggregate is the most the policy will pay during any one policy year for all claims covered under the policy. NASO members have the unique benefit of an individual annual policy aggregate (\$14M as outlined above), which cannot be exhausted or used by any other official covered under the policy! The one exception to this rule, which is unlikely in our opinion, is a group action claim whereby 9 or more officials are named in a single lawsuit. With respect to group action lawsuits, as outlined/defined above, an excess policy aggregate in the amount of \$20,000,000 applies.

Base Policy Backup Policy	Per Occurrence \$1 million \$5 million	Aggregate \$5 million \$9 million	Group Action Cap N/A <u>Applies</u>
Totals	\$6 million	\$14 million	\$20 million

### HERE ARE SOME ILLUSTRATIVE EXAMPLES:

Claim (A)

NASO Member Sued: . . . . . Joe Other Officials Sued for same Claim: . None Amount Paid for Claim: . . . . \$200,000

\$200,000 paid for claim (A): equals \$13,800,000 remaining aggregate for Joe

- Claim is paid from the base policy.

Claim (B)

NASO Member Sued: ...... Joe (Joe is having a rough year!)

Other Officials Sued for same Claim: .. Mary

Amount Paid for Claim: ......\$2,000,000 (\$1,000,000 each)

the base policy)

- Excess Liability Policy: ...............\$1,000,000

Remaining Limit for Joe: ......\$14,000,000 per official aggregate; minus

\$200,000 paid for claim (A); minus \$1,000,000 paid for claim (B)

\$12,800,000 remaining aggregate for Joe

Remaining Limit for Mary: ......\$14,000,000 per official aggregate; minus

\$1,000,000 paid for claim (B)

\$13,000,000 remaining aggregate for

Mary

### Policy years and Lifetime Coverage

The annual policy period is from 7/31 to 7/31 of each year. The per-official limit starts fresh on 8/1 of each year. The liability policy is written on an occurrence basis, which means that the policy that is in force at the time the occurrence takes place, is the policy that will respond to the claim. For example, Tim the athlete is injured in 2018, but does not file suit until 2020, the 2018 policy is the policy that will respond to the claim. This is a great benefit for NASO members because as long as an individual was insured at the time of the occurrence, the individual is covered for that claim regardless of whether or not the individual is still insured at the time of the claim (2020 using the example above). This is important as claims can arise after retirement or cessation of NASO membership. Coverages can change each year.

Defense Costs are also paid by the insuring companies as long as they have liability exposures as follows (a) on top of the limits under General Liability and (b) within the limits for Game Call and Assigners' liability.

# SECTION THREE THE 'GAP' PROBLEM & NASO'S SOLUTION

Most sports officials who are not NASO members have inadequate insurance for their officiating activities. NASO solves that problem. With NASO, the S.O.S. Program covers everything you do as an official. Our insurance coverage is unsurpassed for officials. You will not find a more complete insurance package anywhere.

### When Your Other Insurance is Lacking

Clearly anyone who officiates sports without insurance coverage specific to their officiating endeavors is taking an awful big — and unnecessary — risk. The leagues, school districts, conferences and other organizations for which officials work may have some limited insurance coverage that extends to officials, but it's likely not adequate.

NASO's S.O.S. Program steps in and insures all NASO members for any liability (except for some very limited exclusions) arising out of officiating for a recognized sports organization. Defense costs — including attorney fees — are included. In today's lawsuithappy environment, it doesn't make sense for any sports official to ever go uninsured.

Here are some typical scenarios in which insurance coverage for officials is lacking or non-existent. There can be many others.

### THE PROBLEM:

With some organizations insuring officials, the aggregate policy limits are equal to the individual policy limits, meaning the policy could quickly be exhausted without you ever being personally involved in a claim.

### **NASO'S SOLUTION:**

With NASO's coverage, the policies provide up to \$6 million per occurrence, with an overall personal policy aggregate of \$14 million. Effectively, each individual NASO member has a \$14 million annual aggregate.

### THE PROBLEM:

The organization for which you are officiating may not carry any insurance, or if it does, it may only insure itself, its officers and directors — but not you!

### **NASO'S SOLUTION:**

Your NASO membership covers you when the insurance of the organization for which you're officiating doesn't apply.

### THE PROBLEM:

Even when your primary organization does insure you, that insurance may not apply when you officiate a game for another organization.

### **NASO'S SOLUTION:**

Your NASO coverage expands to include all your officiating endeavors, regardless of the sport you work or how many organizations you officiate in.

### THE PROBLEM:

You are sued for a game call which a player or team claims was grossly negligent and costs the claimant a lot of money or for discrimination as an assigner but all General Liability policies do not apply as there is no personal (physical) injury. You would be on your own.

### **NASO'S SOLUTION:**

Our Game Call and Assigners' coverage comes to the rescue. You, as an NASO member, are not on your own.

### THE PROBLEM:

The general liability provisions under your renters' or homeowners' insurance will usually not apply to your officiating since it is a business activity.

### **NASO'S SOLUTION:**

NASO's general liability coverage kicks in whether you are getting paid to officiate while working a game or if you're attending an officiating camp or clinic. You're covered.

### THE PROBLEM:

You retire or stop officiating for an organization before a claim against you is made.

### **NASO'S SOLUTION:**

NASO covers you as long as the incident leading to the claim occurred when you were covered.

### **Problems Caused by Common Insurance Gaps**

If you do have some specific insurance protection related to your officiating, there can be any number of "gaps" in coverage. Gaps are holes in your insurance coverages where you probably don't expect them. Here are some of the more common insurance coverage gaps:

### THE PROBLEM:

There are frequently significant deductibles — the amounts you are responsible for paying.

### **NASO'S SOLUTION:**

There are no deductibles with NASO's insurance coverage. The one minor exception is a small \$250 deductible for assault-related medical expenses.

### THE PROBLEM:

Liability is limited to claims by participants and does not cover claims by injured spectators.

### **NASO'S SOLUTION:**

Your NASO coverage includes claims brought by injured spectators.

### THE PROBLEM:

If you make physical contact with a player or fan, even if it's for protection of yourself or others using reasonable force, there may be an insurance exclusion because you acted "intentionally."

### **NASO'S SOLUTION:**

NASO's coverage allows for self-protection and the protection of others as long as reasonable force was used.

### THE PROBLEM:

You are sued for a game-call that someone claims was grossly negligent, caused the team to lose which resulted in lost money or opportunity for the team, institution or player. Coverage is denied as bodily injury or property damage was not involved.

### **NASO'S SOLUTION:**

NASO insures you and provides up to \$100,000 per occurrence as long as you are acting in good faith. Defense costs are within the \$100,000 and not in addition to it.

### THE PROBLEM:

In the course of assigning games, you're sued by an official for discrimination because you did not give that official any assignments. Coverage is denied as bodily injury or property damage was not involved.

### **NASO'S SOLUTION:**

NASO insures assigners acting in good faith up to \$100,000 per occurrence, with defense costs included in the \$100,000.

### THE PROBLEM:

Some sports such as boxing, wrestling, gymnastics, skiing, rodeo, squash and others are often excluded from insurance coverage.

### **NASO'S SOLUTION:**

NASO covers all sports and all levels.

### THE PROBLEM:

Events outside the United States and professional sports may be excluded.

### **NASO'S SOLUTION:**

Your NASO insurance covers you even when you officiate outside the U.S. on a temporary basis or for a professional league.

NASO covers you when you are not otherwise insured due either to a total lack of insurance or gaps in your existing coverage. As a sports official, you have plenty to worry about. As an NASO member, proper insurance protections will no longer be a worry.

# SECTION FOUR **5.0.5 FREQUENTLY ASKED QUESTIONS**

### THE MOST COMMON QUESTIONS ABOUT THE SPORTS OFFICIALS SECURITY PROGRAM.

### Can I buy NASO insurance without being a member?

No. NASO insurance coverage, including general liability, errors and omissions and game fee protection coverages, are exclusively available to NASO members.

### When does my coverage start?

Your benefits begin as soon as you're registered as an NASO member in good standing and your dues payment is received by the NASO offices.

### If I am not an NASO member, but someone files an officiating-related lawsuit against me, can I join after that and still be covered?

You may access any and all of the benefits of NASO's S.O.S. Program as soon as you join, but since NASO's premier insurance coverage is an exclusive benefit for NASO members only, existing claims are not covered. However, NASO's MICP program would be immediately available and likely very useful.

### What if I let my membership lapse? How long am I covered?

You are always covered for liability and can receive MICP benefits as long as the incident occurred when you were NASO insured. For optional game fee loss and assault protection, you must be a member when utilizing those programs.

### How do I file a claim?

NASO's insurance provider is American Specialty Insurance & Risk Services, Inc. and you can reach them at 800-245-2744.

### What if I'm not sure if I'm covered?

Contact NASO at 262-632-5448. Our customer service representatives will direct you to the appropriate person.

### What if I have other officiating insurance?

NASO's insurance benefits work in conjunction with any other officiating insurance. In fact, the primary purpose of NASO's liability insurance is to fill in any gaps in your existing insurance. NASO insurance will stand by you whether or not you have any other insurance.

### I thought this was NASO insurance. What is American Specialty?

American Specialty is NASO's insurance provider. American Specialty has years of experience managing risk for the sports and entertainment industry.

### Does my NASO insurance replace my medical insurance?

No. NASO's insurance is specifically related to officiating endeavors and protects you from claims against you arising from your activities as an official. NASO's Assault Protection Program provides some limited medical coverage only in the event you are assaulted while serving in the capacity as a sports official.

### How do I know this information is correct and up to date?

NASO's insurance policy may have some modifications and upgrades periodically. Check www.naso.org and the NASO newsletter for updated information.

### IF YOU AREN'T A MEMBER:

Go to naso.org and you can sign up through our secure server. Or just write, phone, fax or e-mail us at:

### **National Association of Sports Officials**

2017 Lathrop Ave., Racine, WI 53405 Phone: 262-632-5448 / Fax: 262-632-5460 / E-mail: naso@naso.org

We'll send you the necessary membership information by return mail.

For up-to-date membership benefits and services go to naso.org.

If you have questions or need further information, please contact NASO's Insurance Agent directly:



American Specialty Insurance & Risk Services, Inc. 7609 West Jefferson Blvd., Suite 100 Fort Wayne, IN 46804-4133 Phone: 800-245-2744 Fax: 260-969-4729

E-mail: amerspec@amerspec.com

Upon notice of claim, membership will be verified with NASO.

**DISCLAIMER:** This is only a general reference to what coverage(s) the insurance policy (or policies) will provide, and is not intended to attempt to describe all of the various details pertaining to the insurance. Actual coverage is detailed in the policy of insurance and is always subject to all terms, provisions, conditions and exclusions as contained within.

# SECTION FIVE MEMBER INFORMATION & CONSULTATION PROGRAM

NASO provides industry-leading insurance products and information services for its members. The Member Information and Consultation Program (MICP) is the best source available for officiating-related information. MICP services are provided at no charge to NASO members.



MICP is without parallel in the world of officiating. It is the only program providing officials much needed help regarding the important officiating business and legal matters that affect them today. Never before has such protection and assistance been more

needed. Assaults, your rights and responsibilities as an official - all of those issues and more are addressed through the MICP program.

This Chapter takes you through the MICP program in detail and gives you real case studies of NASO members' situations — and how the MICP program helped.

In today's environment, you must be protected and armed with great information. The MICP program — the only one of its kind specifically for sports officials — has you covered.

In addition to access to NASO's Legal Library, NASO members have access to other professionals in various fields.

### WHO MAY USE THE MICP PROGRAM?

All persons currently entitled to NASO benefits (herein referred to as "members").

### HOW DOES THE PROGRAM WORK?

When some issue related to your officiating is concerning you and you wonder what to do, NASO's MICP is here to help you. MICP is available to all NASO members. Former members are also included for an issue or occurrence which arose when that person was a member, which is consistent with NASO's general liability insurance extended coverages for members (through NASO's Sports Officials Security program).

### MICP has two parts:

- 1. A free Information Program handled by the NASO staff.
- 2. A free Consultation Program handled by both the NASO staff and consultants to whom the staff may direct you.

We use the word "free" even though members' dues cover the costs of MICP there is no separate or additional charge for its use.

The initial use of MICP always starts with the NASO staff. Contact the NASO offices at 262-632-5448.

### THE INFORMATION PROGRAM

NASO staff will provide, free of charge but subject to availability, generic forms and documents such as model bylaws for officials associations, sample contracts or codes of conduct, reprints of relevant articles, etc. The NASO staff will discuss general information as to common arrangements related to officiating. The generic documents are basically guide-like forms that are sold in stores; modifications will usually be required for particular situations and independent professional advice, outside of MICP, is strongly recommended. There are no limits on frequency of use under this Program.

### THE CONSULTATION PROGRAM

If the NASO staff determines that the questions or concerns presented go beyond what it provides under the Information Program, the staff may recommend a general information consultation, free of charge, with a knowledgeable person who can help in evaluating the situation. The consultant will be whomever the NASO staff considers appropriate.

An MICP consultant will not provide services reserved to any licensed profession. In a case in which it seems further help or professional advice is required, a participant may request the consultant to help find an adviser outside the Program. If so requested, the consultant will generally be able to find, for the member, the names of persons or companies that appear to be experienced and knowledgeable in the area involved; these would merely be leads and not recommendations. Members requesting such leads are advised that providing them is solely an accommodation and that no endorsements or warranties are involved. That is the last step under MICP.

The free consultations are limited to three matters a year per member. (See p. 28 for more information.)

### CONFIDENTIALITY, CONFLICTS, LIABILITY AND ACCEPTANCE

1. Confidentiality. The confidentiality of communications, oral or written, will be

reasonably preserved by NASO staff and the consultants. However, there may not be confidentiality protections under the MICP Programs as there are for privileged communications with lawyers and some other professionals. This means that if a member has an adversarial situation and litigation results, NASO, NASO staff working under the MICP Information Program and any consultant serving under the MICP Consultation Program can be subpoenaed and might be forced to disclose all communications, oral or written, with the member. Therefore, members when using the MICP Programs should not disclose any information they would not want revealed.

- 2. Conflicts. If it appears that an adversarial situation exists between two or more NASO members or an Association Advantage member, MICP may decline services to all parties.
- 3. Liability and Warranty Exclusions. Neither NASO, NASO staff, MICP or any MICP consultant shall have any liability to a member arising out of the member's use of MICP. This means the member assumes the risk of unwise or inappropriate guidance or information under MICP; there are no warranties, express or implied, of correctness, suitability or fitness of the forms or guidance provided or not provided under MICP.
- 4. Acceptance. Use of MICP constitutes acceptance of all the above provisions.

# SPECIAL MICP ARTICLES

As an NASO member, you have access to MICP opinions and articles written by professionals. The articles deal with all of today's most pressing issues, including background checks, independent contractor status, assaults, contracts and more.

Following are several sample articles, the type NASO members read every month.

### PROPOSED CONTRACT HURTS OFFICIALS

A recent inquiry by an NASO member revealed that his local officials association was offered a "loaded" contract. The member, an officer of a local wrestling officials association, had succeeded — or so he thought — in landing a three-year contract for his association to work a major high school conference covering two counties.

Faced with a daunting five-page document, with detailed provisions in the conference's favor covering such legal niceties as "waiver," "indemnification," and release from liability, that local association officer placed a call to NASO's MICP program.

### THE SITUATION:

The contract in question provided for the conference to "hire" the officials association to referee its dual and tri-meets, quads and exhibition matches for the next three seasons. While the league had the right to establish procedures, rules and performance criteria — and to evaluate officiating performance — the contract stated that the officials were engaged as independent contractors and not employees. After reciting that the officials association would be paid on a per game or meet basis — and not on a salary or time basis by each member school — the contract went on to caution that the conference would not provide any benefits by way of training, insurance or workers compensation. In fact, said the contract, the officials were to be independent contractors for all purposes and not entitled to any benefits normally conferred on employees, unless provided by the officials association. All that may have been well and good for the officials association. But wait! There's more!

### THE PROBLEM:

The fee schedule attached to the contract set fees during the first year: from \$45 for a dual meet up to \$160 for an eight-team tournament. For those princely sums, the officials association would have had to agree to bear the sole responsibility for any claims or lawsuits against the conference, its officers, the member schools and school board relating to the officials' services. Under the contract, even if the conference personnel or member school personnel were negligent under the law, the officials association would still be liable for all of the conference's and schools' attorneys' fees and damages awarded. For example, if a wrestler was injured in a match, and a lawsuit was brought charging that the coach taught an illegal and dangerous hold and the referee allowed it, the officials association would pay all attorneys' fees and any verdict for damages — even against the coach!

In addition, the officials association would have had to bear the sole responsibility for any injury to an official — whether caused by the negligence of the conference or school personnel or not.

And, as if it wasn't enough, the officials association would have had to bear the sole responsibility for any taxes or fines levied by the government were the officials determined by the tax authorities to be employees and not independent contractors.

### THE RESOLUTION:

The NASO member/association officer received an ASI initial consultation and then hired an attorney. The proposed contract was a comprehensive risk management device for the conference — and potentially disastrous for the officials association. While agreeing to engage the association's members for a three-year period with fees fixed for each season, the conference limited its liability by (in simple terms) making the officials association — and its members — liable for virtually any legal exposure that could come about during a wrestling match or involving an injury to a student-athlete, spectator or even another official. Any association officers signing such a document would expose both their association and the individual association members to potential legal liability for damages and attorneys' fees for virtually any claim against the schools relating to the "on the mat" activity of wrestling matches. Potential claims could include:

- 1. Injuries to wrestlers.
- Lawsuits involving suspensions of student-athletes and coaches for unsporting conduct.
- 3. Legal liability for employment taxes, fines and assessments should the government disagree with the conference's characterization of the legal and tax status of officials.

Even assuming every official in the association is willing to be legally liable for all lawsuits connected to wrestling matches, as well as government assessments against the conference, the financial and insurance burden on the association would be insurmountable. Such a contract takes all laws governing civil liability for negligence, taxes and labor and workers compensation and deposits all responsibility for compliance on the officials! An insulting proposition to be sure! That type of overreaching is not only unfair, it is downright offensive.

The NASO member went back to the league to have modifications made to the contract. The league is considering those modifications. Without modifications made, the group would not sign the contract.

The contract was modified to eliminate the unfair and unreasonable provisions.

# MICP: LEGAL Q&A

### CRIMINAL BACKGROUND CHECKS

I don't have anything to hide, but I'm philosophically opposed to officials being subjected to criminal background checks. The problem is I refused to be checked and now no longer can work in our youth league. I also now have to deal with untrue rumors that the reason I'm not working is because they found a red flag in my background. It's doing damage to my reputation and all I did was decline the check. Do you have advice for surviving this witch hunt?

Generally, employers and youth leagues can do a criminal background check with your consent. The consent requirement is a graceful way for people objecting on principle, like you, or with something to hide to not get caught in the background check. If you fail or don't consent, then the employer or youth league can refuse to use your services.

Background checks are prevalent in youth sports because a lot of people have abused youths. The trend is to err on the side of protection. It is NASO's general recommendation that officials consent to background checks. In 2006, the NASO Board of Directors adopted a position paper on the subject, which is found on the NASO website (www.naso.org).

A lot of states have legislation that requires that anybody who has unsupervised access to students must undergo a criminal background check. Sometimes you can get out of the background check by showing you don't have unsupervised access. A doctor at a football game doesn't have unsupervised access to students because he's treating players in front of 10,000 fans. An athletic trainer, though, is in the training room with students without supervision. A school may want to run a background check on the trainer.

Often sports officials can get out of the criminal background check because they don't have unsupervised access to students. If you can establish that officials never have unsupervised contact with the youth in your league, maybe they'll exempt officials and save some money by not running the background checks — but we doubt it.

There are limits on what type of convictions can and cannot be used in some states. Also, employers and youth leagues shouldn't release the information, as it can lead to legal problems. But if an employer doesn't release the information and never utters a word, then the official who is subject to false rumors that he did something wrong is probably out of luck.

**ADVICE**: Let them check.

### **DEFAMATION IN LOCAL PAPER**

Our local paper wrote a story about a game I refereed. Though I was never called out by name, there were many disparaging things written about me and my performance. The things written weren't only insulting, they were flatout wrong. The "reporter" didn't seem to know the rules and wrote, "The ref who assessed that technical was horrible the entire game and should never be allowed to work in (this city) ever again." Do I have any recourse? Or do I have to allow this so-called reporter to disparage my reputation?

A lawsuit against one who makes disparaging statements about a person in the public eye, such as an official, presents challenges in most jurisdictions. The most serious is to prove that the disparaging statements were statements of fact — not just opinion or commentary — and that they were false. If it's proven at trial that the disparaging materials were "statements of fact" and false, the reporter may be liable if it is also determined you are not a "public figure" under the law. While in some cases, even public figures can successfully sue for libel, the standards to win are more rigorous. Most courts that have considered such cases, however, have ruled that referees are public figures. Following consultation with ASI you should consult an attorney, who might have been suggested by ASI or separately chosen by you, for the specifics of defamation law in your state and how the courts would view particular statements. Most importantly, you must consider whether the "cure" of a lawsuit (which you may lose) is worse than the "disease" of the reporter replaying all your calls before a jury in an open courtroom in an attempt to prove your incompetence or bias. For that reason, it's unlikely that you would benefit from days or weeks of public testimony – and the mandatory news accounts – of just how "horrible" you were on the night in question and other games. Under normal circumstances, an ignorant sportswriter's biased and uneducated view is regarded by knowledgeable people as just that. In some cases, however, the intervention of the legal system might warrant the expense and uncertainty, particularly if your ability to work as an official is impaired. Good luck and we expect you will make the right decision.

# SECTION SEVEN MICP CASE STUDIES

### REAL OFFICIALS. REAL PROBLEMS. REAL ANSWERS.

The following are actual incidents handled by NASO through the MICP program. NASO members received supporting documents, advice and initial consultations as part of their membership.

### **Taxing Issue**

I am preparing my income taxes myself and want to know what officiating-related expenses are deductible.

**MICP ACTION:** NASO directed the member to the NASO website — www.naso.org — and the Tax Tips found there.

**RESOLUTION:** The member found the officiating-specific answers on the NASO site, saving time and money.

### **Association Money**

Our local association officers are not revealing the association's financial statements. What should the membership do?

**MICP ACTION**: NASO staff contacted the member, providing solid advice based on the Legal Library.

Summary of Response: At issue is governance and expectations. The group should have bylaws. Check to see if there is an annual reporting requirement. Associations should also have annual independent audits. All dues paying members have a right to know how their money is being used. If the officers are not being forthright with information, there should be mechanisms in place to have them removed (voting, etc.).

**RESOLUTION:** The member reviewed the bylaws, contacted the board in a professional manner asking them to comply with the bylaws and all members received the financial statement.

### Official Owed Money

I am owed about \$800 from our local officials association. I don't know if the money is missing or why I can't get my check. I've contacted the board president and have not heard back yet. What should I do?

MICP ACTION: The member was referred to articles in our Legal Library.

Summary of Response: The Legal Library articles explained a signed contract is important in this matter. It may contain remedies for such a situation. Contact the association president in writing via certified mail. Since the amount of money is relatively small, small claims court may be an option to consider, though you could tie up some court costs that don't make that option attractive. If the games are governed by a higher authority (like a state or national association), inform it of the situation. Finally, contact other officials working for the group. If there are others with similar problems, you might be able to force a settlement. The legal option is always there; you just have to decide if it's enough money to go that route. The obvious additional solution is to not work for that group again.

**RESOLUTION**: The member has contacted the association leader to no avail. The member used the MICP Consultation Program and is considering legal alternatives.

### League Allows Jewelry

I officiate in a league that is about to approve a rule that allows players to wear jewelry. Will I be released from any legal action if a player was hurt because of the jewelry?

MICP ACTION: NASO contacted the member to share information from its Legal Library and sent two related articles. NASO also consulted with its professional team and insurance carrier for specific answers.

**Summary of Response:** Anytime a safety rule is set aside, there is reason to be concerned. It is important that the league put the new rule in writing. Once that exists, much of the burden is likely on the league. As an NASO member, you are covered by NASO insurance if you officiate in that league since the league changed the rule.

If you are in a position to influence the league's decision regarding player safety, you should do so in writing. It is helpful if you go on record in writing and share your concerns about the new rule with league authorities. One of your primary responsibilities is safety. You do have NASO insurance to protect you.

**RESOLUTION**: The league has postponed the jewelry modification rule until further review. The member has decided that if the rule goes into effect, the member will not officiate in that league due to the liability concerns despite the NASO insurance protection.

### Was I Assaulted?

I was involved in an incident at a youth basketball tournament in which a fan

approached me, yelled at me and threw a beverage on me. I filed a police report and have written a game report. I need to know if the actions are considered an assault. If I want to pursue charges, what should I do?

MICP ACTION: NASO put the member in touch with ASI for a free initial consultation. ASI also put the member in touch with a local attorney in the member's state, since the member is considering legal action on his own. Since this is an assault situation, the NASO insurance program will help with attorney's fees.

Summary of Response: Filing a police report and immediately writing down details in the game report were the right thing to do. By the description given, this could be classified as an assault. Until you meet with the local attorney, do not talk to anyone from the league about the incident.

**RESOLUTION**: The local district attorney is reviewing the charges.

### Player Breaks Leg; Referee Deposed

I have been asked, along with the other members of my college football crew, to give a deposition regarding a player injury that occurred in a game we officiated. The player is suing the school district for the injury, but the suit does not name the officials — yet. We did file an incident report at the time of the incident, over two years ago. What should I do?

MICP ACTION: NASO put the member in touch with ASI for a free initial consultation. Since the NASO member was not named in the suit, NASO's liability insurance is not a factor. If the official is named, NASO's \$6 million per claim policy would engage and protect the member.

**Summary of Response:** Do not voluntarily communicate with the player's attorney. Wait for them to subpoena you. The situation requires the assistance of counsel.

The official was then subpoenaed to testify. ASI's legal counsel consulted with the member about what questions to answer and how to answer them.

**RESOLUTION:** The NASO member handled the deposition and the officials have not been named in the suit.

### NASO MEMBERS HAVE ASSAULT PROTECTION

NASO's "Assault Protection Insurance" also helps with these types of matters. Members may qualify for up to \$4,500 reimbursement of attorney fees incurred by a member in bringing a claim against the perpetrator. The attorney fees are reimbursed on a 60/40 percent co-pay with the member paying 40 percent. If the NASO member was hurt, up to \$10,000 of assault accident-medical coverage may be provided. Plus, if an assaulted member misses any officiating assignments, NASO insurance may pay up to \$1,000 in lost game fees.

# SECTION EIGHT THE MICP LEGAL LIBRARY

As an NASO member, you have access to hundreds of articles and other legal resources through the MICP program and NASO's Legal Library.

NASO members can reference and use carefully crafted documents like:

- Model Code of Conduct
- Model Covenant
- Model Legislation
- Model Bylaws
- Model Contracts

All written and approved specifically for sports officials.











NASO's Legal Library extends beyond the magazine. The wealth of legal information for your review through the MICP program includes:

- NASO's Members-only It's Official monthly newsletter
- NASO's website at naso.org



26 **27** 

# FREQUENTLY ASKED QUESTIONS

### THE MOST COMMON QUESTIONS ABOUT THE MICP PROGRAM.

### DO I HAVE TO PAY EXTRA FOR THE MICP PROGRAM?

No! It is a part of your annual NASO dues. It is among the exciting benefits NASO provides members.

### DOES MICP TIE INTO NASO'S INSURANCE BENEFIT?

Yes. MICP contains an information and consultation program provided by ASI, NASO's insurance representative. In addition to MICP, NASO offers the nation's best insurance package, including:

- \$6 million per occurrence with a \$14 million personal annual aggregate general liability covering claimed bodily injury and property damage — officiating's best!
- Up to \$100,000 Game Call and Assignors' liability which covers you for your game calls and assignments you make even when there is no bodily injury or property damage claimed — NASO exclusive!
- The nation's only Assault Protection Program, with up to \$15,500 in noncontingent attorney's fees reimbursement, accidental medical coverage and game fee protection if you are assaulted.
- NASO members also receive Referee magazine, the industry leader, and access to hundreds of other educational products.

# IF I AM NOT AN NASO MEMBER, BUT HAVE A PROFESSIONAL SERVICES ISSUE, CAN I BECOME AN NASO MEMBER AND INSTANTLY ACCESS THE MICP PROGRAM?

Yes! Once you are a member, you can access the MICP program immediately and ask any officiating-related question. It doesn't matter if your situation is new or old, MICP will help.

### IF I DECIDE TO PURSUE CIVIL LITIGATION IN A NON-ASSAULT SITUATION, WILL NASO PAY FOR MY ATTORNEY FEES UNDER MICP?

NASO will provide you with your free initial consultation through the MICP program. If you decide after that consultation to file suit, those expenses are yours to incur. (If it is an assault situation, you could qualify for up to \$4,500 in legal services reimbursement.)

### WHAT IF I HAVE A NON-OFFICIATING RELATED OUESTION?

NASO only deals with officiating-related inquiries by its members.

### HOW MANY TIMES CAN I USE THE MICP CONSULTATION PROGRAM?

Current dues paying members of NASO can make up to three MICP Consultation Program inquiries per year. (There is no limit on MICP's Information Program.)

### WHAT CONSTITUTES 'A YEAR' WITH RESPECT TO MICP USAGE?

The "year" for MICP Consultation purposes begins on the date that NASO receives and records the member's first MICP inquiry. From that day forward the NASO member has 12 months for two additional MICP consultations. After that a new cycle begins.

Unused MICP Consultation inquiries do not carry over. A member never has more than three Consultation inquiries available in a given 12-month period.

One has to be a current NASO member in good standing in order to access the MICP program, or be a former member whose incident occurred while an active NASO member. There are no exceptions.

# IF I CALLED A PROFESSIONAL DIRECTLY, IT COULD COST ME HUNDREDS OF DOLLARS IMMEDIATELY. HOW CAN NASO AFFORD TO UTILIZE ITS TEAM OF PROFESSIONALS AND KEEP MEMBERSHIP COSTS SO LOW?

We believe that by being proactive with inquiries, we minimize the exposure to officials. Better education and preparation means fewer issues. One MICP inquiry is worth the price of membership many times over.

<mark>28</mark>

# OVERVIEW OF NASO BENEFITS & SERVICES

Referee magazine is the Number 1 source of information for sports officials, written by officials.

### It is all about officiating.

Each issue of *Referee* includes thought provoking features, caseplays, tips, rules and more. Referee educates, challenges and inspires officials at all levels and sports, with an emphasis on basketball, football, baseball, softball, soccer and volleyball.

Referee's regular columns and departments examine the industry of officiating and provides a forum for its readers, facilitates the flow of information and raises the public consciousness about officials' role.



Referee helps you be a better official and helps you make better decisions with in-depth rules and mechanic updates and tips that keep you current with all the latest changes including the use of Referee's exclusive PlayPic and MechaniGram illustrations.

Month after month, Referee gives vital information that improves your officiating.



### IT'S OFFICIAL NEWSLETTER

The exclusive NASO Members-only edition of *Referee* magazine contains the 16-page *It's Official* newsletter. The special "Ask Us" pages provide actual caseplays and late-breaking rule changes. Monthly coverage includes sports-specific columns and inspirational articles on officiating, mechanics, skills, psychology and more. This special 16-page bonus is only available to NASO members.

### INSURANCE AND LEGAL PROTECTION

### S.O.S. Program

- General Liability Insurance Coverage
- Game Call and Assigners' Coverage
- Member Information and Consultation Program (MICP)
- Assault Protection Program

### MICP

- Forms and samples
- · Additional information or comment
- Experienced and knowledgeable consultation

### **PUBLICATIONS AND RESOURCES**

Referee is the Number 1 source of information for sports officials, written by officials. Every issue is packed with the latest officiating news, up-to-date rules information and interpretations, special features on relevant issues like training, game management and industry hot topics, plus profiles and interviews with the top personalities in officiating. PLUS month after month you'll find tips and techniques that apply to all sports - including Referee's exclusive PlayPics and MechaniGrams.

### Digital Referee Magazine

Members get an exclusive digital version of *Referee* Magazine absolutely free, in addition to their extra-sized printed copy.

### It's Official Newsletter

This monthly, 16-page newsletter includes association news, information, caseplays and educational product discounts. It is included with each month's edition of *Referee* magazine.

### NASO LockerRoom e-Newsletter

Digital monthly newsletter keeps you upto-date on officiating techniques, news and more.

### Interactive Sport Quizzes

Online guizzes that will help you improve your knowledge of the rules.



### PERSONAL SERVICES

### Savings on personal services (rental cars, hotels and more)

Special member savings on services you use for your officiating activities.

### Marriott Athletic VIP

The Marriott Athletic VIP card is a valuable benefit for NASO members. With the card NASO members may receive a room rate of up to 25 percent off the regular price at participating Marriott and Starwood-branded hotels within the U.S. and Canada where space is available. The discounted rate might not be offered if a hotel is sold out or anticipates being sold out. Please



check with the individual hotel you plan to stay in for room availability. The Marriott Athletic VIP card does not replace the Marriott Rewards card, which helps members continue collecting Marriott points. The Marriott Athletic VIP card must be shown at check-in. NASO members will receive instructions on how to access their cards when they join or renew NASO membership.

Marriott International, Inc. (MAR) is the world's largest hotel company based in Bethesda, Maryland, USA, with nearly 6,000 properties in 120 countries and territories. Marriott operates and franchises hotels and licenses vacation ownership resorts. The company's 30 leading brands include: Bulgari®, The Ritz-Carlton® and The Ritz-Carlton Reserve®, St. Regis®, W®, EDITION®, JW Marriott®, The Luxury Collection®, Marriott Hotels®, Westin®, Le Méridien®, Renaissance® Hotels, Sheraton®, Delta Hotels by MarriottSM, Marriott Executive Apartments®, Marriott Vacation Club®, Autograph Collection® Hotels, Tribute Portfolio™, Design Hotels™, Gaylord Hotels®, Courtyard®, Four Points® by Sheraton, SpringHill Suites®, Fairfield Inn & Suites®, Residence Inn®, TownePlace Suites®, AC Hotels by Marriott®, Aloft®, Element®, Moxy® Hotels, and Protea Hotels by Marriott®. The company also operates award-winning loyalty programs: Marriott Rewards®, which includes The Ritz-Carlton Rewards®, and Starwood Preferred Guest®. For more information, please visit our website at www.marriott.com, and for the latest company news.

### Avis Rates & Reservations

Request a rate, create, modify, review or cancel a reservation. Your Avis Worldwide Discount (AWD) through your membership with the National Association of Sports Officials is AWD #B150300. Use this number to



receive the lowest rate available. When completed, you'll get instant confirmation of your reservation online and via e-mail. For reservations and information call Avis at 1-800-831-8000 in the U.S. and 1-800-879-2847 in Canada or log on to avis.com. Present your NASO membership card at the time of check-in.

### Major buying discounts

Special Members-only buying discounts on Referee and NASO publications. Save 20%!



Discount to The Sports Officiating Summit Money-saving discount on registration to sports officiating's most important annual event.



Exclusive members only discount at Ump-Attire.com



NASO MEMBERSHIP IS TAX DEDUCTIBLE.

32 33

# SECTION TWELVE ACCOUNTABILITY & SPORTS OFFICIATING

### INTRODUCTION

The National Association of Sports Officials believes the duty of sports officials is to act as impartial judges of sport competitions. We believe this duty carries with it an obligation to perform with accuracy, fairness and objectivity through an overriding sense of integrity.

Although the vast majority of sports officials work contests played by amateur athletes, it is vital every official approach each assignment in a professional manner. Because of their authority and autonomy, officials must have a high degree of commitment and expertise. NASO believes these facts impose on sports officials the higher ethical standard by which true professionals are judged.

Officials who are "professionals" voluntarily observe a high level of conduct, not because of fear of penalty, but rather out of personal character. They accept responsibility for their actions. This conduct has as its foundation a deep sense of moral values and use of reason which substantiate the belief a given conduct is proper simply because it is.

### **COVENANT WITH SPORTS OFFICIALS**

It takes a special person to be an official. Sports officials bear great responsibility for engendering public confidence in sports. They are critical to the health of athletic competitions. Officials ensure games are played fairly, by the rules, within the spirit of the rules and in a safe manner. Officiating takes a great deal of preparation, continuing education and commitment of time. Much is asked of those who officiate.

Therefore those organizations and individuals that assign, evaluate or require the use of officiating services are hereby asked to resolve and affirm the following:

- 1. That game assignments and career advancement be provided without regard to age, sex, race, national origin, religion or other factors unrelated to the ability to properly perform officiating duties.
- 2. That effective security be provided to protect sports officials from physical assaults, unseemly verbal abuse and the loss of, or damage to personal property, from the time of arrival at the game site through the time of departure.
- That efforts be supported to limit the liability sports officials can incur as a result of the reasonable and customary decisions they make in fulfilling their officiating duties.
- **4.** That the obligations sports officials are expected or required to fulfill be clearly communicated, preferably in writing, in advance of when those obligations are to be carried out.

5. That sports officials who are subject to an inquiry concerning alleged improper or inadequate fulfillment of their responsibilities, be given fair treatment and an opportunity to respond to the findings through a prescribed appeal process before disciplinary measures are taken.

### **CODE OF CONDUCT**

### **Preamble**

Sports officiating is an honorable profession requiring those who engage in it to have strong moral character and integrity. Officials must be fair-minded and courageous. They are expected to embrace and adhere to the Code of Conduct for Officials, as adopted by the Officiating Development Alliance in January, 2002.

- 1. Officials shall bear a great responsibility for engendering public confidence in sports.
- 2. Officials shall be free of obligation to any interest other than the impartial and fair judging of sports competitions.
- 3. Officials shall hold and maintain the basic tenets of officiating which include history, integrity, impartiality, respect, sensitivity, professionalism, discretion and tactfulness.
- 4. Officials shall master both rules of the game and mechanics necessary to enforce the rules, and shall exercise authority in an impartial, firm and controlled manner.
- 5. Officials shall uphold the honor and dignity of the profession in all interactions with student-athletes, coaches, school administrators, colleagues, and the public.
- 6. Officials shall display and execute superior communication skills, both verbal and non-verbal
- 7. Officials shall recognize that anything which may lead to a conflict of interest, either real or apparent, must be avoided. Gifts, favors, special treatment, privileges, employment or a personal relationship with a school or team which can compromise the perceived impartiality of officiating must be avoided.
- 8. Officials shall prepare themselves both physically and mentally, shall dress neatly and appropriately, and shall comport themselves in a manner consistent with the high standards of the profession.
- 9. Officials shall not be party to actions designed to unfairly limit or restrain access to officiating, officiating assignments or to association membership. This includes selection for positions of leadership based upon economic factors, race, creed, color, age, sex, physical handicap, country or national origin.

<mark>34</mark>

- 10. Officials shall be punctual and professional in the fulfillment of all contractual obligations.
- 11. Officials shall work with each other and their governing bodies in a constructive and cooperative manner.
- 12. Officials shall resist every temptation and outside pressure to use one's position as an official to benefit oneself.
- 13. Officials shall never participate in any form of illegal gambling on a sports contest, may never gamble on any sporting event in which they have either a direct or indirect involvement, and may never gamble on events involving high school athletics.
- 14. Officials shall not make false or misleading statements regarding their qualifications, rating, credentials, experience, training or competence.
- 15. Officials shall accept responsibility for all actions taken.

### **CODE OF ETHICS**

The purposes of the National Association of Sports Officials Code of Ethics are briefly summarized through the following three provisions:

- 1. To provide our members a meaningful set of guidelines for their professional conduct and to provide them with agreed-upon standards of practice.
- 2. To provide to other sports officials these same guidelines and standards of practice for their consideration.
- 3. To provide to others (i.e. players, coaches, administrators, fans, media) criteria by which to judge our actions as "professionals."

NASO has adopted this Code and strongly urges its members and officials in general to adhere to its principles. By doing so, notice is given that we recognize the need to preserve and encourage confidence in the professionalism of officiating. This confidence must first be fostered within the "community" of officials and then within the public generally.

NASO believes the integrity of officiating rests on the integrity and ethical conduct of each individual official. This integrity and conduct are the very basis of the future and well-being of organized sports and the effectiveness of this Association. The Association shall, by programs of education and other means, encourage acceptance and implementation of these Articles.

To these ends NASO declares acceptance of this Code:

### Article I

Sports officials must be free of obligation to any interest other than the impartial and fair judging of sports competitions. Without equivocation, game decisions which are slanted by personal bias are dishonest and unacceptable.

### Article II

Sports officials recognize that anything which may lead to a conflict of interest, either real or apparent, must be avoided. Gifts, favors, special treatment, privileges, employment or a personal relationship with a school or team which can compromise the perceived impartiality of officiating must be avoided.

### Article III

Sports officials have an obligation to treat other officials with professional dignity and courtesy and recognize that it is inappropriate to criticize other officials publicly.

### Article IV

Sports officials have a responsibility to continuously seek self-improvement through study of the game, rules, mechanics and the techniques of game management. They have a responsibility to accurately represent their qualifications and abilities when requesting or accepting officiating assignments.

### Article V

Sports officials shall protect the public (fans, administrators, coaches, players, etc.) from inappropriate conduct and shall attempt to eliminate from the officiating avocation/profession all practices which bring discredit to it.

### Article VI

Sports officials shall not be party to actions designed to unfairly limit or restrain access to officiating, officiating assignments or association membership. This includes selection for positions of leadership based upon economic factors, race, creed, color, age, sex, physical handicap, country or national origin.

### PERSONAL PERFORMANCE PRINCIPLES

Here's a series of key points to keep in mind when officiating any sport at any level. All officials should have a good working knowledge of the rules and mechanics. In addition to this you will find your games more enjoyable by remembering the following principles:

### BE COMPETITIVE.

The players give maximum effort; so should you — every game. Tell yourself "I'm not going to let this game get away from me. I am better than that." You are hired to make the calls that control the game — Make them!

### HAVE YOUR HEAD ON RIGHT.

Don't think or act as if your uniform grants you immunity from having to take a little

criticism, which goes with the territory. Plan on it. Effective officials know how much to take before responding. Knowing where to draw the line is critical.

### DON'T SET UP A SHOWDOWN.

If a coach is on your back but not enough to warrant a penalty, stay away from him. This is especially true during timeouts and other breaks in the action. Standing near an unhappy coach, just to show him who's boss will do nothing but lead to further tension and acrimony. Some officials develop irritating habits. Don't be one of them.

### GET INTO THE FLOW OF THE GAME.

Each game is different. Good officials can feel the difference. Take note if the tempo of the game changes. A ragged game calls for a different style of officiating from a smooth one.

### NEVER BARK.

You don't like to be shouted at, so apply the same philosophy when dealing with others. Be firm when necessary, but use a normal relaxed voice. That approach works wonders in helping you to reduce the pressure. Shouting indicates a loss of control of both yourself and the game you're working.

### SHOW CONFIDENCE.

Cockiness has absolutely no place in officiating. You want to exude confidence. Your presence should command respect from the participants. As in any walk of life, appearance, manner, and voice determine how you are accepted. Try to present the proper image.

### FORGET THE FANS.

As a group, fans tend to exhibit three characteristics: Ignorance of the rules, highly emotional partisanship and delight in antagonizing the officials. Accepting that will help you to ignore the fans and concentrate on the job at hand (unless fans interrupt the game or stand in the way of you doing your job).

### ANSWER REASONABLE QUESTIONS.

Treat coaches and players in a courteous way. If they ask you a question reasonably, answer them in a polite way. If they get your ear by saying "Hey ref I want to ask you something," and then start telling you off, interrupt and remind them of the reason for the discussion. Be firm, but relaxed.

### CHOOSE YOUR WORDS WISELY.

Don't obviously threaten a coach or a player; if you do, that will put them on the defensive. More importantly, if you threaten, you will have placed yourself on the spot. If you judge that a situation is serious enough to warrant a threat, then it's serious enough to penalize without invoking a threat.

### STAY COOL.

One of your goals is to establish a calm environment for the game. Nervous, edgy officials are easily spotted by fans, coaches and players alike. Avidly chewing gum, pacing around or displaying a wide range of inappropriate emotions prior to or during a contest will make you appear to be vulnerable to the pressure.



# **MEMBER BENEFITS** & SERVICES

Any Game, Any Time, Anywhere - You Are Covered

### INSURANCE

(Sports Officials Security Program)

\$6 million General Liability Coverage Excess coverage for claims for bodily injury, property damage and personal and advertising injury (defined as slander or libel) up to \$6 million per occurrence general liability limit with a personal aggregate of \$14 million.

### Assault-Related \$15,500 Coverage

Provides coverage for certain attorney fees and medical expenses and game fee losses resulting from injuries suffered when an official is the victim of an assault and/or battery by a spectator, fan or participant while officiating.

### \$100,000 Game Call and Assigners' Coverage

Up to \$100,000 coverage for claims involving a challenged game call which resulted in a claimed financial loss or a suit against an assigner by a disgruntled official.

NASO covers common gaps in other officiating insurances, protecting you when other officiating coverages come up short.

### **PUBLICATIONS**



Referee Magazine (NASO Edition) Referee is the number one source of information for sports officials, written by officials.

84 pages of in-depth feature stories as only Referee can report them. Each issue includes news columns and journalof-record reports and deep-coverage sport-specific sections with complete rule interpretations and caseplays.



Referee Digital Magazine The NASO Members App allows you to access a digital version of your Referee

you're on the go. NASO members also receive exclusive resources through the app as well as their member guidebook.



It's Official Newsletter Monthly 16-page newsletter providing association news, information, caseplays and



NASO LockerRoom Online newsletter includes latest news on NASO, officiating techniques and philosophy.



Interactive Sport Quizzes Online access to sport quizzes that will help you improve

Officiating Resources Special Members-only buying discounts

on Referee and NASO publications. Savings up to 20%.

### DISCOUNTS & SAVINGS



Marriott VIP Card

Provides discounted rates at Marriott & Starwoodbranded hotels within the

US and Canada, subject to availability.

With the VIP card, NASO members may receive a room rate of up to 25 percent off the regular price at participating hotels where space is available. The Athletic VIP card must be shown at check-in.

Registration Discount to The Sports Officiating Summit Members only registration discounts.



### INFORMATION SERVICES

Member Information& Consultation Program (MICP)

Provides help when you need to sort out an officiating related issue, includes both free information and free consultation with a knowledgeable person.

### CONTACT NASO

2017 Lathrop Ave Address: Racine, WI 53405

Phone: 262-632-5448 Web: naso.org

Email: naso@naso.org



THE PROTECTION YOU NEED THE BENEFITS YOU DESERVE

# TRAINING FOR MAXIMUM PERFORMANCE

ASSOCIATION ADVANTAGE
IS THE NEXT LEVEL IN OFFICIAL'S TRAINING

### Turnkey Meeting Curriculum Including:

- Video Plays
- Instructor Presentations
- Handouts

### Your Own Advanced Website With:

- Online Testing
- Real-Time Performance Tracking
- Easy Roster Management

EVERY MEMBER WILL GET THE FULL POWER OF NASO MEMBERSHIP AND THE BENEFITS IT PROVIDES

### VISIT NASO.ORG/ADVANTAGE

OR CALL 800-733-6100 x132 FOR MORE INFORMATION

# REFEREE. TRAINING CENTER AVAILABLE 24/7

You'll get our full library of training materials in one place along with sample chapters, tables of contents and video samples so you can make the best choice for your needs. With more pressure being put on you to perform flawlessly than ever before, you need to upgrade how you prepare before every season and every game.



eBOOKS, FOOTBALL, BASKETBALL, BASEBALL, SOFTBALL, SOCCER, VOLLEYBALL, LEADERSHIP AND MORE!

STORE.REFEREE COM

# **NOTES**

# NASO HEADQUARTERS

2017 Lathrop Avenue Racine, Wisconsin 53405

Phone: 262-632-5448 Fax: 262-632-5460

naso.org

### **HOURS OF OPERATION**

Monday – Thursday: 8:00 am – 4:45 pm CST Friday: 8:00 am – 1:00 pm CST



# MISSION STATEMENT

NASO's mission is to serve as the leading source of officiating information, programs and services. In particular, NASO is committed to:

- Serve members by providing benefits and services
- Improve officiating performance through educational programs and training materials
- Advocate opportunities for officials and engage in programs to recruit and retain officials
- Create alliances with organizations that benefit from healthy officiating programs
- Enhance the image of officials