

# Withholding of Services

By Donald C. Collins

Associations need to cover their legal and administrative bases before withholding services. The legal and administrative issues vary depending upon why the association is considering withholding its services.

Let's address some of the main reasons for withholding services.

**Pay disputes.** An association can withhold services when fee negotiations break down. Associations should provide written notice to both the league and their membership when negotiations break down. Writing the league provides clarity and a paper trail.

Writing the membership is an important part of regularly updating members and board members on key issues.

Associations should note withholding services may open the door to competition.

## Unfortunately, the pandemic has led to clubs, leagues, schools and teams asking officials to do things that are the duty of game administration.

It also is important for an association to know the regulatory environment under which their clients are operating. Some schools and leagues have fee caps set by sports governing bodies or by their governing boards. This restricts what the school and league can agree to, and it also means the association has to move up the ladder to speak with the party with authority.

**Officials' shortages.** Some associations may be hesitant to enter into a contract they can't fulfill. This is laudable, but an association can contract to provide services even where they have too few officials. The key is to be honest about the officials' shortage and to work with the client to set time frames and procedures for moving games on days when there aren't enough officials. It is essential this be done in writing.

### Conditions at school sites.

Associations may be sorely tempted to withhold their services due to playing site conditions ranging from security issues to a lack of amenities. These types of issues often arise after the deficient conditions create some problem.

It is best to specify what is needed in advance. It is even better to put it in writing, and to specify some procedures leagues can take when schools commit violations.

**New obligations.** Schools and leagues occasionally ask officials associations to take on obligations that go beyond executing the duties in the rulebook. Generally, an association can educate these clients on the scope of their duties under the rulebook. However, sometimes attempts to educate don't work and the client persists. An association has the following options.

First, the association can push back against the school or league. Second, the association could treat the requests to do non-officiating duties as a second set of duties under the contract to officiate, and charge a premium for those duties.

However, if the client won't yield and the extra duties either interfere with the execution of officiating duties or shift legal burdens, then an association may have to withhold its services. Unfortunately, the pandemic has led to clubs, leagues, schools and teams asking officials to do things that are the duty of game administration. At some point, the worst-case scenario could lead some association somewhere to withhold services.

This is a volatile time. Some clients are examining the terms of their officiating relationships. We also have severe officials shortages. We must continue to show integrity in business, specify things in advance and in writing, and make sure we don't agree to contract terms or working conditions that interfere with our ability to perform the duties set out in the rulebook.

*Donald C. Collins is a longtime basketball official and lawyer, and former commissioner of the San Francisco Section of the California Interscholastic Federation. This article is for informational purposes and is not legal advice. □*

### If the Client Is Withholding Payment ...

If a school, league or other organization is failing to pay what is owed, an official's or his or her association's first step is to reach out and remind the organization of any contract terms.

If there is no formal contract, the verbal understanding of the assignment terms can be memorialized in an email to the client. This provides evidence of an agreement, but it's hard to capture every detail in this manner. Suspended games, forfeited games, no-show officials and a host of other contingencies can fall in gaps that verbal agreements don't cover.

Amateur sports officials' fees are small enough that an official may want to go to small claims court, which is an excellent tool for the tiny disputes that really don't merit paying an attorney.

But small claims court should be an option of last resort. First, officials or associations should work through a league or school's governance to attempt to resolve the payment situation.

SOURCE: LAW COLUMN BY DONALD C. COLLINS IN 3/20 ISSUE

### Constants to Get Chiseled Into Every Contract

Getting things in writing helps down the road should there be a dispute. What are some of the things that are good to have spelled out?

Key items include the date, time, location, services to be performed, fee and payment terms for the assignment.

Other important details include who hires you, when you will get paid and if there is any reimbursement for mileage or other expenses. Those basics will prove useful if, down the road, you have to contact the school or league to sort out an issue with payment.

Sometimes who hires you and who pays you might be different. For example, you're hired by the school, who pays the assigner, who ultimately pays you. Knowing those details will help if you need to look to that entity for the game fee.

SOURCE: LAW COLUMN BY JIM DWORMAN IN 12/16 ISSUE

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