

Write Them Right

By Donald C. Collins

The game report is the key piece of evidence for a number of hearings, injunctions and other legal proceedings. It is also a vital administrative tool, letting leagues and governing bodies know what actions the officials took, whether those actions impact the playing, not playing, forfeiture or suspension of a game, and whether those actions involved rulings that impacted the playing status of any player or coach. The administrative details should also include timing, scoring and scorebook data where a game has been suspended or forfeited; after all, league officials can't restart a game if they don't have basic scorebook information.

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needed on those occasions when officials make rulings that may require some administrative action. At the very least, associations should inform their members that league administrators will require reports when there are ejections, fights, suspended games or forfeited games.

When associations train their officials how to write a game report, they often issue a "Dagnet" instruction. The official is told to stick to the facts and just say what happened.

This "Dagnet" instruction is helpful, but it does have a flaw. Officials often don't make the distinction between relevant facts, extraneous facts and opinions.

This flaw leads to an excessive amount of game reports that sometimes read as screeds where an official issues a discourse about the ongoing misconduct of a coach or opines about the attitude of a player. Convincing an official a screed isn't a fact in a

short amount of time is exceedingly difficult. After all, if the coach yells and screams every time the official sees him or her, the official may believe it's important to note that and to inform the league the coach always exhibits poor sportsmanship. But the coach's past actions are not germane to the action the official took today, and the conclusion that the coach is unsportsmanlike is an opinion. These things seem like facts to the writer.

The net result of flawed reports — whether they be screeds or merely stray into facts or opinions that aren't germane to the actions taken in the game being reported on — is reducing the value of the game report. The report isn't quite as useful as an administrative tool. Worse, if the matter being reported at hand results in litigation, the official appears to be a biased witness.

Ultimately, associations must supplement the "just the facts" instruction. Officials should be told the game report is a recitation of the things that occurred in that specific game — and only that game — that led to the actions the official took in that game, combined with the declaration of the actions the official took. There should be no attempts to show a participant or coach is more or less credible. The actions speak for themselves. The actions should be supplemented by any needed administrative notes such as time, score and fouls or cards issued.

Finally, officials should note ejections, fights and suspended games merit an immediate report as administrators may need to take actions based on the official's rulings. However, a word of caution: Officials should seek advice before issuing reports on injuries. Injuries don't necessarily lead to administrative actions, and the legal interests of leagues may not always square with the legal interests of officials when an injury occurs.

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. □

Contract Not in Writing

Just because you didn't receive a formal written contract for a game assignment doesn't mean you haven't entered into a contract.

Generally speaking, a contract is really no more than an agreement or mutual exchange of promises. The philosophy of contract law is that people should honor their agreements and keep their promises. When there is some confusion over the terms of the agreement, the law normally tries to enforce the reasonable expectations of the parties, taking into account any prior dealings.

So, a phone call from the assigner asking an official to run over to South High and cover a JV game is really an offer for a contract, which is accepted when the official says he or she will cover the game. The situation is similar when an official goes online and agrees to work a game by clicking in the appropriate place.

The remaining terms of the contract (fees, obligations of the official to show up on time, etc.) are implied from prior dealings.

SOURCE: REFEREE LAW COLUMN BY PATRICK ROSENOW

Judged for Negligence

In most cases, an official who is sued for negligence can expect his or her actions or failure to act to be judged against at least the following items:

1. The rulebook.
2. The casebook.
3. The officials' manual.
4. Training materials or documents containing written modifications to any of the above.
5. The officials' written contract to officiate.
6. Facilities and equipment specifications promulgated by outside groups.
7. The Officials' Code of Ethics.

The import of most of these is self-evident, but some may be surprised by the importance of the code of ethics, which for high school officials can be found in an appendix of the rulebook. It places responsibilities upon officials — many that seem obvious, but it places the areas of "unreasonably hazardous" and "emergency conditions" within the orbit of the officials' responsibilities.

SOURCE: SPORTS OFFICIATING: A LEGAL GUIDE BY ALAN GOLDBERGER

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