

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT  
IN AND FOR COLLIER COUNTY, FLORIDA

COLLIER ATHLETIC ARBITERS  
ASSOCIATION, INC.,

Plaintiff,

v.

JOHN F. STANLEY, JR. and  
RANDY E. MERRILL,

Defendants.

Case No. 11-3024 CA

**COMPLAINT**

Plaintiff, Collier Athletic Arbiters Association, Inc., sues Defendants, John F. Stanley, Jr. and Randy E. Merrill, and alleges as follows:

1. This is an action for Defendants' breaches of their fiduciary duties owed to Plaintiff and for damages in an amount that exceeds \$15,000, exclusive of interest, costs and attorney's fees.
2. Plaintiff, Collier Athletic Arbiters Association, Inc. ("CAAA"), is a Florida non-profit corporation with its principal place of business in Collier County, Florida.
3. Defendant, John F. Stanley, Jr. ("Stanley"), is an individual who resides in Collier County, Florida, and previously served as a director and the President of the CAAA.
4. Defendant, Randy E. Merrill ("Merrill"), is an individual who resides in Collier County, Florida, and previously served as a director of the CAAA.
5. Venue is proper in Collier County because it is where the Defendants are located and it is where Plaintiff's causes of action accrued.

6. CAAA is an organization which was previously sanctioned to provide officials for high school sporting events in Collier County, Florida by the Florida High School Athletic Association (“FHSAA”).

7. CAAA and its predecessor, Collier Sports Officials Association, have provided officiating services to the Collier County Public Schools (“Collier Schools”), as well as the private schools in Collier County, for decades.

8. In 2007, CAAA entered into a contractual relationship with the Collier Schools wherein CAAA would provide officials for the sports of football, volleyball, basketball, soccer, baseball and softball. That contract expired on May 31, 2010.

9. Joseph Kemper (“Kemper”), the Coordinator of Interscholastic Athletics for the Collier Schools, was responsible for negotiating a contract with the CAAA and is responsible for coordinating the supply of officials for high school sporting events.

10. Although the CAAA’s contract with the Collier Schools expired on May 31, 2010, on June 14, 2010, the CAAA entered into a one-year extension of its contract through May 31, 2011 (“the Extension Period”). A copy of the One Year Extension is attached as Exhibit A.<sup>1</sup> John F. Stanley, Jr. and Randy E. Merrill executed the extension on behalf of the CAAA.

11. During the Extension Period, Stanley was serving as a director and the President of CAAA and Merrill was serving as a director of CAAA.

12. On June 22, 2010, just days after finalizing the CAAA’s extension, Kemper was exploring the creation and organization of an in-house athletic officials organization, to be under

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<sup>1</sup> With the exception of Exhibit C, the exhibits attached hereto were obtained by the CAAA through a public records request to the Collier Schools under Florida’s Public Records Law, Chapter 119, Florida Statutes.

the control and direction of the Collier Schools, or an arrangement with some other officials group. A copy of Kemper's e-mail detailing his plans and citing a need for a new officials association is attached as Exhibit B.

13. An in-house athletic officials organization at the Collier Schools would have replaced CAAA and made it unnecessary for the Collier Schools to contract with the CAAA.

14. Meanwhile, Randy Merrill, while a director of CAAA and unbeknownst to the members of CAAA, collaborated with Stanley, the President of CAAA, and a member of the CAAA's general membership, Bill Walker, to form a for-profit company that was designed to replace CAAA and all other non-profit officiating associations throughout the state of Florida. On June 10, 2010, Merrill formed that company, Florida Sports Officials, LLC, by filing Articles of Organization with the State of Florida. A copy of the Articles of Organization for Florida Sports Officials is attached as Exhibit C.

15. On or about September 27, 2010, Merrill presented to the Florida High School Athletics Association Board of Directors a proposal to form a single, statewide officials group for all high school athletics in Florida. Merrill proposed that Florida Sports Officials would operate the statewide officials group. However, the proposal was rejected by the FHSAA's Board of Directors.

16. On September 28, 2010, Stanley communicated with Kemper that Merrill's proposal did not pass the FHSAA's Board of Directors. Begrudgingly, Stanley indicated to Kemper that they would now have to begin contract discussions with CAAA from scratch with a new negotiating team from the CAAA. A copy of Stanley's e-mail is attached as Exhibit D.

17. In November 2010, Stanley, who also acted as the assigner of football officials for CAAA, lost his bid for re-election to that position. However, he remained as the President of CAAA.

18. Stanley, the President of CAAA, had knowledge of Kemper's desire to create an in-house athletic officials organization, which would have meant the termination of CAAA's services. On December 13, 2010, Stanley, as President of CAAA, blind-copied Kemper with an internal CAAA grievance, to which Kemper replied:

**"Are you trying to warn me of the things that I might be in for, IF we go forward with district officials?? Thanks for keeping me in the loop!"**

Stanley responded:

**"Actually, you won't have this problem if that happens as everyone will have to be on the same page . . . they won't have a choice . . . yes I just want to keep you in the loop if they put those officials on the field and I am just trying to give you an additional push!!! LOL!!! Thanks and if you have any questions just let me know"**

A copy of the December 13, 2010, e-mails between Stanley and Kemper is attached as Exhibit E.

19. In December of 2010, during the Extension Period and when Stanley, as President of CAAA, should have been actively and exclusively working in the best interest of CAAA in its negotiations with the Collier Schools for a new contract, Stanley was instead assisting Kemper and providing him with the information necessary to establish the in-house athletic officials organization that would eliminate the need for the CAAA.

20. On December 14, 2010, Stanley e-mailed Kemper that he might be removed from the CAAA board and he was just trying to give Kemper “ammo to move forward!!” with the formation of the in-house athletic officials organization. Kemper’s e-mail reveals that Stanley, while President of CAAA, had provided a set of bylaws to Kemper to be used to form a new officials organization that would put CAAA out of the business of providing officials to the Collier Schools. Kemper replied by thanking Stanley for providing him with the bylaws and indicating that they were “awesome, very-organized and straightforward.” Kemper continued:

**“I have several questions and things I might like to tweak, but I would like to discuss them with you first. I hate to keep asking you to come over, but I need your expertise. Thursday I will be off-campus in the afternoon. Let me know what afternoon is good for you. Thanks for keeping me in the loop, John!”**

Kemper and Stanley then made plans to meet on December 15, 2010, so that Stanley could continue to assist Kemper with the formation of the in-house athletic officials organization. A copy of the December 14, 2010, e-mails between Stanley and Kemper is attached as Exhibit F.

21. On or about January 4, 2011, Kemper set forth in a 28-page interscholastic athletics proposal the formation of the Collier County Athletic Conference Officials Association, wherein the proposed bylaws are strikingly similar to the operating policies and procedures of Florida Sports Officials, which does business as Collier Officials Group and is owned and operated by Randy E. Merrill. A copy of the bylaws for the proposed CCAC Officials Association is attached as Exhibit G, and a copy of the operating policies and procedures of Florida Sports Officials d/b/a Collier Officials Group is attached as Exhibit H.

22. Stanley and Kemper continued to communicate regarding the progress of the formation of the in-house athletic officials organization.

23. For some reason unknown to the CAAA at the present time, Kemper determined that it was not feasible for the Collier Schools to run the in-house athletic officials organization.

24. Also in January 2011, the new negotiation team for CAAA began what it felt was a good-faith attempt to negotiate a contract with Kemper representing the Collier Schools.

25. A contentious issue during the negotiations for a new contract between CAAA and the Collier Schools was the number of officials to be used for certain high school athletic contests in Collier County, including basketball games. Since 1995, all contracts have held that high school varsity basketball games would be officiated with three-person officiating crews. In the FHSAA's Officials Guidebook, the FHSAA recommends the use of three officials for basketball.

26. Based on the FHSAA's recommendation and the CAAA's experience that varsity basketball games were more effectively officiated by using three officials, the CAAA proposed during its negotiations with Kemper that the contract provide that all varsity basketball games have three officials. Although Kemper stated that the Collier Schools would probably order crews of three officials for the majority of the basketball games, it did not want to be contractually obligated to do so.

27. Due to the apparent impasse on this issue, the negotiating team for CAAA requested an informal meeting with the members of the CAAA's board, including Stanley, the President, and Merrill, a director. The meeting was held at Barron Collier High School on March 3, 2011.

28. During that meeting, Stanley and Merrill instructed the CAAA's negotiating representatives to insist on three basketball officials for varsity contests. In fact, during the meeting Stanley personally directed the negotiating representatives that they had no authority to yield on the issue of the number of basketball officials.

29. At the time Stanley gave this instruction to the CAAA's negotiating representatives, he and Merrill knew that requiring three basketball officials for every game would be unacceptable to Kemper and the Collier Schools and that it would cause the breakdown of negotiations for a new contract for the CAAA.

30. By directing the CAAA's negotiating team not to negotiate on the issue of crew size, Stanley and Merrill were insuring that the CAAA would not be able to reach a new contract with the Collier Schools, thereby allowing Florida Sports Officials d/b/a Collier Officials Group, Stanley and Merrill's new organization, to step in and take over for the CAAA.

31. In reaction to the negotiating directives of the CAAA board, led by Stanley and Merrill, Kemper contacted Dr. Roger Dearing ("Dearing"), the Executive Director of the FHSAA, and asked that he insist that the CAAA reverse its position.

32. Following the contact from Kemper, Dearing did notify the CAAA, through Stanley, in March 2011 that it was somehow violating the FHSAA rules simply by negotiating for the use of three basketball officials. Dearing went on to warn the CAAA, through Stanley, that its insistence on three basketball officials could result in penalties from the FHSAA, including the revocation of the CAAA's sanction to provide athletic officiating services.

33. On March 31, 2011, Stanley resigned as President and a board member of CAAA.

34. On April 1, 2011, at 10:07 a.m., Dearing sent a second notice to Kemper and Stanley reiterating his position from March and indicating the value he places on the membership of the Collier Schools and the services provided by the CAAA. He indicated at that time that he wanted to see the two groups work it out and, if not, the FHSAA would then intervene.

35. On April 1, 2011, at 3:46 p.m., approximately five hours after Dearing's e-mail suggesting further negotiations, Kemper sent a letter to the CAAA terminating negotiations with the CAAA and informing them that there would be no contract with the Collier Schools after May 31, 2011.

36. On April 6, 2011, Kemper sent a letter to Dearing indicating that the negotiations with the CAAA had reached an impasse. Kemper also stated that no further negotiations with the CAAA were planned, even though he made no effort to negotiate after April 1, 2011.

37. On April 18, 2011, the new President of CAAA, Ben Klaas, contacted Kemper in an attempt to continue the negotiations of a new contract.

38. Instead, Kemper was negotiating a contract with Collier Officials Group ("COG"), Stanley and Merrill's new organization. On April 25, 2011, a hand-written draft of terms for a contract between COG and the Collier Schools was prepared by Kemper. A copy of the hand-written draft is attached as Exhibit I. Of importance in the list of terms is a notation about a note to Dearing about the end of CAAA and the creation of a new officials organization.

39. On May 5, 2011, before the CAAA's contract with the Collier Schools had even expired, Stanley and Merrill were working with Kemper on a draft of a contract for COG. A copy of the May 5, 2011, contract draft is attached as Exhibit J. As further evidence of Kemper and Merrill's contractual discussions, on May 5, 2011, Kemper forwarded to Merrill an internet



link for a conference for individuals running officials organizations. A copy of Kemper's e-mail is attached as Exhibit K.

**40. Recognizing that the new organization would not have the support of the general membership of CAAA, Kemper and Dearing had a phone conversation on May 18, 2011, during which they developed a hand-written script setting forth target dates and actions to be taken by FHSAA, the Collier Schools, and COG with the intent to decertify CAAA, certify the new organization, and to recruit members from CAAA to COG. A copy of the hand-written script is attached as Exhibit L.**

41. The CAAA's contract with the Collier Schools expired on May 31, 2011.

42. On June 9, 2011, one day before the date called for in the hand-written May 18 script, Dearing wrote to the CAAA and notified the CAAA of the removal of the CAAA's sanction for the 2011-2012 school year. Without the FHSAA's sanction, the CAAA is not authorized to provide officials for high school sporting events in the State of Florida.

43. On June 15, 2011, COG submitted its application for a sanction from the FHSAA. Kemper submitted a letter supporting COG's application, which Merrill had assisted Kemper in drafting. A copy of Merrill's e-mail with Merrill's revisions to Kemper's letter of support is attached as Exhibit M.

44. The FHSAA approved COG's application on June 16, 2011, and sanctioned it to provide officials for the 2011-2012 school year. In late June 2011, the FHSAA notified the CAAA's officials that it had removed the CAAA's sanction and sanctioned COG for the upcoming school year.

45. COG has entered into a contract with the Collier Schools to provide officials for athletic contests during the 2011-2012 school year and is currently providing those officials to the Collier Schools. A copy of COG's contract is attached as Exhibit N.

46. Randy E. Merrill is currently a managing member/owner of COG, and John F. Stanley, Jr. is working as the paid officiating coordinator for COG.

47. Directors of a corporation are required to act in the utmost good faith, and they undertake to give the corporation the benefit of their best care and judgment. Orlando Orange Groves Co. v. Hale, 144 So. 674 (Fla. 1932). A director must exercise his power solely in the interest of the corporation. Id.

48. An officer of a corporation occupies a fiduciary relationship to the corporation, and he is not allowed to acquire an interest adverse to that of the corporation. Pruyser v. Johnson, 185 So. 2d 516 (Fla. 2d DCA 1966). The officer must always act with utmost good faith toward the corporation. Id.

49. A director of a corporation owes a fiduciary duty to the corporation and cannot place himself in a position where his individual interest clashes with his duty to the corporation. Snead v. U.S. Trucking Corp., 380 So. 2d 1075 (Fla. 1<sup>st</sup> DCA 1980). An officer of the corporation is bound by the same obligation. Id.

50. John F. Stanley, Jr. owed a fiduciary duty to CAAA as a director and officer of the corporation.

51. By his actions described herein, Stanley breached his fiduciary duty to CAAA and failed to act in good faith in executing his duties on behalf of CAAA. Further, he placed himself

in a position where his personal interest clashed with the interest of the CAAA, and he failed to act in the interest of the CAAA. Specifically, Stanley breached his fiduciary duty as follows:

- (a) Stanley collaborated with Merrill and Florida Sports Officials to establish a statewide athletic officials organization that would replace all other officials organizations, including CAAA;
- (b) Stanley assisted Kemper and the Collier Schools with the formation of an in-house athletic officials organization that would replace CAAA and actively encouraged Kemper to do so; and
- (c) Stanley engineered a breakdown of negotiations between CAAA and the Collier Schools over a new contract in order to insure that a new contract with the CAAA would not be finalized and the Collier Schools would then contract with the Collier Officials Group for the provision of officials.

52. Randy E. Merrill owed a fiduciary duty to CAAA as a director of the corporation.

53. By his actions described herein, Merrill breached his fiduciary duty to CAAA and failed to act in good faith in executing his duties on behalf of CAAA. Further, he placed himself in a position where his personal interest clashed with the interest of the CAAA, and he failed to act in the interest of the CAAA. Specifically, Merrill breached his fiduciary duty as follows:

- (a) Merrill worked with his new, for-profit entity, Florida Sports Officials, to establish a statewide athletic officials organization that would replace all other officials organizations, including CAAA;
- (b) Merrill collaborated with Stanley to engineer a breakdown of negotiations between CAAA and the Collier Schools over a new contract in order to insure that a new

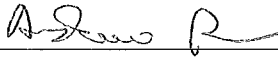
contract with the CAAA would not be finalized and the Collier Schools would then contract with Merrill's new, for-profit entity, the Collier Officials Group for the provision of officials; and

(c) Merrill worked with Kemper to engineer the removal of CAAA's sanction with the FHSAA, to have the FHSAA issue a new sanction to the Collier Officials Group, and to put in place a contractual agreement between the Collier Officials Group and the Collier Schools for the provision of athletic officials.

54. As a direct and proximate result of John F. Stanley, Jr.'s and Randy E. Merrill's respective breaches of their fiduciary duties to CAAA, CAAA has suffered significant financial damages for which Stanley and Merrill should be held liable.

WHEREFORE, Plaintiff, Collier Athletic Arbiters Association, Inc., requests judgment from the Court in its favor and against Defendants John F. Stanley, Jr. and Randy E. Merrill for damages, pre-judgment interest, costs, attorney's fees, and such other relief as the Court deems proper.

CHEFFY PASSIDOMO, P.A.  
Attorneys for Plaintiff  
821 Fifth Avenue South  
Naples, FL 34102  
Telephone: (239) 261-9300  
Facsimile: (239) 261-9782

By:   
Andrew H. Reiss  
Florida Bar No. 116955

Signed COPY

\*\*\*\*\* ONE (1) YEAR EXTENSION \*\*\*\*\*

Collier Athletic Arbiters Association, Incorporated (dba CSOA)

Volleyball/ Football/Basketball/ Soccer/Baseball/ Softball

OFFICIATING CONTRACT

This Contract is between The School Board of Collier County, referred to as the DISTRICT, on behalf of Barron Collier HS, Golden Gate HS, Gulf Coast HS, Immokalee HS, Lely HS, Naples HS, and Palmetto Ridge HS, referred to as THE SCHOOL, or SCHOOLS, and the Collier Athletic Arbiters Association, Incorporated, and herein referred to as the Collier Sports Officials Association or CSOA. The parties agree that all officials are independent contractors.

SECTION I

CSOA exclusively shall furnish THE SCHOOL with all officials for all FHSA-sanctioned contests for football, volleyball, basketball, soccer, baseball and softball.

SECTION II

The CSOA assigner in each sport and THE SCHOOL shall work cooperatively, utilizing ARBITER and SCHEDULE STAR and/or C2C, in developing a roster of officials and a contest assignment sheet for each sport. A finalized roster of officials shall be provided in writing by the CSOA to THE SCHOOL, two weeks prior to the date the finalized schedules are due by THE SCHOOL to the CSOA (See SECTION IV).

Upon receipt of the roster, each SCHOOL shall have the option of scratching ONE listed official from working regular season home and away games involving one varsity team (either boys or girls) for the sports of football, basketball, and baseball/softball. The SCHOOL, however, recognizes that emergency roster and assignment changes can and may occur. It is also understood by the SCHOOL, that there may be extenuating circumstances involving the availability of qualified officials that may require the assignment of a scratched official to a SCHOOL'S away game(s). In such an event, the CSOA assigner will contact the SCHOOL prior to the contest to explain the situation. The assigner of each sport will use his or her best efforts to minimize these occurrences.

In order to utilize the scratch option, the SCHOOL must submit the scratch request in writing to the CSOA assigner of the affected sport and should include the following information:

- The name of the official to be scratched
- The team and sport for which the official is to be scratched

All written scratch requests must be received prior to the date the finalized schedules are due by THE SCHOOL to the CSOA. (See SECTION IV )

Volleyball and Soccer officials shall be excluded from the scratch provision due to the critical shortage of officials in these sports. In addition, due to the general shortage of officials in the southwest Florida area in all sports, THE SCHOOL will seek a waiver of the restrictions on officials set in sections 106(6) and 205.02(b) of the 2010-2011 FHSAA Officials Guidebook.

District tournament contests will be assigned in accordance to section 301.01 of the 2010-2011 FHSAA Officials Guidebook.

### SECTION III

The CSOA shall furnish/assign officials for all contests in the following manner:

#### **FOOTBALL**

Varsity	7 officials/contest: 2 games 5 officials/contest: all other games
Junior Varsity and Freshmen	5 officials/contest

#### **VOLLEYBALL**

Varsity/Junior Varsity/Freshmen	2 officials/contest
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#### **BASKETBALL**

Varsity	3 officials/contest
Junior Varsity and Freshmen	3 officials/contest: 2 games 2 officials/ contest: all other games

#### **SOCCER**

Varsity	3 officials/contest
Junior Varsity	2 officials/ contest (3 officials when possible)

#### **BASEBALL**

Varsity	3 officials/ contest : 3 games 2 officials/ contest: all other games
Junior Varsity	2 officials/ contest

#### **SOFTBALL**

Varsity	3 officials/ contest : 3 games 2 officials/ contest: all other games
Junior Varsity	2 officials/ contest

The CSOA has the option of furnishing additional officials, at no cost to THE SCHOOL in volleyball, football, junior varsity and freshmen basketball, junior varsity soccer, and baseball and softball.

#### SECTION IV

THE SCHOOL shall provide the CSOA with a written finalized sports schedule for each upcoming sports season, according to the following schedule:

VOLLEYBALL/ FOOTBALL	Prior to <u>June</u> 15
BASKETBALL/SOCCER	Prior to September 15
BASEBALL/SOFTBALL	Prior to January 15

The CSOA and THE SCHOOL shall work cooperatively, utilizing both ARBITER and SCHEDULE STAR, in effecting schedule changes that take place after the sports schedules have been finalized. However, all requests to change or modify the schedule after the final schedule has been submitted must be made in writing to the assigner of the particular sport.

The CSOA recognizes that THE SCHOOL faces numerous challenges, many of which are beyond the control of THE SCHOOL, in creating and finalizing a sports schedule. However, it is THE SCHOOL'S responsibility to notify, in writing, the CSOA in a timely manner of any and all modification(s) to a sports schedule.

#### SECTION V

GAME FEES: THE SCHOOL shall pay officiating fees to the CSOA according to the FHSA maximum pay scale. (FHSA Officials' Guidebook Section 902.01 Fees.)

MILEAGE: THE SCHOOL shall pay each official a travel allowance of 13 miles per trip at the prevailing FHSA mileage rate (currently \$.60/mile/one way).

CANCELLATIONS: In order not to be charged for a cancelled contest, THE SCHOOL must notify the assigner in that sport of the cancellation at least 24 hours prior to the contest's start time. Exceptions to this policy are school closures and/or acts of God.

Weather-related cancellations for outdoor contests must be reported by THE SCHOOL to the CSOA Assigner in that sport at least three (3) hours prior to the scheduled start time in order to avoid paying all game and mileage fees.

## CSOA FEE SCHEDULE

In addition to the aforementioned game and mileage fees, THE SCHOOL shall pay the CSOA an Administrative Fee, Assignment Fees, and Accounting Fees.

1) Administrative Fee – This \$300.00 fee shall be paid annually to the CSOA. THE SCHOOL will be billed separately prior to September 15 of each school year.

2) Game Assignment Fees – The Game Assignment Fees shall be paid prior to the start of each sports season. The Assignment Fee paid by THE SCHOOL is for all game assignments made by the CSOA.

Game Assignment Fees are charged according to the following schedule:

### FALL SPORTS SEASON

Football (Per Sport – Includes Varsity, Junior Varsity and Freshmen)	\$ 90.00
Varsity Volleyball	\$ 60.00
Junior Varsity Volleyball	\$ 60.00
Freshmen Volleyball	\$ 60.00

### WINTER SPORTS SEASON

Boys' Varsity Basketball	\$ 60.00
Boys' Junior Varsity Basketball	\$ 60.00
Boys' Freshmen Varsity Basketball	\$ 60.00
Girls' Varsity Basketball	\$ 60.00
Girls' Junior Varsity Basketball	\$ 60.00
Girls' Freshmen Basketball	\$ 60.00
Boys' Varsity Soccer	\$ 60.00
Boys' Junior Varsity Soccer	\$ 60.00
Girls' Varsity Soccer	\$ 60.00
Girls' Junior Varsity Soccer	\$ 60.00

### SPRING SPORTS SEASON

Varsity Baseball	\$ 60.00
Junior Varsity Baseball	\$ 60.00
Varsity Softball	\$ 60.00
Junior Varsity Softball	\$ 60.00



3) Accounting Fee – THE SCHOOL shall pay the CSOA an Accounting Fee. The Accounting Fee shall be paid prior to the start of each sports season. The Accounting Fee is paid by THE SCHOOL for billing services provided by the CSOA to THE SCHOOL.

Accounting Fees are paid according to the following schedule:

FALL SPORTS SEASON

Football	\$ 36.00
Volleyball	\$ 36.00

WINTER SPORTS SEASON

Boys' Basketball	\$ 36.00
Girls' Basketball	\$ 36.00
Boys' Soccer	\$ 36.00
Girls' Soccer	\$ 36.00

SPRING SPORTS SEASON

Baseball	\$ 36.00
Softball	\$ 36.00

The CSOA shall invoice THE SCHOOL on a monthly basis, in advance, for all regular season game and mileage fees. THE SCHOOL will be billed on the first day of each month.

Post-season contests shall be invoiced immediately after the conclusion of those events, and shall be payable by THE SCHOOL immediately upon receipt of the invoice.

All invoices are due upon receipt and will be subject to a late fee of 1.5 % per month on all balances outstanding more than 30 days.

## SECTION VI

Per FHSAA Guidelines (Section 600 – Officials' Guidebook) THE SCHOOL is charged with the following responsibilities relative to FHSAA/CSOA Officials when serving host for an athletic contest to which the officials are assigned:

- (1) An authorized representative of the host school shall greet the officials upon their arrival.
- (2) The host school should provide a private, secure place for officials to park.
- (3) The host school should provide a secure dressing facility which affords privacy.
- (4) The host school should provide the officials access to private shower facilities.
- (5) The host school should provide the officials with refreshments (i.e., water and /or sports drinks) during halftime intermission and other appropriate times.
- (6) The host school must provide pre-game, halftime and post game security for the officials. A school official or principal's designee must escort officials to and from the playing field or court to prevent harassment.
- (7) The game administrator must indicate to the referee or umpire-in-chief his/her seat location should a situation develop where assistance is needed during a contest.
- (8) School personnel, including coaches, shall not enter the officials' dressing facility while the officials are in attendance except when requested by the officials.

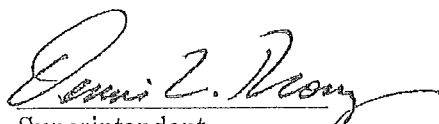
## SECTION VII

Entire Agreement – This agreement constitutes the entire agreement between the parties, and no revision or amendment to the agreement shall become binding on the parties unless same shall be reduced to writing, signed by both parties and attached hereto as an Exhibit.


Applicable Law – This agreement shall be interpreted under, and governed by, the laws of the State of Florida. Venue for any action arising from this agreement shall be in Collier County, Florida.

SECTION VIII

This contract shall remain in effect from June 1, 2010, through May 31, 2011. Any modifications, additions or deletions to this contract shall be made in writing and with the approval of both parties.

  
Superintendent

6-7-10  
Date Signed

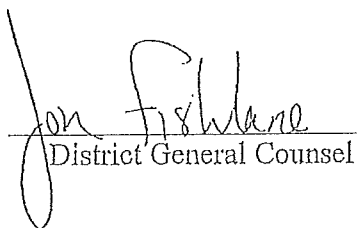
  
CAAA., Inc. President

6-8-10  
Date Signed

  
CAAA., Board Member

6-14-2010  
Date Signed

Reviewed and Approved:

  
District General Counsel

Date June 4, 2010

REV. 5.3.2010

**Kemper, Joe (Joseph)**

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**From:** Kemper, Joe (Joseph)  
**Sent:** Tuesday, June 22, 2010 8:00 AM  
**To:** 'Peggy Jones'  
**Cc:** Stockman, Kevin  
**Subject:** RE: FHSAA  
**Attachments:** Timeline of Negotiations.6.2.2010.docx

Hi Dr. Jones,

We have secured a one-year extension (for 2010-2011) to our existing contract. The association and schools are so far apart on some issues that we decided to offer this option to the officials association to give us time to decide our next course of action, and to ensure our sports are covered for Fall.

Our Superintendent is serious about investigating the possibility of creating our own association. I have been in contact with Cheryl Golden at Miami-Dade and I am researching their model. I am attaching a timeline of events for your inspection. You may conclude that a "need" for a new association exists here, considering the responses we have received from the existing local association.

Thanks for thinking of us, Dr. Jones. We appreciate your support!

**Joe Kemper**

Coordinator,

Interscholastic Athletics/Safe Schools/Volunteers and Community Involvement

School Board of Collier County

5775 Osceola Trail

Naples FL 34109

PH: 239 377-0023

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**From:** Peggy Jones [mailto:pjones@fhsaa.org]

**Sent:** Thursday, June 17, 2010 2:17 PM

**To:** Kemper, Joe (Joseph)

**Subject:** FHSAA

Hi Mr. Kemper,

Just checking to see how everything is going in negotiations with your officials.

Please give me a call at your convenience—I received a call from Mr. Stanley about scratching an official and what was my opinion---

Hope your summer is going well.

Thank you,

Dr. Peggy Jones

Assistant Executive Director of Athletic Services

FHSAA

352 372-9551 X180

**EXHIBIT** B

**Electronic Articles of Organization  
For  
Florida Limited Liability Company**

L10000062078  
FILED 8:00 AM  
June 10, 2010  
Sec. Of State  
gmcleod

**Article I**

The name of the Limited Liability Company is:  
FLORIDA SPORTS OFFICIALS, LLC

**Article II**

The street address of the principal office of the Limited Liability Company is:  
6201 CYPRESS HOLLOW WAY  
NAPLES, FL. US 34109

The mailing address of the Limited Liability Company is:  
6201 CYPRESS HOLLOW WAY  
NAPLES, FL. US 34109

**Article III**

The purpose for which this Limited Liability Company is organized is:  
ANY AND ALL LAWFUL BUSINESS.

**Article IV**

The name and Florida street address of the registered agent is:  
RANDY E MERRILL ESQ.  
5140 CRAYTON PLACE S  
NAPLES, FL. 34103

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: RANDY E. MERRILL

EXHIBIT     C

### **Article V**

The name and address of managing members/managers are:

Title: MGRM  
WILLIAM B WALKER  
6201 CYPRESS HOLLOW WAY  
NAPLES, FL. 34109 US

Title: MGRM  
RANDY E MERRILL  
5140 CRAYTON PLACE S  
NAPLES, FL. 34103 US

L10000062078  
FILED 8:00 AM  
June 10, 2010  
Sec. Of State  
gmcleod

### **Article VI**

The effective date for this Limited Liability Company shall be:

06/09/2010

Signature of member or an authorized representative of a member

Signature: RANDY MERRILL

**From:** Stanley, John  
**Sent:** Tuesday, September 28, 2010 7:06 AM  
**To:** Kemper, Joe (Joseph)  
**Subject:** Contract

Pursuant to School Board policy and administrative procedures, this e-mail system is the property of the School District of Collier County and to be used for official business only. In addition, all users are cautioned that messages sent through this system are subject to the Public Records Law of the State of Florida and also to review by the school system. There should be no expectation of privacy.

Good morning Joe,

I know that you heard something through the grape vine that contract talks may not be necessary for the next school year, however at this point in time the FHSAA Board of Directors did not show any interest in saving the school districts any money.

So at this point we need to move forward and get the contract ball rolling. I think that we should start from scratch and have new people (except for you) in on each negotiating team and hopefully they can move the ball.

Please let me know your thoughts on the matter. Thanks

EXHIBIT 1

**From:** Stanley, John  
**Sent:** Monday, December 13, 2010 10:17 AM  
**To:** Kemper, Joe (Joseph)  
**Subject:** RE: GRIEVANCE FILING

Pursuant to School Board policy and administrative procedures, this e-mail system is the property of the School District of Collier County and to be used for official business only. In addition, all users are cautioned that messages sent through this system are subject to the Public Records Law of the State of Florida and also to review by the school system. There should be no expectation of privacy.

Actually, you won't have this problem if that happens as everyone will have to be on the same page...they won't have a choice...yes I just want to keep you in the loop if they put those officials on the field and I am just trying to give you an additional push!!! LOL!!! ☺ Thanks and if you have any questions just let me know

**From:** Kemper, Joe (Joseph)  
**Sent:** Monday, December 13, 2010 9:43 AM  
**To:** Stanley, John  
**Subject:** RE: GRIEVANCE FILING

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Are you trying to warn me of the things I might be in for, IF we go forward with district officials?? ☺  
 Thanks for keeping me in the loop!

**From:** Stanley, John  
**Sent:** Monday, December 13, 2010 8:38 AM  
**To:** Batcher, Rusty; bigstanjr@earthlink.net; bsmithjones@yahoo.com; Cavallero, Carl; Costain, Troy; Krueger, David; lecountya13@aol.com; Merrill, Randy; Murrell, Robert; O'Leary, Kevin; Philbrick, Tim; rbklaas@aol.com; Thlgpen, Jerry  
**Subject:** FW: GRIEVANCE FILING

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Dear Board members,

As you can see we have received a grievance from a member requesting CAAA Action. According to CAAA By-Laws Section 5.95 The Board of Governors shall hear any grievance(s) brought before it involving a matter involving two separate Divisional Sports. Additionally, CAAA will hear any grievance brought by a member alleging a divisional sport that is not in compliance with the bylaws of the CAAA, the FHSAA, or any applicable supervising bodies. Finally, any member can bring before the CAAA any grievance for actions taken by the Board of Governors of the CAAA against that member. No other grievances will be heard.

I believe that we will need a copy of the operating procedures from the Baseball/Softball division so see if this grievance falls under this by-law section. Mr. Batcher can you please send these operating procedures out to the board ASAP so that we can make a decision if we want to hear this grievance. If there are fellow board members who believe that we do not need these procedures for whatever reason please feel free to express that to the board.

This email is not intended to be a soundrig board for how or why this member was removed from his position but again we need to see if this matter falls under CAAA jurisdiction. Therefore until the board makes a decision on this matter I am asking Mr. Batcher NOT to appoint someone to the position in question.

Again once we have the operating procedures from BA/SB will can make a decision on this matter. If the CAAA Board feels that this is a grievance we should hear we will place this on the agenda for the January 3<sup>rd</sup> meeting as well.

John Stanley  
 CAAA President

-----Forwarded Message-----  
**From:** "William B. Walker"  
**Sent:** Dec 12, 2010 4:02 PM  
**To:** "John Stanley"  
**Subject:** GRIEVANCE FILING

Dear John,

Please accept the attached Grievance. Call me if you have any questions.

I will personally deliver you a hard copy tonight at the dinner.

Thanks,

**EXHIBIT**

E



Bill

William B. Walker, President  
Brennan Financial, Inc.  
6201 Cypress Hollow Way  
Naples, FL 34109  
(239) 325 - 4000 Office  
(239) 325 - 4006 Facsimile  
[wwalker@bfglobal.org](mailto:wwalker@bfglobal.org)

\*\*\*\*\*

Corporate e-mail Notification --- Brennan Financial, Inc. and / or BFI's Group of Companies

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Thank you.

\*\*\*\*\*

**Shannon McFee**

---

**From:** Kemper, Joe (Joseph)  
**Sent:** Tuesday, December 14, 2010 8:57 AM  
**To:** Stanley, John  
**Subject:** RE: Not that you care....

Yes, tomorrow at 2:30 is perfect.

---

**From:** Stanley, John  
**Sent:** Tuesday, December 14, 2010 8:52 AM  
**To:** Kemper, Joe (Joseph)  
**Subject:** RE: Not that you care....

Pursuant to School Board policy and administrative procedures, this e-mail system is the property of the School District of Collier County and to be used for official business only. In addition, all users are cautioned that messages sent through this system are subject to the Public Records Law of the State of Florida and also to review by the school system. There should be no expectation of privacy.

Tomorrow good for you? 2:30?

---

**From:** Kemper, Joe (Joseph)  
**Sent:** Tuesday, December 14, 2010 8:50 AM  
**To:** Stanley, John  
**Subject:** RE: Not that you care....

Pursuant to School Board policy and administrative procedures, this e-mail system is the property of the School District of Collier County and to be used for official business only. In addition, all users are cautioned that messages sent through this system are subject to the Public Records Law of the State of Florida and also to review by the school system. There should be no expectation of privacy.

You're kidding... I was just about to email you. The bylaws you gave me are awesome, very organized and straightforward. I have several questions and things I might like to tweak, but I would like to discuss them with you first. I hate to keep asking you to come over, but I need your expertise. Thursday I will be off-campus in the afternoon. Let me know what afternoon is good for you. Thanks for keeping me in the loop, John!

---

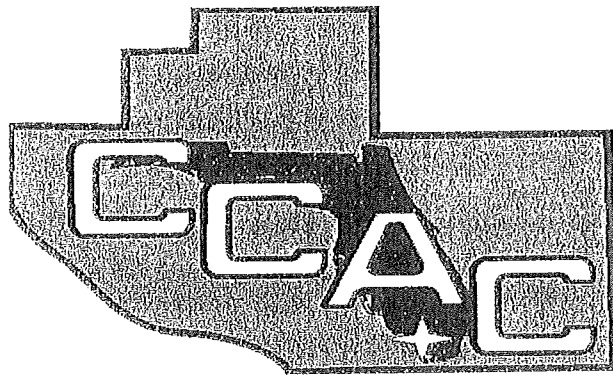
**From:** Stanley, John  
**Sent:** Tuesday, December 14, 2010 8:38 AM  
**To:** Kemper, Joe (Joseph)  
**Subject:** Not that you care...

Pursuant to School Board policy and administrative procedures, this e-mail system is the property of the School District of Collier County and to be used for official business only. In addition, all users are cautioned that messages sent through this system are subject to the Public Records Law of the State of Florida and also to review by the school system. There should be no expectation of privacy.

LOL...but know one of our friends is asking for me to be removed from the CAAA Board...just trying to give you ammo to move forward!!

EXHIBIT F

# Collier County Athletic Conference Officials Association



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# COLLIER COUNTY ATHLETIC CONFERENCE OFFICIALS ASSOCIATION

## 1.1 NAME

The name of this organization is "Collier County Athletic Conference Officials Association."

### 1.1.1 Common References

This organization is commonly referred to as the "Collier County Athletic Conference," the "Officials Association," or the "CCACOA."

### 1.1.2 Location of Office

The CCACOA office is located in Naples, Florida.

### 1.1.3 Type of Organization

The CCACOA is a voluntary association created under the auspices of the Collier County Public School District, a Florida governmental agency, its Board and Superintendent (hereinafter referred to as the "District"). It operates under the policies and procedures set out by the District and those set out below.

## 1.2 PURPOSE

The CCACOA provides for the supervision, development and promotion of contest officials for interscholastic athletic programs as directed by the District. It is recognized that participation in interscholastic athletic programs enriches the education of the students in the District. To that end, the District, through CCACOA seeks to provide the student-athletes with opportunities to compete equitably and in a sportsmanlike manner.

## 2.1 OBJECTIVES

To achieve its purpose, the CCACOA will:

- a) Provide for the recruitment, training, assignment and supervision of contest officials who may be assigned to contests by the District.
- b) Cooperate with the Florida High School Athletic Association, the National Federation of High Schools and the Florida Department of Education.
- c) If possible, offer CCACOA officiating services to non-District schools.
- d) Encourage cooperation, sportsmanship and understanding between coaches, athletes, fans and officials.

## 3.1 ORGANIZATION

### 3.1.1 District Authority

The CCACOA is under the direction and authority of the District. CCACOA is subject to the District's rules, regulations, policies and procedures, now in place or hereafter enacted, as well as the policies set out herein.

### 3.1.2 Coordinator of Officiating

The District shall determine the role, authority, duties and compensation of an individual to coordinate all officiating services provided by the CCACOA.

### 3.1.3 Other Services

The District, along with the recommendation of the Coordinator of Officiating, may contract with other individuals to provide services to CCACOA.

### 3.1.4 Contest Officials

CCACOA may register and contract with individual contest officials in the sports where they are needed under the following conditions:

- a) Each official is an independent contractor.
- b) Each official is currently registered and in good standing with the FHSAA in the sport he/she seeks to officiate.
- c) Each official has passed a background screening pursuant to the "Jessica Lunsford Act" and meets the criteria of the District.
- d) No official shall have any right, title, interest or privilege with respect to any assignment. Any such assignment is at the sole and exclusive decision of the Coordinator of Officiating or his/her delegate.
- e) Each official is responsible for obtaining and maintaining insurance for injuries and liability. Proof of such insurance being in place is a prerequisite for assignment.
- f) Each official is responsible for providing his/her uniform and equipment and keeping the same in a clean, neat and serviceable condition.
- g) An individual official's failure to comply with the rules, regulations, policies or procedures of the CCACOA or the FHSAA may be subject to sanction. A sanction may include, but is not limited to, one or more of the following: removal of games, suspension, and monetary fine. The Coordinator of Officiating is responsible for determining whether a violation has occurred and what sanction(s) to impose.

## 4.1 PROCEDURES

### 4.1.1 Authority of CCACOA

The Coordinator, in conjunction with the District, shall have the authority, subject to the rules, regulations, policies and procedures of the District, to develop and implement policies and procedures to facilitate the purpose or operation of CCACOA.

### 4.1.2 Compliance with FHSAA Bylaws, Policies and Procedures

The CCACOA will comply with the FHSAA bylaws, policies and procedures currently in place. The CCACOA will seek the approval of the FHSAA when deviations are deemed necessary.

## 5.1 INDIVIDUAL SPORTS

### 5.1.1 Officials Organized By Sport

Each sport in which officials are assigned shall be organized separately.

### 5.1.2 Officials Within a Sport

Each official who meets the criteria set out herein and who is currently registered with CCACOA and the FHSAA in a sport(s) will be considered an official in that sport. Such official will enjoy any privileges of that sport group as long as he/she maintains active registration in good standing with both CCACOA and the FHSAA.

### 5.1.3 Meetings

The Coordinator of Officiating will set out the meeting schedule for each sports officials group. Any meeting will be conducted under Roberts Rules of Order.

#### 5.1.4 Officers of Individual Sport Groups

Each individual sport group within CCACOA shall elect two (2) officers annually. The first election will be held for the Chair. The second election will be for Secretary. Any official who is registered as in 5.1.2 in a sport group may be elected and may vote.

#### 5.1.5 Term of Officers

Elections for each office will be held annually. Each Officer in each sport group shall be elected at the last meeting of the sports season. Such officer's term begins upon election and ends at the election the following year.

Initially, the officers for the first year will be elected at the initial meeting as the first item of business. Thereafter, elections will be held as above.

#### 5.1.6 Duties of Officers

- a) The Chair will preside at all meetings of the sport group. The Chair shall cast a vote on all matters that come up unless prevented by a conflict of interest. Except when assigned by the Coordinator of Officiating, the Chair has no other duties.
- b) The Secretary will take detailed minutes of any meeting of the sport group. He/she will file the approved minutes with the Coordinator of Officiating upon their approval. He/she shall be responsible for any correspondence sent or received by the sport group. Except where assigned by the Coordinator of Officiating, the Secretary has no other duties.

#### 5.1.7 Advisory Committee Structure

The CCACOA will maintain a committee structure as currently outlined by the FHSA. Each official who meets the criteria of 5.1.2 is eligible for selection to a committee. Each sport group will have the following committees: Training, Evaluation and Recommendation.

The CCACOA will maintain the following two (2) committees that will cover all sport groups: Assignment and Grievance. Each official who meets the criteria of 5.1.2 is eligible for selection to either of these two committees. These two committees' responsibilities will cover all sports.

### 6.1 OFFICIALS CONTEST ASSIGNMENTS

#### 6.1.1 Assignment Authority

The CCACOA reserves the right to appoint individual(s) to assign officials to contests. The District, through the Coordinator of Officiating, shall have the sole and complete authority to appoint individuals to assign contests.

#### 6.1.2 Criteria for Assignment

In addition to the requirements for officials set out herein, the CCACOA will take into consideration many factors in making contest assignments. Including, but not limited to, the FHSA assignment guidelines and any other factors the CCACOA considers relevant.

#### 6.1.3 No Guarantee of Assignment

Registration and compliance with the prerequisites herein do not guarantee receiving assignments. No official has any rights in receiving or keeping any assignment. Assignments may be changed, altered or cancelled by the Coordinator of Officiating or sport assignor in their sole discretion.

#### 6.1.4 Missed Assignments

An official who fails to show up for a contest may be sanctioned. Such sanction may include, but is not limited to, removal from the schedule, suspension of registration, monetary fine or other sanction. Any sanction may be combined with others if deemed appropriate. The Coordinator of Officiating is responsible for investigating any such failure to show and will impose any sanction(s) deemed appropriate.

## 7.1 MISCELLANEOUS

### 7.1.1 Officials Contacting FHSAA

No official is to contact the FHSAA on any matter, other than his/her individual registration, testing or ejection matters. All matters pertaining to rules, mechanics, etc. are to go through the office of the Coordinator of Officiating.



# FLORIDA SPORTS OFFICIALS

*d/b/a COLLIER OFFICIALS GROUP*

## **OPERATING POLICIES and PROCEDURES for COLLIER OFFICIALS GROUP**

### **Section 1**

#### **1.1 Business Name**

Florida Sports Officials, a Florida Limited Liability Company is doing business in Collier County, Florida as Collier Officials Group.

##### **1.1.1 Common References**

These organizations are commonly referred to as "Florida Sports Officials" or "FSO" and "Collier Officials Group" or "COG."

##### **1.1.2 Location of Office**

FSO and COG's office is located in Naples, Florida.

##### **1.1.3 Type of Organization**

COG is a wholly owned d/b/a of Florida Sports Officials, LLC (FSO), a Florida Corporation, hereinafter referred to as "COG." It operates under the policies and procedures set out herein.

#### **1.2 Purpose**

COG provides for the supervision, development and promotion of contest officials for athletic programs as directed by management. It is recognized that participation in interscholastic athletic programs enriches the education of the students. To that end, COG, seeks to assist in providing student-athletes with opportunities to compete equitably and in a sportsmanlike manner.

**EXHIBIT**   H

## **Section 2**

### **2.1 Objectives**

To achieve its purpose, COG will:

- (a) Provide for the recruitment, training, assignment and supervision of contest officials who may be assigned to contests by COG;
- (b) Cooperate with the Florida High School Athletic Association (FHSAA), the National Federation of High Schools (NFHS), the Collier County Public School District (CCPS), Private School members of the FHSAA, the Florida Department of Education and other administrative bodies as applicable; and
- (c) Encourage cooperation, sportsmanship and understanding between coaches, athletes, fans and officials.

## **Section 3**

### **3.1 Organization**

#### **3.1.1 COG Authority**

COG is under the direction and authority of FSO. COG is subject to rules, regulations, policies and procedures, now in place or hereafter enacted, as well as the policies set out herein. COG, in its discretion, has the sole authority to enact policies and procedures to accomplish the purpose and objectives set out herein.

#### **3.1.2 Coordinator of Officiating**

COG shall determine the role, authority, duties and compensation of an individual to coordinate all officiating services provided by COG. That individual shall have the title "Coordinator of Officiating."

#### **3.1.2 Other Services**

Besides the Coordinator of Officiating, COG may choose to contract with other individuals to provide services to COG (i.e. an Assigner(s) for the individual sports).

### 3.1.3 Contest Officials

COG may register and contract with individual contest officials in the sports where they are needed under the following conditions:

- (a) Each official is an independent contractor and shall annually complete registration with COG, remit any required registration fee and execute an independent contractor agreement;
- (b) Each official is currently registered and in good standing with the FHSAA in the sport he/she seeks to officiate;
- (c) Each official has passed a background screening pursuant to the "Jessica Lunsford Act" and meets the criteria of the Collier County Public School District (CCPS) relative to such;
- (d) No official shall have any right, title, interest or privilege with respect to any assignment or any asset of COG or FSO. Any such assignment is at the sole and exclusive decision of the Coordinator of Officiating or his/her delegate.
- (e) Each official is responsible for obtaining and maintaining insurance for injuries and liability. Proof of such insurance being in place is a prerequisite for assignment.
- (f) Each official is responsible for providing his/her uniform and equipment and keeping the same in a clean, neat and serviceable condition.
- (g) An individual official's failure to comply with the rules, regulations, policies or procedures of COG or the FHSAA may be subject to sanction. A sanction may include, but is not limited to, one or more of the following: removal from games, removal from an office or a committee and/or a monetary fine. The Coordinator of Officiating is responsible for determining whether a violation has occurred and what sanction(s) to impose.

## **Section 4**

### **4.1 Procedures**

#### **4.1.1 Authority of COG**

COG Management shall have sole authority, subject to the rules, regulations, policies and procedures herein, to develop and implement policies and procedures to facilitate the purpose or operation of COG.

#### **4.1.2 Compliance with FHSAA Bylaws, Policies and Procedures**

COG will comply with FHSAA bylaws, policies and procedures. COG will seek the approval of the FHSAA when deviations are deemed necessary.

## **Section 5**

### **5.1 Individual Sports Groups**

#### **5.1.1 Officials Organized By Sport**

Each sport in which officials are assigned shall be organized separately.

#### **5.1.2 Officials Within a Sport**

Each official, who meets the criteria set out herein and who is currently registered with COG and the FHSAA in a sport(s), will be considered an official in that sport. Such official will enjoy any privileges of that sport group as long as he/she maintains active registration in good standing with both COG and the FHSAA.

#### **5.1.3 Meetings**

The Coordinator of Officiating, or his/her designee, will set out the meeting and training schedule for each sports officials group. Any such meeting(s) will be conducted under Roberts Rules of Order.

#### **5.1.4 Officers of Individual Sport Groups**

Each individual sport group within COG shall elect two (2) officers annually. The first election held will be for Chair. The second election will be for Secretary. Any official who is registered as in 5.2.2 in a sport group may be elected and may vote. To be elected, an individual must obtain a majority of all votes cast. If, with more than two candidates running, no single person receives the required majority, the two individuals receiving the most votes will stand for a run-off election. Voting may be by absentee ballot on a form approved by COG.

#### **5.1.5 Term of Office**

Elections for each office will be held annually. Each Officer in each sport group shall be elected at the last meeting of the sports season for the following year. Such officer's term begins upon election and ends at the subsequent election the following year.

Initially, the officers for the first year will be elected at the initial meeting as the first item of business. Thereafter, elections will be held as above.

#### **5.1.6 Duties of Officers**

- (a) The Chair will preside at all meetings of the sport group and is responsible for following the agenda for the meeting. The Chair shall cast a vote on all matters that come up unless prevented by a conflict of interest. Except where assigned by the Coordinator of Officiating, the Chair has no other duties.
- (b) The Secretary will take detailed minutes of any meeting of the sport group. He/she will file the approved minutes with the Coordinator of Officiating upon their approval. He/she shall be responsible for any correspondence sent or received by the sport group. Except where assigned by the Coordinator of Officiating, the Secretary has no other duties.

#### **5.1.7 Advisory Committee Structure**

COG will maintain, at a minimum, the committee structure as currently outlined by the FHSA. Each official who meets the criteria of 5.2.2 is eligible for selection to a committee. Each sport group will have the following committees: Training, Evaluation and Recommendation.

COG will maintain the following two (2) committees that will cover all sport groups: Assignment and Grievance. Each official who meets the criteria of 5.2.2 is eligible for selection to either of these two committees. These two committees'

responsibilities will cover all sports. The grievance committee shall have five (5) members and three (3) members shall constitute a quorum.

The assignment committee shall also have two school representatives (one public, one private) who will be appointed by the contracted schools and who will be non-voting members.

## **Section 6**

### **6.1 Contest Assignments**

#### **6.1.1 Assignment Authority**

COG reserves the right to appoint individual(s) to assist the Coordinator of Officiating in assigning officials to contests. COG, through the Coordinator of Officiating, shall have the sole and complete authority to appoint individuals to assign contests.

#### **6.1.2 Criteria for Assignment**

In addition to the requirements for officials set out herein, COG will take into consideration many factors in making contest assignments, including, but not limited to, the FHSAA assignment guidelines and any other factors COG considers relevant.

#### **6.1.3 No Guarantee of Assignment**

Registration and compliance with the prerequisites herein do not guarantee receiving assignments. No official has any right(s) in receiving or keeping any assignment. Assignments may be changed, altered or cancelled by the Coordinator of Officiating or sport Assigner in their sole discretion.

#### **6.1.4 Missed Assignments**

An official who fails to show up for a contest may be disciplined. Such discipline may include, but is not limited to sanctions in accordance with the disciplinary procedures set out in Section 7.1, *et seq.*, below. Any sanction may be combined with others if deemed appropriate. The Coordinator of Officiating is responsible for investigating any such failure to show and will impose any sanction(s) deemed appropriate.

## **Section 7**

### **7.1 Discipline**

#### **7.1.1 General Policy**

An official may be subject to discipline for violations of FHSAA rules, regulations, policies and/or procedures as well as policies or procedures of COG. Removal from any game assignment(s) does not automatically mean an official is being disciplined.

#### **7.1.2 Disciplinary Process**

Prior to initiating any disciplinary action, except action that must be taken in an emergency situation, a written referral for discipline must be received by COG and notice the referral and a true copy (with any attachments) provided to the official in question.

When time and circumstances permit (i.e. not an emergency or when action must be taken immediately, which shall be in the sole discretion of COG) the Coordinator of Officiating, or his/her designee, shall investigate the circumstances that may lead to an official being disciplined and then report his/her findings to COG management prior to the imposition of any disciplinary action.

If action is taken due to an emergency, then the official in question shall be informed of the action(s) and the reason therefore as soon as is reasonably prudent, subject to any FHSAA or governmental agency or department rules or regulations.

Within ten (10) business days of the completion of such investigation, the Coordinator of Officiating shall meet with the official who is the subject of the referral for discipline at a mutually agreed time and place. The official, at his/her own expense, may have representation present throughout the grievance procedure.

At this meeting, the Coordinator of Officiating will inform the official of the circumstances that gave rise to the investigation, his findings and permit the official to offer any evidence and/or explanation relevant to the subject matter of the investigation prior to any decision and/or action in the matter.

The Coordinator of Officiating, will then decide what, if any, discipline to impose and shall advise the official of the outcome within two business days of any such decision, unless a longer or shorter time is agreed-to by the official and the Coordinator of Officiating. The agreed-to time period will then apply.

### **7.1.3 Penalties**

An official who is disciplined is subject to one or more of the following sanctions (not necessarily in the order below):

- (a) Verbal Reprimand
- (b) Written Reprimand
- (c) Reduction of Schedule
- (d) Monetary Fine
- (e) Suspension of Registration

### **7.1.4 Appeal of Discipline**

- (a) If, after meeting with the Coordinator of Officiating as herein, an official wishes to appeal any discipline imposed by the Coordinator of Officiating, such official may do so by submitting a letter to the Coordinator of Officiating stating what discipline is being appealed and the grounds therefore. Such letter must be delivered within five (5) business days after the disciplinary decision is imposed.
- (b) Absent consent of the official and unless emergency or unusual circumstances exist, disciplinary action, other than a verbal reprimand, will not commence until after the time for filing an appeal has expired.
- (c) Appeals will be heard by the Grievance Committee. Unless prevented by circumstances or pursuant to an agreement between the official and the Coordinator of Officiating, the committee shall hear the appeal as soon as reasonably practicable, but in any event, at the call of COG management such meeting shall be held within fifteen (15) business days from the filing of the appeal.
- (d) The Grievance Committee will, by majority vote at the conclusion of the hearing, decide to recommend upholding the discipline imposed or recommend reducing or eliminating all or part of the discipline. Such recommendation will be transmitted the next business day to COG management.
- (e) COG management will review the recommendation and may accept, modify or reject the recommendation and will advise the official and Coordinator of Officiating the next business day after receiving the written recommendation from the Grievance Committee. COG management has final authority and no further appeal is available.



## **Section 8**

### **8.1 Miscellaneous**

#### **8.1.1 Officials Contacting FHSAA**

No official is authorized by COG to contact the FHSAA on any matter, other than his/her individual registration, testing or ejection matters. Any other matters requiring contact with the FHSAA office, including, but not limited to, rules, mechanics, etc. are to go through the office of the Coordinator of Officiating.

## **Section 9**

### **9.1 Amendments**

#### **9.1.1 Right to Amend**

COG reserves the right to amend, modify, add, delete or otherwise alter these policies and procedures at any time, subject to the restrictions imposed by the FHSAA and any contractual agreements in place.

*(the remainder of this page intentionally left blank – end of document)*

4/25/11 "COLLIER COUNTY OFFICIALS"

\$12 MILEAGE FEE

1) PARKING FOR OFFICIALS

DESIGNATE SPOTS

JLA v. CCPS

OR

SCREENING FEES

CART TRANSPORTATION

WHEN WE ASSIGN

WHEN FBIA ASSIGNS

SGT N 9/2/10

2) LOCKER ROOMS CARDS w/ AD

IF YOU NEED THEM, GET CART  
TRANSP.

MEET w/ PRIT SCHOOLS

3) NO EXPECTATION OF FOOD

EVALUATIONS

DRINKS SHOULD BE PROVIDED

ANGEL-BASED

MEETING VENUES

1-103, 105, BDDM

\* NOTE TO ROGER

- END OF CASE

- NEW ORG + WHY

RECRUITMENT/TRAINING

ADVERTISING / GYMS, STADIUMS

5/5/11

DRAFT

FLORIDA SPORTS OFFICIALS, LLC  
(dba) COLLIER OFFICIALS GROUP

OFFICIATING CONTRACT

PARTIES

This Contract is between the **School Board of Collier County**, referred to as the **DISTRICT**, on behalf of Barron Collier HS, Everglades City School, Golden Gate HS, Gulf Coast HS, Immokalee HS, Lely HS, Palmetto Ridge HS and all Middle Schools in the District, referred to as the **SCHOOL**, and Florida Sports Officials, LLC (d/b/a Collier Officials Group) a Florida Limited Liability Corporation, and herein referred to as **COLLIER OFFICIALS GROUP** or **COG**. The parties agree that all officials are independent contractors.

EXCLUSIVITY

1.1 COG, exclusively, shall furnish the SCHOOL with all officials for all Florida High School Athletic Association (FHSAA) sanctioned contests for football, volleyball, basketball, soccer, wrestling, lacrosse, baseball, softball and any other sport where the FHSAA registers officials.

ASSIGNING

2.0 The parties agree that COG has the sole and exclusive right to assign contest officials to games at the SCHOOL, however the parties agree to strive to work cooperatively in assigning. To that end, the DISTRICT shall select one person to be a <sup>Non</sup> voting member on COG'S assignment committee and shall be the liaison between COG and the DISTRICT and the SCHOOL in matters pertaining to the assignment of contest officials by COG. ←

2.1 COG'S assigner(s) and the SCHOOL shall work cooperatively, utilizing both ARBITER® and SCHEDULE STAR® and/or C2C® in developing a roster of officials and a contest assignment sheet for each sport. Access to a finalized roster of officials shall be provided electronically or in writing by COG to the SCHOOL and regularly updated to reflect changes.

2.2.1 Each SCHOOL <sup>or</sup> shall have the option of requesting that any particular official(s) not be assigned to any the SCHOOL'S contests, both at home and away. Such requests need not include reasons for the request. ~~but such request may be made~~

2.2.2 A request submitted as in 2.2.1 above, should be written and include what sport(s) and level(s) (ex. Varsity Boys Basketball) it is to apply to.

2.2.3 COG will do its best to accommodate the SCHOOL'S request, however the SCHOOL, recognizes that emergency roster and assignment changes may become

EXHIBIT I

necessary and may occur. Therefore, it is also understood and agreed by the SCHOOL, that there may be extenuating circumstances involving the availability of qualified officials that may prevent COG from honoring the SCHOOL'S request as above and require the assignment of an official to a SCHOOL'S away game(s) the SCHOOL has requested not to have work their contests. In such an event, the COG assigner will contact the SCHOOL prior to the contest to explain the situation. The assigner will use best efforts to minimize these occurrences.

2.2.4 All such requests pursuant to 2.2.1 will be effective until the last listed sport's season is concluded or until the SCHOOL otherwise requests, but in any event will expire on June 1 of each year.

MM 31

2.2.5 Due to the general shortage of officials in the southwest Florida area in all sports, the SCHOOL will seek a waiver of the restrictions on officials set in sections 106(6) and 205.02(b) of the current FHSAA Officials Guidebook.

2.2.6 District tournament contests will be assigned in accordance with the current FHSAA Officials Guidebook.

### ASSIGNMENTS BY SPORT

3.0 COG shall furnish/assign the minimum number of officials for all contests as set forth in the current FHSAA Officials Manual, except when the SCHOOL requests COG to assign additional officials, with the following exceptions:

#### **FOOTBALL**

Junior Varsity and Freshmen  
25 second clock operators

5 officials/contest  
1 official/contest where 25 sec. clock  
is to be used

3.3.1 COG has the option of furnishing additional officials over and above the FHSAA minimum or what the SCHOOL requests at no cost to the SCHOOL.

### SCHEDULES

4.0 The SCHOOL shall provide COG with a written finalized sports schedule for each upcoming sports season at least 60 days prior to the first contest or start of each season in a sport, whichever occurs first.

4.1 COG and the SCHOOL shall work cooperatively in effecting schedule changes that take place after the sports schedules have been finalized. However, all requests to change or modify the schedule after the final schedule has been submitted must be made in writing to the assigner of the particular sport. COG recognizes that the SCHOOL faces numerous challenges, many of which are beyond the control of the SCHOOL, in creating

and finalizing a sports schedule. However, it is the SCHOOL'S responsibility to notify, in writing, COG in a timely manner of any and all modification(s) to a sports schedule.

**4.2 CANCELLATIONS:** In order not to be charged for a cancelled contest, the SCHOOL must notify the assigner in that sport of the cancellation at least 24 hours prior to the contest's start time. Exceptions to this policy are school closures and/or acts of God.

**4.2.1** Weather-related cancellations for outdoor contests must be reported by the SCHOOL to the COG Assigner in that sport at least three (3) hours prior to the scheduled start time in order to avoid paying all game and mileage fees.

3-1: 20-24  
25-V

w/w 1 hr

CANCELLATION FEE  
INSIDE 3 hours

### FEE SCHEDULE

**5.0 GAME FEES:** The SCHOOL shall pay officiating fees to COG according to the current FHSA maximum pay scale. (FHSA Officials' Guidebook Section 902.01, Fees.)

★ **5.1 MILEAGE:** The SCHOOL shall pay COG a travel allowance for each official requested by the SCHOOL of Twelve (\$12.00) dollars.

### BILLING AND PAYMENT

**6.0** COG shall invoice the SCHOOL at the end of each month for all fees for all contests played that month. The School agrees to remit payment immediately upon receipt of the invoice.

**6.1** Post-season contests shall be invoiced immediately after the conclusion of those events, and shall be payable by the SCHOOL immediately upon receipt of the invoice.

**6.2** All invoices are due upon receipt and will be subject to a late fee of 1.5 % per month on all balances outstanding more than 30 days.

### RESPONSIBILITIES TO OFFICIALS

**7.0** The SCHOOL is charged with the following responsibilities relative to contest officials when serving host for an athletic contest to which officials are assigned:

- (1) An authorized representative of the host school must greet the officials upon their arrival.
- (2) The host school shall provide a private, secure place for officials to park.
- (3) The host school should provide a secure dressing facility which affords privacy.
- (4) The host school should provide the officials access to private shower facilities.

- (5) The host school should provide the officials with refreshments (i.e., water and /or sports drinks) during halftime intermission and other appropriate times.
- (6) The host school must provide pre-game, halftime and post game security for the officials. A school official or principal's designee must escort officials to and from the playing field or court to prevent harassment.
- (7) The game administrator must indicate to the referee or umpire-in-chief his/her seat location should a situation develop where assistance is needed during a contest.
- (8) School personnel, including coaches, must not enter the officials' dressing facility while the officials are in attendance except when requested by the officials.

#### ENTIRE AGREEMENT

8.0 This agreement constitutes the entire agreement between the parties, and no revision or amendment to the agreement shall become binding on the parties unless it shall be reduced to writing, signed by both parties and attached hereto as an Exhibit.

#### APPLICABLE LAW AND VENUE

9.0 This agreement shall be interpreted under, and governed by, the laws of the State of Florida. Venue for any action arising from this agreement shall be in Collier County, Florida.

#### EFFECTIVE DATE

This contract shall remain in effect from June \_\_\_\_, 2011, through May 31, 20\_\_\_. Any modifications, additions or deletions to this contract shall be made in writing and with the approval of both parties.

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
FSO/COG Managing Member

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

Reviewed and Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
District General Counsel

REV. 5.3.2011

---

**From:** Kemper, Joe (Joseph)  
**Sent:** Thursday, May 05, 2011 2:31 PM  
**To:** 'Randy Merrill'  
**Subject:** RE: Fw:

FYI

<http://www.fhsaa.org/news/2011/0504>

Joe Kemper  
Coordinator, Interscholastic Athletics  
School Board of Collier County  
5775 Osceola Trail  
Naples FL 34109  
PH: 239 377-0509

EXHIBIT     K

72. DEALING FHSAA PHONE CONVERSATION

5.18.11

JUNE 10 FHSAA SENDS LETTER TO CAAA  
TO BE DE CERTIFIED

DUE TO FAILURE TO NEGOTIATE  
IN GOOD FAITH + FAILURE TO  
COMP.

JUNE 10-20 LETTER TO ALL OFFICIALS  
CERTIFYING A NEW GROUP  
HERE IS THE NAME OF  
THE GROUP TO REG.

JUNE 17 COG LETTER TO FHSAA  
SEEKING SANCTION FOR COG  
★ SUPPORTING LETTER FROM FHSAA

DETERMINE TRAINING NEEDS - FHSAA

JUNE 24 LETTER TO ALL OFFICIALS  
FROM FHSAA - REG w/ COG.

APPLICATION

★ ELECTRONICALLY?  
OVERNITE ?

6/16/11

6/16/11 EXHIBIT L

TO BE REC




**From:** Randy Merrill [mailto:randymerrill01@comcast.net]  
**Sent:** Monday, June 13, 2011 3:22 PM  
**To:** Kemper, Joe (Joseph)  
**Cc:** Bill Walker  
**Subject:** Re: Draft Letter

Joe,

It looks pretty good to me. I am sending you back a draft that makes the addition of FSO - since it is really the legal entity here - in red to easily see the change/addition. Otherwise, it works for us.

Randy

 **FSO suggested changes.docx**  
2 MB


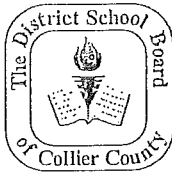
 **ATT00001.htm**  
4 KB

EXHIBIT M



OFFICE OF THE COORDINATOR  
Interscholastic Athletics  
Student Relations  
Collier County Public Schools  
5775 Osceola Trail  
Naples, FL 34109-0919  
(239) 377-0023 FAX (239) 377-0541

FSO EDIT

*Via email and U.S. Mail*

June 16, 2011

Dr. Roger Dearing, Executive Director  
FHSAA  
1801 NW 80<sup>th</sup> Blvd.  
Gainesville FL 32606-9176

Dear Dr. Dearing,

Over the past several months we have shared a number of communications regarding the failed negotiations between FHSAA member high schools under the jurisdiction of the School Board of Collier County, Florida and the Collier Athletic Arbiters Association (CAAA). The reasons for this failure have been well-documented. As you know, the agreement between the district and CAAA expired on May 31, 2011.

We have been in contact recently with a local group that is seeking to establish a contest officials' organization, namely Florida Sports Officials, LLC (FSO) d/b/a the Collier Officials Group (COG). The district strongly supports COG's application for a sanction from FHSAA for the 2011-2012 school year, and beyond.

Florida Sports Officials, LLC as the Collier Officials Group plans to serve Collier district schools and FHSAA member private high schools and middle schools located in Collier County, FL. FSO/COG has pledged that all FHSAA rules, regulations and guidelines concerning the conduct of certified officials associations will be followed. Further, the district and FSO/COG have agreed that this relationship will be collaborative and professional, and that decisions will be made in the best interests of the student-athletes of Collier County, FL.

#### COLLIER COUNTY CHARACTER EDUCATION TRAITS

Citizenship	Cooperation	Honesty	Kindness	Patriotism	Perseverance
Respect	Responsibility	Self-Control	Tolerance		

Again, Collier district schools strongly support the application for sanction on the part of Florida Sports Officials, LLC d/b/a the Collier Officials Group (COG). Please feel free to contact me if you need any further information. Thank you for your continued support.

Sincerely

Joe Kemper  
Coordinator, Interscholastic Athletics

Cc: Dr. Kamela Patton, Superintendent  
Allun Hamblett, Deputy Chief Administrative Officer  
Kevin Stockman, Director, Student Relations  
Dr. Peggy Jones, Asst. Executive Director, FHSAA

#### COLLIER COUNTY CHARACTER EDUCATION TRAITS

<i>Citizenship</i>	<i>Cooperation</i>	<i>Honesty</i>	<i>Kindness</i>	<i>Patriotism</i>	<i>Perseverance</i>
<i>Respect</i>	<i>Responsibility</i>	<i>Self-Control</i>	<i>Tolerance</i>		

# FLORIDA SPORTS OFFICIALS, LLC

(d/b/a) COLLIER OFFICIALS GROUP

## OFFICIATING CONTRACT

### PARTIES

This Contract is between the **School Board of Collier County**, referred to as the **DISTRICT**, on behalf of Barron Collier HS, Everglades City School, Golden Gate HS, Gulf Coast HS, Immokalee HS, Lely HS, Naples HS, Palmetto Ridge HS and all Middle Schools in the District, referred to as the **SCHOOL**, and **Florida Sports Officials, LLC (d/b/a Collier Officials Group)** a Florida Limited Liability Corporation, and herein referred to as **COLLIER OFFICIALS GROUP or COG**. The parties agree that all officials are independent contractors and agree as follows:

### EXCLUSIVITY

- 1.1 COG, exclusively, shall furnish the SCHOOL with all officials for all Florida High School Athletic Association (FHSAA) sanctioned contests for football, volleyball, basketball, soccer, wrestling, lacrosse, baseball, softball and any other sport where the FHSAA registers officials.

### ASSIGNING

- 2.0 The parties agree that COG has the sole and exclusive right to assign contest officials to games at the SCHOOL, however the parties agree to strive to work cooperatively in assigning. To that end, the DISTRICT shall select one person to be a non-voting member on COG'S assignment committee and shall be the liaison between COG and the DISTRICT and the SCHOOL in matters pertaining to the assignment of contest officials by COG.
- 2.1 COG'S assigner(s) and the SCHOOL shall work cooperatively, utilizing THE ARBITER® and SCHEDULE STAR® and/or C2C® in developing a roster of officials and a contest assignment sheet for each sport. Access to a finalized roster of officials shall be provided electronically or in writing by COG to the SCHOOL and regularly updated to reflect changes.
- 2.2.1 Each SCHOOL shall have the option of requesting that any particular official(s) not be assigned to any of the SCHOOL's contests, both at home and away. Such requests need not include reasons for the request.
- 2.2.2 A request submitted as in 2.2.1 above, should be written and include what sport(s) and level(s) (example: Varsity Boys Basketball) any such request is to apply to.

2.2.3 COG will do its best to accommodate the SCHOOL's request, however the SCHOOL recognizes that emergency roster and assignment changes may become necessary and may occur. Therefore, it is also understood and agreed by the SCHOOL, that there may be extenuating circumstances involving the availability of qualified officials that may prevent COG from honoring the SCHOOL'S request as set-forth above and may require the assignment of an official the SCHOOL has requested not to have work their contests to a SCHOOL'S away game(s). In such an event, the COG assigner will contact the SCHOOL prior to the contest to explain the situation. The assigner will use best efforts to minimize these occurrences.

2.2.4 All such requests pursuant to 2.2.1 will be effective until the last listed sport's season is concluded or until the SCHOOL otherwise requests, but in any event will expire at 11:59 p.m. on May 31<sup>st</sup> each year.

2.2.5 Due to the general shortage of officials in the southwest Florida area in all sports, the DISTRICT will seek a waiver from the FHSAA of the restrictions on officials set in sections 106(6) and 205.02(b) of the current FHSAA Officials Guidebook.  
205.02(b)

2.2.6 District tournament contests will be assigned in accordance with the current FHSAA Officials Guidebook.

### ASSIGNMENTS BY SPORT

- \* 3.0 COG shall furnish/assign the minimum number of officials for all contests as set forth in the current FHSAA Officials Manual, except when the SCHOOL requests COG to assign additional officials, with the following exceptions:

#### FOOTBALL

Junior Varsity and Freshmen	5 officials per contest
25-second Clock Operators	1 official per contest where a 25-second clock is to be used

- 3.3.1 COG has the option of furnishing additional officials over and above the FHSAA minimum, or what the SCHOOL requests, at no additional cost to the SCHOOL.

### SCHEDULES

- 4.0 Access to a finalized schedule of contests shall be provided electronically or in writing by SCHOOL to COG at least 60 days prior to the first contest and regularly updated to reflect changes.

- 4.1 COG and the SCHOOL shall work cooperatively in effecting schedule changes that take place after the sports schedules have been finalized. However, all

requests to change or modify the schedule after the final schedule has been submitted must be made in writing to the assigner of that particular sport. COG recognizes that the SCHOOL faces numerous challenges, many of which are beyond the control of the SCHOOL, in creating and finalizing a sports schedule. However, it is the SCHOOL'S responsibility to notify COG, in writing, in a timely manner of any and all modification(s) to a sports schedule.

- 4.2 CANCELLATIONS: The SCHOOL may cancel/postpone any contest for any reason provided COG's assigner in that sport is notified of the cancellation/postponement at least 24 hours prior to the contest's scheduled start time. There will be no charges or change fees for adding or rescheduling the contest at a later date when cancelled/postponed pursuant to this subsection. Exceptions to this subsection are school closures, emergencies and acts of God.

4.2.1 OUTDOOR CONTESTS (Football, Baseball, Softball, Soccer):

1. Weather-related cancellations for outdoor contests will be at NO COST to the SCHOOL if reported by the SCHOOL to the COG Assigner in that sport at least three (3) hours prior to the scheduled start time.
2. If a contest is cancelled inside of three (3) hours before the scheduled start time, AND the officials are on site, the SCHOOL will incur a cancellation fee\* plus travel. If the cancelled contest is rescheduled and played, the SCHOOL will be charged the full game fee plus a travel fee for the rescheduled contest.
3. If a contest is cancelled/postponed inside three (3) hours before the scheduled start time, AND the officials are not on the site, the SCHOOL will be charged only a travel fee. If the cancelled/postponed contest is rescheduled and played, the SCHOOL will be charged the full game fee plus a travel fee for the rescheduled contest.

Note: \*If all games of a multi-game schedule date are cancelled/postponed, only one cancellation fee will be charged.

For each requested and scheduled official, the cancellation fees referenced above are as follows:

Varsity contest	Twenty-Five dollars	(\$25.00) per official
Sub-varsity contest	Twenty dollars	(\$20.00) per official

### GAME FEE SCHEDULE

- 5.0 GAME FEES: The SCHOOL shall pay officiating fees to COG according to the current FHSAA maximum pay scale (FHSAA Officials' Guidebook, Section 902.01, Fees).
- 5.1 MILEAGE: The SCHOOL shall pay COG a travel fee allowance for each official requested by the SCHOOL of twelve dollars (\$12.00). For multiple contests at the same site on the same day with the same official(s) working more than one contest, SCHOOL shall pay only one travel fee per official requested as above.

### BILLING AND PAYMENT

- 6.0 COG shall invoice the SCHOOL on the first day of each month for all fees for all contests played the previous month. The School agrees to remit payment immediately upon receipt of any such invoice. Such invoice(s) may be sent electronically.
- 6.1 Post-regular season contests shall be invoiced immediately after the conclusion of those events, and shall be payable by the SCHOOL immediately upon receipt of such invoice.
- 6.2 All invoices are due upon receipt and will be subject to a late fee of 1.5 % per month on all balances outstanding more than thirty (30) calendar days.

### RESPONSIBILITIES TO OFFICIALS

- 7.0 The SCHOOL is charged with the following responsibilities relative to contest officials when serving as host for an athletic contest to which officials are assigned:
- (1) An authorized representative of the host school shall greet the contest officials upon their arrival.
  - (2) The host school should provide a private, secure place for officials to park.
  - (3) The host school should provide a secure dressing facility which affords privacy.
  - (4) The host school should provide the officials access to private shower facilities.
  - (5) The host school should provide the officials with refreshments (i.e., water and /or sports drinks) during halftime intermission and other appropriate times.
  - (6) The host school must provide pre-game, halftime and post game security for the officials. A school official or principal's designee must escort officials to and from the playing field or court to prevent harassment.
  - (7) The game administrator must indicate to the referee or umpire-in-chief his/her seat location should a situation develop where assistance is needed during a contest.
  - (8) School personnel, including coaches, must not enter the officials' dressing facility while the officials are in attendance except when requested by the officials.

**ENTIRE AGREEMENT**

8.0 This agreement constitutes the entire agreement between the parties, and no revision or amendment to the agreement shall become binding on the parties unless it shall be reduced to writing, signed by both parties and attached hereto as an Exhibit.


**APPLICABLE LAW AND VENUE**

9.0 This agreement shall be interpreted under, and governed by, the laws of the State of Florida. Venue for any action arising from this agreement shall be in Collier County, Florida.

**EFFECTIVE DATE**

10.0 This contract shall remain in effect from June 30, 2011, through May 31, 2014. Any modifications, additions and/or deletions to this contract must be made in writing and with the approval of both parties.

Executed in Naples, Collier County, Florida on the date(s) indicated below:


  
\_\_\_\_\_  
Superintendent

6/20/11  
\_\_\_\_\_  
Date Signed

  
\_\_\_\_\_  
FSO/COG Managing Member

JUNE 21, 2011  
\_\_\_\_\_  
Date Signed

Reviewed and Approved:

  
\_\_\_\_\_  
District General Counsel

June 20, 2011  
\_\_\_\_\_  
Date Signed