



January 23, 2020

Dear Members of the Arizona Hockey Community:

As Affiliate Counsel to Arizona Amateur Hockey Association (“AAHA”), USA Hockey’s Arizona Affiliate, we have been asked to respond on behalf of the AAHA Board to the January 22nd email from the Board of Directors of Arizona Hockey Referee Association (“AHRA”) that many of you have received.

First and foremost, the AAHA Board expresses its appreciation to the individual officials for your efforts in making Arizona hockey what it is today. Setting aside the politics of disputes between the two Boards, AAHA fully understands that the continued success of amateur hockey in Arizona is dependent upon your individual efforts and hard work. Officials are a necessary and critical component of the sport. In fact, it is this appreciation that drives the desire of AAHA to bring AHRA into the USA Hockey family. It may come as a surprise to many of you, and it is certainly not something shared with you by AHRA’s recent communication, but AHRA is NOT, and has NEVER BEEN, a USA Hockey member organization. Rather, AHRA insists, for unexplained reasons of its own, to operate outside of the USA Hockey family of organizations. Contrary to AHRA’s email, the AAHA Board is not trying to force some unusual change upon the officials, especially as each and every individual official is already mandated to be a member of USA Hockey. Instead, the purpose is to normalize the relationship between AHRA and AAHA/USA Hockey to ensure that the interests and concerns of AHRA, the officials, AAHA, its Members, and USA Hockey (and any disputes between any of them), will be governed by uniform bylaws, policies, and procedures within the infrastructure of USA Hockey in Arizona subject to the national mandates promulgated USA Hockey in Colorado Springs. It is commonplace for officiating organizations to be members of the involved affiliate. As such, AAHA is simply asking that AHRA come to the table as a member as many, if not most, other officiating organizations do throughout USA Hockey. What is unusual is AHRA’s insistence that it remain *outside* of USA Hockey even though everyone else involved is *within* USA Hockey.

That is why AHRA’s January 22nd email is so confusing. AHRA’s fears are completely unfounded if the proposed agreement and policies are actually read. Anyone who is interested may request copies and come to their own conclusions. AAHA’s goal is transparency and accountability, not to mention integrity, in one of the most critical components of hockey operations – officiating. Allowing a non-member, unaccountable to AAHA/USA Hockey, a

monopoly on such services is neither prudent nor in the best interests of AAHA's individual and organizational members. Notwithstanding, AAHA is still inviting AHRA to be the sole authorized officiating organization in Arizona provided it demonstrates its commitment to USA Hockey by becoming a member. Refusal suggests that the trust and confidence AAHA has consistently placed in AHRA may not be justified. At the same time, AAHA remains hopeful that AHRA will join to help build an even better Arizona hockey community within the USA Hockey framework. AHRA has a choice to make. But, to be clear, it is AHRA that desires to maintain a status that is unusual and inconsistent with the norms in USA Hockey.

There is no need to rehash or rebut the history that AHRA sets forth other than to say it is less than complete or accurate. It is certainly not AAHA's desire to further fuel this dispute. Rather, AAHA seeks resolution. In this regard, consider AAHA's responses, below, to AHRA's "Key Highlights" as we are sure you will agree that the agreement will be a benefit to AHRA and the officials:

AHRA and the officials will have more say and protection with respect to fees.

- Nobody disputes that uniform fee schedules are necessary to avoid appearances of bias and promote the integrity of the sport. The agreement requires that AHRA abide by the fee schedules. **This only puts on paper what is already being done and allows for a formal procedure for establishment of fees and enforcement of payment obligations.**
- Contrary to AHRA's claims, there is *nothing* that currently requires AAHA and AHRA to "negotiate and jointly agree" to fees or anything else. **As an Officiating Member Organization, AHRA will have the right to meet with AAHA on an annual basis to discuss the fee schedules and any changes the officials believe are appropriate.** It may also come as a surprise to many of you to learn that AHRA and AAHA/USA Hockey do *not* have any contract or formal agreement in place. This is in nobody's interest. Membership allows issues and disputes to be addressed internally and in a way consistent with AAHA/USA Hockey processes rather than through the courts. USA Hockey exists for many reasons – providing uniform processes for meaningful and expedient conflict resolution and accountability while fostering the growth of the sport is one of them. Membership will serve AHRA well.
- The AAHA Board will also be ***required to consider input from the Officiating Member Organization.*** This is not currently required. Of course, AAHA has a very good reason to make sure that the fee schedules are acceptable to the officials. Without officials willing to provide services for the uniform fee, there can be no hockey. At the same time, those fee schedules must be consistent with the budgetary realities of other AAHA Member Organizations. Having an infrastructure to address the establishment of fair, but also responsible, uniform fee schedules is absolutely necessary for all parties.
- Contrary to AHRA's claims, there are no proposed changes that increase the time to pay invoices to 30 days. **AAHA policy will require that invoices be paid within 15 days.** Given that ***AHRA already collects and holds your money*** so that you receive only one

monthly check, this should not affect the individual officials at all. At the most, it means that **AHRA** holds *your* money for about 5 less days.

- Signing the agreement will give officials a forum to enforce non-payment by Member Organizations. You may not be aware, but under Article 3 of the AHRA Bylaws, AHRA ***“is not and will not act as a collection agency for outstanding financial obligations. Collection of outstanding financial obligations for officials lies with the official.”*** Thus, according to AHRA’s Bylaws, if you are not paid, it is up to you to take action against the non-paying Member Organization.
- **Entering into the agreement will give AAHA the ability to hear claims of non-payment and to discipline offending Member Organizations.** It also means that AHRA’s voice, on behalf of the officials, will be heard on the AAHA Board when such discipline is being considered.

AHRA will still exist and govern its own affairs.

- AAHA is not threatening to “disband” AHRA. ***AAHA has no ability to disband AHRA.*** It is not clear how AHRA could have arrived at this conclusion. With all due respect to AHRA’s Board, this claim is factually and legally false.
- AHRA will continue as a separate entity overseeing the officials. In fact, the proposed agreement expressly states that AHRA **“shall remain a separate entity from AAHA, with complete authority to conduct its affairs and programs”** subject only to the same rules governing everyone else in USA Hockey sanctioned events in Arizona. Will AHRA be required to abide by the AAHA/USA Hockey mandates in conducting its affairs? Yes, just like everyone else in Arizona.
- AAHA is asking AHRA to become an *Officiating* Member Organization. Under the AAHA Bylaws and policies, Officiating Member Organizations maintain much more autonomy than Member Organizations. This allows officials to remain free from claims of bias while still ensuring that all aspects of hockey in Arizona remain within the exclusive jurisdiction of the USA Hockey Affiliate.
- AHRA suggests that AAHA is looking to unreasonably sanction and discipline officials. It is reckless, to say the least, that AHRA would predict that any future disciplinary action would be “unreasonable” or somehow inappropriate. USA Hockey has a well-established discipline and appeal protocol to protect against unfair or inappropriate sanctions or discipline. ***See USA Hockey Bylaw 10.*** In any event, AAHA already has jurisdiction over disciplinary proceedings in Arizona, subject to appeals to USA Hockey. Further, SafeSport, a United States Olympic Committee program, maintains concurrent jurisdiction over a variety of personnel and occurrences in Arizona under federal law. Any suggestion that officials will be subjected to “unreasonable” sanctions and discipline despite the existing panoply of safeguards, organizations, review and appeal processes, and the like is simply incorrect.

AHRA will be guaranteed a director seat to ensure that AAHA does not make changes without input from AHRA.

- AHRA claims that AAHA will get “full autonomy to institute any changes” without any input from AHRA or its officials. **Actually, the agreement does the *exact opposite*.**
- Presently, AHRA has no legal right to seat a director on the AAHA Board. Officiating Member Organizations obtain a benefit that AHRA does not currently enjoy – a **guaranteed seat on the AAHA Board of Directors**. Although AAHA currently allows AHRA a seat on its Board, that is voluntary and not required. Membership will ensure that AHRA maintains a seat on the AAHA Board. Does this sound like AAHA is disinterested in what AHRA has to say? Of course not.
- In fact, AAHA specifically asked for AHRA’s input in the agreement that AHRA now objects to. **AAHA incorporated that input both into the agreement and updated policies governing officials**. While it is correct that some of what AHRA requested has been rejected, it is only because AAHA must serve the best interests of hockey in Arizona and of its greater membership. Certain proposed changes by AHRA were inconsistent with these interests. The terms presently proposed are consistent with those elsewhere in USA Hockey. In fact, the present form of the agreement, which AHRA refuses to sign, was modeled after the agreements in place in both Texas and Colorado.

Why is this happening now?

As you may be aware, AAHA has spent the last year or so reviewing its governing documents, some of which were decades old and very outdated, to reflect its established operations. In doing so, AAHA amended its Board composition to provide for something that did not previously exist – a guaranteed seat for an “Officiating Director.” However, that director can only be seated by an Officiating Member Organization. That is the reason for the agreement. This has been explained to AHRA.

AHRA suggests that AAHA is unreasonable. However, AAHA is entitled to decide how it wishes to operate, and it wishes to do so in a way that includes all voices that make up the sport of hockey consistent with how other USA Hockey affiliates function. That is why AAHA has specifically sought to **include** AHRA as an Officiating Member Organization. At the same time, everything AAHA is proposing is consistent with the existing relationship. For reasons that are unclear, AHRA’s Board simply does not want to participate despite being invited and encouraged to do so. Change can be difficult, and challenging. But this change is needed and consistent with the best interests of the entire USA Hockey family in Arizona.

What happens if AHRA does not agree?

The AAHA Board is hopeful that this is merely a misunderstanding and that, with the above clarifications, the agreement will be signed and everything will continue seamlessly. AAHA is dedicated to continuing to make the relationship work. But it must work responsibly.

If AHRA chooses to remain outside of USA Hockey, AAHA will not “disband” AHRA, and AAHA intends to continue the status quo through the present season. However, beginning next season, AAHA will be forced to consider all options to ensure that officiating continues. There is nothing that prevents another association of USA Hockey-sanctioned officials from seeking status as an Officiating Member Organization. Alternatively, consistent with its status as the Affiliate with exclusive jurisdiction over the sport of hockey in Arizona as granted by USA Hockey, AAHA could theoretically provide the same administrative functions (payment collection/distribution and scheduling) as AHRA presently provides. In fact, given AAHA’s existing infrastructure as the Affiliate, AAHA may be able to do everything AHRA does at less cost while maintaining (or even increasing) the fees paid to officials. To be clear, that is not what AAHA desires. Quite the contrary. The choice is not AAHA’s, it is AHRA’s. But depending on AHRA’s choice, AAHA will be required to act.

In any event, the only certainty going forward is that AAHA is committed to ensuring that the sport of hockey will continue to operate in Arizona in a manner that benefits all the individuals who play as well as parents, coaches, and officials. AAHA has a duty to provide for an infrastructure that is sound and certain to provide required services to all of its Member Organization’s hockey operations. Bringing the officiating organization, AHRA, into the USA Hockey family in Arizona is not only the prudent course of action but a necessary one. Allowing a non-member, operating outside of USA Hockey, to maintain a monopoly over critical services, would be irresponsible.

AAHA will move forward, responsibly. On behalf of the AAHA Board, we extend our hand to AHRA to join us.

We hope that this response provides clarity.

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