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Enactment Date	6/30/2021 er



# Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Sondra Aguilera, Chief Academic Officer

**Meeting Date** June 30, 2021

**Subject** Agreement - East Bay Football Officials Association - Oakland Athletic League - Community Schools and Student Services Department

**Ask of the Board** Ratification by the Board of Education of an Agreement between the District and East Bay Football Officials Association (EBFOA), Oakland, CA, for the latter to provide football officials for all levels of games by the member schools, for the period of May 1, 2021 through June 30, 2023, in an amount not to exceed \$94,800.00.

**Background** Every high school football game needs at least five officials working each game which allows our high school students to participate in quality athletics. This will allow our students to play at a competitive level while staying within the rules of the game.

**Discussion** East Bay Football Officials Association (EBFOA) has met the accreditation requirements required by the NCS and State CIF. An important part of the accreditation program is for varsity qualified officials to have at least eighteen hours of instruction and pass a certification examination with a score at least 80%.

**Fiscal Impact** Funding Resource 0000/General Purpose Unrestricted in the amount of \$94,800.00

**Attachment(s)**

- East Bay Football Officials Association Agreement
- Certificate of Liability Insurance



5534 Golden Gate Ave. Oakland, CA 94618  
 Voice: 510-719-9207 Fax: 510-652-7756

**Schedule of Fees and Conditions**

The East Bay Football Officials Association (EBFOA) and the Oakland Unified School District (OUSD) on behalf of the Oakland Athletic League (OAL) agree the EBFOA will provide football officials for all levels of games by the member schools for the time period from May 1, 2021 through June 30, 2023.

**FEE SCHEDULE  
 REGULAR SEASON GAMES**

The two parties further agree the fees for the assignment and payment of game officials will be as follows:

	<u>2021</u>	<u>2022</u>	<u>2023</u>
Varsity	\$85 per official	\$90 per official	\$90 per official
Non/varsity	\$65 per official	\$70 per official	\$70 per official
Admin Fee	\$250 per school	\$250 per school	\$250 per school

**FEE SCHEDULE  
 POST SEASON PLAYOFF GAMES**

	<u>2021</u>	<u>2022</u>	<u>2023</u>
Playoff Official	\$100 per official	\$105 per official	\$105 per official
Alternate	\$70 per official	\$75 per official	\$75 per official
Chain Crew	\$30 per official	\$35 per official	\$35 per official

The total not-to-exceed amount under this contract shall be \$94,800.00.

**CONDITIONS**

The \$250 Administrative Fee will be assessed each school in the league and will be submitted by the league commissioner at the end of the season. This fee covers the administrative costs of assigning officials to all levels and the payment of officials by the EBFOA and relieves the schools from having to write individual checks for each official for each game.

The EBFOA will provide five (5) officials for varsity games; four (4) officials for non-varsity games.

The bill for the entire home game schedule will be rendered at the start of the football season. This can be used for budgetary planning and a means to begin the school's purchase order process. An invoice containing the dates, times, locations of the games, and a total amount due to the EBFOA will be addressed to the League Commissioner and sent after the last game of the season.

OUSD shall pay invoices within 60 days of receipt, but no later than December 1<sup>st</sup> each year.

Changes in games or officials affecting the billing will be reimbursed to the League Office by the EBFOA Administrator. The League will not be billed for changes made 48 hours in advance.

The EBFOA has met the accreditation requirements required by the NCS and State CIF. An important part of the accreditation program is for varsity qualified officials to have at least eighteen (18) hours of instruction and pass a classification examination with a score of at least 80%.

The EBFOA is governed under a Constitution and By-Laws and Policies by a Board of Directors of seven who are elected by the general membership for a three year (3) period. Two members are elected each year. This provides continuity for the organization.

The Referee, by EBFOA policy, is required to submit ejection, concussion, or unusual game situation reports to the Administrator who in turn will share this information with the League Commissioner and the North Coast Section. These reports are due to the Administrator by Monday following the weekend of games and will be forwarded no later than Tuesday.

The OAL will be contacted for schedules by the first week in May of each year. In addition, the OAL will be asked to provide contact information for the Athletic Director and Head Coach. This information should consist of home and mobile telephone numbers and FAX numbers.

The EBFOA uses a web based assignment process called "Arbiter". The Assigner is responsible for the initial assignments, any changes, corrections or cancelations. The Assigner will provide the Commissioner's Office with access to "Arbiter" so it can verify that their home games are listed properly and have a crew assigned.

The EBFOA will provide officials, at no charge, for those schools that hold a varsity scrimmage at home prior to the start of pre-league play.

The OUSD is responsible for:

- The provision of accredited medical personnel for each game.
- An Administrator or designee for side line control. By rule, there shall be a maximum of three coaches in the restricted zone prior to the snap. They must vacate the zone while the ball is alive.
- Fields that are playable, properly marked, and safely equipped.
- The provision of competent chain crews and timers.

All games will be officiated using the National Federation of High School Associations Rule Book. The EBFOA and the OAL must agree upon any exceptions not covered in the rulebook in advance and in writing.

This agreement may be terminated by either party with 30 days written notice.

#### **Insurance and Indemnification:**

To the fullest extent permitted by California law, each Party ("Indemnifying Party") shall indemnify, defend, and hold harmless the other, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("Indemnified Party") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of Indemnifying Party's performance of this Agreement.

EBFOA shall maintain Commercial Liability Insurance, with limits of at least one million dollars (\$1,000,000) per occurrence. The coverage shall name OUSD as an additional insured with an additional insured endorsement provided to OUSD within 15 days of effective date of this Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement. Evidence of insurance shall be attached to this Agreement or otherwise provided to OUSD upon request.

EBFOA shall perform all services in accordance with any COVID-19 related federal, state, and/or local orders, and shall immediately follow all OUSD directives regarding health and safety protocols (including but not limited to face coverings, social distancing, completion of health screenings, notice of COVID-19 positive status, participation in contact tracing efforts, etc.)

Agreed to by:



\_\_\_\_\_  
Andrea Bustamante  
Executive Director of Community Schools  
Student Services

Date: June 4, 2020



\_\_\_\_\_  
Leon R. Monroe, Administrator  
East Bay Football Officials Association

Date: 6/4/2021

Approved as to form by OUSD  
Staff Attorney Joanna Powell  
on 6/4/2021.



Shanthy Gonzales, President,  
Board of Education 7/1/2021



Kyla Johnson Trammell, Secretary  
Board of Education 7/1/2021



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/04/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> American Specialty Insurance & Risk Services, Inc. dba A.S.I.R.S.I. Insurance Agency 7609 W. Jefferson Blvd., Suite 100 Fort Wayne IN 46804		<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____	
<b>INSURED</b> National Association of Sports Officials (NASO) 2017 Lathrop Avenue Racine WI 53405		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Arch Insurance Company <b>NAIC #</b> 11150 <b>INSURER B:</b> _____ <b>INSURER C:</b> _____ <b>INSURER D:</b> _____ <b>INSURER E:</b> _____ <b>INSURER F:</b> _____	

**COVERAGES**

CERTIFICATE NUMBER: 1001860049

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

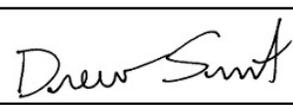
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: OTHER			SBCGL0279703	08/01/2020	08/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

- Coverage applies to EAST BAY FOOTBALL OFFICIALS ASSOCIATION, 5534 GOLDEN GATE AVENUE, OAKLAND, CA 94618.

- The certificateholder shall be an additional insured, but only with respect to the operations of the Named Insured, and subject to the provisions and limitations of Form CG 2026 - Additional Insured - Designated Person or Organization, effective June 04, 2021.

**CERTIFICATE HOLDER****CANCELLATION**

Oakland Unified School District Attn: Risk Management  1000 Broadway, Ste 440  Oakland CA 94607	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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