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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 Contract for Provision of Basketball Officials – East Bay Basketball Officials Association – Oakland Athletic League – Community Schools and Student Services Department

Ask of the Board Approval by the Board of Education of Contract for the Provision of Basketball Officials between the District and East Bay Basketball Officials Association, Oakland, CA, for the latter to provide crews of officials for scheduled Oakland Athletic League basketball games for the period May 1, 2021 through June 30, 2024 in an amount not to exceed \$204,000.00.

Background Qualified officials are required to officiate high school basketball games.

Discussion The East Bay Basketball Officials Association (EBBOA) is a non-profit organization comprised of individuals dedicated to enriching the athletic and academic experience of high school students throughout the East Bay. EBBOA has successfully worked with Oakland Athletic League in the past.

Fiscal Impact Resource 0000/Unrestricted in the amount of \$204,000.00

Attachment(s)

- Contract for the Provision of Basketball Officials



East Bay Basketball Officials Association

CONTRACT BETWEEN

OAKLAND UNIFIED SCHOOL DISTRICT (OUSD)

And the

EAST BAY BASKETBALL OFFICIALS ASSOCIATION (“EBBOA”)

I. Term: The term of the contract is from May 1, 2021, through June 30, 2024.

II. Game Fees: The following table indicates the games fees per game per official for the four seasons:

Season	Varsity*	Junior Varsity	Frosh/Soph 7 Min./8 Min.Qtr.	League Playoffs*/ Tournament Championship Game*
2020 – 2021	\$78 / \$74*	\$58	\$53 / \$58	\$81 / \$77*
2021 --2022	\$81 / \$77*	\$58	\$53 / \$58	\$84 / \$80*
2022 – 2023	\$84 / \$80*	\$58	\$53/ \$58	\$87 / \$83*
2023 - 2024	\$87 / \$83*	\$58	\$53 / \$58	\$90 / \$86*

*Game fees for **three-person crews** are indicated with an *. All other fees apply to two-person crews.

III. Service Fees for Contract Term:

- Schools with 1, 2 or 3 teams (gender/level): \$95 per team
- Schools with 4 teams (gender/level): \$90 per team
- Schools with 5 teams (gender/level): \$85 per team
- Schools with 6 teams (gender/level): \$80 per team (16% Discount)

IV. Reduced Service Fees Incentive

10% discount for in each school's service fee for sending Service Fees for entire league in one check.

10% discount for requesting ONE Invoice for league-wide officiating services, for November - December and paying this Officiating Services Invoice with One Check ON TIME (within 30 days of Date of Invoice).

10% discount for requesting ONE Invoice for officiating services, for January through February Playoffs and paying this Officiating Services Invoice with One Check ON TIME (within 30 days of Date of Invoice).

These discounts may be accumulated to total a maximum of 30% administrative service fee savings for each school in your League. The total savings available range from \$ 1,000 to \$ 2,000 for your League schools, if fully utilized. Additional discounts are negotiable if your League can develop process simplification for EBBOA’s financial and administrative services.

The total not-to-exceed amount under this contract shall be \$204,000.00.

V. Scrimmages:

EBBOA will provide services for two (2) varsity scrimmages (one per gender) at no game fee. Non-varsity scrimmages will also be covered if they are attached with the varsity scrimmage.

VI. Site Administrator:

Home School will provide a designated Site Administrator in charge available to resolve specific situations for every home basketball contest.

VII. Postponements and Cancellations:

When basketball contests are postponed, cancelled, or if there is a date or time change, schools are responsible for notifying the EBBOA Assignor prior to 10:00 pm of the evening before the scheduled contest(s). If the EBBOA Assignor is not notified of the change prior to 10:00 pm of the evening before the scheduled contest, the school will be billed for the full game fee of the scheduled contest. Emergencies (such as earthquakes, fire, or other weather-related incidents) shall be settled through arbitration.

VIII. Establishment of a Hearing Board:

The EBBOA and the Oakland Athletic League agree to establish a hearing board to arbitrate any matters that cannot be resolved through negotiations. The hearing board shall consist of one Oakland Athletic League representative, one EBBOA representative and a third party to be selected by mutual consent.

IX. Early Termination of Contract:

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

X. Accreditation:

The EBBOA stipulates that it will attempt to comply with CIF accreditation requirements.

XI. Independent Contractors:

The EBBOA stipulates that its officials are independent contractors, not employees of the EBBOA, or the Oakland Unified School District.

XII. Insurance and Indemnification:

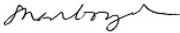
To the furthest extent permitted by California law, each Party ("Indemnifying Party") shall indemnify, defend, and hold harmless the other, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("Indemnified Party") from any and all claims or losses accruing or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

EBBOA shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the 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.

EBBOA shall procure and maintain at all times during the performance of this contract Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease.

XIII. COVID-19:

EBBOA 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 screeners, notice of COVID-19 positive status, participation in contact tracing efforts, etc.).




OUSD Board President
Shanthi Gonzales

7/1/2021
Date

Marcella Dobbs
Marcella Dobbs
President, EBBOA

5/21/21
Date

Name



OUSD Board Secretary
Kyla Johnson Trammell

7/1/2021
Date

Name

Oakland Athletic League

Approved as to form by OUSD Staff Attorney Joanna Powell on 6/1/2021.



DocuSigned by:

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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).

PRODUCER 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		CONTACT NAME: PHONE (A/C. No. Ext): _____ FAX (A/C. No): _____ E-MAIL ADDRESS: _____	
INSURED National Association of Sports Officials (NASO) 2017 Lathrop Avenue Racine WI 53405		INSURER(S) AFFORDING COVERAGE INSURER A: Arch Insurance Company NAIC # 11150 INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____	

COVERAGES

CERTIFICATE NUMBER: 1001859702

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.

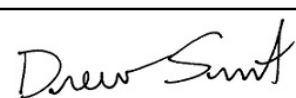
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input 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
	AUTOMOBILE LIABILITY <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"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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 CALIFORNIA BASKETBALL OFFICIALS ASSOCIATION-EAST BAY, 161 GLENWOOD DR., HERCULES, CA 94547.

- 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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6/4/2021

To Whom It May Concern:

East Bay Basketball Official Association will recruit and train local high school basketball officials. We will assign the officials to 50 plus schools to officiate high school basketball games. East Bay will then bill the schools and then pay the officials.

Our basketball officials are independent contractors. We train our officials and they must have a least twentyone hours of on the floor training as well as classroom training. Once their training is completed and the officials pass the high school written exam, they are then assign to high school basketball games.

Sincerely

Marcella A. Dobbs

East Bay Basketball Assignor