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**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
Community Schools, Thriving Students

# Board Cover Memorandum

**To** Board of Education

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

**Meeting Date** June 30, 2021

**Subject** East Bay Interscholastic Soccer Officials Association Agreement – East Bay Interscholastic Soccer Officials – Oakland Athletic League – Community Schools and Student Services Department

**Ask of the Board** Ratification by the Board of Education of East Bay Interscholastic Soccer Officials Association Agreement between the District and East Bay Interscholastic Soccer Officials Association (EBISOA), Oakland, CA, for the latter to furnish three officials for all scheduled soccer games for the period April 30, 2021 through June 15, 2021, in an amount not to exceed \$12,950.00.

**Background** Athletic contests are for the purpose of the development of the physical and mental needs of the student athletes involved. All games should be officiated by officials properly instructed in the National Federation of State High School Association (NFHS) Soccer Rules and NFHS Officials and Coaches Code of Ethics.

**Discussion** Vendor has a history of successfully providing soccer officials who are properly instructed in NFHS rules and ethical guidelines.

**Fiscal Impact** Resource 0000/General Purpose – Unrestricted in the amount of \$12,950.00

**Attachment(s)**

- East Bay Interscholastic Soccer Officials Association Agreement

## EAST BAY INTERSCHOLASTIC SOCCER OFFICIALS ASSOCIATION

This agreement is made on April 23, 2021, between the Oakland Unified School District (OUSD), on behalf of the High Schools of the Oakland Athletic League, and East Bay Interscholastic Soccer Officials Association (EBISOA).

Whereas, OUSD and EBISOA agree that athletic contests are for the purpose of the development of physical and mental needs of the student-athletes involved and that all games shall be officiated by officials properly instructed in the National Federation of State High School Association (NFHS) Soccer Rules and NFHS Officials and Coaches Codes of Ethics,

Now therefore, the parties hereto agree as follows:

### I. EBISOA agrees:

1. To furnish three officials for all scheduled games as submitted by the schools. Games covered under this agreement include pre-season, tournament, and regular league season games only. SECTIONAL and other post-season games are explicitly not covered by this agreement.
2. To accommodate schedule changes, submitted by the school Athletic Director in writing via email to the EBISOA Assignor, up to 72 hours prior to the scheduled game.
3. To furnish officials on an as-available basis for schedule changes made less than 72 hours prior to the scheduled game.
4. To charge fees for officials' services as set forth in Exhibit A for a period of one(1) years from the date of this agreement, unless modified by written agreement between the parties hereto.
5. To deduct from the fees the fine set forth in Exhibit A for each official not present by the scheduled start of a game.
6. To bill for services at the beginning of the Season based upon the schedules presented by the OAL office. All adjustments will be completed at the conclusion of the season and a final statement will be issued and paid for then.
7. To contact the home school by 1pm of game day to determine whether the game is to be played, in the event of foul weather.
8. To designate an Assignor and a Liaison, each available via email and phone to the OAL Commissioner, school Athletic Directors, and team coaches.
9. EBISOA 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.).

II. OUSD agrees:

1. To pay for services rendered by EBISOA officials at the rates set forth in Exhibit A, up to a not-to-exceed amount of \$12,950.00. OUSD shall have three (3) days following receipt of an invoice from EBISOA to dispute any amounts thereon. Payment shall be made for all undisputed amounts within forty-five (45) days following receipt of an invoice from EBISOA.
2. To pay the game fee for officials reporting to the game site, in the event a game is changed or cancelled, unless the EBISOA Assignor has been notified by 8 PM of the day prior to the scheduled game.
3. To pay the game fee in the event rain or any other condition that prevents play that arises on or after the scheduled starting time of the game.
4. To provide the EBISOA Assignor a complete (league season) schedule no later than March 10 for the following Winter season. Preseason games will be submitted to EBISOA no later than the first day of the season. The schedule must be verified by the schools' Athletic Directors.
5. To provide EBISOA a training facility for one weekend day during the Winter pre-season. The facility consists of a classroom or other meeting space large enough to hold 100 people. The date can be mutually agreed upon.
6. To provide fields that are properly marked, including teams and spectator areas (reference Rule 1, Sec. 5 and Sec. 6 of the Federation Soccer Rules). All lines, including team areas, officials' areas, and spectator restraining lines shall be marked and visible for each game. Fields not completely and correctly marked per the current NFHS rules, at the discretion of the officials, may be declared unplayable and the scheduled game(s) delayed until the deficiencies are corrected. If the school is unable to correct the field markings in a reasonable time, the officials may abandon the game and send a written explanation to the OAL Commissioner and the athletic directors of the schools involved.
7. To provide at least one identified home school administrator or other official representative assigned to each game. The person's responsibility will be to limit the team and official areas usage to only persons listed on the team roster, to maintain control of the spectators, and to assist the officials and coaches when requested. The persons assigned to such duty shall make themselves known to the officials prior to the start of the game. It is understood that the administrator or designee will be on site and available as needed if called by the home team coach or official.
8. To provide officials safe passage to their vehicles after any game, accompanied by school Personnel, when such assistance is requested by the officials.

III. EBISOA and OUSD agree:

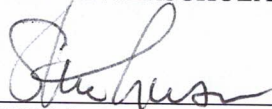
1. In the event of physical or verbal assault or excessive abuse upon the team of officials, individually or collectively, by school personnel, coaches, assistant coaches, trainers, players or spectators, EBISOA shall have the right to refuse to

furnish game officials for the school until corrective measures have been taken to the satisfaction of EBISOA. OUSD will take reasonable measures to ensure the safety and wellbeing of game officials and all participants. Refusal by EBISOA to furnish officials because of physical or verbal assault or excessive abuse shall not be deemed a breach of contract.

2. All Varsity games shall be forty (40) minute halves and all non-Varsity games shall be thirty-five (35) minute halves, unless it is not possible to play a full game due to darkness or other conditions necessitate shortening the game length. The length of periods will be adjusted as daylight becomes shorter or other limiting factors not in control of the officials.
3. This agreement may be terminated or reviewed by either party within 30 days of the conclusion of the league season of any year, upon written notification to the other party. Said written notice shall contain the reason(s) for the exercise of this option.
4. Any comment relative to the game officials' performance and/or conduct, from a school official, shall be directed to the OAL Commissioner and the EBISOA Liaison, in writing or by phone, within forty eight (48) hours of the completion of the game.
5. Insurance and Indemnification
  1. 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.
  2. EBISOA 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.


This Agreement, including Exhibit A (fee schedule), shall be in effect from the date of signature by the representative of each party hereto and will conclude with the ending of the 2021 Winter Soccer Season for the OAL, June 15, 2021 or on the date of the final game of the season, whichever is later.

EAST BAY INTERSCHOLASTIC SOCCER OFFICIALS ASSOCIATION

By:   
For EBISOA

4/22/21  
Date

OAKLAND UNIFIED SCHOOL DISTRICT

By:   
Executive Director,  
Community Schools Student Services

4/30/2021  
Date

Approved as to form by OUSD Staff Attorney Joanna Powell on 4/22/21.





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



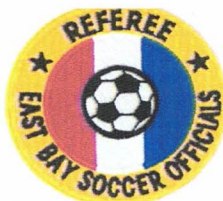
Kyla Johnson Trammell  
Secretary, Board of Education 7/1/2021

# EXHIBIT A

## FEE AND FINE SCHEDULE (PER GAME)

	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2019</b>
Varsity 3 officials	<b>\$185.</b>			
Junior Varsity 3 officials	<b>\$150.</b>			
Middle School 2 officials	<b>\$130.</b>			
No-show fine per official	<b>\$40.</b>			





## EAST BAY INTERSCHOLASTIC SOCCER OFFICIALS ASSOICATION

PO BOX 1267  
Oakland CA 94604

Franky Navarro, OAL Commissioner  
1000 Broadway, Suite 150  
Oakland CA 94607

RE: EBISOA History

Dear Franky,

The East Bay Interscholastic Soccer Officials Association (EBISOA) is a 30 year old organization whose roots were established in Oakland CA in 1981 to serve the high school soccer communities in the East Bay. We are a non profit organization whose mission is to serve the student athletes in playing the game of soccer. We are focused on the single sport of soccer for the High School and middle school programs. We are a certified member of the California Interscholastic Federation (CIF) and have been accredited since our inception.

We provide soccer officials to many of the associated High School and Middle School leagues throughout the east bay area, including the Oakland Athletic League, Bay Area Charter School Athletic Conference, Tri County Athletic league and the Bay Counties League, as well as a number of the Middle School Associations. . All of our officials are CIF accredited and meet the National Federation of High Schools standards to officiate High School soccer games.

We have provided and participated in all NCS Playoffs, since 1987 as well as the OAL Sectional Finals for a number of years. We also provided officials to the State Regional playoffs in 2019, the first year of the program.

Our officials and our Association are committed to the game of soccer as an educational opportunity for our student athletes to pursue their educational endeavors. Our officials willing contribute to the EBISOA Scholarship fund where by we offer every year, a scholarship, to a graduating Senior to pursue their continuing education experience.

We hope and trust that our relationship with the Oakland Athletic League will be a long and rewarding one. Please let me know if you need any further recommendations or information. We do look forward to serving you.

Regards

Steve Larsen  
EBISOA Assignor