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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 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

• East Bay Interscholastic Soccer Officials Association Agreement

EAST BAY INTERSHOLASTIC 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:

- 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 by 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

- 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 SOCCE	R OFFICIALS ASSOCIATION
By: Hu Lus For EBISOA	$\frac{4/2z/21}{Date}$
TOT EBISOR	Date

OAKLAND UNIFIED SCHOOL DISTRICT

By: Undu Sistamant

4/30/2021

Executive Director,

Community Schools Student Services

Date

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

jan, g

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

Here

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

EXHIBIT A

FEE AND FINE SCHEDULE

(PER GAME)

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

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/ DD/ YYYY)

05/28/2021

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 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). CONTACT NAME: Sports Dept PRODUCER SADLER & COMPANY, INC. PHONE (A/ C, No. Ext): 800-622-7370 | FAX (A/ C, No): 803-256-4017 P.O. BOX 5866 E- MAIL ADDRESS: amateur@sadlersports.com COLUMBIA, SOUTH CAROLINA 29250-5866 PRODUCER CUSTOMER ID# INSURED NAIC# **INSURER(S) AFFORDING COVERAGE** Interscholastic Soccer Referee Association EBISOA INSURER A: NATIONWIDE MUTUAL INSURANCE COMPANY 23787 PO BOX 988 Sebastopol CA 95473 Oakland, CA 94604 INSURER B: INSURER C Application ID: 321864 A Member of the Sports, Leisure & Entertainment RPG INSURER D:

CERTIFICATE NUMBER 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.

INSD	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS	
LTR		INSR	WVD		(MM/ DD/ YYYY)	(MM/ DD/ YYYY)		T.
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY	X					DAMAGE TO PREMISES RENTED TO YOU (Fire Legal Liability)	\$1,000,000
	☐ CLAIMS MADE ☐ OCCUR					MEDICAL EXPENSES (other than participants)	\$5,000	
				6B RPG 74829	12:01:00 AM	12:01AM ET 05/29/2022	PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				ET 05/29/2021		GENERAL AGGREGATE (other than Products- completed Operations)	\$5,000,000
	POLICY PROJECT LOC						PRODUCTS- COMP/ OP AGG	\$1,000,000
							LEGAL LIAB TO PARTICIPANTS	\$1,000,000
							PROFESSIONAL LIABILITY	\$1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS				_			
	SCHEDULED AUTOS				12:01:00 AM ET 05/29/2021	12:01AM ET 05/29/2022	COMBINED SINGLE LIMIT (Ea Accident)	\$1,000,000
	☑ HIRED AUTOS (not provided while in			6B RPG 74829			BODILY INJURY (Per person)	
	Hawaii)						BODILY INJURY (Per accident)	
	NON- OWNED AUTOS (not						PROPERTY DAMAGE (Per accident)	
	provided while in Hawaii)							
	□UMBRELLA LIAB □OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS- MADE						AGGREGATE	
	☐DEDUCTIBLE ☐RETENTION							1
	WORKERS COMPENSATION AND					WC STATUTORY LIMITS		
	EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER /			N/ A			OTHER	
	EXECUTIVE OFFICER / MEMBER Y/N EXCLUDED?						E.L. EACH ACCIDENT	
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EOMPLOYEE	
	SESSION HONOR OF ENVIRONMENTAL						E.L. DISEASE - POLICY LIMIT	
	MEDICAL PAYMENTS TO			6B RPG 74829	12:01:00 AM ET 05/29/2021	12:01AM ET 05/29/2022	EXCESS MEDICAL	\$25,000
	PARTICIPANTS						AD&D	NONE
							DEDUCTIBLE	\$100

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

RE: COVERED SPORTS Umpires/ Referees Assoc. for Class C Sports 16-19,

High Brain Injury Sports - For Deck/ Floor/ Field/ Street Hockey, Roller Hockey (quad), Cheerleading (age 19 & under); Lacrosse (age 19 & under); Tackle and contact football (age 19 & under), Soccer (age 19 & under), Water Hockey (age 19 & under), Wrestling (age 19 & under), and Umpire/ Referee Associations for the above High Risk Concussion Sports, Limited Coverage for "Brain Injury" endorsement applies- Brain Injury Limit: \$1,000,000 occurrence/\$1,000,000 aggregate. "Brain Injury Loss Adjustment Expense Limit: \$1,000,000 occurrence/\$1,000,000 aggregate. "Brain Injury" means concussion, chronic traumatic encephalopathy, or any other injury to the brain and any symptoms, conditions, disorders and diseases, including death, resulting therefrom but only if such injury occurs as a result of specific events occurring during the policy period.

CERTIFICATE HOLDER

CANCELLATION

RELATIONSHIP: Sports Governing Body SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Oakland Unified School District 1000 Broadway, Suite 150 Oaklamd, CA 94607

AUTHORIZED REPRESENTATIVE

Coverage is only extended to U.S. events and activities
** NOTICE TO TEXAS INSUREDS: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas



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