

**COMMITTEE ON HIGH SCHOOL SPORTS OFFICIATING
SAN DIEGO SECTION - CIF**

OFFICIALS ASSOCIATION MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the Committee on High School Sports Officiating (here in after collectively referred to as the "CHSSO") and the Officials Association(s) as follows: The San Diego Country Wrestling Officials Association (hereinafter collectively referred to as "Associations").

RECITALS

WHEREAS, the CHSSO and the Associations agree to enter into an arrangement wherein certified officials, referees, and umpires (hereinafter collectively referred to as "officials") of the Associations shall, as independent contractors, supervise and officiate at interscholastic events sanctioned by the CIF-San Diego Section in accordance with all California Interscholastic Federation (CIF), CIF-SDS, and National Federation of High School rules.

WHEREAS, the Associations warrant that their members are certified in accordance with rules and requirements of the CIF-SDS, State CIF, and the California Education Code.

WHEREAS, the Associations warrant that they are accredited by the California Interscholastic Federation and provide certified officials.

- I. **PURPOSE.** The purpose of this MOU is to establish an agreement with CHSSO to permit the Associations to recruit and train its members, as independent contractors, to officiate interscholastic member school events and CIF-SDS playoff contests. Further, this MOU recognizes the authority of the CHSSO to consult and establish the rate schedule on behalf of its member schools for the Associations' officials that supervise and officiate non-league, league, and playoff events.
- II. **TERM.** The rate schedule established herein shall commence as of the 1st day of August 2024 and remain in effect until the 31st day of July 2026.
- III. **TERMINATION.** The Agreement may be terminated at any time by the CHSSO upon written notification to the Associations.
- IV. **ASSIGNMENT OF OFFICIALS, REFEREES, AND UMPIRES**
 - a. Work pursuant to the terms of this MOU shall be performed only by qualified officials.
 - b. Assignments will be made in compliance with NFHS rules of the sport by the Association's Assignor.
- V. **TRAVEL FEES.** Travel allowance for each contest is set in the CHSSO Handbook based upon total round trip mileage.
- VI. **FEE SCHEDULE AND GENERAL INFORMATION**
 - a. Fee Schedule is set by the CHSSO for a two year period and posted on the CIF Website.
 - b. Schools who reschedule sites or times of contests without proper advance notification to officials originally assigned shall be obligated to pay full officials' fees to those officials who show up as originally scheduled.

- c. The number of officials required/recommended by the National Federation rules of sport (if available) will be assigned unless otherwise requested by home school and if not in violation of the rules of the sport concerned or otherwise indicated in the CIFSDS Green Book.
- d. An official who works a contest alone, when two officials were assigned by their respective official's association, the single official will be paid the base rate plus + 50% of Base Rate. When a single official is assigned by their respective association officiate a contest, the official will be paid the base rate + \$20.00
- e. PAYMENT OF OFFICIALS FOR EARLYTERMINATION OF CONTESTS
 - 1. Official who works an early-terminated contest and does not return: Full pay.
 - 2. Official who works an early-terminated contest and returns for completion or replay: One half pay for first day and full pay for second day.
 - 3. Official who works only the second day (either replay or completed contest): Full pay.
- f. Schools who reschedule or cancel contests for any reason 24 hours or less, prior to the start of the contest, are obligated to contact assigned officials prior to the latter's departure for the contest, or officials must be paid in full.
- g. Should an unforeseen act of nature (weather, earthquake, fire, etc...) that cause's a contest's cancellation or postponement without sufficient time to notify the official(s) assigned, the school is obligated to pay only a transportation fee.
- h. Officials present when a contest is forfeited for any reason are to be paid in full. Such officials may leave the field of play at the time of forfeiture or may (if it is their desire) remain to officiate any portion of the unfinished contest.
- i. Schools may be responsible to pay a "Change Fee" to the Assignment Secretary. Please review CHSSO Handbook for details.

VII. EJECTIONS. The CIF San Diego Section will carry out the ejection policy in a timely manner when a student, athlete, coach, or spectator has been removed from a contest and a report has been completed by the official.

VIII. SPORTSMANSHIP. Section will notify schools of the importance of sportsmanship before, during, and after the games.

IX. CONTRACTOR'S RIGHTS AND RESPONSIBILITIES

- a. Association will be sufficiently familiar with the National Federation Rules and will take appropriate action including informing member school principals of unsafe or unusual conditions that exist or may exist which could prevent a contest from conforming to the established National Federation Rules.
- b. Association will inform Section Staff when a student/athlete, coach, or spectator has been ejected from a contest on the next day by 8:00 am via the disqualification report accessible through CIF Home.
- c. Association will investigate each concern by individual schools, which have been properly processed, involving an official's interpretation of the rules. The Association will then furnish the CHSSO with the facts of the concern and make appropriate recommendations.
- d. Association will maintain accurate records and reports regarding office operations.
- e. Association will make every attempt to encourage officials with a direct or indirect relationship (employee of the school, or a sibling, parent/guardian or other relative of an athlete or coach on the team) to a particular school from working that school by alerting the assignors through the Arbiter profile.
- f. Association will comply with California State guidelines for independent contractors.

- XIII. INDEMNITY AND HOLD HARMLESS. Association will defend, indemnify, and hold harmless the State CIF, the CIF-SDS, and the CHSSO, its officers, agents, employees and representatives, from and against any and all liability, costs, losses, damages, expenses, attorneys' fees, causes of action, claims or judgments, arising out of or in any way connected with any negligence or wrongful acts or omissions of the Association or their officers, agents, and independent Associations, in performing or failing to perform any work, services, or functions provided for or referred to or in any way connected with the performance of this MOU including, the assignment or payment of referees/officials/umpires, accounting for monies paid or received, or claims relating to the conduct, actions, or statements of Associations referees/officials/umpires.
- XIV. INSURANCE. As part of, but without limiting the hold harmless agreement, Contractor shall carry during the term of the MOU, a comprehensive general liability and property damage insurance policy in the amount of one million dollars (\$1,000,000). A certificate of insurance shall be filed with both Parties prior to the commencement of this MOU. Furthermore, Contractor shall be responsible for naming, its officers, agents, and employees as additional insured in said policy.
- XV. INDEPENDENT CONTRACTOR. Associations acknowledge and agree that they and their members are independent contractors and are in no way affiliated with or employees of the State CIF or CIF-SDS. As such, nothing contained in this MOU shall be deemed or construed by the parties or by any third party to create the relationship of principal and agent, partnership or joint venture, employer-employee or to create any association between the State CIF or the CIF-SDS and the Associations. Neither party to this MOU shall have the power to obligate or bind the other party in any manner whatsoever. Accordingly, the Associations may not advertise or in any way represent that they have any affiliation, in any manner, with the State CIF or the CIF-SDS.
- XVI. MEMBERSHIP STANDING. The Associations agree to provide written confirmation to the CHSSO that all of its members in its pool of qualified referees/officials/umpires that may be assigned to supervise or officiate athletic events sanctioned by the CIF-SDS, have been determined to be free of serious or violent felonies before any referees/officials/umpires enter an event site or have any contact with students and student athletes until the records checks have been completed, pursuant to Education Code section 45125.1
- XVII. NOTICES. All written notices, reports and other written communications under this MOU shall be deemed effective upon their deposit in the United States Mail, postage prepaid, and addressed as follows: 3470 College Ave, San Diego, CA 92115.
- XVIII. ENTIRE AGREEMENT. This MOU contains the entire agreement between the Parties. It supersedes any and all other agreements, either oral or in writing between the Parties with regard to its subject matter and no other statement or promise relating to the subject matter of the MOU that is not contained in this document shall be valid or binding.
- XIX. AMENDMENTS. The provisions of the MOU may be altered, amended, or changed only by mutual agreement of both Parties, executed in writing, and signed by both Parties.
- XX. ASSIGNMENT. This MOU and the rights and responsibilities under it shall not be assigned in whole or in part without the written consent of both Parties.
- XXI. GOVERNING LAW. This MOU shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the laws of the State of California. Any legal proceedings arising out of or relating to this MOU shall be brought in San Diego County, California.
- XXII. SEVERABILITY. In the event that any portion of this MOU is determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of this MOU shall continue in full force and effect.
- XXIII. COUNTERPARTS. This MOU may be executed in counterparts, and each shall be deemed an original and taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this agreement on the day and year first written below.

CHSSO Signature: [Signature]
Printed Name: Tommy Casen
Title: Assistant Commissioner
Date: 11/8/23

Association Name: San Diego County Wrestling Officials Association (SDCWOA)
Association Signature: [Signature]
Printed Name: Manuel "Tommy" Guerrero
Title: President
Date: 11/8/2023

CHSSO Approved Game Rates:

SDS Section	Description	San Diego Section			
		22-23	23-24	24-25	25-26
Wrestling Varsity	Official	\$75.00	\$77.00	\$82.00	\$84.00
Wrestling Sub Varsity	Official	\$61.00	\$63.00	\$66.00	\$68.00