

## MILWAUKEE BOARD OF SCHOOL DIRECTORS WIAA OFFICIALS CONTRACT

This Contract is being entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and between \_\_\_\_\_ (“Official”) and Milwaukee Board of School Directors (“MPS”).

### 1. SCOPE OF SERVICES

The official shall officiate each contest as assigned and accepted by the official on the attached “Assignment Sheet \ Contract” (which is herein expressly incorporated by reference) according to the relevant WIAA rules. Contests shall include swimming, volleyball, soccer, football, cross-country, basketball, wrestling, baseball, softball, track or any other identified activity.

The pay rate for each official shall be as set forth in schedule set forth in the Interscholastic Athletics Regulation Manual published each year, which is herein expressly incorporated by reference. Payment shall be issued only upon receipt of a properly completed “MPS Interscholastic Athletics – Paysheet” or “Interscholastic Athletics Officials Sign-in Sheet”, which are herein expressly incorporated by reference. The timing of the payment will be as set forth in the Interscholastic Officials’ Pay Date, which is herein expressly incorporated by reference.

If a team’s season is canceled, the official shall receive no payment provided that MPS gives **48 hours** notice of such cancellation. If fewer than **48 hours** notice is given, half-payment shall be made.

If a contest is cancelled due to closure of the District, no payment shall be made and MPS shall attempt to reschedule the game using the Official originally assigned.

If a contest is cancelled due to inclement weather, no payment shall be made provided that MPS gives notice of the cancellation on the Interscholastic Athletic Cancellation Line and the MPS athletic website <http://www.playmps.com> prior to 2 p.m. the day of the contest.

If a contest is cancelled due to a forfeit, no payment shall be made provided that MPS gives 24 hours notice. If less than 24 hours notice is given, half payment shall be made unless the official actually attends the contest, in which case full payment shall be made.

If a contest cancelled due to act of God, riot, war, civil unrest, flood, earthquake, outbreak of contagious disease or other cause beyond MPS’ reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party’s financial condition or negligence), no payment shall be made.

This contract is unassignable

### 2. OFFICIAL’S REPRESENTATIONS

The official represents and warrants the following:

- that s/he holds a current WIAA license to officiate the contest to which s/he has been assigned and is in active and good standing for the license period;
- the s/he will comply fully with the WIAA Guide for Sport Officials, which is herein expressly incorporated by reference;
- that s/he is eligible to work in Wisconsin according to all applicable federal, state and local laws;
- that s/he has filled out the information required for the criminal background check fully and accurately; and
- that if s/he is under the age of 18 years (but of an age eligible to work in Wisconsin), his/her parent and/or guardian gives consent to his/her execution of this contract, as evidenced by his/her signature on this contract.

### 3. TERM

This Contract shall be in effect from \_\_\_\_\_, through \_\_\_\_\_. The contract may be renewed for two additional one-year terms upon mutual consent of the Official and MPS.

### 4. TERMINATION/DAMAGES

MPS reserves the right to terminate this contract for the following reasons: (1) the Official fails to officiate a contest that has been assigned and accepted; (2) the Official fails to perform the duties under this contract to the satisfaction of MPS; (3) the Official fails to conduct him/her-self in professional manner appropriate to the age of the participants and each contest; and (4) any other reason not specifically enumerated that in MPS’ sole discretion would negatively affect MPS, the contest participants., or the spectators.

Should the Official fail to appear at a contest that has been assigned and accepted without prior notice to MPS, the Official shall pay damages equivalent to the game fee

## **5. NON-DISCRIMINATION**

In the performance of work under this Contract, Official shall not discriminate in any way against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. This prohibition includes but is not be limited to employment; promotions, demotions and transfers; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Official is required to include a similar provision in all subcontracts to this contract.

If MPS determines Official has violated this non-discrimination policy, MPS may terminate this Contract without liability for undelivered services or materials. MPS may also deem the Official ineligible to participate in future contracts with MPS.

## **6. INDEMNITY**

Official assumes full liability for all of his/her acts or omissions in the performance of this Contract. Official shall indemnify and hold harmless MPS, its agents, officers and employees against all liabilities, losses, judgments, decrees, costs, and expenses that may be claimed against MPS as a result of granting of this contract to said Official, or that may result from the intentional acts or negligence of said Official. If judgment is entered against MPS in suits of law or equity for any reason, including by reason of the intentional acts, negligence, or acts or omissions of the Official, against such persons, firms or corporations carrying out the provisions of the Contract for the Official, the Official assumes full liability for such judgment, not only as to any monetary award, but also as to the costs, attorneys fees or other expenses resulting therefrom.

## **7. BACKGROUND CHECKS**

The Official shall fill out the information set forth in the attached Exhibit A, which is herein expressly incorporated by reference, for the purposes of a criminal background check to ensure there is nothing that would render the Official unfit to perform services under this Contract. The Official shall return Exhibit A as directed by MPS.

Exhibit A must be completed and submitted at least 30 days prior to the commencement of the services.

MPS shall in its sole discretion determine whether there is anything in a background check that would render a person unfit to work in an MPS facility with contact or access to MPS students. MPS shall perform background checks in the state(s) in which the individual resided for at least 6 months in the last 5 years, and was 18 years old or older at the time.

## **8. INSURANCE**

Official understands and agrees that financial responsibility for claims or damages to any person shall rest with the Official. Official shall effect and maintain General Liability and Accidental Medical Insurance Coverage provided through the WIAA Insurance Program for Officials ("Program").

It is understood that the limits of the WIAA General Liability insurance are \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

## **9. INDEPENDENT CONTRACTOR**

Official agrees and stipulates that in performing this Contract, s/he is acting as an Independent Contractor, and that no relationship of employer and employee, partnership or joint venture is created by this Contract.

Official has the sole obligation to provide for and pay any contribution or taxes required by federal, state or local authorities imposed on or measured by income. Official specifically covenant not to file any complaint, charge, or claim with any local, state or federal agency or court in which Official claims to be or to have been an employee of MPS during the period of time covered by this Contract and that if any such agency or court assumes jurisdiction of any complaint, charge or claim against MPS on Official's behalf, Official will request such agency or court to dismiss such matter. MPS shall not be charged any obligation or responsibility whatsoever of extending any fringe benefits which may be extended to MPS employees, including any insurance, or pension plans.

Official further agrees that MPS is not to be charged with the obligation or responsibility of extending any fringe benefits such as hospital, medical and life insurance, or pension plans which may be extended to employees of MPS from time-to-time and further agree to indemnify and hold harmless MPS and all its employees, officers and agents from any liability for personal injuries, including death, or for damage to or loss of personal property, which might occur as a result of the performance of the services provided for under this Contract.

## **10. CHOICE OF LAW & FORUM**

The state courts of Wisconsin shall be the sole forum for all disputes arising of this contract. The validity, construction, enforcement and effect of this Contract shall be governed solely by the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties here to have executed this Contract on the day, month and year first above written.

OFFICIAL (Vendor # \_\_\_\_\_)

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: \_\_\_\_\_  
Official's Signature

By \_\_\_\_\_  
BOBBIE N. KELSEY

By: \_\_\_\_\_  
Official's Printed Name

Address: \_\_\_\_\_  
\_\_\_\_\_

Commissioner of Interscholastic Athletics

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Tax Id or SS#: \_\_\_\_\_

To be signed if the Official is under 18 years old by the parent or guardian.

I hereby expressly consent to my minor ward's execution of this contract and all of the terms and conditions contained herein.

By: \_\_\_\_\_

**Exhibit A**

<b>NAME: PLEASE PRINT</b>	<b>Date of Birth:</b>	<b>M/F</b>	<b>ETHNIC CODE</b>

1-American Indian      2-Black 3-Asian      4-Hispanic      5-White      6-Other

**CRIMINAL BACKGROUND CHECKS: Required for Interscholastic Officials**

Have you ever been convicted of or paid a fine for any offense (including felonies, misdemeanors, ordinance violations) or do you have any charges pending, other than minor traffic violations?

Yes  No. If yes, list details below. Use separate sheet if necessary. (**NOTE:** Convictions are not an automatic bar to participation as an official. Each case is considered on its own merit. A conviction not reported will be cause for rejection of an application or dismissal.)

DATE	LOCATION	CHARGE	COURT	DISPOSITION OF CASE

Have you ever been dismissed or asked to resign from any position ? Yes  No

If yes, please explain fully: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**CERTIFICATE OF APPLICANT:** I authorize the Board of School Directors of the City of Milwaukee (“MBSD”) to make any inquiry of or receive information from any person or organization regarding my suitability as an official and do hereby give permission to these persons or organizations to provide such information. Such inquiries may include but not be limited to the quality and quantity of my work, work history and record, character, qualifications, and records of convictions. For and in consideration of the release of such information, I hereby forever waive, release, and covenant not to sue any person or organization including the MBSD, its agents and employees for the result of providing, obtaining, or acting upon such information. I give this waiver, release, and covenant not to sue for myself, my heirs, assigns, and successors in interests forever. I give this waiver, release, and covenant not to sue understanding that the information obtained may be such as to disqualify me from participation as an official. I understand that such information is sought with confidentiality, and I will not request copies of such information. I also certify that all statements made on this application are true and complete, accurate and not misleading to the best of my knowledge. I understand that any false statements, incomplete statements, or misrepresentations will subject me to disqualification or dismissal. A copy of this authorization shall be effective as the original.

\_\_\_\_\_  
**APPLICANT’S SIGNATURE**

\_\_\_\_\_  
**DATE**