

INDEPENDENT CONTRACTOR FORM/AGREEMENT FOR OFFICIATING SERVICES

THIS AGREEMENT is made and entered into on _____, _____, _____ by and between SANTA CRUZ COUNTY SOFTBALL OFFICIALS ASSOCIATION , hereinafter referred to as “SCCSOA”, and (print your name) _____, hereinafter referred to as “Official”, having the Social Security Number _____ - _____ - _____

This agreement shall expire at the end of each school year that the above named official accepts games assigned by SCCSOA

WHEREAS, SCCSOA has an agreement with the Santa Cruz Coast Athletic League to assign officials to softball games conducted by and at said schools in the SCCAL.

NOW, THEREFORE, the parties agree as follows:

Official agrees to officiate softball games as and where assigned by SCCSOA. Official understands, acknowledges, and agrees that SCCSOA has ranked her/him in relation to other officials, and shall administer assignments with reference to these rankings. SCCSOA will endeavor, but shall not be bound, to assign officials to softball games in the order in which they are ranked on the latest list. Official hereby waives any claim against SCCSOA for the manner and/or order, in which she/he is ranked in the evaluation program, and for the order in which the assignments are made by SCCSOA.

Official shall be compensated for all services rendered pursuant to pay schedules published. It is understood, acknowledged and agreed that SCCSOA is not and shall not be responsible for making payment to Official. Rather, the particular school to which the officiating services are rendered makes payment. SCCSOA will submit invoices to the said schools and when payment is due to Official, SCCSOA will then disburse those funds to the officials. SCCSOA may deduct from Official’s compensation such fees, fines and assessments, which may be owed to or made or possessed by SCCSOA. No withholding taxes or contributions for Social Security, unemployment, and disability insurance, or other employee benefits or contributions shall be deducted from Official’s compensation.

Official agrees to accept assignments from SCCSOA, or turn back those assignments she/he cannot perform in a timely manner. Also, Official agrees to follow the Policy for Cancellation, as published by SCCSOA in its Policies and Procedures. Official acknowledges that there is no provision whatsoever for switching an assignment with another Official, without proper direction from the SCCSOA office.

This AGREEMENT may be cancelled by SCCSOA at any time should funds or facilities become unavailable for the hiring of officials to softball games; or should Official not perform the officiating services to the satisfaction of SCCSOA. Further, SCCSOA shall not be liable for compensating any Official who is no longer a participating party, or who does not appear on the current ranking list at SCCSOA. Upon such cancellation, neither SCCSOA nor any school or agent thereof, shall be liable to Official for compensation for any contest not already officiated or any service not already rendered.

Official shall acquire, repair and maintain at her/his sole expense, such equipment as Official needs for her/his daily performance of officiating services, including, but not limited to, an approved uniform, which shall always be maintained and worn in a clean, pressed and professional manner.

Official shall abide by all laws and ordinances and by all rules and regulations adopted and made known to her/him by SCCSOA.

It is understood, acknowledged, and agreed, that Official is an INDEPENDENT CONTRACTOR, and is not an agent or employee of SCCSOA, or any school or league to which officiating services are rendered as a result of this AGREEMENT, and is not subject to the control of SCCSOA, except as herein stated.

Officials agree to accept all hazards, damages, and injuries which Official, or her/his property, may receive in the course of performing this AGREEMENT, and waives all right, whether known or unknown, to claim damages therefore from SCCSOA, its officers, agents, or employees. Official understands that SCCSOA has no Worker’s Compensation Insurance or Unemployment Insurance for Officials performing services as an Independent Contractor. In compliance with the California State Education Code, no person shall be employed or retained in employment by SCCSOA who has been convicted of a sex offense or has been convicted of a controlled substance offense as defined in Section 44010 and 44011.

OFFICIAL/INDEPENDENT CONTRACTOR

DATE
