

INDEPENDENT CONTRACTOR FORM/AGREEMENT FOR OFFICIATING SERVICES

THIS AGREEMENT is made and entered into on _____, _____, _____ by and between SANTA CRUZ COUNTY BASKETBALL OFFICIALS ASSOCIATION , hereinafter referred to as “SCCBOA”, 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 SCCBOA

WHEREAS, the SCCBOA has an agreement with the Santa Cruz Coast Athletic League and the Santa Cruz County Private Schools Association to assign officials to basketball games conducted by and at said schools in the SCCAL and the SCCPSA. NOW, THEREFORE, the parties agree as follows:

Official agrees to officiate basketball games as and where assigned by SCCBOA. Official understands, acknowledges, and agrees that SCCBOA has ranked her/him in relation to other officials, and shall administer assignments with reference to these rankings. SCCBOA will endeavor, but shall not be bound, to assign officials to basketball games in the order in which they are ranked on the latest list. Official hereby waives any claim against SCCBOA 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 SCCBOA.

Official shall be compensated for all services rendered pursuant to pay schedules published. It is understood, acknowledged and agreed that SCCBOA 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. SCCBOA will submit invoices to the said schools and when payment is due to Official, SCCBOA will then disburse those funds to the officials. SCCBOA may deduct from Official’s compensation such fees, fines and assessments, which may be owed to or made or possessed by SCCBOA. 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 SCCBOA, or turn back those assignments she/he cannot perform in a timely manner, and official agrees to follow the Assignment of Officials, as published by SCCBOA 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 SCCBOA office.

This AGREEMENT may be cancelled by SCCBOA at any time should funds or facilities become unavailable for the hiring of officials to basketball games; or should Official not perform the officiating services to the satisfaction of SCCBOA, or the school and/or league SCCBOA is in current agreement with. Further, SCCBOA 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 SCCBOA. Upon such cancellation, neither SCCBOA 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 SCCBOA.

It is understood, acknowledged, and agreed, that Official is an INDEPENDENT CONTRACTOR, and is not an agent or employee of SCCBOA, 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 SCCBOA, 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 rights, whether known or unknown, to claim damages therefore from SCCBOA, its officers, agents, or employees. Official understands that SCCBOA 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 SCCBOA 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
