

**BASEBALL OFFICIAL- INDEPENDENT CONTRACTOR  
WORK FOR HIRE AGREEMENT - 2019 SEASON**

**Reports to: AAD/USSSA Director with guidance through the UIC and Evaluators**

**Section 1 - General Provisions -**

This Work for Hire Agreement/Contract is entered by \_\_\_\_\_, an independent contractor (here after referred to as the Official), and Dana Gilmer (AAD / USSSA Director) here after referred to as the Director. This agreement is for the 2019 baseball season of Jan 1 - Dec 31. By signing this agreement, the Official agrees to meet all the requirements set forth in this document, and abide by the decisions and directions of the Director. This Agreement/Contract shall automatically terminate on December 31, 2019, or may be terminated by either party upon 3 days written notice of the other party. It is understood that the Official will not at any time or in any manner, whether directly or indirectly, divulge, disclose, or communicate any information that is proprietary to AAD or USSSA. Furthermore, the Official shall protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. If any provision of this Agreement/Contract is found to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

- A. While contracted as an official (for a specific league season or tournament event) you are not allowed to manage or coach a team, in this program, within the same age division you officiate. If you are scheduled for a contest where you have any familial connection you must recuse yourself from that game and notify the Assigner to make an adjustment.
- B. As an Official, you will in no way be referred to or represented as an employee of AAD or USSSA and as such forfeit all claims and privileges associated with same. In fact, you stipulate that you are an independent contractor with the rights and obligations associated with being an Independent Contractor. As an Independent Contractor, you will submit a current W-9 with this agreement and you acknowledge that based on the current NM Gross Receipts statutes you are responsible for claiming and reporting your own Gross Receipts taxes associated with all monies earned under this contract. You further acknowledge that based on the current state and federal income tax statutes, you are responsible for claiming and reporting your own self-employment and income taxes associated with all monies earned under this contract.
- C. AAD/USSSA will register each Official as an "All Sport" Official (at no cost to the Official) with the United States Specialty Sports Association (USSSA) with the requirement that the Official will work a minimum of 50 games (prorated when the Official joins the program and based on the 23 weeks of the 2019 season – an average of 2.2 games per week) during the 2019 season. If the Official fails to work the minimum 50 or prorated games, the USSSA registration fee will be deducted from the Official's final or future paycheck. It is the responsibility of the Official to understand the benefits and limitations of the registration and insurance provided through USSSA. As an Independent Contractor you are encouraged to work for any non-USSSA program that you choose to but understand that scheduling priority will be given to those that make AAD/USSSA programs their priority. Also, if you work an unsanctioned program your USSSA insurance WILL NOT cover you.
- D. The Official stipulates that he/she has or will obtain, prior to officiating, all the necessary physical conditioning, expertise, communication skills and problem-solving skills necessary to perform as a baseball official in the AAD/USSSA programs and is solely responsible for executing this Work for Hire Agreement. The youngest age an Official can be contracted is 16 years of age, at the time of contracting and/or officiating any contest, (photocopy of Driver's License or photo ID with birthdate required) unless the Official is working with his parent. Officials working with their parent may be 15 years of age at the time of contracting. Officials under the age of 18, at the time of contracting, will be required to secure their parent or legal guardian's acceptance and signature of this Work for Hire Agreement.
- E. Officials must have completed the CDC online Concussion Certification (good for 3 years) and submit the certificate with this agreement.

**Section 2 Rules**

- A. Each Official will read the rulebooks applicable to the games being called and will familiarize, enforce and adhere him/herself to the rules of the game and to the specific programs Code of Conduct.
- B. Each Official will adhere to the adaptations to the rules of the game as determined by AAD/USSSA for play in its program. For league play, and some tournament play it is understood that all rules addressed by the Director will take precedence over the foundation of rules. Officials are authorized and required to enforce every section of these rules.
- C. The Official acknowledges he/she has received and shall read, understand and apply the provisions of the current AAD/USSSA Officials Handbook. Every person, whether a player or a spectator, is a customer and as such must be treated professionally at all times.

**Section 3 Tardiness, Absenteeism and Time Management**

- A. Officials should arrive ready to work, in uniform, competent of mind and body, prepared to officiate and 15 minutes prior to the scheduled start time.
- B. In the event an Official is going to be late in arriving to, or miss completely, his/her assigned games, the Official is responsible for notifying the Assigner at 505-304-7015 at least 24 hours prior to game time of the first game they are scheduled to call or by email at [aadofficials@gmail.com](mailto:aadofficials@gmail.com).
- C. In the event that Official does not contact the Assigner within the allotted time and does not officiate the schedule game, he/she is subject to a fine in the amount of one game pay for each violation and / or forfeiture of future games.
- D. The fine for the first tardy infraction will be \$20.00 and each subsequent infraction will be fined at \$40.00.
- E. If calling more than one game, in a row, the maximum time between games should be 5 minutes if a field is behind schedule and if more than 5 minutes is taken, between games, a \$5.00 fine could be assessed.

**Section 4 Uniform (Dress Code)**

- A. Non-logo or USSSA officials Cap. **MUST BE WORN AT ALL TIMES**
- B. USSSA umpire's shirt or applicable umpires' shirt, MLB Black, MLB Sky Blue, and Pink (with Black trim). Under shirts must be black. No sleeves protruding from the shirt unless covered, at all times, by an official umpire's jacket.
- C. Charcoal Grey pants with a black leather belt with plain buckle.
- D. Polished all black plate shoes on plate – Polished all black shoes on bases.
- E. If an umpire chooses to wear an outer garment it must be an official umpire's jacket.
- F. Each umpire must have a ball bag, ball/strike indicator, brush, writing pen, and stopwatch. A cellphone is not to be used as a timepiece but can be used to monitor for lightening, with the Little League WeatherBug App. (There is no need to have a cell phone on the field except to contact the UIC, Site Director or Director or monitor for lightening)
- G. AAD/USSSA Rules Reminders as adopted by the league / tournament programs.  
Any deviation from this dress code will cause the Official in question to be considered out of uniform and can result in a \$10.00 fine per infraction. This is not intended to place a hardship on any individual; it is however intended to present the Officials crew as an organized, efficient, and professional team. Both Officials should communicate before scheduled games to coordinate uniforms. Officials must match.

**Section 5 Scheduling / Compensation**

- A. The official pay scale will be based on a rate of \$28.00 per hour for a two-man system, and \$40.00 per hour for a one-man system. All games will be paid on a per game basis, calculating the per game rate based on the no new inning time limit of each contest. Refer to the game rate card if questions arise.

- B. Schedules will usually be posted by 8pm the Monday prior to the weekend of games. Officials will have 36 hours from the time schedules are posted to accept or decline assignments, on Referee Schedule, at which point the games can be reassigned to another official.
- C. Services performed between the 1st and the 15th of each month shall be paid on the 25<sup>th</sup> of the same month, and services performed between the 16th and the last day of each month shall be paid on the 10th of the next month, by 8pm on each of these dates and will be left for pick up at the MAC on Loma Colorado in Rio Rancho unless the official has left SASE for mailing.
- D. If the official wants their checks mailed to them the officials is required to provide a minimum of 10 (5 for spring/5 for fall) Self Addressed and Stamped envelopes to AAD/USSSA – mail to PO Box 67275, Abq NM 87193.
- E. If a paycheck is lost, the Official will be responsible for any stop payment fees, on that check, issued by the bank.
- F. If the official damages a check (making the check non-negotiable), the Official may be charged a \$20.00 fee to have the check reprinted and will be required to produce the damaged check prior to the check being reprinted.
- G. A \$5.00 bonus, per game worked (excluding weeknight games), would be paid to each official that works a minimum of 3 games on every AAD/USSSA date of play, (Sunday league and tournaments – excluding Saturday league and weeknight games), in the spring and in the fall. This includes each league and tournament date and will be paid at the end of the Spring (1.1.19-6.30.19) and Fall (7.1.19-12.31.19) sessions. If an official is available but not scheduled or not scheduled 3 games, his/her bonus will remain intact and payable unless the Official chooses not to work a specific time slot or age division and those are the only assignments available. If the Official desires the bonus they need to be flexible.
- H. Every attempt will be made to schedule an Official based on their preferred availability, location and age level. This may preclude an official getting assignments if the preferences are limiting based on the number of assignments available. Officials are required to provide the Assigner his/her availability a minimum of 7 days prior to the next event and through the Assigners survey system. Once an Official accepts an assignment, he/she is bound to that commitment. If an Official needs to decline an assignment AFTER he/she has accepted it, it will be the responsibility of the Official to find a suitable replacement, approved by the Assigner, OR agree to a \$20.00 per game “Sub Fee”. If the Assigner is tasked with finding the replacement the Official that accepts the additional assignment/s will be paid an additional \$15.00 per game and the Assigner will be paid an additional \$5.00 per game for the additional efforts.

**Section 6 Game Forfeits/Cancellations/Suspensions**

- A. If play has started (pregame meeting concluded) and is suspended or forfeited (by an Official) the official will be paid the game rate divided by the percentage of the innings completed compared the number of innings scheduled.
- B. In a seven-inning game - any game having reached the 4th inning or having reached 3 ½ innings with the home team leading.
- C. In a six-inning game – any game having reached the 3<sup>rd</sup> inning or having reached 2 ½ innings with the home team leading.
- D. The game status (at the time of suspension or forfeit) must be reported to the league per the SOP for officials as posted on the local web site.
- E. If a game is forfeited because of a no-show team and the official works another game during the same time slot he will be paid normally.
  - i. If he chooses to take the game off, he will not be paid for that game.
- F. If there is lightening within 5 miles of the field the official is to suspend play until no lightning strikes have occurred, within 5 miles, for 30 minutes.

**Section 7 Pre-Game and Post Game Responsibilities**

Officials have complete control regarding the playability of the field at game time and/or any time during the game. No Official will ever be forced to start or resume a game on a field that he believes to be unsafe for any reason. The safety of the ball players, spectators, officials, and others will be of primary concern at all times.

- A. Pre-game – AT EVERY GAME - it is necessary to address, at a minimum, the following issues with the managers present, of the teams.
  - i. Introduction and “Ground Rules”
  - ii. Collect game balls (minimum of two new league provided game balls from each manager)
  - iii. Collect lineup sheets – teams must use the AAD/USSSA provided line up sheets and use actual first and last names of all athletes and coaches.
  - iv. Run rules – refer to game cards
  - v. Time Limit – refer to game cards
  - vi. Blood Pathogen / Jewelry / Equipment Restrictions
  - vii. Protest rule – Protests are allowed for rule interpretations only.
  - viii. Overview of field conditions/dead ball area
  - ix. Coin toss for H/V designation.
  - x. Note game time – You, as the game official, will keep the official game time but start times must be announced to both teams.
  - xi. **Post-game – Retain ALL line up cards for a period of one week in the event they need to be referenced post game.**
- B. For League - REPORT SCORES TO THE SCHEDULER VIA EMAIL ([aadofficials@gmail.com](mailto:aadofficials@gmail.com)) BY THE END OF THAT DAY and include your next two weeks availability. Failure to accurately and timely report scores may result in a \$20.00 fine per occurrence. This consists of:
  - i. Date / Time / Field Location:
  - ii. Visiting Team Name & Score / Home Team Name & Score
  - iii. Home Plate Officials Name and Base Officials Name:
  - iv. For Tournament – Immediately after the game the base official is to text the scores to the Director or turn in game card to Site Director
- C. If there was an injury during the game – complete the incident report ON THE CORRECT FORM and forward to [aadofficials@gmail.com](mailto:aadofficials@gmail.com)
- D. If there was an ejection or violation of the COC–complete an incident report ON THE CORRECT FORM and forward to UIC and [aadofficials@gmail.com](mailto:aadofficials@gmail.com)
- E. Pick up any trash that was left on the field by the officials (regardless of which officials left it). \$10.00 fine will be assessed to the last officials on a field for official’s trash left on the field.

Official’s signature & Date \_\_\_\_\_

Officials Parent’s Signature if under 18 years of age \_\_\_\_\_

Dana M. Gilmer  
Dana M. Gilmer - Director

**OFFICIALS GENERAL INFORMATION**  
(Please Print Clearly)

NAME \_\_\_\_\_ CELL PHONE NUMBER \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

AGE 15  16-18  19+  DATE OF BIRTH \_\_\_\_\_

GENDER Male  Female  YEARS OF BASEBALL OFFICIATING EXPERIENCE \_\_\_\_\_