



THE BIG TEN CONFERENCE
2020-2021 BASEBALL OFFICIATING AGREEMENT

1. **Limited Term.** This Baseball Officiating Agreement (“Agreement”) is entered into between The Big Ten Conference, Inc. (“Conference”) and the undersigned individual (“you,” “your” or “yourself”) and covers your rights and obligations relating to these officiating assignments. The Conference may, in its discretion, periodically assign you to officiate baseball games. This Agreement is limited to only the game assignment(s), if any, that you are offered and that you accept for the 2020-2021 baseball regular season (as such season is determined by the Conference in its sole discretion), and the term of this Agreement shall be effective upon the date when both parties execute this Agreement and shall terminate automatically at the end of such 2020-2021 regular season, unless terminated earlier as set forth herein. Accordingly, this Agreement does not apply to assignments to officiate any other games, including, without limitation, Conference tournament games, or games in any future season. The Conference makes no promise, express or implied, that you will be offered any officiating opportunities with the Conference in any tournament or in any future season. The Conference reserves the right, in its sole discretion and with or without cause, not to offer you any future officiating opportunities. You hereby agree that all future officiating agreements, if any, including but not limited to, any post-season games, will be set forth in a separate written agreement between you and the Conference.

2. **Independent Contractor.** You and the Conference each intend that for each and every game assignment, you will perform services as, and shall be treated as, an independent contractor and not an employee of the Conference. This Agreement is not intended to be, and shall not be, interpreted as an agreement of employment. You agree that you are properly classified as an independent contractor and shall be treated as such within the broadest possible meaning and application of all federal, state and local laws and regulations, including without limitation, all laws, and regulations addressing unemployment insurance, workers’ compensation, industrial accidents, labor and employment matters, and taxes. In the performance of your services under this Agreement, your relationship with the Conference shall not at any time be considered a relationship of employer/employee, master/servant, agent/principal, joint venture or partnership. As an independent contractor, you understand and agree that you are not authorized to act on behalf of the Conference, enter into any contract on behalf of the Conference, or bind the Conference in any manner. You also agree that you shall not hold yourself out to anyone as an employee, partner, agent or joint venturer of the Conference. You also agree that you will indemnify and hold the Conference and its officers, employees, and agents harmless for any assessments, claims, damages or charges against the Conference because of any lack of payment or failure to pay any tax or other legal, administrative or service-related obligations, if any, on behalf of you based on your status as an independent contractor.

3. **Your Right to Work Elsewhere.** Nothing contained in this Agreement is intended to, or will be construed to, restrict your right to provide services, as a baseball official or otherwise, to any other person or entity during the term of this Agreement. You have the right to officiate and provide services for any other conference, team, league, association, organization and/or entity throughout the term of this Agreement and following its termination. You also have the right to work elsewhere in any capacity – whether as an independent contractor, consultant, employee or otherwise – throughout the term of this Agreement and following its termination.

4. **No Employment Benefits.** You understand and agree that, because you are an independent contractor, you will not be entitled to any benefits that may be afforded from time to time by the Conference to its employees, including, without limitation, medical, dental, vision, disability or other insurance benefits, vacations, holidays, sick or personal leave, workers’ compensation, unemployment insurance, retirement or pension benefits or any other employee benefits.

5. **No Tax Withholdings or Deductions.** You acknowledge that the Conference will not deduct or withhold from payments to you any Federal Insurance Contributions Act (“FICA”) taxes or federal, state or local income taxes. Nor will the Conference pay on your behalf any FICA taxes or unemployment taxes under the Federal Unemployment Tax Act (“FUTA”) or any state unemployment taxes. The Conference shall report payments to you on an IRS Form 1099. You acknowledge and understand that you must report and pay all applicable income and employment taxes, Self-Employment Contribution Act (“SECA”) taxes, as well as any other required tax payments, with respect to all payments made to you by

the Conference pursuant to this Agreement. You also agree to indemnify and hold the Conference harmless from: (a) any claims for additional compensation or benefits arising from or related to your services as an official under this Agreement; and (b) any tax liabilities imposed on you by any governmental authority as a result of any failure by you to report or pay any income taxes on payments made to you under this Agreement.

6. **Equipment.** You agree that you are responsible for providing, at your own cost, all equipment (including, without limitation, uniforms, whistles and shoes), including replacement equipment, needed for you to perform officiating services under this Agreement in accordance with NCAA and Conference rules and policies.

7. **Insurance and Indemnification.** You agree that the Conference will not provide you with insurance of any kind. You further agree that you shall be responsible for obtaining, for your own benefit, medical, hospitalization, disability, workers' compensation, comprehensive general liability and any other forms of insurance in such amounts as you shall determine for any and all claims that you might incur in performing officiating services pursuant to this Agreement, and in traveling to or from any game site. You agree to provide proof of such insurance to the Conference upon request. You further agree, on behalf of yourself and your heirs, personal representatives, successors and assigns, to indemnify and hold harmless, and release the Conference, member institutions, and their affiliates, and the respective directors, presidents, chancellors, trustees, shareholders, employees, officers, and agents of each of foregoing, and Coordinator of Officials, participants in and attendees at, each game, (collectively, "Released Parties") with respect to any and all claims (including any claims brought by you or by any of your heirs, personal representatives, successors or assigns), losses, liabilities or damages (including, without limitation, attorneys' fees) either caused by you or incurred by you (or by any of your heirs, personal representatives, successors or assigns) that arise out of or relate in any way to either: (a) your act(s) or omission(s) with respect to performing your officiating services pursuant to this Agreement, including, without limitation, any personal injury (including death) incurred by you in rendering services under this Agreement or in traveling to or from any game site or facility, and/or any failure to comply with directives, rules, and regulations of the Conference, game-site facility, or federal, local and/or state governmental orders and laws, and any other applicable rules and regulations (e.g., NCAA, etc.), including, without limitation, that may cause injury or illness (including, without limitation, the Coronavirus/COVID-19 ("COVID-19") or any other communicable disease) to another person; and/or (b) any failure by you to obtain or maintain insurance required hereunder during the term of this Agreement. For the avoidance of doubt, these indemnification, release, and hold harmless provisions apply to any communicable diseases, including, but not limited to, COVID-19, that you or your family, heirs, personal representatives, or others with whom you are in contact may contract as a result of your performing any services under or in connection with this Agreement.

8. **Physical Condition.** You agree to keep yourself physically fit to perform all officiating duties under this Agreement. You further agree to provide the Conference, upon request, with written documentation from a licensed physician certifying that you have undergone an annual physical examination prior to the commencement of the baseball season and that you are physically able to officiate collegiate baseball games pursuant to this Agreement. You are responsible for all costs associated with such examinations by physicians. You also agree to strictly abide by and follow the medical instruction or advice of any licensed physician representing the Conference or any of its member institutions immediately preceding, during or immediately following a game that you have been assigned to officiate, including any such instruction or advice that you immediately discontinue officiating the game if such physician believes in his or her professional opinion that you should discontinue such activity, and you agree that failure to so abide by any such instruction or advice will result in immediate cancellation of such assignment and your right to fees hereunder.

9. **Services/Game Assignments.** You agree to provide baseball officiating services for the Conference during the 2020-2021 regular season, for each baseball game that you previously accepted. In performing your services under this Agreement, you represent that you have the ability to perform these services in a professional manner, without the advice, control or supervision of the Conference or any other person or entity. You understand that you are responsible for working with and coordinating with the other officials on your crew during games. In performing your services, you agree to comply with all applicable rules and regulations of the Conference and the NCAA (including, without limitation, health and safety protocol and requirements and required uniform and equipment). For 2020-2021 regular season games, the Coordinator of Officials will offer you individual game assignments (if any) and specify the process for you to accept or decline those assignments. You retain complete control to accept or decline any or all of the assignments. In its discretion, the Conference may require you to identify in writing which proposed assignments you have accepted and which ones you have rejected.

10. Game Fees/Expenses. For each game that you officiate pursuant to this Agreement, you will be entitled to receive the following game fee and payments subject to the terms of this Agreement:

- (a) Game Fee.
 - (i) A fee of \$650 per game officiated by you that you are assigned as an Umpire.

- (b) Per Diem. In addition to the game fee as set forth above:
 - (i) Officials will receive one of the following per diem rates per day based on mileage from the official's home to the host site for each game that you officiate, except as set forth in Section 10(b)(ii) below.
 - (A) Officials who travel (drive) under 35 miles one way shall receive \$50 per diem per day.
 - (B) Officials who travel (drive) at least 35 miles and under 150 miles one way shall receive \$120 per diem per day.
 - (C) Officials who travel (drive) at least 150 miles one way shall receive \$235 per diem per day.
 - (D) Officials who travel (fly) at least 200 miles one way shall receive \$235 per diem per day.

 - (ii) Notwithstanding the foregoing:
 - (A) For travel (drive) to a host site on a non-game day to be tested for COVID-19 at the site and you do not stay overnight to officiate the game on the following day but travel (drive) to the site again on such following day and officiate such game: (1) if you travel (drive) under 35 miles one way, you will not receive the per diem amount(s) in Section 10(b)(i) above, and (2) if you travel (drive) at least 35 miles one way, you will receive the applicable per diem amount(s) in Sections 10(b)(i)(B) or (C) above; and
 - (B) For the travel day of departure following completion of the official's duties of officiating the game, officials that require an overnight stay(s) for the travel set forth above in Section 10(b)(i)(A) – (D) will receive \$60 per diem for such travel day of departure instead of the amounts set forth in the foregoing (A) – (D) for such day of departure.

For example, If the official drives to a host site 160 miles away from his/her home to officiate a game that occurs on the same day of travel and departs the host site the same day of the game to travel home, the official shall receive a total per diem amount of \$235 for such game travel if he/she officiates such game. If the official drives to a host site 160 miles away from his/her home to officiate a game that occurs on the day following the travel to the host site, has an overnight stay the day of travel to the host site, officiates the game and has another overnight stay the day of the game, and departs the host site on the day following the game to travel home, the official shall receive a per diem amount of \$235 for the day of travel to the host site, a per diem amount of \$235 for the following day on which the game occurred, and a per diem amount of \$60 for the day of departure from the host site, for a total per diem amount of \$530 for such game travel if he/she officiates such game.

- (c) Cancelled Games.
 - (i) Cancellation After Arrival at Game Site: Notwithstanding the Force Majeure provision of this Agreement, if you are scheduled to provide services at a game that is cancelled after you arrive at the game site (i.e., stadium, arena, etc.), you will receive the game fee and you will receive the per diem for such game as set forth in and subject to Section 10(b) herein.

 - (ii) Cancellation After Arrival at Locale But Before Arrival at Game Site: Notwithstanding the Force Majeure provision of this Agreement, if you are scheduled to provide services at a game that is cancelled before you arrive at the game site but after you arrive in the locale (i.e., city or nearest airport) of the game site, you will not receive the game fee and you will receive the per diem for such game as set forth in and subject to Section 10(b) herein.

 - (iii) Cancellation While in Route to the Locale: Notwithstanding the Force Majeure provision of this Agreement, if you are scheduled to provide services at a game that is cancelled after you have commenced travel and are traveling in route to the locale of the game site, you will not receive the game fee and you will receive the per diem as set forth in and subject to Sections 10(b) herein.

- (iv) Cancellation Before Commencing Travel to the Locale: Notwithstanding the Force Majeure provision of this Agreement, if you are scheduled to provide services at a game that is cancelled before you commence travel to the locale of the game site, you will not receive the game fee and you will not receive any per diem as set forth in and subject to Section 10(b) herein.
- (v) Contractor Is Actually or Presumed Positive for COVID-19: If you are actually or presumed positive for COVID-19 based upon a test result received for the game that you are scheduled to officiate and as a result, are prohibited from officiating the game: (A) if on game day or at the game site, you will not receive the game fee, and you will receive the per diem as set forth in and subject to Sections 10(b) and herein; and (B) if not tested at the game site, you will not receive the game fee, and you will not receive any per diem set forth in Section 10(b) herein.

You are not entitled to reimbursement for any other expenses you may incur, and the Conference will not reimburse you for any such expenses except those expenses expressly set forth in Sections 10(b) and 10(c) above unless expressly approved in writing by the Commissioner of the Conference or his designee in his/her sole discretion.

Further, except as otherwise expressly set forth above in this Section 10 of this Agreement or as approved in writing by the Commissioner of the Conference or his designee in his/her sole discretion, the amount of the event fee for which you are eligible will not change regardless of the length of the event or any related delays, including, but not limited to, delays caused by weather or any other factors.

11. Restrictions on Use of Confidential Information. The Conference may disclose to you, and you may obtain, certain confidential and proprietary information of the Conference, including, without limitation, the terms of this Agreement, in connection with the performance of your services under this Agreement. You acknowledge and agree that you shall not disclose any terms of this Agreement or any other such confidential or proprietary information to any third party except as may be required by law, and that disclosure to a third party or misuse of such proprietary or confidential information would irreparably harm the Conference.

12. Cease Operations/Force Majeure. In the event the Conference ceases to operate, or is otherwise unable to carry out its normal business activities, as determined in the sole and exclusive discretion of the Conference, due to emergent circumstances or other reasons beyond the control of the Conference, including without limitation, acts of war, public emergency, epidemic, governmental or regulatory orders or rules, pandemic (including, without limitation, COVID-19 pandemic and health concerns related thereto), terrorist act or threat, extreme weather, act of God, or military mobilization, or for a non-emergency reason (e.g., labor issues such as a labor dispute, strike or lockout), or for any other event or circumstance which makes it impractical or prevents the Conference from conducting regular business operations, including without limitation, cancellation of any or all of the games during any portion of a season or seasons during the duration of this Agreement (collectively the “Event”), then the Conference in its sole discretion can terminate this Agreement effective immediately by notifying you at any time of such Event. Upon receipt of notice of such Event, you will not be entitled to any further game fees or reimbursement for any expenses incurred, except as otherwise set forth in this Agreement.

13. Termination. The term of this Agreement shall terminate automatically at the end of the 2020-2021 season or earlier as otherwise set forth in this Agreement. You may terminate this Agreement at any time by providing the Conference’s Coordinator of Officials with thirty (30) days advance notice, in writing, in order to allow the Conference adequate time to find a replacement for any game assignments that you previously accepted. Further, notwithstanding and in addition to any other provision herein, this Agreement and any or all game assignments that you accept are subject to immediate cancellation upon oral or written notice to you by the Commissioner or the Coordinator of Officials when either the Commissioner or the Coordinator of Officials, in their sole and exclusive discretion, deem such cancellation to be in the best interest of the Conference, or if you fail to perform any or all requirements of, or if you breach any terms of, this Agreement. Upon receipt of notice of such cancellation, you will not be entitled to any further game fees or reimbursement for any expenses incurred.

14. Severability/Adjustment of Restraints. In the event that any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder hereof shall not in any way be affected or impaired thereby, and any such provision or provisions shall be enforced to the fullest extent permitted by law. Moreover, if any one or more of the provisions contained in this Agreement is held to be excessively broad as to duration, scope, activity or subject (including but not limited to the restrictive covenants contained in this Agreement), such provisions will be construed by excising, limiting and/or reducing them so that this Agreement is enforceable to the maximum extent compatible with applicable law.

15. Notices. Any notice required to be given by the Conference hereunder to you shall be in proper form if signed by an authorized representative of the Conference giving notice. Until one party shall advise the other in writing to the contrary, notices shall be deemed delivered:

(a) To the Conference if:

(i) Delivered by electronic mail: to Janelle McDaniel at jmcdaniel@bigten.org; and

(ii) Mailed, certified or registered mail, postage prepaid, or overnight courier, to: The Big Ten Conference, Inc. 5440 Park Place, Rosemont, Illinois 60018, Attention: Commissioner; with a copy to: The Big Ten Conference, Inc. 5440 Park Place, Rosemont, Illinois 60018, Attention: General Counsel.

(b) To you if delivered to you in person or if mailed, by certified or registered mail, postage prepaid, to the address that you provide, in writing, to the Conference, or to your e-mail address that the Conference has on file.

16. Complete Agreement. This Agreement sets forth the entire agreement between the parties and supersedes any written or oral understanding, promise or agreement directly or indirectly related to your performance of services for the Conference. Any amendments, supplements or modifications to this Agreement shall not be valid unless they are made in a writing that is signed by you and an authorized representative of the Conference.

17. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Illinois.

18. No Construction Presumptions. No statute, case law, or rule of interpretation or construction that would or might cause any provision of this Agreement to be construed against the drafter shall have any force or effect with respect to this Agreement.

19. Headings. The headings in this Agreement are solely for convenience of reference and shall not affect its interpretation.

20. Written Modifications. This Agreement shall not be amended, modified or supplemented without the written agreement of the parties at the time of such amendment, modification or supplement.

21. Remedies/Dispute Resolution. The Conference and you agree that all disputes arising out of or related to this Agreement or the termination of this Agreement shall be brought within six months of the act or omission that gives rise to the dispute and shall be submitted to binding arbitration with the Employment Arbitration Rules of the American Arbitration Association (“AAA”). The parties shall equally share responsibility for all AAA fees except the filing fee (which will be the responsibility of the filing party), and that the filing fee will be limited to that in the employment dispute resolution rules of the AAA. The arbitrator shall be required to determine all issues in accordance with the applicable laws of the State of Illinois, and the arbitration shall be brought and take place exclusively in Cook County, Chicago, Illinois. The arbitrator shall have the power to award any type of legal or equitable relief available in a court of competent jurisdiction, including, but not limited to, attorneys’ fees and costs, to the extent such relief is available under applicable law. The arbitrator will issue a written statement of decision, including findings of fact and conclusions of law.

You and the Conference also agree and understand that arbitration shall be the exclusive method of resolving all disputes relating to this Agreement or the termination of this Agreement. You and the Conference also agree that any dispute arising out of or related to this Agreement shall be brought exclusively in Cook County in the State of Illinois. YOU SPECIFICALLY ACKNOWLEDGE THAT BY EXECUTING THIS AGREEMENT, YOU WAIVE THE RIGHT TO A JURY TRIAL OR BENCH TRIAL IN A COURT OF LAW AS TO ALL DISPUTES CONCERNING THIS AGREEMENT, OR TERMINATION OF THIS AGREEMENT AS WELL AS ANY OTHER FEDERAL, STATE, OR LOCAL LAW, ORDINANCE, OR REGULATION, OR BASED ON ANY PUBLIC POLICY, AGREEMENT (INCLUDING THIS AGREEMENT), TORT, OR COMMON LAW OR ANY CLAIM FOR COSTS, FEES, OR OTHER EXPENSES INCLUDING ATTORNEYS' FEES, BREACH OF AGREEMENT, OR ANY DAMAGES OF ANY KIND ARISING OUT OF THIS AGREEMENT OR THE TERMINATION OF THIS AGREEMENT.

You have signed this Agreement, which includes an agreement to arbitrate disputes related to this Agreement, knowingly, voluntarily and free from duress or coercion.

22. **Waiver of Breach.** Any failure by the Conference to insist on strict performance of any terms of this Agreement shall not be construed as a waiver by the Conference of any rights under this Agreement.

23. **No Reliance.** You acknowledge that you have read this Agreement carefully and understand its meaning and consequences, and that you have not relied on any oral or written statement or representation other than as set forth in this Agreement in choosing to execute this Agreement. You further declare that you have had the opportunity to have the contents of this Agreement explained to you fully by legal counsel of your own selection, and have acted voluntarily and of your own free will in executing this Agreement.

24. **Counterparts/Signature.** This Agreement may be executed in separate counterparts, each of which when so executed shall be an original but all of such counterparts shall together constitute but one and the same instrument.

25. **Sufficient Consideration.** The parties acknowledge and agree that their promises, obligations, forbearances and/or releases constitute sufficient consideration for the enforceability of this Agreement and hereby waive any argument, now or in the future, that this Agreement fails for lack of consideration.

26. **Additional Provisions.**

(a) You agree to provide the Conference with such information as may be required to assist the Conference with the coordination of payments to you for the services you render pursuant to this Agreement.

(b) You hereby consent to the Conference performing background and/or credit checks about you in a scope as broad as the Conference, in its sole discretion, deems necessary. The Conference may perform such background and/or credit checks at any time before, during or after the season. You further agree to provide the Conference with any additional written authorization(s) or document(s) that the Conference may require in order to perform any such background and/or credit checks.

(c) You hereby consent to the release of information to the Conference associated with any patronage of any casino or gambling venue, including, but not limited to: accounting information, date(s) of visit(s), gambling information (including reportable winnings), and other information related to patronage of the venue.

(d) You shall abide by all applicable federal, state, and/or local laws, rules, orders, and/or regulations, and any and all other applicable directives, rules, orders, regulations, and/or requirements (e.g., of public health agencies, the Conference, NCAA, facility, etc.), including, but not limited to, related to COVID-19 and/or to any other communicable diseases. This includes, but is not limited to, complying with any testing, screening or other entrance, reporting and/or other requirements imposed by the Conference, or any association (e.g., NCAA, etc.), universities, institutions or facilities in connection with games that you are scheduled to officiate, as well as other directives, including, without limitation, those that are intended to reduce the risk of transmission of COVID-19 or other such diseases between persons.

You fully understand and appreciate both the known and potential dangers of officiating a game in the midst of the current pandemic and that you may, despite the Conference's efforts to mitigate such

dangers, be exposed to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death. You voluntarily assume all such risks.

You hereby grant the Conference, the NCAA, or any third party hired by the Conference or the NCAA the authority to collect specimens from you and to conduct testing for COVID-19, with the frequency and method of such testing to be determined in the sole discretion of the Conference or the NCAA. You agree to provide the Conference or the NCAA, as applicable, with any additional written authorization(s) or document(s) that the Conference or the NCAA may require in order to perform such testing. Should you fail to authorize such testing, you understand and consent that such failure may, at Conference’s sole discretion, exclude you from being permitted to serve as an official under this Agreement. You acknowledge and agree that at the Conference’s sole discretion, tests may be de-identified, and you may not receive test results. If presumptive or confirmatory results are identified, you authorize your test results to be disclosed to the Conference for any purpose and to the county, state, or to any other governmental entity as may be required by law. You understand that neither the Conference nor its contractors are acting as your medical provider. Testing does not replace treatment by your medical provider. You assume complete and full responsibility to take appropriate action with regards to any test results the Conference or its contractor may provide to you, including seeking medical advice, care, and treatment from your medical provider. You understand that, as with any medical test, there is the potential for false positive or false negative test results to occur. Neither the Conference nor the NCAA has any liability or other responsibility for the results of any COVID-19 tests.

(e) Neither this Agreement nor any of your rights, duties or obligations herein shall be assignable or assigned by you without the prior written consent of the Conference.

(f) You represent and warrant that entering into this Agreement with the Conference does not constitute a breach of any contract, agreement or legal obligation with or to a third party, and that you are not bound by or subject to any agreement or other legal obligation with a third party that would adversely impact your ability to perform services for the Conference under this Agreement.

27. Acknowledgement Of Full Understanding. You acknowledge and agree that you have fully read, understand and voluntarily enter into this Agreement. You acknowledge and agree that you have had an opportunity to ask questions and consult with an attorney of your choice before signing this Agreement.

If the foregoing terms are acceptable, you should date and sign the Agreement in the space provided below and return the signed copy of the Agreement to the attention of Janelle McDaniel at jmcdaniel@bigten.org promptly upon your receipt of this Agreement.

THE BIG TEN CONFERENCE, INC.

By: _____
Kevin Warren, Commissioner

Date: _____

Date: _____

Signature of Official: _____

Print Name: _____

