



AGREEMENT

This Agreement is made and entered into effective «EFFECT», by and between the Kentucky High School Athletic Association, an unincorporated association, whose address is 2280 Executive Drive, Lexington, Kentucky 40505 (hereinafter “KHSAA”) and «ASSIGNER», whose address is «ADDRESS1», «CITYLINE» (hereinafter “Contractor”).

The KHSAA is desirous of contracting with a person or persons who possess certain special skills necessary to perform the services of assigning KHSAA licensed officials for «LEVELS» contests between member schools in the sport(s) of «SPORT» in Region(s) «REGION», except for KHSAA sponsored (district, region, semi-state, section and state) championship competition (the “Services”), upon and subject to the terms and conditions set forth in this Agreement. The Contractor possesses the special skills necessary for performance of the Services. Accordingly, the KHSAA hereby engages Contractor to provide the Services. In connection with the performance of the Services, the parties mutually agree as follows:

Section 1. Duration and Termination. Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on «STARTDATE», and shall terminate on «ENDDATE», and, provided that the KHSAA is satisfied with the Services of the Contractor, shall be renewable for an additional one year term on an annual basis. This Agreement may be terminated at any time with notice by the KHSAA for cause, which shall include any of the following reasons: (a) death or disability of Contractor; (b) the KHSAA’s dissatisfaction with the Services of Contractor; (c) Contractor’s failure to follow applicable KHSAA bylaws, state and federal laws and/or accepted community standards; (d) Contractor’s failure to perform to professional standards; or (e) any other cause or reason that may be deemed by the KHSAA to adversely affect its interests. Such termination shall be effective as of the date of the notice, but may be reviewed by the KHSAA Board of Control at its next regularly scheduled meeting provided that Contractor files a written request with the KHSAA within five (5) days of said notice. In the event of termination prior to completion of the Services, Contractor or his heirs or assigns shall be paid for all Services performed to the time of termination. This agreement terminates and supersedes any previous agreement.

Section 2. Compensation. The KHSAA shall pay Contractor for the Services as follows:

(a) An estimated payment of «SALARY» Dollars, based on the year’s totals will be payable during the sports season, provided that the Services are performed to the satisfaction of the KHSAA. Final compensation will be based on the completed KHSAA Form (OF116) which is due from the Assignor two weeks after the specific sports season begins.

Section 3. Duties and Responsibilities of Contractor. In performing the Services, Contractor shall perform the Services diligently, effectively and to the best of Contractor's ability. The duties, unless modified in writing, shall include, but not be limited to:

- (a) regularly and routinely communicate with the KHSAA regarding the progress of the Services;
- (b) regularly and routinely coordinate with the KHSAA to carry out the KHSAA's goals as they relate to the Services;
- (c) communicate with the Principal and/or designated representative per KHSAA Bylaw 1 of each member school within Contractor's Region(s) at least once during the sports season regarding the progress of the Services;
- (d) perform at least one (1) on-site visit at each member school within the Contractor's Region(s) at least once every three (3) years;
- (e) organize, supervise and conduct a minimum of six (6) local officials association meetings during the school year other than the annual KHSAA sponsored Rules Clinic, and provide the KHSAA with a schedule of those meetings and a roster of attendance at those meetings within four (4) weeks of the end of the applicable sports season;
- (f) not assign an unlicensed official to any contest;
- (g) provide the member schools within Contractor's Region(s) with an opportunity to timely and confidentially "red-line" or "scratch" officials that the schools do not want officiating their school's regular and post-season contests;
- (h) observe and/or ensure the evaluation of the performance of each varsity official assigned to a contest at least once during the sports season, and, at the conclusion of the sports season, provide the KHSAA with a list of all officials observed and evaluated;
- (i) prior to KHSAA sponsored (district, region, semi-state, section and state) championship competition in the sport, provide member schools with an opportunity to rate officials and then relay these ratings to the KHSAA in order to assist the KHSAA with making appropriate officiating assignments for KHSAA sponsored championship competition;
- (j) attend the annual KHSAA sponsored Assigning Secretaries meeting held at the KHSAA office;
- (k) attend at least one KHSAA sponsored Rules Clinic for the sport within the respective area of jurisdiction;
- (l) attend at least one KHSAA sponsored summer clinic or camp once every three (3) years, provided such clinics or camps are offered or approved by the KHSAA;

(m) within two weeks of the start of the sports season, provide the KHSAA with a list of the current local officials association roster and timely notify the KHSAA of any changes thereto;

(n) throughout the applicable school year, distribute recruiting information through regional media outlets and public service announcements on an as needed basis; and

(o) neither accept nor request compensation for the Services from any person or entity other than the KHSAA.

(p) provide materials and reports to KHSAA, within the timelines for submitting documentation regarding fulfillment of said duties, as established by the KHSAA.

Section 4. Independent Contractor. Contractor is an independent contractor with skills of a special nature needed by the KHSAA for the performance of the Services. Nothing contained in this Agreement creates an employer/employee relationship between the parties. The terms of this Agreement have been established by mutual agreement, Contractor has the right to set the hours and number of hours worked, and Contractor has the right to control the manner and means in which the Services are performed; provided that the Services are performed in a diligent and timely fashion and Contractor otherwise complies with the terms of this Agreement. Nothing in this Agreement shall be construed as creating a joint venture, agency, or partnership between the KHSAA and the Contractor. Neither the Contractor nor the KHSAA shall be an agent or representative of each other with the authority to act for or bind the other. In executing this Agreement, Contractor acknowledges that Contractor is not entitled to receive through the KHSAA any workers' compensation or other benefits or any entitlements under unemployment statutes or regulations of federal, state, provincial or other governmental body. Contractor further acknowledges that the KHSAA will not provide any benefits or entitlements, *e.g.*, health insurance, paid vacation, etc., other than as expressly provided herein. However, actions of the Contractor may be covered by the Officials Division Directors and Officers Insurance Policy if Contractor has performed accordingly to the terms herein. As a Contractor, you are not restricted from having other employment while this Agreement is in effect.

Section 5. Confidentiality. Contractor shall not directly or indirectly at any time, either during the term of this Agreement or thereafter, use or disclose, or authorize anyone else to use or disclose, any confidential information relating to any aspect of the business of KHSAA or the Services without the written consent of KHSAA. Confidential information includes information disclosed to Contractor or known by Contractor as a consequence of, or through, the performance of the Services in connection with this Agreement (including information conceived, originated, discovered, or developed in whole or in part by Contractor in the performance of the Services), not generally known in the relevant trade or industry, about the KHSAA's business, products, processes, and services, and the documentation thereof. Confidential information also includes each member school's rating of officials, and the list of officials that the member schools have "red-lined" or "scratched" from officiating their school's regular and post-season contests.

Section 6. Return of Documents. Upon completion of the Services or termination of this Agreement for any reason, Contractor agrees to return to or leave with the KHSAA all documents,

records, notebooks, and other repositories of or containing confidential information, including all copies thereof, as well as all originals and all copies of all materials developed by Contractor, or other tangible KHSAA property, whether prepared by Contractor or others, then in Contractor's possession or under Contractor's control.

Section 7. Absence of Conflict. Contractor represents that the performance of all of the terms of this Agreement does not and will not breach any agreement to keep in confidence proprietary information acquired by Contractor in confidence prior to Contractor's execution of this Agreement, that the performance of all of the terms of this Agreement does not and will not breach any agreement of employment or any noncompetition agreement or other agreement to which Contractor is a party which remains or may remain in effect as of the date hereof, and that Contractor has not entered into, and will not enter into, any agreement either written or oral in conflict with this Agreement. Contractor further represents that he/she has not brought and will not bring with him/her to the KHSAA or use in the performance of the Services any materials or documents of a former employer or other company for whom Contractor has performed work that is not generally available to the public, unless Contractor has obtained express written authorization from the former employer or other company for their possession and use. Contractor also represents that he/she (a) shall not serve as a voting member of a regional policy board or local officials association, (b) shall not officiate interscholastic competition in the sport and on the level at which he/she is making contest assignments unless approved in writing by the KHSAA and (c) shall not serve as a high school coaching staff member (volunteer or otherwise) in the sport for which they perform assignment duties.

Section 8. Nonsolicitation of Employees. During the term of this Agreement and for a period of six (6) months from the termination hereof for any reason, Contractor shall not directly or indirectly, either on his/her own account for any person, firm, partnership, corporation, or other entity (a) solicit, interfere with or endeavor to cause any employee or independent contractor of the KHSAA to leave his or her employment, or (b) induce or attempt to induce any such employee or any independent contractor to breach his or her employment or other agreement with the KHSAA.

Section 9. Indemnification. Contractor agrees to indemnify and hold harmless the KHSAA from any liability, action, suit, damage, award, fee or expense (including court costs and attorney's fees) in any way arising directly or indirectly out of and/or in the course of the performance of the Contractor's duties hereunder.

Section 10. Reasonableness of Restrictions. Contractor has carefully read and considered the provisions hereof and having done so, agrees that the restrictions set forth in this Agreement (including, but not limited to the time periods and geographical areas of restriction) are fair and reasonable and are reasonably required for the protection of the interests of the KHSAA.

Section 11. Separate Covenants. This Agreement shall be deemed to consist of a series of separate covenants. Should a determination be made by a court of competent jurisdiction that the character, duration, or geographical scope of any provision of this Agreement is unreasonable in light of the circumstances as they then exist, then it is the intention and the agreement of the KHSAA and Contractor that this Agreement shall be construed by the court in such a manner as to impose only those restrictions on the conduct of Contractor which are reasonable in light of the circumstances as they then exist and as are necessary to assure the KHSAA of the intended benefit of this Agreement.

Section 12. Assignment. This Agreement shall be binding upon, and shall inure to the benefit of, the KHSAA, the Contractor, and their respective successors, heirs and assigns; provided that the Services to be performed by Contractor are unique and personal to Contractor and cannot be delegated to another without the express written consent of KHSAA. The KHSAA shall have the right to assign its rights hereunder to any successor in interest, whether by merger, consolidation, sale of assets, or otherwise.

Section 13. Governing Law and Venue. It is understood and agreed that the construction and interpretation of this Agreement shall, at all times and in all respects, be governed by the internal laws of the State of Kentucky, without giving effect to the conflict of laws provisions thereof. Venue of any action brought to enforce or relating to this Agreement shall be brought exclusively in the Circuit Court of Fayette County, Kentucky, or the United States District Court for the Eastern District of Kentucky, Central Division at Lexington.

Section 14. Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity or enforceability of any one or more of the other provisions hereof.

Section 15. Entire Agreement. This Agreement contains the entire agreement and understanding by and between the KHSAA and Contractor with respect to the covenants contained herein, and no representations, promises, agreements, or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. No valid waiver of any provision of this Agreement at any time shall be deemed a waiver of any other provision of this Agreement at such time, or will be deemed a valid waiver of such provision at any other time.

Section 16. Contractor Acknowledgment. Contractor acknowledges that he/she has read and understand the provisions of this Agreement, that he/she has been given an opportunity for legal counsel to review this Agreement, that the provisions of this Agreement are reasonable, and that he/she has received a copy of this Agreement.

KHSAA and Contractor have duly executed this Agreement as of the day and year first written above.

Name Julian Tackett

Name _____

Title: Commissioner

Title: _____

Signed (KHSAA)

Signed (Contractor)

Name Angela Passafiume

Title: Assistant Commissioner

Signed (KHSAA)