



FLOYD COUNTY BOARD OF EDUCATION
Danny Adkins, Superintendent
442 KY RT 550
Eastern, KY 41622
Telephone (606) 886-2354 Fax (606) 886-4550
www.floyd.kyschools.us

Sherry Robinson- Chair - District 5
William Newsome, Jr., Vice-Chair - District 3
Linda C. Gearheart, Member - District 1
Dr. Chandra Varia, Member- District 2
Rhonda Meade, Member - District 4

FLOYD COUNTY BOARD OF EDUCATION ISSUE PAPER

Date: October 21, 2020

Action Item: Consider/Approve: Agreement for software/cloud upgrade with TimeClock Plus.


Applicable Statute or Regulation: BOE Policy 01.11 General Powers and duties of the board.

Fiscal/Budgetary Impact: \$18/employee license for upgrade to the cloud based program along with a onetime support service of \$1350.

Recommended Action: Approve as presented.

Contact Person: Tiffany Warrix Campbell, Director of Finance/Treasurer


Director


Superintendent



TimeClock Plus®
a better sense of time™

**TIMECLOCK PLUS, LLC
MASTER SERVICE ORDER FORM
MASTER LICENSING AGREEMENT**

CONTRACT START DATE: _____

CLIENT INFORMATION

Bill To: Floyd County Board of Education
Billing Address: 442 KY RT 550
Eastern Kentucky 41622

Contract Contact Name: Tiffany Warrix Campbell
Contract Contact Email: tiffany.warrix@floyd.kyschools.us

Billing Contact Name: Angie Bentley

Support Contact Name: Tiffany Warrix Campbell

Billing Contact Email: angie.bentley@floyd.kyschools.us

Support Contact Email: tiffany.warrix@floyd.kyschools.us

Billing Contact Phone: 606-886-4558

Support Contact Phone: 606-886-4508

BILLING TERMS

INITIAL SERVICE TERM	BILLING CYCLE	PAYMENT TERMS	PAYMENT METHOD	START DAY OF WEEK
1 Year	Annually	Net 30	Net Terms / PO	

For Credit Card or Bank Draft Payment complete one of the following:

CARD TYPE		CARD NUMBER		EXPIRATION DATE			
FINANCIAL INSTITUTION		ACCOUNT NUMBER		ROUTING NUMBER		CITY & STATE	

☐ **Credit Card and Bank Draft Billing Terms:**

Client hereby authorize TimeClock Plus, LLC ("TCP") to draft from the indicated account or charge the indicated credit card for TimeClock Plus Services and other applicable fees. Client agrees that this is one-time or, as applicable, a recurring charge that will be made according to the billing cycle selected, and that to terminate any recurring billing process Client must either cancel this Agreement under the terms outlined herein, or arrange for an alternative method of payment prior to the next billing cycle.

Client understands that cancellations must be made in writing as outlined in the TimeClock Plus Licensing Agreement. Client further understands that Services rendered are not refundable.

If utilizing recurring bank draft, Client acknowledges that the origination of ACH transactions from Client's account must comply with the provisions of U.S. law. This authority will remain in effect until Client has cancelled it in writing.

Recurring payments will be initiated by TCP within 3 business days from the invoice date stated on your monthly invoice. If a charge is rejected for any reason, TCP will initiate another charge in the same amount, on the invoice due date. If the second draft is rejected and no other provision is made for payment on or before the invoice due date, your payment will be considered delinquent.

☒ **Net Payment Terms:**

The balance of outstanding invoices shall be due and payable in accordance with the payment terms selected in the Billing section of this Agreement. Client agree to pay TCP for products and services at our offices at 1 Time Clock Drive, San Angelo, TX 76904.

TimeClock Plus, LLC ("TCP")

1 TimeClock Drive
San Angelo, TX 76904

SERVICE TERMS & CONDITIONS

TimeClock Plus, LLC ("TCP"), a Delaware limited liability company, will provide Client and its authorized Employees and Users access to the Services during the Initial Service Term. TCP shall make Services available to Client twenty-four (24) hours a day, seven (7) days a week except for interruptions by reason of maintenance or downtime beyond TCP's reasonable control. Client will be responsible for all equipment and software required for Client to access the Internet including, without limitation, a web browser compatible with the Services. Client agrees to comply with all applicable data protection laws and to act as Data Controller, and appoint TCP as Data Processor, of Personal Data and information entered into TimeClock Plus by Client's Employees and Users. Client acknowledges that TCP is not responsible for any use or misuse of the Services by Client or its employees or contractors or for ensuring Client's adherence to applicable laws. Client understands and agrees that your use of and access to TimeClock Plus Services is subject to the complete terms and conditions (Licensing Agreement) found at:

Terms and Conditions: <https://www.timeclockplus.com/terms/on-demand>
Data Processing Terms: <https://www.timeclockplus.com/terms/dpa>
Supplemental Support & Maintenance Terms: <https://www.timeclockplus.com/agreements/hardware-support> (As Applicable)

Client shall pay all fees or charges in accordance with those outlined on the Invoice placed at the time of purchase. Payments will be made in advance of the Service being provided and may be made annually, quarterly or monthly, or as otherwise mutually agreed on this Master Service Order Form. Charges will be equal to the number of total employees multiplied by the applicable Monthly Employee Fee as defined in the Licensing Agreement. Total employees each month are defined as the maximum number of Employees who are made Active at any time and for any duration during any calendar month. Client may add additional Employees as desired each month by paying the Monthly Employee Fees, prorated through the end of the Term, for those added.

The Term of this Agreement will commence the day the web site interface for the Services is made accessible to you via the Internet or on the Contract Start Date, whichever is later, and will continue for the Initial Service Term. Thereafter this Agreement will automatically renew for successive periods of the same duration as the Initial Service Term unless either party gives the other party thirty (30) days' notice of its intent not to renew. Pricing of subsequent Terms may be subject to the renewal pricing set forth in the notes section of the TCP Invoice. Client hereby acknowledges that special pricing offered for initial Terms may not be valid at the time of renewal.

By signing this Master Service Order Form for TimeClock Plus Services, you represent, warrant and certify that (a) you are 18 years of age or older; (b) you are authorized to bind the company or organization named above under this Agreement, (c) you are authorized to use the payment method specified to engage in transactions relating to TimeClock Plus Services, including any recurring payment information, and (d) you have read, understand and agree to the terms and conditions of this Agreement.

Accepted by:

Client	TimeClock Plus, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____