



Kenton County School District | It's about ALL kids.

# Issue Paper

**DATE:**

April 18, 2023

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve Renew Event Link one-year subscription with Simon Kenton High School and Dixie Heights High School for the 2023-24 school year.

**APPLICABLE BOARD POLICY:**

01.1 Legal Status of Board

**HISTORY/BACKGROUND:**

Event Link is an online platform where coaches can schedule games and practices and gives access to fans, athletes, parents, and administrators to see schedules and any changes. Event Link will also create an athletic website that will help promote the school and athletics.

**FISCAL/BUDGETARY IMPACT:**

School Athletic Budget

**RECOMMENDATION:**


Approval Renew Event Link for one-year subscription with Simon Kenton High School and Dixie Heights High School for the 2023-24 school year.

**CONTACT PERSON:**

Matt Wilhoite

  
Principal/Administrator

  
District Administrator

  
Superintendent

*Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.*

*Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.*

## 2023 Eventlink Contract

2880 Old U.S. Hwy. 231 S.  
Lafayette, IN 47909-2414  
Phone: (866) 330-7710  
Fax: (765) 471-8874

### Contact

Mr. Derek Bosse, Athletic Director  
Phone: (859) 341-7650  
Cell/Summer Number:  
Email: derek.bosse@kenton.kyschools.us

### Athletic Director

Mr. Derek Bosse, Athletic Director  
Phone: (859) 341-7650  
Fax:  
Email: derek.bosse@kenton.kyschools.us

Date: 3/21/2023

Sales Rep: Brandon Smith  
Carl Dick  
John Beardmore  
CSR: Mandy Betances  
Barbara Marshall  
Email: sales@eventlink.com

### Billing and Shipping

Product	Package	Base Cost
Eventlink	Athletics only	\$300.00
Full version		\$1,000.00 x 0 \$0.00
Athletics only		\$300.00 x 1 \$300.00
Conversion Fee		\$150.00 x 0 \$0.00
<b>Sub-Total*</b>		<b>\$300.00</b>
Sales Tax: Exempt#: b-470		\$0.00
* Net 30 (Net due within 30 days from invoice date)		
* Sales tax will be added if applicable		
<b>Total (USD)</b>		<b>\$300.00</b>

### Term and Fees.

The initial term of this agreement shall commence on the date that Customer executes this agreement (the "Start Date") and shall continue until the date that is one year after that date. Upon expiration of the initial term, this agreement shall automatically renew annually unless terminated as provided herein. For subsequent years, the Contract Total will be billed at Start Date.

Customer shall pay Eventlink all sums due under this agreement as follows: The contract total will be due on the Start Date (net 30).

### Administrative Account Registration and Security.

Customer is responsible for protecting the security and confidentiality of its username and password and access to the secured portal of Eventlink™. Eventlink does not endorse any sponsorship advertisement included in a Eventlink™ message or any other communication. Customer is entirely responsible for any and all activities that occur under its account. Customer agrees to notify Eventlink immediately of any unauthorized use of its account or any other breach of security. Eventlink will not be liable or responsible for any loss that Customer may incur as a result of unauthorized use of School's account, including but not limited to someone using Customer's password or account without authorization, either with or without Customer's knowledge ("Unauthorized Use"). However, Customer shall be liable for losses incurred by Eventlink or another party due to Unauthorized Use of Customer's account. Eventlink reserves the right at all times to disclose any information related to Customer's account as Eventlink deems necessary to satisfy any applicable law, regulation, legal process or governmental request.

**Compliance with Laws.** Customer is solely responsible for providing the interface between Customer's student information system and Eventlink™ and shall, as necessary and appropriate, provide data and information from such system. Customer is solely responsible for the security and protection of all protected student information and the knowledge of and adherence to any and all contracts, laws, statutes, rules and regulations pertaining to Customer's use of Eventlink™ and the dissemination of information through Eventlink™, including but not limited to the Family Education Rights and Privacy Act (20 U.S.C. § 1232(g) et seq) and the corresponding regulations. By using Eventlink™, Customer agrees that it will not or allow others to: 1) Use Eventlink™ for other than informational purposes; 2) Post or transmit any unlawful, threatening, libelous, harassing, defamatory, vulgar, obscene, pornographic, profane, or otherwise objectionable content; 3) Use Eventlink™ to impersonate other parties or entities; or 4) Use Eventlink™ to upload any content that contains a software virus, or any computer code, files, or programs that may alter, damage, or interrupt the functionality of Eventlink™ or the hardware or software of any person who uses Eventlink™.

**Disclaimer.** Eventlink™ messages and alerts may be delayed during transmission for technical reasons. Eventlink and/or its respective suppliers make no representations about the content, suitability, reliability, availability, timeliness, or accuracy of the information, software, products, services and related information related to Eventlink™ or contained within Eventlink™ messages or on the website for any purpose, including changes to event information made by Customer administrators, unauthorized use of Eventlink™, and the receipt, delivery, or notification of notices, and specifically disclaims all liability related to such. Eventlink does not warrant that Eventlink™ will be virus free. All such Eventlink™ information, software, products, and services are provided "as is" without warranty of any kind, at Customer's own risk. Eventlink SPECIFICALLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTY OF MERCHANTABILITY.

Customer specifically agrees that Eventlink shall not be responsible for unauthorized access to or alteration of Customer's transmissions or data, or any material or data sent or received or not sent or received to any device. Customer specifically agrees that Eventlink is not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights. In no event shall Eventlink and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, loss of life, injuries, data or profits, arising out of or in any way connected with the use or performance of Eventlink™, with the delay or inability to use Eventlink™ or related services, the provision of or failure to provide Eventlink™ services, or for any information, software, products, or services obtained through the Eventlink™ service, or otherwise arising out of the use of Eventlink™, whether based on contract, tort, negligence, strict liability or otherwise, even if Eventlink or any of its suppliers has been advised of the possibility of damages. If Customer is dissatisfied with any portion of Eventlink™, or with any associated terms of service, Customer's sole and exclusive remedy is to request that Eventlink turn off or terminate Eventlink™.

**Indemnity.** Customer agrees to indemnify, defend, and hold harmless Eventlink, its affiliates, and their respective shareholders, directors, officers, employees and agents from and against any and all liability associated with any claim arising out of Customer's use of and its dissemination of information through Eventlink™, including but not limited to compliance with the Family Education Rights and Privacy Act (20 U.S.C. § 1232(g) et seq) and the corresponding regulations, and its breach of this Agreement or other fault, including reasonable attorney's fees and costs.

**Termination of Service.** If Customer desires to terminate Eventlink™, Customer must notify Eventlink in writing at least thirty (30) days prior to the end of the then-current term. If Customer breaches this Agreement, Eventlink may terminate this Agreement. However, Customer will have ten (10) days to cure any payment default before the Agreement will be terminated. Customer is responsible for all payments for Eventlink™ through the date Eventlink terminates Eventlink™.

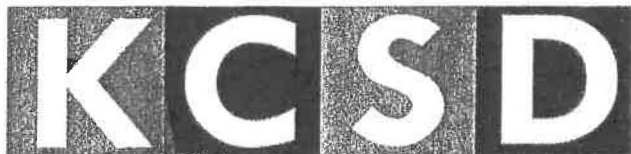
**Miscellaneous.** The parties intend that this Agreement incorporates their entire understanding with respect to the subject matter hereof and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This Agreement is governed by the laws of Indiana. Customer consents to the personal jurisdiction of and exclusive venue in the federal and state courts located in and serving Tippecanoe County, Indiana as the exclusive legal forums for any dispute related to this Agreement, and the prevailing party shall be entitled to reimbursement of its attorney fees and costs from the nonprevailing party. The provisions of this Agreement are intended to be severable. If any provision of this Agreement is held invalid or unenforceable in whole or in part, that provision will be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the remaining provisions of this Agreement. This Agreement has been duly and validly executed and delivered by Customer and constitutes a legal, valid and binding obligation of Customer enforceable in accordance with its terms. This Agreement has been duly and validly executed and delivered by Eventlink and constitutes a legal, valid and binding obligation of Eventlink enforceable in accordance with its terms. This Agreement may be executed in one or more counterparts.

465797.2

Date

Signed (School Administrator)

Title



Kenton County School District | It's about ALL kids

**THE KENTON COUNTY BOARD OF EDUCATION**

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY 41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: [www.kenton.kyschools.us](http://www.kenton.kyschools.us)

Dr. Henry Webb, Superintendent of Schools

**VENDOR ASSURANCES REGARDING PROTECTION OF  
PERSONAL AND CONFIDENTIAL INFORMATION**

**Data Security and Breach Protocols**

Vendors that receive Personal Information from Kenton County Board of Education (herein referred to as "KCBOE") as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the "Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

"Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

- a) An account number, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
- b) A Social Security number;
- c) A taxpayer identification number that incorporates a Social Security number;
- d) A driver's license number, state identification card number or other individual identification number issued by any agency as defined under the Act;
- e) A passport number or other identification number issued by the United States government; or
- f) Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

As provided in KRS 61.931(5), a "non-affiliated third party" includes any person or entity that has a contract or agreement with the KCBOE and receives (accesses, collects or maintains) personal information from the KCBOE pursuant to the contract or agreement.

The vendor hereby agrees to cooperate with the KCBOE in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

The vendor shall notify as soon as possible, but not to exceed seventy-two (72) hours, KCBOE, the Commissioner of the Kentucky State Police, the Kentucky Auditor of Public Accounts, the Commonwealth (Kentucky) Office of Technology, and the Commissioner of the Kentucky Department of Education of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)(2) applies and the vendor abides by the requirements set forth in that exception. Notification shall be in writing on a form developed by the Commonwealth (Kentucky) Office of Technology.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor hereby agrees that the KCBOE may withhold payment(s) owed to the vendor for any violation of the Act's notification requirements.

The vendor hereby agrees to undertake a prompt and reasonable investigation of any security breach as defined under the Act in accordance with KRS 61.933.

Upon conclusion of an investigation of a security breach as defined under the Act as required by KRS 61.933, the vendor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

In accordance with KRS 61.932(2)(a), the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth (Kentucky) Office of Technology and that are reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction.

### **Student Data Security**

Pursuant to KRS 365.734, if the vendor is a cloud computing service provider (which is defined pursuant to KRS 365.734(1)(b) as any person or entity other than an educational institution that operates cloud computing services) or, through service to the KCBOE, becomes the equivalent of a cloud computing service provider, the vendor further hereby agrees that:

- The vendor shall not process student data as defined pursuant to KRS 365.734 for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the vendor receives express permission from the student's parent. The vendor shall work with the KCBOE to determine the best method of collecting parental permission.
- With a written agreement for educational research, the vendor may assist the KCBOE to conduct educational research as permitted by the Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C. sec. 1232g.
- Pursuant to KRS 365.734, the vendor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purposes.
- Pursuant to KRS 365.734, the vendor shall not sell, disclose, or otherwise process student data for any commercial purpose.
- Pursuant to KRS 365.734, the vendor shall certify in writing to the agency that it will comply with KRS 365.734(2).

### **Family Educational Rights and Privacy Act, National School Lunch Act and Child Nutrition Act**

If during the course of this agreement, the KCBOE discloses to the vendor any data protected by the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended (20 U.S.C. sec. 1232g, *et seq.*), and its regulations, and data protected by the Richard B. Russell National School Lunch Act (NSLA) (42 U.S.C. sec. 1751 *et seq.*, and the Child Nutrition Act of 1966 (CNA) (42 U.S.C. sec. 1771 *et seq.*), the vendor agrees that it is bound by and will comply with the confidentiality, security and redisclosure requirements and restrictions stated in FERPA, NSLA and CNA.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor agrees that FERPA-protected information is confidential information. FERPA-protected information includes, but is not limited to the student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, student number, or biometric record, other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, and other information that, alone or in combination, is linked or linkable to a specific

student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.

The vendor understands and acknowledges that any unauthorized disclosure of confidential information is illegal as provided in FERPA and in the implementing federal regulations found in 34 CFR, Part 99. The penalty for unlawful disclosure is a fine of not more than \$250,000 (under 18 U.S.C. sec. 3571) or imprisonment for not more than five years (under 18 U.S.C. sec. 3559), or both.

The vendor understands and acknowledges that children's free and reduced price meal and free milk eligibility information or information from the family's application for eligibility, obtained under provisions of the NSLA or the CNA is confidential information and that any unauthorized disclosure of confidential free and reduced price lunch information or information from an application for this benefit is illegal. The penalty for unlawful disclosure is a fine of not more than \$1,000.00 (under 7 C.F.R. 245.6) or imprisonment for up to one year (under 7 C.F.R. 245.6), or both.

In the event there is a conflict between this agreement and any other agreement between KCBOE and Vendor, the terms of this agreement shall apply.

Eventlink  
Vendor Name

2880 Old US 231 Lafayette IN 47909  
Vendor Address

866-330-7710  
Vendor Telephone

info@eventlink.com  
Vendor Email Address

John F Beardmore  
Signature by Vendor's Authorized Representative

John F Beardmore  
Print Name

3/27/2023  
Date