



FLOYD COUNTY BOARD OF EDUCATION

Anna Shepherd, Superintendent

442 KY RT 550

Eastern, KY 41622

Telephone (606) 886-2354 Fax (606) 886-4550

www.floyd.kyschools.us

Linda C. Gearheart- Chair - District 1
William Newsome, Jr., Vice-Chair - District 3
Dr. Chandra Varia, Member- District 2
Keith Smallwood, Member - District 4
Steve Stone, Member – District 5

Date: June 5, 2023

Consent Agenda Item (Action Item): Review and Approve all Floyd County Schools to purchase access to Eventlink* for the 2023-24 School Year.

Applicable State or Regulations: Board Policy 01.11 General Powers and Duties of the Board of Education.

Budget/Financial Issues: No financial impact upon the District General Fund. Each school will pay for their own portion of the license: 3 High Schools will pay \$750.00, 6 K-8 Elementary/Middle Schools and 1 Middle School will pay \$750.00, 1 K-5 School will pay \$500.00 each for the first year of the contract. (All monies will be collected from schools prior to signing the contract)

Background and Rationale: The Floyd County Athletic Handbook Committee met to review the Athletic Handbook on April 18, May 9th and May 15th. The committee also reviewed Eventlink and how it could streamline the entire athletic program at a school. The Committee approved Eventlink. Eventlink is a program which includes an athletic scheduler, game scheduler – including the ability to complete game contracts online, officials scheduler, automatic game reminder emails and tweets, one click game cancelation notification, event worker management with automatic reminders, embeddable calendar widgets for your schools/districts websites, Free Accounts for your community to subscribe for up-to-date game and practice schedules, A Free App for both staff and community keeping them up-to-date on every sporting event and practice, athletic events facility scheduling, Eventlink stores-which will build apparel from your logos-post to sell and the school earns 5% cash back, Eventlink Tickets – an online and mobile ticketing solution with free set up and zero cost to schools, a no expense scanner and easy selling set up. The full version also includes Eventlink registrations – where all eligibility forms can be completed and collected online – eliminating paper copies, Eventlink Athletes-which tracks eligibility and roster management and a customizable public facing athletic website to post news, updates, announcements, photos, with the ability to update schedules in real time and the ability to sell advertisement on the website of which the school keeps 100% of advertising funding.

Recommended Action: It is recommended that the Floyd County Board of Education approve the purchase of the Eventlink program for 1 calendar year by all individual schools for the 2023-24 School Year. *Contract will be adjusted if all schools do not participate.

Contact Person(s): Cassandra Akers

N/A
Principal

Cassandra Akers
Director

Anna W. Shepherd
Superintendent



2023 Eventlink Contract

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

School Floyd County Schools 106 N Front Ave Prestonsburg, KY 41653-7832	Administrator Ms. Anna Shepherd, Superintendent Phone: (606) 886-2354 Fax: Email:	Contact Ms. Cassandra Akers, Athletic Director Phone: (606) 886-2354 Cell/Summer Number: Email: cassandra.akers@floyd.kyschools.us	Athletic Director Ms. Cassandra Akers, Athletic Director Phone: (606) 886-2354 Fax: Email: cassandra.akers@floyd.kyschools.us	Date: 5/17/2023 Sales Rep: Brandon Smith Carl Dick John Beardmore CSR: Mandy Betances Barbara Marshall Email: sales@eventlink.com
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Billing and Shipping				
Product	Package	End Date	Base Cost	
Eventlink	Full version	7/1/2024	\$1,000.00	
Full version			\$1,000.00	x 1 = \$1,000.00
Athletics only			\$300.00	x 0 = \$0.00
Conversion Fee			\$150.00	x 0 = \$0.00
Special Services: Eleven Schools:				
Three High Schools, \$750 Per School First Year				
- After the first Year, \$1,000 Per year				
Six K-8 Schools, \$750 Per School				
One 6-8 School, \$750 Per School				
One K-5 School, \$500 Per School				
Total, First Year: \$8,000				
Total, Subsequent Years: \$8,750				
Sub-Total*				\$8,000.00
Sales Tax: Exempt#: Provide Certificate \$0.00				
* Net 30 (Net due within 30 days from Invoice date)				
* Sales tax will be added if applicable				
Total (USD)				\$8,000.00

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 Kentucky. Customer consents to the personal jurisdiction of and exclusive venue in the federal and state courts located in and serving Floyd County, Kentucky 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