

DATE:

December 11, 2024

AGENDA ITEM (ACTION ITEM):

Consider/Approve Renew a subscription agreement with ArbiterSports to pay licensed officials online and for the paperless collection of athletic forms with Scott High School, Dixie Heights High School, and Simon Kenton High School for 3 years from January 7, 2025 – June 29, 2028.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

ArbiterSports provides a paperless platform to collect required athletic forms. Athlete information can easily be accessed by the school administration, athletic director, coaches, and athletic trainers. Once a parent uploads the paperwork the student will have an account their entire career. Included in this package is the ArbiterPay that permits schools to pay licensed officials in a fast, easy, and secure way.

FISCAL/BUDGETARY IMPACT:

School Individual Budget – Approx. \$3,500

RECOMMENDATION:

Approval to Renew a subscription agreement with ArbiterSports to pay licensed officials online and for the paperless collection of athletic forms with Scott High School, Dixie Heights High School, and Simon Kenton High School for 3 years from January 7, 2025 – June 29, 2028.

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.



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Subscription Order Form

Company Address	9815 S Monroe St, STE 204 Sandy, Utah 84070 United States	Expiration Date	12/31/2024
Created Date	12/6/2024	Quote Number	00681020
Prepared By	Gwen Farrell	Contract Length	3 Year
Phone	+1 7814308010	Start-Date	1/7/2025
Email	gwen.farrell@arbitersports.com	End Date	6/30/2026
Billing Schedule	Multi-Year	Term (Months)	42

Customer Billing

Account Name	Kenton County School District	Primary Contact	Matt Wilhoite
Billing Contact	Matt Wilhoite	Primary Title	Student Engagement Coordinator
Billing Email	matt.wilhoite@kenton.kyschools.us	Primary Email	matt.wilhoite@kenton.kyschools.us
Billing Phone	(859) 341-7650	Primary Phone	(859) 341-7650
Billing Address	1055 EATON DR FORT WRIGHT, Kentucky 41017 United States	Address	1055 EATON DR FORT WRIGHT, Kentucky 41017 United States

Subscriptions & Services

Product	Line Item Description	Quantity	Sales Price	Total Price
300-ArbiterPay	Dixie Heights, Simon Kenton (Pro-Rated - 6/30/2025)	2.00	\$874.50	\$1,749.00
300- (YEAR 1) ArbiterPay	Scott	1.00	\$1,320.00	\$1,320.00
300- (YEAR 1) ArbiterPay	Dixie Heights, Simon Kenton	2.00	\$1,749.00	\$3,498.00
800-Initial Implementation & Training	Registration Implementation - Dixie Heights and Simon Kenton	2.00	\$695.00	\$1,390.00
800-Registration Subscriptions	Dixie Heights (Pro-Rated - 6/30/2025)	1.00	\$541.25	\$541.25
800-Registration Subscriptions	Simon Kenton (Pro-rated - 6/30/2025)	1.00	\$719.00	\$719.00
800-Registration Subscription Year 1	Scott High School - includes legacy customer discount	1.00	\$1,800.00	\$1,800.00
800-Registration Subscription Year 1	Dixie Heights *	1.00	\$2,165.00	\$2,165.00
800-Registration Subscription Year 1	Simon Kenton *	1.00	\$2,876.00	\$2,876.00
300- (YEAR 2) ArbiterPay	Scott High School	1.00	\$1,385.00	\$1,385.00
300- (YEAR 3) ArbiterPay	Scott High School	1.00	\$1,455.00	\$1,455.00
300- (YEAR 2) ArbiterPay	Dixie Heights, Simon Kenton	2.00	\$1,836.00	\$3,672.00
300- (YEAR 3) ArbiterPay	Dixie Heights, Simon Kenton	2.00	\$1,928.00	\$3,856.00
800-Registration Subscription Year 2	Scott High School	1.00	\$1,890.00	\$1,890.00
800-Registration Subscription Year 3	Scott High School	1.00	\$1,985.00	\$1,985.00
800-Registration Subscription Year 2	Dixie Heights	1.00	\$2,273.00	\$2,273.00
800-Registration Subscription Year 3	Dixie Heights	1.00	\$2,386.00	\$2,386.00



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800-Registration Subscription Year 2	Simon Kenton	1.00	\$3,019.00	\$3,019.00
800-Registration Subscription Year 3	Simon Kenton	1.00	\$3,170.00	\$3,170.00

Multi-Year Payment Notice

Multi-Year agreements are billed annually. The initial Prorated payment due date is indicated below. Subsequent invoices will be sent in the following years. Please see the "payment due" dates for these years which are indicated below.

Proration

Prorated Start Date	1/7/2025	Prorated Year Total	\$4,399.25
Prorated End Date	6/30/2025	Prorated Payment Due	2/6/2025

Year 1

Year 1 Start Date	7/1/2025	Year 1 Total	\$11,659.00
Year 1 End Date	6/30/2026	Year 1 Payment Due	7/31/2025

Year 2

Year 2 Start Date	7/1/2026	Year 2 Total	\$12,239.00
Year 2 End Date	6/30/2027	Year 2 Payment Due	7/31/2026

Year 3

Year 3 Start Date	7/1/2027	Year 3 Total	\$12,852.00
Year 3 End Date	6/29/2028	Year 3 Payment Due	7/31/2027

Contract Total

Subtotal	\$41,149.25
Total Discount	\$0.00
Grand Total	\$41,149.25

Schools Included

Assigned School Names	Dixie Heights High School, Scott High School, Simon Kenton High School
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Special Instructions

Special Instructions * If signed on/after 1/1/25, registration will be \$2,325.00 for Dixie Heights and \$3,090.00 for Simon Kenton in Year 1.



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Subject to January 6th Board Approval.

Terms & Conditions

Standard Conditions:

1. This Subscription Order Form is governed by ArbiterSports website's standard Terms and Conditions ("Terms and Conditions") <https://www.arbitersports.com/terms-and-conditions/>, if Customer is subscribing to ArbiterPay, by ArbiterSports' standard Payor Agreement for ArbiterPay Users (the "ArbiterPay Agreement") <https://www.arbitersports.com/payor-agreement> (if applicable), each incorporated herein by reference.
2. In the event of any conflict or inconsistency between the Special Instructions or Standard Conditions of this Subscription Order Form and any provisions of the Terms and Conditions or the ArbiterPay Agreement, this Subscription Order Form shall govern and control.
3. Notwithstanding any provision of the Terms and Condition or the ArbiterPay Agreement, upon a material breach by ArbiterSports which is not cured within 30 days following receipt of written notice, Customer may terminate its subscription and receive the prorated amount paid by Customer for the applicable year.
4. The Terms and Conditions and the ArbiterPay Agreement (if applicable), together with this Subscription Order Form, represent the entire agreement between the parties and cannot be overridden by terms contained in any later received document unless the additional terms are accepted in writing by both parties.
5. All references to monetary values shall mean United States dollars and do not include any taxes that may apply.
6. **CUSTOMER MUST PROVIDE ARBITERSPORTS WITH VALID AUTOMATED PAYMENT INFORMATION AS A CONDITION TO RECEIVE OR USE THE SERVICES. BY PROVIDING ARBITERSPORTS WITH AUTOMATED PAYMENT INFORMATION, CUSTOMER AUTHORIZES ARBITERSPORTS TO CHARGE CUSTOMER'S PAYMENT ACCOUNT FOR ANY AMOUNTS ARISING FROM OR RELATING TO THE ABOVE SERVICES WITHOUT FURTHER AUTHORIZATION FROM CUSTOMER. CUSTOMER IS RESPONSIBLE FOR AND AGREES TO UPDATE ARBITERSPORTS WITH ANY CHANGES TO CUSTOMER'S BILLING AND/OR AUTOMATED PAYMENT INFORMATION (E.G., NEW OR UPDATED CREDIT CARD, CREDIT CARD EXPIRATION DATE OR OTHER PAYMENT BANK ACCOUNT INFORMATION).**
7. **CUSTOMER AUTHORIZES ARBITERSPORTS TO CHARGE CUSTOMER'S ARBITERSPORTS ACCOUNT FOR ANY AMOUNTS ARISING FROM OR RELATING TO THE ABOVE SERVICES WITHOUT FURTHER AUTHORIZATION FROM CUSTOMER.**
8. **UNLESS CUSTOMER NOTIFIES ARBITERSPORTS IN WRITING (INCLUDING VIA THE ABOVE ARBITERSPORTS EMAIL ADDRESS) 10 DAYS PRIOR TO THE END OF CUSTOMER'S SUBSCRIPTION, CUSTOMER'S SUBSCRIPTION WILL AUTOMATICALLY RENEW FOR AN ADDITIONAL TERM EQUAL TO THE LENGTH OF THE ORIGINAL TERM (FOR EXAMPLE, A TWO-YEAR TERM WILL AUTOMATICALLY RENEW FOR AN ADDITIONAL TWO-YEAR TERM). IF ARBITERSPORTS INCREASES THE ANNUAL SUBSCRIPTION PRICE FOR ANY SERVICES, ARBITERSPORTS WILL NOTIFY CUSTOMER IN WRITING (INCLUDING VIA THE ABOVE CUSTOMER EMAIL ADDRESS) OF SUCH INCREASE AT LEAST 30 DAYS PRIOR TO THE END OF CUSTOMER'S SUBSCRIPTION. IN THE EVENT CUSTOMER DOES NOT TERMINATE, THE RENEWAL WILL BE AT THE INCREASED PRICES.**
9. I hereby authorize ArbiterSports, LLC to initiate a withdrawal from my account within ArbiterPay to pay for services as indicated. I also authorize ArbiterSports, LLC to make deposits to this account in the event that an entry is made in error. I agree that no prior notification will be provided unless the date or amount changes, in which case you will receive notice at least 10 days prior to the payment being collected.

Customer to Complete:

Is a Purchase Order required for ArbiterSports to receive payment for the Services in this Subscription Order Form? Please fill in **YES** or **NO** here:

Acknowledgment and Acceptance of Terms

By signing this Subscription Order Form, the individual signing on behalf of Customer is committing and confirming that they are authorized by Customer to execute this Subscription Order Form and to purchase the Service listed above.



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Accepted By (Legal Entity):	Accepted By (Legal Entity): ArbiterSports, LLC
Signature:	Signature:
Print Name:	Print Name: John Hopkins
Title:	Title: Chief Financial Officer (CFO)
Date:	Date:



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

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.

ArbitersSports, LLC

Vendor Name

9815 S Monroe Street, STE 204 Sandy, UT 84070

Vendor Address

8018581491

Vendor Telephone

John.Hopkins@arbitersports.com

Vendor Email Address

DocuSigned by:

John Hopkins

CA64377CAC1D4C5...

Signature by Vendor's Authorized Representative

John Hopkins

Print Name

12/11/2024

Date