

Agreement to Subscribe to the KSBA Council eMeeting Service

SECTION 1

This Agreement between Breathitt County High School, hereafter "School" and the Kentucky School Boards Association Council eMeeting Service, hereafter "KSBA", provides as follows:

As part of the school's subscription to the KSBA Council eMeeting Service, KSBA agrees to provide:

- Access secured by user logins and passwords as solely designated and maintained by the user to the KSBA eMeeting service;
- Following initial subscription, training of one (1) or more school representatives to serve as Meeting Manager and one (1) on-site training session of the Council on a schedule to be coordinated with KSBA; Meeting Managers will be trained at the KSBA office in Frankfort, unless the School opts to pay mileage and other travel expenses for KSBA staff to travel to the School.

NOTE: KSBA staff must provide eMeeting training to Council members, which may be accomplished in conjunction with School staff. Mileage/travel costs will not be charged for Council member training conducted at the School.

- Support and maintenance via phone and/or e-mail or online; and
- Periodic upgrades to the basic service, as determined by KSBA, at no additional cost.

KSBA agrees to review the operational performance and features of the eMeeting software application for updating and improvement annually. Other updates or revisions may occur at the sole discretion of KSBA.

SECTION 2

The School hereby agrees to subscribe to the KSBA Council eMeeting Service. The School agrees to pay a one-time set-up fee of \$500 and an annual update/maintenance fee of \$500 for each school year thereafter.

Although the contract, including the annual update fee, will automatically renew thereafter, the School may terminate membership in the update/maintenance service at any time by providing timely written notice to KSBA no later than July 30 of the fiscal year in question. The annual fee will not be prorated or refunded if a request is received after that date. Non-payment of the yearly update/maintenance fee by July 31 of each year may result in termination of the eMeeting service for the School. In such cases, KSBA staff will notify the superintendent and principal in advance of disconnecting the service.

SECTION 3

Should KSBA personnel be requested to provide additional services beyond those required for basic set-up and orientation as referenced in Section 1, in consideration of such services, the School agrees to pay to KSBA the following:

1. \$50 per hour, including travel time, for the employee providing the service; and
2. Necessary and actual food, lodging, and mileage expenses of KSBA staff associated with travel to and from the School. Mileage will be charged at the established KSBA mileage reimbursement rate, based on the distance from KSBA's office to the School.

The School agrees to provide to KSBA the name of each individual designated by the School as a "Meeting Manager" in connection with the KSBA Council eMeeting service:

SECTION 4

The School is solely responsible for contents of material distributed and published via KSBA's electronic meeting service, including the contents of minutes and supporting materials. It is agreed and understood that KSBA is not responsible for, nor shall KSBA incur liability for, the School's dissemination or publication of data made confidential under state or federal law.

This document contains the entire agreement between the parties. KSBA makes no warranty, express or implied, not expressly set out within this agreement. (Property of KSBA statement)

Board Chair Signature

Date

Signature of Superintendent/designee

Date

Please make a copy of this document for your files and return the signed original to:

KSBA eMeeting Service
Attention: Katrina Kinman
260 Democrat Drive
Frankfort, Ky. 40601