



HELPING DISTRICTS SET DIRECTION THROUGH POLICY

# LICENSE AGREEMENT WITH NEOLA, INC.

## I. Parties

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This is an agreement (Agreement) between Neola, Inc. ("Neola") and the Board of Education ("Board") of the [School District] School District ("District").

## II. Background

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Neola owns certain materials including materials referred to as "Neola Templates," which include:

- A. Templates for Board Bylaws and Policies,
- B. Templates for Administrative Guidelines and Forms, and
- C. Templates for Updates to the Board Bylaws and Policies and Administrative Guidelines and Forms ("Update Templates")

Neola licenses certain modified versions of the Neola Templates that are adopted by the Board and/or approved by the Superintendent. These modified versions may include materials specifically tailored for licensees (e.g. a school board in a school district). Neola also licenses, through an Update Service, certain modified versions of the Update Templates. As used herein, the Adopted Bylaws and Policies, the Approved Administrative Guidelines, and any and all modified versions of the Adopted Bylaws and Policies and/or the Approved Administrative Guidelines that result from Neola's Update Templates may collectively be referred to as Licensed Materials. The Licensed Materials are made available to the Board for the Board's use through digital publishing of the Licensed Materials.

## III. Board Intentions

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The Board intends, through this Agreement, to:

- A. license Adopted Bylaws and Policies that will be created in accordance with this Agreement and have Neola digitally publish the same (Phase 1);
- B. license Approved Administrative Guidelines that will be created in accordance with this Agreement and have Neola digitally publish the same (Phase 2);

- C. acknowledge the need to annually subscribe to Neola's Update Service and license future modified versions of the Adopted Bylaws and Policies and/or the Approved Administrative Guidelines (if applicable) that will be created in accordance with this Agreement, and have Neola digitally publish the same.

The Board acknowledges that the content of the Neola Templates is dynamic because the passage of new laws and promulgation of new regulations occur continually, and these new laws and new regulations may require revision of the Licensed Materials to maintain legal compliance. As a result, and in order to protect its investment, the Board acknowledges the need to keep the Licensed Materials current, and therefore the Board intends to annually renew the Update Service as provided herein.

The Board also acknowledges its obligation to use Neola's publishing platform for modifying and digitally publishing the Licensed Materials. The Board therefore intends to perform certain of its obligations under this Agreement by cooperating in a Drafting Process and/or an Update Service, as defined herein, through Neola's designated web-based portal ("Neola-Provided Publishing Platform").

#### IV. Financial Consideration and Commitments

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In consideration for the License provided herein, the services associated therewith, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Board shall pay Neola in accordance with the Board's selections in the Addenda and the terms of this Agreement.

The Board must, in conjunction with returning an executed copy of this Agreement to Neola, provide the completed Addenda.

In order to renew the subscription to the Update Service, the Board shall pay Neola's invoices related thereto. Neola will invoice the Board for the Update Service on a bi-annual basis. Neola currently invoices quarterly for any other fees incurred in the relevant time period, but Neola may change, at its own discretion, the frequency or manner of invoicing. The other fees may include fees associated with Extraordinary Updates, which are defined herein.

The Board also agrees to pay Neola for additional fees incurred under this Agreement, which fees are set forth in Addendum A; for example, fees that relate to additional consulting fees, and Extraordinary Updates.

The Board's subscription to the Update Service begins after the Template Access Date, which is defined herein. The Board will receive the benefit of any Regular or Special Updates released within one year of the Template Access Date and will not be invoiced for the Update Subscription Service during this period.

The Board must pay Neola an ongoing annual Digital Publishing Fee (the current Digital Publishing Fee is set forth in Addendum A).

The Board must pay the current Annual Digital Publishing Fee for digital publishing on the first anniversary of the date that Neola's material is first digitally provided to the Board, and the first invoice amount will be prorated appropriately.

The fee for a current subscription of the Update Service is set forth in Addendum A. This fee, as well as other fees within Addendum A, will increase at a rate of three percent (3%) annually without notice to the Board. In the event that Neola, in its sole discretion, determines that circumstances require an increase of greater than three percent (3%), Neola will provide thirty (30) day written notice to the Board of the increase.

The Board shall pay all Neola invoices within thirty (30) days of receipt, except where specifically provided herein.

## V. Timeline and Workflow

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### A. Drafting Service

#### 1. Drafting Process

- a. The Drafting Process includes modifying the Neola Templates, processing the revisions, adopting or approving a modified version of the templates, and publishing the finalized materials ("Drafting Process").
- b. The Drafting Process will begin with Neola providing the Board with access to the relevant Neola Templates ("Template Access Date").
- c. The Drafting Process may include time spent by the Neola Associate in modifying the Templates ("Drafting Time"), either during a Scheduled Session or independently as described in a Way of Work document that will be mutually agreed upon by the parties. "Scheduled Sessions" are meetings, in person or remote, where one or more Board representatives and the Neola Associate will work together in modifying the Templates.
- d. The Board must use its best efforts to collaborate with the Designated Neola Associate during the Drafting Process.
- e. Neola shall provide processing time, whereby the Board's modified versions of the templates are formatted by Neola.

- f. The Board shall notify Neola of the Board's adoption by providing a signed Adoption Resolution relative to the Bylaws and Policies or the Superintendent provides written approval relative to the Administrative Guidelines. Upon these notifications, these modified versions become Licensed Materials.
- g. The Drafting Process will conclude when Neola publishes the Licensed Materials, so that they are publicly accessible ("Publicly Available") on the Neola-Provided Publishing Platform.
- h. All Templates not adopted by the Board during the Drafting Process will be removed from the Neola-Provided Publishing Platform.
- i. Any unused Consultation Time will be waived by the Board.

## 2. Timeline

- a. Within sixty (60) days of the Effective Date of this Agreement, the Primary Contact (which is identified in Addendum D) must communicate with the designated Neola Associate, as identified by Neola ("Neola Associate"), and schedule an orientation and training.

During the orientation and training, the Primary Contact and the Neola Associate will agree on a plan and general time frame ("Schedule") for completing the Drafting Process.

- b. The Schedule shall include Scheduled Sessions, which may be in-person or remote, wherein the Neola Associate will consult with one or more Board Designees relative to modifying the Templates.
- c. Within two (2) years of the Template Access Date of this Agreement, the Board shall present a modified version of the Templates for Bylaws and Policies to the Board for adoption.
- d. Where applicable, within one (1) year after adoption and publication of the Bylaws and Policies, the Board shall present a modified version of the Templates for Administrative Guidelines and Forms to the Superintendent for approval.

## 3. Services Received By the Board During the Drafting Process

The Board is entitled to the following for the Bylaws and Policy Drafting Process:

- a. Up to two (2) hours of orientation and training for the Bylaws and Policy Drafting Process in addition to the sixty (60) hours of Drafting Time;

- b. Up to thirty-five (35) hours of Drafting for Bylaws and Policies Drafting.
- c. Up to sixty (60) hours of Drafting Time for both Bylaws and Policies Drafting and Administrative Guideline Drafting.
- d. Up to six (6) hours of Consultation Time for the Regular Updates that are included as part of the Drafting Process, as further defined below.
- e. Up to eight (8) visits, which include travel time and mileage. Additional visits will be billed for travel time and mileage pursuant to the rates outlined in Addendum A.
- f. Processing and publishing of the Licensed Materials.

The Board is entitled to the following for the Administrative Guidelines Drafting Process:

- a. Up to two (2) hours of orientation and training for the Administrative Guideline Drafting Process in addition to the sixty (60) hours of Drafting Time;
- b. Any remaining hours from the total of sixty (60) hours of Drafting Time allocated for the Bylaws and Policies Drafting and Administrative Guideline Drafting process.
- c. Up to five (5) visits which include travel time and mileage. Additional visits will be billed for travel time and mileage pursuant to the rates outlined in Addendum A.
- d. Processing and publication of the Administrative Guideline material.

#### 4. Inactive Status

- a. The Board must present a modified version of the Templates for Bylaws and Policies to the Board for adoption within two (2) years from the relevant Template Access Date. Where applicable, a modified version of the Templates for Administrative Guidelines must be approved by the Superintendent within one (1) year of the relevant Template Access Date. If the Board does not meet these time requirements, then this Agreement will enter Inactive Status according to the following terms:
  - i. Neola's obligations under this Agreement will cease.
  - ii. The Board is prohibited from publishing or otherwise using Neola Templates or any modified versions thereof. For the sake of clarity, the Board understands that a modified version of the Templates becomes Licensed Materials under this Agreement only upon Board adoption of the modified version of Bylaws and Policies and/or the Superintendent's approval of

Administrative Guidelines. The Board has no license to the Neola Templates or modified version prior to Board adoption or, where applicable, Superintendent Approval.

- b. The Board may make a written request to resume the Drafting Process, and Neola may accept the offer in its sole discretion.

The Board hereby acknowledges that a significant portion of Neola's consideration under this Agreement includes services provided within the time frame outlined above.

Accordingly, if Neola agrees to resume the Drafting Process, the Board will pay, when invoiced, for any difference in cost for the current License Fee, and any additional services, that may occur between the Effective Date and the date Neola agrees to resume the Drafting Process when the Drafting Project has been classified as Inactive Status.

## B. Update Service

### 1. Update Material

Update Templates, which are modified Neola Templates that supplement or replace portions of the Neola Templates, are included in "Update Releases," which are a collection of Update Templates that are recommended for Board and/or Superintendent consideration to maintain legal compliance in the Licensed Materials.

### 2. Update Releases

- a. In exchange for its subscription to the Update Service, the Board will receive at least two (2) regularly issued Update Releases during a calendar year ("Regular Updates").
- b. The Board may also receive, at Neola's discretion, additional Updates that are referred to as "Special Updates." Special Updates are issued without additional charge to the Board.
- c. The Board may also receive, at Neola's discretion, additional Updates that are referred to as "Extraordinary Updates." Extraordinary Updates are updates that Neola decides, in its sole discretion, require invoicing due to the nature and extent of the update and will not exceed five-hundred (\$500) dollars annually.
- d. If the Board licenses the Administrative Guidelines, then the Board may receive, when applicable, the updated Administrative Guidelines with the Regular Update.

Neola, in its sole discretion, may charge for these updates.

### 3. Update Consultation

- a. Upon release of a Regular Update, the Board shall schedule an Update Session, which is defined herein, with the Neola Associate.
- b. Update Consultation is time spent by the Neola Associate reviewing and discussing the Update Templates ("Consultation Time"), either during an "Update Session" or independently with the Primary Contact. Update Sessions are meetings, in person or virtually, where one or more Board representatives and the Neola Associate work together in updating the Licensed Material.
- c. Annually, Neola will provide up to ten (10) hours of Consultation Time that must be used within the fiscal year. Such Consultation Time does not include time covered by a separate Neola Select Agreement. If the Neola Associate exceeds the allotted Consultation Time, or extends beyond the annual time frame, the Board will be charged for the Associate's time and expenses related to that Update, which time and expenses are set forth in Addendum A.

### 4. Outdated Status

- a. As acknowledged by the Board above, the Licensed Materials require updating to maintain legal compliance. In the event that the Board fails to meet its obligations under the Update Service, Neola may, at its sole discretion, deem the Licensed Materials as outdated ("Outdated Status"). Under Outdated Status, the following shall apply:
  - i. Neola, at its sole discretion, may require that the Board reenter the Drafting Process in lieu of updating the Licensed Materials through the Update Service. The Board shall be responsible for any additional fees associated with this Drafting Process, which fees and expenses are provided in Addendum A; and
  - ii. If the Licensed Materials have been deemed to be in Outdated Status, the warranties and defenses provided herein will be void and such materials may be considered District-Specific.

## C. Communication

1. The Board must use its best efforts to arrange and maintain Scheduled Sessions with the Neola Associate.
2. While the Parties anticipate the likelihood of adjustments to the Schedule, the Board shall notify the Designated Neola Associate of any changes to any Scheduled Sessions. The Board shall be responsible for any additional fees, which are provided in Addendum A, relative to Scheduled Sessions, as follows:
  - a. When a Scheduled Session has begun (i.e. the Neola Associate and Primary Contact are meeting in person or virtually to review Neola Templates), if the Board cancels or reschedules during a Scheduled Session, Neola reserves the right to charge the Board for the remaining hours of that Scheduled Session;
  - b. If a Scheduled Session is canceled or rescheduled by the Board less than five (5) business days before the date of that session, Neola reserves the right to charge the Board for the hours allocated to that Scheduled Session; and
  - c. If a Scheduled Session is canceled or rescheduled more than five (5) business days before the date of the session, there will be no cancellation charge.

## VI. License

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Neola hereby grants the Board a personal, non-exclusive, non-transferable perpetual license to the Licensed Materials as well as any versions thereof that are updated and Board adopted (and Superintendent approved where applicable) through the Update Service. ("The License")

The License is limited and restricted to those rights that are necessary for the Board to conduct its business and is specifically limited and restricted pursuant to the Limitations and Prohibitions provided in Section VIII below.

Neola owns all copyrights and other intellectual property rights in the Neola Templates and modified versions thereof including the Adopted Bylaws and Policies and Approved Administrative Guidelines and Forms, and all intermediary drafts leading thereto, as well as any modified versions of the Licensed Materials that result from the Update Service. For the sake of clarity, only the Adopted Bylaws and Policies and Approved Administrative Guidelines and Forms are licensed to the Board under this Agreement, and the Board has no rights to the Neola Templates or any modified versions thereof that are not Board Adopted or Superintendent Approved.

Neola is not obligated to assign any rights, including copyrights, in any materials to the Board. Neola specifically retains all title and ownership in all copies of the Neola Templates and the modified versions thereof including the Adopted Bylaws and Policies and the Approved Administrative Guidelines and Forms, and all intermediary drafts leading thereto, as well as any modified versions of



the Adopted Bylaws and Policies and/or the Approved Administrative Guidelines and Forms that result from the Update Service.

Any “work” made pursuant to this Agreement is not a “work for hire” within the context of Title 17 of the United States Code, and therefore Neola retains all ownership in all “works” created under this Agreement. To the extent that the Board collaborates in the creation of any work under this Agreement, the Board hereby agrees to assign its rights therein to Neola.

The License does not extend to District-Specific Materials.

District-Specific Materials include the following:

- A. materials from the Board’s existing materials that the Board requests be incorporated during the Drafting Process;
- B. new materials that the Board develops in their entirety and exclusive of Neola;
- C. revisions or deletions that substantively depart from the Neola Templates (as currently issued by Neola); and
- D. outdated material that the Board did not keep current with laws, regulations, and applicable standards “through the Update Service”.

Neola does not review or vet District-Specific Materials. Neola will, nonetheless, at the request of the Board, incorporate District-Specific Materials into the Licensed Materials. The Board acknowledges that it bears all risks associated with the Board’s decision to request that District-Specific Materials be incorporated. Neola reserves the right to, but is not obligated to, advise the Board to seek its own legal review of District-Specific Materials. For purposes of clarity, District-Specific Materials are not reviewed by Neola’s outside legal counsel.

However, should Neola choose to use District-Specific Materials for purposes outside this Agreement, the Board hereby grants Neola a non-exclusive, perpetual license to use, copy, distribute, prepare derivative works of, publicly perform, and publicly display the District-Specific Materials. The Board, however, may limit or restrict any license of District-Specific Materials by providing Neola a written communication at the time the materials are provided to Neola regarding the limitation or restriction.

## VII. Limitations and Prohibitions

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### A. Distribution

The Board is hereby granted permission to make and distribute copies of the Neola Templates, the Adopted Bylaws and Policies, the Approved Administrative Guidelines and Forms, and any intermediary drafts leading thereto, so long as the copies are made for exclusive use by the

Board, or as may otherwise be required by the law, without the express written permission of Neola.

All other copying or distributing of any Neola material, licensed or otherwise, is expressly prohibited without written consent from Neola. Requests for additional distribution should be made in writing to Neola in a timely manner.

#### B. Restricted Use with Open Artificial Intelligence

The Board is permitted to utilize the Licensed Materials for internal purposes within its own Artificial Intelligence (AI) systems, provided that such use does not involve uploading or providing the Licensed Materials to any third-party AI platform or service that uses user-supplied data to train or improve its AI models. This restriction specifically prohibits the use of the Licensed Materials with generative AI (GenAI) tools or any other AI technology where the input of the Licensed Materials would contribute to the training or enhancement of the AI model itself. The Board shall ensure that the Licensed Materials are used solely within its own secured AI environment and not shared with external AI services that could utilize it for training purposes.

Any use of the Licensed Materials that results in its incorporation into the training data of a third-party AI model will be considered a material breach of this Agreement, subjecting the Licensee to immediate termination of the license and potential legal action. The Board acknowledges and agrees that using the Licensed Materials in a manner that contributes to the training of external AI models constitutes an unauthorized and potentially infringing use of the Licensed Materials.

#### C. No Transferring

The Board is prohibited from assigning, licensing, sub-licensing, or otherwise transferring this license in whole or part. Furthermore, the Board is prohibited from selling, renting, leasing, or otherwise transferring the Neola Templates or modified versions thereof including the Licensed Materials, and all intermediary drafts leading thereto.

#### D. Copyright Marking

The Board must retain Neola's copyright marking on any copy of the Licensed Materials so long as Neola's intellectual property is still included in any version of the Licensed Materials.

## VIII. Termination

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Either party may elect to terminate or cancel this Agreement at any time. The party wishing to terminate this Agreement must do so by providing notice of its intention in writing to the other party.

If the Board wishes to terminate the Update Service, the Board must provide written notice to the Neola Business Office at 3914 Clock Pointe Trail, Suite 103 Stow, Ohio 44224 or at

accounts@neola.com. If the Board elects to terminate this Agreement, the Board is obligated to pay any and all charges for services rendered or materials accessed before the date of the notification.

If the Board elects to terminate this Agreement prior to completing its payment obligations under this Agreement, Neola shall determine the amount due and payable by the Board based upon materials provided to the Board as well as the amount of consultation provided to the Board. Neola shall provide written notice of the amount due ("Notice of Amount Due") to the Board within thirty (30) days of the Board's termination of this Agreement, and the Board shall pay all amounts due to Neola within thirty (30) days of receipt of the Notice of Amount Due.

Except in the event of a breach by the Board, if the Board elects to terminate this Agreement, and so long as the Board has satisfied its payment obligations under this Agreement, then the Board may receive a digital copy of their Board-Adopted Bylaws and Policies, as well as, the Superintendent Approved Administrative Guidelines and continue to use the Licensed Materials, royalty-free, so long as the use is consistent with terms and conditions provided herein. Access to any updates for which payment was not made, as well as the materials in the draft workspace on the Neola provided digital publishing platform will end upon termination of service. Further, access to the published material on the Neola provided digital publishing platform will terminate at the time of the annual renewal or upon request. If payments for Digital Publishing are not current the digital publishing platform will be removed upon termination.

If Neola elects to terminate this Agreement prior to final adoption or approval of the Board Bylaws and Policies and Administrative Guidelines, a partial refund may be made upon receipt of all drafting materials from the Board.

Except in the event of a breach by Neola, while the Board may continue to use the Licensed Materials after termination of this Agreement subject to the terms and conditions herein, Neola's obligations under this Agreement will cease upon the termination.

If this Agreement is terminated for any of the reasons described in this section, the Board shall maintain Neola's copyright marking so long as Neola's intellectual property is still included in any materials that the Board publishes or makes available to the public.

If this Agreement is terminated for any of the reasons described in this section, the Board is still bound by Section VIII – Limitations and Prohibitions.

## **IX. Defenses**

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Neola agrees to provide legal assistance or consultation to the Board, its officers, and employees so that the Board, its officers, and employees can better defend a third-party claim that arises out of Neola's alleged failure to license materials that accurately reflect compliance with applicable Federal or State law. Nothing herein, however, obligates Neola to provide the sole or primary defense to the Board, its officers, and employees. Neola may, at its sole discretion, withdraw its assistance in the

event that Neola determines that the disputed matter is not concerned with Neola's alleged failure to license materials that accurately reflect compliance with applicable Federal or State law. For sake of clarity, Neola is under no obligation to offer any legal assistance or consultation for any claim arising out of the Board's failure to properly implement the Licensed Materials.

The Board shall be solely responsible for defending itself, its officers, and employees against any third-party claims having to do with legal compliance issues in District-Specific Materials.

The Board shall be solely responsible for defending itself, its officers, and employees against any third-party claims related to Licensed Materials that have not been maintained through Neola's Update Service.

Neola shall be responsible for defending against any third-party claim of infringement of intellectual property based upon content within the Neola Templates.

The Board shall be solely responsible for defending itself, its officers, and employees against any third-party claims of infringement of intellectual property based upon any District-Specific Materials.

## **X. Limited Liability and Hold Harmless**

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To the extent permitted by the applicable law, Neola will not be liable to the Board, its officers, and employees for any third-party claim, damage, injury, or cost arising from the following:

- A. the Board's, its officers', and employees' failure to use or implement the Licensed Materials, provided that the Licensed Materials are in compliance with applicable State or Federal law;
- B. the Board's, its officers', and employees' failure to correctly interpret the Licensed Materials, provided that the Licensed Materials are in compliance with applicable State or Federal law; or
- C. the Board's, its officers', and employees' decision to make substantive changes or revisions to the Licensed Materials.

The Board, its officers, and employees agree that Neola has no obligation to verify or approve the accuracy, validity, or completeness of the District-Specific Materials.

Further, the Board, its officers, and employees shall not submit for publication by Neola any materials, including District-Specific Materials, that the Board does not have the right and/or permission to publish.

Neola shall indemnify and hold the Board harmless for any damages arising from a third-party claim of infringement of intellectual property that was based solely upon content of the Neola Templates and Update Materials that were recommended by Neola and subsequently included in the Licensed Materials. The Board shall indemnify and hold Neola harmless for any damages arising from a

third-party claim of infringement of intellectual property based upon the content of the District-Specific Materials or upon the content of any other materials contributed by the Board and subsequently incorporated into the Board's Licensed Materials.

## **XI. Confidentiality**

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Nothing in this Agreement obligates either party to disclose confidential information.

Each party acknowledges that, during the term of this Agreement, it may gain access to certain confidential information of the other party concerning the other party's business plans, employees and students' personal information, clients, technology, and products. Confidential information will include, but not be limited to, each party's proprietary software and customer, employee, and/or student information. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors on a need-to-know basis), any of the other party's confidential information, will take reasonable precautions to protect the confidentiality of any acquired confidential information, and in the unlikely event of an accidental disclosure of confidential information, immediately notify the other party and return or destroy the information as directed by the other party.

## **XII. Insurance**

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Neola agrees to secure and maintain at all times during the term of this Agreement, at Neola's expense, Professional Liability Insurance covering Neola for all acts or omissions that may give rise to liability for services under this Agreement with a \$2,000,000.00 limit of liability. The Neola Associate designated to work with the Board shall be covered by this insurance, which shall be provided by a reputable and financially viable insurance carrier. This insurance shall not be canceled except upon thirty (30) days written notice to the Board. Upon request, Neola will provide to the Board with a certificate evidencing such insurance coverage. Further, Neola agrees to notify the Board within seven (7) business days of any material change in the insurance coverage required to be maintained by Neola.

## **XIII. General**

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This Agreement is interpreted under Ohio law, and, where applicable, Federal law, is severable and divisible, and is enforceable in law or equity.

Neither this Agreement nor any right or interest herein may be assigned, transferred, or encumbered by either party without the prior written consent of the other party. Neola shall make no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments or compensation from the Board.

Neola is, for all purposes arising under this Agreement, an independent contractor and Neola retains control over the manner and means of carrying out Neola's responsibilities herein. Neola and its officers, agents, or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents, or employees of the Board. No officer, agent, or employee of Neola or the Board shall be deemed an officer, agent, or employee of the other party. Neither Neola, nor any of its officers, agents, or employees thereof, shall be entitled to any benefits to which employees of the Board are entitled, including, but not limited to, overtime, retirement benefits, workers compensation benefits, injury leave, or other leave benefits.

This Agreement represents the only agreement between the parties with respect to the subject matter described herein. All other prior oral or written agreements respecting this subject matter are superseded.

Further, any revisions to this Agreement must be made in writing and approved by both parties, except that Neola, at its own discretion, and without the consent or approval of the Board, may alter the fees set forth in Addendum A, alter the mode or manner in which digital publishing is accomplished, and/or alter the mode or manner by which the Update Service is accomplished. This Board acknowledges Neola's right and privileges in this regard and retains the right to terminate this Agreement if it does not agree with any alterations that Neola may make.

*Please note, this Agreement will be considered void if not executed within ninety (90) days.*

## Addendum A: Associated Fees

The Board agrees to pay, when invoiced, for additional products and services, as described herein, at the following rates:

Associate Rate (Consultation/Neola Select) .....	\$100 per hour
Hourly rate for travel per Associate .....	\$30 per hour
Mileage .....	Current IRS Rate
Meals - Breakfast (if required to leave before 6:00 a.m.) .....	\$10 per person
Lunch (if meetings extend over six hours) .....	\$15 per person
Dinner (if travel extends beyond 8:00 p.m.) .....	\$25 per person
Processing Charges .....	\$45 per hour
Printed materials (includes binder, tabs, and handling) .....	\$0.15 per page
Shipping .....	At Cost
Travel Expenses: Tolls, Parking, Lodging, Airfare .....	At Cost
Annual Extraordinary Update Cost .....	up to \$500
Annual service fee for digital publishing .....	\$795
Annual Update Service cost .....	\$3,540
Annual Update Service increase.....	3%

*Neola reserves all rights to modify any of the scheduled prices above. Associated fees will increase at a rate of three percent (3%) annually without notice to the Board. The Board will receive notice at least thirty (30) days before any increase that exceeds three percent (3%) becomes effective.*

*These prices are effective as of December 1, 2026.*

## Addendum B: Selection of Services and Payment Options

### PACKAGE 1: Bylaws, Policies, and Administrative Guidelines Development

#### Option #1 - Standard Payment

- \$36,500.00 due and payable within thirty (30) days of receipt of an invoice from Neola following execution of this License Agreement.

#### Option #2 - Extended Payment

- \$36,500.00 in two (2) installments according to the following schedule:
  - \$18,250.00 due and payable within thirty (30) days of receipt of an invoice
  - \$18,250.00 at twelve (12) months after the execution of this Agreement.

OR

### PACKAGE 2: Bylaws and Policies Development

#### Option #1 - Standard Payment

- \$22,000.00 due and payable within thirty (30) days of receipt of an invoice from Neola following execution of this License Agreement.

#### Option #2 - Extended Payment

- \$22,000.00 in two (2) installments according to the following schedule:
  - \$11,000.00 due and payable within thirty (30) days of receipt of an invoice
  - \$11,000.00 at twelve (12) months after the execution of this Agreement.

*These prices are effective as of July 1, 2025.*



## Addendum C: Digital Invoicing and Payment Options

### Digital Invoicing

Neola will provide all invoices to the Board via digital delivery to the Billing Contact email address provided in Addendum D of this Agreement. The Board agrees to ensure that the Billing Contact email address remains current and accurate throughout the term of this Agreement. The Board must notify Neola of any changes to the Billing Contact email address within a timely manner by sending an email to [accounts@neola.com](mailto:accounts@neola.com). Invoices will be delivered in a timely manner and will include a PDF download of the invoice.

### Invoice Email

Email: \_\_\_\_\_

### Primary Billing Contact

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

### Secondary Billing Contact

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

### Billing Contact(s)

The staff member(s) is/are designated to coordinate with Neola's Accounting department to make payments under this License Agreement.

### Electronic Funds Transfer (EFT) Payments

The Board may request to make payments via Electronic Funds Transfer (EFT). To initiate EFT payments, the Board must contact Neola's Accounting Department at [accounts@neola.com](mailto:accounts@neola.com) to obtain the necessary banking information and authorization forms. Neola reserves the right to approve or deny requests for EFT payments at its discretion.

## Addendum D: Board Designees and Contact Information

Please provide the following information:

<input type="checkbox"/> Primary Contact	Name	_____
<input type="checkbox"/> Site Administrator	Title	_____
<input type="checkbox"/> IT Contact	Phone	_____
<input type="checkbox"/> Legal Counsel	Email	_____
<input type="checkbox"/> Primary Contact	Name	_____
<input type="checkbox"/> Site Administrator	Title	_____
<input type="checkbox"/> IT Contact	Phone	_____
<input type="checkbox"/> Legal Counsel	Email	_____
<input type="checkbox"/> Primary Contact	Name	_____
<input type="checkbox"/> Site Administrator	Title	_____
<input type="checkbox"/> IT Contact	Phone	_____
<input type="checkbox"/> Legal Counsel	Email	_____
<input type="checkbox"/> Primary Contact	Name	_____
<input type="checkbox"/> Site Administrator	Title	_____
<input type="checkbox"/> IT Contact	Phone	_____
<input type="checkbox"/> Legal Counsel	Email	_____

### Site Administrator (Super Publisher)

The staff member is designated to manage the Board's Policy site regarding site setup and options, adding and removing users for accessing, viewing, and editing content. The Board's Site Administrator will be the primary contact with BoardDocs support.

### IT Staff Member

The staff member is authorized to work with the Neola IT staff and BoardDocs staff to optimize the connection for working on Neola's materials on the BoardDocs platform.

### Primary Contact

The staff member is designated to coordinate the Board's work regarding the services for which the Board has contracted under this License Agreement with Neola, including, but not limited to, assigning tasks to the Board staff, serving as the primary contact for the Neola Associates, and communicating with Neola's Production Office.

### Legal Counsel

This member of the Policy development team may be the District's internal or outside legal counsel and participate in this process.