

(ATTACHMENT 4) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS

License Agreement with Neola, Inc.

I. Parties

This is an agreement (Agreement) between Neola, Inc. (Neola, Contractor) and The Milwaukee Board of School Directors (Board).

II. Background

Neola owns certain materials including materials referred to as “Templates.” Among these Templates are:

- 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.

Neola licenses certain modified versions of the Templates for Board Bylaws and Policies, which are referred to as Board-Adopted Editions of the Bylaws and Policies, and modified versions of the Templates for Administrative Guidelines and Forms, which are referred to as Superintendent-Approved Editions of the Administrative Guidelines. 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 Templates for Updates, which modified versions supplement or replace portions of the Board-Adopted Editions of Bylaws and Policies or Superintendent-Approved Editions of Administrative Guidelines and Forms. As used in this agreement, the Board-Adopted Editions of the Bylaws and Policies, the Superintendent-Approved Editions of the Administrative Guidelines, and any and all modified versions of the Board-Adopted Editions of the Bylaws and Policies and/or the Superintendent-Approved Editions of the Administrative Guidelines that result from Neola’s Update Service or the Board’s initiative that is not related to a Neola Update may collectively be referred to as Licensed Materials.

Neola creates the Licensed Materials by modifying the Templates through interaction with the District, and then Neola makes the Licensed Materials available to the Board for the Board’s use through digital publishing of the Licensed Materials. The process of modifying the Templates and the digital publishing of the Licensed Materials occurs through a web-based portal. Neola may provide this web-based portal through its own resources, or it may contract with a third-party vendor to provide this web-based portal. At the time of signing this Agreement, Neola provides this web-based portal through BoardDocs, which is a product of Diligent Corporation.

(ATTACHMENT 4) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS

III. Board Intentions and Commitments

The Board desires, through this Agreement, to:

- A. license a Board-Adopted Edition of Bylaws and Policies that will be created as set forth in Addendum B and have Neola digitally publish the same as set forth in Addendum B;
- B. license a Superintendent-Approved Edition of Administrative Guidelines that will be created as set forth in Addendum B and have Neola digitally publish the same as set forth in Addendum B; and
- C. subscribe to Neola's Update Service and thereby license future modified versions of the Board-Adopted Editions of the Bylaws and Policies and/or the Superintendent-Approved Editions of the Administrative Guidelines that will be created as set forth in Addendum C and have Neola digitally publish the same as set forth in Addendum C.

The Board acknowledges that the content of Neola's 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 in the initial license of these materials, the Board acknowledges a need to keep the Licensed Materials current and therefore the Board desires to renew the Update Service as provided in this Agreement.

The Board also acknowledges the obligation to use Neola's protocol for modifying and digitally publishing the Licensed Materials. This protocol includes the use of a web-based portal. The Board therefore desires to perform certain of its obligations under this Agreement by cooperating in the formation of the Licensed Materials through Neola's designated web-based portal. The Board also desires to access the Licensed Materials through Neola's designated web-based portal. The Board further acknowledges that in order to maintain the digital publishing of the Licensed Materials, the Board must pay Neola an ongoing annual digital publishing service fee (the current amount of the fee is set forth in Addendum A).

In view of the following, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, including the fees set forth in the Addenda hereto, the Board hereby purchases a license to the Licensed Materials as set forth herein and subscribes to Neola's Update Service as set forth herein. The Board also agrees to pay Neola for any of the additional fees set forth in the Addenda including, but not limited to, those fees set forth in Addendum A, which relate, at least in part, to additional consulting fees. The Board acknowledges that Neola, at its discretion, may increase the fees set forth in Addenda, particularly with respect to the Update Service. Neola acknowledges that it will provide notice at least thirty (30) days before any increase is to be effective. The Parties acknowledge that as part of creating the Board-Adopted and Superintendent-Approved Licensed Materials, which materials are created through a development process set forth in Addendum B, the Board will gain the benefit of three (3) Updates, as set forth in Addendum C, at no additional cost to the Board.

(ATTACHMENT 4) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS

IV. Policy and Guideline Development and Update Service

- A. Development Services - In consideration for the Board's performance under this Agreement including, but not limited to, performance of all applicable obligations set forth in the Addenda hereto and payment of all applicable fees provided in the Addenda hereto, and in accordance with the Board's desires stated above:
- a. Neola and the Board or designee shall, according to the protocol set forth in Addendum B, develop a modified version of Neola's Templates for Board Bylaws and Policies, which modified version will be licensed to the Board as provided below. Neola shall, according to the protocol set forth in Addendum B, digitally publish this Board-Adopted Edition of the Bylaws and Policies; and
 - b. Neola and the Board or designee shall, according to the protocol set forth in Addendum B, develop a modified version of Neola's Templates for Administrative Guidelines, which modified version will be licensed to the Board as provided below. Neola shall, according to the protocol set forth in Addendum B, digitally publish this Superintendent-Approved Edition of the Administrative Guidelines and Forms.
- B. Update Service - In consideration for the Board's performance under this Agreement including, but not limited to, performance of all applicable obligations set forth in the Addenda hereto and payment of all applicable fees provided in the Addenda hereto, and in accordance with the Board's desires stated above, and to the extent that Neola prepares Update Templates, Neola and the Board or designee shall, according to the protocol set forth in Addendum C, update the Board-Adopted Edition of the Bylaws and Policies and the Superintendent-Approved Edition of the Administrative Guidelines based upon the Update Templates, which updated version will be licensed to the Board as provided below. Neola shall, according to the protocol set forth in Addendum C, digitally publish this updated version of the Board-Adopted Edition of the Bylaws and Policies and/or Superintendent-Approved Edition of the Administrative Guidelines and Forms.

V. License

Neola hereby grants the Board a personal, non-exclusive, non-transferable perpetual license to the Board's Board-Adopted Editions of the Bylaws and Policies and Superintendent-Approved Editions of the Administrative Guidelines, as well as any versions thereof that are updated in accordance with this Agreement, all of which may be collectively referred to as Licensed Materials, consistent with the Board's intentions as set forth in *Section III - Board Intentions and Commitments* above.

This license is limited and restricted to those rights that are necessary for the Board to conduct its business and are specifically limited and restricted as set forth below in *Section VI - Limitations and Prohibitions*.

(ATTACHMENT 4) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS

Neola owns all copyrights and other intellectual property rights in the Templates and modified versions thereof including the Board-Adopted Edition of the Bylaws and Policies, the Superintendent-Approved Edition of the Administrative Guidelines, any Neola Forms, and all intermediary drafts leading thereto, as well as any modified versions of the Board-Adopted Editions of the Bylaws and Policies and/or the Superintendent-Approved Editions of the Administrative Guidelines that result from the Update Service, the protocol for which is set forth in Addendum C.

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 Templates and the modified versions thereof including the Board-Adopted Edition of the Bylaws and Policies, the Superintendent-Approved Edition of the Administrative Guidelines and Forms, and all intermediary drafts leading thereto, as well as any modified versions of the Board-Adopted Editions of the Bylaws and Policies and/or the Superintendent-Approved Editions of the Administrative Guidelines 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 or designee collaborates with Neola, and Neola will provide the appropriate legal review, in the creation of any work under this Agreement, the parties jointly share such rights therein except as provided below with respect to Board-Specific Materials (Board-Specific Materials), or the above as Neola designated intellectual property.

Neola acknowledges that the Board maintains all ownership of the Board-Specific Materials or Board-specific revisions or deletions in a template that is otherwise copyrighted to Neola. Board-Specific Materials include the following:

- A. Materials from the Board’s existing materials
- B. materials from the Board’s existing materials that the Board requests be incorporated during the drafting process;
- C. new materials that the Board develops in their entirety and exclusive of Neola;
- D. revisions or deletions that substantively depart from Neola’s Templates; and
- E. outdated material that the Board did not keep current with laws, regulations, and applicable standards.

The Board acknowledges that Neola recommends against the use or incorporation of Board-Specific Materials, and while Neola will, at the request of the Board, incorporate Board-Specific Materials into the Licensed Materials, the Board acknowledges that it bears all risks associated with the Board’s decision to request that such Board-Specific Materials be incorporated. Neola reserves the right to, but is not obligated to, advise the Board to seek its own legal review of Board-Specific Materials.

Should Neola choose to use Board-Specific Materials for purposes outside this Agreement, the Board hereby grants Neola a non-exclusive, perpetual license to use,

(ATTACHMENT 4) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS

copy, distribute, prepare derivative works of, publicly perform, and publicly display the Board-Specific Materials. The Board, however, may limit or restrict any license of Board-Specific Materials by providing Neola a written communication at the time the materials are provided to Neola regarding the limitation or restriction.

VI. Limitations and Prohibitions

A. Copying

- a. The Board is hereby granted permission to make and distribute copies of the Templates, the Board-Adopted Edition of the Bylaws and Policies, the Superintendent-Approved Edition of the Administrative Guidelines and Forms, and any intermediary drafts leading thereto, so long as the copies are made for use by the Board or designee, or as may otherwise be required by the law, without the express written permission of Neola.
- b. 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. No Transferring

- a. 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 Templates or modified version thereof including the Board-Adopted Edition of the Bylaws and Policies, the Superintendent-Approved Edition of the Administrative Guidelines and Forms, and all intermediary drafts leading thereto.

C. Copyright Marking

- a. The Board must retain Neola's copyright marking on any printed copy of the Licensed Materials so long as Neola's intellectual property is still included in any version of the Board-Adopted Edition of the Bylaws and Policies, and/or the Superintendent-Approved Edition of the Administrative Guidelines and/or Forms.

VII. Term and Termination

The term of this agreement shall be from December 1, 2024 to November 30, 2026. Any associate hours or visits remaining to be used as of November 30, 2026 will be rolled into a supplemental agreement. This agreement incorporates by reference the attached Addendums (A, B, C & D), and is effective upon its signing by both parties.

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.

(ATTACHMENT 4) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS

If the Board wishes to terminate the Update Service, the Board or designee must provide written notice to Neola to the attention of the Neola Business Office at info@neola.com. If the Board elects to terminate this Agreement, the Board is obligated to pay any and all charges for services rendered before the date of the notification.

If the Board elects to terminate this Agreement before completing its payment obligations under this Agreement, Neola and the Board or designee shall jointly 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.

Except in the event of a breach by the Board, but the Board nonetheless elects to terminate this Agreement, and so long as the Board completes its payment obligations under this Agreement, then the Board may continue to use the Licensed Materials, royalty-free, so long as the use is consistent with terms and conditions provided in this Agreement.

Likewise, except in the event of a breach by the Board, and so long as the Board has made payment for any Finalized Version of revisions obtained under the Update Service, then the Board may continue to use, royalty-free, the Finalized Version of the revisions so long as the use is consistent with terms and conditions provided herein.

A waiver by either party of a breach or failure to perform under this Agreement will not constitute a waiver of any subsequent breach or failure to perform.

If Neola elects to terminate this Agreement prior to delivery of the licensed materials, a partial refund may be made upon receipt of all drafting materials from the Board. If Neola elects to terminate this Agreement during the Update Service, then the Board may use, royalty-free, the materials as provided by Neola so long as the use is consistent with terms and conditions provided herein.

Except in the event of a breach by Neola, while the Board may continue to use the 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 the license agreement between Neola and the Board is terminated for any of the reasons described in this section, the Board will maintain Neola's copyright marking so long as Neola's intellectual property is still included in the revised version of the Board-Adopted Edition of the Bylaws and Policies, and/or the Superintendent-Approved Edition of the Administrative Guidelines and/or Forms so that the Board's use is consistent with the terms and conditions set forth herein.

If the license agreement between Neola and the Board is terminated for any of the reasons described in this section, the Board is still bound by *VI – Limitations and Prohibitions*.

If this Agreement is terminated as set forth in this Agreement, Neola will provide the Board with copies of its currently adopted policies, as well as any drafts of proposed revisions currently under consideration, in digital format. However, even though the Board has digitally published their Board Bylaws and Policies, Administrative Guidelines, and Forms through Neola, Neola will not be obligated to support the Board's digital access to any materials in the event the Board terminates this

(ATTACHMENT 4) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS

Agreement.

VIII. Defenses

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's counsel determines, and so advises Neola, that the disputed matter is not about alleged failure to license materials that accurately reflect compliance with applicable Federal or State law.

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 Board-Specific Materials.

Neola shall be solely responsible for defending against any third-party claim of infringement of intellectual property based upon content of the licensed materials that is recommended by Neola and subsequently included in the Board's Board-Adopted Edition of the Bylaws and Policies and Superintendent-Approved Edition of the Administrative Guidelines.

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 Board-Specific Materials.

IX. Limited Liability and Hold Harmless

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 such 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 such 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, that is, create Board-Specific Materials.

Although not obligated, Neola may recommend that the Board seek its own legal review of any Board-Specific Materials. Whether or not the recommendation is made, the Board, its officers, and employees agree that Neola has no obligation to verify or approve the accuracy, validity, or completeness of the Board-Specific Materials.

(ATTACHMENT 4) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS

Further, the Board, its officers, and employees shall not submit for publication by Neola any materials, including Board-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 licensed materials that was recommended by Neola and subsequently included in the Board's Board-Adopted Edition of the Bylaws and Policies or the Superintendent-Approved Edition of the Administrative Guidelines. 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 Board-Specific Materials or upon the content of any other materials contributed by the Board and subsequently incorporated into the Board's version of a Neola template, even though it was determined that the content contributed by the Board did not substantively alter the Neola template.

X. Confidentiality

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

Each party acknowledges that, during the term of this agreement, it may inadvertently 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 such 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.

XI. Insurance

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 Associates designated to work with the Board, as well as the Corporate staff who may work with the Board pursuant to this Agreement, shall be covered by this insurance, which shall be provided by a reputable and financially viable insurance carrier. Such insurance shall not be cancelled except upon thirty (30) days written notice to the Board. Neola shall provide the Board, upon written request, with a certificate evidencing such insurance coverage and name the Board as "additional insured" and "certificate holder".. 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.

(ATTACHMENT 4) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS

XII. General

This Agreement is interpreted under appropriate 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, may, without the consent or approval of the Board alter the fees set forth in the Addenda, 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. The 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 pursuant to the termination language her in Section VII.

(ATTACHMENT 4) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS

Acknowledgment

This Agreement is effective as of the date of the last signature of the individuals who have signed below. By their signature, the individuals acknowledge their individual authority to bind their respective party and by their signature so bind their respective party to the duties and obligations defined herein.

The following parties acknowledge and bind the Milwaukee Board of School Directors and Neola, Inc.:

Milwaukee Board of School Directors

Neola, Inc.

Janine Adamczyk
Director Procurement & Risk Management

Amanda J. Clapp, Esquire
President/CEO

Date: _____

Date: _____

Eduardo Galvan
Interim Superintendent of Schools
Date: _____

Marva Herndon
President, Milwaukee Board of School Directors
Date: _____

Please note, this Agreement will be considered void if not executed by November 22, 2024

Initial _____

(ATTACHMENT 4) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS

***Addendum A
 Additional Charges***

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

A. Hourly rate for consultation in excess of the time provided in conjunction with the Bylaws and Policy Development Service, Administrative Guidelines Development Service, and/or the Update Subscription	\$165 per hour per associate, plus travel time, mileage and expenses
B. Hourly rate for any additional processing by Production Office as required during the Bylaws and Policy Development Service, Administrative Guidelines Development Service, and/or in conjunction with the Update Subscription	\$36 per hour
C. Per page cost for copying any materials requested by the Board	\$0.15 per page
D.	
E. Mileage	Current IRS rate
F. Hourly rate for travel per Associate	\$25 per hour
G. Meals Breakfast Lunch Dinner	\$ 10 per person \$18 per person \$32 per person
H. Annual service fee for digital publishing	\$795 per year

Neola reserves all rights to modify any of the scheduled prices above to the extent permissible. The Board will receive notice at least thirty (30) days before any increases are effective.

These prices are effective as of July 1, 2023.

(ATTACHMENT 4) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS

***Addendum B
Bylaws and Policies Development Service
Administrative Guidelines Development Service***

I. General

Modified versions of Neola's Templates for Bylaws and Policies and modified versions of Neola's Administrative Guidelines will be developed as part of respective Development Processes. The Bylaws and Policies developed as part of the process described in *The Bylaws and Policies Drafting Project Scope* document will be presented to the Board for adoption and the Administrative Guidelines developed as part of the process described in *The Administrative Guidelines Drafting Process Project Scope* document will be presented to the Superintendent for approval, and upon the adoption and/or approval, Neola will digitally publish these materials.

II. Neola Associates and Board's Primary Contact

When executing this agreement, the Board shall designate as the Primary Contact a staff member who will coordinate the Board's work during the Board Bylaws and Policies Development Process and provide Neola with the contact information for this representative by completing the form included as Addendum D.

Further, on Addendum D the Board will provide contact information for the staff member who are authorized to support the drafting process as IT staff, site administrator, and accounts payable.

The Neola Associates who may participate in the drafting process with the Board or designee during the Development Services include Dr. Richard Zimman, Dr. John Thomsen, Dr. Scott Brown, Dr. Steve LaVallee, and/or Ms. Amanda J. Clapp, Esquire.

III. Face-to-Face Consultation

Neola will provide up to one-hundred-twenty (120) hours of face-to-face consultation time during which the designated Associates will work with drafting teams (which are Board staff members designated by the Primary Contact to consider the templates for specific sections of the bylaws and policies and/or the administrative Guidelines) during work sessions where modified versions of the bylaws and policies and administrative Guidelines will be developed.

Except for unusual circumstances, at least two (2) Associates will be present during each work session. Regardless of the number of Associates present at work sessions, only the time required for that meeting will be counted toward allotted one-hundred-twenty (120) hours of consultation time. Two (2) Associates will also be present during the Administrative Guidelines Drafting Process. It will be the Board's decision to determine how the one-hundred-twenty (120) hours of consultation shall be allocated between *The Bylaws and Policies Drafting Process* and *The Administrative Guidelines Drafting Process*.

(ATTACHMENT 4) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS

If the Board prefers two drafting teams to work simultaneously, requiring at least one Associate to meet with each group, then the time spent in each meeting is counted toward the one-hundred-twenty (120) hours) total hours of consultation time.

Furthermore, if more than one-hundred-twenty (120) hours of consultation time are required to complete the Bylaws and Policies and the Administrative Guidelines and any Board-Specific Materials, as set forth in or that are developed during the work described in the scope of work for *The Bylaws and Policies Drafting Process* and the *Administrative Guidelines Drafting Process*, the Board will be billed for the additional time spent by each Associate who participates in the drafting sessions at the hourly rate for the additional face-to-face consultation set forth in Addendum A.

IV. Processing Time

Neola will provide up to two hundred (200) hours of processing time so that the modified versions of the bylaws and policies and administrative Guidelines can be processed by Neola's production staff. If more than two hundred (200) hours is required to process the modified versions of the Bylaws and Policies, the Administrative Guidelines, and Board-Specific Materials, as described in V - License of the License Agreement or that are developed during the drafting processes described in *the scope of work for The Bylaws and Policies Drafting Process* and the scope of work for *The Administrative Guidelines Drafting Process* in this addendum, the Board will be billed the hourly rate for additional processing time as set forth in Addendum A.

V. Setting up Policy Platform

Neola will establish a policy console for the Board and load the Neola licensed Templates to the console for use during the Board Bylaws and Policies drafting process.

Training will be provided for the Board's Site Administer on how to use the Policy Publishing site.

The Primary Contact shall designate Board staff members who will access templates, edit, and save material, and those who will have view-only access to the draft documents on the site. The Site Administrator will create Policy Site user accounts for each staff member so designated.

VI. Planning the Drafting Project

No later than eight weeks from the effective date of the License Agreement, the Board's representative shall meet and confer with the designated Neola Associates.

During this initial consultation, the Board's representative and the Neola Associates shall do the following:

- A. develop a timeline for the project;
- B. identify the degree to which the Board and Board staff will be involved in the drafting sessions;

(ATTACHMENT 4) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS

- C. identify the Board staff members who will participate in the orientation session;
- D. establish a date for the orientation session and a schedule of work sessions that will be facilitated by Neola; and
- E. establish the email addresses at which the Board will be notified when Neola has saved material on the Policy site, and the email address the Board will use to notify Neola when marked-up materials have been saved on the Policy site.

The Primary Contact shall also provide a list of staff members who are designated to serve on the drafting teams for the Board Bylaws and Policies Drafting Process.

VI. Orienting Staff to the Drafting Process

Drafting teams designated by the Primary Contact shall participate in an orientation session of up to two (2) hours about the expectation of staff during the drafting process and on the use of the Policy site.

VII. Policy Publishing

The Board's Policy site will be hosted on multiple servers, and all publishing of Board documents will be made by Neola personnel. Neola retains all proprietary rights associated with digitally publishing the Board's documents.

Neola's obligation to digitally publish the materials licensed from Neola is subject to the Board maintaining its subscription to the Update Service and paying the annual service fee. Neola reserves the right to and may cease publication of the licensed materials if the Board fails to maintain its subscription to the Update Service or fails to pay the annual service fee.

If the Board chooses to maintain a printed copy of their Neola materials, the Board or designee may print the material from their Policy site. If requested by the Board, Neola will produce a hard copy of this material at the cost set forth in Addendum A.

VIII. The Administrative Guidelines Drafting Process

Upon completion of the Bylaws and Policies development process the Superintendent-Approved Edition of the Administrative Guidelines that is licensed to the Board will be developed in a process consistent with the manner of the Bylaws and Policies.

Neola will then publish the Superintendent-Approved Edition of the Administrative Guidelines on the Board's Policy site. Neola will notify the Primary Contact by email when the approved Guidelines have been published.

If the Board chooses to maintain a printed copy of the Licensed Materials, the Board or designee may print the material from their Policy site. If requested by the Board, Neola will produce hard copy of this material at the cost set forth in Addendum A.

(ATTACHMENT 4) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS

VII. Forms

Neola will provide, at no additional charge, a license to use Neola's Forms that complement the Templates for Administrative Guidelines. This license is consistent with the privileges and obligations provided with the other licenses being granted to the Board.

If the Board chooses to customize Neola's Template forms in any way, (e.g., add the Board or district name and logo) or to substitute current Board forms for selected Neola Template forms, the cost incurred by the Board shall be for the time required to process these changes and/or format the current Board forms. The cost for this additional processing time shall be at the hourly rate set forth in Addendum A.

VIII. Payment Obligations

In consideration for the License to the Board-Adopted Edition of the Bylaws and Policies, the Superintendent-Approved Edition of the Administrative Guidelines, Neola's Forms Templates, Digital Publishing of the Licensed Materials, Neola's consultation, and other good and valuable consideration provided by Neola, the Board shall pay Neola one-hundred-twenty-five-thousand (\$125,000.00), according to the following schedule:

- \$15,625.00 three (3) months after execution of this Agreement.
- \$15,625.00 six (6) months after execution of this Agreement.
- \$15,625.00 nine (9) months after execution of this Agreement.
- \$15,625.00 twelve (12) months after execution of this Agreement.
- \$15,625.00 fifteen (15) months after execution of this Agreement.
- \$15,625.00 eighteen (18) months after execution of this Agreement.
- \$15,625.00 twenty-one (21) months after execution of this Agreement.
- \$15,625.00 twenty-four (24) months after execution of this Agreement.

The Board agrees that all payments will be payable upon receipt of an invoice and will be remitted within forty-five (45) days from the receipt of the invoice, except for fees that Board may dispute in good faith for reasons outlined in writing by Board within ten (10) days after receiving such invoice. Invoices for fees or other compensation for services or expenses will be submitted to the Board in detail sufficient for a proper pre-audit or post-audit thereof.

As noted above, the Board will also receive at no additional cost the first three (3) Regular Updates, as well as any Special Updates published during the period covered by those three (3) updates, that are published after the work on policy development described in the Scope of Work for *The Bylaws and Policies Drafting Process* commences. The Board's only cost associated with these three (3) Regular Updates will be reimbursement of the Board's designated Associates' expenses that are related to consultation provided for an update, if additional visits are needed to review the update templates. Those costs would include mileage at the current IRS rate, travel time, meals at the rates set forth in Addendum A, tolls, parking, lodging and airfare (if required) at the actual cost incurred.

(ATTACHMENT 4) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS

The Board agrees to pay the hourly rate charged for face-to-face Associate consultation time that is set forth in Addendum A, Additional Charges, if more than the total of one-hundred-twenty (120) hours of face-to-face Associate consultation time that are included in the base price above is required to complete the documents that comprise the Board's Board-Adopted Edition of the Bylaws and Policies, the Superintendent-Approved Edition of the Administrative Guidelines and the facilitation of Board Workshop Sessions.

Board agrees to pay the hourly rate charged for processing documents that is set forth in Addendum A, Additional Charges, if more than the total of two hundred (200) hours of processing that are included in the base price above is required to process the documents that comprise the Board's Board-Adopted Edition of the Bylaws and Policies and the Superintendent-Approved Edition of the Administrative Guidelines.

Additionally, the Board agrees to pay, when invoiced, for the Associate's expenses, including mileage at the current IRS rate, travel time, tolls, meals and lodging that are related to all meetings scheduled to complete the work described in *The Bylaws and Policies Drafting Process* and *The Administrative Guidelines Drafting Process* in this addendum and for meetings scheduled to complete the work related the update service described in Addendum C.

The Board also agrees to pay, when invoiced, for the expenses of Dr. John Thomsen, Dr. Richard Zimman, Dr. Steve LaVallee, Dr. Scott Brown, and/or Ms. Amanda J. Clapp, Esquire when they attend drafting or update sessions.

The Board must pay the current Annual Service Fee for digital publishing on the first anniversary of the date that Neola's material is digitally published so the drafting process described in the scope of work for *The Bylaws and Policies Drafting Process* can begin, and annually thereafter. The first invoice amount will be prorated to August. Subsequent invoicing for this Annual Service Fee will be in August.

Furthermore, the Board agrees to pay, within forty-five (45) days of receipt of an invoice, for additional products and services, as described herein, and for shipping and handling of all materials, as well as any additional services or materials requested by the Board. These charges are set forth in Addendum A.

If Neola receives funds paid by Board under this Agreement that are in excess of the amount invoiced, Neola will promptly notify the Board. Any excess funds must be refunded to the Board promptly, but in every such instance within thirty (30) calendar days.

Please note, this Agreement will be considered void if not executed by November 22, 2024

(ATTACHMENT 4) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS

Addendum C - Update Service

I. Frequency

Neola may, at its sole discretion, prepare Update Templates corresponding to the Licensed Materials. The Update Templates will be offered biannually to the Board through a Regular Update, which is a collection of Update Templates offered those Neola clients who maintain their Update Subscription. The Update Templates may include, among other things, proposed revisions that Neola deems appropriate to address Federal or State legislation enacted since the publication of the immediately previous update, court decisions at the Federal or State level that may necessitate policy revision, and/or actions of agencies at either the Federal or State level that may necessitate policy revision as a result of their revised regulations, as well as best practices identified through Neola's work with clients. The proposed revisions, additions, or deletions contained within the Update Templates may collectively be referred to as "Edits."

Neola may also, at its sole discretion, prepare additional Update Templates and offer these templates to the Board through a Special Update, which may be offered when Neola deems that additional changes should be made to the Licensed Materials before the next Regular Update. Neola is not obligated to provide any face-to-face consultation to the Board concerning Special Updates. If the Board requests consultation regarding a Special Update, the Board shall pay Neola's current rate as set forth in Addendum A for the face-to-face consultation. There will otherwise be no additional charge associated with Special Updates.

I. Neola Associate(s) and Primary Contact

The Primary Contact (Primary Contact) is identified in Addendum D.

Dr. Richard Zimman and Dr. John Thomsen are the Associates designated to meet with the Primary Contact and any staff members that are selected to be involved in the process.

II. Consultation Time

For any Regular Update, Neola will provide up to five (5) hours of preparation time and consultation time.

If more than five (5) hours of Associate time is required to complete any given update, then the Board shall pay Neola for the additional Associate time according to the fees set forth in Addendum A.

(ATTACHMENT 4) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS

III. Costs and Payment Obligations for the Update Service

The cost of the Update Service is \$3,400.00 per Regular Update, or \$6,800.00 per year, as of the date that this License Agreement and executed. As noted herein, the fee for the Update Service may be increased at Neola's discretion with prior notice to the Board as stipulated on Addendum A.

As indicated in Addenda B, the Board will receive benefit of three (3) Regular Updates as part of the Development Services described in Addendum B. However for these three (3) Regular updates, the Board shall pay, when invoiced by Neola, for the Associate's expenses that are related to the update visits, including travel time, mileage at the current IRS rate, meals at the rate set forth in Addendum A, tolls, parking, lodging and airfare (if required) at the actual cost incurred, and for preparation time and consulting time that exceeds the five (5) hours of preparation time and consultation time provided for the Update Service at the hourly rate for the additional consultation at the hourly rate set forth in Addendum A.

Beginning with the fourth (4th) Regular Update published after the work described in *The Bylaws and Policies Drafting Process* begins, Neola will invoice the Board for the Update Service upon the release of each update in each subsequent year, and the Board shall pay the invoice within forty-five (45) days of receipt.

If the Board requests additional face-to-face consultation from the Associate for any Regular Update, or face-to-face consultation for any Special Update, then the Board shall be invoiced for the additional time and for any costs incurred by the Associate to provide that consultation - such as, driving time (at Neola's established rate), travel time, mileage (at the current IRS rate), meals (if required) at the rate set forth in Addendum A, and the actual costs of tolls, parking, and lodging (if required).

For any Regular Update, Neola will provide up to six (6) hours of processing so that the updated Bylaws and Policies can be processed after Board adoption, and so that the updated Administrative Guidelines can be processed after appropriate approval. If more than six (6) hours are required to process the respective updated Licensed Materials, the Board shall pay Neola's hourly rate for processing as set forth in Addendum A for any additional processing time.

Furthermore, the Board shall pay Neola, within forty-five (45) days of being invoiced, for additional products and services and for shipping and handling of all materials related to the Regular Update service, as well as any additional services or materials requested by the Board the fees set forth in Addendum A.

Additionally, the Board shall pay, when invoiced by Neola, for the expenses of the designated Associate(s) that are related to visits provided for an update, including mileage at the current IRS rate, meals at the rate set forth in Addendum A, tolls, parking, lodging and airfare (if required) at the actual cost incurred, and for preparation time and consultation time that exceeds the five (5) hours of preparation and consultation provided for the Update Service at the hourly rate for the additional face-to-face consultation at the hourly rate set forth in Addendum A.

(ATTACHMENT 4) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS

Furthermore, the Board agrees to pay, when invoiced, within forty-five (45) days for additional products and services and for shipping and handling of all materials, as well as any additional services or materials requested by the Board these charges are set forth in Addendum A.

During the term of this Agreement, the Board shall pay the usual and customary rate for processing documents, as set forth in Addendum A, for requests made by the Board for changes to the Licensed Materials that are not associated with a Regular or Special Update.

Lastly, the Board must continue to pay, when invoiced each August, the current Annual Service Fee for digitally publishing the Board's Licensed Materials.

IV. Termination of the Update Service

As provided in *Section VII – Termination in the License Agreement*, the Board may cancel the Update Service by providing written notice.

(ATTACHMENT 4) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS

***Addendum D
District Designees and Contact Information***

Name _____ **Title** _____
Phone _____ **Email** _____
 Primary Contact Site Administrator IT Contact Billing Contact

Name _____ **Title** _____
Phone _____ **Email** _____
 Primary Contact Site Administrator IT Contact Billing Contact

Name _____ **Title** _____
Phone _____ **Email** _____
 Primary Contact Site Administrator IT Contact Billing Contact

Name _____ **Title** _____
Phone _____ **Email** _____
 Primary Contact Site Administrator IT Contact Billing Contact

Name _____ **Title** _____
Phone _____ **Email** _____
 Primary Contact Site Administrator IT Contact Billing Contact

Site Administrator (Super Publisher)

The staff member is designated to manage the District's BoardDocs site regarding site setup and options, adding and removing users for accessing, viewing, and editing content. The District's Site Administrator (Super Publisher) 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 District's work regarding the services for which the District has contracted under this License Agreement with Neola, including, but not limited to, assigning tasks to the District staff, serving as the primary contact for the designated Neola Associates, and communicating with Neola's Production Office.

Billing Contact

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