License Agreement with NEOLA, INC.

I. Parties

This is an agreement (Agreement) between NEOLA, Inc. (NEOLA) and the Board of Education of the Monroe County Community School Corporation (Corporation).

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 also owns proprietary code for electronic publication of NEOLA materials.

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 Corporation Approved Editions of the Administrative Guidelines and Forms. These modified versions may include materials specifically tailored for licensees (e.g., a school board in a school corporation). NEOLA also provides, through an Update Service, certain modified versions of the Templates for Updates, and upon adoption or approval, licenses revisions that supplement or replace portions of the Board Adopted Editions of Bylaws and Policies or Corporation Approved Editions of Administrative Guidelines and Forms. NEOLA also offers an Electronic Publishing Service whereby licensed materials are posted and maintained on the internet by NEOLA for the Corporation.

III. Corporation Intentions

The Corporation desires, through this Agreement, to contemporaneously:

A. license a modified version of the Templates for Board Bylaws and Policies that will be customized as set forth in Addendum B;
B. license a modified version of the Templates for Administrative Guidelines that will be customized as set forth in Addendum C; and
C. subscribe to NEOLA’s Electronic Publishing Service, whereby NEOLA will electronically publish the materials licensed to the Corporation as set forth in Addendum D.

(Note: End of options.)

The Corporation acknowledges that the content of NEOLA’s Templates is dynamic inasmuch as the passage of new laws and promulgation of new regulations occur continually, and may require revision of the Templates to maintain statutory and/or regulatory compliance. As a result, and in order to protect its investment in the initial license of these materials, the Corporation acknowledges a need to keep the licensed materials current. Accordingly, by entering into this Agreement, the Corporation desires to subscribe to the Update Service, which renews annually as provided below.

IV. Services

In consideration for the Corporation’s performance under this Agreement including, but not limited to, payment of the fees provided in the addenda hereto, NEOLA shall, in accordance with the Corporation’s desires stated in Section III – Corporation Intentions above:

A. modify its Templates for Board Bylaws and Policies according to the protocol provided in Addendum B and license, according to the terms herein, a Board Adopted Edition of the Bylaws and Policies;
B. modify its Templates for Administrative Guidelines according to the protocol provided in Addendum C and license, according to the terms herein, a Corporation Approved Edition of the Administrative Guidelines;
C. electronically publish the materials licensed to the Corporation, according to the protocol provided in Addendum D.

V. Update Subscription

The Corporation hereby subscribes to NEOLA’s Update Service.

NEOLA may, as it deems necessary, prepare revisions or supplements to its Templates. These revisions may be included in Update Templates to Bylaws and Policies and Update Templates to Administrative Guidelines and Forms.

Through the Update Service:

Step 1: NEOLA shall provide the Corporation with Update Templates corresponding to the materials licensed by the Corporation. These Update Templates may be provided semi-annually as Regular Updates or periodically as Special Updates.

Step 2: The designated representative(s) of the Corporation shall consider the revisions contained with the Update Templates and accept or reject the revisions contained therein. For any Regular Update, the Corporation may
elect, and NEOLA shall provide, consultation by a NEOLA Associate during the selection process. NEOLA will provide two hours of consultation without additional charge to the Corporation. If more than two hours of the Associate’s time are requested or required, the Corporation will be billed NEOLA’s current rate as set forth in Addendum A, Additional Charges, for the additional time. NEOLA is not obligated to provide any consultation to the Corporation concerning Special Updates. If the Corporation requests consultation regarding a Special Update, the Corporation will be billed NEOLA’s current rate as set forth in Addendum A for the consultation.

If, during this step, the Corporation makes substantive revisions to the Templates provided, the revisions shall be considered Corporation-specific materials per Section VI – License below.

If the Corporation chooses the Pre-Adoption Update Service (PAU), the Corporation’s designated representative(s) shall submit, in writing, the selections to NEOLA’s Coshocton office. For its standard hourly rate for processing set forth in Addendum A, NEOLA will prepare modified versions of the Update Templates that are tailored for the Corporation in which the proposed selections and revisions have been marked with bold face and italics and inserted into the materials currently licensed to the Corporation as the Board Adopted Edition of the Bylaws and Policies.

Step 3: The Corporation shall submit in writing to NEOLA’s Coshocton office, the revisions to the Board Approved Bylaws and Policies adopted by the Corporation (and, if applicable, revisions to the Corporation Approved Administrative Guidelines approved by the Corporation’s representative(s)). The Corporation shall also provide NEOLA the date of the adoption of the revisions to the Board Approved Bylaws and Policies.

Step 4: Upon receipt of these revisions, NEOLA shall prepare and deliver to the Corporation a Finalized Version of revisions to the licensed materials.

NEOLA will invoice the Corporation in June and December of each year for the Update Service, and the Corporation shall pay the invoice within 30 days of receipt. NEOLA shall charge the Corporation its standard rate for the Update Service, for which the current amount is set forth in Addendum A.

Furthermore, the Corporation agrees to pay, when invoiced, for additional products and services and for shipping and handling of all materials, as well as any additional services or materials requested by the Corporation. These charges are set forth in Addendum A.

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

As provided in Section VIII – Termination herein, the Corporation may cancel the Update Service by providing written notice.
VI. License

NEOLA hereby grants the Corporation a personal, non-exclusive, non-transferable license to use NEOLA materials consistent with the Corporation’s intentions as set forth in Section III – Corporation Intention above.

This license is limited and restricted pursuant to the Limitations and Prohibitions provided in Section VII herein.


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

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” that it creates. To the extent that the Corporation collaborates in the creation of any work under this Agreement, the Corporation hereby agrees to assign its rights therein to NEOLA except as provided below.

NEOLA acknowledges that the Corporation maintains all ownership in Corporation-specific materials. Corporation-specific materials include the following:

A. materials from the Corporation’s existing materials that the Corporation requests be incorporated during the drafting process;
B. new materials that the Corporation develops in their entirety and exclusive of NEOLA; and
C. revisions or deletions that substantively depart from NEOLA’s Templates.

The Corporation acknowledges that NEOLA does not recommend the use or incorporation of Corporation-specific materials, and while NEOLA will, at the request of the Corporation, incorporate Corporation-specific materials into the licensed materials, the Corporation acknowledges that it bears all risks associated with the Corporation’s decision to request that such Corporation-specific materials be incorporated. NEOLA reserves the right to, but is not obligated to, advise the Corporation to seek its own legal review of Corporation-specific materials.

Should NEOLA choose to use Corporation-specific materials for purposes outside this Agreement, the Corporation hereby grants NEOLA a non-exclusive, perpetual license to use, copy, distribute, prepare derivative works of, publicly perform, and publicly display the Corporation-specific materials. The Corporation, however, may limit or restrict any license of Corporation-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

A. Copying

The Corporation is hereby granted permission to make and distribute copies of the Templates, the Board Adopted Edition of the Bylaws and Policies, the Corporation 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 Corporation, 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.

B. No Transferring

The Corporation is prohibited from assigning, licensing, sub-licensing, or otherwise transferring this license in whole or part. Furthermore, the Corporation 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 Corporation Approved Edition of the Administrative Guidelines and Forms, and all intermediary drafts leading thereto.

VIII. Termination

This Agreement 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.

If the Corporation wishes to terminate the Update Service, the Corporation must provide written notice of the same to NEOLA on or before November 1 or May 1 of any succeeding year. If the Corporation elects to terminate this Agreement, the Corporation is obligated to pay any and all charges for services rendered before the date of the notification.

If the Corporation elects to terminate this Agreement prior to completing its payment obligations under this Agreement, NEOLA and the Corporation shall jointly determine the amount due and payable by the Corporation based upon materials provided to the Corporation as well as the amount of consultation provided to the Corporation.

Except in the event of a breach by the Corporation, and so long as the Corporation completes its payment obligations under this Agreement, then the Corporation may continue to use the Board Adopted Edition of the Bylaws and Policies or Corporation
Approved Edition of the Administrative Guidelines and Forms so long as the use is consistent with terms and conditions provided herein.

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

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 Corporation. If NEOLA elects to terminate this Agreement during the Update Service, then the Corporation may use 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 Corporation 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.

Even if the Corporation has subscribed to NEOLA’s Electronic Publishing Service, NEOLA will not be obligated to continue to provide the Corporation electronic access to any materials in the event the Corporation terminates this Agreement.

IX. Defenses

NEOLA agrees to provide legal assistance or consultation to the Corporation, its officers, and employees so that the Corporation, 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 State or Federal law. Nothing herein, however, obligates NEOLA to provide the sole or primary defense to the Corporation, its officers, and employees. NEOLA may, at its sole discretion, withdraw its assistance in the event that NEOLA determines that its legal assistance is no longer of value to NEOLA or the Corporation, its officers, or its employees. Furthermore, nothing herein obligates NEOLA to provide any defense to the Corporation, its officers, and employees to defend a third party claim that arises out of Corporation-specific materials.

X. Limited Warranty

To the extent the Corporation, its officers, or employees are found to be liable for a claim arising out of the fact that the licensed materials do not accurately reflect compliance with the applicable State or Federal law, then NEOLA agrees to indemnify the Corporation, its officers, and employees in an amount up to, but not exceeding, $5,000.00.

XI. Limited Liability and Hold Harmless

To the extent permitted by the applicable law, NEOLA will not be liable to the Corporation, its officers, and employees for any third party claim, damage, injury, or cost arising from the following:
A. the Corporation's, its officers', and employees' failure to use or implement the licensed materials;
B. the Corporation's, its officers', and employees' failure to correctly interpret the licensed materials; or
C. the Corporation's, its officers', and employees' decision to make substantive changes or revisions to the licensed materials.

Although not obligated, NEOLA may recommend that the Corporation seek its own legal review of any Corporation-specific materials. Whether or not the recommendation is made, the Corporation, its officers, and employees agree that NEOLA has no obligation to verify or approve the accuracy, validity, or completeness of the Corporation-specific materials, and they agree to hold NEOLA harmless for any third party claim, damage, injury, or cost arising from the Corporation-specific materials.

XII. 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.

XIII. General

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

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.
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.

Monroe County Community School Corporation

signature

Printed Name:_________________________

Title:_______________________________

Date:_______________________________

NEOLA, Inc.

signature

Sandra E. Krueger

Secretary/Chief Operating Officer

Date: November 18, 2008

Please note, this Agreement will be considered void if not executed by December 31, 2008.
Addendum A
Additional Charges

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

A. Subscription to Update Service $895.00 per update

B. 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 $125.00 per hour

C. Hourly rate for any additional processing as required during the Bylaws and Policy Development Service, Administrative Guidelines Development Service, and/or in conjunction with the Update Subscription $33.00 per hour

D. Per draft cost for additional copies of any draft or Finalized Edition of the Bylaws and Policies, Administrative Guidelines, and/or Update Templates in excess of the number provided pursuant to this Agreement and any Addenda thereto $30.00 per manual

E. Per book cost for additional copies of Board Approved Editions of the Bylaws and Policies or Corporation Approved Editions of the Administrative Guidelines in excess of the number provided pursuant to this Agreement and any Addenda thereto $30.00 per manual

F. Additional per unit cost for D or E above if provided in a notebook with tabs $15.00 per manual

G. Per page cost for copying any excess materials requested by the Corporation $0.05 per page

H. Shipping and handling $6.00 per shipment plus actual UPS charges

I. Annual maintenance fee for electronic publishing $450.00

NEOLA reserves all rights to modify any of the scheduled prices above.

These prices are effective as of March 1, 2007.
Addendum B
Bylaws and Policies Development Service

1. Development

The Board Approved Edition of the Bylaws and Policies that is licensed to the Corporation will be developed as follows:

Step 1: The Board shall designate a representative who will coordinate the Corporation’s involvement in the development process. The Corporation shall notify NEOLA of this representative no later than four weeks from the effective date of the License Agreement. The Corporation’s representative shall confer with a NEOLA Associate no later than eight weeks from the effective date of the License Agreement.

During this initial consultation, the Corporation’s representative and the NEOLA Associate shall do the following:

A. develop a timeline for the project in accordance with NEOLA’s standard procedures for such timelines;

B. identify the degree to which the Board will be involved in the sessions described in Step 3 below;

C. identify any additional, key individuals who shall also participate in the sessions described in Step 3 below;

D. develop a tentative schedule of the sessions that will be facilitated by the NEOLA Associate; and

E. reduce the timeline and schedule to writing.

A NEOLA Associate will be available for up to twenty-four hours of consultation during the development process at no additional cost to the Corporation.

The schedule will provide for the work to be accomplished in up to five sessions. If more than five sessions are needed, or requested, then the Corporation will be billed for the Associate’s travel time and expenses.

No later than this initial consultation, the Corporation shall provide its current bylaws and policies in hard copy and, if possible, an electronic copy in Microsoft Word for Windows, IBM compatible.

Step 2: The NEOLA Associate will submit the timeline and schedule to NEOLA’s Stow Office for review (modification, if necessary) and approval. Upon notification from NEOLA that the timeline and schedule, or any modifications thereto, have
been approved, the parties hereby agree that the approved timeline and schedule shall be incorporated herein as Appendix A, and the terms thereof shall operate as terms and conditions herein.

Step 3: In accordance with the approved timeline, the designated staff members shall meet with the NEOLA Associate for the scheduled sessions so that the choices provided in NEOLA’s templates can be made.

If the Corporation decides to include some Corporation-specific materials, as defined in Section VI – License, during this drafting, the NEOLA Associate will mark the material as “Corporation Specific” and forward the same to NEOLA for processing into the new manuals.

The Corporation may incorporate up to twenty pages of its current policy or original text as part of the base price. Additional pages of the Corporation’s current policy or original text can be added, but the Corporation will be charged NEOLA’s hourly rate for processing set forth in Addendum A, Additional Charges.

If more than twenty-four hours of the Associate’s time are required for completion of this Implementation Plan, the Corporation will be billed the hourly rate for additional consultation set forth in Addendum A.

The Corporation will receive benefit of two Regular Updates as well as any Special Updates published during the period covered by those two updates, and these updated policies will be incorporated into the drafts as part of the base price of the Bylaws and Policy Development Service.

Step 4: The NEOLA Associate will ship the work product from Step 3 to NEOLA’s Coshocton office, and these materials will be processed as the First Draft of the Corporation’s new Board Bylaws and Policies Manual. NEOLA shall provide six copies of the First Draft (one for each Board member and one for the Superintendent, or eight copies if the Board has seven members). Additional copies of the First Draft are available at the cost set forth in Addendum A.

Step 5: The appropriate Corporation personnel shall review the First Draft. The Corporation shall note any text that is to be added on the appropriate page in the First Draft and/or shall line out any text to be deleted. The Corporation shall return the First Draft, in its entirety, no later than four months from the date the First Draft was received by the Corporation, to NEOLA’s Coshocton office.

Step 6: Before processing, NEOLA will review this marked up copy of the First Draft and contact the Corporation’s representative to discuss the desired changes, if necessary. After this review, NEOLA will prepare a Proof Draft of the Corporation’s Board Bylaws and Policies Manual and return two copies to the Corporation for final review. Additional copies of the Proof Draft are available at the cost set forth in Addendum A.
Step 7: The appropriate Corporation personnel shall review the Proof Draft. If no additional revisions are needed, the Proof Draft should be formally adopted by the Board of Education.

However, if any additional revisions are deemed necessary, the Corporation shall note in the same manner as in Step 5 and return these revisions to NEOLA’s Coshocton office no later than four weeks from the date the Proof Draft was received by the Corporation. The Corporation need only return to NEOLA’s Coshocton office the individual policies of the Proof Draft for which additional revisions are deemed necessary.

In the event revision must be made to the Proof Draft, NEOLA shall prepare revised copies of the individual policies and return them to the Corporation. Upon receipt of the replacement policies that reflect these revisions, the revised Proof Draft should be formally adopted by the Board of Education.

Step 8: After Board adoption of the Proof Draft, the Corporation shall return one copy to NEOLA together with the date of adoption by the Board of Education. NEOLA will then prepare the Board Adopted Edition of the Bylaws and Policies. Up to ten copies of the adopted manual are included in the base price. NEOLA will return these manuals to the Corporation within four weeks of the date that the adopted copy is received in NEOLA’s Coshocton office.

2. Payment Options

In consideration for the License to the Board Adopted Edition of the Bylaws and Policies, NEOLA’s consultation, and other good and valuable consideration provided by NEOLA, the Corporation shall pay NEOLA

(Note: Choose one of the following options.)

( ) Option #1

$7,600.00, which is due and payable within thirty days of receipt of an invoice from NEOLA.

( ) Option #2

$7,850.00 according to the following schedule:

☐ 20% ($1,570.00) upon execution of this Agreement.
☐ 20% ($1,570.00) three (3) months after execution of this Agreement.
☐ 20% ($1,570.00) six (6) months after execution of this Agreement.
☐ 20% ($1,570.00) nine (9) months after execution of this Agreement.
☐ 20% ($1,570.00) twelve (12) months after execution of this Agreement.

(Note: End of options.)

The Corporation agrees to pay hourly rate for processing documents that is set forth in Addendum A, Additional Charges, and to process current policies and/or original
material requested by the Corporation that exceeds the twenty (20) pages that are included in the base price above.

Furthermore, the Corporation agrees to pay, when invoiced, 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 Corporation. These charges are set forth in Addendum A.

The undersigned acknowledge that this is an Addendum to a License Agreement with NEOLA, Inc. and by his/her signature, acknowledges his/her individual authority to bind the Board of Education to the duties and obligations defined herein.

Monroe County Community School Corporation

NEOLA, Inc.

__________________________
signature

Printed Name: ____________________________
Sandra E. Krueger

Title: ____________________________
Secretary/Chief Operating Officer

Date: ____________________________
Date: November 18, 2008

The following information is needed for our records. Please provide this information now, if possible.

Contact Person/Title ______________________________________________________

Telephone Number ______________________________________________________

His/Her E-Mail Address ____________________________________________________

Corporation Web Site Address ____________________________________________

Please note, this Agreement will be considered void if not executed by December 31, 2008.
Addendum C
Administrative Guidelines Development Service

1. Development

The Corporation Approved Edition of the Administrative Guidelines that is licensed to the Corporation will be developed as follows:

Step 1: The Superintendent shall designate a representative who will coordinate the Corporation's involvement under this Agreement. The Corporation shall notify NEOLA of this representative no later than four weeks from the effective date of the License Agreement or Board adoption of the Board Adopted Edition of the Bylaws and Policies, whichever is later. The Corporation's representative shall confer with a NEOLA Associate no later than eight weeks from the effective date of the License Agreement or Board adoption of the Board Adopted Edition of the Bylaws and Policies, whichever is later.

During this initial consultation, the Superintendent's representative and the NEOLA Associate shall do the following:

A. develop a timeline for the project;

B. identify the key administrative staff members who will participate in the sessions described in Step 3 below;

C. develop a tentative schedule of the sessions that will be facilitated by the NEOLA Associate; and

D. reduce the timeline and schedule to writing.

A NEOLA Associate will be available for up to twenty-four hours of consultation during the development process at no additional cost to the Corporation.

The schedule will provide for the work to be accomplished in up to five sessions. If more than five sessions are needed, or requested, then the Corporation will be billed for the Associate's travel time and expenses.

No later than this initial consultation, the Corporation shall provide its current guidelines, procedures, and/or regulations in hard copy and, if possible, an electronic copy in Microsoft Word for Windows, IBM compatible.

Step 2: The NEOLA Associate will submit the timeline and schedule to NEOLA's Stow Office for review (modification, if necessary) and approval. Upon notification from NEOLA that the timeline and schedule, or any modifications thereto, have been approved, the parties hereby agree that the approved timeline and
schedule shall be incorporated herein as Appendix A, and the terms thereof shall operate as terms and conditions herein.

Step 3: In accordance with the approved timeline, the designated staff members shall meet with the NEOLA Associate for the scheduled sessions.

NEOLA will provide copies of its templates for Administrative Guidelines for the Corporation’s consideration during this process. The NEOLA Associate will be available, as necessary, to consult with the appropriate administrators as they make selections from the Templates.

If the Corporation decides to include some Corporation-specific materials, as defined in Section VI – License, during this drafting, the NEOLA Associate will mark the material as “Corporation Specific” and forward the same to NEOLA for processing into the new manuals.

The Corporation may incorporate up to twenty pages of its current guidelines or original text as part of the base price. Additional pages of the Corporation’s current guidelines or original text can be added, but the Corporation will be charged NEOLA’s hourly rate for processing set forth in Addendum A, Additional Charges.

If more than twenty-four hours of the Associate’s time are required for completion of this Implementation Plan, the Corporation will be billed the hourly rate for additional consultation set forth in Addendum A.

Step 4: The NEOLA Associate will ship the work product from Step 3 to NEOLA’s Coshocton office, and NEOLA will prepare a draft of the Administrative Guidelines within ten weeks from the date that the work product was received by NEOLA. NEOLA shall provide two copies of this draft to the Corporation. Additional copies will be available at a cost as set forth in Addendum A.

Step 5: The Corporation shall note any revisions, additions, or deletions that are deemed necessary on one copy of the Draft and return the same to NEOLA’s Coshocton office in its entirety.

Step 6: Before processing, NEOLA will review this marked up copy of the draft and contact the Superintendent’s designated representative to discuss any desired changes, if necessary.

Step 7: NEOLA will then prepare the Corporation Approved Edition of the Administrative Guidelines, and will return one master copy to the Corporation.

2. 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 Corporation.
3. Payment Options

In consideration for the License to the Board Adopted Edition of the Administrative Guidelines, NEOLA's consultation, and other good and valuable consideration provided by NEOLA, the Corporation shall pay NEOLA

(Note: Choose one of the following options.)

() Option #1

$7,600.00, which is due and payable within thirty days of receipt of an invoice from NEOLA.

() Option #2

$7,850.00 according to the following schedule:

☐ 20% ($1,570.00) upon execution of this Agreement.
☐ 20% ($1,570.00) three (3) months after execution of this Agreement.
☐ 20% ($1,570.00) six (6) months after execution of this Agreement.
☐ 20% ($1,570.00) nine (9) months after execution of this Agreement.
☐ 20% ($1,570.00) twelve (12) months after execution of this Agreement

(Note: End of options.)

If the Corporation signs this License Agreement for Administrative Guidelines Development Service at the same time as the License Agreement for Bylaws and Policies Development Service and payment Option #1 is selected, then the payment listed in Option #1 in this Addendum will become due one year after the invoice for the Bylaws and Policies Development Service was issued. If the Corporation signs this License Agreement for Administrative Guidelines Development Service at the same time as the License Agreement for Bylaws and Policies Development Service and payment Option #2 is selected, then the payments listed in Option #2 in this Addendum will become due three months after the last invoice for the Bylaws and Policies Development Service was issued, unless the Corporation requests to be invoiced sooner.

The Corporation agrees to pay hourly rate for processing documents that is set forth in Addendum A, and to process current guidelines, procedures, and/or original material requested by the Corporation that exceeds the twenty pages that are included in the base price above.

Furthermore, the Corporation agrees to pay, when invoiced, 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 Corporation. These charges are set forth in Addendum A.
The undersigned acknowledge that this is an Addendum to a License Agreement with NEOLA, Inc. and by his/her signature, acknowledges his/her individual authority to bind the Board of Education to the duties and obligations defined herein.

Monroe County Community School Corporation

__________
signature

Printed Name: ____________________________

Title: ________________________________

Date: ________________________________

NEOLA, Inc.

Signature

Sandra E. Krueger
Secretary/Chief Operating Officer

Date: November 18, 2008

Please note, this Agreement will be considered void if not executed by December 31, 2008.
Addendum D
Electronic Publishing Service

The electronic publishing of NEOLA’s materials that are licensed to the Corporation, as set forth below, will be completed within five weeks of NEOLA’s receipt, in their Stow office, of:

A. written notification of the Board’s adoption of the Board Adopted Bylaws and Policies Manual and, if applicable, written notification of the Superintendent’s approval of the Corporation Approved Administrative Guidelines;
B. this Addendum, and
C. the Corporation’s written authorization to proceed.

1. Service

Step 1: As authorized to do so by the Corporation, NEOLA will create a web site and format and upload the NEOLA materials licensed to the Corporation to the web site.

Step 2: Upon completion of Step 1, NEOLA will notify the Corporation, in writing, that their NEOLA web site URL has been posted on the internet, and that the Corporation has the option of password protecting their NEOLA web site. A range of password options will be available for selection.

Despite the option of password protecting the web site, NEOLA does not recommend password protecting this public information.

Step 3: Upon receiving the notification set forth in Step 2, the Corporation must submit a written request to NEOLA if the Corporation intends to have password protection.

Upon receipt of such written notice from the Corporation, NEOLA will complete the programming to password protect the web site within two weeks of receipt of the notice.

Step 4: A designated NEOLA Associate will provide an orientation program to acquaint personnel designated by the Corporation with the use of the web site.

Step 5: In accordance with the Update Service, NEOLA will post Finalized Versions of revisions to NEOLA materials licensed to the Corporation.

When the Board Adopted Edition of the Bylaws and Policies has been posted on-line, NEOLA will provide only two printed copies of the updated documents for the Corporation’s two master copies of the Board Adopted Edition of the Bylaws and Policies. If the Corporation chooses to maintain more than two hard copies of this manual, the Corporation must notify NEOLA of the number of additional copies of the
updated documents that are desired. These additional copies of the updated
documents will be invoiced at the copy charge set forth in Addendum A, Additional
Charges.

If the Corporation is a guidelines client or becomes a guidelines client, when the
Corporation Approved Edition of the Administrative Guidelines has been posted on-
line, NEOLA will continue to provide one printed copy of the updated documents for the
Corporation’s master copy of the Corporation Approved Edition of the Administrative
Guidelines. If the Corporation chooses to maintain more than one hard copy of this
manual, the Corporation must notify NEOLA of the number of additional copies of the
updated documents that are desired. These additional copies of the updated
documents will be invoiced at the copy charge set forth in Addendum A.

The Corporation’s NEOLA web site will be hosted on multiple servers, and all changes
to the Corporation’s documents on that web site will be made by NEOLA personnel. NEOLA retains all proprietary rights associated with the electronic publishing of the
Corporation’s documents.

NEOLA’s obligation to electronically publish the materials licensed from NEOLA is
subject to the Corporation maintaining its subscription to the Update Service and
paying the annual electronic maintenance fee. NEOLA reserves the right to and may
cease electronic publication of the licensed materials if the Corporation fails to
maintain its subscription to the Update Service or fails to pay the annual maintenance
fee.

2. Payment Options

The fees due and payable to NEOLA for the work described herein are four thousand
dollars ($4,000.00) and the Corporation agrees to pay

- $2,000.00 when the Corporation is notified of the URL for its web site,
  and
- $2,000.00 one year after the Corporation is notified of the URL for its
  web site

or the entire amount may be paid at the time of the initial billing.

The Corporation must pay the current maintenance fee for its NEOLA web site
commencing with the first anniversary of the date that the Corporation’s documents
are electronically published by NEOLA and annually thereafter. On the first
anniversary, the invoice amount will be prorated to August. Subsequent invoicing for
this annual maintenance fee will be in August.

Furthermore, the Corporation agrees to pay, when invoiced, 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 Corporation. These
charges are set forth in Addendum A.
The undersigned acknowledge that this is an Addendum to a License Agreement with NEOLA, Inc. and by his/her signature, acknowledges his/her individual authority to bind the Board of Education to the duties and obligations defined herein.

Monroe County Community School Corporation

______________________________
signature

Printed Name:____________________
Title:__________________________
Date:__________________________

NEOLA, Inc.

______________________________
signature

Sandra E. Krueger
Secretary/Chief Operating Officer
Date: November 18, 2008

Please note, this Agreement will be considered void if not executed by December 31, 2008.