

License Agreement with Neola, Inc.

I. Parties

This is an agreement (Agreement) between Neola, Inc. (Neola) and The School Board of Sarasota County, Florida (District).

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 Procedures and Forms, and
- C. Templates for Updates to the Board Bylaws and Policies and Administrative Procedures 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 Procedures and Forms, which are referred to as Superintendent-Approved Editions of the Administrative Procedures. 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 Procedures and Forms. As used in this agreement, the Board-Adopted Editions of the Bylaws and Policies, the Superintendent-Approved Editions of the Administrative Procedures, 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 Procedures that result from Neola’s Update Service or the District’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 District for the District'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.

III. District Intentions and Commitments

The District 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 Procedures 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 Procedures that will be created as set forth in Addendum C and have Neola digitally publish the same as set forth in Addendum C.

The District 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 District acknowledges a need to keep the Licensed Materials current and therefore the District desires to renew the Update Service as provided in this Agreement.

The District 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 District 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 District also desires to access the Licensed Materials through Neola's designated web-based portal. The District further acknowledges that in order to maintain the digital publishing of the Licensed Materials, the District 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 District hereby purchases a license to the Licensed Materials as set forth herein and subscribes to Neola's Update Service as set forth herein. The District 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 District 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 District will gain the benefit of four (4) Updates, as set forth in Addendum C, at no additional cost to the District.

IV. Policy and Procedure Development and Update Service

- A. Development Services - In consideration for the District'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 District's desires stated above:
1. Neola and the District 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 District 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
 2. Neola and the District shall, according to the protocol set forth in Addendum B, develop a modified version of Neola's Templates for Administrative Procedures, which modified version will be licensed to the District as provided below. Neola shall, according to the protocol set forth in Addendum B, digitally publish this Superintendent-Approved Edition of the Administrative Procedures and Forms.
- B. Update Service - In consideration for the District'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 District's desires stated above, and to the extent that Neola prepares Update Templates, Neola and the District 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 Procedures based upon the Update Templates, which updated version will be licensed to the District 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 Procedures and Forms.

V. License

Neola hereby grants the District a personal, non-exclusive, non-transferable perpetual license to the District's Board-Adopted Editions of the Bylaws and Policies and Superintendent-Approved Editions of the Administrative Procedures, 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 District's intentions as set forth in *Section III – District Intentions and Commitments* above.

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

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 Procedures, 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 Procedures 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 District. 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 Procedures 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 Procedures 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 District collaborates in the creation of any work under this Agreement, the District hereby agrees to assign its rights therein to Neola except as provided below with respect to District-Specific Materials (District-Specific Materials).

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

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

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

Should Neola choose to use District-Specific Materials for purposes outside this Agreement, the District 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 District, 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.

VI. Limitations and Prohibitions

A. Copying

The District is hereby granted permission to make and distribute paper copies of the Templates, the Board-Adopted Edition of the Bylaws and Policies, the Superintendent-Approved Edition of the Administrative Procedures and Forms, and any intermediary drafts leading thereto, so long as the copies are made for use by the District, 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 copying should be made in writing to Neola in a timely manner.

B. No Transferring

The District is prohibited from assigning, licensing, sub-licensing, or otherwise transferring this license in whole or part. Furthermore, the District 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 Procedures and Forms, and all intermediary drafts leading thereto.

C. Copyright Marking

The District 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 Procedures and/or Forms.

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

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

Except in the event of a breach by the District, but the District nonetheless elects to terminate this Agreement, and so long as the District completes its payment obligations under this Agreement, then the District 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 District, and so long as the District has made payment for any Finalized Version of revisions obtained under the Update Service, then the District 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 District. If Neola elects to terminate this Agreement during the Update Service, then the District 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 District 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 District is terminated for any of the reasons described in this section, the District 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 Procedures and/or Forms so that the District's use is consistent with the terms and conditions set forth herein.

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

Pursuant to Florida law, if this Agreement is terminated as set forth in this Agreement, Neola will provide the District 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 District has digitally published their Board Bylaws and Policies, Administrative Procedures, and Forms through Neola, Neola will not be obligated to support the District's digital access to any materials in the event the District terminates this Agreement.

VIII. Defenses

Neola agrees to provide legal assistance or consultation to the District, its officers, and employees so that the District, 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 District, 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 District 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.

Neola shall be 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 District's Board-Adopted Edition of the Bylaws and Policies and Superintendent-Approved Edition of the Administrative Procedures.

The District 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.

IX. Limited Liability and Hold Harmless

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

- A. the District'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 District'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 District's, its officers', and employees' decision to make substantive changes or revisions to the licensed materials, that is, create District-Specific Materials.

Although not obligated, Neola may recommend that the District seek its own legal review of any District-Specific Materials. Whether or not the recommendation is made, the District, 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 District, its officers, and employees shall not submit for publication by Neola any materials, including District-Specific Materials, that the District does not have the right and/or permission to publish.

Neola shall indemnify and hold the District 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 District's Board-Adopted Edition of the Bylaws and Policies or the Superintendent-Approved Edition of the Administrative Procedures. The District 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 District and subsequently incorporated into the District's version of a Neola template, even though it was determined that the content contributed by the District 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 \$1,000,000.00 limit of liability. The Neola Associates designated to work with the District, as well as the Corporate staff who may work with the District 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 District. Neola shall provide the District with a certificate evidencing such insurance coverage. Further, Neola agrees to notify the District within seven (7) business days of any material change in the insurance coverage required to be maintained by Neola.

Neola agrees to secure and maintain at all times during the term of this agreement, at Neola's expense, Workers' Compensation Insurance for all employees of Neola as required by Florida Statutes.

XII. Commercial Non-Discrimination

Neola shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, suppliers, or commercial customers. Neola shall provide equal opportunity for subcontractors to participate in all of its public sector and private sector subcontracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace, such as those specified in current District policy. Neola understands and agrees that violation of this clause could be considered a material breach of contract and may result in contract termination, debarment, or other sanctions.

XIII. Public Records

Pursuant to section F.S.119.0701, Neola agrees to keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service; provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of Neola upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored digitally must be provided to the District in a format that is compatible with the information technology systems of the District.

If Neola has questions regarding the application of Chapter 119, Florida Statutes, to Neola's duty to provide public records relating to this contract, Neola, Inc. Shall contact the Custodian of Records at:

Kelly Romano
Public Records Custodian
Sarasota County Schools
1960 Landings Boulevard
Sarasota, Florida 34231
publicrecordrequest@sarasotacounty schools.net
941-486-2166

XIV. Additional Terms and Conditions

A. Inspector General Audits

In the event the District is subjected to an inspection, review, investigation or audit by the Florida Office of the Inspector General or by any other Florida official with proper authority, Neola will work with the District to provide the District with any non-confidential, non-privileged information in Neola's possession related to its services under this Agreement.

B. Representations & Warranties

Neola represents and warrants to District under this Agreement that:

1. Neola is not aware of any other contract, agreement, business relationship or another arrangement that would preclude it from entering into, or from fully performing, the services required under this Agreement;
2. Neola affirms and certifies that none of Neola's employees or officers have ever had their professional license or certification in the State of Florida, or of any other jurisdiction, either denied, suspended, revoked, terminated or voluntarily relinquished under threat of disciplinary action, or restricted in any way;
3. Neola affirms and certifies that it has not been convicted of a public entity crime as provided in § 287.133, Fla. Stats. (2017); and

4. Neola affirms that it will comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority over its business activities. Neola shall further comply with 8 C.F. R. § 274a. of the Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination.

C. Jessica Lunsford Act

The State of Florida's Jessica Lunsford Act requires all individuals who are permitted access on school grounds when students are present, individuals who may have direct contact with children or any student of District, or who may have access to or control of school funds must be fingerprinted, and background checked. Neola shall require that all individuals in Neola's organization in any such category submit to a level 2 FDLE background check and FBI screening, including fingerprinting, at the sole cost of the Neola. If background screening is required by the Scope of Work provided under this Agreement, Neola shall not provide any services until District provides Neola with notice of clearance and issues official School District badges. All Neola's employees must register as a visitor before entering District property and properly display their School District badges. Consistent with the indemnification language contained in this Agreement, Neola reaffirms that it will indemnify and hold harmless District, its officers, agents, and employees from any liability in the form of physical injury, death, or property damage resulting from the Neola's failure to comply with the requirements of this paragraph or §§ 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468, Fla. Stats. (2017).

D. E-Verify

In accordance with Executive Order 11-116, Neola shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Neola shall also require all subcontractors, if any, performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.

E. Force Majeure

Neither party are obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event will a lack of funds on the part of either party be deemed Force Majeure.

E. Notices

All notices, requests, consents and other communications required or permitted under this Agreement must be in writing and hand delivered by messenger or courier service; faxed; emailed; or mailed by Registered or Certified Mail (postage prepaid), Return Receipt Requested, addressed to:

AS TO DISTRICT:

Dr. Brennan Asplen
Superintendent
Sarasota County School District
1960 Landings Boulevard
Sarasota, Florida 34231
brennan.asplen@sarasotacountyschools.net
941-927-9000 x31151

WITH COPY TO:

Kathy Tomkins
Administrative Assistant to School Board Members
Sarasota County School District
1960 Landings Boulevard
Sarasota, Florida 34231
kathy.tomkins@sarasotacountyschools.net
941-927-9000 x31147

AS TO NEOLA:

Sandra Zirke, Corporate Secretary
Neola, Incorporated
3914 Clock Pointe Trail, Suite 103
Stow, OH 44224
Email: szirke@neola.com
Phone: (330) 926-0514
Fax Number: (330) 926-0525

or to such other address(es) as the parties may mutually designate by notice complying with the terms of this Agreement. Each such notice will be deemed delivered:

1. On the date delivered, if by personal delivery,
2. On the date faxed or emailed, if by facsimile or email, and
3. On the date upon which the Return Receipt is signed, or delivery is refused, or the notice is designated by the postal authorities as not delivered if mailed to the proper address.

XV. General

This Agreement is interpreted under Florida 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 District.

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 District. No officer, agent, or employee of Neola or the District 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 District 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 District, 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. This District 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.

XVI. 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.

Sarasota County School District

Neola, Inc.

signature

signature

Printed Name: _____

Amanda J. Clapp, Esquire

Title: _____

President

Date: _____

_____, 2022

Please note, this Agreement will be considered void if not executed by April 30, 2022

Approved for Legal Content
January 10, 2022 by
Shumaker, Loop & Kendrick, LLP
Attorneys for The School Board
of Sarasota County, Florida
Signed: MRM

Addendum A

Additional Charges

The District 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 Procedures Development Service, and/or the Update Subscription | \$165.00 per hour
per associate, plus
travel time, mileage
and expenses |
| C. | Hourly rate for any additional processing by Production Office as required during the Bylaws and Policy Development Service, Administrative Procedures Development Service, and/or in conjunction with the Update Subscription | \$ 36.00 per hour |
| D. | Per page cost for copying any materials requested by the District | \$ 0.10 per page |
| E. | Additional per unit cost for D above if provided in a notebook with tabs | \$ 20.00 per binder |
| F. | Shipping and handling | \$ 8.00
per shipment
plus actual
UPS charges |
| G. | Mileage | current IRS rate |
| H. | Hourly rate for travel per Associate | \$ 25.00 per hour |
| I. | Meals – Breakfast (if required to leave before 6:00 a.m.) | \$ 10.00 per person |
| | Lunch | \$ 18.00 per person |
| | Dinner (if travel extends beyond 8:00 p.m.) | \$ 32.00 per person |
| J. | Annual service fee for digital publishing | \$750.00 per year |

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

These prices are effective as of July 1, 2021.

Addendum B

Bylaws and Policies Development Service ***Administrative Procedures Development Service***

I. General

Modified versions of Neola's Templates for Bylaws and Policies and modified versions of Neola's Administrative Procedures will be developed as part of respective Development Processes, which are set forth below. The Bylaws and Policies developed as part of the process described in *V – The Bylaws and Policies Drafting Process* below will be presented to the Board for adoption and the Administrative Procedures developed as part of the process described in *VI – The Administrative Procedures Drafting Process* below 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 District's Primary Contact

The District's Primary Contact (Primary Contact) is identified in Addendum D.

The Neola Associates who may participate in the drafting process with the District during the Development Services include Mr. Thomas Young, III, Esquire, Mr. Thomas Wittmer, Esquire, Mrs. Frances St. James, Mrs. Annette Martinson, Mr. Patrick Corbett, and/or Ms. Amanda J. Clapp, Esquire.

III. Face-to-Face Consultation

Neola will provide up to eighty (80) hours of face-to-face consultation time during which the designated Associates will work with drafting teams (which are District staff members designated by the Primary Contact to consider the templates for specific sections of the bylaws and policies and/or the administrative procedures) during work sessions where modified versions of the bylaws and policies and administrative procedures 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 eighty (80) hours of consultation time. Two (2) Associates will also be present during the Administrative Procedures Drafting Process. It will be the District's decision to determine how the eighty (80) hours of consultation shall be allocated between *V – The Bylaws and Policies Drafting Process* and *VI – The Administrative Procedures Drafting Process*.

If the District 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 eighty (80) total hours of consultation time.

Furthermore, if more than eighty (80) hours of consultation time are required to complete the Bylaws and Policies and the Administrative Procedures and any District-specific materials, as set forth in or that are developed during the work described in *V – The Bylaws and Policies Drafting Process* and *VI – The Administrative Procedures Drafting Process* in this addendum, the District 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 one hundred fifty (150) hours of processing time so that the modified versions of the bylaws and policies and administrative procedures can be processed by Neola's production staff. If more than one hundred fifty (150) hours is required to process the modified versions of the Bylaws and Policies, the Administrative Procedures, and District-specific materials, as described in *V - License of the License Agreement* or that are developed during the drafting processes described in *V – The Bylaws and Policies Drafting Process* and *VI – The Administrative Procedures Drafting Process* in this addendum, the District will be billed the hourly rate for additional processing time as set forth in Addendum A.

V. The Bylaws and Policies Drafting Process

The Board Approved Edition of the Bylaws and Policies will be developed as follows:

Step 1: Designating Contacts

When executing this agreement, the District shall designate as the Primary Contact a staff member who will coordinate the District'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.

On Addendum D, the District shall provide contact information for the District's IT Staff Member who is authorized to work with Neola and BoardDocs IT staff to optimize the connection for working on Neola's materials on the BoardDocs platform.

Further, on Addendum D the District will provide contact information for the staff member who is authorized to be the Super Publisher on the District's BoardDocs site.

Step 2: Setting up BoardDocs Policy Platform

- A. Neola will establish a BoardDocs console for the District and load the Neola licensed Templates to the console for use during the Board Bylaws and Policies drafting process.
- B. Training will be provided for the District's Super Publisher on how to use the BoardDocs site.
- C. The Primary Contact shall designate District 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 Super Publisher will create BoardDocs user accounts for each staff member so designated.

Step 3: Planning the Drafting Project

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

During this initial consultation, the District'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 District staff will be involved in the sessions described in Step 5 below;
- C. identify the District staff members who will participate in the orientation session described in Step 4 below;
- 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 District will be notified when Neola has saved material on the BoardDocs site, and the email address the District will use to notify Neola when marked-up materials have been saved on the BoardDocs 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.

Step 4: 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 BoardDocs site.

Step 5: Preparing the *First Draft* of the Bylaws and Policies

The Neola templates will be made available in the appropriate folder on the District's BoardDocs site.

The designated staff members shall review the Neola templates before their scheduled sessions; make tentative choices provided in those templates and save their work on the BoardDocs site.

The designated staff members shall meet with the Neola Associates for the scheduled sessions so that the choices that were selected from Neola's templates can be reviewed and a draft finalized.

If the designated staff have not reviewed the Neola templates before their scheduled session, made the tentative choices provided in those templates, and saved their work on the BoardDocs site, the District may contact the Neola Associates to re-schedule the session (subject to potential penalties listed further in this Step). If the designated staff have not done their homework, but decides to have the session, the District recognizes that, in all likelihood, it will take longer to complete the necessary work.

The schedule will also include up to five (5) four (4)-hour Board workshops so that the Board can review the policy recommendations of the staff, ask questions of the staff who participated in the drafting process, and suggest revisions. These workshops shall be publicly noticed pursuant to the State law and will be facilitated by the designated Neola associates. The twenty (20) hours of Board workshops may be allocated as part of the eighty (80) consultation hours that have been allocated for the Development of Bylaws and Policies and Administrative Guidelines or the District may be billed at the hourly rate for additional face-to-face consultation time set forth in Addendum A.

The drafting schedule will provide for the work to be accomplished in six (6)-hour face-to-face sessions. If virtual sessions shall be utilized for any reason, the work sessions shall be at a minimum, three (3) hours in length. The orientation meeting will not be counted toward the eighty (80) hours of consultation.

When the agreed-upon work sessions begin, if a scheduled work session is cancelled or rescheduled by the District less than five (5) business days before the date of that session, Neola reserves the right to charge the District for six (6) hours at the hourly drafting rate for the cancelled session. Conversely, if Neola cancels or reschedules a work session less than five (5) days before the date of the scheduled session, Neola reserves the right to add an additional six (6) hours of face-to-face consulting time. If a scheduled work session is cancelled or rescheduled more than five (5) business days before the date of the session, there will be no cancellation charge or award of additional hours.

As part of the fee paid for the Bylaws and Policies Development Service and the Administrative Procedures Development Service, the District will receive benefit of the first three (3) Regular Updates that are published after the work on policy development described in Step 5 above begins, as well as any Special Updates published during the period covered by those three (3) updates. As part of the cost of the Bylaws and Policies Development Service and the Administrative Procedures Development Service, these updated policies will either be incorporated into the drafts if the policy development phase has not concluded. However, if the policy development phase has concluded and the Board has adopted the Bylaws and Policies, the updates will be provided in the manner described in Addendum A of the License Agreement.

Step 6: Submitting the *First Draft* to Neola

After Neola's Board Bylaws and Policies Templates for Sections 0000 through 9000 have been marked-up according to Neola's protocols and saved into the appropriate folder on BoardDocs, the Primary Contact will notify Neola by email.

Step 7: Processing the *First Draft*

Upon receiving notice by email from the Primary Contact that Neola's Board Bylaws and Policies Templates for Sections 0000 through 9000 have been marked-up according to Neola's protocols and saved into the appropriate folder on BoardDocs, Neola shall access the marked-up files on the District's BoardDocs site, prepare a *First Draft* of the marked-up material by cleaning up the documents, place the *First Draft* back onto the District BoardDocs site in the appropriate folder, and notify the Primary Contact by email.

Step 8: Reviewing the *First Draft by the District*

Upon receiving notice by email from Neola that the *First Draft* has been saved into the appropriate folder on BoardDocs, the *First Draft* should be reviewed by the appropriate District personnel for accuracy and, if necessary, additional edits should be made.

If the District prefers to review the material in the *First Draft* in hard copy, the District may print those hard copies from their BoardDocs site. If requested by the District, Neola will produce hard copy of this material at the cost set forth in Addendum A.

If additional revisions are made during the review by the drafting teams, the additional edits shall be marked using Neola's protocols, and only the revised Bylaws and Policies should be saved in the appropriate folder on the BoardDocs site.

After saving the revised material, the District will notify Neola by email of the same.

If it is determined that no additional revisions to the *First Draft* are needed, the *First Draft* will be moved into the appropriate folder on BoardDocs for review by the Board. The process should proceed to Step 11.

Step 9: Processing Edits to the *First Draft*

Upon receiving notice by email from the District that additional edits to the *First Draft* have been made, according to Neola's protocols, and saved to the appropriate folder on BoardDocs, Neola shall access on the District's BoardDocs site the marked-up files that reflect the Edits to bylaws and policies in the *First Draft*, prepare a *Second Draft* of the marked-up material by cleaning up the bylaws and policies that were edited and adding them to the material from the *First Draft* that did not need further edits, place the *Second Draft* back onto the District BoardDocs site in the appropriate folder, and notify the Primary Contact by email.

Step 10: Reviewing the *Second Draft* by the District

The *Second Draft* that has been saved on BoardDocs should be reviewed by appropriate District personnel for accuracy.

If it is determined that all edits to the *First Draft* have been made accurately, the *Second Draft* will be moved into the appropriate folder on BoardDocs to be reviewed by the Board.

Step 11: Reviewing the *First* or *Second Draft* with the Board

The appropriate draft will be reviewed with the Board at a publicly-noticed meeting. This review should be facilitated by the Superintendent or the Primary Contact. This review may be facilitated by the District's designated Neola Associate if enough face-to-face consultation time remains, or if the District chooses to pay for additional face-to-face consultation time for this purpose.

If it is determined that no additional revisions are needed, the draft that was reviewed by the Board will be moved into the appropriate folder on BoardDocs, and the process should proceed to Step 13.

If additional revisions are made during the Board review, the District shall note the additional edits by marking-up the Templates according to Neola's protocols, and only these revised policies should be saved in the appropriate folder on the BoardDocs site.

After saving this material, the District will notify Neola by an email.

Step 12: Processing Board Edits into the *Final Draft*

Upon notification by email that the materials in the appropriate folder on the BoardDocs site are ready to be processed into a *Final Draft*, Neola will prepare a *Final Draft* of the District's Board Bylaws and Policies that reflects the most current version of each policy. That *Final Draft* will be saved in the appropriate folder on the District's BoardDocs site, and Neola will notify the Primary Contact by email of the same.

Step 13: Board Adoption of the *Final Draft*

Upon notification by email that the *Final Draft* has been moved to the appropriate folder on the District's BoardDocs site, a recommendation to adopt the Bylaws and Policies should be placed on the agenda at a publically-noticed meeting of the Board.

Step 14: Notifying Neola of Board Adoption of the Bylaws and Policies

After the Board takes formal action to adopt the Board Bylaws and Policies, the District shall notify Neola's Production Office by email of the date of adoption by the Board of Education.

Step 15: Publishing the Board-adopted Edition of the Bylaws and Policies

Once notified of the date of adoption, Neola will then publish the Board-adopted Edition of the Board Bylaws and Policies on the District's BoardDocs site. Neola will notify the Primary Contact by email when the adopted policies have been published.

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

Neola's obligation to digitally publish the materials licensed from Neola is subject to the District 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 District fails to maintain its subscription to the Update Service or fails to pay the annual service fee.

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

VI. The Administrative Procedures Drafting Process

Upon completion of the Bylaws and Policies development process described in V above, the Superintendent-Approved Edition of the Administrative Procedures that is licensed to the District will be developed as follows:

Step 1: Planning the Drafting Project

No later than eight weeks from the adoption date of the District's Board Bylaws and Policies, the Primary Contact shall meet and confer with the designated Neola Associates about the development of the Administrative Procedures.

During this initial consultation, the Primary Contact and the Neola Associate shall do the following:

- A. develop a timeline for the project;
- B. identify the District staff members who will participate in the sessions described in Step 2 below;
- C. develop a tentative schedule of the sessions that will be facilitated by the Neola Associate;
- D. confirm that the information from Addendum D is still accurate; and
- E. confirm that the email addresses at which the District will be notified when Neola has saved material on the BoardDocs site, and the email address the District will use to notify Neola when marked-up materials have been saved on the BoardDocs site are still accurate.

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

Step 2: Preparing the *First Draft* of the Administrative Procedures

The Neola templates will be made available in the appropriate folder on the District's BoardDocs site.

The drafting teams shall review the Neola Templates before their scheduled sessions, make tentative choices provided in those templates, and save their work in the appropriate folder on the BoardDocs site.

The drafting teams shall meet with the Neola Associate for the scheduled work sessions so that the choices that were selected from Neola's Templates for Administrative Procedures can be reviewed and a draft finalized.

If the drafting teams have not reviewed the Neola Templates before their scheduled session, made the tentative choices provided in those templates, and saved their work on the BoardDocs site, the Primary Contact may contact the Neola associate to re-schedule the session (subject to potential penalties outlined herein). If the drafting team has not done the homework, but decide to have the session, the District recognizes that, in all likelihood, it will take longer to complete the necessary work.

The designated Neola Associates will be available for the face-to-face consultation hours that are remaining from the time used for the development of the Board Bylaws and Policies for the development process of the Administrative Procedures. If additional face-to-face consultation hours are required to complete the development process for the Administrative Procedures, then the District will be billed for the additional face-to-face consultation at the hourly rate for the additional consultation set forth in Addendum A.

When the agreed-upon work sessions begin, if a scheduled work session is cancelled or rescheduled by the District less than five (5) business days before the date of that session, Neola reserves the right to charge the District for six (6) hours at the hourly drafting rate for the cancelled session. Conversely, if Neola cancels or reschedules a work session less than five (5) days before the date of the scheduled session, Neola reserves the right to add an additional six (6) hours of face-to-face consulting time. If a scheduled work session is cancelled or rescheduled more than five (5) business days before the date of the session, there will be no cancellation charge or award of additional hours.

Step 3: *Submitting the First Draft to Neola*

After Neola's Administrative Procedures Templates for Sections 1000 through 9000 have been marked-up according to Neola's protocols and saved into the appropriate folder on BoardDocs, the Primary Contact will notify Neola by email.

Step 4: Processing the *First Draft* for the District

Upon receiving notice from the Primary Contact by email that Neola's Templates for Administrative Procedures for Sections 1000 through 9000 have been marked-up according to Neola's protocols, and saved in the appropriate folder on the BoardDocs site, Neola shall access the marked-up files on the District's BoardDocs site, prepare a *First Draft* of the marked-up material by cleaning up the documents, place the *First Draft* back onto the District BoardDocs site in the appropriate folder, and notify the District by email.

Step 5: Reviewing the *First Draft* by the District

Upon receiving notice by email from Neola that the *First Draft* has been saved into the appropriate folder on BoardDocs, the *First Draft* should be reviewed by the appropriate drafting teams for accuracy and, if necessary, additional edits should be made.

If the District prefers to review the material in the *First Draft* in hard copy, the District may print those hard copies from their BoardDocs site. If requested by the District, Neola will produce hard copy of this material at the cost set forth in Addendum A.

If additional revisions are made during the review by the drafting teams, the additional edits shall be marked using Neola's protocols, and only the revised Administrative Procedures should be saved in the appropriate folder on the BoardDocs site.

After saving the revised material, the District will notify Neola by email of the same.

If it is determined that no additional revisions are needed, the draft in the *First Draft AP – Clean* section on the District's BoardDocs site should be recommended to the Superintendent for approval.

After District approval of the material in the *First Draft AP Clean* section on the District's BoardDocs site, the District shall notify Neola's Production Office of the date of approval.

Step 6: Processing the *Final Draft*

Upon notification that the materials from the District's BoardDocs site are ready to be processed, Neola will prepare a *Final Draft* of the District's Administrative Procedures that reflects the most current version of each guideline. That *Final Draft* will be saved in the appropriate folder on the District's BoardDocs site, and Neola will notify the Primary Contact by email.

Step 7: Notifying Neola of the Superintendent's Approval of the Administrative Procedures

Upon notification that the *Final Draft* of the Superintendent-Approved Administrative Procedures have been saved in the appropriate folder on the District's BoardDocs site, the Primary Contact shall recommend the approval of the Administrative Procedures to the Superintendent.

After the Superintendent approves the Administrative Procedures, the Primary Contact shall notify Neola's Production Office by email of the date of that approval.

Step 8: Publishing the Superintendent-Approved Edition of the Administrative Procedures

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

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

VII. Forms

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

If the District chooses to customize Neola's Template forms in any way, (e.g., add the district name and logo) or to substitute current District forms for selected Neola Template forms, the cost incurred by the District shall be for the time required to process these changes and/or format the current District 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 Procedures, Neola's Forms Templates, Digital Publishing of the Licensed Materials, Neola's consultation, and other good and valuable consideration provided by Neola, the District shall pay Neola fifty-seven thousand two-hundred seventy-five dollars (\$57,275.00), according to the following schedule:

- ☐ \$7,275.00 three (3) months after execution of this Agreement.
- ☐ \$7,275.00 six (6) months after execution of this Agreement.
- ☐ \$7,225.00 nine (9) months after execution of this Agreement.
- ☐ \$7,100.00 twelve (12) months after execution of this Agreement.
- ☐ \$7,100.00 fifteen (15) months after execution of this Agreement.
- ☐ \$7,100.00 eighteen (18) months after execution of this Agreement.
- ☐ \$7,100.00 twenty-one (21) months after execution of this Agreement.
- ☐ \$7,100.00 twenty-four (24) months after execution of this Agreement.

The District 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 District may dispute in good faith for reasons outlined in writing by District within ten (10) days after receiving such invoice. Invoices for fees or other compensation for services or expenses will be submitted to the District in detail sufficient for a proper pre-audit or post-audit thereof. If necessary, Neola will comply with F.S. 218.74(4) when assessing any service charge to any overdue amounts under this Agreement.

As noted above, the District 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 above in *V – The Bylaws and Policies Drafting Process* commences. The District's only cost associated with these three (3) Regular Updates will be reimbursement of the District'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.

The District 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 eighty (80) 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 District's Board-Adopted Edition of the Bylaws and Policies, the Superintendent-Approved Edition of the Administrative Procedures and the facilitation of Board Workshop Sessions.

The District 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 one hundred fifty (150) hours of processing that are included in the base price above is required to process the documents that comprise the District's Board-Adopted Edition of the Bylaws and Policies and the Superintendent-Approved Edition of the Administrative Procedures.

Additionally, the District 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 *V – The Bylaws and Policies Drafting Process* and *VI – The Administrative Procedures Drafting Process* in this addendum and for meetings scheduled to complete the work related the update service described in Addendum C.

The District also agrees to pay, when invoiced, for the expenses of Mr. Thomas Young, III, Esquire, Mr. Thomas Wittmer, Esquire, Mrs. Frances St. James, Mrs. Annette Martinson, Mr. Patrick Corbett, and/or Ms. Amanda J. Clapp, Esquire when they attend drafting or update sessions.

The District 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 *V – The Bylaws and Policies Drafting Process* above 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 District 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 District. These charges are set forth in Addendum A.

If Neola receives funds paid by District under this Agreement that are in excess of the amount invoiced, Neola will promptly notify District. Any excess funds must be refunded to District promptly, but in every such instance within thirty (30) calendar days. Excess funds paid by the District as the result of Neola's billing errors shall be refunded with interest calculated from the date of the erroneous payment or overpayment at the interest rate for judgments under F.S. 55.03, applicable at the time the erroneous payment or overpayment was made.

IX. Acknowledgement

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.

Sarasota County School District

Neola, Inc.

signature

signature

Printed Name: _____

Amanda J. Clapp, Esquire

Title: _____

President

Date: _____

_____, 2022

Please note, this Agreement will be considered void if not executed by April 30, 2022

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 District 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 District 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 District concerning Special Updates. If the District requests consultation regarding a Special Update, the District 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.

II. Neola Associate(s) and Primary Contact

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

Mr. Thomas Young, III, Esquire will be the Associate designated to meet with the Primary Contact and any staff members that are selected to be involved in the process.

III. Consultation Time

For any Regular Update, Neola will provide up to four (4) hours of preparation time and consultation time.

If more than four (4) hours of Associate time is required to complete any given update, then the District shall pay Neola for the additional Associate time according to the fees set forth in Addendum A.

IV. Updating Licensed Material

The Board-Adopted Edition of the Bylaws and Policies and Superintendent-Approved Edition of the Administrative Procedures will be updated as follows:

Step 1: Releasing an Update

Neola will notify the District by email when the Update Templates have been posted to the District's BoardDocs site. If the District chooses to maintain a printed copy of the Licensed Materials, the District may print the Update Templates from their BoardDocs site. At the District's request, Neola will produce a printed copy of the Update Templates at the cost set forth in Addendum A.

Step 2: Reviewing the Update Templates

The Primary Contact and the designated Neola associate will schedule a meeting at a mutually convenient time to discuss the Update Templates included in each Regular Update. The District should review all Edits that are included in the Update Templates before meeting with the Neola associate. The Primary Contact should also determine if any other District staff should participate in the review of the Edits that are being proposed by Neola in the Regular Update.

Step 3: Preparing Proposed Revisions for Board Consideration

Unless other arrangements have been made (e.g., Neola Select), the Primary Contact will merge the Edits that are included in the Update Templates into the corresponding digital copies of the District's Licensed Materials by using the appropriate editing functions (e.g., the "track changes tool", the "ordered lists tool", et cetera in BoardDocs). During, or after, the consultation with the Neola Associate, the Primary Contact and other staff at the discretion of the Primary Contact, will consider the Edits from the Regular Update and determine which will be recommended to the Board. The edited version of the applicable Licensed Materials will be saved in the designated location on the District's BoardDocs platform.

If, during this step, new materials are proposed in the Update Templates and the District chooses to recommend adoption or approval of these new materials, the Primary Contact, and other District staff as the Primary Contact deems appropriate, shall consider the new materials and make any required selections by using the appropriate editing functions (e.g., the "track changes tool", "ordered list tool", et cetera in BoardDocs). The edited version of these new materials will be saved in the designated location on the District's BoardDocs platform.

If the Update Templates include materials that the District has chosen not to adopt or approve previously, but the District chooses to recommend adoption or approval of these materials as a result of the Update, the Primary Contact, and other District staff as the Primary Contact deems appropriate, shall consider the material from the Update Templates and make any required selections by using the appropriate editing functions (e.g., the “track changes tool”, “ordered lists tool”, et cetera in BoardDocs). The edited versions of Templates that were previously not adopted or not approved will be saved in the designated location on the BoardDocs platform.

If, during this step, the District makes substantive revisions beyond those Edits noted in the Update Templates, the revisions shall be considered District-specific materials per Section V - License.

If requested, the Associate will provide feedback, if need be, regarding the updated materials. However, if the consultation time was used during the Associate’s review and the update meeting described in this step, the District will be invoiced for the additional consultation time at the rate set forth in Addendum A.

Step 4: Completing Step 3, If Necessary

In the event that Step 3 is not completed during the face-to-face consultation, the Primary Contact, and other District staff as the Primary Contact deems appropriate, will complete the process described in Step 3, and then save the updated materials within the designated location on the BoardDocs platform.

The Primary Contact should notify the Associate that the updated materials have been saved in the designated location within BoardDocs so that the Associate can review the updated materials prior to presentation for adoption or approval.

If requested, the Associate will provide feedback, if need be, regarding the updated materials. However, if the consultation time was used during the Associate’s review and the update meeting described in this step, the District will be invoiced for the additional consultation time at the rate set forth in Addendum A.

Step 5: Adopting or Approving Updated Licensed Material

The District must then seek appropriate adoption in the case of Bylaws and Policies, or the Superintendent’s approval in the case of Administrative Procedures, for the updated Licensed Materials.

Step 6: Notifying Neola

Upon obtaining the appropriate adoption or approval, the District must save the adopted or approved versions of the updated materials in the designated location on the BoardDocs platform, and then the Primary Contact shall email Neola’s Production Office to alert Neola of the adoption or approval of the materials and provide Neola of the date of the adoption of the updated Bylaws and Policies and/or the date of the approval of the updated Administrative Procedures.

Step 7: Publishing the Revised Licensed Material

Upon receiving notification required by Step 6, Neola will accept the Edits and make any necessary corrections to the formatting of the material, and then Neola will publish the updated Licensed Materials on the BoardDocs platform. Neola will also archive the previous version of the Licensed Materials, with appropriate date designations, and publish these retired materials through the appropriate mechanism within the BoardDocs web portal.

V. Costs and Payment Obligations for the Update Service

The cost of the Update Service is \$2,275. per Regular Update, or \$4,550.00. per year, as of the date that this License Agreement and its Addenda are to be executed. As noted herein, the fee for the Update Service may be increased at Neola's discretion with prior notice to the District as stipulated on Addendum A.

As indicated in Addenda B, the District will receive benefit of three (3) Regular Updates as part of the Development Services described in Addendum B. However for these three (3) updates, the District 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 four (4) 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 *V – The Bylaws and Policies Drafting Process* of Addendum B begins, Neola will invoice the District for the Update Service upon the release of each update in each subsequent year, and the District shall pay the invoice within forty-five (45) days of receipt.

If the District requests additional face-to-face consultation from the Associate for any Regular Update, or face-to-face consultation for any Special Update, then the District 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 four (4) hours of processing so that the updated Bylaws and Policies can be processed after Board adoption, and so that the updated Administrative Procedures can be processed after appropriate approval. If more than four (4) hours are required to process the respective updated Licensed Materials, the District shall pay Neola's hourly rate for processing as set forth in Addendum A for any additional processing time.

Furthermore, the District 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 District. The fees set forth in Addendum A.

Additionally, the District 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 four (4) 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.

Furthermore, the District 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 District. These charges are set forth in Addendum A.

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

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

VI. Termination of the Update Service

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

VII. Acknowledgment

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.

Sarasota County School District

Neola, Inc.

signature

signature

Printed Name: _____

Amanda J. Clapp, Esquire

Title: _____

President

Date: _____

_____, 2022

Please note, this Agreement will be considered void if not executed by April 30, 2022.

Addendum D

District Designees and Contact Information

1. Superintendent

Dr. Brennan Asplen

brennan.asplen@sarasotacountyschools.net

941-927-9000 ext. 31151

2. Primary Contact (Primary Contact)

The staff member named below 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 District staff, serving as the primary contact for the designated Neola Associate, and communicating with Neola's Production Office.

Dr. Brennan Asplen (Superintendent)

941-927-9000 x31151

brennan.asplen@sarasotacountyschools.net

3. Site Administrator (Super Publisher)

The staff member named below 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.

Kathy Tomkins

Administrative Assistant to School Board Members

941-927-9000 x31147

kathy.tomkins@sarasotacountyschools.net

4. IT Staff Member (IT Staff Member)

The staff member named below 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.

Joe Binswanger

Director of Information Technology

941-927-9000 x31350

joe.binswanger@sarasotacountyschools.net