



HELPING DISTRICTS SET DIRECTION THROUGH POLICY

Addendum E - 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 to 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 District's Primary Contact

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

The designated Neola Associate who will meet with the District concerning the updates will be _____.

III. Consultation Time

For any Regular Update, Neola will provide up to three (3) hours of consultation time, which Neola anticipates and recommends be allocated as follows:

- A. one (1) hour for Associate preparation and review, and
- B. two (2) hours for face-to-face consultation with the District.

If more than three (3) 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 Guidelines 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 District's 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 District's 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 District's 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 District's Primary Contact and District staff at the discretion of the Primary Contact, will consider the Edits from the Regular Update Templates 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 these previously unadopted or unapproved materials will be saved in the designated location on the BoardDocs platform.

If, during this step, the District makes substantive revisions beyond those Edits provide for in the Update Templates, the revisions shall be considered District-Specific Materials per *Section V – License* in the License Agreement.

If requested, the Associate will provide feedback, if need be, regarding the updated materials.

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 in 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.

Step 5: Adopting or Approving Updated Licensed Material

The District must then seek appropriate adoption in the case of Bylaws and Policies, or approval in the case of Administrative Guidelines, 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 District’s Primary Contact shall email to alert Neola of the adoption or approval of the materials and provide Neola the date of the adoption of the updated Bylaws and Policies and/or the date of the approval of the updated Administrative Guidelines.

Step 7: Publishing the Revised Licensed Material

Upon notification from the District's Primary Contact, 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 through the appropriate mechanism within the BoardDocs web portal. Neola will also archive the previous version of the Licensed Materials, with appropriate date designations, and publish the same 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 \$1,225.00 per Regular Update, \$2,450.00 per year, as of the date that this License Agreement and its Addenda are executed. As noted herein, the fee for the Update Service may be increased at Neola's discretion.

As indicated in Addenda B, the District will gain benefit of two (2) Regular Updates as part of the Development Services described in Addendum B. Beginning with the 3rd Regular Update published after the Bylaws and Policies development work described in Addendum B begins, Neola will invoice the District in June and December of each subsequent year for the Update Service, and the District shall pay the invoice within 30 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), 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 two (2) hours of processing so that the updated Bylaws and Policies can be processed after Board adoption, and two (2) hours of processing so that the updated Administrative Guidelines 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 30 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 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.

_____ School District

Neola, Inc.

signature

signature

Printed Name:_____

Title:_____

Date:_____

Date:_____

Please note, this Agreement will be considered void if not executed by _____.