



HELPING DISTRICTS SET DIRECTION THROUGH POLICY

25-01-22A10:36 RCVD

January 9, 2025

Dr. Tarrynce Robinson, Superintendent
West Allis-West Milwaukee School District
9333 West Lincoln Avenue
West Allis, Wisconsin 53227

Dear Dr. Robinson:

Enclosed are two copies of the License Agreement for Administrative Guidelines Development Service that Neola Associate Richard Zimman asked to have sent to you.

Should your Board approve, please sign both copies of the agreement in each of the places indicated on pages 9, 17 and 23, keeping one copy for your files, and returning one copy to this office. Please also initial and date on pages where so marked.

On the *Selection of Services and Price Options*, page 18, please be sure to sign, initial and date as indicated, and select the payment option.

Also, please complete and return Addendum F, page 24.

Note a stamped addressed envelope has been included in this packet for you to return these agreements.

If you have any questions, please feel free to contact me at any time. Dr. Zimman is also available to answer any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "S Westhoven".

Scott Westhoven
Director of Operations



HELPING DISTRICTS SET DIRECTION THROUGH POLICY

License Agreement with Neola, Inc.

I. Parties

This is an agreement (Agreement) between Neola, Inc. (Neola) and the Board of Education of the West Allis-West Milwaukee School District (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 Guidelines and Forms, and
- C. Templates for Updates to the Board Bylaws and Policies and Administrative Guidelines and Forms.

Neola licenses certain modified versions of the Templates for Board Bylaws and Policies, which are referred to as Board-Adopted Editions of the Bylaws and Policies, and modified versions of the Templates for Administrative Guidelines and Forms, which are referred to as Superintendent-Approved Editions of the Administrative Guidelines. These modified versions may include materials specifically tailored for licensees (e.g. a school board in a school district). Neola also licenses, through an Update Service, certain modified versions of the Templates for Updates, which modified versions supplement or replace portions of the Board-Adopted Editions of Bylaws and Policies or Superintendent-Approved Editions of Administrative Guidelines and Forms. As used herein, the Board-Adopted Editions of the Bylaws and Policies, the Superintendent-Approved Editions of the Administrative Guidelines, and any and all modified versions of the Board-Adopted Editions of the Bylaws and Policies and/or the Superintendent-Approved Editions of the Administrative Guidelines that result from Neola’s Update Service or the 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:

The District desires, through this Agreement, to license a Superintendent-Approved Edition of Administrative Guidelines that will be created as set forth in Addendum C and have Neola digitally publish the same as set forth in Addendum C.

The 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 annually renew the Update Service as provided herein.

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 at least thirty (30) days notice before any increase is to be effective. The Parties acknowledge that as part of creating the Board-Adopted and Superintendent-Approved Licensed Materials through a development process set forth in Addendum B the District will gain the benefit of two (2) Updates, as set forth in Addendum E, at no additional cost to the District.

IV. Administrative Guidelines 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, Neola and the District shall, according to the protocol set forth in Addendum C, develop a modified version of Neola's Templates for Administrative Guidelines, which modified version will be licensed to the

District as provided below. Neola shall, according to the protocol set forth in Addendum C, 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 E, update the Board-Adopted Edition of the Bylaws and Policies and the Superintendent-Approved Edition of the Administrative Guidelines based upon the Update Templates, which updated version will be licensed to the District as provided below. Neola shall, according to the protocol set forth in Addendum E, digitally publish this updated version of the Board-Adopted Edition of the Bylaws and Policies and/or Superintendent-Approved Edition of the Administrative Guidelines and Forms.

V. License

Neola hereby grants the 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 Guidelines, as well as any versions thereof that are updated in accordance with this Agreement, all of which may be collectively referred to as Licensed Materials, consistent with the 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 pursuant to the *Limitations and Prohibitions* provided in *Section VI* below.

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, and Superintendent-Approved Edition of the Administrative Guidelines and Forms, and all intermediary drafts leading thereto, as well as any modified versions of the Board-Adopted Editions of the Bylaws and Policies and/or the Superintendent-Approved Editions of the Administrative Guidelines that result from the Update Service; the protocol of which is set forth in Addendum E.

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 Guidelines and Forms, and all intermediary drafts leading thereto, as well as any modified versions of the Board-Adopted Editions of the Bylaws and Policies and/or the Superintendent-Approved Editions of the Administrative Guidelines that result from the Update Service.

Any “work” made pursuant to this Agreement is not a “work for hire” within the context of Title 17 of the United States Code, and therefore Neola retains all ownership in all “works” created under this Agreement. To the extent that the 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.

Neola acknowledges that the District maintains all ownership in District-Specific Materials or District-specific revisions or deletions in a template that is otherwise copyrighted to Neola (District-Specific Materials). 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; and
- C. revisions or deletions that substantively depart from Neola’s Templates.

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 Guidelines 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 Guidelines 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 Guidelines 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 prior to 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 herein.

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.

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 Guidelines 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*.

If the District terminates 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, although the District has digitally published their Board Bylaws and Policies, Administrative Guidelines, 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 Guidelines.

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.

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 Guidelines. 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 \$2,000,000.00 limit of liability. The Neola Associate designated to work with the District 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.

XII. General

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

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

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.

West Allis-West Milwaukee School District

Neola, Inc.

signature

Amanda Clapp
signature

Printed Name: _____

Amanda Clapp

Title: _____

President

Date: _____

Date: January 9, 2025

Please note, this Agreement will be considered void if not executed by February 28 2025.

Initial here: _____ Date: _____

**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 Guidelines Development Service, and/or the Update Subscription | \$80.00 per hour plus travel time, mileage and expenses |
| B. | Hourly rate for any additional processing by Production Office as required during the Bylaws and Policy Development Service, Administrative Guidelines Development Service, and/or in conjunction with the Update Subscription | \$36.00 per hour |
| C. | Per page cost for copying any materials requested by the District | \$0.15 per page |
| D. | Shipping | Actual UPS charges |
| E. | Meals – Breakfast (if required to leave before 6:00 a.m.) | \$10.00 per person |
| | Lunch | \$15.00 per person |
| | Dinner (if travel extends beyond 8:00 p.m.) | \$25.00 per person |
| J. | Hourly rate for travel per Associate | \$25.00 per hour |
| F. | Annual service fee for digital publishing | \$795.00 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 March 1, 2021.

Addendum C
Administrative Guidelines Development Service

I. General

Modified versions of Neola's Templates for Administrative Guidelines will be developed through the Administrative Guidelines Drafting Process, which is set forth in *V – The Drafting Process for Administrative Guidelines* below. The Administrative Guidelines will then be presented to the Superintendent for approval, and upon approval, Neola will digitally publish these materials on the District's BoardDocs site.

II. District's Primary Contact and Neola Associate

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

The designated Neola Associate who will meet with the District during the Administrative Guidelines Drafting Process is Richard Zimman.

III. Face-to-Face Consultation

Neola will provide up to twenty-four (24) hours of face-to-face consultation time during the Administrative Guidelines Drafting Process. During that time the District's staff will meet with Neola Associate during work sessions where modified versions of Neola Templates for the District-Approved Administrative Guidelines will be developed.

If more than twenty-four (24) hours of face-to-face consultation time is required to complete the Administrative Guidelines as set forth in *V – The Drafting Process for Administrative Guidelines* below, the District will be billed for the additional time spent by the designated Associate who participates in the drafting sessions at the hourly rate for the additional face-to-face consulting set forth in Addendum A.

IV. Processing Time

Neola will provide up to sixty (60) hours of processing time so that the modified versions of Neola Templates for Administrative Guidelines can be processed by Neola's production staff. If more than sixty (60) hours is required to process these modified versions of the Administrative Guidelines, the District will be billed the hourly rate for additional processing time as set forth in Addendum A.

V. The Development Process for Administrative Guidelines

The Superintendent-Approved Edition of the Administrative Guidelines be developed as follows:

Step 1: Planning the Drafting Process

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

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 District staff members who will participate in the sessions described in Step 2 below; and
- C. develop a tentative schedule of the sessions that will be facilitated by the Neola Associate; and
- D. confirm that the information from Addendum F is still accurate.
- 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.

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

The Neola Templates for Administrative Guidelines will be made available on the District's BoardDocs site in the appropriate folder.

The designated staff members shall review the Neola Templates for Administrative Guidelines before their scheduled sessions, make tentative choices provided in those Templates, and save their work in the appropriate folder on the BoardDocs site.

The staff members designated by the Primary Contact shall meet with the Neola Associate for the scheduled sessions so that the choices that were selected from Neola's Templates for Administrative Guidelines can be reviewed and a draft finalized.

If the designated staff have not reviewed the Neola Templates for Administrative Guidelines 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 Associate to re-schedule the session

(subject to potential penalties listed further in this Step). If the designated staff have not done their homework, but decide to have the session, the District recognizes that, in all likelihood, it will take longer to complete the necessary work.

The drafting schedule will provide for the work to be accomplished in up to five (5) sessions. If more than five (5) sessions are needed, or requested, then the District will be billed for the Associate's time, travel time and expenses.

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 three (3) 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 three (3) 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 Guidelines Templates for Sections 1000 through 9000 have been marked-up according to Neola's protocols and saved into the appropriate folder on BoardDocs, the District's Primary Contact will notify Neola by email.

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

Upon receiving notice from the District's Primary Contact by email that Neola's Templates for Administrative Guidelines 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 Guidelines 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.

However, 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. The process should proceed to Step 9.

Step 6: Preparing the *Revisions to the First Draft* for the District

Upon receiving notice from the District's Primary Contact by email that certain revised Administrative Guidelines from 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 revised Administrative Guidelines, add the revised Administrative Guidelines to the *First Draft* of the District's material, and notify the District by email.

Step 7: Reviewing the *Revised First Draft* by the District

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

If additional revisions are made during this review, the District shall note the additional edits in the same manner as in Step 2 and these revised Administrative Guidelines only should be saved in the appropriate folder on the District's BoardDocs site.

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

If it is determined that the additional revisions to the *First Draft* have been made accurately, the District's Primary Contact shall notify Neola by email.

Step 8: 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 Guidelines 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 District's Primary Contact by email.

Step 9: Notifying Neola of the Superintendent's Approval of the Administrative Guidelines

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

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

Step 10: Publishing the Superintendent-Approved Edition of the Administrative Guidelines

Neola will then prepare the Superintendent-Approved Edition of the Administrative Guidelines. Neola will publish the Administrative Guidelines to "Active" status of the District's BoardDocs site. Neola's Production Office will notify the District's Primary Contact by email when the approved guidelines are published.

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 hard copy of this material at the cost set forth in Addendum A.

VI. 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 District.

If the District chooses to customize the template forms in any way, (e.g., add the district name and logo) or to substitute current District forms for selected standard Neola forms, the cost incurred 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.

VII. Payment Options for Administrative Guidelines Drafting Process

In consideration for the License to the Superintendent-Approved Edition of the Administrative Guidelines, Neola's consultation, the processing of the documents, the Digital Publishing of the Licensed Material, and other good and valuable consideration provided by Neola, the District should choose the payment option that the District prefers in Addendum D - Selection of Services and Price Options.

The District may choose the Bylaws and Policies Development Service and Digital Publishing of those Licensed Materials only, or the District may choose the

Administrative Guidelines Development Service after the completion of the Board Bylaws and Policies have been adopted, or the District may choose to purchase both the Bylaws and Policies Development Service, the Administrative Guidelines Development Service, and the Digital Publishing of all Licensed Material.

Further, 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 twenty-four (24) 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 Superintendent-Approved Edition of the Administrative Guidelines.

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 above and for meetings scheduled to complete the work related to the update service described in the License Agreement.

The District also 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 sixty (60) hours of processing that are included in the base price above is required to process the documents that comprise the Superintendent-Approved Edition of the Administrative Guidelines.

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

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

VIII. Acknowledgements

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.

West Allis-West Milwaukee School District

Neola, Inc.

signature

Amanda Clapp

signature

Printed Name: _____

Amanda Clapp

Title: _____

President

Date: _____

Date: January 9, 2025

Please note, this Agreement will be considered void if not executed by February 28 2025.

**Addendum D
Selection of Services and Price Options**

Administrative Guidelines Development

In consideration for the License to the Superintendent-Approved Edition of the Administrative Guidelines, Neola's consultation, and other good and valuable consideration provided by Neola, the District shall pay Neola:

Option #1

Initial

Date
\$11,130.00 due and payable upon execution of this Agreement.

Option #2

Initial

Date
\$11,130.00 in four (4) installments according to the following schedule:


- \$5,565.00 upon execution of this Agreement.
- \$5,565.00 twelve (12) months after execution of this Agreement.

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.

West Allis-West Milwaukee School District

Neola, Inc.

signature


signature

Printed Name: _____

Amanda Clapp

Title: _____

President

Date: _____

Date: January 9, 2025

Please note, this Agreement will be considered void if not executed by February 28 2025.

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 Richard Zimman.

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 Polices, 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 \$1,375.00 per Regular Update, \$2,750.00 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.

West Allis-West Milwaukee School District

Neola, Inc.

signature

signature

Printed Name: _____

Amanda Clapp

Title: _____

President

Date: _____

Date: January 9, 2025

Please note, this Agreement will be considered void if not executed by February 28 2025.

Addendum F

District Designees and Contact Information

Name _____ **Title** _____

Phone _____ **Email** _____

Primary Contact Site Administrator IT Contact Billing Contact

Name _____ **Title** _____

Phone _____ **Email** _____

Primary Contact Site Administrator IT Contact Billing Contact

Name _____ **Title** _____

Phone _____ **Email** _____

Primary Contact Site Administrator IT Contact Billing Contact

Name _____ **Title** _____

Phone _____ **Email** _____

Primary Contact Site Administrator IT Contact Billing Contact

Name _____ **Title** _____

Phone _____ **Email** _____

Primary Contact Site Administrator IT Contact Billing Contact

Site Administrator (Super Publisher)

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

IT Staff Member

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

Primary Contact

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

Billing Contact

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