

License Agreement with NEOLA, Inc.

I. Parties

This is an agreement (Agreement) between NEOLA, Inc. (NEOLA) and the School District of Collier 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 also owns proprietary code for electronic publication of NEOLA materials.

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

III. District Intentions

The District desires, through this Agreement, to contemporaneously:

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

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

IV. Services

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

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

V. Update Subscription

The District hereby subscribes to NEOLA's Update Service.

NEOLA may, as it deems necessary, prepare revisions or supplements to its Templates. These revisions may be included in Update Templates to Bylaws and Policies and Update Templates to Administrative Procedures and Forms, and are customarily released in two regular updates annually. From time to time, it may be necessary to release such proposed revisions in a Special Update.

The District will receive benefit of the next three Regular Updates published after the work described in Section 1 of Addendum B has begun, as well as any Special Updates published during the period covered by those three updates, and these updated templates will be incorporated into the drafts as part of the base price.

Through the Update Service:

- Step 1: NEOLA shall provide the District with Update Templates corresponding to the materials licensed by the District. These Update Templates may be provided semi-annually as Regular Updates or periodically as Special Updates.
- Step 2: The designated representative(s) of the District shall consider the revisions contained with the Update Templates and accept or reject the revisions contained therein. For any Regular Update, the District may elect, and NEOLA shall provide, consultation by a NEOLA Associate during the selection process. NEOLA will provide five hours of consultation without additional charge to the District. If more than five hours of the Associate's time are requested or required, the District will be billed NEOLA's current rate as set forth in Addendum A, Additional Charges, for the additional time. NEOLA is not obligated to provide any consultation to the District concerning Special Updates. If the District requests consultation regarding a Special Update, the District will be billed NEOLA's current rate as set forth in Addendum A for the consultation.

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

The District's designated representative(s) shall submit, in writing, the selections to NEOLA's Coshocton office. NEOLA will prepare modified versions of the Update Templates that are tailored for the District in which the proposed selections and revisions have been marked with bold face and italics and inserted into the materials currently licensed to the District as the Board Adopted Edition of the Bylaws and Policies.

- Step 3: The District shall submit in writing to NEOLA's Coshocton office, the revisions to the Board Approved Bylaws and Policies adopted by the District and, when applicable, revisions to the District Approved Administrative Procedures approved by the District's representative(s). The District shall also provide NEOLA the date of the adoption of the revisions to the Board Approved Bylaws and Policies.
- Step 4: Upon receipt of these revisions, NEOLA shall prepare and deliver to the District a Finalized Version of revisions to the licensed materials.

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

Furthermore, the District agrees to pay, when invoiced, for additional products and services and for shipping and handling of all materials, as well as any additional services or materials requested by the District. These charges are set forth in Addendum A. Additionally, the District agrees to pay, when invoiced, for the Associate(s)'s expenses, including mileage at the current IRS rate and meals, that are related to consultation provided for an update.

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

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

VI. License

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

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

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 District Approved Edition of the Administrative Procedures and Forms, and all intermediary drafts leading thereto.

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

Any "work" made pursuant to this Agreement is not a "work for hire" within the context of Title 17 of the United States Code, and therefore NEOLA retains all ownership in all "works" that it creates. To the extent that the 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.

NEOLA acknowledges that the District maintains all ownership in 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 does not recommend 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.

VII. 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 District 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.

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 District Approved Edition of the Administrative Procedures and Forms, and all intermediary drafts leading thereto.

VIII. Termination

This Agreement is effective upon its signing by both parties.

Either party may elect to terminate or cancel this Agreement at any time. The party wishing to terminate this Agreement must do so by providing notice of its intention in writing to the other party.

If the District wishes to terminate the Update Service, the District must provide written notice of the same to NEOLA on or before November 1 or May 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, and so long as the District completes its payment obligations under this Agreement, then the District may continue to use the Board Adopted Edition of the Bylaws and Policies or District Approved Edition of the Administrative Procedures and Forms so long as the use is consistent with terms and conditions provided herein.

Likewise, except in the event of a breach by the 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 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 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.

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

IX. 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 State or Federal 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 determines that its legal assistance is no longer of value to NEOLA or the District, its officers, or its employees. Furthermore, nothing herein obligates NEOLA to provide any defense to the District, its officers, and employees to defend a third party claim that arises out of District-specific materials.

X. Limited Warranty

To the extent the District, its officers, or employees are found to be liable for a claim arising out of the fact that the licensed materials do not accurately reflect compliance with the applicable State or Federal law, then NEOLA agrees to indemnify the District, its officers, and employees in an amount up to, but not exceeding, \$20,000.00.

XI. 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;
- B. the District's, its officers', and employees' failure to correctly interpret the licensed materials; 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, and they agree to hold NEOLA harmless for any third party claim, damage, injury, or cost arising from the District-specific materials.

XII. General

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

This Agreement represents the only agreement between the parties with respect to the subject matter described herein. All other prior oral or written agreements respecting this subject matter are superseded. Further, any revisions to this Agreement must be made in writing and approved by both parties.

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

The School District of Collier County, Florida NEOLA, Inc.

By: _____
Steven J. Donovan, Chairman
Collier County School Board

By: _____
Richard N. Clapp, Ph.D.
President/Chief Executive Officer

Date: _____

March 27, 2007

School Board Attorney Review and Approval: _____

Please note, this Agreement will be considered void if not executed by May 31, 2007.

Addendum A Additional Charges

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

- | | | |
|----|--|---|
| A. | Subscription to Update Service | \$3,000.00 per update |
| B. | 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 | \$150.00 per hour |
| C. | Hourly rate for any additional processing as required during the Bylaws and Policy Development Service, Administrative Procedures Development Service, and/or in conjunction with the Update Subscription | \$33.00 per hour |
| D. | Per draft cost for additional copies of any draft or Finalized Edition of the Bylaws and Policies, Administrative Procedures, and/or Update Templates in excess of the number provided pursuant to this Agreement and any Addendums thereto | \$30.00 per manual |
| E. | Per book cost for additional copies of Board Approved Editions of the Bylaws and Policies or District Approved Editions of the Administrative Procedures in excess of the number provided pursuant to this Agreement and any Addendums thereto | \$30.00 per manual |
| F. | Additional per unit cost for D or E above if provided in a notebook with tabs | \$15.00 per manual |
| G. | Per page cost for copying any excess materials requested by the District | \$0.05 per page |
| H. | Shipping and handling | \$6.00 per shipment plus actual UPS charges |
| I. | Annual maintenance fee for electronic publishing | \$1,000.00 |
| J. | Mileage | @ current IRS rate |

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

These prices are effective as of March 1, 2007.



Addendum B
Bylaws and Policies Development Service
Administrative Procedures Development Service
Electronic Publishing Service

The NEOLA Associates who will work with the District during implementation will include Dr. Richard Clapp, Mr. Tom Young, Esq., and Mr. John Woods.

Included in this contract are up to one hundred twenty (120) hours of face-to-face consulting time during which the District's staff will meet with [a] NEOLA Associate(s) to develop the bylaws and policies and administrative procedures. Except for unusual circumstances, at least two Associates are present during each work session. Regardless of the number of Associates present at work session, only the time required for that meeting will be counted towards the one hundred twenty hours of consulting provided by this contract. 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 towards the one hundred twenty total hours of consulting time. Furthermore, if more than one hundred twenty hours of consulting time are required to complete the bylaws and policies and the administrative procedures, i.e. Sections 1 and 2 below, the District will be billed the hourly rate for additional consultation set forth in Addendum A

1. Policy Development

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

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

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

- A. develop a timeline for the project in accordance with NEOLA's standard procedures for such timelines;
- B. identify the degree to which the Board will be involved in the sessions described in Step 3 below;
- C. identify any additional, key individuals who shall also participate in the sessions described in Step 3 below;

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

E. reduce the timeline and schedule to writing.

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

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

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

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

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

As noted in Section V – Update Subscription of the License Agreement, the District will receive benefit of the next three Regular Updates published after the work described in this Section has begun, as well as any Special Updates published during the period covered by those three updates, and these updated templates will be incorporated into the drafts as part of the base price.

Step 4: The NEOLA Associate will ship the work product from Step 3 to NEOLA's Coshocton office, and these materials will be processed as the First Draft of the District's new Board Bylaws and Policies Manual. NEOLA shall provide ten copies of the First Draft. Additional copies of the First Draft are available at the cost set forth in Addendum A.

- Step 5: The appropriate District personnel shall review the First Draft. The District shall note any text that is to be added on the appropriate page in the First Draft and/or shall line out any text to be deleted. The District shall return the First Draft, in its entirety, no later than four months from the date the First Draft was received by the District, to NEOLA's Coshocton office.
- Step 6: Before processing, NEOLA will review this marked up copy of the First Draft and contact the District's representative to discuss the desired changes, if necessary. After this review, NEOLA will prepare a Proof Draft of the District's Board Bylaws and Policies Manual and return two copies to the District for final review by the District's representative and the Superintendent. Additional copies of the Proof Draft are available at the cost set forth in Addendum A.
- Step 7: The appropriate District personnel shall review the Proof Draft. If no additional revisions are needed, the Proof Draft should be formally adopted by the Board of Education.

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

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

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

2. Administrative Procedures Development

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

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

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

- A. develop a timeline for the project;
- B. identify the key administrative staff members who will participate in the sessions described in Step 3 below;
- C. develop a tentative schedule of the sessions that will be facilitated by the NEOLA Associate; and
- D. reduce the timeline and schedule to writing.

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

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

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

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

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

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

- Step 4: The NEOLA Associate will ship the work product from Step 3 to NEOLA's Coshocton office, and NEOLA will prepare a draft of the Administrative Procedures within ten weeks from the date that the work product was received by NEOLA. NEOLA shall provide two copies of this draft to the District. Additional copies will be available at a cost as set forth in Addendum A.
- Step 5: The District shall note any revisions, additions, or deletions that are deemed necessary on one copy of the Draft and return the same to NEOLA's Coshocton office in its entirety.
- Step 6: Before processing, NEOLA will review this marked up copy of the draft and contact the Superintendent's designated representative to discuss any desired changes, if necessary.
- Step 7: NEOLA will then prepare the District Approved Edition of the Administrative Procedures, and will return one master copy to the District.

3. 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.

4. Electronic Publishing Service

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

- A. the executed License Agreement;
- B. this Addendum; and
- C. the District's written authorization to proceed.

- Step 1: As authorized to do so by the District, NEOLA will create a web site and format and upload the NEOLA materials licensed to the District to the web site.
- Step 2: Upon completion of Step 1, NEOLA will notify the District, in writing, that their NEOLA web site URL has been posted on the internet, and that the District has the option of password protecting their NEOLA web site. A range of password options will be available for selection.

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

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

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

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

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

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

When the District Approved Edition of the Administrative Procedures has been posted on-line, NEOLA will continue to provide one printed copy of the updated documents for the District's master copy of the District Approved Edition of the Administrative Procedures. If the District chooses to maintain more than one hard copy of this manual, the District must notify NEOLA of the number of additional copies of the updated documents that are desired. These additional copies of the updated documents will be invoiced at the copy charge set forth in Addendum A.

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

NEOLA's obligation to electronically publish the materials licensed from NEOLA is subject to the District maintaining its subscription to the Update Service. NEOLA reserves the right to and may cease electronic publication of the licensed materials if the District fails to maintain its subscription to the Update Service.

5. Payment Options

In consideration for the License to the Board Adopted Edition of the Bylaws and Policies, NEOLA's consultation, and other good and valuable consideration provided by NEOLA, the District shall pay NEOLA \$69,995.00 or an amount equal to \$1.50 for each student included in the District's official enrollment reported to the Florida Department of Education for the current school year, whichever is less. This sum will be due and payable according to the following schedule:

- 10% upon execution of this Agreement.
- 10% three (3) months after execution of this Agreement.
- 10% six (6) months after execution of this Agreement.
- 10% nine (9) months after execution of this Agreement.
- 10% twelve (12) months after execution of this Agreement.
- 10% fifteen (15) months after execution of this Agreement.
- 10% eighteen (18) months after execution of this Agreement.
- 10% twenty-one (21) months after execution of this Agreement.
- 10% twenty-four (24) months after execution of this Agreement.
- 10% twenty-seven (27) months after execution of this Agreement.

The District agrees to pay hourly rate for processing documents that is set forth in Addendum A, Additional Charges, and to process current policies, current procedures and/or original material for either policies or procedures requested by the District that exceeds the two hundred forty pages (one hundred twenty pages of policy and one hundred twenty pages of procedures) that are included in the base price above.

In addition, the District agrees to pay for the Associates' travel for all meetings scheduled to complete the work described in Sections 1 and 2 above or the meetings scheduled to complete the work related to the update service described in the License Agreement, as well as any meals and lodging that might be required.

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.

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.

The School District of Collier County, Florida NEOLA, Inc.

By: _____
Steven J. Donovan, Chairman
Collier County School Board

Richard N. Clapp, Ph.D.
President/Chief Executive Officer

Date: _____

March 27, 2007

School Board Attorney Review and Approval: _____

* * * * *

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

Contact Person/Title _____

Telephone Number _____

His/Her E-Mail Address _____

District Web Site Address _____

Please note, this Agreement will be considered void if not executed by May 31, 2007.