

FY18 AGREEMENT

This Agreement is entered into by the **NOVA** and **GALION CITY SCHOOL DISTRICT BOARD OF EDUCATION** ("Board").

WHEREAS, the Board is in need of an licensing and/or an online learning instructor for the administration of certain virtual course materials to its students; and

WHEREAS, NOVA is ready willing and able to provide the services of such consultant and/or virtual course materials with the necessary software modules.

NOW THEREFORE, be it agreed by the Parties as follows:

Section I.

NOVA shall provide the following course modules to the Board at the stated cost:

See Attachment A

This stated cost is based on projected license use and will be adjusted according to actual use.

Section II.

If requested, NOVA shall provide the services of an online learning consultant to assist in administration of the modules to the Board's students. The instructor shall be provided on a per semester/year course basis at a cost stated on Attachment A. The consultant may from time to time be required to travel to the premises of the Board. Any necessary expenses of travel shall be accounted for by consultant, certified as true, and reimbursed by the Board. Said expenses shall be accounted for and submitted for reimbursement at the end of the month in which they were incurred or the following month. Board shall reimburse such expenses with 15 days of receipt of any expense report in agreement with the host district.

Section III.

The term of this Agreement shall be for one year.

Each partner of NOVA education services is responsible for the following assurances:

- Partners shall not sublease licensing
- Sustain consistent communication with NOVA. This includes participating in regularly scheduled meetings for project management.
- Ensure NOVA has appropriate access to data for purposes of program improvement and evaluation.
- Submit order forms and other financial forms in a timely manner.

- Biannual true-up invoicing on actual license use.

Section IV.

This Agreement and its Exhibits represent the entire Agreement between the Parties notwithstanding any prior oral or written representations or promises between the Parties. In the event any provision of this Agreement is deemed invalid or unlawful, the remaining provisions shall remain in full force and effect. NOVA shall not be liable for any special or consequential damages under any theory of liability whatsoever.

IN WITNESS WHEREOF, the authorized representatives of the Parties have each set their hand hereunder in order to signify their intent to be bound by the foregoing.

NOVA

BOARD OF EDUCATION

Date

Date