

This Agreement is entered into by and between the **Northwest Ohio Virtual Academy ("NOVA")**, whose main office is located at 209 Nolan Parkway, Archbold, Ohio 43502 and the **GALION CITY SCHOOLS ("Customer")**.

**WHEREAS**, the Customer is in need of 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 IT IS AGREED AS FOLLOWS:**

**Section I:**

NOVA shall provide the course modules and/or Learning Instructors to the Customer at the below stated cost.

**ANNUAL FEES:**

- Annual Support- \$500.00
- Concurrent Licenses (Grades K-12) - \$450.00/ea
- AP Courses(per student per semester course)- \$50.00/ea
- Instructional Services Schools PLP Instructor (per student per semester course)- \$225.00/ea
- Instructional Services NOVA Teacher NOVA Instructor (per student per semester course)- \$225.00/ea
- NOVA Grader (per hour)- \$23.50/hr

**Section II:**

The Term of this Agreement shall be for One Year.

Each Partner of NOVA Education Services is responsible for the following assurances:

1. Partners shall not sublease licensing.
2. Partners shall sustain consistent communication with NOVA, including participating in trainings for product use.
3. Partners shall ensure NOVA has appropriate access to data for purpose of program improvement and evaluation.
4. Partners shall submit order forms and payment in a timely manner.

**Section III:**

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 representative of the Parties have each set their hand hereunder in

*Tammy Butler*

NOVA/Northern Buckeye Education Council

05 / 15 / 2023

Date

*Charlene Parkinson*

Authorized School District Representative

05 / 25 / 2023

Date