I. Call to Order by Superintendent. The Superintendent will call the reorganizational meeting to order and will preside until a new board president is elected.

II. Election of Board President – The Superintendent will accept nominations and take votes for Board President.

III. Election of Board Vice President – The President will accept nominations and take votes for board vice-president.

IV. Adoption of Rules – Roberts Rules, Revised has been the rules of order in the past.

V. Determination of time and place for regular board meetings

VI. Public Forum

VII. Informational Items

VIII. Reports
   A. Maintenance Supervisor (page 1)
   B. Elementary Principal (page 2)
   C. Middle School Principal (page 3)
   D. Secondary Principal (page 4)
   E. Project Director DFC (pages 5-6)
   F. Board Secretary/Business Manager
   G. Superintendent
      1. FY10 ACT Test Scores (pages 7-8)
      2. Middle School AYP Waiver (page 9)

IX. Old Business
   A. BECC Update

X. New Business
   A. Approval of FY11 Depositories
   B. Approval of FY11 Board Secretary/Business Manager
   C. Approval of FY11 Board Treasurer
   D. Approval of FY11 District Attorney, Ahlers Law Firm in Des Moines, Iowa
   E. Approval of FY11 Newspaper, Van Buren County Register
   F. Select IASB Delegate (pages 10-11)
   G. Approve Education Fund Positions
   H. Approve Website Services Support Provider (pages 12-18)
   I. Approve MAP (Measures of Academic Progress) and MISIC (Mid Iowa School Improvement Consortium) Participation (pages 19-29)
   J. Sr. Year Plus Equivalent Proficiency Assessment Policy – Mr. Miller and Mr. Alvis are working on a draft of this policy. The initial draft will be available for initial review at the board meeting.

XI. Consent Agenda
   A. Personnel
      1. Resignations
      2. New Hires
a. Substitute Custodian – David Louth
b. Substitute Cook – Jo Goodman
c. Birmingham Bus Monitor – Carolyn Pencil
d. Varsity Girls Basketball Coach –
e. National Honor Society – Audrey Ekle
f. Detention Supervision – 4 paraprofessionals

3. Transfers
4. Volunteers
5. Leave Requests/Travel

B. Open Enrollment
   Outgoing – Kindergarten – Kyli Fitzsimmons to Harmony
   Incoming – Kindergarten – Kaylee Jensen, Grade 4 – Ceyera Jensen from Harmony

C. Fundraisers

XII. Communications

XIII. Approval of bills

XIV. Other Items

XV. Adjournment
Maintenance Report
September 8th Board Meeting

Keosauqua
-Door intercoms with release buttons installed at main door, and lobby door.
-Boiler inspection complete.
-Fire alarms tested by Mohican Security.
-Tested all inside emergency lights.
-Checked and replaced bulbs on all outside lights as needed.

Stockport
-Boiler inspection complete.
-Fire alarms tested by Mohican Security.
-Tested all inside emergency lights.
-I am doing all of the mowing for Phil since he can not do it because of his surgery.

Douds
-Boiler inspection complete.
-Fire alarms tested by Mohican Security.
-Tested all inside emergency lights.

Daycare
-Replaced condenser motor on a/c for new addition.
-Replaced glow coil ignitor for oven.
-Worked on lights in new addition, replacing ballast and removing all covers and cleaning them out.
-Generator won't run. Need to replace battery. I don't know if it will need more attention at this time. I need to replace the battery first.
September 2010 Elementary Board Report
Bret Moews, Principal
Van Buren Elementary

1. The students and staff are absolutely awesome and were very flexible and
diligent in working out any beginning year kinks. We are still working on a
few areas to increase efficiency but I am positive we will get things running
smoothly.

2. As of August 30 we have 288 students in the Elementary. Our Kindergarten
class currently has 55 students. Other than the Kindergarten class, we have 6
new students to Van Buren.

3. A big Thank You to Mrs. Pedrick and Mrs. Shaw for volunteering to spear
head the online assessments and getting trained in the early childhood
assessments. Mrs. Burchett also deserves a pat on the back for updating all of
our class lists so teachers could begin AR, AM, and STAR testing.

4. Pre School will begin September 7. I was very impressed with our Pre School
staff when I attended their open house. They have things organized and ready
to go.

5. 21st Century Enrichment will begin after school on September 14 at the
Elementary and the Middle School.

6. Picture day is September 15.

7. Gravy For Grandparents will be September 22 and September 23.
• The school year has started rather smoothly. The teachers and staff have shown great flexibility and willingness to do whatever it takes.

• We currently have 152 students attending VBMS. We have welcomed 7 students from other districts.

• The 6th grade has transitioned well to the middle school.

• Star testing is being conducted and should be completed soon. This is a good measuring stick for the teachers and students.

• We have a large number of 7th and 8th grade students participating in Volleyball, Cross Country, and Football.

• We have started our common planning during 7th period. The teachers are working hard to make this time as productive as possible. We currently have 3 days of organized planning – topics include: Iowa Core implementation, characteristics of effective instruction, and cross curricular planning.

• Gravy for Grandparents will be held on September 23 from 7:45 – 8:25.

• We are off to a great start and are looking forward to a fantastic and productive school year!

GO WARRIORS!
1. The year is off to a good start. We had to change many schedules in order for Mrs. Marshall to teach Calculus. The teachers and students were very understanding.

2. We have 230 attending high school as of Aug 31. We ended the year last year with 237 students. We graduated 63 students last year have the new freshman class has 57 students. We also have 9 students that are new to the district.

3. Class sponsor went over the changes in the Student Handbook with each class on the first day of school. Students and staff like the 4 minute passing periods. Many students are taking full advantage of using their cell phones during lunch. No office referrals through the first 4 days of school.

4. Mrs. Chapuis has already placed all of our MOC students with their job site.

5. Mr. Teeter and Mr. Miller met with all Credit Recovery parents and students and discussed the changes in the program and the classroom expectations for all students.

6. Professional Development on September 13 – No school.

7. School Pictures on September 15.

8. October 7 is Senior Day for all area schools.
The Van Buren County SAFE Coalition was selected to receive an additional five years of funding for the Drug Free Communities Program. Announcements were made on August 31st and award letters should be expected in September.

The SAFE Coalition will receive $125,000 for the next five years to continue the work that began in 2005 making Van Buren County a SAFE place to live by reducing drug, alcohol and tobacco use in youth.

Strategies being implemented by the coalition with the funds include, but are not limited to:

- Working with businesses to address the ease of access of alcohol.
- Collaborating with key community members on a social host ordinance.
- Developing a team of school and community members to address climate at the school districts—focusing on substance use.
- Developing standardized protocols in both school districts regarding code of conduct and substance use policies.
- Working with law enforcement in regards to laws related to marijuana use; ensuring consistency and enforcement.
- Developing relationships with businesses to implement drug free worksite policies.
- Empowering parents with resources and skills to take action in preventing substance use.
- Developing a social norming campaign related to the use of marijuana.
- Addressing the local conditions of near peers and parties as sources of alcohol for youth.

The coalition will be hiring one new part time staff person to assist in the efforts. The grant will officially begin on October 1st 2010 and run through September 30th, 2015.

For a copy of the work-plan or more information on the grant or any coalition activities please contact Project Director; Heidi Bainbridge at 293-6412.

Upcoming Trainings and Travel

- September 9th – Volunteer Training – Roberts Building – 6:00-9:00pm - Attendees: TBD
- October 26-27th – AC4C Retreat – Des Moines, IA – Attendees: Heidi Bainbridge
- More information about trainings can be found on the coalition website: www.vbsafecoalition.com

Coalition Meeting Schedule

September 14th – 2:00pm – Roberts Memorial Center
October 12th – 2:00pm – Roberts Memorial Center
JEL/YLC Update

The school year has begun and the JEL/YLC members in both school districts and all schools have held their initial meetings! Groups are being organized at both Van Buren and Harmony High school as well as Van Buren Middle School. Recruitment was done with 5th/6th graders in both districts last fall which has proven to be an effective strategy as there are a large number of new members this year to the organization.

Harmony-
In the Harmony district students will meet as a large group on the first and third Wednesday of the month during A lunch. There are 17 students who have joined the group this year. They completed planning sheets for the year and are looking forward to sticker shock, peer teaching and sidewalk chalk activities.

Van Buren High School-
At Van Buren, high school students will be meeting during activity period once a month. A kick-off meeting was held before school where breakfast pizza was provided and members planned for the upcoming Fall Festival street marketing event they have scheduled.

High school JEL members also participated in the Walk 4 Breath in August and walked/ran 30 miles collectively and raised $250 for the Cystic Fibrosis Foundation. There are 21 members in the Van Buren High School JEL group this year.

Middle School-
Van Buren Middle school students outnumber all other JEL groups with 83 members this year, this is over 50% of the Middle school students. There are so many students involved it has forced the youth advisors to hold separate meetings for each grade level allowing all of the students to contribute to the organization. Meetings with Middle school members will usually be held on the first and third Wednesday of the month during 7th period. The middle school members are very excited about doing peer teaching at the elementary, sticker shock at the businesses and recording radio PSA’s at the radio station.

A JEL/YLC training is being held for all members on September 29th from 8:30am-3pm at the Roberts Memorial Building in Keosauqua. This training will give the members an opportunity to learn more about the JEL program, how to peer teach, public speaking skills. Team building and leadership activities will also be provided by the National Guard. Upcoming events for all JEL activities will be posted as they become available. All students must have a signed parent permission form to participate in any JEL activities.

Got Outcomes

The second phase of the Got Outcomes award is due on September 24th. This application is being revised by coalition coordinator; Heidi Bainbridge.

Feedback from the phase one application was received and a technical assistance phone call from CADCA was provided to answer questions and assist with the phase 2 application.

A final copy of the application will be submitted to the board in October with the update. Once the coalition receives information on the status of the award the board will be notified.

Upcoming Events

Sept 29th: JEL Training
Roberts Memorial Bldg

Oct 9th: Forest Craft Event

Nov 8-13th: Drug Facts Week

Nov 18th: Great American Smokeout

http://ylc.ybsafecoalition.com

Students need to hear a consistent message that underage drinking is unacceptable.
This report reflects the achievement of your graduates on the ACT over time and an indication of the extent to which they are prepared for college-level work. The ACT consists of curriculum-based tests of educational development in English, mathematics, reading, and science designed to measure the skills needed for success in first year college coursework. Table 1 shows the five-year trend of your ACT-tested graduates. From this table you can determine:

- Changes in the number and percentage of participants
- Score changes in subject areas and the ACT composite
- How your graduates compare with state averages

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</table>

**Figure 1. Percent of ACT-Tested Students Ready for College-Level Coursework**

A benchmark score is the minimum score needed on an ACT subject-area test to indicate a 50% chance of obtaining a B or higher or about a 75% chance of obtaining a C or higher in the corresponding credit-bearing college courses.

A High School College Readiness Letter has been sent to the principal of each high school with at least one ACT-tested graduate.
ACT Research has shown that it is the rigor of coursework - rather than simply the number of core courses - that has the greatest impact on ACT performance and college readiness. Figures 2 and 3 report the value added by increasingly rigorous coursework in mathematics and science respectively.

Figure 2. Average ACT Mathematics Scores by Course Sequence

Value Added by Mathematics Courses
Students who take a minimum of Algebra 1, Algebra 2, and Geometry typically achieve higher ACT Mathematics scores than students who take less than three years of mathematics. In addition, students who take more advanced mathematics courses substantially increase their ACT Mathematics score.

Figure 3. Average ACT Science Scores by Course Sequence

Value Added by Science Courses
Students taking Biology and Chemistry in combination with Physics typically achieve higher ACT Science scores than students taking less than three years of science courses.

In order to ensure that all students are ready for college and work, an overview of vital action steps is provided.

College Readiness for All: An Action Plan for Schools and Districts
1. **Create a Common Focus.** Establish collaborative partnerships with local and state postsecondary institutions to come to a shared understanding of what students need to know for college and workplace readiness. Use ACT’s College Readiness Standards and the ACT as a common language to define readiness.
2. **Establish High Expectations for All.** Create a school culture that identifies and communicates the need for all students to meet or exceed College Readiness Benchmark Scores.
3. **Require a Rigorous Curriculum.** Review and evaluate the rigor and alignment of courses offered and required in your school in English, mathematics, and science to ensure that the foundational skills leading to readiness for college-level work are taught, reaffirmed, and articulated across courses.
4. **Provide Student Counseling.** Engage all students in early college and career awareness, help them to set high aspirations, and ensure that they plan a rigorous high school coursework program.
5. **Measure and Evaluate Progress.** Monitor and measure every student’s progress early and often using college readiness assessments like EXPLORE, PLAN, and the ACT. Make timely interventions with those students who are not making adequate progress in meeting college readiness standards.

To learn more about these recommended action steps and ACT programs that will help improve college readiness for your students, contact your ACT Regional Director at 847-634-2560 or email midwest.region@act.org.
August 11, 2010

Ms. Lisa Beames, Superintendent
Van Buren Community School District
503 Henry Street
Keosauqua, IA 52565

Dear Superintendent Beames:

The Iowa Department of Education has received and reviewed an Adequate Yearly Progress (AYP) appeal submitted by the Van Buren Community School district on behalf of Van Buren Middle School. The appeal included new evidence to correct grade level configurations at the Van Buren Middle School during the 2009-2010 school year.

The newly submitted evidence was accepted and applied to the 2010-2011 AYP calculations.

As a result, Van Buren Middle School now meets Annual Measurable Objective AYP targets for both Reading and Mathematics and has been removed from “Watch” year status.

If you have any additional questions or concerns, please contact me at paul.cahill@iowa.gov / 515-281-3944.

Sincerely,

Paul Cahill
Title I Administrative Consultant
Bureau of Teaching and Learning Services
Iowa Department of Education
TO: K-12 School Board and Area Education Agency Presidents
   K-12 School Board and Area Education Agency Secretaries
   K-12 Superintendents
   Area Education Agency Administrators
   Community College Presidents
   Iowa Association of Community College Trustees

FROM: Veronica Stalker, Interim Executive Director

DATE: August 17, 2010

RE: IASB Delegate Assembly, Wednesday, November 17

Every school district’s voice should be heard in the 2010 IASB Delegate Assembly!

IASB by-laws give each member school district a delegate who casts the district’s vote(s) on issues before the Delegate Assembly. School boards provide input on IASB’s legislative platform and your priorities help influence the legislators and governor.

Please take time at your next board meeting to select a delegate, who must be a board member, and return the Delegate Identification Form to us.

By participating in the Delegate Assembly’s debate process, each school district contributes to IASB’s legislative program, and ultimately, the unified legislative interests of all Iowa school boards.

The Annual Meeting of the Corporation and the Delegate Assembly will be held at 1:00 p.m., Wednesday, November 17, at Hy-Vee Hall, 730 – 3rd Street, Des Moines.

The IASB by-laws assign delegates according to the following school district enrollment schedule:

- 0000-1200 - 1 vote
- 1201-1600 - 2 votes
- 1601-2400 - 3 votes
- 2401-3600 - 5 votes
- 3601-4800 - 7 votes
- 4801-6000 - 10 votes
- 6001 and over - 15 votes

Area education agencies are assigned delegates according to the following AEA enrollment schedule:

- 0000-29,999 - 2 votes
- 30,000 and over - 3 votes

Community colleges are entitled to five votes. The governing body of the Iowa Association of Community College Trustees elects these delegates.

(Over)
A Delegate Identification Form has been mailed to all board secretaries. Please name your delegate and only those board members and/or superintendent who will attend. Please use the form located on our website (www.in-ssb.org) or fax the enclosed form (515-243-4992).

The deadline for returning the form is OCTOBER 8.

Important cost information: Lunch for your delegate is free. We will bill the lunch cost ($25.00) for any other persons who request lunch on the Delegate Identification Form. All persons who are registered on the Delegate Identification form (or by any other method) who do not cancel their registration by November 9, or who are registered and fail to attend (delegates included), will be charged a cancellation fee equal to the cost of the lunch.

One set of pre-Delegate Assembly materials will be mailed in October to the delegate you name. Your delegate must take the credentials from the delegate packet to the registration desk at the Delegate Assembly and exchange it for the school district's voting card.

The official delegate packet may be transferred to another person on your board.

Also note:
During the afternoon break there will be nominating caucuses to nominate candidates in IASB Director Districts as follows:
#1 (Northwest), #5b (Central), #6a (East Central), #9 (Southeast) – three-year term
#8 (South Central) – two-year term

Enclosed: Delegate Identification Form
(Board Secretaries only)
SOCS Website Hosting and Management System

Van Buren Community School District

Prepared by
Mike Anderson
Educational Services Manager
800-850-8397, ext 6926
mikea@fes.org
FES Profile

Located in Lincoln, Nebraska, FES LLC is a private non-profit organization founded in 1986 specifically to provide management and technical services to other non-profits in the education community. Since our inception we have designed, managed and hosted electronic services and software applications that serve universities, higher education foundations, education agencies and school districts nationwide. Our applications have included EASEL – a student lending origination system supporting 90 lenders and over one billion dollars of student loans; Elite – an ASP student loan origination application serving over 70 post-secondary institutions; and SOCS – an internet accessed website hosting and management system serving school districts and related educational organizations.

SOCS (Simplified Online Communication System) is an extremely robust yet incredibly simple Website Management System specifically designed to suit the needs of primary and secondary schools and districts as well as related service organizations in the K-12 community. FES is the sole licensor supporting SOCS and currently has over 500 installations in Arkansas, Michigan, Nebraska, Kansas, Iowa, Missouri, Illinois, Indiana, Minnesota, Texas, Ohio, Wisconsin, Wyoming, Oklahoma, and California.

SOCS incorporates the latest in programming language and technology to provide an exhaustive set of features and tools that suit the needs and abilities of the most novice of content contributors to those more sophisticated and creative. We host SOCS in the FES data center for our school partners providing them full use of all SOCS functionality along with the additional benefits of redundancy centers in Omaha and Kearney, Nebraska, state-of-the-art back-up, security and disaster recovery. This significantly lowers the overall cost of ownership including man-hours, infrastructure and upkeep costs.

FES Service Level Commitment: FES shall use all reasonable efforts to ensure that the SOCS Service is operating and available to Customers 99% of the time in any calendar month. There may be periods of time that FES schedules maintenance on the SOCS network that requires an interruption of service. Customers will be notified in advance of scheduled maintenance and every effort will be made to schedule this maintenance outside the hours of 7 a.m. to 10 p.m. Central Time.

Beyond the application of our various services, it is our organization that clearly distinguishes us from our competitors. As a non-profit organization we can be dedicated to serving our clients without the concerns driven by the needs of owners, stockholders, and profits. Our Board of Directors consists of leaders in education and finance that are driven by a sense of purpose and not personal financial gain. Our executive management team has an average tenure of 20 years. Commitment of purpose and dedication of such magnitude is a boast no competitor can make and is summed up in our mission statement.

“To bring education within reach by providing value to the FES family of companies and our clients developed in an environment that fosters innovation, excellence and creativity that results in high quality products, services, and resources delivered in a cost-effective manner.”
SOCS Features

**Full content control with the Licensee**
SOCS provides the means for authorized staff, students and/or designated individuals outside the district to create moderate and publish Internet content without help from FES or any other outside agency or individuals.

**No content volume constraints**
SOCS provides schools and districts with an online portal and archive repository for ongoing news, documentation, calendaring, and general information without any volume restrictions.

**Unlimited content contributors**
All authorized staff, students and/or stakeholders may participate as contributors in an effort to achieve the communication goals of the district and individual schools.

**Extremely intuitive, familiar and easy-to-use controls and tools**
Individuals with any level of word processing experience can contribute to SOCS via a Java applet called Edit Live—a system as familiar as Microsoft Word or other well-known word processing applications.

**User-definable, multi-level and managed moderation controls for content publication**
SOCS incorporates a proprietary hierarchy of staff, student, and individual involvement. Designated Managers assign individuals Editor rights to manage and contribute to various sections and/or sub-sections (e.g., Athletics) and to access other features such as the News Update listservs, slide show creation, calendar updates, and advertising server capabilities.

**Triggered email notification for content review**
Any individual with the authority to submit, but not publish content is designated as a Correspondent. When a Correspondent submits an article to SOCS, an email with a link to the article is automatically sent to a pre-designated Editor allowing the Editor to review, approve, and schedule the article for publication.

**Automated image handling**
A contributor can incorporate an image into an article directly from a camera, CD, hard drive or other electronic medium connected to their computer. SOCS automatically pulls the image into the article, resizes it to make it “web-friendly,” and embeds the original image within the web thumbnail. This eliminates the need for contributors to manipulate image files.

**Point and click image Gallery capability**
Much like the automated image handling described above, SOCS provides this same “point and click” functionality to creating slide shows within articles or as separate presentations.

**Article-based and moderated public feedback capability**
All articles submitted to your SOCS site can include a public feedback option. The Editor enables this function through a simple check box. By default, each public feedback submission is automatically emailed to the SOCS Manager(s) for approval or disapproval.

**User-definable content navigation sections**
All sections are defined by the Manager and may be modified at any time. Each defined section is visible to the reader only if content or articles reside in them. This means that visitors to the site will never click on a section and encounter a blank page or broken link.

**Content republishing and repurposing**
All content, current and archived, can be easily searched, accessed, edited, and republished.

**The ability to support HTML-code-based content development**
Although content can be created using standard language and basic keyboard skills, SOCS can also support HTML. This allows more technically-adept contributors or possibly web development classes to express their talents.
Security protection for private file and document viewing
SOCS allows the user to easily insert sensitive documents into articles (e.g.: faculty-only documents) and secure them with a user name and password.

The ability to have multiple private sections and calendars
Clients use private sections and calendars to restrict access to information that is pertinent only to certain individuals or groups. You can restrict user access, section or calendar access.

Delayed and scheduled content publishing
The Editor of any submitted article can choose a date and time for the approved article to be published. For example, an Editor can read and approve an article on Tuesday and schedule a publish date and time in the future.

Automated and unlimited content archiving
Articles can be scheduled to expire automatically and be removed from public view. Expired articles are automatically placed in a permanent, searchable archive.

Extensive searching capabilities for all past (archived) and present (live) content
All content is searchable by the public via keyword or by browsing month by month. SOCS users can search by author, section, keyword, approval status, publication date or article ID.

Teacher Pages
SOCS Teacher Pages enables even the most novice teacher to choose from any of our easy-to-use templates to quickly post lesson plans, assignments, bios, classroom news and slide shows. Coupled with our Digital Lockers, teacher pages become effective classroom tools for collaborative learning efforts. Automated assignment enables easy set up for Managers and an unlimited number of teacher pages can be posted to a SOCS site.

Interactive Calendar
Multiple, interactive public events calendar provides automatic email reminders and change of notifications for parents, staff and students.

Point and click e-newsletter listserv
The News Update function automatically creates an electronic newsletter from new and archived articles linking readers to the SOCS site and giving districts a means of verifying reception and readership.

Extensive visitor traffic reporting
Traffic reports verify public access to the site by month, week, day, and even hour.

Template-based language translation
SOCS allows readers to automatically switch the view to a literal translation into 33 different languages including Spanish, German, French, Italian, Japanese, and Chinese.

Survey capability with reporting
The SOCS customizable survey feature allows users to collect responses using narrative text or multiple choice via drop-down selection, radio buttons and check boxes. Survey results can be exported into a standard CSV file which may be sorted to suit the reporting goals of the survey.

ADA compliance
The home page, articles, and all archive content of SOCS websites comply with guidelines set by the W3 Web Content Accessibility Guidelines for American Disabilities Act.
SOCS Training and Support

SOCS Client Training
Our SOCS Client Services team will personally ensure the success of every SOCS client throughout the training process and provide ongoing support. Initial Manager training teaches the vital functions of this role and establishes the training needs for each individual client. This is followed by training of Editors giving primary users the tools they need to hit the ground running.

Live Web Training
Client Services also hosts live web training sessions to introduce new enhancements, support new users and offer refresher training to those who need it. This ongoing training is available to all SOCS users as part of their license agreement.

SOCS Insider
The SOCS Insider is a secure online support portal for our school partners containing training guides, handouts, enhancement updates, FAQ, and tutorials on advanced subjects. SOCS Insider also hosts a listserv which we issue announcements, articles and tips via our email News Update.

SOCSSchool
SOCSSchool is an online tutorial that walks users through the step-by-step process of posting articles, photos and slide shows. It allows users to self-direct their learning through a navigation menu that lets them choose the topic of focus. This resource is ideal for those just starting in SOCS or for those who just need refresher training and is available exclusively for SOCS users via the SOCS Insider.

Training Guides and Handouts
Easy to follow training guides for Managers, Editors and Correspondents enable users to quickly learn the fundamentals of posting content. Handouts provide quick tips and tutorials on specific SOCS functionality. Training guides are accessible via the SOCS Insider.

User Group Meetings
Scheduled semi-annually, clients are invited to attend User Group meetings where new enhancements, best practices, training and networking take place at various locations throughout our marketplace.

Live Phone Support
Client Services staff is available by phone 7:30 a.m. to 10 p.m. Central Time. Response Time: All support calls are answered and problems are resolved at the time of the call, whenever possible.

24-hour access to the online support and reporting system
An electronic support ticketing system is accessible 24/7/365 for any designated SOCS user via the school’s secure content development/administrative area (Central Services). It is also accessible from the secure SOCS Insider information portal.

Comprehensive content/data back-up, security, and disaster recovery
Content is backed up via tape and stored in a state-of-the-art, redundant hosting facility.
Additional Services-Optional

SOCS Lockers
Students and teachers can store and share documents safely online in a central, secure location. Students can complete and submit homework, build up an electronic portfolio and share documents electronically with work study groups.

Parent Teacher Conference Registration
Parents can quickly reserve a meeting time through this web-hosted online registration service. A password protected login provides access for administrators, teachers and parents. This service allows the set up of multiple conferences. Teachers and administrators can block out dates and times. Any registered user can print schedules, and administrators can send out email reminders to parents.

Google Mail for Education
Schools wanting email services are recommended to sign up with Google Mail which provides a free service to K-12 schools. For a one-time set-up fee per domain, SOCS Support will assist you in setting up your domain and individual accounts on Google Mail. Any ongoing email support will be provided by Google. Many of our clients have chosen this option and are very happy with the service.

Online Payment Processing
SOCS offers schools the option of online payment processing for school lunches, sportswear, donations or anything that requires secure transactions.

Online Forms
Schools may choose from our generic forms library or have a customized form created in fillable PDF format. Forms may be linked to a database and/or payment processing application for online registration.
Pricing

**SOCS Web Hosting Service**
- 1st year:
  - License fee - $3,408 annually

- 2nd and 3rd year:
  - License fee - $1,588 annually

**Additional Functionality and Services-Optional**
- **SOCSlockers (secure, web-based file sharing)**
  5 Gig included with hosting service. Each school may designate how that space will be used. Additional SOCSlocker space available at $35 per Gig.

- **Parent-Teacher Conference Registration**
  One-time Set-up Fee: $500

- **Google Mail for Education**
  One-time Set-up Fee: $250/domain

- **Listservs**
  Four listservs included with hosting service.
  - Districts with more than 4 schools may purchase additional listservs for the remainder of their schools (unlimited number of schools, but not to exceed more than one listserv per school) at a one-time set-up fee of $100.
  - A District or single school within the district may purchase additional listservs (non-school building, i.e., athletics or alumni) up to 10 at a one-time set-up fee of $100.

- **Additional URL/Domain Registration** $20 per domain/year
  One URL/Domain registration included with hosting service

- **Onsite training** $500/day plus expenses
- **Remote training** No Charge
This Membership Agreement ("Agreement") is entered into by and between the Van Buren Community School District (the "Member") and Mid-Iowa School Improvement Consortium, an Iowa nonprofit corporation ("MISIC").

In consideration of the mutual obligations expressed below, the parties agree as follows:

1. MISIC will provide opportunities for the Member and other MISIC members to participate in MISIC activities designed to develop effective assessments and instruction that will result in improved student achievement.

2. Member will adhere to the following performance expectations:
   - Participate actively in all MISIC activities.
   - Assist in planning the future direction of MISIC.
   - Attend at least 75% of all regional and annual MISIC meetings.
   - If giving the MAP test,
     - The district will ensure that the curriculum measured by the Measures of Academic Progress (MAP) matches the local curriculum.
     - Ensure that strict policies for test security are maintained and that access to the computerized tests is limited to appropriate personnel (MAP users).
     - Attend or contract for relevant training in the administration and use of test data. Each district is required to attend training in level test administration and training in analysis of level test data, as well as other training required by MISIC.

3. Joining Fees are incurred the first year of membership at the rate of $6 per K-12 students served. The Member will pay annual dues of $2 per K-12 student each year thereafter covered by this agreement. The number of the member’s K-12 students will be determined by the total number of students served as reported by the Member to the Department of Education in the preceding year’s Certified Enrollment report, row 11. MISIC will provide the following services to the Member:
   - Regional training and workshops on topics determined through a needs assessment of MISIC members.
   - Standards and benchmarks in a wide range of content areas, aligned to the Iowa Core Curriculum where possible.
   - Participation in future grant proposals, as those become available.
• Sharing of information / networking activities with other MISIC members.

• Services of the District Support Team and MISIC consultants, who will be available to respond to Members’ questions / needs.

Additional fees may be imposed on MISIC Members by a vote of MISIC’s Board of Directors or Members.

4. MISIC Members shall be divided into Regions by MISIC’s Board of Directors. Each Region has one voting member on MISIC’s Board of Directors.

5. Each MISIC Region will appoint a five-member Steering Committee to oversee the activities of the Region and to provide input to MISIC’s Board of Directors. MISIC’s Executive Committee, comprised of the President, Treasurer and Executive Director shall be responsible for the overall business and oversight of MISIC’s day to day work.

6. Additional costs in the form of travel expenses, printing and substitute teachers incurred by Members for the purpose of administering assessments and attending MISIC training and meetings will be at the Member’s expense.

7. If at anytime MISIC dissolves, any assets will be sold and the funds used first to pay outstanding MISIC debt. Subject to the terms of MISIC’s Articles of Incorporation and Bylaws, remaining funds will be distributed per K-12 enrollment between Member schools at the time of the dissolution.

8. The term of this Agreement is for three years, commencing July 1, 2010 and terminating on June 30, 2013. Continued participation as a Member in MISIC after June 30, 2013 shall require the execution of a new Membership Agreement or the execution of a written amendment to this Agreement, signed by both the Member and MISIC, agreeing to extend the term of this Agreement for an additional period of time.

9. Member may be released from the terms of this Agreement prior to the expiration of its term subject to the Member’s payment of all MISIC fees that would be incurred during the term of this Agreement. Further, MISIC reserves the right to terminate this Agreement and the Member’s membership in MISIC if Member does not fulfill the Member’s performance expectations as set forth in this Agreement. Any such termination by MISIC must be made by a vote of MISIC’s Board of Directors, and any such termination by MISIC shall not negate the Member’s responsibilities to pay all MISIC fees that would be incurred during the remaining term of this Agreement, notwithstanding the early termination of the Member’s participation in MISIC prior to the end of the current term of this Agreement.

10. The rights and responsibilities of the Member are nontransferable.

11. The terms of this Agreement supersede any previous agreement, including any previous agreement that may have been enforced by and between the Member and any predecessor to the Mid-Iowa School Improvement Consortium, an Iowa nonprofit corporation.
12. The Member acknowledges that the Member has a right to receive a copy of MISIC’s Articles of Incorporation and Bylaws.

MEMBER:

Name of School District: __Van Buren Community School District

By: ______________________________ Date: ______________
Print Name: ______________________________
Print Title: Superintendent

By: ______________________________
Print Name: ______________________________
Print Title: Board President

MID-IOWA SCHOOL IMPROVEMENT CONSORTIUM

By: ______________________________
Print Name: SUE BEERS
Print Title: Executive Director

Please send signed agreement to:
Ethel L. Lee, Business Manager
430 School Street
Carlisle, IA 50047
Van Buren CSD  
503 Henry Street  
Keosauqua, IA  52565

<table>
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<td>--- Joining Fees, 720.4 @ $6.00 = 4,322.40</td>
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</table>

If questions concerning this statement, Please contact Ethel L. Lee at:  
515/989-3589 phone  
515/989-3075 fax  
ethel.lee@carlisle.k12.ia.us

Amount Due  
$4,322.40

Amount Due  
$4,322.40
MASTER SUBSCRIPTION AGREEMENT

THIS MASTER SUBSCRIPTION AGREEMENT (this “Subscription”) is entered into effective as of the last date set forth on the signature page (the “Effective Date”) by and between NORTHWEST EVALUATION ASSOCIATION, an Oregon nonprofit corporation (“NWEA”), and the school or school district or other similar entity on the signature page (“Subscriber”). The term “Subscriber” shall also refer to a school or group of schools forming an educational entity or any individual persons using or accessing the NWEA Program (as defined in Section 1 below) on behalf of the school or school district.

NWEA is a nonprofit corporation that provides certain testing and reporting services, commonly referred to as Measures of Academic Progress® (“MAP®”), that are comprised of some or all of the items described on Schedule A (“Services”). The Schedule A is provided as a separate attachment to the same email that this Subscription agreement is sent from. The parties agree as follows:

1. Subscription. Subscriber affirms its subscription to the Services for the term specified in Schedule A (the “Term”). In connection with this Subscription, NWEA grants to Subscriber a limited license to use the software and materials (“NWEA Program”) that implement the delivery of the Services and Subscriber accepts the Subscription to the Services as described in Schedule A.

2. Definition. The NWEA Program includes the original and all whole or partial copies of (a) machine-readable instructions and data; (b) components; (c) content (such as test items, test scripts, images, text, graphs, charts, pictures, etc.); (d) related licensed materials such as DesCartes: A Continuum of Learning® statements (“DesCartes”), MAP® for Primary Grades Instructional Data statements, Dynamic Reporting Suite, Knowledge Academy, professional development workshop and coaching materials and Paper-Pencil Assessments; and (e) licensed documents or keys, and documentation and instructions, together with repair updates and related user manuals and accompanying media and materials, which may be amended and updated from time to time during the term of this Subscription.

3. Grant of License. NWEA hereby grants to Subscriber a nonexclusive, nontransferable license to access, use, and display the NWEA Program for Subscriber’s internal use only for the Term of this Subscription. If the NWEA Program requires installation or downloading of a copy of all or any portion of TestTaker software (“Software”), NWEA grants to Subscriber a nonexclusive, nontransferable license to install or download the necessary portion of the Software for Subscriber’s internal use only in connection with the Subscription and only during the Term. The MAP license and Software license extend only to the quantity of licenses indicated on Schedule A. The MAP license is also limited to a maximum of three test events and one summer administration for each license per academic year. In addition to the foregoing, DesCartes is subject to additional use restrictions (documented and updated at www.nwea.org) for which Subscriber is also responsible. Any loading or maintenance of DesCartes onto third party sites requires additional written permission from NWEA.

4. Protection from Unauthorized Use or Access. Subscriber shall not (a) copy (other than once for back-up purposes), distribute, transfer, rent, lease, or sublicense any or all of the NWEA Program or any accompanying materials; (b) permit use of the NWEA Program by anyone not employed or in contract with Subscriber; (c) modify, adapt, translate, reverse engineer, decompile, or disassemble the NWEA Program and accompanying Software; (d) remove any proprietary notices or labels on the NWEA Program; (e) use the NWEA Program in an attempt to, or in conjunction with, any device, program, or service designed to circumvent technological measures employed to control access to, distribution of, or rights in, a content file or other work protected by the copyright laws of any jurisdiction. Subscriber shall reproduce all copyright notices and all other legends of ownership on each copy, or partial copy, of the NWEA Program. If Subscriber installs a newer or upgraded version of the NWEA Program or Software, it may not use the prior version of the NWEA Program or Software from which it upgraded or transfer it to another party. Subscriber shall ensure that anyone who uses the NWEA Program and Software (accessed either locally or remotely) does so only for Subscriber’s authorized use and complies with the terms of this Subscription. NWEA also provides its NWEA Program and Software to Subscriber pursuant to a subscription and/or license with third party vendors. Subscriber acknowledges that it shall abide by the use restrictions under such subscription and/or licenses, as amended from time to time.
5. **Ownership.** The NWEA Program and Software are owned by NWEA or an NWEA supplier, and is copyrighted and offered through a subscription, and not sold to Subscriber. All rights, title, and interest in the NWEA Program and Software, all copies, and all updates, enhancements, modifications, and improvements, along with all intellectual property rights related thereto, shall remain with NWEA, regardless of the source giving rise to the intellectual property and despite any modifications or adaptations made for the benefit of Subscriber. The NWEA Program and Software, and all updates, enhancements, modifications, and improvements are protected by United States and international copyright laws and treaties, as well as other intellectual property laws. Subscriber is not granted any license to use any of NWEA’s trade or service marks and NWEA retains all right, title, and interest in its trade and service marks. Subscriber agrees that NWEA may use, without restriction or royalty obligation, any comments, suggestions, or contributions provided by Subscriber with respect to the NWEA Program or Software during the course of Subscriber’s use. Subscriber hereby grants and assigns to NWEA any intellectual property rights that Subscriber may incidentally obtain or have with respect to any such comments, suggestions or contributions.

6. **Confidential Information.** Subscriber acknowledges that all test items (either in MAP or in the Paper-Pencil Assessment), underlying ideas, algorithms, item calibrations, test scripts, concepts, procedures, processes, principles, know-how, and methods of operation that comprise the NWEA Program, including updates enhancements, modifications, and improvements are confidential and contain trade secrets (collectively, “NWEA Confidential Information”), and Subscriber shall respect such confidentiality, and shall use its best efforts to keep all such information confidential. Subscriber agrees not to use, disclose, or distribute any NWEA Confidential Information, directly or indirectly, without the prior written consent of NWEA, except that NWEA authorizes Subscriber to disclose NWEA Confidential Information to Subscriber’s employees or agents who have signed written confidentiality and nondisclosure agreements before such disclosure. This Section 6’s rights and obligations shall survive the termination of this Subscription.

7. **Student Information.** Subscriber shall have in place a policy to address student assessment and the use of, and access to, confidential student information (“Student Information”). NWEA and Subscriber acknowledge that NWEA may have access to Subscriber’s Student Information. NWEA agrees to respect such confidentiality and implement policies and practices to keep such information confidential. NWEA shall not disclose any Student Information regarding Subscriber’s students or their families that NWEA may learn or obtain during the course of its performance under this Subscription without the written consent of Subscriber. Absent reckless or intentional acts or omissions by NWEA, in no event shall NWEA be liable for any disclosure of Student Information. Subscriber is solely responsible for ensuring the security and availability of Subscriber’s own computers, computer networks, and internet connections, including security patches, choice of browser, and browser configuration settings to be used with the NWEA Program, email, and other transmissions. Subscriber must refer to the appropriate NWEA Program documentation for system and browser requirements and configuration settings. To receive the best service possible, Subscriber grants permission to NWEA to transfer Student Information to its contractors that have executed confidentiality agreements, for the sole purpose of maintaining, supporting and troubleshooting the NWEA Program and Software.

8. **FERPA.** NWEA shall maintain Student Information for and on behalf of Subscriber – in accordance with the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g(a)(4)(A)(ii), 1232g(b)(1) – for the primary purpose of providing assessment and research services pursuant to this Subscription. NWEA may itself, through its own employees or employees of contractors, use the Student Information to conduct assessment and research activities, including, but not limited to, longitudinal studies, alignment studies, norming studies and the Growth Research Database (“GRD”) for the benefit of Subscriber and/or for the collective benefit of multiple Subscribers. Personally identifiable information (“PII”) derived from Student Information provided to NWEA may be disclosed only to NWEA employees or employees of contractors who have a legitimate educational interest in maintaining, organizing, or analyzing the data for uses authorized in this Subscription. In its annual notice to parents1 under FERPA, Subscriber, shall indicate that (a) Student Information shall be maintained in part on behalf of Subscriber by NWEA and its contractors in order to provide assessment and research services to Subscriber; (b) NWEA employees and employees of NWEA’s contractors shall be deemed school officials for the purpose of access to PII derived from Student Information only if they have a legitimate interest in

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1Under FERPA, whenever a student has attained 18 years of age (or is attending a postsecondary institution), the consents required of, and the rights accorded to, parents shall thereafter only be required of, or accorded to, the student. References to “parent(s)” in this Subscription shall be deemed to apply to such a student.
Subscriber agrees to pay the variance within 30 days of the invoice date.

9. **Research.** Subscriber authorizes NWEA to use the Student Information for research purposes, including but not limited to, norming studies, longitudinal, or alignment studies, provided that the data are handled in a manner that protects student anonymity. In addition, NWEA is authorized to use the Student Information in the GRD maintained by NWEA which houses Subscriber’s test data for each student in a secure database for legitimate educational research purposes.

9.1 The authorization for use of Student Information is effective from the date when Subscriber first subscribed to the NWEA Program and services. Both NWEA and Subscriber acknowledge that the permissions and obligations expressed in this Subscription shall survive the termination or expiration of this Subscription and any renewals. NWEA shall maintain all Student Information derived under this Subscription, allowing Subscriber to continue to access the data in NWEA-augmented reporting form, including norms and learning statements.

9.2 NWEA shall notify Subscriber of written third party requests for disclosures of PII from Student Information. Subscriber alone may authorize actual disclosures of such information to third party organizations, and Subscriber shall be responsible for maintaining a record of the request or disclosure with the records of each student and providing the record to parents upon request, as required by 34 CFR 99.32. If Subscriber authorizes a disclosure under this Section 9.2 for a study to improve instruction, it shall authorize NWEA to use the Student Information for research purposes, including but not limited to, norming studies, longitudinal, or alignment studies, provided that the data are handled in a manner that protects student anonymity. In addition, NWEA is authorized to use the Student Information in the GRD maintained by NWEA which houses Subscriber’s test data for each student in a secure database for legitimate educational research purposes.

9.3 The Student Information in the GRD maintained by NWEA may contain mechanical or electronic methods to prevent unauthorized use or distribution of the NWEA Program. Subscriber shall not disable or circumvent such control devices.

10. **Subscriber Information.** Subscriber hereby permits NWEA to use information regarding its schools or district (other than Student Information) to perform its obligations hereunder and to include such information in the GRD, to be used and disclosed to internal and external researchers that have executed confidentiality agreements. However, NWEA shall seek permission from Subscriber before including such information that is identifiable to the school or district in any publication. This permission shall survive termination or expiration of this Subscription.

11. **Protection.** The NWEA Program may contain mechanical or electronic methods to prevent unauthorized use or distribution of the NWEA Program. Subscriber shall not disable or circumvent such control devices.

12. **Fees and Taxes.** Subscriber agrees to pay the fees for the Subscription to the Services as set forth in Schedule A during the Term. Subscriber shall be solely responsible for any personal property taxes or local licensing fees resulting from Subscriber’s agreement under this Subscription or in connection with NWEA’s delivery of Services under this Subscription.

13. **Billing and Payment.** Subscriber agrees to pay 100% of the amount due upon signing this Subscription. Subscriber shall use its best efforts to determine the number of students to be tested by Subscriber and the payments due. NWEA shall send an invoice to Subscriber, and Subscriber shall pay the amount due within 30 days of the invoice date by mailing a check or depositing the amount due via a wire transfer. Subscriber must contact NWEA at accountsreceivable@nwea.org for wire transfer instructions. If Subscriber overestimated the number of students tested, NWEA shall not be obligated to refund any Subscription fees. If, however, Subscriber tests more students than the number Subscriber originally estimated and paid for, NWEA may submit an amended invoice to capture the additional students, and Subscriber agrees to pay the variance within 30 days of the invoice date.

14. **Amendments and Renewals.** Future fees associated with adjustments, including but not limited to, the number of students tested, supplemental products, and Subscription renewals or price increases shall serve as amendments to the Subscription scope and price. Adjustments from Subscriber’s issuance of a (a) purchase order, (b) written authorization, (c) submission of a roster, (d) initiation of testing, or (e) payment of any Subscription renewal or Subscription expansion invoice shall constitute acceptance of the amended Subscription scope and price. Such Subscription renewals and expansions shall continue to be otherwise governed by this Subscription (including all NWEA order forms). The conditions of payment described in Section 13 shall apply to all subscription renewals and expansions. All payments under this Subscription shall be made to NWEA.

15. **Professional Development.** If Subscriber is new to the NWEA Program, NWEA shall
require and provide professional development for Subscriber’s teachers and staff administering the NWEA Program before testing begins. Schedule A contains the pricing for these Services. Subscriber shall assign a member of its staff to coordinate the logistics of setting up the training before testing begins. If Subscriber experiences staff turnover that affects the administration of the NWEA Program, Subscriber shall notify NWEA within 30 days of the staffing change. NWEA may require Subscriber to send the new staff to introductory NWEA professional development training. Subsequent ongoing professional development training is recommended by NWEA, but is at the discretion of Subscriber.

16. **Publicity.** Subscriber consents to NWEA’s use and/or references to Subscriber’s name, directly or indirectly, in NWEA’s marketing and training materials.

17. **Termination and Remedies.** This Subscription shall automatically renew at the end of the Term unless Subscriber provides 30 days’ written notice to NWEA before the end of the applicable Term. Notwithstanding, this Subscription may be terminated before the end of the applicable Term, upon breach of this Subscription and license by Subscriber, or by cancellation pursuant to Section 20 or renewed pursuant to Section 14. If Subscriber breaches any material term of this Subscription, NWEA shall be under no obligation to refund any fees paid by Subscriber for the NWEA Program and related services. If terminating without cause, Subscriber shall provide 30 days’ written notice to NWEA. After termination or expiration of the Subscription, NWEA shall continue to maintain Student Information, allowing Subscriber to continue to access the data in NWEA-augmented reporting form, including norms and learning statements. NWEA reserves the right to seek any legal or equitable remedy available against Subscriber for breach of the terms of this Subscription, including without limitation, injunctive relief and specific performance. The parties agree that Sections 6-10, 16, 17, and 21-25 shall survive any termination or expiration of this Subscription or the termination of any license granted under this Subscription.

18. **Support.** NWEA will provide to Subscriber limited support, updates, enhancements, modifications, improvements, and maintenance services. Subscriber agrees to provide student and class information in a Class Roster File (“CRF”) for each test window in the approved format as described in the CRF template. Subscriber must submit the CRF during the time period that is posted on NWEA’s website and before Subscriber’s first day of testing. Subscriber acknowledges that the validity and accuracy of its reports depends upon the quality of the data in the CRF.

19. **Scheduled Maintenance.** NWEA has system maintenance periods throughout the year that shall affect Subscriber’s ability to upload or download student or test data, to access reports, or to interact with any of NWEA’s websites. However, Subscriber’s ability to test during the scheduled maintenance periods shall not be affected. The dates and hours for the system maintenance periods are posted at http://www.nwea.org/support/details.aspx?content=893.

20. **Limited Warranty.** NWEA warrants to Subscriber that the Software, when properly installed and used, shall perform substantially in accordance with the Software’s documentation or as represented in writing by NWEA. This limited warranty is void if the failure of Software results from (a) use of the Software in connection with software or hardware not compatible with the Software or not meeting the technical specifications provided by NWEA; (b) improper or inadequate maintenance; or (c) accident, abuse, misapplication, or use by Subscriber of the Software other than as described in the documentation provided by NWEA. This limited warranty is void if the Software is altered or modified in any way by anyone other than NWEA. NWEA does not warrant that the operation of the Software shall meet Subscriber’s requirements or be uninterrupted or error free. Subscriber is responsible for the results obtained and decisions made from its use of the Software and the NWEA Program. NWEA assumes no responsibility for the operating environment or for Subscriber’s security programs in which the Software functions. NWEA shall, at its sole option, either replace or, with its best efforts, correct any Software, which fails to perform substantially in accordance with the documentation for the Software or as represented in writing by NWEA upon written notice of such failure. If NWEA is unable to correct the error after using its best efforts, NWEA shall, at its sole option, either replace the Software with a functionally equivalent software program or refund the fees paid for licensing the Software on a prorated basis and cancel the license granted in this Subscription.

21. **Disclaimer.** EXCEPT FOR THE EXPRESS LIMITED WARRANTY PROVIDED IN SECTION 20, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE NWEA PROGRAM IS PROVIDED “AS-IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, QUALITY, PRODUCTIVENESS OR CAPACITY, OR THAT THE OPERATION OF THE SOFTWARE INCLUDED WITHIN THE NWEA PROGRAM SHALL BE ERROR-FREE.
EXCEPT AS PROVIDED HEREIN, THE ENTIRE RISK AND LIABILITY ARISING OUT OF THE USE OF THE NWEA PROGRAM REMAINS WITH SUBSCRIBER, INCLUDING BUT NOT LIMITED TO, WHEN SUBSCRIBER'S PRACTICES ARE INCONSISTENT WITH THE STANDARDS FOR EDUCATIONAL AND PSYCHOLOGICAL TESTING (1999) BY THE AMERICAN EDUCATIONAL RESEARCH ASSOCIATION. THERE IS NO WARRANTY FOR PERFORMANCE ISSUES (a) CAUSED BY FACTORS OUTSIDE OF NWEA'S REASONABLE CONTROL; OR (b) THAT RESULTED FROM ANY ACTION OR INACTION OF SUBSCRIBER OR SUBSCRIBER'S THIRD PARTIES; OR (c) RESULTING FROM SCHEDULED MAINTENANCE PERIODS.

22. Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NWEA DOES NOT AND CANNOT CONTROL PERFORMANCE OF SERVICES BASED ON THE FLOW OF DATA TO OR FROM NWEA’S NETWORK AND OTHER PORTIONS OF THE INTERNET, WHICH DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT SUBSCRIBER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NWEA SHALL USE COMMERCIALLY REASONABLE EFFORTS TO REMEDY AND AVOID SUCH EVENTS, NWEA CANNOT GUARANTEE THAT SUCH EVENTS SHALL NOT OCCUR. ACCORDINGLY, NWEA DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

23. Limitation. THE REMEDIES PROVIDED UNDER THE LIMITED WARRANTY ARE SUBSCRIBER’S SOLE AND EXCLUSIVE REMEDIES. EXCEPT TO THE EXTENT THE FOLLOWING LIABILITY LIMITATION IS PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL NWEA BE LIABLE FOR ANY DAMAGES OR EXPENSES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST OPPORTUNITY, LOST SAVINGS, LOSS OF GOODWILL, LOST BUSINESS, LOSS OF ANTICIPATED BENEFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF OR DAMAGE TO DATA, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, OR PECUNIARY LOSS, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF THE USE OF OR INABILITY TO USE THE NWEA PROGRAM, EVEN IF NWEA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, NWEA'S ENTIRE LIABILITY UNDER THIS SUBSCRIPTION SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY SUBSCRIBER FOR THE RIGHT TO USE THE NWEA PROGRAM. THIS LIMITATION OF LIABILITY ALSO APPLIES TO THE NWEA PROGRAM DEVELOPERS AND SUPPLIERS. IT IS THE MAXIMUM FOR WHICH THEY AND NWEA ARE COLLECTIVELY RESPONSIBLE.

24. Indemnification. Subscriber agrees to indemnify, defend, and hold harmless NWEA and NWEA’s officers, directors, employees, agents, and representatives, from and against any and all claims, damages, expenses, judgments, fines, and amounts paid in settlement in connection with any proceeding arising from Subscriber’s breach of this Subscription or its use of the NWEA Program.

25. Miscellaneous.

25.1 Force Majeure. Neither party shall be liable for any delay or failure to perform any obligation hereunder due to causes beyond its control, including without limitation, war, riot, insurrection, civil commotion, terrorist activity, fire, industrial disputes of whatever nature, acts of nature, computer crimes, epidemics, acts or omissions of third party vendors or suppliers, equipment failures, public enemies of government, failure of telecommunications, system malfunctions, fire, or other casualty.

25.2 Waiver and Severability. Waiver of any default or breach under this Subscription by NWEA does not constitute a waiver of any subsequent default or a modification of any other provisions of this Subscription. If any part of this Subscription shall be held invalid, illegal, in conflict with any law, or otherwise unenforceable by a court of competent jurisdiction, the remainder of this Subscription shall nevertheless remain in full force and effect.

25.3 No Third Party Beneficiaries. The parties do not intend to confer any right or remedy on any third party.

25.4 Survival. All provisions of this Subscription that would reasonably be expected to survive the termination of this Subscription shall do so.

25.5 Entire Agreement. This Subscription contains the entire understanding of the parties regarding the subject matter of this Subscription and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Subscription.

25.6 Assignment. Subscriber may not assign this Subscription to any third party without the prior written consent of the NWEA.

25.7 Binding. This Subscription shall bind and inure to the benefit of the parties and their respective successors, and approved assigns, if any.

25.8 Representation of Signatories. Each person signing this Subscription represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Subscription for their respective party.
25.9 **Notices.** Any notice required under this Subscription shall be in writing and effective when (a) delivered personally against receipt, (b) deposited in the mail and registered or certified with return receipt requested, postage prepaid, (c) shipped by a recognized courier service and addressed to either party as designated in this Subscription, (d) delivered by email to an email address designated by the recipient, or (e) when delivered via any of the foregoing at such other address as may be provided by the recipient in accordance with this Section 25.9.

**Address for Notices to NWEA:**

Northwest Evaluation Association  
5885 SW Meadows Road, Suite 200  
Lake Oswego, OR 97035-3256  
Email: Audit-Risk@nwea.org

**Address for Notices to Subscriber shall be sent to the address set forth in Subscriber’s signature box below.**

25.10 **Controlling Law and Venue.** This Subscription shall be construed and controlled by the laws of the State of Oregon, U.S.A., without giving effect to principles of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed and shall not apply to this Subscription. Any litigation arising out of this Subscription shall be conducted in courts located in Multnomah County, Oregon.

25.11 **Attorney Fees.** If any lawsuit is instituted to interpret, enforce or rescind this Subscription, the prevailing party on a claim shall be entitled to recover, in addition to any other relief awarded, its reasonable attorney fees and other fees, costs, and expenses of every kind, including but not limited to the costs and disbursements specified in ORCP 68A(2), incurred in connection with the lawsuit, the collection of any award, or the enforcement of any order as determined by a judge.

25.12 **Counterparts.** This Subscription may be executed in counterparts, each of which shall be deemed an original, and the counterparts shall together constitute one and the same Subscription, notwithstanding that all of the parties are not signatory to a single original or the same counterpart. The parties may also deliver and accept facsimile or electronically scanned signatures, which shall be binding upon the parties as if the signature were an original.

25.13 **Vendor Status and Independent Contractor.** The NWEA Program is provided by NWEA within its normal business operations and is operated in a competitive environment. The NWEA Program offered under this Subscription constitutes a vendor relationship, as defined by OMB Circular A-133 and therefore, any monies to pay for this Subscription, are not subject to the federal audit requirements of OMB Circular A-133. NWEA is an independent contractor, and neither NWEA nor its employees, shall be deemed Subscriber’s employees. Nothing contained in this Subscription shall create or imply and agency relationship, joint venture or partnership between the parties.
SCHEDULE A

7/7/2010

Van Buren Comm School District
Attn: Lisa Beames

Subscription term is 7/1/2010 – 6/30/2011

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The terms identified here are valid for 90 days from the date above. Subscription fees are determined based on the number of students noted and cover a period of one year.

Included in the subscription are the following:

* State aligned MAP system
* Dynamic Reporting Suite
* Loading of class roster files
* Instructional Resources
* Ongoing support
* DesCartes, a Continuum of Learning
* Lexile Reporting for all students tested in reading
* Knowledge Academy online training
* Standard instructional and student reporting
* End of course tests (Algebra I, II, Geometry, and Integrated Math)

For more information, please contact NWEA at 503-624-1951.

*Employer ID#: 93-0686108.*