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AIMSweb TRAINING SERVICES AGREEMENT

This Training Services Agreement (“Agreement”) is entered into as of **July 3, 2012** between **NCS Pearson, Inc.**, a Minnesota corporation, with its corporate headquarters and Minnesota Clinical Assessment group offices located at 5601 Green Valley Drive, Bloomington, MN 55437 and its Texas Clinical Assessment group offices located at 19500 Bulverde Road, San Antonio, TX 78259 (“Pearson”), and **Elmira Heights Central School District** (“Customer”) of **2083 College Avenue, Elmira Heights, NY 14903** with respect to training services to be provided by Pearson to Customer.

Pearson and Customer agree as follows:

1. The term of this Agreement begins on the date first written above and shall continue until **December 31, 2012** unless terminated earlier in accordance with the terms this Agreement.

2. The responsibilities of Pearson under this Agreement shall be to provide Customer with a private onsite training workshop of **two (2) days** in duration, **July 16-17, 2012**. **Five (5) hours of webinar/remote consultation to be scheduled between the AIMSweb Trainer and Customer.**

3. (a) Customer will maintain, at all times, the confidentiality of all information received in connection with the services performed hereunder regarding the business and activities of Pearson and its affiliated companies.

(b) Customer acknowledges that it will receive copyright protected materials and information as part of Pearson’s performance of this Agreement. These training materials are intended for Customer’s use during the training session(s) and for Customer’s reference thereafter. Notwithstanding the foregoing, Customer acknowledges that it cannot use the materials outside of Customer’s immediate organization and the materials cannot be posted or reproduced at any web or Internet/Intranet site that extends beyond Customer’s organization.

(c) Customer acknowledges that the training provided by Pearson under this Agreement does not authorize or certify the trainees to use the training or materials in any commercial endeavor.

4. (a) In full consideration hereof and for satisfactory performance of all training services to be rendered hereunder by Pearson, Customer will pay Pearson a fee equal to the following: four thousand five hundred dollars (**\$4,500.00**). The above fee does include travel expenses. All fees will be invoiced to the Customer by Pearson. Customer will pay any invoices within thirty (30) days of receipt to the address indicated on the invoices.

(b) As used in this Agreement, a full day shall be defined as anything over three and a half (3.5) hours and up to eight (8) hours (including a one-hour lunch break and two fifteen-minute breaks); and a half day shall be defined as up to three and a half (3.5) hours (including one fifteen-minute break). Additional hours beyond eight (8) hours in a single day may be purchased at Pearson’s current hourly rate, depending on trainer availability, and must be arranged in advance by written amendment to this Agreement, and signed by both parties.

5. All copyrightable material prepared by Pearson pursuant to this Agreement will remain the property of Pearson.

6. Customer acknowledges and agrees that it will review the required Technology Checklist (<http://www.aimsweb.com/uploads/files/aimswebtechcheck.pdf>) provided by Pearson in advance of the training and that Customer’s equipment will meet any technology requirements by the training date. Failure to comply with Pearson’s technology requirements will result in cancellation of the training

workshop, and Customer will be invoiced for the minimum fee stated in Paragraph 8 below along with any non-refundable travel expenses incurred by Pearson.

7. Neither party will be liable to the other for failure to complete the services contemplated hereunder due to force majeure, including but not limited to strikes, accidents, acts of God, acts of terrorism, inclement weather or other delays beyond the control of such party.

8. (a) Customer will have the right to terminate this Agreement by written notice; provided that such notice is given at least fifteen (15) days prior to any workshop. In the event of cancellation, Pearson will be entitled to (i) retain all sums previously paid, (ii) payment of a minimum fee of half of the contracted amount, and (iii) reimbursement of any non-refundable travel expenses. Should Customer wish to make changes to the training schedule, such requests must be made a minimum of thirty (30) days in advance to avoid a fee of one-quarter of the contracted amount. Any changes to the training date requested by Customer less than forty-five (45) days in advance of the scheduled date are also subject to a fee equal to any non-refundable travel expenditures that are incurred as a result of the change.

(b) Customer will be in contact with the Certified AIMSweb Trainer at least a week prior to the designated training date and will communicate any lack of communication with AIMSweb if such contact is not made.

(c) Training dates will not be guaranteed by Pearson until this Agreement is signed and returned to: **James Henke, AIMSweb Training Consultant** at **james.a.henke@pearson.com** (preferred) or faxed to **866-313-6197**.

9. Pearson warrants and represents that Pearson has the full right, power and authority to enter into this Agreement and to perform its terms and that any material prepared by Pearson will be original and will not violate any copyright or personal or proprietary right of any person or entity.

10. This Agreement will be deemed made in the State of Minnesota and shall be subject to and construed in accordance with the laws of the State of Minnesota applicable to agreements to be performed wholly therein; merges all prior representations and understandings; and constitutes the entire understanding between the parties concerning the subject matter hereof. No modification of this Agreement shall be effective unless in writing and signed by both parties.

EXECUTED as of the date first set forth above.

NCS Pearson, Inc.

Elmira Heights Central School District

Authorized Signature

Authorized Signature

James Henke
Name (*printed*)

Name (*printed*)

AIMSweb Training Consultant
Title

Title

Date

Date