



AVID Elementary Membership and Curriculum

AVID Elementary: AVID Elementary is for grades preK–6. By teaching and reinforcing academic behaviors and higher-level thinking at a young age, AVID Elementary teachers create a ripple effect in later grades and help close opportunity gaps before they begin. Elementary students develop the academic habits they will need to be successful in middle school, high school, and college, in an age-appropriate and challenging way. Students learn about organization, study skills, communication, and self-advocacy. AVID Elementary students take focused notes and answer and ask high-level questions that go beyond routine answers. The strong college and career readiness culture on an AVID Elementary campus encourages students to think about their college and career plans. Schools intentionally display college memorabilia, and teachers discuss how college is different than the K–12 educational experience. College and careers are no longer foreign concepts to students, and teachers provide the academic foundation students need in order to be on a path toward college and career success. Schools begin AVID Elementary by training teachers in the initial implementation grade level(s).

AVID Elementary Membership/Curriculum: “AVID Members” or “AVID Member Sites” are those school sites listed on a Quote/Order or Subsequent Quote/Order as implementing one or more AVID programs—Elementary or Combination (Elementary/Secondary). Annual membership runs concurrently with the Term of the Quote/Order or Subsequent Quote/Order.

- a. **AVID College and Career Readiness Framework and Materials:** Client is entitled to implement the applicable AVID program(s) only at the AVID Member Sites listed on the Quote/Order or Subsequent Quote/Order and to use the licensed AVID Trademarks, libraries, and student materials for the AVID Member Sites’ AVID College and Career Readiness System pursuant to the provisions of the AVID Center General Terms and Conditions and as described herein.
- b. **AVID Center Support for Elementary:** AVID Center agrees to provide support to Client for its Elementary AVID Member Sites through the District Director and in conjunction with AVID Center national and/or regional offices. Membership for Client and AVID Member Sites implementing the Elementary Program includes benefits and support from AVID Center’s national and/or regional offices, as well as enables access to AVID Center’s portfolio of additional paid products and services. This includes but is not limited to:
 - Access to training for the AVID Elementary Site Team(s) through AVID Summer Institute (“SI”) or AVID Ignite*;
 - Access to training for the District Director at AVID Summer Institute or AVID Ignite*;
 - Access to coaching visits for implementation guidance;
 - AVID Center technical assistance for the District Director;
 - Coordination with Client’s District Director to collect, report, and analyze data from AVID Member Sites;
 - Permission to use the AVID Trademarks as described in the AVID Center General Terms and Conditions;
 - AVID Elementary Weekly (web-based curriculum tools, such as news articles, infographics, videos, and images, that teach critical reading skills, based on critical reading strategies developed by AVID Center) for each AVID Member Site listed on the Quote/Order or Subsequent Quote/Order implementing AVID Elementary; and
 - Assistance in disseminating information about AVID to school sites interested in implementing AVID Elementary.

- c. AVID Reports: AVID Center agrees to provide Client with access to reports on AVID data collected by Client.
- d. Access to AVID Summer Institute/AVID Ignite*: AVID Center agrees to provide Client and its listed AVID Member Sites access to AVID Summer Institute and/or AVID Ignite*. Client and its listed AVID Member Sites may attend Communities of Practice at AVID Summer Institute or AVID Ignite*, including the implementation-level Communities of Practice appropriate for their level of implementation (i.e., Elementary). Planning districts and sites are restricted from attending any of the implementation-level Communities of Practice offered but can attend all other Communities of Practice offered for their program level.
- e. Licensing Benefits: Membership includes a license to use the AVID Trademarks to promote the AVID Member Sites' implementation of the AVID College and Career Readiness Framework, to use and implement the AVID Methodologies, and to copy the student activity sheets from the AVID Materials for educational purposes relating to AVID, all pursuant to the provisions of the AVID Center General Terms and Conditions and as described herein. Licensing runs concurrently with the Term of the Quote/Order or Subsequent Quote/Order.
- f. Annual Membership/License Fee: Client agrees to pay AVID Center an annual membership/license fee based on the total number of AVID Member Sites in Client's AVID program according to the pricing schedule set forth on the Quote/Order or Subsequent Quote/Order.
- g. AVID Elementary Methodology: AVID Elementary classrooms will embed the AVID Methodologies across the curriculum and school day as designated in the implementation resources. Client will not materially deviate from the AVID Methodologies without the prior written consent of the Chief Executive Officer of AVID Center.
- h. AVID Elementary Staff Training: Client agrees to provide, at its expense, ongoing training for all AVID Elementary administrators, classroom teachers, and staff through AVID professional learning.
- i. Site Teams at AVID Summer Institute/AVID Ignite*: AVID Center is committed to assisting Client with a successful implementation. In the initial year of implementation, Client agrees to enroll a minimum of four (4) participants into AVID Summer Institute/AVID Ignite* for each newly implementing Elementary site, unless AVID Center agrees to a lesser number on the Quote/Order or Subsequent Quote/Order. The AVID Elementary Site Team will include the site principal and classroom teachers from the initial implementation grade level. The AVID District Director attends at no additional cost and shall not be included in the minimum number of participants required per Site Team. If AVID Ignite* is taken instead of AVID Summer Institute, prices will be adjusted accordingly upon completion of the training event. Client will be invoiced for the greater of the number of participants from a site registered for the event or committed to on the Quote/Order or Subsequent Quote/Order. Client understands that travel, lodging, per diem costs, and any other costs are not included in the price of the participant registration.
- j. AVID Curriculum Library: The AVID teachers and students benefit from the classroom strategies and activities provided in the AVID Curriculum Library. The AVID Elementary Curriculum Library consists of a set of AVID publications and materials. To ensure proper implementation of AVID Elementary, Client agrees to purchase at least one (1) complete AVID Elementary Curriculum Package for each AVID Member Site newly implementing AVID Elementary, as listed on the Quote/Order or Subsequent Quote/Order. Curriculum Library prices are set forth on the Quote/Order or Subsequent Quote/Order, if ordered. Client shall be entitled to use the AVID Elementary Curriculum Package only at the AVID Member Sites for which the materials were originally purchased. The AVID Elementary Curriculum Package is not transferable. Client and its AVID Member Sites agree to ensure that each AVID classroom has adequate AVID materials. The use of the Curriculum Library, which is part of the AVID Materials, will also be subject to the provisions of the AVID Center General Terms and Conditions. New sites that purchase the library

will have access to the Digital Elementary Library for 2 years. Each site will have access to four (4) licenses that they can assign. After the 2 years, sites can purchase the four (4) licenses for \$750 per year.

- k. Curriculum Shipment(s): If ordered on the Quote/Order or Subsequent Quote/Order, AVID Center will ship AVID Curriculum Libraries upon full execution of the AVID Center Products and Services Quote/Order or Subsequent Quote/Order once materials are in stock, upon Client provision of purchase order or form of payment (unless indicated otherwise on the Quote/Order or Subsequent Quote/Order), and in accordance with the preferred shipping date requested by Client as indicated on the Agreement Request portal as the "Preferred Shipping Date." Curriculum will be shipped to the address provided by Client. Client confirms that this date and location reflect the best time and location for receipt of shipment. Client should allow a few weeks on either side of the preferred shipping date as unforeseen circumstances may occur in the supply chain. Please allow additional time if the preferred shipping date is within three to four (3–4) weeks of AVID Center's receipt of a fully executed copy of the Quote/Order or Subsequent Quote/Order and purchase order or form of payment. The preferred shipping date is provided for Client's convenience only. AVID Center's collection and Client's provision of such date does not constitute an affirmation of fact or promise, nor does it create an obligation of law or in equity on behalf of AVID Center if materials do not arrive within the given time frame. Client agrees that AVID Center makes no remedial promise and does not expressly intend to create a warranty or guarantee for any loss or damage, whether material or immaterial, arising from the late or early shipment of materials. AVID Center will send curriculum via standard ground delivery service. Any request by Client to expedite shipping will be at the expense of Client and subject to availability of the item(s) ordered.

*Clients entering their first year of AVID implementation agree to attend AVID Summer Institute as the preferred option. For continued professional learning opportunities offered in the summer, clients in year two and beyond are encouraged to attend AVID Summer Institute and/or AVID Ignite.

October 11, 2022