



AVID Excel® Participation

- a. **AVID Excel:** AVID Excel is a middle school program designed to increase the college readiness of designated English Language Learner (ELL) students. The goal of AVID Excel is to change the trajectory of long-term English language learners by accelerating language acquisition, developing literacy, and placing AVID Excel students on a path to high school AVID and college preparatory coursework.
- b. **AVID Excel Participation:** By signing the Quote/Order or Subsequent Quote/Order and paying the associated Participation fee for each participating site and a one-time curriculum fee per site, Client and their school sites listed in the Quote/Order or Subsequent Quote/Order will be considered AVID Excel “Participant(s).” Participation runs concurrently with the Term of the Quote/Order or Subsequent Quote/Order.
- c. **AVID College and Career Readiness Framework and Materials:** Participation entitles Client to implement AVID Excel only at the Participant school sites listed in the Quote/Order or Subsequent Quote/Order and to use the licensed AVID Trademarks, copyrights, and other intellectual property strictly for Client’s AVID Excel participation pursuant to the provisions of the AVID Center General Terms and Conditions and as described herein.
- d. **AVID Center Support:** AVID Center agrees to provide support to Client through AVID Center’s national and/or regional offices. Participation includes support from AVID Center’s national office in the following ways:
 - Access to resources, including but not limited to recruiting documents, coaching materials, and training modules;
 - Access to updates of curriculum and other resources;
 - Access to phone and email support tailored to AVID Excel;
 - Coordination with Client to collect, report, and analyze data from participant schools;
 - Access to ongoing AVID Excel development through various professional learning sessions and workshops;
 - Permission/license to use the AVID Trademarks and other intellectual property as described in the AVID Center General Terms and Conditions; and
 - Access to the resources available through the password-protected MyAVID portal website.
- e. **Licensing Benefits:** Participation includes a license to use the AVID Trademarks to promote Client’s implementation of AVID Excel, to use and implement the AVID Methodologies, and to copy the student activity sheets from the AVID Materials at the school sites listed as Participants (sites purchasing Participation fee) in the Quote/Order or Subsequent Quote/Order 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 Participation/License Fee:** Client agrees to pay AVID Center an annual Participation fee for each participant site according to the pricing schedule set forth in the Quote/Order or Subsequent Quote/Order.
- g. **AVID Methodologies:** Client agrees to implement AVID Excel according to AVID guidelines and teaching methodologies (collectively “AVID Methodologies”) set forth in the AVID publications, guidebooks, and materials (collectively “AVID Materials”) or otherwise established by AVID

Center, as the same may be modified and/or updated by AVID Center from time to time at AVID Center's discretion. Client will not materially deviate from the AVID Methodologies without the prior written consent of the Chief Executive Officer of AVID Center. Client is responsible for each of its school site's compliance with the AVID Center General Terms and Conditions and the additional terms described herein.

- h. Student Selection: Client agrees to select students for AVID Excel in accordance with the selection criteria established in the AVID Excel recruiting process. Student selection criteria may be modified and/or updated by AVID Center from time to time at AVID Center's sole discretion.
- i. AVID Excel District Lead: To effectively disseminate and build a strong district AVID Excel program, AVID Center coordinates professional learning and networking with AVID District Directors who are serving as the AVID Excel District Lead. The primary role of the District Director is to coordinate support for AVID Excel within Client's school system. These individuals accept responsibility for ensuring the implementation of the AVID Excel program components according to the AVID Methodologies and for facilitating the development of site conditions that ensure effective AVID Excel participation. The AVID District Director who is overseeing AVID Excel is required to be present at both the Professional Learning and Coaching Sessions for Years 1 and 2.
- j. District Virtual Professional Learning and Coaching Sessions: Client agrees to purchase and participate in virtual professional learning and coaching sessions. AVID Excel coaches or regional program support staff will meet regularly with the building administrators, the AVID District Director, and AVID Excel teachers to discuss progress and provide support needed by the site.
- k. AVID Summer Institute/AVID Ignite*: Client agrees to register for and attend an AVID Summer Institute or AVID Ignite* training in the first year of participation for the AVID Excel District Lead in addition to a Site Team with a minimum of six (6) members per Participant site. The Site Team will include AVID Excel teachers, a building administrator(s), and four (4) AVID Excel content-area teachers. In Years 2 and 3 of participation, the AVID Excel District Lead is required to attend, in addition to a Site Team with a minimum of two (2) members, including the AVID Excel site administrator and AVID Excel teacher, unless there are multiple AVID Excel teachers, in which case all must attend. The AVID District Director attends at no additional cost and shall not be included in the minimum number of participants required per Site Team.
- l. AVID Excel Curriculum Set(s): Client agrees to purchase at least one (1) complete AVID Excel Curriculum Set for each site in their initial year of participation in AVID Excel and one (1) complete AVID Excel Curriculum Set for the district office. Participant sites in their second year and beyond will continue to have access to the AVID Excel Curriculum materials electronically throughout their participation. AVID Excel Curriculum Set prices are set forth in the Quote/Order or Subsequent Quote/Order. Client shall be entitled to use AVID Excel Curriculum Sets only at the specific school sites listed in the Quote/Order or Subsequent Quote/Order for which the materials were originally purchased. AVID Excel Curriculum Sets are not transferable. Client and its individual AVID school sites agree to ensure that each AVID Excel classroom has adequate AVID Excel curriculum materials. The use of the AVID Excel Curriculum Sets, which are part of the AVID Materials, will also be subject to the provisions of the AVID Center General Terms and Conditions.
- m. Curriculum Shipment: AVID Center will ship AVID Excel Curriculum Libraries upon full execution of the 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." Client confirms that this date reflects the best time 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 Quote/Order or Subsequent Quote/Order. 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