



## **AVID Secondary Membership and Curriculum**

**AVID Secondary:** AVID Secondary is for students in grades 6–12. It equips teachers and schools with what they need to help students succeed on a path to college and career success. AVID has the ability to impact students in the AVID Elective class and all students throughout the campus. AVID impacts the entire school by providing classroom activities, teaching practices, and academic behaviors that can be incorporated into any classroom to improve engagement and success for all students. Teachers can take what they have learned at AVID training back to any classroom to help all students, not just those in the AVID Elective, to become more college- and career-ready. Through the AVID Elective course, students receive the additional academic, social, and emotional support that will help them succeed in their school's most rigorous courses. The infrastructure of AVID success is developed at the school site level. While AVID Center staff provide technical support, ongoing professional learning, and consultative/collaborative assistance, the external staff (AVID Center employees) are supplemental to AVID success in the district and in the schools.

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

- 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 provisions of the AVID Center General Terms and Conditions and as described herein.
- b. **AVID Center Support for Secondary:** AVID Center agrees to provide support to Client for its Secondary AVID Member Sites through the District Director and in conjunction with AVID Center’s national and/or regional offices. Membership for Client and AVID Member Sites implementing the Secondary 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 Site Team(s) and AVID Elective teacher(s) through AVID Summer Institute (“SI”) or AVID Ignite\*;
  - Access to training for the District Director through AVID District Leadership (ADL) training, regional/state meetings, and Summer Institute or AVID Ignite\*;
  - Access to other quality continuing professional learning trainings or services, such as AVID Path to Schoolwide and AVID ElevateXP trainings, AVID Weekly, and others;
  - Access to the resources available through the password-protected MyAVID portal website;
  - Coordination with Client’s District Director to collect, report, and analyze data from Client and AVID Member Sites;
  - Review of the quality of implementation through the certification processes;
  - Access to ongoing AVID College and Career Readiness System development through various regional workshops and online offerings;
  - Permission to use the AVID Trademarks as described in the AVID Center General Terms and Conditions; and
  - Assistance in disseminating information about AVID to Client’s potential new AVID middle school and high school sites.

- 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., Secondary). 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 Secondary Methodology: Client agrees to implement AVID 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 implement the AVID Methodologies in the AVID Elective class and in academic subject-area classes. 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 AVID Member Site's compliance with the AVID Center General Terms and Conditions and the additional terms described herein.
- h. AVID Secondary Student Selection: Client agrees to select students for AVID in accordance with the selection criteria established in the AVID Methodologies. AVID Methodologies may be modified and/or updated by AVID Center from time to time at AVID Center's sole discretion. Any modifications or updates will be made available to Client and its AVID Member Sites via the MyAVID portal.
- i. AVID Secondary Staff Training: Client agrees to provide, at its expense, ongoing training for Site Coordinators and AVID Site Teams at AVID Member Sites.
- j. Core 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 eight (8) participants into AVID Summer Institute for each newly implementing Secondary site unless AVID Center agrees to a lesser number on the Quote/Order or Subsequent Quote/Order. The AVID District Director attends at no additional cost and shall not be included in the minimum number of participants required per Site Team. AVID Center recommends sending a Site Team that includes the principal, counselor, AVID Elective teacher, AVID Site Coordinator, and core subject-area teachers. AVID Center recommends that AVID Member Sites implementing the second year of the Secondary program send or enroll teams of at least five (5) members and encourages AVID Member Sites to continue to register for Summer Institute or AVID Ignite\* in subsequent years to maintain and enhance the quality of AVID at their sites. 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 registration.

- k. Professional Learning: Client agrees to conduct AVID professional learning for its AVID Member Sites based on AVID Center's national model of providing Site Coordinator workshops and Site Team conferences. The agenda for professional learning sessions will be based on school needs, on AVID Center's national model for coordinator workshops, on topics and agendas provided in training materials, and on the content areas related to educational reform initiatives in public schools in Client's state.
- l. AVID Curriculum Library: The AVID teachers and students benefit from the classroom strategies and activities provided in the AVID Curriculum Library. The AVID Secondary Curriculum Library consists of a set of AVID publications and materials. To ensure proper implementation of AVID Secondary, Client agrees to purchase at least one (1) complete AVID Curriculum Library for each AVID Member Site newly implementing AVID Secondary, as listed on the Quote/Order or Subsequent Quote/Order. AVID Curriculum Library prices are set forth on the Quote/Order or Subsequent Quote/Order, if ordered. Client shall be entitled to use an AVID Secondary library only at the AVID Member Sites for which the materials were originally purchased. AVID libraries are not transferable. Client and its individual AVID Member Sites agree to ensure that each AVID classroom has adequate AVID curriculum materials. The use of the AVID Curriculum Libraries, which are 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 Secondary Library for 2 years. Each site will have access to eight (8) licenses that they can assign. After the 2 years, sites can purchase the eight (8) licenses for \$750 per year.
- m. 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 as 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 timeframe. 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