



AVID Emerge™ Participation

- a. **AVID Emerge™**: AVID Emerge serves a broad range of language proficiencies within an English Language Development (ELD) class at the elementary and secondary levels. This product can be utilized by educators who support multilingual scholars, instructional coaches, or multilingual learner supervisors. AVID Emerge accelerates academic language acquisition by intentionally integrating the four language domains into instructional routines.
- b. **AVID Emerge Participation**: By signing the Quote/Order or Subsequent Quote/Order and paying the associated Participation fee for each participating teacher and a one-time professional learning fee per person, sites listed in the Quote/Order or Subsequent Quote/Order will be considered AVID Emerge “Participant(s).” Participation runs concurrently with the Term of the Quote/Order or Subsequent Quote/Order.
- c. **AVID Materials**: Participation entitles Client to implement AVID Emerge based on the number of individual subscriptions indicated on the Quote/Order or Subsequent Quote/Order and to use the licensed AVID Trademarks, copyrights, and other intellectual property strictly for Client’s AVID Emerge 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 office. Participation includes support from AVID Center’s national office in the following ways:
 - Access to resources, including but not limited to the AVID Emerge online “toolkit” available through the password-protected MyAVID portal website and professional learning resources in the first year; and
 - Permission/license to use the AVID Trademarks and other intellectual property as described in the AVID Center General Terms and Conditions.
- e. **Licensing Benefits**: Participation includes a license to use the AVID Trademarks to promote Client’s implementation of AVID Emerge, 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 individual participant according to the pricing schedule outlined in the Quote/Order or Subsequent Quote/Order.
- g. **AVID Methodologies**: Client agrees to implement AVID Emerge 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 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 sites’ compliance with the AVID Center General Terms and Conditions and the additional terms described herein.

- h. AVID Emerge Professional Learning: Client agrees that subscribing individuals will register for and attend the 12-hour professional learning in an AVID Path to Schoolwide® or AVID ElevateXP® session in the first year of participation.

October 23, 2023