Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Elementary Membership

As per AVID Elementary Membership being listed on an approved Quote, this Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Elementary Membership ("AVID Elementary Membership Exhibit") is hereby fully incorporated into the Agreement by and between AVID Center and the Client named on the Quote. The following terms and conditions are in addition to the Standard Terms and Conditions; in the event of a conflict between the Standard Terms and Conditions and this Exhibit, the terms and conditions of this Exhibit shall apply.

Article I. AVID Membership Benefits

1.1 AVID Membership: "AVID Members" or "AVID Member Sites" are those school sites listed on a Quote as implementing one or more AVID programs—Elementary, or Elementary/Secondary. Annual membership runs concurrently with the Term of this Exhibit.

1.2 AVID College Readiness System and Materials: Client is entitled to implement the applicable AVID program(s) only at the AVID Member Sites listed on the Quote, and to use the licensed AVID trademarks, libraries, and student materials for the AVID Member Sites' AVID College Readiness System pursuant to the provisions of this Exhibit.

1.3 AVID Center Support for AVID 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 divisional offices. AVID Elementary support includes:

- Access to training for the AVID Elementary site team(s) through AVID Summer Institute;
- Access to training for the District Director at AVID Summer Institute and through the AVID District Leadership Training;
- 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 Standard Terms and Conditions;
- Elementary AVID Weekly for each AVID Member Site listed on the Quote as implementing the Elementary program; and
- Assistance in disseminating information about AVID to school sites interested in implementing AVID Elementary.

1.4 AVID Reports: AVID Center agrees to provide Client with reports on AVID data collected by Client.

1.5 AVID Summer Institute: AVID Center agrees to provide Client and its listed AVID Member Sites access to AVID Summer Institute. Client and its listed AVID Member Sites may attend strands at AVID Summer Institutes including the Implementation strands appropriate for their level of implementation (i.e. Elementary. Planning districts and sites are restricted from attending any of the Implementation strands offered but can attend all other strands offered for their program level.

1.6 Licensing Benefits: Membership includes a license to use the AVID Trademarks to promote the AVID Member Sites' implementation of the AVID College Readiness System, 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 this Exhibit. Licensing runs concurrently with the Term of this Exhibit.

1.7 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.

Article II. Term of Exhibit

2.1 Term: The parties agree that this Exhibit shall be in effect from July 1, 2017 to June 30, 2018 unless earlier terminated as provided for in the Standard Terms and Conditions ("Term").

Article III. Client Responsibilities

3.1 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.

3.2 AVID Elementary Staff Training: Client agrees to provide at its expense, ongoing training for all AVID Elementary administrators, classroom teachers and staff through AVID Summer Institute teams.

3.3 AVID Summer Institute: All AVID Member Sites in Year 1 of implementing the AVID Elementary program will send a minimum of four (4) participants (unless AVID agrees to a lesser number on the Quote) to an AVID Summer Institute. The AVID Elementary site team will include a site administrator and lead teachers. The AVID District Director attends at no additional cost and shall not be included in the minimum number of participants required per site team. The AVID Summer Institute registration pricing is listed on the Quote. Client understands that travel, lodging, per diem costs and any other costs are not included in the price of the participant registration.

3.4 Data Collection: On at least an annual basis, according to the timeline established by AVID Center, Client shall collect data pertaining to student demographics, course enrollment, site characteristics and related outcomes specified by AVID Center and provide that data to AVID Center via their secure web portal. Client shall also submit such individual student academic and disciplinary data concerning AVID participants as AVID Center may specify. AVID Center's data collection process conforms to the privacy protections specified in the federal Family Educational Rights and Privacy Act (FERPA). AVID Center will maintain as confidential any personally identifiable student information or information that is privileged or confidential under federal or state law and that is conspicuously marked by Client as "privileged" or "confidential" before Client delivers to AVID Center. AVID Center will destroy all individual student data when it is no longer needed for reporting purposes. Client reserves the right to withhold, revise, and/or edit certain confidential data such as student names, Social Security numbers and any other information the disclosure of which would violate FERPA. AVID Center agrees not to use any of the data collected under this Section 3.4 in a manner that would violate, or cause Client to violate, any applicable provision of FERPA.

Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Secondary Membership

As per AVID Secondary Membership being listed on an approved Quote, this Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Secondary Membership ("AVID Secondary Membership Exhibit") is hereby fully incorporated into the Agreement by and between AVID Center and the Client named on the Quote. The following terms and conditions are in addition to the Standard Terms and Conditions; in the event of a conflict between the Standard Terms and Conditions and this Exhibit, the terms and conditions of this Exhibit shall apply.

Article I. AVID Membership Benefits

1.1 AVID Membership: "AVID Members" or "AVID Member Sites" are those school sites listed on the Quote as implementing one or more AVID programs—Secondary, or Elementary/Secondary. Annual membership runs concurrently with the Term of this Exhibit.

1.2 AVID College Readiness System and Materials: Client is entitled to implement the applicable AVID program(s) only at the AVID Member Sites listed on the Quote, and to use the licensed AVID trademarks, libraries, and student materials for the AVID Member Sites' AVID College Readiness System pursuant to the provisions of this Exhibit and the Standard Terms and Conditions.

1.3 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 divisional offices. Membership for Client and AVID Member Sites implementing the Secondary Program includes support from AVID Center's national and/or divisional offices in the following ways:

- Access to training for the AVID site team(s) and AVID elective teacher(s) through AVID Summer Institute;
- Access to training for the District Director through AVID District Leadership Training (ADL), divisional/state meetings and Summer Institute;
- Access to other quality continuing professional learning trainings or services such as AVID Path to Schoolwide Trainings, AVID Weekly, AVID Roadtrip Nation Experience, 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 the quality of implementation through the certification processes;
- Access to ongoing AVID College Readiness System development through various divisional workshops and online offerings;
- Permission to use the AVID Trademarks as described in the Standard Terms and Conditions;
- Assistance in disseminating information about AVID to Client's potential new AVID middle school and high school sites.

1.4 AVID Reports: AVID Center agrees to provide Client with access to reports on AVID data collected by Client.

1.5 AVID Summer Institute: AVID Center agrees to provide Client and its listed AVID Member Sites access to AVID Summer Institute. Client and its listed AVID Member Sites may attend strands at AVID Summer Institutes including the Implementation strands appropriate for their level of implementation (i.e. Secondary). Planning districts and sites are restricted from attending any of the Implementation strands offered but can attend all other strands offered for their program level.

1.6 Licensing Benefits: Membership includes a license to use the AVID Trademarks to promote the AVID Member Sites' implementation of the AVID College Readiness System, 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 this Exhibit. Licensing runs concurrently with the Term of this Exhibit.

1.7 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.

Article II. Term of Exhibit

2.1 Term: The parties agree that this Exhibit shall be in effect from July 1, 2017 to June 30, 2018 unless earlier terminated as provided for in the Standard Terms and Conditions ("Term").

Article III. Client Responsibilities

3.1 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 from time to time at AVID'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 Sites' compliance with this Exhibit.

3.2 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 from time to time at AVID's sole discretion. Any modifications or updates will be made available to the Client and its AVID Member Sites via the MyAVID portal.

3.3 AVID Secondary Staff Training: Client agrees to provide, at its expense, ongoing training for site coordinators and AVID site teams at AVID Member Sites.

3.4 AVID Summer Institute: Client agrees to ensure that each secondary site in their initial year of implementing AVID Secondary will send a minimum of eight (8) participants (unless AVID agrees to a lesser number on the Quote) to an AVID Summer Institute. 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 coordinator, and core subject area teachers. AVID Center recommends AVID Member Sites implementing the second year of the Secondary program send teams of at least five (5) members and encourages AVID Member Sites to continue to send teams to its Summer Institute in subsequent years to maintain and enhance the quality of AVID at their sites. The AVID Summer Institute registration pricing is listed on the Quote. Client understands that travel, lodging, per diem costs and any other costs are not included in the price of the registration.

3.5 Professional Learning: Client agrees to conduct AVID professional learning for its AVID Member Sites based on AVID's national model of providing site coordinator workshops and site team conferences. Agenda for professional learning sessions will be based on school needs, on AVID'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.

3.6 Data Collection: On at least an annual basis, according to the timeline established by AVID Center, Client shall collect data pertaining to student demographics, course enrollment, site characteristics and related outcomes specified by AVID Center and provide that data to AVID Center via their secure web portal. Client shall also submit such individual student academic and disciplinary data concerning AVID participants as AVID Center may specify. AVID Center's data collection process conforms to the privacy protections specified in the federal Family Educational Rights and Privacy Act (FERPA). AVID Center will maintain as confidential any personally identifiable student information or information that is privileged or confidential under federal or state law and that is conspicuously marked by Client as "privileged" or "confidential" before Client delivers to AVID Center. AVID Center will destroy all individual student data when it is no longer needed for reporting purposes. Client reserves the right to withhold, revise, and/or edit certain confidential data such as student names, Social Security numbers and any other information the disclosure of which would violate FERPA. AVID Center agrees not to use any of the data collected under this Section 3.6 in a manner that would violate, or cause Client to violate, any applicable provision of FERPA.