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# AVID Center Quote

**Quote #: Q-01990**
**San Leandro Unified Sch Dist**
**14735 Juniper St**
**San Leandro, CA 94579**
**Quote Prepared For:**
**San Leandro Unified School District**

**AVID Representative: Robyn Grand**
**Phone: 858.380.4717**
**Email: rgrand@avid.org**

| Bancroft Middle School | | | |
|---|---|---|---|
| QTY | PRODUCT NAME | UNIT PRICE | EXTENDED PRICE |
| | | | |
| 1 | AVID Membership Fees Secondary | $3,899.00 | $3,899.00 |
| | | Bancroft Middle School SUBTOTAL: | **$3,899.00** |

| John Muir Middle School | | | |
|---|---|---|---|
| QTY | PRODUCT NAME | UNIT PRICE | EXTENDED PRICE |
| | | | |
| 1 | AVID Membership Fees Secondary | $3,899.00 | $3,899.00 |
| | | John Muir Middle School SUBTOTAL: | **$3,899.00** |

| San Leandro High School | | | |
|---|---|---|---|
| QTY | PRODUCT NAME | UNIT PRICE | EXTENDED PRICE |
| | | | |
| 1 | AVID Membership Fees Secondary | $3,899.00 | $3,899.00 |
| | | San Leandro High School SUBTOTAL: | **$3,899.00** |

| Thomas Jefferson Elem School | | | |
|---|---|---|---|
| QTY | PRODUCT NAME | UNIT PRICE | EXTENDED PRICE |
| | | | |
| 1 | AVID Membership Fees Elementary School | $2,925.00 | $2,925.00 |
| 1 | AVID Weekly Elementary | $550.00 | $0.00 |
| | | Thomas Jefferson Elem School SUBTOTAL: | **$2,925.00** |

| | | |
|---|---|---|
| | **TOTAL:** | $14,622.00 |

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**Additional Comments:**

N/A

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# AVID Standard Terms and Conditions

This AVID College Readiness System Services and Products Agreement ("Agreement") is entered into by and between AVID Center, a California non-profit corporation ("AVID Center") and San Leandro Unified School District ("Client").

## Article I. Definitions

1.1. AVID College Readiness System Services and Products Agreement ("Agreement"): The Agreement consisting of these AVID Standard Terms and Conditions, Quote(s), Exhibit(s), and any other applicable, incorporated addenda.

1.2. AVID College Readiness System: The AVID College Readiness System consists of AVID Elementary, AVID Secondary, and AVID *for* Higher Education. Client may choose to implement (order) one or more of these components of the AVID College Readiness System as indicated on Quote(s).

(a) AVID Elementary is a foundational component for elementary sites (grades K–8), designed as an embedded, sequential academic skills resource. It is intended for non-elective, multi-subject, multi-ability level classrooms.

(b) AVID Secondary consists of the AVID Elective class as the core and content area teachers using AVID strategies as school-wide implementation.

(c) AVID *for* Higher Education works with postsecondary institutions to support students with the goal of increasing academic success, persistence and completion rates.

1.3. AVID Materials: Any material, in any medium, printed or electronic, produced by AVID Center as a resource for Client's implementation of AVID Elementary, AVID Secondary, or AVID *for* Higher Education.

1.4. AVID Member Site: Any Client that implements (orders membership corresponding to) AVID Elementary and/or AVID Secondary, or AVID *for* Higher Education.

1.5. AVID Methodologies: Those methodologies that, when combined, form the core of AVID Elementary, AVID Secondary, or AVID *for* Higher Education.

1.6. AVID Programs: Other AVID offerings that are supplementary to AVID Elementary, AVID Secondary, or AVID *for* Higher Education (with the corresponding program indicated in parentheses in this Paragraph). Some of the specific AVID Programs are further defined in a corresponding Exhibit. This list is subject to change without notice: AVID Excel (AVID Secondary); AVID Summer Bridge (AVID Secondary); AVID Weekly (versions for each: AVID Elementary, AVID Secondary, AVID *for* Higher Education. AVID Elementary and AVID *for* Higher Education subscriptions are included as part of membership; AVID Secondary subscriptions are included in Middle School and High School Libraries, if so ordered by Client).

1.7. Service and Product Exhibits: The language in this Agreement that relate specifically to a corresponding service or product ordered on the Quote(s).

1.8. Payment Terms: The terms of when payment is due, as listed in this Agreement.

1.9. Quote: The order document that is fully incorporated into this Agreement.

## Article II. Period of Agreement

2.1. Term: The Term ("Term") of this Agreement shall be July 01, 2018 to June 30, 2019 unless earlier terminated as provided herein.

## Article III. Licenses and Proprietary Rights

3.1. Copyright License: Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client a non-transferable license, without the right to sublicense, to distribute, reproduce, and display the AVID Materials and AVID Methodologies solely to implement AVID Elementary and/or AVID Secondary, or AVID *for* Higher Education as ordered on Quote(s), during the period listed in the corresponding Exhibit, and for no other purpose.

(a) Client may distribute, reproduce, and display the AVID Materials only to appropriate staff and students of the AVID Member Sites listed in Quote(s), for the sole purpose of implementing the specified AVID service or product at the AVID Member Sites and for no other purpose. Client will not permit any of the AVID Materials or AVID Methodologies to be used by anyone other than the AVID Member Sites.

(b) Further, Client will only distribute, display, photocopy, reproduce or otherwise duplicate, those AVID Materials and AVID Methodologies corresponding to the specific AVID service or product listed for each AVID Member Site in Quote(s). [For example, if Quote(s) specifies both AVID Elementary and AVID Secondary membership at ABC School Site, but only specifies AVID Elementary membership at XYZ School Site, Client will not distribute, display, photocopy, reproduce, duplicate, or otherwise make available the AVID Secondary Materials and Methodologies to XYZ School Site.]

(c) Client and any AVID Member Sites will not distribute, display, photocopy, reproduce or otherwise duplicate, all or any part of the AVID Materials or AVID Methodologies to anyone other than the AVID Member Sites without AVID Center's prior written consent.

(d) Should Client wish to make any of the AVID Materials or AVID Methodologies accessible to its AVID Member Sites through the Internet, it will do so on a password-protected website, and it will ensure that only appropriate staff and students of the AVID Member Sites are allowed access to the website.

(e) Should Client wish to make electronic versions of any of the AVID Materials or AVID Methodologies available for

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download by its AVID Member Sites, it will ensure that only appropriate staff and students of the AVID Member Sites are allowed access to those materials, and it will require that those staff and students agree not to distribute, reproduce, display, or transfer those materials to anyone other than appropriate staff and students of the AVID Member Sites before downloading those materials.

(f) Client and any AVID Member Sites shall not modify or otherwise alter the AVID Materials or AVID Methodologies in any way, or create or distribute any derivative works of the AVID Methodologies or the AVID Materials in any way. Client also agrees not to use or adopt the AVID Methodologies or AVID Materials with respect to any educational or other program except solely to implement AVID under the provisions of this Agreement.

(g) Client and any AVID Member Sites acknowledge that they do not have the right to sell, sublicense, transfer, or lease any of the AVID Materials or AVID Methodologies to any person or entity.

3.2. Trademark License: Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client during the Term a non-exclusive, non-transferable, indivisible license, without the right to sublicense, to use the AVID trademarks (collectively "AVID Trademarks"), (a) only as they are incorporated in the AVID Materials, and (b) only on advertising flyers and written promotional materials created by Client or the AVID Member Sites listed in Quote(s) in order to promote and implement AVID at those AVID Member Sites. Client agrees that it will use its best efforts to use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks. Client agrees that it or its AVID Member Sites will not use any of the AVID Trademarks as a corporate or business entity name, as a fictitious business name or as a trade name, and will not use any name in such capacity that is confusingly similar to the AVID Trademarks. Client further acknowledges and agrees that it and its AVID Member Sites cannot modify or otherwise alter any of the AVID Trademarks or use any other designs or logos in conjunction with its use of the AVID Trademarks. Client cannot use the AVID Trademarks for any educational or other program other than to implement AVID at the Member Sites listed in Quote(s) consistent with the above license. Client and its AVID Member Sites will always use the proprietary symbol ® immediately adjacent to the respective AVID Trademarks as noted above with respect to their use of the AVID Trademarks. If Client or its Member Sites desire to use or place the AVID Trademarks on any products, things, or other merchandising items in order to promote AVID, it must first seek and obtain permission from AVID Center by completing AVID Center's Request to Use AVID Center Trademark Form and complying with any of AVID Center's conditions for approval. Any such additional uses of the AVID Trademarks approved by AVID Center shall also be subject to the terms of this license and the other provisions of this Article III.

3.3. Rights Reserved: Notwithstanding anything to the contrary in this Agreement, all rights not specifically granted in this Agreement to Client shall be reserved and remain always with AVID Center.

3.4. Proprietary Rights: The parties agree that AVID Center shall solely own and have exclusive worldwide right, title and interest in and to the AVID Trademarks, AVID Materials and AVID Methodologies, to all modifications, enhancements and derivative works thereof, and to all United States and worldwide trademarks, service marks, trade names, trade dress, logos, copyrights, rights of authorship, moral rights, patents, know-how, trade secrets and all other intellectual and industrial property rights related thereto ("Intellectual Property Rights"). Client shall not challenge, contest or otherwise impair AVID Center's ownership of the AVID Trademarks, AVID Materials or AVID Methodologies, or any of AVID Center's applications or registrations thereof, or the validity or enforceability of AVID Center's Intellectual Property Rights related thereto. Client also agrees not to submit any applications or otherwise attempt to register for itself or others any of the AVID Trademarks, AVID Materials or AVID Methodologies.

3.5. Enforcement: The parties agree that except to the limited extent expressly set forth in Paragraphs 3.1 and 3.2 above, AVID Center will be irreparably harmed and money damages would be inadequate compensation to AVID Center in the event Client breaches any material provision of Article III. Accordingly, all of the provisions of this Agreement shall be specifically enforceable by injunctive and other relief against Client without the requirement to post a bond, in addition to any other remedies available to AVID Center, for Client's breach of any provision of this Agreement.

3.6. Proprietary Notices: Client agrees not to remove, alter or otherwise render illegible any trademark, copyright or other proprietary right notices or other identifying marks from the AVID Materials or any permitted copies thereof.

3.7. Infringement: Client agrees to notify AVID Center of any conduct or actions on the part of third parties of which it becomes aware that might be deemed an infringement or other violation of AVID Center's rights in the AVID Trademarks, AVID Materials or AVID Methodologies. In such an event, AVID Center shall have the sole right to bring an action for infringement or other appropriate action with respect thereto. AVID Center shall exclusively control the prosecution and settlement of any such action. Client agrees to fully cooperate with AVID Center in any such action and provide AVID Center with all information and assistance reasonably requested by AVID Center.

3.8. Compliance with Laws: Client agrees that the AVID Trademarks, AVID Materials and AVID Methodologies will be used in accordance with all applicable laws and regulations and in compliance with any regulatory or governmental agency that has jurisdiction over Client and its educational programs.

3.9. 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 in a manner that would violate, or cause Client to violate, any applicable provision of FERPA.

3.10. Sole Source: AVID Center affirms that it is the sole source of the AVID College Readiness System to which competition may be precluded due to the existence of a patent, copyright, secret process, or monopoly. AVID Center's sole source development includes intellectual property—copyrights and trademarks—in the AVID Materials, licensing for reproduction of student activity sheets associated with the curriculum, technical assistance, training to teachers and administrators, and coordination of the AVID College Readiness System through consultation, data collection, and certification processes.

## Article IV. Compensation

4.1. Quotes—Invoicing and Payment: AVID Center will invoice Client upon execution of this Agreement and payment is due net 30. Should Client issue Purchase Order(s), the terms and conditions of this Agreement shall control for all Purchase Orders; no terms and conditions on Purchase Orders will apply to any part of this Agreement.

## Article V. Status of Parties

5.1. Independent Contractors: AVID Center and Client are independent contractors and their relationship is that of a licensor and licensee. This Agreement is not intended to create a relationship of employment, agency, partnership, joint venture, or similar arrangement between the parties. Neither party shall have any power or authority to bind or commit the other party in any respect, contractually or otherwise. In no event shall either party, or any of its respective officers, agents, or employees, be considered the officers, agents, or employees of the other party.

## Article VI. Authority

6.1. AVID Center Authority: AVID Center represents that the person signing this Agreement is authorized to enter into this Agreement on behalf of the non-profit AVID Center and to bind AVID Center to perform all of its obligations under this Agreement.

6.2. Client Authority: Client represents that it has obtained all necessary approvals and taken all necessary steps to enter into this Agreement. The person signing on behalf of Client represents that he or she has the authority to enter into this Agreement on behalf of Client and to bind Client to perform all of its obligations under this Agreement.

## Article VII. Termination

7.1. Termination for Cause: Subject to the last sentence of this Paragraph 7.1, either party has the right to terminate this Agreement at any time if the other party is in material breach of any warranty, term, condition or covenant of this Agreement and (i) fails to cure that breach within thirty (30) days of receiving notice from the non-breaching party which specifies such material breach and demands cure thereof, or (ii) fails to provide the non-breaching party assurance that the breach will be cured within a longer period of time which is acceptable to the non-breaching party. In the case of a breach by Client that is not cured as described above, AVID Center shall have the right to terminate Client's right to conduct all or part of an AVID product or service at one or more specific AVID Member Sites, by giving written notice to Client of the sites so terminated, without terminating this Agreement with respect to the other products or services at the particular AVID Member Site and/or other AVID Member Site(s) subject to this Agreement. Any termination under this Paragraph 7.1 will become effective automatically upon expiration of the cure period in the absence of a cure or mutually agreed-upon resolution. Notwithstanding the foregoing, any material breach by Client, which is further defined as a breach of any of the provisions of Article III, shall be deemed non-curable and AVID Center shall have the right to immediately terminate this Agreement upon such material breach by Client.

7.2. Termination Without Cause: Notwithstanding Paragraph 7.1 above, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

7.3. Cessation of Use: Upon termination or expiration of this Agreement: (a) the licenses in Article III shall automatically terminate and revert to AVID Center, (b) Client shall thereafter immediately discontinue AVID in all of its school sites and cease using the AVID Materials, AVID Methodologies, or AVID Trademarks in any way, and (c) Client shall pay any unpaid balances to AVID Center and remain liable for its obligations or other actions that accrued or occurred prior to the termination date.

7.4. Cumulative Remedies: All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise. In addition, Paragraphs 3.3, 3.4, 3.5, 3.6, 4.1, and all of the provisions of Articles VII and VIII shall survive the termination or expiration of this Agreement.

## Article VIII. General Provisions

8.1. Governing Law and Venue: If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, then (i) if AVID is the party initiating the action (e.g., as plaintiff), this Agreement shall be interpreted under the law of the State in which Client is located, the action shall be submitted to the exclusive jurisdiction of the applicable court in the city and State where Client is located and venue for the action shall be that city and State; and (ii) if Client is the party initiating that action (e.g., as plaintiff), this

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Agreement shall be interpreted under California law, the action shall be submitted to the exclusive jurisdiction of the applicable court in San Diego, California, and venue for the action shall be San Diego, California.

8.2. Entire Agreement: All Quotes, Exhibits, and other addenda to this Agreement are fully incorporated herein. This Agreement, including all addenda, constitutes the entire agreement between the parties regarding this subject matter hereof and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a written document signed by both parties.

8.3. Limitation of Liability: NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR NOT, THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, THE BREACH THEREOF, THE USE OR THE INABILITY TO USE THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, THE RESULTS GENERATED FROM THE USE OF THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, LOSS OF GOODWILL OR PROFITS AND/OR FROM ANY OTHER CAUSE WHATSOEVER.

8.4. Force Majeure: Neither party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

8.5. Severability: If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

8.6. Attorney Fees: In the event a dispute arises regarding this Agreement and a legal proceeding is brought by either party, each party shall be responsible for paying their own attorney fees regardless of the outcome or resolution of the dispute.

8.7. No Assignment, Delegation or Transfer: Client acknowledges that the favorable terms of this Agreement were granted solely to Client, and that the substitution of any party by Client would destroy the intent of the parties. Accordingly, Client shall have no right to assign, delegate, transfer or otherwise encumber this Agreement or any portion thereof without AVID Center's prior written consent, which can be withheld in its sole discretion.

8.8. Notice: All notices, requests or other communications under this Agreement shall be in writing, shall be sent to the designated representatives of the parties and shall be deemed to have been duly given on the date of service if sent by facsimile or electronic mail, or on the day following service if sent by overnight air courier service with next day delivery and with written confirmation of delivery, or five (5) days after mailing if sent by first class, registered or certified mail, return receipt requested.

8.9. Counterparts: This Agreement may be executed in several counterparts that together shall be originals and constitute one and the same instrument.

8.10. Waiver: The failure of a party to enforce any of its rights hereunder or at law or in equity shall not be deemed a waiver or a continuing waiver of any of its rights or remedies against the other party, unless such waiver is in writing and signed by the party to be charged.

8.11. Facsimile and Electronic Signatures: The parties hereto (i) each agree to permit the use, from time to time and where appropriate under the circumstances, of signatures sent via facsimile or electronically in a .pdf file or other digital format in order to expedite the transaction(s) contemplated by this Agreement; (ii) each intend to be bound by its respective signature sent by that party via facsimile or electronically in a .pdf file or other digital format; (iii) are each aware that the other, and the other's agents and employees, will rely on signature pages sent via facsimile or electronically in a .pdf file or other digital format; and (iv) each acknowledge such reliance and waive any defenses to the enforcement of this Agreement or of other documents effecting the transactions contemplated by this Agreement based on the signature page being a facsimile, .pdf copy or other digital format. The parties covenant to each other that each time they send a signature page via facsimile or electronically in a .pdf file or other digital format; they will in a timely manner send the other party the countersigned signature page(s).

## Article IX. Services and Products Exhibits

9.1 AVID Secondary Membership/Curriculum: "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 AVID Standard Terms and Conditions.

(a) 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 AVID Standard Terms and Conditions.

(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 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 AVID Standard Terms and Conditions;
- 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) 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.

(e) 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.

(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.

(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 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.

(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 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.

(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) 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, if ordered. 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'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.

(l) AVID Curriculum Library: The AVID teachers and students benefit from the classroom strategies and activities provided in the AVID Curriculum Library. Each type of Curriculum Library—Middle School or High School—consists of a set of AVID publications and materials.

(m) Curriculum Library: 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. AVID Curriculum Library prices are set forth on the Quote, 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 non-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 Standard Terms and Conditions.

(n) Curriculum Shipment(s): If ordered on the Quote, AVID Center will ship curriculum libraries upon full execution of the AVID College Readiness System Services and Products Agreement, once materials are in stock, upon Client provision of purchase order or form of payment (unless indicated otherwise on the Quote) and in accordance with the delivery date requested by Client, if provided. Curriculum will be shipped to the addresses 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 Requested Delivery Date as unforeseen circumstances may occur in the supply chain. Please allow additional time if Requested Delivery Date is within three (3) weeks of AVID Center's receipt of a fully executed copy of this Agreement and purchase order or form of payment. The Requested Delivery 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 the Client to expedite shipping will be at the expense of the Client and subject to availability of the item(s) ordered.

9.2 AVID Elementary Membership/Curriculum: "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.

(a) 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.

(b) 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 the AVID 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.

(c) AVID Reports: AVID Center agrees to provide Client with reports on AVID data collected by Client.

(d) 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.

(e) 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.

(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.

(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 Summer Institute.

(i) 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, if ordered. 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 Elementary Curriculum Package consists of a set of AVID publications and materials.

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(k) Curriculum Library: 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. Curriculum Library prices are set forth on the Quote, if ordered. Client shall be entitled to use the AVID Elementary Curriculum Package only at the AVID Member Sites listed on the Quote with the Program Name including Elementary and for which the materials were originally purchased. The AVID Elementary Curriculum Package is non-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 Standard Terms and Conditions.

(l) Curriculum Shipment(s): If ordered on the Quote, AVID Center will ship curriculum libraries upon full execution of the AVID College Readiness System Services and Products Agreement, once materials are in stock, upon Client provision of purchase order or form of payment (unless indicated otherwise on the Quote) and in accordance with the delivery date requested by Client, if provided. Curriculum will be shipped to the addresses 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 Requested Delivery Date as unforeseen circumstances may occur in the supply chain. Please allow additional time if Requested Delivery Date is within three (3) weeks of AVID Center's receipt of a fully executed copy of this Agreement and purchase order or form of payment. The Requested Delivery 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 the Client to expedite shipping will be at the expense of the Client and subject to availability of the item(s) ordered.

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**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates below their signatures, but such dates shall not alter the Term of this Agreement as specified herein:

| | AVID Center,<br>a California Non-Profit Corporation<br>501(c)(3) | San Leandro Unified School District |
|---|---|---|
| **Signature:** | DocuSigned by:<br>David Greulich<br>ECA8539C066844D... | DocuSigned by:<br>Joanne Clark<br>BB78E8E04D664DC... |
| **Print Name:** | David Greulich | Joanne Clark |
| **Title:** | Controller | Director of Prevention & Intervention |
| **Date:** | 6/13/2018 \| 7:46 AM PDT | 6/12/2018 \| 8:33 PM PDT |

**AVID Center**
**9797 Aero Drive, Suite 100**
**San Diego, CA 92123**
**Employer ID # 33-0522594**

*San Leandro Unified School District*
*Board Approval Date*