



AVID Elementary: AVID Elementary is for grades K–5 and closes the opportunity gap before it begins. By teaching and reinforcing academic behaviors and higher-level thinking at a young age, AVID Elementary teachers create a ripple effect in later grades. Elementary students develop the academic habits they will need to be successful in middle school, high school, and college, in an age-appropriate and challenging way. Children learn about organization, study skills, communication, and self-advocacy. AVID Elementary students take structured notes and answer and ask high-level questions that go beyond routine answers. The strong college-going culture on an AVID Elementary campus encourages students to think about their college and career plans. Schools cover their walls with college pennants and banners, and educators speak about their college experiences. College and careers are no longer foreign concepts, and teachers provide the academic foundation students need to be on a path for college and career success. Schools may begin AVID Elementary by training teachers across a certain grade level(s) or the entire campus.

AVID Elementary Membership/Curriculum: “AVID Members” or “AVID Member Sites” are those school sites listed on a Quote/Order or Subsequent Quote/Order as implementing one or more AVID programs—Elementary or Elementary/Secondary. Annual membership runs concurrently with the Term of the Quote/Order or Subsequent Quote/Order.

- a. **AVID College and Career Readiness System 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 the provisions of the AVID Center General Terms and Conditions and as described herein.
- b. **AVID Center Support for 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 regional offices. Membership for Client and AVID Member Sites implementing the Elementary 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 Elementary Site Team(s) through AVID Summer Institute or AVID DigitalXP;
 - Access to training for the District Director at AVID Summer Institute or AVID DigitalXP 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 Center General Terms and Conditions;
 - AVID Elementary Weekly for each AVID Member Site listed on the Quote/Order or Subsequent Quote/Order 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 DigitalXP: AVID Center agrees to provide Client and its listed AVID Member Sites access to AVID Summer Institute and/or AVID DigitalXP. Client and its listed AVID Member Sites may attend strands at AVID Summer Institutes or Communities of Practice at AVID DigitalXP, including the Implementation strands and Implementation Communities of Practice appropriate for their level of implementation (i.e., Elementary). Planning districts and sites are restricted from attending any of the Implementation strands or implementation Communities of Practice offered but can attend all other strands/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 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 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 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/AVID DigitalXP: All AVID Member Sites in Year 1 of implementing the AVID Elementary program will enroll a minimum of four (4) participants (unless AVID Center agrees to a lesser number on the Quote/Order or Subsequent Quote/Order) in an AVID Summer Institute or AVID DigitalXP. 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/Order or Subsequent Quote/Order, 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.
- 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/Order or Subsequent Quote/Order. Curriculum Library prices are set forth on the Quote/Order or Subsequent Quote/Order, if ordered. Client shall be entitled to use the AVID Elementary Curriculum Package only at the AVID Member Sites for which the materials were originally purchased. The AVID Elementary Curriculum Package is not 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 General Terms and Conditions.
- l. Curriculum Shipment(s): If ordered on the Quote/Order or Subsequent Quote/Order, AVID Center will ship 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 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 the Client to expedite shipping will be at the expense of the Client and subject to availability of the item(s) ordered.