



01/16/2026

Dear Yvette Abila

4315 Winchester Ave
Odessa, TX 79762

This Agreement is entered into by and between AVID Center, hereinafter called “Employer,” and Yvette Abila, hereinafter called “Staff Developer,” collectively called “the parties,” on the date set forth below, “Effective Date.”

WHEREAS, Employer has the need to supplement its workforce at various dates and times throughout the Term for staff developers to perform various assignments according to Employer’s specifications;

WHEREAS, Staff Developer is eligible to temporarily provide Employer with his or her services as a staff developer;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Article 1 - Work Assignments

Section 1.1 - Assignments and Tasks:

Employer may require Staff Developer to perform any of the following types of Assignments:

- Summer Institute
- Path to Schoolwide
- AVID Virtual Live
- AVID Certified Educators
- Other AVID Professional Learning Trainings with consent of Employer

Tasks associated with any type of assignment listed above may include but are not limited to:

- Using syllabi, eLearning course(s) and other training materials provided by Employer to conduct a training;
- Consulting with various clients of Employer in the proper application of Employer’s program methodologies and/or materials;
- Essential duties as outlined in the official AVID Staff Developer job description.

Facilitation and Training Requirements:

Staff Developer will need the following to perform work duties associated with this role:

1. A reliable personal computer that meets AVID’s Learning Management System requirements as well as meets other technical platform specifications, and
2. Access to a reliable, robust internet connection.

AVID will issue, on a quarterly basis, a non-taxable stipend of \$10.00 per face-to-face assignment and \$15.00 per virtual assignment to compensate for business-related use of personal devices and/or technology. The stipend will be considered a non-taxable expense reimbursement to the Staff Developer. If expenses for use of personal devices is believed to require greater reimbursement, please contact AVID Center People Operations at PeopleOperations@avid.org with documentation for review.

Assignment and tasks shall be collectively referred to as “Work.” The list above is not exhaustive, and Employer may add to, replace, or remove any type of assignment and/or tasks at its discretion and without notice to Staff Developer.

Section 1.2 - Method of Acceptance and Termination of Assignments:

This Agreement must be signed prior to any Assignment. If a need to fill an Assignment arises, a duly authorized representative of Employer will send out a notice via e-mail or other Employer-approved method to eligible Temporary Employees. That notice may or may not include Staff Developer depending on the type of Assignment and whether Staff Developer has that particular expertise or meets certain Criteria, informing them that Employer seeks to fill such Assignment. Notice will include pertinent logistical information such as type of Assignment, location, date and time, and any special considerations or tasks to be performed. Staff Developer will notify the Employer via e-mail or other Employer-approved method, whether Staff Developer wishes to accept and perform that Assignment. Staff Developer will notify the Employer via e-mail or other Employer-approved method in a reasonable amount of time if they are no longer able to complete a previously accepted Assignment. In such event, Employer will select a Temporary Employee it deems best suitable to perform that specific Assignment and then notify Staff Developer that Temporary Employee is either selected or not selected for the Assignment. The confirmation of offer and acceptance of the parties by e-mail or other Employer-approved method becomes a Work Order.

Employer is not required to disclose any reason for selection or non-selection, but will make all selection decisions consistent with its policies and applicable laws. The parties agree that this Agreement does not contain and shall not be construed in any way to represent any promise from Employer to select Temporary Employee for any minimum number of Assignments. The Assignment is terminable at-will by either party. There is a possibility that Staff Developer will not be selected to fill any Assignments whatsoever.

Section 1.3 - Responsibilities of Employer:

Employer may terminate an assignment for any reason, including but not limited to registration numbers not meeting Employer projections. If Staff Developer services are no longer needed for an assignment, Employer will provide notification of the cancellation of the assignment to Staff Developer within a reasonable amount of time prior to the assignment.

Upon an approved Work Order, Employer shall be responsible for supplying the Staff Developer with any syllabi, eLearning course(s), and other training materials required for Staff Developer to perform such Work. Employer shall ensure that the work environment for in-person work for Staff Developer is conducive to performing Work in a safe and healthy manner.

Section 1.4 - Responsibilities of Staff Developer:

Upon an approved Work Order, Staff Developer shall perform the Work according to the specifications provided by Employer in the syllabus or any direct training provided to the Staff Developer by Employer. Should Staff Developer deviate from any of the specified methods – to be determined in Employer’s sole discretion, Employer has the right to notify Staff Developer of such deviation and take appropriate corrective actions, including termination. Staff Developer must conduct themselves in a professional manner

at all times.

District Facilitated Professional Learning: Staff Developer may conduct professional learning through AVID's Professional Learning Modules (APLMs) within the school district of their other employment (known as District Facilitated Professional Learning) during the Term. The following conditions apply:

- Current and previous Community of Practice materials including associated eLearning courses and previous strand materials including the associated learning course(s) are not permitted for DFPL;
- Staff Developer must make reasonable efforts to ensure that only participants from AVID member sites within the school district of their other employment attend such professional learning. Staff Developer must make reasonable efforts to verify attendance for the DFPL learning;
- Should Staff Developer receive any request to provide training outside of the school district of their other employment, Staff Developer shall forward such requests to Employer;
- Deviation from the DFPL expectations listed above can result in appropriate corrective actions, including termination – at Employer's sole discretion.

Trade Secrets and Proprietary Information Policy: Staff Developer understands that the AVID Program, trade name, trademarks, copyrighted materials, and other related materials and activities are the intellectual property of AVID Center. Staff Developer will maintain the confidentiality of the trade secrets and proprietary information and not use them for any purpose outside the course and scope of their Assignment, regardless of whether or not AVID Center identifies such information as proprietary information. Staff Developer may not market or promote their own materials, business ventures, published works, etc. while employed or acting as an employee of AVID Center including but not limited to Summer Institutes, Path to Schoolwide, AVID Virtual Live, , AVID Certified Educators or any other trainings where AVID materials are used.

By signing AVID's Staff Developer Agreement, you are confirming that you have reviewed any District or state conflict of interest policies that may apply to your work under the agreement and that your participation with AVID as a Staff Developer does not conflict with any such policies.

Article 2 - Work Eligibility and Employment Disclosures

Section 2.1 - Equal Opportunity Employer Disclosure:

AVID Center prides itself on the diversity of our workplace; we are continuously seeking to recruit individuals who will enhance this diversity and, ultimately, the effectiveness of our organization. Employer and Staff Developer agree that Employer will provide equal employment opportunity for Staff Developer and will not discriminate on the basis of race (including traits historically associated with race, such as hair texture and protective hairstyles) color, religion, sex (including pregnancy, childbirth, lactation and related medical conditions), gender, gender identity and gender expression (including transgender individuals who are transitioning, have transitioned, or are perceived to be transitioning to the gender with which they identify), sexual orientation, national origin, ancestry, citizenship, age, physical or mental disability, marital status, or any other basis protected by local, state or federal laws. Reasonable accommodation is available for qualified individuals with disabilities and/or medical condition(s), pursuant to an interactive process and so long as the accommodation is reasonable and does not create an undue hardship on AVID Center.

Section 2.2 - At-Will Employment:

Employer and Staff Developer agree that the nature and status of this employment relationship is at-will, which means that either party may terminate employment at any time for any reason, with or without any advance notice.

Section 2.3 - Non-Benefitted Position:

Staff Developer hereby understands that Employer shall not offer healthcare, retirement, or PTO benefits other than what may be required under applicable local, state, and federal laws.

Article 3 - General Provisions

Section 3.1 - Term of this Agreement:

This Agreement shall be effective from January 1, 2026, until December 31, 2026, unless terminated earlier by either party as provided for herein ("Term").

Section 3.2 - Compensation:

Employer shall compensate Staff Developer according to the Compensation Schedule listed in Section 3.4 reflecting the estimated compensation which is based on the hourly rate for the projected hours expected to be worked each week as outlined in the Work Order for this assignment. Upon completion of assignment, Employer will verify such assignment was completed by the Staff Developer. Employer will compensate Staff Developer for Work that is on an approved Work Order and per actual hours worked and recorded in AVID's HRIS System as per payroll instructions and guidelines in accordance with the provisions outlined in Section 1.2 of this Agreement. Staff Developer is required to comply with all payroll time tracking instructions provided per set deadlines and in compliance with State and Federal Time Tracking requirements. Failure to comply may result in disciplinary actions up to termination. Upon verification of completed Work, Employer will process payment through payroll according to its normal schedule and payment will be made by no later than the end of the pay period in which the Work is performed OR as required by state or local law. Employer will withhold Federal, Social Security, and State income tax deductions, and/or any other statutorily required deductions from payment.

The Compensation Schedule shall supersede any compensation rates in previously signed agreements between Staff Developer and Employer. Any assignment on such agreements, however, shall still remain in effect. If any conflict exists between previous agreements and this Agreement, the provisions of this Agreement shall take precedence.

Section 3.3 - Travel Arrangements and Expenses:

When an Assignment requires travel, Staff Developer will arrange travel according to the AVID Center Travel Policy ("Travel Policy"), which is posted in UKG ("HR Help") and hereby incorporated into this Agreement. Employer reserves the right to modify these procedures at its discretion and at any time.

- Should Employer modify its Travel Policy, it will notify Staff Developer in a timely manner;
- Staff Developer performing services and travelling under this Agreement will be reimbursed according to the same Travel Policy;
- Staff Developer must comply with all safety protocols as outlined by AVID Center and OSHA/ Local instructions for ensuring in-person meetings are safe; all Staff Developers are educated about the safety instructions for prevention of COVID-19 and other diseases.

If Staff Developer is on an approved Work Order, Employer will reimburse Staff Developer of expenses incurred as outlined in the Travel Policy if travel is required.

Section 3.4 – Estimated Compensation Schedule:

Payment: Staff Developers will be notified of the expected number of hours typically required for a Staff Developer to complete the assignments. The Staff Developer will be required to track all hours worked by entering them into AVID Center’s HRIS System each day. Staff Developer must obtain prior written authorization from AVID Center Management to perform any work that exceeds the total number of expected hours outlined in the Work Order. Staff Developers must record all hours worked in the HRIS System including anytime they start and stop work for the day, and when they start and stop meal periods. Meal and rest periods shall be taken in accordance with local, state, and federal laws. AVID Center will process payment through payroll on the next scheduled pay period. AVID Center will withhold Federal, Social Security, and State income tax deductions, and/or any other statutorily required deductions from payment.

*Staff Developer Experience Level/Criteria: **BASIC***

Estimated Compensation

Compensation for Facilitation Assignments:

| Seniority Level | Criteria | Hourly Rate |
|------------------------|--|--|
| BASIC | Attend Training Session and 1-3 years' experience as an AVID Staff Developer | \$40.00 per hour |
| SENIOR | Attend Training Session and 4-6 years' experience as an AVID Staff Developer | \$50.00 per hour |
| VETERAN | Attend Training Session and 7+ years' experience as an AVID Staff Developer | \$60.00 per hour |
| Travel (if applicable) | | \$17.50 per hour or applicable minimum wage rate paid per location of travel |
| Training | | \$25.00 per hour |

AVID will issue, on a quarterly basis, a non-taxable stipend of \$10.00 per face-to-face assignment and \$15.00 per virtual assignment to compensate for business-related use of personal devices and/or technology. The stipend will be considered a non-taxable fringe benefit to the Staff Developer.

Staff Developer should refer to their Work Order/supplemental document provided with assignment details including the estimated number of hours to complete AVID Facilitation. If there is a need for additional time, please notify your assignment supervisor for prior approval.

Seniority Level:

Staff Developer rates are assigned based on On-Call Part Time employee’s years of service working as a Staff Developer with AVID Center. Years of service are earned if a minimum number of assignments are completed during a calendar year. Seniority will be evaluated by AVID People Operations annually in January. **Employees with a gap in employment of more than five consecutive years will restart their seniority upon return to work with AVID.**

Definitions:

Training is defined as any session/training which prepares Staff Developers and builds their skills for their role as a Staff Developer but not tied to a particular assignment. See above for Training Compensation.

Preparation is defined as any hours used in preparation for a particular contracted assignment (examples: partner work, organizing virtual learning space and course, etc.) Rate is paid per seniority level.

Facilitation (Work) is defined as “work” and refers to the actual hours Staff Developers are engaged in facilitating a contracted assignment (including Day 0 meetings). Rate paid per seniority level.

Section 3.5 - Governing Law:

This Agreement shall be governed by the law of the State of California, without respect to the principles of conflicts of laws.

Section 3.6 - 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 email in order to expedite the transaction(s) contemplated by this Agreement; (ii) are bound by its respective signature sent by that party via facsimile or electronically in a PDF file or email; (iii) are each aware that the other will rely on signature pages sent via facsimile or electronically in a PDF file or email; and (iv) each acknowledge such reliance and waive any defenses to the enforcement of the documents effecting the transactions contemplated by this Agreement based on the signature being a facsimile or PDF copy or email.

I agree that by signing below, I consent to representing my electronic signature and to electronic certification as valid evidence of my understanding and compliance in the representations made in this agreement.

The parties hereby agree to the foregoing terms and conditions of this Temporary Employment Agreement.

Signature of Yvette Abila

AVID CENTER Authorized Representative:

Thuan Nguyen

Chief Executive Officer

Electronically Signed By:

Yvette Abila

Signed on 01/19/2026