

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 School Sites" are those School Sites listed on a Quote as implementing one or more AVID programs—Elementary, or Elementary and 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 School Sites listed on the Quote, and to use the licensed AVID trademarks, libraries, and student materials for the AVID Member School 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 School Sites through the Elementary Liaison 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 AVID Elementary Liaison at AVID Summer Institute and through the two-year AVID Elementary Leadership Training;
- Coaching and implementation guidance during coaching visits;
- AVID Center technical assistance for the Elementary Liaison;
- Coordination with Client's Elementary Liaison to collect, report, and analyze data from Member School Sites;
- Permission to use the AVID Trademarks as described in Standard Terms and Conditions;
- Elementary AVID Weekly membership, an AVID yearbook, and ACCESS academic journals for each Member School Site listed on the Quote as implementing the Elementary program; and
- Assistance in disseminating information about AVID to potential new AVID Elementary sites.

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 School Sites access to AVID Summer Institute. Client and its listed AVID Member School Sites may attend strands at AVID Summer Institutes including the Implementation strands appropriate for their level of implementation (i.e. Elementary and/or 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 Member School 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 Member School 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, 2014 to June 30, 2015 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 support staff through AVID Summer Institute teams.

3.3 AVID Summer Institute: All AVID Member School Sites in Year 1 or Year 2 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 Elementary Liaison may attend 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.