

# AVID Center



## Products and Services Quote/Order

Quote/Order #: Q-91751  
 Client: Fayette Co Public Schools  
 Address: PO Box 55490  
 Lexington, KY 40555

AVID Center Representative: Frank Iannucci  
 Phone: (858) 654-5107  
 Email: fiannucci@avid.org

Effective Date: July 01, 2025

Expiration Date: June 30, 2026

District Products				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	District Director Leadership Payment 2	\$6,000.00	\$0.00	\$6,000.00
District Products SUBTOTAL:				<b>\$6,000.00</b>

Bryan Station High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
5	AVID Summer Institute	\$1,150.00	\$0.00	\$5,750.00
1	Secondary Digital Library Set - 8 Licenses - Year 2	\$0.00	\$0.00	\$0.00
1	AVID Membership Fees Secondary	\$4,599.00	\$0.00	\$4,599.00
1	AVID Weekly Secondary	\$710.00	\$0.00	\$710.00
Bryan Station High School SUBTOTAL:				<b>\$11,059.00</b>

Bryan Station Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
5	AVID Summer Institute	\$1,150.00	\$0.00	\$5,750.00
1	Secondary Digital Library Set - 8 Licenses - Year 2	\$0.00	\$0.00	\$0.00
1	AVID Membership Fees Secondary	\$4,599.00	\$0.00	\$4,599.00
1	AVID Weekly Secondary	\$710.00	\$0.00	\$710.00
Bryan Station Middle School SUBTOTAL:				<b>\$11,059.00</b>

Henry Clay Senior High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,599.00	\$0.00	\$4,599.00
5	AVID Summer Institute	\$1,150.00	\$500.00	\$5,250.00
Henry Clay Senior High School SUBTOTAL:				<b>\$9,849.00</b>

Morton Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
5	AVID Summer Institute	\$1,150.00	\$0.00	\$5,750.00
1	Secondary Digital Library Set - 8 Licenses - Year 2	\$0.00	\$0.00	\$0.00
1	AVID Membership Fees Secondary	\$4,599.00	\$0.00	\$4,599.00
1	AVID Weekly Secondary	\$710.00	\$0.00	\$710.00
Morton Middle School SUBTOTAL:				<b>\$11,059.00</b>

			<b>TOTAL:</b>	<b>\$49,026.00</b>
				<i>plus all applicable taxes</i>

Additional Comments:

N/A

"Ts&Cs" Signed  
 ↑ 6-27-23

This AVID Center Products and Services Quote/Order is a Subsequent Quote/Order as defined in the General Terms and Conditions previously agreed to by AVID Center and the "Client" identified above ("Ts&Cs"). This Quote/Order and any exhibits or attachments hereto, together with the Ts&Cs (including the definitions of terms set forth at <https://www.avid.org/Page/3290> or another location on AVID Center's website designated by AVID Center), supersedes all previous Quote/Orders and constitutes a binding agreement between AVID Center and Client with respect to the AVID Products and Services specified above. Certain AVID Products and Services may be cancelled by Client as set forth in AVID Center's Rest Assured Policy at <https://www.avid.org/rest-assured-policy>.

AVID Center is committed to assisting Client with a successful implementation. Additional information regarding professional learning registrations is listed below:

- Newly implementing AVID sites are best supported by a core site team of educators – at least 8 for AVID Secondary or 4 for AVID Elementary. In the initial year of implementation, Client agrees to enroll participants into AVID Summer Institute ("SI") equal to the minimum core site team described herein, unless AVID Center agrees otherwise on this Quote/Order. If other professional learning events are taken instead of SI, prices will be adjusted accordingly upon completion of the training event.
- For each existing site in year 2 and beyond of AVID implementation, Client agrees to enroll one (1) participant into AVID Ignite, unless Client notifies otherwise. If a participant is not enrolled or a registrant does not attend, Client will receive a voucher to be used for AVID Ignite in the following summer after payment has been received.

Client will be invoiced for the greater of the number of participants from a site registered for the event or committed to on this Quote/Order. No payment is due at the time of execution of this Quote/Order, notwithstanding anything to the contrary in the General Terms and Conditions. At the time of invoicing, AVID Center will verify registration fees for each site listed on this Quote/Order and any registrations which have been previously paid will be removed from the invoice. Payment will be due within thirty (30) days following receipt of AVID Center's invoice related to this Quote/Order. Each party has caused this Quote/Order to be signed by its duly authorized representative. The terms of this Quote/Order will control in the event of a conflict with any terms or conditions set forth in any purchase order or other document or communication from Client and any such terms and conditions are hereby rejected by AVID Center and of no effect.

AVID Center,  
 a California Non-Profit Corporation 501(c)(3)

Fayette Co Public Schools

Sign: \_\_\_\_\_  
 Print  
 Name: \_\_\_\_\_

Sign: \_\_\_\_\_  
 Print  
 Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Email: contracts@avid.org

Email: \_\_\_\_\_

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

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**Exhibit "A"**

**AVID Center General Terms and Conditions (Ts&Cs)**

These Ts&Cs apply to the Quote/Order and any Subsequent Quote/Order(s), regardless of whether they are attached to such Quote/Order or Subsequent Quote/Order(s) and shall prevail over any other terms and conditions contained in any purchase order or other document submitted by Client. AVID Center hereby rejects any other such terms and conditions.

**Article I. Definitions, Descriptions and Requirements.**

Capitalized terms in these Ts&Cs not defined in these Ts&Cs shall have the meanings set forth at <https://www.avid.org/Page/3290> (or another location on AVID Center's website designated by AVID Center) and are incorporated into this Agreement by reference. Such descriptions and requirements related to AVID Products and Services may change from time to time at AVID Center's sole discretion.

**Article II. Term.** This Agreement will be in effect from the "Effective Date" until the "Expiration Date" specified in the Quote/Order or Subsequent Quote/Order, unless earlier terminated as provided herein or renewed pursuant to a Subsequent Quote/Order ("Term").

**Article III. Licenses.**

**3.1. AVID Products and Services.** Subject to all of the terms and conditions of this Agreement, AVID Center grants to Client a limited, non-exclusive, non-transferable license, without the right to sublicense, to permit Client Sites to:

(a) access the AVID Products and Services specified in the Quote/Order or Subsequent Quote/Order and corresponding to such Client Sites via a password-protected website that is accessible only to staff and/or students of such Client Site;

(b) use the AVID Products and Services solely for classroom and school use; and

(c) reproduce, distribute, and display copies of, the AVID Materials in connection with such use of the AVID Products and Services at the Client site.

AVID Center reserves all rights that are not expressly granted to Client in this Section 3.1.

**3.2 Restrictions.** Except as permitted in this Agreement, Client shall not, nor permit any third party to, do any of the following with respect to the AVID Products and Services and AVID Materials:

(a) Provide, sell, sublicense, transfer, lease, distribute, broadcast, or transmit to any third party;

(b) Reproduce;

(c) Modify or create derivative works;

(d) Use or integrate with any other product or service or develop any other product or service;

(e) Use with any timesharing service, service bureau, network or the like for revenue-generating purposes; or

(f) Obscure, remove, alter or fail to reproduce any copyright notice and other proprietary legends.

**3.3 AVID Trademarks.**

(a) Client shall not, and shall ensure that Client Sites do not:

(i) modify any AVID Trademarks or use any other words, names, designs or logos with any of the AVID Trademarks; or

(ii) use any AVID Trademarks with any products or services other than the AVID Products and Services.

(b) Client shall include, and ensure each Client Site, includes:

(i) the appropriate trademark symbol, in the form of either [AVID Trademark]® or [AVID Trademark]™;

(ii) the following notice on all literature and materials containing any AVID Trademarks, as appropriate: "[AVID Trademark] is a [registered] trademark of AVID Center."

(c) AVID Center shall have the irrevocable right to approve all use by Client or a Client Site of any AVID Trademarks to promote the AVID Products and Services.

**3.4 Ownership.** As between the parties, AVID Center retains all right, title and interest, except as licensed to Client hereunder, in and to the AVID Trademarks, as appropriate: AVID Methodologies, AVID Trademarks, and AVID Materials, and all intellectual and proprietary rights therein.

**Article IV. Data Collection.** During the Term, Client shall provide to AVID Center via a designated secure web portal Site Data and Student Data (collectively, "Data") specified by AVID Center, provided, however, Client may withhold, revise, and/or edit confidential data, such as student names and any other information the disclosure of which would violate state or federal law. Client shall collect Data in accordance with applicable privacy laws, including without limitation the federal Family Educational Rights and Privacy Act (FERPA). AVID Center shall maintain in confidence all personally identifiable information or information that is included in Data received from Client and agrees not to use any Data in a manner that would violate applicable law.

**Article V. Proprietary Information.**

**5.1 Confidentiality.** Client shall (a) maintain all Proprietary Information in strict confidence; (b) not use Proprietary Information, except to the extent necessary to exercise its rights and perform its obligations under this Agreement; and (c) not disclose Proprietary Information to any third party other than to its employees and contractors who have a need to know such information. Client shall ensure all Client Sites to comply with the obligations in this Section 5.1 and shall be responsible for any Client Site's breach of such obligations.

**5.2 Exceptions.** The restrictions set forth in Section 5.1 shall not apply with respect to any information which: (a) is already known by Client at time of disclosure; (b) becomes, through no act or fault of Client or any Client Site, publicly available; (c) is rightfully received by Client from a third party on a non-confidential basis; or (d) is independently developed by Client without reference to any Proprietary Information. Client may disclose Proprietary Information pursuant to a lawful requirement of a governmental agency to the minimum extent required, provided that Client first notifies AVID Center of such requirement and Client cooperates with AVID Center in seeking a protective order or contesting such required disclosure.

**Article VI. Compensation.**

6.1. Invoicing and Payment. No payment is due at the time of execution of this Quote/Order. Payment of the Quote/Order, or the applicable Subsequent Quote/Order, shall be due without offset within thirty (30) days following Client's receipt of AVID Center's invoice.

6.2. Taxes. Client shall be responsible for the payment of any applicable sales or use taxes or any value added or similar taxes payable with respect to the AVID Products and Services provided by AVID Center or arising out of or in connection with this Agreement.

**Article VII. Representations and Warranties; Warranty Disclaimer.**

7.1. Representations and Warranties. Each party represents and warrants: (a) it has full power and authority to execute and deliver this Agreement and perform its obligations hereunder; (b) no consent or other action of any third party or governmental body or agency is required for it to enter into this Agreement; and (c) entering into this Agreement will not violate or conflict with any applicable law, regulation, or published interpretive guidance or ruling or constitute a default under any contract to which it is a party.

7.2. Warranty Disclaimer.

(a) EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7.1., NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND EACH PARTY DISCLAIMS ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(b) AVID CENTER DOES NOT WARRANT THAT THE AVID PRODUCTS AND SERVICES WILL MEET CLIENT'S OR ANY CLIENT SITE'S REQUIREMENTS AND AVID CENTER DOES NOT MAKE ANY WARRANTY WITH RESPECT TO CLIENT'S OR ANY CLIENT SITE'S USE OR INABILITY TO USE ANY OF THE AVID PRODUCTS AND SERVICES OR THE RESULTS GENERATED FROM THE USE OF ANY OF THE AVID PRODUCTS AND SERVICES.

**Article VIII. Limitation of Liability.** EXCEPT FOR LIABILITY ARISING FROM A BREACH OF ARTICLE III OR ARTICLE V, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR (a) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES; (b) THE COST OF PROCURING SUBSTITUTE GOODS; OR (c) ANY AMOUNT IN EXCESS OF THE AGGREGATE AMOUNT PAID OR PAYABLE BY CLIENT HEREUNDER.

**Article IX. Termination.**

9.1. By AVID Center. AVID Center may terminate this Agreement in its entirety, or with respect to one or more Client Sites, upon written notice to Client in the event of Client's material breach of this Agreement, which is not fully cured within thirty (30) days following AVID Center's notice of the breach.

9.2. By Client. Client may terminate this Agreement for any reason, or no reason, upon thirty (30) days' prior written notice to AVID Center.

9.3. Effect of Termination. Upon termination or expiration of this Agreement, or termination of one or more Client Sites, (a) the licenses granted to Client hereunder, or the rights granted hereunder with respect to the terminated Client Sites, shall automatically terminate and all such rights shall revert to AVID Center; (b) Client shall immediately discontinue use of the AVID Products and Services, the AVID Materials, and AVID Trademarks in all affected Client Sites following termination or

expiration of this Agreement, or, in the case of termination of one or more Client Sites, in the terminated Client Sites; (c) Client shall pay to AVID Center all unpaid amounts (if any) that are due and payable hereunder and shall remain liable for its obligations or other actions that accrued or occurred prior to the date of termination or expiration; and (d) Client shall promptly return to AVID Center all AVID Materials and Proprietary Information (including copies) in its possession or control.

9.4. Survival. All accrued rights to payment and Articles V, VIII, and IX and Sections 3.4, 7.2, 9.3 and 9.4 shall survive expiration or any termination of this Agreement.

**Article X. General Provisions**

10.1. Independent Contractors. The parties are independent contractors.

10.2. Cumulative Remedies. All rights and remedies are cumulative.

10.3. Governing Law/Venue. This Agreement shall be governed by ~~California~~ Kentucky law, without regard to its conflict of laws provisions.

10.4. Force Majeure. Neither party shall be liable for nonperformance or any delay caused by an event reasonably beyond its control.

10.5. Cancellation. Certain AVID Products and Services may be cancelled by Client as set forth in AVID Center's Rest Assured Policy, which may be viewed at <https://www.avid.org/rest-assured-policy>.

10.6. Severability. Any illegal or unenforceable provision of this Agreement shall be limited or eliminated to the minimum extent necessary without voiding the remainder of this Agreement.

10.7. Notices. All notices provided hereunder must be in writing and addressed to the applicable party as set forth in the Quote/Order or Subsequent Quote/Order or such other address as set forth in a notice provided as set forth in this Section 10.7, and shall be effective upon receipt if sent by email, one business day following delivery by commercial courier, or three business days following deposit in the U.S. mail via certified mail, postage prepaid, return receipt requested.

10.8. Waiver. A party's waiver of any breach by the other party shall not apply to any other or subsequent breach.

10.9. No Third-Party Beneficiaries. There are no third-party beneficiaries of the rights, obligations or remedies provided in this Agreement.

10.10. No Assignment. Any assignment of this Agreement by Client without AVID Center's prior written consent shall be null and void.

10.11. Amendment. Any amendment of this Agreement must be in writing and signed by both parties.

10.12. Entire Agreement. This Agreement is the entire agreement between the parties relating to the subject matter hereof.

10.13. Counterparts. This Agreement may be executed in counterparts and a party's executed signature page may be delivered by electronic mail or other written means.