

AVID Facts Sheet 2001

About The AVID Program (Advancement Via Individual Determination)

- The mission of AVID is to ensure that all students, and most especially students in the middle capable of completing a college preparatory path:
 - will succeed in the most rigorous curriculum.
 - will enter mainstream activities of the school.
 - will increase their enrollment in four-year colleges.
 - will become educated and responsible participants and leaders in a democratic society.
- The AVID program works within the regular school day and includes an elective class, trained tutors, an AVID teacher, and a site team of teachers, focusing on college preparation, writing, inquiry, and collaboration.
- AVID serves over 65,000 middle school and high school students at 1,200 schools in 21 states and 14 countries. U.S. states implementing AVID include Arizona, California, Colorado, Florida, Georgia, Idaho, Illinois, Indiana, Kansas, Kentucky, Maryland, Massachusetts, Nevada, New Jersey, New York, North Carolina, Ohio, South Carolina, Tennessee, Texas, and Virginia.

AVID Results

What differentiates AVID from other school reform programs is AVID's success rate. Independent research statewide in California, and national yearly data collection by the AVID Center have shown the AVID Program to be effective in preparing so-called average students for college. For example, since 1990, 30,000 AVID students have graduated from high school and gone on to four-year universities or colleges. According to research on AVID by the University of California, San Diego, high school students enrolled in the AVID program for at least three years graduate and enter college at a 93% rate, 75% higher than the national average. Other program measures include:

- Ninety-five percent of AVID students reported enrolling in college, 77.1% in four-year institutions and 17.2% in community colleges. This is a four-year college going rate three times higher than the California state average (CREATE, 1999).
- Over 80% of AVID graduates are enrolled continuously in college since leaving high school (CREATE, 1999; Mehan, et al, 1996).
- Eighty-five % of the AVID students expect to graduate from college in four to five years. Their mean college grade point average is 2.94 (CREATE 1999).
- African-American AVID students who participate in AVID for three years are enrolling in college at rates which are considerably higher than national averages. Fifty-five (55%) of the AVID African-American graduates enrolled in four-year colleges, while the national average was 33% (Mehan, et al, 1996).
- Of the Latino students who participated in AVID, 43% enrolled in four-year colleges. This exceeds the national average of 29% (Mehan, et al, 1996).
- AVID graduates complete the sequence of courses necessary for four-year college acceptance at an 84% rate; the California state average is 34% (CREATE, 1999).

Contact Information

AVID Center • 5353 Mission Center Rd, Suite #222 • San Diego, CA 92108
619.682.5050 voice
619.682.5060 fax
avidinfo@avidcenter.org



February 22, 2002

Dr. Earlene Smiley, Deputy Superintendent, Curriculum and Instruction / Student Support
The School Board of Broward County, Florida
600 SE 3rd Avenue
KC Wright Administration Building
Ft. Lauderdale, FL 33301

Dear Dr. Smiley:

Congratulations! The College Board Florida Partnership is pleased to offer your school district assistance in implementing the AVID program. Both the College Board and AVID Center look forward to the prospect of working with your schools to enhance students' academic success.

The College Board's offer of financial assistance is as follows:

Membership Fee: @\$1,500 per school	\$ 6,000.00
AVID Publications/Videos: @ \$3,720 each for Ft. Lauderdale High School and Hallendale High School, and \$3095 each for Sunrise Middle School and McNicol Middle School plus 5% for shipping and handling	14,311.50
Summer Institute: Summer Institute: Up to 32 staff members [at a maximum of 8 per school] @ \$450 per person	14,400.00
Regional Development Center Training:	<u>7,500.00</u>
Total:	\$ 42,211.50

To implement AVID in Ft. Lauderdale High School, Hallendale High School, Sunrise Middle School, and McNicol Middle School, your district must sign a contract with the AVID Center by May 15, 2002. Please attach this letter to your AVID Implementation Agreement. The AVID Center will then bill the College Board directly for the amount shown above. As part of the Florida Partnership, we are pleased to support your district in building advanced academic pipelines to college and opportunity for your students.

Sincerely,

Peter J. Negroni
Senior Vice President, K-12

Cc: Dr. Margery Marcus, Director, Advanced Academic Programs
Ms. Joyce Greenburg, Trainer

AVID™ Implementation Agreement

This agreement for AVID™ membership, materials, and training is entered into by and between the AVID™ Center, a California non-profit corporation, herein called "AVID™ Center" and the public school system named in Attachment A, herein called "School System."

I. AVID™ Membership Benefits

I. 1. AVID™ Membership: AVID™ members are School Systems with signed AVID™ Implementation Agreements and their school sites implementing the AVID™ program. Annual membership runs concurrently with the term of this agreement. AVID™ membership is considered honorary and not statutory per non-profit law.

I. 2. AVID™ Program and Materials: Membership entitles School System to implement the AVID™ program at school sites listed in Attachment A and to use the purchased and licensed trademarked AVID™ libraries and student materials for the School System's AVID™ program.

I. 3. AVID™ Center Support: AVID™ Center agrees to provide support to School System through the District Director and the AVID™ Center national or division office. Support from the AVID™ Center national or division office includes:

- ongoing AVID™ program development;
- training for the District or Regional Director through the two-year Regional Development Center (RDC) program;
- AVID™ Center technical assistance and administrative support for the District or Regional Director via telephone and internet;
- training for the AVID™ site team and AVID™ elective teacher through Summer Institutes and the Regional Director's site team meetings;
- coordination with School System's District or Regional Director to collect, report, and analyze data from AVID™ schools;
- training to enable the District or Regional Director to review the quality of implementation at each AVID™ site through the Certification process;
- assistance in disseminating information about AVID™ to potential new AVID™ middle school and high school sites within School System;
- permission to reproduce student activity materials;
- an AVID™ yearbook and ACCESS academic journals for school district and each school;
- electronic newsletters and access to membership areas of AVID Center website.

I. 4. AVID™ Reports: AVID™ Center agrees to provide School System with reports on AVID™ program data collected in School System and internationally.

I. 5. AVID™ Summer Institute: Only member School Systems and their AVID™ sites may attend Implementation strands at AVID™ Summer Institutes.

I. 6. Licensing of Reproducibles: Membership includes a license to permit copying of the student activity sheets from the AVID™ Materials at a specific school site for educational purposes relating to the AVID™ program. Licensing runs concurrently with the term of this agreement.

I. 7. Annual Membership Fee: School District agrees to pay to AVID™ Center an annual membership fee according to the pricing schedule set forth in Attachment A.

II. School System Responsibilities

II. 1. AVID™ Methods: School System agrees to implement the AVID™ program according to the program guidelines set forth in the AVID™ publications or otherwise established by AVID™ Center. School System will implement AVID™ methodologies in the AVID™ elective class and in academic subject area classes. School System will not deviate from the AVID™ program guidelines without the prior written consent of the AVID™ Center Executive Director.

II. 2. Student Selection: School System agrees to select students for the AVID™ program in accordance with the selection criteria established in the AVID™ Essentials, with a focus on students least served with college potential.

II. 3. Qualified Staff: School System agrees to maintain, at its expense, one AVID™ District Director to coordinate the program in School System who has received the two year Regional Development Center (RDC) training. AVID™ District Director responsibilities are listed in Attachment B and include providing staff development and on-site technical assistance to AVID™ schools, collecting and reporting data from AVID™ schools, and certifying AVID™ schools.

II. 4. Staff Training: School System agrees to provide ongoing training for AVID™ school site coordinators and AVID™ site teams. School System agrees to conduct AVID™ staff development for AVID™ schools in School System based on the national model of annually providing monthly site coordinators' workshops (minimum 6) and two site team conferences. Agenda for staff development sessions will be based on school needs, on the national model for monthly coordinators' workshops, on topics and agenda provided in the AVID™ Regional Staff Development Manual, and on the content areas related to educational reform initiatives in public schools in School System's state.

In addition, School System agrees to insure that, in the initial year of implementation, schools send site teams of 8 members to an AVID™ Center sanctioned summer institute. AVID™ Center strongly encourages schools to continue to send teams to summer institute in subsequent years to maintain and enhance the quality of the AVID™ program at their sites.

II. 6. Data Collection: On at least an annual basis, according to the time line established by AVID™ Center, School System shall collect the program data specified by AVID™ Center and provide that data to AVID™ Center in a form acceptable to AVID™ Center. School System

reserves the right to withhold certain confidential data such as student names and identification numbers.

II. 7. AVID™ Libraries: School System agrees to purchase at least one complete AVID™ Library for each high school or middle school conducting any AVID™ programs, according to the pricing schedule set forth in Attachment A. School System shall be entitled to use those AVID libraries only at the specific school site for which the materials were originally purchased. School System and its AVID™ sites agree to ensure that each AVID™ classroom has adequate AVID™ curriculum materials.

II. 8. Annual Certification: School System agrees to participate in AVID™ Center's annual program certification process whereby each School System's school completes a self-study that is certified by School System's AVID™ District Director. AVID™ Center will train School System's AVID™ District Director in the certification process and will provide consultation and review. School System will forward the results of this annual certification to AVID™ Center in a timely fashion. AVID Center will make the final determination of each site's certification status.

II. 9. A. AVID™ Trademark: School System hereby acknowledges that the term AVID™ is a trademark name and trade name owned by AVID Center Founder Mary Catherine Swanson and licensed to the nonprofit AVID™ Center that has the sole and exclusive right, subject to this agreement, to use such trademark and trade name in the operation of AVID's™ business and that valuable goodwill is attached to said trademark and trade name.

II. 9. B. School System will not at any time claim that its use of the AVID™ trademark or trade name has created, or is likely to create, any right, title or interest thereto to School System. It is further agreed and understood that School System has only acquired permission by this Agreement to use the AVID™ trademark and trade name and that School System's use of the AVID™ trademark and trade name inures to the benefit of AVID founder Mary Catherine Swanson and AVID™ Center.

II. 9. C. School System agrees that it will not use the AVID™ trademark or trade name for any purpose other than performance of this Agreement. Upon termination of this Agreement for any reason whatsoever, School System will forthwith cease the use of the AVID™ trademark or trade name. School System understands and agrees that if School System misuses or misappropriates, or threatens to misuse or misappropriate, any trademarks, trade names, or service marks of AVID™ Center or Mary Catherine Swanson, then those parties shall suffer immediate and irreparable harm, entitling AVID™ Center and Mary Catherine Swanson to a preliminary and permanent injunction enjoining any such actual or threatened misuse or misappropriation.

II. 10. Copyright: School System understands and agrees that the AVID™ Center publications, guidebooks, and program materials (collectively "AVID™ Materials") are the sole and exclusive property of AVID™ Founder Mary Catherine Swanson, provided via exclusive license to AVID Center, and are protected under federal copyright law. School System agrees that it and the schools under its supervision will not photocopy, reproduce or otherwise duplicate all or any part of the AVID™ Materials and publications without specific prior written consent of AVID™

Center, except as provided through the Licensing Agreement. School System will promptly report to AVID™ Center any breach of this prohibition regardless of the means by which School System learns of such breach.

II. 11. AVID™ Quality Assurances: Mary Catherine Swanson or AVID™ Center will have the right in their sole discretion to review School System's compliance with the quality standards described in the AVID™ materials and AVID™ training sessions, or otherwise established by AVID™ Center from time to time. Quality standards are described in the AVID™ Essentials and reviewed annually through each school's self-assessment during the Certification process. The Certification process provides a two-year timeline to encourage program improvement, if necessary, in individual schools. As per Certification guidelines, AVID school sites not meeting quality standards may be designated "affiliate" schools. AVID sites and/or school districts which do not meet quality standards for multiple years may be asked to discontinue the program at the end of a school year.

III. School System Region

This agreement applies to all AVID™ high schools and/or AVID™ middle grades schools in School System and to no schools elsewhere. School System will not share the AVID™ materials with schools outside School System.

IV. Period of Agreement

The term of this agreement shall be as set forth in Attachment A unless earlier terminated as provided herein. School System understands that further agreements are necessary to operate the AVID™ program beyond the expiration date of this agreement.

AVID Center requests that, should School System determine that it will cease conducting AVID in School System at the end of the school year, the School System notify AVID Center in writing by May 31 of that year.

AVID Center retains its right to verify that any School System which conducted the AVID program in prior years but has indicated it is discontinuing the AVID program has: 1) ceased to offer the AVID elective class at the subject school site(s); and 2) no longer displays AVID trademarks and logos.

V. Compensation/Payment Schedule

School System agrees to pay AVID™ Center for services and publications according to the fee schedule detailed in Attachment A. AVID™ Center will invoice School System, and payments are due within 30 days from receipt of invoice.

VI. Independent Contractor

AVID™ Center and School System are independent contractors of each other. This Agreement is not intended to create a relationship of employment, agency, partnership, joint venture, or similar arrangement. School System shall have no power to bind or commit AVID™ Center in any respect, contractually or otherwise. In no event shall School System, or any of its officers, agents, or employees, be considered the officers, agents, or employees of AVID™ Center.

VII. Termination

If School System is found to be materially out of compliance with the terms of this Agreement, trademark and copyright protections, or quality standards, then AVID™ Center will notify School System in writing of the basis for its noncompliance and give School System a reasonable opportunity to cure its deficiency, not less than 30 days. If School System remains non-compliant following the cure period, then AVID™ Center may, at its option (a) terminate this agreement immediately by giving written notice to School System, (b) terminate School System's right to conduct all or part of the AVID™ program at one or more specific school sites, by giving written notice to School System.

Either party may terminate this Agreement: (a) immediately upon the bankruptcy, dissolution, or insolvency of the other party; or (b) upon thirty days written notice.

Notice of termination shall be effective on the date written notice is deposited in the United States mail, fully prepaid, addressed to the last known address of the other party. Upon termination of this Agreement, School System shall immediately discontinue the AVID™ programs, refrain from using the AVID™ Materials or the AVID™ trademarks, trade names, or service marks, and pay any unpaid balances to the AVID™ Center.

VIII. Additional Terms and Conditions Required by School System

AVID Center and School System mutually agree to additional terms and conditions specified in Attachment C and incorporated herein by reference.

IX. Authority

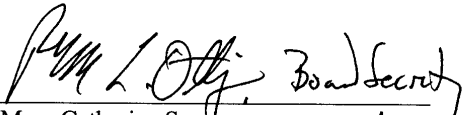
School System warrants that it has obtained all necessary approvals and taken all necessary steps to enter into this Agreement. The person signing on behalf of School System individually warrants that he or she has the authority to enter into this Agreement on behalf of School System.

X. Entire Agreement

This agreement represents the entire agreement and understandings of the parties thereto and no prior writings, conversations, or representations of any nature will be deemed to vary the provisions hereof. This agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being hereunto duly authorized:

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


Mary Catherine Swanson
AVID™ Center Executive Director

4-10-02
Date

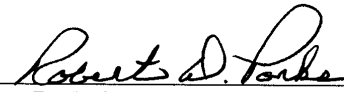
AVID Center
5353 Mission Center Road, Suite 222
San Diego, CA 92108
Employer ID # 33-0522594

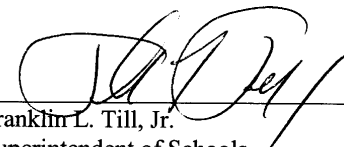
For School System

(Corporate Seal)

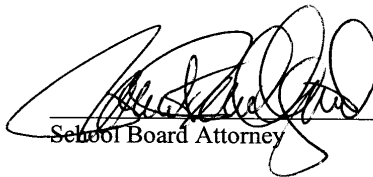
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By: 
Dr. Robert D. Parks, Chairperson


Franklin L. Till, Jr.
Superintendent of Schools

Approved as to Form:


School Board Attorney

Attachment A

AVID™ Site Membership, Materials and Fee Schedule:

1. Period of Agreement: July 1, 2002 to June 30, 2003

If AVID Center does not receive a fully executed original of this Agreement by May 15, 2002, then this Agreement will be null and void.

2. School System:

Name of School System: The School Board of Broward County, Florida
Address: 600 SE 3rd Avenue
KC Wright Administration Building
City, State, Zip Code: Ft. Lauderdale, FL 33301

Federal Employer ID #: _____
Contact Name: Dr. Margery Marcus
Director, Advanced Academic Programs
Contact Telephone: (954) 768-8924
Contact Facsimile: (954) 768-8919

3. AVID Member Schools:

School System will offer AVID in four (4) total schools during the 2002-2003 school year;
2 middle schools and 2 high schools:

Middle Schools: Sunrise, McNicol
High Schools: Ft. Lauderdale, Hallendale

4. AVID™ Membership:

School System agrees to pay an annual membership fee School System according to the following international schedule based on the total number of schools in School System's AVID™ Program.

# of Schools	Standard Fee/School	Discounted fees per Florida College Board Partnership (2002 only)
1 to 9	\$2,500	\$1,500
10 to 19	\$2,250	
20 to 29	\$2,000	
30 to 39	\$1,500	
40 +	\$1,400	

School System's membership fee is calculated as follows:

4 schools @ \$1,500 = \$6,000.00

5. AVID™ Publications/Videos:

The cost of the full set of high school publications and videos is \$3,720 plus shipping. The cost of the full set of middle school publications and videos is \$3,095 plus shipping. The full set provides student workbooks for 30 students. Shipping cost is for UPS ground service only; additional fees for Federal Express may be necessary if rapid delivery is requested.

1 high school library @ \$3,720	= \$7,440.00
2 middle school libraries @ \$3,095	= \$6,190.00
Subtotal	\$13,630.00
Shipping @ 5% (UPS Ground)	= \$681.50
Total Cost	= \$14,311.50

6. Summer Institute:

School System's AVID™ schools will send eight members from any new schools that will begin conducting an AVID™ program, including the principal, counselor, AVID™ coordinator, and core subject area teachers to an approved AVID™ Summer Institute. Recommended subject area teachers include English, mathematics, science, social science, and world languages. The cost for regular registration at the Summer Institute is \$500 per person in 2002. School System understands that travel, lodging, and per diem costs are not included in the price of the registration fee.

Total Cost: Four site teams 4 x 8 x \$450 =	\$14,400.00
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Note: School Systems signing this contract by May 1, 2002, may use the discounted early bird registration fee of \$450 per participant.

7. Regional Development Center Training

Regional Development Center training is for AVID™ District Directors and occurs over a two year period. The cost of RDC training is \$15,000, payable over two years at \$7,500 per year. Training cost includes provision of sample sets of curriculum materials for high school and/or middle school, as appropriate. The training fee does not include travel or meal expenses. The training involves the following:

7. Regional Development Center Training (cont.)

<u>Training Level</u>	<u>Time</u>	<u>Location</u>
Year 1: RDC I, Modules 1-3	1 week, fall or spring	San Diego or Atlanta
RDC I, Modules 4-5	1 week, fall or spring	San Diego or Atlanta
Summer Institute	1 week, summer	
Year 2: RDC II, Modules 7-8	1 week, spring	San Diego or Atlanta
RDC II, Modules 9-10	1 week, fall or spring	San Diego or Atlanta
Summer Institute	1 week, summer	
 Total Cost:		 = \$7,500.00

8. TOTAL 2002-2003 IMPLEMENTATION COST

Contract signed and returned by June 15, 2002.....	\$42,211.50
Less: College Board Assistance (attach qualification letter)	<u>\$42,211.50</u>
Total Paid by School System	*see Note 2

Note 1: The College Board Florida Partnership may absorb a portion of these fees. School System must provide a copy of a letter agreement from the College Board to the School System, with fees to be paid by the College Board detailed.

Note 2: The School Board of Broward County will cover expenses for travel, lodging, tutor training, tutor compensation, and site professional development at the rates as specified in School Board Policy 3400. This first year Implementation cost for the 32 member site team will be approximately \$40,000 for the 2002-2003 school year. These funds will be appropriated and managed by the Broward County School District Office.

THE AVID DISTRICT/REGIONAL DIRECTOR

Background

In order to disseminate the AVID™ program effectively and to build strong regional AVID™ programs, the AVID™ Center coordinates training and networking of regional leaders. These individuals accept primary responsibility for ensuring the implementation of program components according to the model and for facilitating the development of site conditions that ensure effective AVID™ implementation. AVID™ District/Regional Directors attend the AVID™ Regional Development Center (RDC) in San Diego, CA or Atlanta, GA. Included are site visits to AVID™ schools and sessions which develop district and regional capacity to build new programs and provide ongoing support and staff development to AVID™ programs and coordinators.

Role of the AVID District/Regional Director

The primary role of the AVID™ District/Regional Director is to coordinate support for AVID™ programs. The following areas of responsibility are offered as guidelines. The ability of the District/Regional Director to plan and conduct each of these is impacted by what proportion of the director's job responsibilities is designated for AVID™. AVID™ Center recommends the following amount of time spent on District/Regional Director duties as the program grows within that person's district or region:

<u>No. AVID Sites</u>	<u>Full Time Equivalent Position</u>
1-7	25%
8-15	50%
16-24	75%
25-30	100%

Staff Development: The District/Regional Director coordinates workshops for AVID™ coordinators, training for AVID™ tutors, site team conference for AVID™ site teams, and site team participation in the AVID™ national or regional Summer Institute.

Technical Support to Sites: The District/Regional Director visits each AVID™ site. A site visit includes AVID™ classroom observation and coaching of the AVID™ coordinator, observation of subject area teachers who have participated in AVID™ staff development, meeting with the AVID™ site team to facilitate progress towards goals identified in the Site Team Plan, and meeting with the principal to promote administrative support for and institutionalization of the AVID™ program.

Data Collection and Research: The District/Regional Director coordinates the collection of data as guided by the national AVID™ Center, and using resources in the region as available, in order to monitor progress and success of regional AVID™ programs.

Building a Structure of Support: The District/Regional Director coordinates the establishment of an AVID™ policy board or advisory group that is made up of top level district administration and representatives from local post-secondary institutions.

Outreach: The District/Regional Director responds to inquiries regarding program dissemination by providing information sessions and program publicity.

Partnerships with Postsecondary Institutions: The District/Regional Director works with college and university staff to coordinate student outreach, tutor employment, AVID™ summer bridge programs, and support for AVID™ students enrolling at the postsecondary institutions.

Special Events: The District/Regional Director facilitates AVID™ events (e.g., AVID™ student writing contest, AVID™ student conference, AVID™ family conference).

Partnership with the AVID™ Center: The District/Regional Director coordinates communication regarding contracts for consultant services, technical assistance for district or regional planning, and the AVID™ certification process. The District/Regional Director also maintains open communication and collaboration with the AVID™ Center by mailing information about regional AVID™ activities, by participating in AVID™ conferences, by networking via phone/ FAX/ e-mail, by contributing to the AVID™ international academic journal, etc.

The AVID™ Regional Development Center

Preparation for the role of AVID™ District/Regional Director and ongoing training to build regional and district capacity are provided by sessions at AVID™ Center in San Diego, CA or Atlanta, GA over a period of two years. Ongoing short sessions occur yearly thereafter.

*Contract Form Revised: 12/21/01
Contract Written: 2/26/02, revised 3/20/02, 4/9/02*

Attachment C

Additional Terms and Conditions Required by School System

Confidential Student Records: AVID Center will maintain as confidential any personally identifiable student information or information that is privileged or confidential under federal or state law including, without limitation, Section 228.093, Florida Statutes.

Section II, AVID Trade Mark, is hereby revised to add the following paragraph:

II. 9. D. AVID Center shall hold harmless and defend School System against any and all suits based on any claim that the use of AVID program and materials by School System under this Agreement infringes on any United States patent right or copyright, provided that AVID Center is properly notified in writing of any such suit or claim against the School System, and further provided that School System permits AVID Center to defend, compromise, or settle the same, and gives AVID Center all available information, reasonable assistance, and authority to enable AVID Center to do so. This indemnity shall not apply to any infringement arising out of: (1) the alteration or modification of the AVID Program and materials by the School System; (2) any use of the AVID Program and Materials which is not authorized herein or not used in accordance with the applicable software documentation; or (3) use of the AVID Program and Materials with any computer hardware or software not supplied or approved by AVID Center.

Section IV, Period of Agreement, is hereby revised to add the following sentence:

However, this request shall not be construed as impeding School System's termination rights granted in Section VII of this Agreement.

Indemnification: Each party agrees to be fully responsible for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

Section VII, Termination, is hereby revised to add the following sentences:

If AVID Center is found by School System to be materially out of compliance with the terms of this Agreement, trademark and copyright protections, or quality standards then School System will notify AVID Center in writing of the basis for its noncompliance and give AVID Center a thirty (30) day cure period to cure its noncompliance. If AVID Center remains non-compliant following the cure period, then School System may, at its option, terminate this Agreement immediately by giving written notice to AVID Center.

Section X- Authority, is hereby revised to add the following sentence:

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

Attachment C (cont.)

Additional Terms and Conditions Required by School System

Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To School System: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida, 3301

With a Copy to : Director of Advanced Academic Programs
Dr. Margery Marcus
600 SE 3rd Avenue
KC Wright Administration Building
Ft. Lauderdale, FL 33301

To AVID Center: Executive Director
AVID Center
5353 Mission Center Road, Suite 222
San Diego, CA 92109

Non-Discrimination The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities, and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

Excess Funds. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgements under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.