

# AVID Center



## Products and Services Quote/Order

Quote/Order #: Q-83449  
 Client: Mt. Diablo Unified School District  
 Address: 1936 Carlotta Dr  
 Concord, CA 94519

AVID Center Representative: Ferrari Garcia  
 Phone: (858) 654-5077  
 Email: fgarcia@avid.org

Effective Date: July 01, 2022

Expiration Date: June 30, 2023

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

Bel Air Elementary School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,225.00	\$0.00	\$3,179.00
1	AVID Weekly Elementary	\$625.00	\$0.00	\$0.00
Bel Air Elementary School SUBTOTAL:				<b>\$3,179.00</b>

College Now				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$0.00	\$3,629.00
1	AVID Weekly Secondary	\$625.00	\$0.00	\$545.00
College Now SUBTOTAL:				<b>\$4,174.00</b>

College Park High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$0.00	\$3,629.00
1	AVID Weekly Secondary	\$625.00	\$0.00	\$545.00
College Park High School SUBTOTAL:				<b>\$4,174.00</b>

Concord High School				
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QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$0.00	\$3,629.00
1	AVID Weekly Secondary	\$625.00	\$0.00	\$545.00
Concord High School SUBTOTAL:				<b>\$4,174.00</b>

Delta View Elementary School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,225.00	\$0.00	\$3,179.00
1	AVID Weekly Elementary	\$625.00	\$0.00	\$0.00
Delta View Elementary School SUBTOTAL:				<b>\$3,179.00</b>

El Dorado Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$0.00	\$3,629.00
1	AVID Weekly Secondary	\$625.00	\$0.00	\$545.00
El Dorado Middle School SUBTOTAL:				<b>\$4,174.00</b>

El Monte Elementary School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,225.00	\$0.00	\$3,179.00
1	AVID Weekly Elementary	\$625.00	\$0.00	\$0.00
El Monte Elementary School SUBTOTAL:				<b>\$3,179.00</b>

Fair Oaks Elementary School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,225.00	\$0.00	\$3,179.00
1	AVID Weekly Elementary	\$625.00	\$0.00	\$0.00
Fair Oaks Elementary School SUBTOTAL:				<b>\$3,179.00</b>

Hidden Valley Elem School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,225.00	\$0.00	\$3,179.00
1	AVID Weekly Elementary	\$625.00	\$0.00	\$0.00
Hidden Valley Elem School SUBTOTAL:				<b>\$3,179.00</b>

Highlands Elementary School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,225.00	\$0.00	\$3,179.00
1	AVID Weekly Elementary	\$625.00	\$0.00	\$0.00
Highlands Elementary School SUBTOTAL:				<b>\$3,179.00</b>

Mountain View Elem School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,225.00	\$0.00	\$3,179.00
1	AVID Weekly Elementary	\$625.00	\$0.00	\$0.00
Mountain View Elem School SUBTOTAL:				<b>\$3,179.00</b>

Oak Grove Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$0.00	\$3,629.00
1	AVID Weekly Secondary	\$625.00	\$0.00	\$545.00
Oak Grove Middle School SUBTOTAL:				<b>\$4,174.00</b>

Pine Hollow Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$0.00	\$3,629.00
1	AVID Weekly Secondary	\$625.00	\$0.00	\$545.00
Pine Hollow Middle School SUBTOTAL:				<b>\$4,174.00</b>

Pleasant Hill Elem School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,225.00	\$0.00	\$3,179.00
1	AVID Weekly Elementary	\$625.00	\$0.00	\$0.00
Pleasant Hill Elem School SUBTOTAL:				<b>\$3,179.00</b>

Pleasant Hill Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$0.00	\$3,629.00
1	AVID Weekly Secondary	\$625.00	\$0.00	\$545.00



Pleasant Hill Middle School SUBTOTAL:	<b>\$4,174.00</b>
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Rio Vista Elementary School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,225.00	\$0.00	\$3,179.00
1	AVID Weekly Elementary	\$625.00	\$0.00	\$0.00
Rio Vista Elementary School SUBTOTAL:				<b>\$3,179.00</b>

Riverview Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$0.00	\$3,629.00
1	AVID Secondary Library Package	\$4,590.00	\$0.00	\$4,590.00
1	Shipping & Handling	\$150.00	\$0.00	\$150.00
1	Secondary Digital Library Set - 8 Licenses	\$999.00	\$0.00	\$0.00
1	AVID Weekly Secondary	\$625.00	\$0.00	\$0.00
7	AVID Summer Institute	\$950.00	\$525.00	\$6,125.00
Riverview Middle School SUBTOTAL:				<b>\$14,494.00</b>

Sequoia Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$0.00	\$3,629.00
1	AVID Weekly Secondary	\$625.00	\$0.00	\$545.00
Sequoia Middle School SUBTOTAL:				<b>\$4,174.00</b>

Shore Acres Elementary School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,225.00	\$0.00	\$3,179.00
1	AVID Weekly Elementary	\$625.00	\$0.00	\$0.00
Shore Acres Elementary School SUBTOTAL:				<b>\$3,179.00</b>

Westwood Elementary School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,225.00	\$0.00	\$3,179.00
1	AVID Weekly Elementary	\$625.00	\$0.00	\$0.00
Westwood Elementary School SUBTOTAL:				<b>\$3,179.00</b>

TOTAL: \$88,855.00

*plus all applicable taxes*

**Additional Comments:**

This amendment includes the following revisions: Remove AVID District Leadership year 1 for Jeanne Johnson. Reduce Summer Institute registrations for Riverview Middle School from 8 to 7. The total amount has decreased from \$95,730.00 to \$88,855.00

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. This Quote/Order and any exhibits or attachments hereto, together with the General Terms and Conditions, 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. Descriptions and requirements for AVID Products and Services can be found at <https://www.avid.org/Page/3290>. 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>.

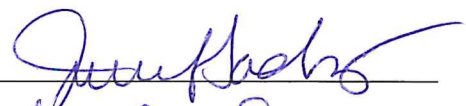
AVID Center is committed to assisting Client with a successful implementation. Newly implementing AVID sites are best supported by a core site team of educators – at least 8 for AVID Secondary or 4 for AVID Elementary. In the initial year of implementation, Client agrees to enroll participants into AVID Summer Institute ("SI") equal to the minimum core site team described herein, unless AVID Center agrees to a lesser number on this Quote/Order. If AVID DigitalXP ("DigitalXP") is taken instead of SI, prices will be adjusted accordingly upon completion of the training event. 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 SI/DigitalXP 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)

Mt. Diablo Unified School District

By: \_\_\_\_\_  
Print  
Name: \_\_\_\_\_  
  
Title: \_\_\_\_\_  
  
Date: \_\_\_\_\_  
  
Email: contracts@avid.org

By:   
Print  
Name: Jennifer Sachs  
  
Title: Chief of Educational Services  
  
Date: 8/15/2022  
  
Email: sachs.j@mdusd.org

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

EXHIBIT TO AVID CENTER GENERAL TERMS AND CONDITIONS

COVID-19 SPECIFIC PROVISIONS

1. **Client's Representations and Warranties.** Client makes the following representations and warranties with respect to SARS-CoV-2:

a. It has in effect policies and protocols designed to prevent the spread of COVID-19 and protect Client and its affiliates, and their respective employees, contractors and vendors, from contracting or spreading COVID-19 ("COVID-19 Policies");

b. It has made an independent review of all federal, state, and local statutes and regulations (the "COVID-19 Rules") applicable to the participation of Client and its affiliates in any training program, meeting or other event contemplated under the Agreement and the COVID-19 Policies fully comply with the COVID-19 Rules;

c. It remains up-to-date on the COVID-19 Rules and Client updates and implements the COVID-19 Policies to reflect changes to the COVID-19 Rules, as necessary; and

d. It has made its affiliates and their employees aware of the COVID-19 Policies and it is solely responsible for implementation of the COVID-19 Policies.

2. **Limitation of Liability.** CLIENT IS AWARE OF THE CURRENT, ONGOING GLOBAL COVID-19 PANDEMIC AND UNDERSTANDS THAT THERE EXIST INHERENT RISKS ASSOCIATED WITH HOSTING AND/OR ATTENDING IN-PERSON EVENTS, INCLUDING CONTRACTING OR PROMOTING THE SPREAD OF COVID-19. CLIENT AGREES THAT ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE EMPLOYEES, PARTICIPATE IN ANY EVENT CONTEMPLATED IN THE AGREEMENT (THE "EVENT(S)") AT THEIR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, CLIENT AGREES THAT AVID CENTER IS NOT LIABLE FOR THOSE WHO MIGHT CONTRACT OR SPREAD THE COVID-19 VIRUS (OR ANY VARIANT THEREOF) AS A RESULT OF OR FOR ANY REASON RELATED TO ATTENDING OR PARTICIPATING IN ANY OF THE EVENT(S). CLIENT RELEASES AVID CENTER FROM ALL LIABILITY ARISING FROM OR RELATED TO EXPOSURE TO COVID-19 BY EMPLOYEES OF CLIENT OR ANY OF ITS AFFILIATES ATTENDING OR PARTICIPATING IN ANY OF THE EVENT(S).

3. **Indemnification.** Client covenants and agrees to defend, indemnify and hold harmless AVID Center from any and all claims and suits and resulting liabilities, damages, costs and expenses, including reasonable attorneys' fees and court costs, AVID Center may incur arising out of or related to exposure to COVID-19 by employees of Client or its affiliates attending or participating in any of the Event(s).

4. **Survival.** The provisions of this Exhibit shall survive expiration or any termination of the Agreement.

5. **General.** Notwithstanding anything in this Agreement to the contrary, the terms of this Exhibit will supersede, replace and control over all conflicting terms in (a) elsewhere in this Agreement or any Subsequent Quote/Order, or any amendments thereto, (b) any and all terms pre-printed or otherwise on any invoices, business forms, purchase or other orders, proposals, quotations and other related documents, and (c) any electronic agreements contained in or required to access or use the Services, or otherwise provided by AVID Center. This order of precedence replaces and controls over any other or conflicting order of precedence elsewhere in this Agreement.