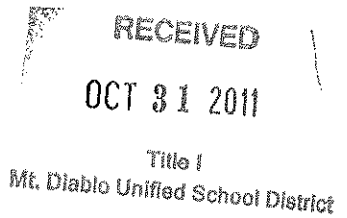


MT. DIABLO UNIFIED SCHOOL DISTRICT
STATE AND FEDERAL PROGRAMS

MASTER CONTRACT

FOR SUPPLEMENTAL EDUCATIONAL SERVICES

UNDER THE NO CHILD LEFT BEHIND ACT OF 2001



THIS MASTER CONTRACT ("Contract") is made and entered into on October 21, 2011, between the Mt. Diablo Unified School District ("District"), a public school district duly operating under the laws of the state of California, and Avanza, (address/phone number) 155 East Main Ave., Suite 170, Morgan Hill CA 95037, 408-782-5045, the supplemental service provider (hereinafter referred to as "PROVIDER") for the purpose of providing supplementary services to eligible District students. "Eligible students" are those students identified by the District who meet specific requirements under the No Child Left Behind Act.

WHEREAS, the District is authorized by California Government Code §53060 to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the District is in need of such special services and advice;

WHEREAS, PROVIDER is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

WHEREAS, the No Child Left Behind Act, 20 U.S.C. Section 6316(e), outlines the requirements for supplemental education services;

WHEREAS, Section 6316(e)(3) contains the following requirements:

- a. Requires the District to develop, in consultation with parents (and the provider chosen by parents), a statement of specific achievement goals for the student, how the student's progress will be measured, and a timetable for improving achievement which, in the case of a student with disabilities, is consistent with the student's Individual Education Plan ("IEP");
- b. Requires a description of how the student's parents/guardians and teacher/teachers will be regularly informed of the student's progress;
- c. Requires a provision for the termination of the Agreement if the PROVIDER is unable to meet the goals and timetables required;
- d. Requires provisions with respect to the making of payments to the PROVIDER by the District;
- e. Prohibits the PROVIDER from disclosing to the public the identity of any student eligible for receiving supplemental services, without the written permission of the parent/guardian of such student;

WHEREAS, PROVIDER has been approved by the California State Department of Education and has met the qualifications to be certified as a supplementary service provider; and;

WHEREAS, PROVIDER is willing to provide such services to all District's eligible students if selected by the parents/guardians of eligible students.

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

1. Definitions

The following definitions shall apply for purposes of this Master Contract:

- a. The term "Supplemental Educational Services" means additional academic instruction designed to increase the academic achievement of students in Title I schools. These services may include academic assistance such as tutoring, remediation and other educational interventions, provided that such services have been evaluated and approved by the state educational agency. Supplemental Educational Services must be provided outside of the regular school day. Supplemental Education Services must be high quality, research-based, and specifically designed to increase student academic achievement [NCLB, Title I, Part A, Section 1116(e)(12)(C)].
- b. The term "District" means Mt. Diablo Unified School District and/or any person authorized to do business on behalf of Mt. Diablo Unified School District.
- c. The term "Provider" means a state approved entity which is authorized to provide Supplemental Educational Services as described in 1a.
- d. The term "Parent" means a natural or adoptive parent, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent or by court of competent jurisdiction.
- e. The term "Student" means a child in kindergarten through grade 12 who has been assigned to and attends a Mt. Diablo Unified school which has been designated as a school in their second year of school improvement, in corrective action, or in restructuring under the Federal No Child Left Behind (NCLB) Act of 2001. Furthermore, this child must be from a low-income family or attend a school which has a National School Lunch Program, Provision 3 status in which all students are considered low-income.
- f. The term "Per Pupil Allocation (PPA)" means the maximum dollar amount per eligible child established by the state on an annual basis, which a District may not exceed when paying for services as described in 1a.
- g. The term "Days" means calendar days unless otherwise specified.
- h. The term "Incentive" means any up-front monetary or material gifts valued at more than \$2.00 given to parents or students to encourage them to choose a specific Provider to offer Supplemental Educational Services to their child and incentives valued at \$5.00 each or \$50 in the aggregate used within a PROVIDER'S program to encourage students to reach certain achievement or attendance levels after they have begun service.

- i. Mt. Diablo Unified School District's Title I Schools are as follows: Bel Air Elementary, Cambridge Elementary, Fair Oaks Elementary, Meadow Homes Elementary, Rio Vista Elementary, Shore Acres Elementary, Ygnacio Valley Elementary, Oak Grove Middle School, and Riverview Middle School.

2. Individual Supplementary Service Agreement

- a. Pursuant to ESEA Sec. 1116(e)(3), an individual agreement for supplementary services must be completed for each student. A form Individual Supplementary Services Agreement ("ISSA") shall be developed by the District and provided to each PROVIDER for completion prior to PROVIDER providing any services to students of the District. In lieu of the District form ISSA, a PROVIDER may provide its own individual agreement for supplementary services as long as said agreement contains all pertinent information required under 20 USC §6316(e), which is set forth in Paragraph 1(b) of this Agreement.
- b. The PROVIDER will complete the individual agreement for supplementary services in consultation with parents/guardians and the District for each eligible student whose parent/guardian elects to receive supplementary services from PROVIDER. The individual agreement for supplementary services will be completed prior to the commencement of instructional services by the PROVIDER to the student and will include specific achievement goals for the student, a description of how the students progress will be measured, a timetable for improving the students achievement that, in the case of a student with disabilities, is consistent with the student's individualized education program ("IEP") and how the students, parents, and teachers will be regularly informed of the student's progress. A copy of each student's completed individual agreement for supplementary services shall be provided to the District immediately upon completion for review by the District to ensure compliance with the provisions herein.
- c. The ISSA will be re-submitted at the end of the program to provide a summary of the students' overall academic achievement. A Program Summary Final Report for all students with measurable attendance which includes student name, ISSA goal, pre/post test scores and record of academic gains (losses) may be submitted in lieu of resubmitting the students' ISSA at the program conclusion.
- d. Subsequent changes in any student's individual agreement may only be made with the written consent of the District in consultation with parents/guardians. PROVIDER, the District or the parents/guardians may request a review of a student's Individual Agreement.
- e. PROVIDER shall not unilaterally terminate any Individual Agreement. PROVIDER shall obtain written authorization from the District before terminating any Individual Agreement.
- f. PROVIDER shall not disclose to the public the identity of any student eligible for, or receiving supplemental educational services without the written permission of the parents or legal guardian of such student.
- g. Parents/guardians shall not be charged for any services rendered under the individual agreement for supplementary services unless such services and charges are clearly identified in writing and agreed upon in advance in writing signed by the parents/guardians. In no event shall the agreed upon charges obligate the District financially, nor shall the District incur any obligation or expense in excess of the state/federal reimbursement amount.

3. Student Records Maintenance and Access

- a. PROVIDER shall maintain daily records of student services provided, including the name/ address of student, the name of PROVIDER'S employee who rendered the service, student attendance, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to the District upon request.
- b. All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not the direct employee of the PROVIDER. PROVIDER agrees to provide access to and copies of student records to the District and/or the parents/guardians of the District's student. PROVIDER shall not forward to any other person other than parents/guardians or District any student record or student name without the written consent from the parent/guardian or the District. Upon completion or termination of the individual agreement for supplemental services (ISSA or other approved form) or termination of this Contract, PROVIDER shall deliver to District copies of all student records for whom the PROVIDER has provided services under this Contract.
- c. PROVIDER shall retain originals of all records relating to the provision of services, under this Agreement, including but not limited to student records and all records relating to each students' individual supplementary services agreement, for a period of five years from the date the last service is provided to said student. All other records relating to this Agreement shall be retained for a period of five years from the date the Agreement with the PROVIDER terminates.

4. Access by the District

PROVIDER shall notify the District of the location and/or any change in location at which it is providing services to the District's eligible students. It shall allow access to its facilities for periodic monitoring of each student's instructional program by the District and shall be invited to participate in the review of each student's progress by the District. The District representatives shall have access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each student's progress including the behavior intervention plan, if any.

5. Inspections and Audit

PROVIDER understands that the District reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal and procedural compliance.

PROVIDER shall provide access to records or reports, or other matter relating to the Contract, upon request by the District. Fiscal records shall be maintained by PROVIDER for five (5) years and shall be available for audit. At the end of each school year, copies of student records shall be returned and/or submitted to the District. Unless PROVIDER and District otherwise agree in writing, PROVIDER shall pay to the District the full amount owed as a result of PROVIDER'S over-billing and/or failure to perform, in whole or in part, any of its obligations under this Master contract, as determined by an inspection, review, or audit by the District, a state agency, a federal agency and/or an independent agency/firm. PROVIDER shall make such payment to the District within thirty (30) days of receipt of written notice demanding payment.

6. Description of Services

Provider shall provide services that are secular, neutral and non-ideological in compliance with ESEA Section IIIb(e)(5)(D). PROVIDER shall provide a description of services to be provided, which shall be set forth in Exhibit A which is attached hereto and incorporated herein. All services will be provided outside of the regular school day.

PROVIDER shall provide a calendar which delineates the start/end date of services. This calendar shall denote the days/hours of the week services will be offered. This calendar shall include the total program hours as described in Exhibit A, section d. District and local holidays shall be noted on the calendar.

7. Supplies/Equipment/Facilities

PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a student as required in his/her ISSA. A PROVIDER who desires to use District facilities must make a separate application for use of facilities through the District's Use of Facilities procedures. The Facility Use application must be individually approved by the District and may require fees for use.

8. Incentives

The PROVIDER shall not provide any up-front incentive valued at over \$2.00 per student to parents or students to encourage signing up for PROVIDER'S services or to encourage any other student or parent to sign up for PROVIDER'S services. Acceptable are such items as pencils, pens, magnets, etc. In any marketing information or other explanation, verbal, written, and in the delivery of services, PROVIDER may not offer to parents and/or students incentives valued at more than \$5.00 each or \$50 in the aggregate per student as achievement and/or attendance incentives once the student has signed up for PROVIDER'S services.

9. Student Progress Report Cards/Assessment

PROVIDER shall provide to parents, each student's home school, and the District written progress reports/report cards. A copy of the progress reports/report shall be maintained at the PROVIDER'S place of business and made available upon request of District and student's parents. A minimum of one progress report will be issued at program midpoint.

PROVIDER shall administer pre-test assessments at the beginning of service to each student and administer post-test assessments to each student before the end of the program. PROVIDER shall be responsible for the designated assessment tools necessary to comply with this requirement. These assessments shall be used to generate the information on the Program Summary Final Report and/or finalized Student ISSAs as described in Paragraph 2 c.

10. Fingerprints/TB Testing

PROVIDER shall comply with the requirement of California Education code sections 44237, 3502.1, 35021.2, Title 5 California code of Regulations section 13075(J) including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as "CDOJ"), clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI"), and TB clearance for PROVIDER'S employees prior to providing service to a District student unless

PROVIDER determines that the employees will have no contact with District students or if those services will be provided at a non-District site. Such CDOJ and FBI clearance shall include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237 (h), unless despite such person's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to a California Education Code section 44237 (i) or (j). In addition, PROVIDER shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2 with respect to each such person. PROVIDER shall certify in writing to the District that PROVIDER has at all times complied with this Section of the Master Contract.

PROVIDER shall supply the District with a list of names of those employees who are to work with students of the District prior to any employee providing services to students of the District. This list of employee names will include a Clearance Certification statement that certifies that all listed employees who will have any contact with District students have met all DOJ, FBI and TB compliance requirements. This Clearance Certification shall be updated as needed when employee changes are made. This Clearance Certification shall be signed by PROVIDER.

All current employees of the District retained by PROVIDER to provide services to students of the District who have previously undergone said criminal background check shall be exempt from the requirements of this paragraph.

All employees of a PROVIDER which provides services at an off-campus location shall be exempt from the requirements of this paragraph.

11. Staff Qualifications

PROVIDER shall ensure that all individuals employed and/or otherwise hired by PROVIDER to provide classroom and/or individualized instruction or related services are qualified in the area in which the individuals are providing service.

12. Independent Contractor Status

PROVIDER is an independent contractor. Nothing in this Agreement shall be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this agreement.

PROVIDER hereby certifies that it is fiscally sound and not currently in bankruptcy proceedings.

13. Conflict of Interest/Statement of Organization

PROVIDER agrees to furnish to the District a valid endorsed filed copy of its enabling document, be it articles of incorporation or statement of partnership filed with the appropriate governmental entity and to timely update said information as changes in such Governance occur. Provider hereby certifies that it is legally constituted to do business in California. Any PROVIDER that is not a registered California corporation or other legal entity must register with the California Secretary of State as an entity doing business in the State of California as a condition to entering into this contractual relationship with the District.

PROVIDER represents that provider has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this agreement. PROVIDER shall not conduct or solicit any non-District business while on District property or time.

PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder.

PROVIDER warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of District any cash or non-cash gratuity or payment with view towards securing any business from District or influencing such person with respect to the conditions or performance of any contracts with or orders from District. Any breach of this warranty shall be a material breach of each and every contract between District and Provider.

Should a conflict of interest arise, Provider agrees to fully cooperate in any inquiry and to provide the District with all documents or other information reasonably necessary to enable the District to determine whether or not a conflict of interest existed or exists.

14. Certification/Approval

PROVIDER shall be certified or otherwise approved by the California Department of Education (hereinafter referred to as "CDE") as a Supplemental Educational Services provider. A current copy of the PROVIDER'S California Department of Education approved SES application must be provided to the District on or before the date this Master Contract is executed. This Master Contract shall be null and void if such application expires, or is revoked, rescinded, or otherwise nullified during the Term of this Master Contract.

15. Indemnification

PROVIDER shall defend, hold harmless, and indemnify the District and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the error, omission, negligent or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Agreement.

The District shall defend, hold harmless and indemnify PROVIDER and its governing board, officers, agents, and employees from all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever resulting from the error, omission, negligent or intentional acts of the District, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Agreement.

16. Insurance

During the entire term of this Contract and any extension or modification thereof, PROVIDER, at its sole cost and expense, shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles if used in relation to the performance of service(s) by PROVIDER, and, if provider has in effect such insurance, errors and omissions/professional liability insurance, of at least one million dollars (\$1,000,000.00) for each person and two million dollars (\$2,000,000.00) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness or diseases from any one accident or occurrence, and one million dollars (\$1,000,000.00) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. The insurance coverage must be from a California licensed insurer with an A minus (A-), VII or better rating from A.M. Best sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with contractor's fulfillment of any of its obligations under this agreement. Not later than the effective date of this Agreement, PROVIDER shall provide the District with satisfactory evidence of insurance which will include a Certificate of Insurance and Endorsement Page that must name the District (Mt. Diablo Unified School District) as an additional named insured, including a provision for a thirty (30) calendar day written notice to the District before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall, at its own cost and expense, procure and maintain insurance under the Worker's Compensation Law of California, if applicable. The District reserves the right to revise the requirements of this provision at any time. If the District determines that additional insurance coverage is necessary, the District will reopen negotiations with PROVIDER to modify the terms of this Agreement. Failure to maintain the above mentioned insurance coverage shall be cause for termination of this Master Contract.

If PROVIDER is self-insured, PROVIDER shall submit to District a description of the self insurance plan, excess coverages, and evidence that the plan is adequately funded to provide:

- a. At least \$1,000,000 per occurrence and \$2,000,000 general aggregate and general liability
- b. \$1,000,000 per occurrence and \$2,000,000 general aggregate professional liability coverage for all damages arising from each accident or occurrence,
- c. A statement by Plan Administrator that written notice of discontinuance or material change in coverage or provision of the plan will be sent to the District at least thirty (30) days before such discontinuance of material change
- d. Any deductibles or self-insured retentions shall be declared in writing to the District. District approval in writing is required for any amount of over \$25,000.
- e. Upon approval in writing by the District, this self-insurance will satisfy the liability insurance requirement of this Paragraph 16 of this Master Contract.

17. Monthly Invoices/Payments

PROVIDER shall submit to the District monthly invoices itemized by name and by address or student identification number of each student, service provided and actual number of hours for which services were provided, at the rate specified in Exhibit A. Such invoices shall be submitted to the Executive Director of State and Federal Programs at the address specified in Paragraph 40 of this Agreement within thirty (30) days of the rendering of services. For each student receiving services, the District shall pay no more than the current Per Pupil Allotment (PPA) of \$1,042.70 as established by the California Department of Education (CDE) under the NCLB Act for the 2011-2012 academic year for Supplemental Educational Services. No payment will be made for services to any student until an ISSA for that student has been received, reviewed and approved by the District. The amount paid will

be prorated based upon the services provided. The District shall not be responsible for the payment of services when a student is absent.

Based on the total number of student sign-ups for Supplemental Educational Services for the 2011-2012 academic year, the total payment to the PROVIDER shall not exceed the estimated amount of \$ 25,025.00 .

Discrepancies in billing including, but not limited to, eligibility of students on invoice, actual hours of student attendance, will be reported to PROVIDER by District within ten (10) days of receipt of invoice. PROVIDER shall correct deficiencies and submit rebilling invoices no later than thirty (30) days after District has identified the discrepancies.

Additional provisions regarding invoicing and payment are set forth in Exhibit A.

18. Complaint Procedures

PROVIDER shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of District students with appropriate information (including complaint forms) for the following:

- a. Uniform Complaint Procedures pursuant to Title 5 of the California Code of regulations section 460 et seq.
- b. Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a)
- c. Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c)
- d. Title IX 34 CFR 106.8 (a) (d) and 106.9 (a) and any other policies required by law.

A description of PROVIDER'S Complaint Procedures must be included in Exhibit A.

19. Non-Discrimination

PROVIDER shall not discriminate on the basis of race, religion, color, creed, sex, national origin, age, gender identity, or sexual orientation in employment or operation of its programs. PROVIDER will provide Supplemental Education Services consistent with applicable health, safety and civil rights laws.

20. Student Change of Enrollment

If the District student's change of enrollment is to a school of residence outside of Mt. Diablo USD's service boundaries or a District school of residence whose students are not eligible for SES under the No Child Left Behind Act, the District shall not be responsible for the cost of services delivered after the student's change of enrollment.

21. Withdrawal of Student from Program

PROVIDER shall immediately report (by phone, fax, or email) to District when a student withdraws from services.

22. Parent Access

PROVIDER shall comply with any known court orders regarding parental visits and access to MDUSD students.

23. Health and Safety

PROVIDER shall comply with all applicable federal, state, local, laws, regulations, ordinances, policies, and procedures regarding student health and safety.

24. Facilities and Facilities Modifications

PROVIDER shall offer services to District students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. PROVIDER shall not make any structural changes and/or modifications to District facilities.

25. Administration of Medication

PROVIDER shall comply with the requirements of California Education Code Section 49423 when provider serves a District student that is required to take prescription and/or over-the-counter medication during the session. PROVIDER shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of employee who administered the medication.

26. Report of Missing Children

PROVIDER assures District that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370.

27. Child Abuse Reporting

PROVIDER assures the District that PROVIDER'S staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code § 49370 and California Penal Code § 11166, et seq. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children.

PROVIDER shall submit immediately by fax and/or mail, within twenty-four (24) hours, an accident or incident report to the District when it becomes aware of circumstances including, but not limited to, allegations of molestation, child abuse, and missing children under PROVIDER'S supervision in addition to any direct report to the appropriate agency as required by law.

28. Accident/Incident Report

PROVIDER agrees to submit a written accident/incident report to the District within twenty-four (24) hours of an accident or incident when a student has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel. Said accident/injury report shall be provided to the student's principal and to the Executive Director of State and Federal Programs at the address specified in Paragraph 40.

29. Right to Withhold

The District may, at its option in lieu of terminating this Contract pursuant to Paragraph 33, herein, withhold payment to PROVIDER, on ten (10) days written notice of such withholding, when in the opinion of the District:

- a. PROVIDER'S performance, in whole or in part, either has not been carried out or is insufficiently documented.
- b. PROVIDER has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- c. PROVIDER has failed to submit the invoice in a timely manner.

If the District gives notice of intent to withhold, PROVIDER shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency and/or invoke the dispute resolution provision herein.

30. Subcontract and Assignment

PROVIDER shall not subcontract or assign any of the work contemplated under this Contract to any third party entity.

31. Modifications and Amendments

This Master Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and the District. No change in this Master Contract or in the individual supplementary services agreement shall result in financial obligation to PROVIDER by the District in excess of the State/Federal reimbursement rate per student per year.

32. Disputes and Attorney's Fees

- a. Disputes between the District and PROVIDER concerning the terms and conditions of this Master Contract, other than its termination as provided in Paragraph 33 shall be submitted to the Superintendent of the District or his designee for resolution. The determination of the Superintendent or his designee shall be in writing and shall be final insofar as an administrative remedy is concerned.
- b. PROVIDER designates David Payne, located at 155 E. Main Ave, Ste 170, Morgan Hill, CA 95037 as its California agent for service of process for purposes of any litigation brought under this Contract.
- c. If legal action shall be brought by either of the parties in connection with this Agreement, the party prevailing in said action shall be entitled to recover from the party not prevailing, its costs of suit and reasonable attorneys' fees, which shall be fixed by the court.

33. Termination

- a. This Agreement is subject to termination by the District without cause or notice. Termination of Contract shall not alleviate PROVIDER'S responsibilities to complete any existing individual supplementary services agreements. This contract shall be terminated on the date set forth by the

District. Upon termination without default of PROVIDER, the District shall pay, without duplication, for all services satisfactorily performed to date of termination.

- b. In consideration of the payment referred to in Paragraph 17, PROVIDER waives all rights to any further payment or damages. Upon termination, PROVIDER shall immediately turn over to the District copies of all student records in its possession generated as a result of services rendered under this Master Contract, possessed by PROVIDER or under its control at the time of termination.
- c. An individual agreement for supplementary services may be terminated by PROVIDER only upon consent of the District. An ISSA shall terminate if the student ceases to be enrolled in the District, if the student moves to a school that is not required to participate in SES, or if the PROVIDER is unable to meet the goals and timetables set forth in the ISSA. Upon termination under this paragraph, final payment from the District will be calculated based upon a pro-rata calculation of total services for which the District is responsible for payment, offset by that portion of services actually rendered.

34. Compliance with Laws

During the term of this Agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws, ordinances, rules and regulations relating, to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Contract. PROVIDER must continue to meet the qualifications to be certified as a supplementary service provider during the term of this contract.

35. Entire Agreement

This Master Contract and all Exhibits, attachments and amendments thereto including the ISSA and Exhibit A constitute the entire agreement between the District and PROVIDER and supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated. This agreement supersedes any prior or contemporaneous written or oral understanding or agreement. This Master contract may be amended only by written amendment executed by both parties.

Notwithstanding the foregoing sentence, the District may modify or amend this Master Contract with PROVIDER'S consent to conform to federal and state laws and regulations.

36. Successors in Interest

This Master Contract binds PROVIDER'S successors and assignees.

37. Governing Law

The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Contra Costa County, California.

38. Certification Regarding Debarment, Suspension or Ineligibility for Award (34 CFR 85)

The following certification is applicable only to contracts for \$25,000 or more that are funded in whole or in part with Federal funds.

By signing this document, the PROVIDER certifies that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.
- b. Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with, commission of any of the offenses enumerated in paragraph b. (above) of this section; and
- d. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

39. Severability Clause

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

40. Notices

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below.

For the District: Lorie O'Brien, Assistant Director
 Categoricals & School Support
 Mt. Diablo Unified School District
 1936 Carlotta Drive, Concord, CA 94519
 Tel: (925) 682-8000
 Fax: (925) 689-0597

For PROVIDER:

_____ David Payne, CEO
(Name/Title)

_____ 155 E. Main Ave, Suite 170
(Address)


_____ Morgan Hill, CA 95037
(City/State/Zip Code)

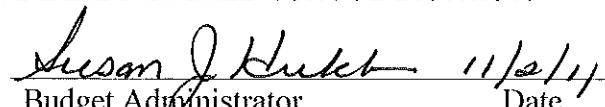
41. Term

This Contract is effective upon the date of execution and shall remain in full force and effect until May 31, 2012, at which time it shall terminate unless extended in writing by the parties hereto and authorized by the appropriate legislation.

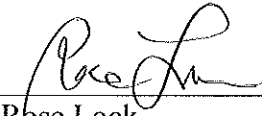
42. Authorized Representative

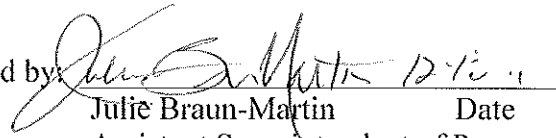
The persons signing this Contract certify they are the authorized representatives of the respective parties, are authorized to sign this document and have the full authority to bind the PROVIDER/District to the terms and conditions of this Contract.

PROVIDER
By:  10/28/11
Date
Mary Smathers, Co-Founder
(TYPE /PRINT NAME AND TITLE)

MT. DIABLO UNIFIED SCHOOL DISTRICT:
By:  11/2/11
Date
Budget Administrator
Susan J. Hukkanen
School Support Administrator-Title I

Fed ID#: 27-0012783

Authorized by:  11/7/11
Date
Rose Lock
Assistant Superintendent

Approved by:  12/2/11
Date
Julie Braun-Martin
Assistant Superintendent of Personnel

BUDGET CODE:

000.3066.10.5800 \$ 25,000.00
000.3066.10.5100 \$ 25.00

EXHIBIT A

Description of Services

To be completed in detail by PROVIDER subject to the express approval of the District and to cover the following areas:

- a. **Description of academic program:** *Aavanza* improves achievement by utilizing technology to customize and deliver effective remedial instruction balanced with focused grade level, standards-based tutoring from a knowledgeable and caring adult. The model is designed to combine developmentally appropriate skill building activities with instruction on grade level content in small group session. Trained Academic Coaches (tutors) work with students individually or in groups of no more than three students to monitor student progress on skill building exercises on the Destination Reading and Math software installed on computers provided by the company. Coaches conduct Focused Instruction (FI) mini lessons on commonly misunderstood grade level standards and skills. This Focused Instruction includes problem sets and guides the tutors to access prior knowledge, provide direct instruction and scaffolding to help students understand and practice key standards. Each student works in Riverdeep Destination Math or Reading on a personalized program guided by the results of their first Riverdeep assessment and uses the multi-sensory academic content software to develop their knowledge and skills.
- b. **Description of program materials:** During the session, Coaches speak with students through their headsets one at a time or in a small group of no more than three students. The tutors individualize their instruction for the student and can view each of the students' screens. Similar to small group tutoring in person, all three online students may be working on related content but different specific skills. Students work with the online tutor on standards based math or language arts content on the Focused Instruction lesson, and developmentally appropriate remediation activities on the instructional software. Each student uses their own Student Workbook containing the Focused Instruction activities and also sees them on their computer screen during tutoring.

The Tutor uses the ILP and Focused Instruction results and Destination Reading and Math progress reports to monitor progress and make adjustments, providing a customized path to improved achievement. Online Managers, who supervise our Coaches, ensure a high quality program by using *Aavanza's* Program Quality Rubric to evaluate effectiveness in tutoring students and implementing the program as it was designed. *Aavanza* selected Orchard Gold for testing and Riverdeep's Destination Reading and Math software programs for instruction as its primary instructional tools due to the following components:

1. Summative assessments for each grade level that are California standards based and meet the guidelines of the American Educational Research Association and the American Psychological Association's Standards for Educational and Psychological Testing. Daily formative assessments are embedded in Riverdeep software products, allowing for immediate feedback to students.
2. A comprehensive array of California standards based 1-12 content in math, language arts, reading and writing.
3. In Destination Math and Reading, research based units with an average of 15 highly engaging and visually appealing lessons in each, supporting instruction from kindergarten to eighth grade, including pre Algebra and Algebra content.
4. Varied instructional methodologies utilized in presenting information in a multi-sensory manner, helping all learners access the instructional content.
5. A strong research base demonstrating achievement gains in various settings through use of both the Orchard and the Destination Reading and Math testing and academic content software.
6. Full correlation of all Orchard tests and Destination Reading and Math tutorials, activities and practice

problems with California Academic Content Standards and outlined in program documentation.

7. Thorough correlation of all Orchard summative assessment questions with California Content Standards and detailed in the Orchard for California Academic Content Standards Correlation book.

To complement our other curriculum elements, and because Destination Reading and Math and Orchard provide in depth remediation on skill gap areas, *Avanza's* curriculum team developed Focused Instruction mini lessons for tutors to review high frequency grade level standards based content. The materials guide the Academic Coach to: build on student prior knowledge; provide direct instruction regarding the skill; modeling and guided practice; independent practice; and checks for understanding. The mini lessons enable Academic Coaches to model appropriate strategies and vary instructional techniques, within a structured format, to best meet the needs of the students. These lessons were developed with a focus on the power standards and were modeled after the CST Blueprint Release Items.

- c. **Technology requirements (if applicable):** Families are required to have and pay for their own land line phone line and electrical service. *Avanza* provides a local phone number to access a dial-up internet service, however families are responsible for all phone charges.
- d. **Total program hours, hours per day, days of the week and number of weeks:** Students tutor for a total of 13.90 hours, 1.5 hours a day. Tutoring services are available Monday through Sunday.
- e. **Location, including identification of specific school sites if applicable:** Students tutor online, at their home.
- f. **Instructor/student ratio:** 1 instructor to 3 students
- g. **Number of hours of training for staff:** Academic Coaches participate in at least 8 hours of training and professional development and receive the following:
 - 3.5 hours independent learning through an interactive web based platform; topics include an overview of the position, instructional techniques, theory, software programs, work expectations, assessment practices, classroom management, ILP's, and record keeping. The instruction is delivered through a combination of narrated slides, videos, hands-on practice modules and quizzes.
 - 2 hour face to face training conducted by Online Managers. Topics include: communication with school staff and parents, site expectations, HR practices and paperwork. Tutors also receive a Tutor Handbook which complements their training.
 - 2 hours of independent learning time to review the 55 page *Avanza* Tutor Handbook of detailed instructions for all aspects of the position.
 - Successful completion of a series of quizzes measuring understanding of training presentations and materials.
 - Shadowing experienced, successful Academic Coaches in our Online Tutoring Center.
 - Follow-up training in the Online Tutoring Center from the Online Manager on topics of interest and concern to all *Avanza* tutors, as the need arises.
 - Observation from Manager and Lead using Program Quality Rubric, providing specific feedback and evaluative comments and suggestions
- h. **Minimum qualifications of staff:** The majority of our Academic Coaches have a Bachelor's Degree. The minimum for our Academic Coaches is 48 college units, the same as the requirement for highly qualified para professionals. Academic coaches also must pass an academic content test in order to work as a tutor.

- i. Student attendance policy (include absenteeism prevention plan): Online Coaches and their Managers meet weekly to discuss student progress and program success. If a student is struggling, not attending regularly, or a discipline problem, the Coach intervenes initially, talking with the student and then the parent. If there is no satisfactory resolution, the Coach then escalates the issue to the Online Manager. Managers work towards resolution of any learning or other issue, contacting parents and school officials if problems continue. The Online Manager also can engage the assistance of his/her supervisor, the *Aavanza* Director, if necessary.
- j. Description of “incentives,” if applicable: *Aavanza* does not offer an incentive program.
- k. Description of substitute teacher policy: *Aavanza* does not use substitute teachers. All tutors who work with students are regular tutors. *Aavanza* schedules students on a parent selected schedule which will match them with the same tutor. However, if a student misses two sessions in a row he/she will likely lose his/her spot with the original tutor.
- l. Parent and teacher communication plan, including communication to teachers: *Aavanza* provides periodic progress reports to parents and schools. Each enrolled student has an ILP based on the Orchard assessment results and school information gathered from the school and district before the program begins. *Aavanza* uses a web based student information system which allows for individual and consolidated attendance records and test scores to be reported regularly to parents and school officials. After each tutoring session, tutors enter notes regarding student progress into the information system. Tutors are available to speak with parents about student progress and attendance at the end of every session.
- m. Description of complaint procedures: *Aavanza* works hard to avoid customer complaints by frequently communicating with parents and providing them with up to date information so they are fully informed of program details. Our process to both prevent and respond to parent complaints is the following:
 1. *Aavanza* maintains a free 800 number for parents to call anytime with any questions or concerns. This number is widely publicized in all our print and marketing materials, on our website and in our state application documentation.
 2. Bilingual customer support callers staff the Customer Support Center seven days a week to enable us to hear and respond to parent concerns quickly.
 3. Once an approved student is assigned to *Aavanza*, we immediately mail the parents a bilingual welcome packet which includes program information and our 800 number. At the same time, we call the family to welcome them and also give them our 800 phone number for further questions or concerns.
 4. In order to start *Aavanza* online tutoring successfully, we begin services with an in person Initial Tutoring Session and Parent Meeting for the student and one parent in a location convenient for families. At the bilingual event, every family receives a bilingual Parent/Student Handbook with information on all aspects of the program. The Handbook contains the Parent Complaint Procedure. *Aavanza* staff members review the Complaint Procedure with parents at the meeting to ensure full understanding of the policy.
 5. When a complaint is made we log it in our customer tracking system to ensure all complaints and inquiries are responded to in a timely manner and are monitored to closure.
 6. *Aavanza* will try to resolve the issue at the point of first contact. If the problem is a technology based one, we schedule the parent for an appointment with a Bilingual Technology Support team member to work out the computer issue. If the problem is related to other areas, the Customer Support person will do everything possible to resolve the problem.
 7. If she/he is not able to solve the issue, the customer support representative will consult with the Customer Support Manager or an *Aavanza* Online Manager, depending on the concern.
 8. If a manager cannot assist, the problem will be referred to the *Aavanza* Online Director for resolution. The Managers and *Aavanza* Directors communicate constantly and will work together to develop a solution or plan

to assist the parent. They will also determine if a school or district official needs to be informed of the issue. Depending on the situation, our District Communication Coordinator or the Business Development person for the specific district will contact the appropriate person at the district or school level to inform them of the problem and how we resolved it.

9. Parents are kept informed at all stages of the process. All calls and communications are logged into our electronic tracking system so we have a full record of the problem and the work to resolve it.

- n. Policy for maintenance of records for purpose of evaluating compliance with the provisions set forth in Paragraph 1 of the Contract and items (c), (j) and (l) set forth herein in Exhibit A: Student records are kept in electronic form on our Learning Management System (LMS). Files are kept locked in the tutoring center and the LMS is password protected. Academic Coaches have access to their student records. The LMS is used to schedule Academic Coaches and students and track their attendance and progress. Both types of records are updated by our Academic Coaches after each interaction with students and parents.
- o. Invoicing/Terms of Payment, including the expected number of students to receive services for the total fee to be paid or, in the alternative, the expected cost per student served, the hourly rate, the number of session hours expected to be delivered to each student based on PROVIDER'S hourly rate (based on District's Per Pupil Allocation for SES): Aavanza's hourly rate is \$75.00 per hour. Students are scheduled to serve 13.90 hours.
- p. Description of the format/content of Program Summary Final Report of student progress (including pre/post assessment tools used): At the conclusion of our program, we send each student a final progress report which includes their pre and post test scores. A copy of this report goes to school officials as well. Once all students from a district have completed tutoring, Aavanza also sends the district a comprehensive End of Program report which includes the pre and post test scores and number of hours completed for all participating students. All Aavanza tests are conducted on a standards based Orchard Gold grade level test. These tests are part of Aavanza's state approved program of service. student a final progress report which includes their pre and post test scores. A copy of this report goes to school officials as well. Once all students from a district have completed tutoring, Aavanza also sends the district a comprehensive End of Program report which includes the pre and post test scores and number of hours completed for all participating students. All Aavanza tests are conducted on a standards based Orchard Gold grade level test. These tests are part of Aavanza's state approved program of service.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: CE

DATE(MM/DD/YYYY)

10/28/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Leavitt Pacific Ins. Brokers License #0D79674 695 Campbell Technology Pkwy Campbell, CA 95008 Timothy Duus		408-626-6100 408-558-1600	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID # EXTRE-1	FAX (A/C, No):	
INSURED Aavanza 155 East Main Ave #170 Morgan Hill, CA 95037		RECEIVED OCT 31 2011 Title I Mt. Diablo Unified School District		INSURER(S) AFFORDING COVERAGE INSURER A: Twin City Fire Insurance Co. INSURER B: Markel Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 29459 38970

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

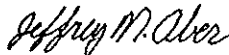
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		8502CC3416061	07/01/11	07/01/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Empl Bene \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			1002CC3594620	07/01/11	07/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000			4602CC3416070	07/01/11	07/01/12	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	57WECZX9097	07/01/11	07/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Prof. Liability			8502CC3416060	07/01/11	07/01/12	Aggregate 3,000,000
B	Crime			8502CC3416060	07/01/11	07/01/12	Crime 150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Services provided by the Named Insured (Abuse/Molestation Coverage \$2M Aggregate/\$1M Occurrence under policy 8502CC3416061 above and subject to excess liability limits)

Certificateholder is named as additional insured per CG2026 07/04 as required by written contract

CERTIFICATE HOLDER MTDIA-4 Mount Diablo Unified School District 1936 Carlotta Dr Concord, CA 94519	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Mt. Diablo Unified School District
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



155 East Main Avenue, Suite 170 • Morgan Hill, CA 95037 • (408) 782-5045 (phone) • (408) 782-5073 (fax)

Personnel Clearance Statement

I, Mary Smathers, am an authorized representative of Aavanza. I hereby certify under penalty of perjury, that, pursuant to Education Code Section 44237 of the California Education Code, the required criminal background check(s) of all persons (including staff, volunteers and anyone who will be in contact with program participants) who will be providing services to the Mt. Diablo Unified School District has been conducted and that none of those persons listed below have been reported by the California Department of Justice (CDOJ) or the FBI as having been convicted of a serious or violent felony as specified in Penal Code Section 667.5(c) and/or 1192.7(c).

I further certify that the below named individuals have been cleared by medical personnel as not being a carrier of contagious TB.

The persons listed below have submitted to and received a fingerprint clearance by the CDJ and are currently registered with the Department of Justice for "Subsequent Offender Notification."

I agree to keep this list current and to submit an addendum if/when changes occur and/or additional personnel are added. I understand that if, at any time, I use a substitute for any personnel on the list, the stipulations hold true for them as well. I further agree to prepare a new Personnel Clearance Statement on an annual basis.

	Mary Smathers, Co-Founder	10/28/2011
Signature of Authorized Representative	Printed Name and Title	Date

Employee: Employee Name	Date DOJ Clearance Received	Date FBI Clearance Received	Date TB Cleared
RICHARD MIYASAKI	9/28/2009	9/28/2009	Online
CHUN WAI LAW	11/1/2009	11/1/2009	Online
Paula Nelson	8/24/2011	8/25/2011	8/22/2011
Xenia Simms	2/2/2011	2/2/2011	2/2/2011
Michael Puerto	1/5/2011	1/5/2011	1/7/2011
Jessica Garcia	8/31/2011	8/31/2011	Online
Monica Guzman	8/31/2011	8/31/2011	Online
Jessica Orantes	9/10/2011	9/10/2011	10/6/2008
Jenna Brace	3/31/2011	3/31/2011	4/8/2011
Lidia Ochoa	9/8/2011	9/8/2011	9/9/2011
Ja'Ninne Thompson	9/24/2010	9/24/2010	9/23/2010

Ja'Ninne Thompson	9/24/2010	9/24/2010	9/23/2010
Erika Guizar	8/24/2011	8/24/2011	9/16/2011
Natasha Kent	9/21/2010	9/21/2010	10/4/2010
LUISA CORTES	2/22/2010	2/22/2010	2/24/2010
MONICA GUZMAN	4/16/2010	4/16/2010	4/8/2010
Rosalva Aguilar	5/18/2010	5/18/2010	5/17/2010
COLLEEN CARLOS	2/5/2010	2/5/2010	2/10/2010
CHARLES-ETTA FORD	2/5/2010	2/5/2010	2/11/2010
VICTOR RAMOS	8/31/2011	8/31/2011	12/16/2009
DOROTHY ESCAREZ	10/20/2010	10/20/2010	2/13/2009
BRYAN OLDAKER	1/14/2009	11/4/2010	11/22/2010
Evelyn Latre	9/15/2010	9/15/2010	9/23/2011
Chika Ekwenna	9/24/2010	9/24/2010	9/22/2010
Henrique Hedler	9/27/2011	9/27/2011	9/14/2011
Daniella Morgan	1/25/2011	1/25/2011	1/26/2011
DAVID DINH	9/23/2009	9/23/2009	Online
ADRIAN SANGALANG	11/11/2009	11/11/2009	11/30/2007
ANTONIO RENTERIA	10/6/2010	10/6/2010	10/12/2010
ANAMARIA GUERRERO	2/22/2007	11/30/2010	1/10/2007
MONICA NOEL	11/27/2007	11/19/2010	11/27/2007
ROBERT CHAVEZ	2/17/2006	12/2/2010	7/6/2009
MARCIA ALLEN	10/16/2009	10/16/2009	9/25/2008
MICHELLE HORSFORD	3/16/2009	3/16/2009	10/26/2010
CARLOS A SANCHEZ	10/13/2010	10/13/2010	11/3/2010
JANET MIXQUITL	10/28/2009	10/28/2009	10/20/2008
Leticia Villalobos	7/15/2010	7/15/2010	6/23/2010
Chris Marcelino	12/8/2010	12/8/2010	Online
David Laranjeira	2/3/2011	2/3/2011	Online
Erika Gonzalez	5/31/2011	5/31/2011	6/3/2011
Byron Black	2/18/2011	2/18/2011	Online
Phuong Ho	2/6/2011	2/6/2011	Online
Seyyed Naqavi	2/14/2011	3/15/2011	Online
Michael Hwang	10/27/2010	10/27/2010	Online
Hugo Correa Obregon	10/24/2010	10/24/2010	Online
Jennifer Moncravie	3/16/2011	3/16/2011	7/23/2010
Emanuel Magat	1/26/2011	1/26/2011	Online
Sherissa Ludwig	10/4/2011	10/4/2011	Online
Robert Alvarez	4/29/2010	4/29/2010	Online
David Ramirez	5/19/2011	5/19/2011	5/20/2011
Michelle Rhoton	1/22/2011	1/22/2011	9/24/2008
Brittany Buzzini	10/18/2010	10/18/2010	Online

Victor Rodriguez	5/17/2011	5/17/2011	2/28/2011
Miriam Cardenas	5/11/2011	5/11/2011	5/11/2011
PETER QUACH	9/25/2009	9/25/2009	Online
IKE OGAMBA	10/14/2009	10/15/2009	Online
NORMAN MOORE	8/3/2009	8/3/2009	Online
JUAN ALIAGA	2/23/2009	8/18/2011	8/17/2011
HENRY TRAN	10/20/2010	9/27/2010	12/17/2009
PETER CHAN	12/14/2009	12/14/2009	Online
Phuc Nguyen	8/17/2010	8/17/2010	Online
Emilie Picanco	11/4/2010	11/4/2010	Online
Kevin Nguyen	11/12/2010	11/12/2010	Online
Katie Murray	2/15/2011	2/15/2011	2/16/2011
Jatinder Sandhu	12/22/2010	12/22/2010	Online
David Rosales	2/10/2011	2/10/2011	Online
Ranulfo Morales	2/2/2011	2/2/2011	Online
Darryl Ocampo	2/4/2011	2/4/2011	Online
Carlos Maqueda	2/5/2011	2/5/2011	Online
Hoang Phamito	11/9/2010	11/9/2010	Online
Ezekiel Bracamonte	3/16/2011	3/17/2011	Online
Andrew Kang	10/22/2010	10/22/2010	Online
Joseph Serrato	11/9/2010	11/9/2010	Online
Nhat Nguyen	10/4/2011	10/4/2011	Online
Cuc Ngo	10/27/2010	10/27/2010	Online
Kimberly Wilson	10/26/2010	10/26/2010	Online
Jean Rabanal	1/26/2011	1/26/2011	Online
Erin Short	11/23/2010	11/23/2010	Online
Carina Scott	3/9/2011	3/10/2011	Online
Elizabeth Rodgers	3/16/2011	3/16/2011	3/14/2011
Ainy Huynh	12/30/2010	12/30/2010	Online
Angela Cheng	12/3/2010	12/3/2010	12/6/2010
Christine Le	9/21/2010	9/21/2010	Online
MANUEL MENDOZA	3/3/2010	3/3/2010	Online
JASON BAKER	3/17/2010	3/17/2010	Online
DMITRIY GULGAZIAN	2/1/2010	2/1/2010	Online
GABRIEL RESTREPO	10/11/2010	10/11/2010	Online
JOHN LE	12/10/2009	12/10/2009	Online
Samuel Gonzalez	11/5/2010	11/5/2010	Online
Francisco Paniagua	1/28/2011	1/28/2011	1/14/2011
Elizabeth Rotolo	10/8/2010	10/8/2010	Online
Kimberly Galloway	8/11/2011	8/11/2011	Online
Erin Del Sarto	2/24/2011	2/24/2011	Online

AMANDA YASUTAKE	10/17/2007	11/22/2010	Online
CHRISTINA SPARACINO	11/23/2009	11/23/2009	Online
Vivian Tran	9/14/2010	9/14/2010	Online
Michael Baumgartner	12/17/2010	12/17/2010	12/15/2010
Ashoor Pazand	4/4/2011	4/4/2011	Online
MARISSA URIAS	3/11/2010	3/11/2010	Online
CHRISTOPHER M LEMA	10/16/2009	10/16/2009	Online
MARIVIE VILLEGAS	10/26/2009	10/26/2009	Online
ANTHONY INGUA	10/11/2010	10/11/2010	Online
GERALD PASCUAL	9/2/2009	9/2/2009	Online
POULYANA PAZAND-SROUJI	4/10/2010	4/10/2010	Online
STUART ANTHONY	10/3/2009	10/3/2009	Online
DIANA M VILLALTA	3/26/2010	3/26/2010	Online
NANCY BARRERA	11/3/2009	11/3/2009	Online
MARLIZ COPADO	1/21/2010	1/21/2010	2/9/2010
EMMANUEL RATLIFF	12/4/2009	12/4/2009	Online
STEVEN HARKEY	3/28/2010	3/28/2010	Online
CELESTINA PALACIOS	4/19/2010	4/19/2010	Online