

**America Reads Program
Off Campus Federal Work Study Contract
For The Period of 8/26/19 to 6/12/20**

This agreement is entered into between **Vanguard University of Southern California**; hereinafter known as the "Institution" and **Newport Mesa School District**, hereinafter known as the "organization", for the purpose of providing work to students eligible to participate in the Federal Work-Study (FWS) Program, and more specifically student tutoring as set forth in the America Reads Challenge initiative.

The parties agree to and understand that work to be performed under this agreement is to be in the public interest, and which (1) will not result in the displacement of employed workers or impair existing contracts for services; (2) will be governed by such conditions of employment as will be appropriate and reasonable in light of such factors as type of work performed and proficiency of the employee and as mutually agreed by the Institution and Organization; (3) does not involve the construction, operation, or maintenance of so much of any facility as is used, or is to be used, for sectarian instruction or as a place for religious worship; and (4) does not involve any partisan political activity associated with a candidate, or contending faction of group, in election for public or party office.

During periods of regular enrollments (semester basis), students employed under this agreement may work no more than 20 hours per week. Students will be paid by the Institution for the hours actually worked, and may not be paid for lunch, vacation, holidays, or other hours not actually worked. When a student's accumulated gross earnings reach his/her Federal Work Study Award, the student must stop working under this agreement. Work is defined as "tutoring students in reading or math".

The Institution will provide students eligible for Federal Work-Study to the Organization for the purpose of providing tutoring services for elementary students. Tutors may be removed from work on a particular assignment or from the Organization by the Institution, either on its own initiative or at the request of the Organization.

The Organization agrees that no student will be denied work or subjected to different treatment under this agreement on the grounds of race, color, religion, sex, or national origin, and that it will comply with the provisions of the Civil Rights Act of 1964 (P.L. 88-352; 78 Stat. 252) and the Regulations of the Department of Health, Education and Welfare which implement the act, and Title IX of the Education Amendments of 1972 (P.L. 92-318).

The Institution is considered the employer for the purposes of this agreement. It has the ultimate right to control and direct the services of each student for the Organization. It has the responsibility to determine whether the students meet the eligibility requirements for employment under the Federal Work-Study Program, to assign students to work for the Organization, and reserves the right to determine whether students are performing appropriate work. The Organization's right is limited to directing the students in the details and means by which the result is to be accomplished.

Transportation for tutors to and from their work assignments will not be provided by either the Institution or the Organization. In the event of injury incurred by a student employee while acting within the scope of his/her duties, the Institution shall assume responsibility as employer.

Compensation for work performed by student tutors under this agreement will be disbursed and all payments due as an employer's contribution under state or local worker's compensation laws, under Federal or State social security laws, or under any other applicable laws, will be made by the Institution.

Each of the parties to this agreement agrees to indemnify, defend, and hold harmless the officers, agents, governing board, and employees of the other from any and all claims and losses accruing or resulting in connection with the performance of this agreement, and from any and all claims and losses accruing and resulting to any person, firm, or corporation who may be injured or damaged by the actions arising directly out of the work performed pursuant to this agreement.

The Student will be paid by the Institution based on the established hourly rate and number of hours worked. A written record of hours worked is to be maintained by the student, signed by the Organization and submitted to the Institution on a biweekly basis in accordance with a schedule issued by the Institution. At the Institution's request, the Organization agrees to confirm these hours by authorized signature of an Organization official on verification statements before the Institution will release payments to students employed under this agreement.

HR Supervisor Vanguard University

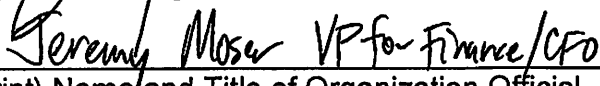
Date



Signature of Organization Official



Date



(Print) Name and Title of Organization Official

CRIMINAL RECORDS CHECK CERTIFICATION

AB 1610, 1612 and 2102

To the Governing Board of Newport-Mesa Unified School District:

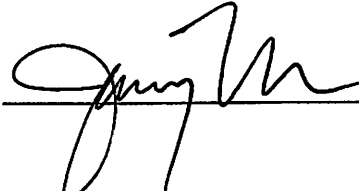
I/We, Vanguard University certify that:
Name of Contractor

1. I/We have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I/We declare under penalty of perjury that the foregoing is true and correct.

Executed at Vanguard University, California on 6/27/19.

Date


Signature

Jeremy Moser

Typed or printed name

Vice President for Finance / CFO

Title

55 Fair Drive, Costa Mesa CA 92626

Address

714-619-4682

Telephone

Child Engagement Certification

To the Governing Board of Newport-Mesa Unified School District:

I/We, Vanguard University certify that:
Name of Contractor

CONTRACTOR's employees, agents, or officers shall not engage in any UNSUPERVISED CONTACT with any child of the DISTRICT without DISTRICT staff present.

I/We declare under penalty of perjury that the foregoing is true and accurate.

Executed at Vanguard University, California on 6/27/19.

Date


Signature

Jeremy Moser
Typed or printed name

Vice President for Finance / CFO

Title

55 Fair Drive Costa Mesa CA 92626

Address

DISTRICT Administrator certifies the above to be true and accurate:

Signature

Typed or printed name

Date