



MT. DIABLO UNIFIED SCHOOL DISTRICT
 1936 Carlotta Drive, Concord, CA 94519 – Phone (925) 682-8000
AGREEMENT BETWEEN MT. DIABLO UNIFIED SCHOOL DISTRICT
AND INDEPENDENT CONTRACTOR

THIS AGREEMENT is made this 18 day of November, by and between the Mt. Diablo Unified School District (hereinafter “District”) and UCCR Web of Life field (WOLF) School (hereinafter “Contractor”).

RECITALS

WHEREAS, District is a school district in the County of Contra Costa, State of California, and has its principal place of business at 1936 Carlotta Drive, Concord, CA 94519. District desires to engage the services of Contractor and to have said Contractor render services in accordance with the terms and conditions provided in this Agreement.

WHEREAS, District is authorized to enter into this Agreement pursuant to *Government Code Section 53060* or *Public Contract Code Section 20111*, or both, as set forth below.

NOW, THEREFORE, District hereby engages Contractor to render services under the terms and conditions of this Agreement.

AGREEMENT

1. **Performance of Services.**

- (a) Contractor agrees to perform the services described on **Exhibit A** (hereinafter “Services”), attached hereto and incorporated herein, as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials, tools and transportation necessary for the performance of the Services. Contractor may, at Contractor’s own expense, use non-District employees to perform the Services under this Agreement. Subcontractors may be used only with the written approval of the District.
- (b) Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the Services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor’s Services and the manner in which they are performed.

2. **Compensation.** District agrees to compensate Contractor for the performance of the Services on the basis set forth below. Contractor shall be responsible for all expenses incurred in association with the performance of the Services. This Agreement is **NOT TO EXCEED \$** 41,480.00.

The basis of the fee for Services shall be as follows:

District staff to check the applicable box.

\$ _____ per hour \$ _____ per day \$ 41,480.00 per engagement

District staff to enter the complete Budget Code(s).

(a) 01 - 3010 - 1110 - 1000 - 30700 - 000 - 152 - 152 - 5895 \$ 41,480.00
 (b) _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ \$ _____
 (c) _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ \$ _____

3. **Payment Schedule.** The Contractor shall submit to the District an invoice as further set forth below. The District shall review the payment request and, as soon as practical, shall: (i) pay the requested amount; or (ii) inform the Contractor that all or some part of the request is disputed.

Contractor shall submit invoices in accordance with the following schedule:

District staff to check applicable box.

- Partial Payments.** Contractor shall invoice District on a monthly basis for work performed in the preceding month pursuant to this Agreement. A District Administrator will verify the invoice to ensure that all required Services have been satisfactorily performed.
- Scheduled Payments.** District shall submit payment to the Contractor per the schedule detailed in "Exhibit A" see page 8 of this Agreement. A District Administrator will verify the invoice to ensure that all required Services have been satisfactorily performed in accordance with the relevant timeline.
- Payment in Full.** Contractor shall invoice District on completion of the Services. A District Administrator will verify the invoice to ensure that all required Services have been satisfactorily performed.

4. **Term and Termination.**

- (a) **Term.** This Agreement will become effective on 02/05/2025 and shall expire on 02/07/2025, or when terminated as set forth below.
- (b) **Termination for Cause.** Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party. Termination shall be effective immediately on receipt of said notice. Upon termination of this Agreement, District will compensate Contractor only for services satisfactorily rendered to the date of termination.
- (c) **Termination for Convenience.** The District may terminate this Agreement at any time by giving thirty (30) days written notice to the Contractor. Termination shall be effective immediately on receipt of said notice. Upon termination of this Agreement, District will compensate Contractor only for services satisfactorily rendered to the date of termination.

5. **Relationship of the Parties.** Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall Contractor look to District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance, vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.

Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payments upon demand.

The parties agree that: (1) Contractor shall be responsible for the control and direction of its own employees and personnel in the performance of the Services under this Agreement; (2) the Contractor's personnel shall only perform work that is outside the usual course of the District's business; and (3) Contractor's personnel shall be engaged in business independent of the District. Contractor shall defend and indemnify the District against any claim by any worker that it is actually an employee of the District.

6. **Fingerprinting and Criminal Records Check of Contractor's Employees.** Contractor shall comply with the provisions of *California Education Code Section 45125.1* regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the Contractor and/or its employees. To the extent *Section 45125.1* is applicable, Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the Board of Education of the District that such employee has not been convicted of a felony, as defined in *Section 45125.1*. If required by District, Contractor shall provide to District the fingerprinting certification attached hereto as **Exhibit B** prior to commencing work under this Agreement.
7. **Rules and Regulations.** All rules, policies, and regulations of the Mt. Diablo Unified School District Board of Education, including any rules and regulations related to COVID-19 or other global pandemics, and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor during the performance of Services pursuant to this Agreement.
8. **Indemnification.** Contractor shall hold harmless, defend and indemnify District and its officers, elected and appointed officials, employees, and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of the Services hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.
9. **Insurance.** Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Coverage Minimums shall be at least as broad as:

District staff to check the appropriate boxes.

(a) **Commercial General Liability (CGL):**

- Agreements under \$25,000. Insurance Services Office Form CG 0001 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit (with aggregate limit no less than **\$2,000,000**).
- Agreements of \$25,000 or more. Insurance Services Office Form CG 0001 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit (with aggregate limit no less than **\$4,000,000**).

(b) **Automobile Liability.**

- ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- For sole proprietors and small businesses** using personal vehicles, evidence of personal auto insurance may be accepted by the District as an alternative provided that such personal auto insurance provides coverage for business uses of the insured vehicle.

(c) **Workers' Compensation.**

As required by the State of California, with Statutory Limits, and **Employer's Liability Insurance** with limit of no less than **\$1,000,000** per accident for bodily injury or disease. All California employers must provide workers' compensation benefits to their employees under *California Labor Code Section 3700*.

If the Contractor is a sole proprietor with **no employees**, it may be exempt from this requirement provided the Contractor is self-insured as certified in **Exhibit C**. If the Contractor employs one or more employees, it must provide this type of insurance coverage. The District shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees.

(d) **Other Coverages When Applicable.** (District staff to check applicable box(es)).

Professional Liability/Errors & Omissions Liability. \$1,000,000/occurrence, \$2,000,000/aggregate. **Applicable for contractors with professional training providing a specialized advanced service, physicians, accountants, architects, engineers, and brokers**

Sexual Abuse and Molestation Coverage. \$3,000,000/occurrence. **Applicable if the Contractor will be alone with students**

Cyber Insurance. Not less than \$2,000,000 per claim to be maintained for the duration of the Agreement and three years following its termination. **Applicable if the Contractor will be using, storing, or accessing, the District's private, confidential, or protected information**

(e) The District reserves the right to require that Contractor maintain and provide evidence of additional insurance coverages as may be necessary or desirable given the nature of the Services. If the Contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Contractor.

(f) **Additional Insured Status.** The District, its officers, officials, employees, and volunteers are to be named as additional insured by endorsement to the Commercial General Liability policy and to the Sexual Abuse and Molestation policy, if applicable, with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.

(g) **Primary Coverage.** For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as it respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(h) **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the District.

INSURANCE REQUIREMENTS

No waiver will be granted to eliminate the insurance requirements outlined in this contract. However, in special circumstances, certain insurance requirements may be modified or waived. The following items in Insurance, Section 9, are hereby waived or modified as follows (note, a waiver for one type of insurance does not constitute waiver for all):

Limits: _____

Other: _____

Initials of the Superintendent, or designee, are **required** to waive or modify any Insurance requirements in this Agreement:

Superintendent or Designee Date

- 10. **Originality; Ownership of Designs and Plans.** Except as to standard generic details, Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services. Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
- 11. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in *Chapter 1* (commencing with *Section 900*) and *Chapter 2* (commencing with *Section 910*) of *Part 3 of Division 3.6 of Title 1 of Government Code* as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
- 12. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on Agreement or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.
- 13. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:
 - i. Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

DISTRICT

Mt. Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519-1397
Attn: Superintendent

CONTRACTOR

Bus. Name: UCCR Web of Life field (WOLF) School
Attn: _____
Address: PO Box 2517
Phone: Aptos, CA 95001
Fax: 831-685-3889
Email: admin@wolfschool.org

14. **Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.
15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.
16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. **Equal Employment Opportunity.** It is the policy of the District that, in connection with all work performed under District agreements, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition and therefore the Contractor agrees to comply with applicable federal and state laws. In addition, the Contractor agrees to require like compliance by all subcontractors employed on the work.
18. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
19. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
20. **Incorporation of Recitals and Exhibits.** The recitals and exhibits attached hereto are hereby incorporated herein by reference.
21. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
22. **Conflicts of Interest.** Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Services under this Agreement. Contractor is aware of *Government Code Section 1090* and the *Political Reform Act* and will disclose any potential conflicts and/or submit a Form 700 as applicable.
23. **Required Documents.** Prior to the commencement of the Services, Contractor shall provide to District evidence of the required insurance coverages as set forth above, a W-9 Form, and executed copies of the following Exhibits:
 - (a) **Exhibit A** – Description of Services, Timelines, and Partial Payment Schedule
 - (b) **Exhibit B** – Fingerprinting Certification
 - (c) **Exhibit C** – Workers’ Compensation Certification
 - (d) **Exhibit D** – Data Privacy Addendum (if applicable)

The District reserves the right to require the Contractor to provide additional documents that may be necessary or desirable in light of the nature of the Services.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date last written below.

MT. DIABLO UNIFIED SCHOOL DISTRICT

UCCR Web of Life field (WOLF) School

Company/Organization Name or Independent Contractor/Consultant

By: [Signature] 11/19/24
Signature of Principal/Budget Administrator Date

By: Desiree Gant 11/19/2024
Signature of Contractor/Consultant Date

Title: Leah Dubinsky, Principal
Print Name and Title

Title: Desiree Gant, WOLF School Associate Director
Print Name and Title

By: [Signature] 12.4.24
Signature of District Administrator (if applicable) Date

Title: Erin DeMartini
Director of Elementary Support

THIS AGREEMENT IS AUTHORIZED AND APPROVED:

By: [Signature] 12/06/24
Signature of Superintendent or Designee Date

Title: Samantha Allen, Chief, Ed. Services
Print Name and Title

AGREEMENT ORIGINATOR. Prior to commencement of the Services, sign and forward completed original contract packet to Purchasing.

By: [Signature] 11/18/2024
Originator's Signature Date

Meadow Hornes Egan
Site/Department Originating this Contract

Ivonne Anaya - Office Manager
Print Name of Originator and Title

Billing Address if reimbursed by outside agency—i.e. ASB, PTA, PFC:

EXHIBIT A
**DESCRIPTION OF SERVICES, TIMELINES,
AND PARTIAL PAYMENT SCHEDULE (if applicable)**
(Note that all payments are generated from an invoice.)

Outdoor School Program at UCCR Web of Life Field (WOLF) Camp Arroyo.

Camp Arroyo will provide educational services for an outdoor school program
Provide food and lodging during the program
Provide one Program Director and staff naturalist at an approximate ratio of one naturalist per 18-20 students.
Provide instructional materials and supplies as required for implementation of the program
Arrange transportation (at additional cost) from the outdoor school site to optional field trip areas.
Provide accident and health insurance for students, teachers and chaperones

Estimated number of students attending: 136 students will attend Camp Arroyo for 3days, two nights from 02/05/2025 - 02/07/2025.

Location is WOLF Camp Arroyo at 5535 Arroyo Rd. Livermore, CA 94550

Partial payment/ Deposit of \$20,740.00 due November 15, 2024
Balance due: upon invoice

EXHIBIT B
FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION

(Contractor REQUIRED to complete.)

One of the boxes below **must** be checked, and an executed copy of this form must be attached to the Independent Contractor Agreement ("Agreement"). Contractor certifies that:

Contractor's employees or subcontractors will have CONTACT or interaction with District pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee. *"Contractor certifies that it has complied with the fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or agents regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1."*

List or attach, all Employee name(s) that have successfully completed the fingerprinting and criminal background check clearance in accordance with law: _____

--OR--

Contractor's employees or subcontractors will have NO CONTACT or interaction with District pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of *Education Code section 45125.1* shall not apply to Contractor's services under this Agreement.

WHEN CONTRACTOR PERFORMS A CRIMINAL BACKGROUND CHECK, IT SHALL IMMEDIATELY PROVIDE ANY SUBSEQUENT ARREST AND CONVICTION INFORMATION IT RECEIVES TO ANY LOCAL EDUCATIONAL AGENCY THAT IT IS CONTRACTING WITH PURSUANT TO THE SUBSEQUENT ARREST SERVICE.

Megan's Law (Sex Offenders). Contractor shall verify and continue to verify that the employees of Contractor that will be on the project site and the employees of the subcontractor(s) that will be on the project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

MUST BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE:

By signing below I certify under penalty of perjury that the information contained on this certification form and attached employee list(s) is accurate. I understand that it is the Contractor's sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification," along with the employee list, throughout the duration of Contractor provided services.

CONTRACTOR

By: Desiree Gant

Name: Desiree Gant

Title: WOLF School Associate Director

Date: 11/19/2024

EXHIBIT C

WORKERS' COMPENSATION CERTIFICATION

(Contractor REQUIRED to complete.)

Labor Code Section 3700 (workers' compensation and insurance) in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of *Section 3700* of the *Labor Code* which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code.

I certify I will comply with all California workers' compensation insurance requirements before commencing the performance of the Services of this Contract.

-OR-

I certify that I am a sole proprietor, have no employees, and am self-insured.

I understand the District will not obtain workers' compensation insurance on my behalf or on behalf of my employees or subcontractors.

MUST BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE:

I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Contractor.

CONTRACTOR

By: Desiree Gant

Name: Desiree Gant

Title: WOLF School Associate Director

Date: 11/19/2024

In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Contract.

EXHIBIT D

DATA PRIVACY ADDENDUM

(Contractor REQUIRED to Complete; Applicable when AGREEMENT involves access to Pupil/Employee Data.)

This Data Privacy Addendum (“**Data Privacy Addendum**”) to the Agreement Between Mt. Diablo Unified School District and Independent Contractor (“**Independent Contractor Agreement**”) is entered into by and between Contractor and Mt. Diablo Unified School District (“**District**”). To the extent that any term or condition set forth in this Addendum conflicts with the Independent Contractor Agreement, the provisions of this Addendum will control.

WHEREAS, in order to provide the services described in the Agreement, the Contractor may receive or create, and the District may provide documents or data related to students (“**Student Data**”) that are covered by several state and federal privacy laws, including: the *Family Educational Rights and Privacy Act (FERPA)*, the *Children’s Online Privacy Protection Act (COPPA)*, *Education Code section 49073.1*, and the *Student Online Personal Information Protection Act (SOPIPA)*. The District and Contractor desire to ensure compliance with applicable state and federal laws, school policies, procedures and regulations.

NOW, THEREFORE, in consideration of the above premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound, the parties hereto agree as follows:

1. **Use.** Contractor shall not use any information in a Student Data¹ for any purpose other than those required or specifically permitted by the Independent Contractor Agreement, and shall comply with all applicable state and federal laws pertaining to Student Data privacy and security. Contractor shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this Data Privacy Addendum. Contractor shall not sell or otherwise derive a benefit from sharing information in a Student Data with a third party. Contractor shall enter into written agreements with all subcontractors performing functions pursuant to the Independent Contractor Agreement, whereby the subcontractors agree to protect Student Data in manner consistent with the terms of this Data Privacy Addendum.
2. **Ownership.** All Student Data obtained by Contractor from District continues to be the property of and under the control of the District. The District retains exclusive control over student and staff data, including determining who may access data and how it may be used for legitimate authorized purposes.
3. **Export.** Contractor shall provide a means by which its employees, when so authorized, can search and export Student Data through reasonable procedures such that the District can respond to a parent, legal guardian or eligible student who seeks to review personally identifiable information on the pupil’s records or correct erroneous information.
4. **Disposition.** The Contractor agrees that upon expiration or termination of services under this Agreement, Contractor shall dispose or delete all Student Data obtained under the Independent Contractor Agreement. Disposition shall include (1) the shredding of any hard copies of any Student Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the Independent Contractor Agreement authorizes Contractor to maintain Student Data obtained under the Independent Contractor Agreement beyond the time period reasonably needed to complete the disposition.
5. **Security.** Contractor shall maintain adequate administrative, physical, and technical data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized access, disclosure or acquisition by unauthorized persons, and shall not copy, reproduce or transmit data

¹ “Student Data” includes any information directly related to a pupil that is maintained by the District or acquired directly from the pupil. Pupil Records do not include de-identified information (information that cannot be used to identify an individual pupil) used: (1) to improve educational products for adaptive learning purposes and for customized pupil learning; (2) to demonstrate the effectiveness of the operator’s products in the marketing of those products; or (3) for the development and improvement of educational sites, services, or applications.

obtained pursuant to the Agreement except as necessary to fulfill the purpose of the Agreement. Where applicable, the Contractor will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs on.

- 6. **Prohibited Use.** Contractor shall not use Student Data, or any data derived from Student Data, to perform or deliver targeted advertising to students, and is prohibited from selling or providing Student Data to third parties for any purpose without District’s written consent.
- 7. **Breach Protocol.** Upon becoming aware of any unlawful or unauthorized access to Student Data stored on equipment used by Contractor or in facilities used by Contractor, Contractor will take the following measures:
 - (a) promptly notify the District of the suspected or actual incident within a reasonable amount of time of the incident, not to exceed forty-eight hours, and shall present the information under the following headings: “What Happened,” “What Information was Involved,” “What We are Doing,” “What You Can Do,” and “Persons to Contact for More Information”; and
 - (b) promptly investigate the incident and provide District with detailed information regarding the incident, including the identity of affected users; and
 - (c) assist the District in notifying affected users, affected parents, legal guardians of commercially reasonable steps to mitigate the effects and to minimize any damage resulting from the incident. Upon request from District, Contractor shall notify affected parties or reimburse District for actual costs associated with notifying affected parties.
- 8. **Entire Agreement.** This Data Privacy Addendum constitutes the entire agreement between the Parties with respect to the subject matter herein. It supersedes, and the terms of this Data Privacy Addendum govern, any and all previous oral and written communications between the parties, their Affiliates, and their respective employees and representatives regarding these matters.
- 9. **Successors Bound.** This Data Privacy Addendum is and shall be binding upon the respective successors in interest to Contractor in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.

MUST BE COMPLETED BY CONTRACTOR’S AUTHORIZED REPRESENTATIVE:

I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified and am authorized and qualified to execute this Data Privacy Addendum on behalf of Contractor.

CONTRACTOR

By: Desiree Gant

Name: Desiree Gant

Title: WOLF School Associate Director

Date: 11/19/2024

UCCR WOLF CAMP ARROYO SERVICE AGREEMENT

TERMS & CONDITIONS

By signing this service agreement, you are agreeing to the following:

ORIGINAL: PLEASE SIGN AND RETURN WITH DEPOSIT MADE PAYABLE TO UCCR

1. Health and Safety

- A. UCCR/Web of Life Field School reserves the right to establish and maintain requisite standards for health and safety at outdoor school.
- B. Attending School shall furnish UCCR/Web of Life Field School with a current health history and a statement of immunization and overall health status for each student and staff member attending the program. All such health histories shall be furnished no later than upon the arrival of the students and staff members at the Facility. In addition, the Attending School shall furnish at least one counselor/teacher/chaperone for each ten students under eighteen years of age.
- C. UCCR/Web of Life Field School is a smoke free environment. Attending School will prohibit smoking except in designated places and shall warn all persons of the hazards of indiscriminate smoking at the Facility. Open fires may be built only in the campfire areas for which fire permits have been secured. Attending School must comply with all lawful orders of appropriate fire control officials.
- D. Use of vehicles at the Facility is restricted to roads and parking areas designated by the Facility Manager.
- E. If a swimming pool is a part of the Facility, no one shall enter the pool area unless a qualified lifeguard is supervising the pool area.

2. Liability for Injury to Persons or Property

- A. Attending School agrees to defend, indemnify and hold harmless UCCR/Web of Life Field School and any/all Facility owners and their past, present and future members, directors, officers, employees, agents and independent contractors and their successors, assigns and heirs from and against any claim, action and/or cause of action brought by or on behalf of any third-party or entity against UCCR/Web of Life Field School arising out of or in any manner connected with any act or failure to act of Attending School or any of its directors, officers, employees, agents or independent contractors, personnel, students and/or any person, entity or thing permitted by Attending School to enter and/or remain at the facility.
- B. During the term of this Agreement, Attending School shall at its own expense maintain a policy of comprehensive public liability limits of not less than one million dollars, issued by companies approved in advance by UCCR/Web of Life Field School in which UCCR/Web of Life Field School and the Facility owner are named as additional insureds.
- C. Neither UCCR/Web of Life Field School nor the Facility owner shall be liable to Attending School or to any company insuring Attending School for any loss or damage to Attending School if the casualty causing such loss or damage was or could have been covered by fire and extended coverage insurance.
- D. For the purpose of this section "any person" includes, but is not limited to Attending School's agents and employees, participants in Attending School's program and visitors.
- E. Attending School is fully responsible for transportation of students to and from UCCR/Web of Life Field School and freely agrees to defend, save and hold harmless UCCR/Web of Life Field School and any/all Facility owners and their past, present and future members, directors, officers, employees, agents and independent contractors and their successors, assigns and heirs from and against any claims/injuries arising from such transportation. Any bus used by Attending School and/or its personnel which enters or leaves the Facility must be S.P.A.B. certified and the carrier must name UCCR/Web of Life Field School as an additional insured. Attending School is responsible for furnishing one vehicle for the duration of the program.

3. Use Fees and Costs

- A. Guaranteed Minimum Fee: The guaranteed Minimum fee is based on the number of students guaranteed by the Attending School. It will be charged to the Attending School even if fewer students attend the program than the Attending School guaranteed, or if Attending School terminates this agreement without attending the program, according to the terms of the agreement.
- B. Additional Fees: If more students attend the program than Attending School guaranteed Attending School shall pay UCCR/Web of Life Field School all additional fees (shown on the facing page) for each additional participant.
- C. Breakage and Damage Attending School agrees to pay UCCR/Web of Life Field School the amount necessary to repair or replace property or equipment damaged or destroyed during Attending School's program. The determination of that amount shall be in UCCR/Web of Life Field School's sole discretion.
- D. Payment Terms Attending School agrees to deliver payment in full to the UCCR/Web of Life Field School Program Director prior to departure from the facility. Exceptions must be approved by UCCR/Web of Life Field School prior to arrival. Attending School agrees to pay interest on any unpaid approved credit balance at the rate of 1% per month (annual percentage rate of 12%).

4. Miscellaneous

- A. Attending School warrants that it is currently exempt from Federal and State income taxation and that its activities at the Facility will be in furtherance of its tax-exempt purposes.
- B. Attending School warrants that the person signing the Service Agreement has the authority to execute this Agreement on its behalf.
- C. This Agreement may be altered or amended only by written agreement of both parties.
- D. UCCR/Web of Life Field School reserves the right to require that the Attending School remove from the program and facility any persons who, in the sole opinion of the UCCR/Web of Life Field School, are creating a disturbance or who are otherwise disrupting activities. Attending School agrees to permit only authorized persons to attend the program and shall take all necessary steps to remove unauthorized persons from the program and facility.

5. Termination and Breach

- A. UCCR/Web of Life Field School may terminate this Agreement without any liability upon a determination by UCCR/Web of Life Field School in its sole and exclusive judgement, that the requirements of the State Fire Marshal, the Department of Public Health and Safety, or any statute, rule or regulation of any federal, state or local body imposes undue requirements or hardship on UCCR/Web of Life Field School.
- B. If the Facility is destroyed by fire or other cause and is so damaged that it is unusable, this Agreement may, in the sole discretion of the UCCR/Web of Life Field School, be terminated and UCCR/Web of Life Field School and Attending School shall have no further obligation hereunder.
- C. In the event a legal action or other proceeding is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its costs incurred in the action, including its costs and reasonable attorney's fees.
- D. Rules for acceptance and participation in programs at UCCR/Web of Life Field School are the same for everyone without regard to age, race, color, religion, sex, gender, handicap, or national origin.



SERVICE AGREEMENT NO. 1245A

Return signed copy and deposit to:
UCCR Web of Life Field (WOLF) School
PO Box 2517, Aptos, CA 95001
Email: admin@wolfschool.org
www.WOLFSchool.org



CHECKS MADE PAYABLE TO: UCCR

This constitutes a Service Agreement between WOLF School and:

ATTENDING SCHOOL Meadow Homes Elementary
CONTACT PERSON/AUTHORIZED AGENT Leah Dubinsky
SCHOOL ADDRESS 1371 Detroit Ave, Concord, CA 94520 SCHOOL PHONE (925) 324-2160
PROGRAM/ GRADE LEVEL 3day /ROSS/ 5th Grade

GUARANTEED MINIMUM NUMBER OF PARTICIPANTS:

Students 136 Student Fee \$ 305 per person (no tax on persons under the age of 18)
Teachers/Chaperones 15 Teacher/Chaperone per person, plus est. meal tax: \$ 245 + 4.92 tax = \$ 249.92
ESTIMATED # OF STUDENTS 136 ADDITIONAL FEES _____

PENDING EBRPF SCHOLARSHIP AMOUNT 2025

GUARANTEED MINIMUM FEE \$ 41,480.00 (based on the guaranteed minimum #of students stated above)

ARRIVAL DATE/TIME Wednesday 2/5/25 @ 11:00am DEPARTURE DATE/TIME Friday 2/7/25 @ 11:00am
FIRST MEAL Dinner 2/5/25 LAST MEAL Bag Lunch 2/7/25

This agreement is entered into for the purpose of providing educational services for an outdoor school program at WOLF Camp Arroyo, located at 5535 Arroyo Road, Livermore, CA 94550.

- Web of Life Field School will provide the following services:
 1. Provide food and lodging during the program.
 2. Provide one (1) Program Director and staff naturalists at an approximate ratio of one (1) naturalist per 18-20 students.
 3. Provide instructional materials and supplies as required for implementation of the program.
 4. Arrange transportation (at additional cost) from the outdoor school site to optional field trip areas.
 5. Provide accident and health insurance for students, teachers and chaperones.
 6. Optional Service: Camp gear (t-shirts, sweatshirts, etc.) for purchase.
- Attending School will provide:
 1. Coordination and cost of own transportation to and from program site.
 2. One teacher for every 30 students and one chaperone per every 10 students. Any additional adults must be agreed upon by both parties prior to final payment, and must pay full program tuition
 3. Teachers and chaperones are expected to stay on site and provide student supervision.
 4. One emergency vehicle to remain with Attending School group for the duration of the program.
 5. Staff to manage/distribute student medications; lead first aid and emergency procedures.
 6. Certificate of Liability Insurance as detailed in Terms & Conditions.
 7. Bag lunches on arrival day (student brought or school provided).

If Attending School terminates this agreement without using the services as agreed, Attending School will receive a 50% credit of the guaranteed minimum fee of \$ 41,480.00 to be applied to another reservation at a later date. Attending School will be given a refund for 100% of the guaranteed minimum fee, including any deposit, provided UCCR/Web of Life Field School receives written notice of the termination forty five (45) days prior to the starting date of their program or if COVID / CA Health Department restrictions prevent travel and attendance to WOLF School.

Signature below acknowledges receipt and understanding of the Terms & Conditions (see page 2).

SIGNED SERVICE AGREEMENT & DEPOSIT DUE November 15, 2024

DEPOSIT OF \$ 20,740.00 CHECK # _____ PAID DATE _____

BY [Signature] Position Principal Date 11/22/24
Signature of Authorized Agent

REQUIRED CERTIFICATIONS AGREEMENT - Page 2: Criminal Background Checks and Tuberculosis Testing in Connection with Consultant and Contracting Services

I certify that each of the persons below meets all of the requirements as described on Page 1 of the Required Certifications Agreement. If necessary, additional persons may be added to this agreement on attached pages labeled Criminal Background Checks and Tuberculosis Testing in Connection with Consultant and Contracted Services and shall meet all of the requirements specified in this agreement.

I certify that none of my employees/agents/volunteers/subconsultants, contractors, or representatives will have any contact with students prior to passing the criminal background checks and tuberculosis screening required by this Agreement.

Name	Fingerprint Clearance Date	TB Clearance Date
Karimeh Berrios	09/05/2023	10/15/2021
Jacob Gilbert	09/12/2023	09/02/2023
Adin Leavitt	01/02/2023	12/28/2022
Rachel Monosson	09/29/2022	08/30/2022
Noah Stachofsky	09/10/2024	08/26/2024
Victoria Tickel	09/05/2023	08/25/2023

By signing below on behalf of Consultant, I certify that I am an authorized signatory and that the information provided herein as "Required Certifications" is true and accurate. I further acknowledge that during the term of this Agreement, if I learn of additional information which differs from the responses provided above, or if I engage additional employees/agents/volunteers, I promise to forward this additional information to the District immediately.

United Camps Conferences and Retreats (UCCR) WOLF School

Legal Name of Consultant/Contractor: _____

By: Desiree Gant
(authorized signatory)

Date: 11/19/2024

Name: Desiree Gant

Title: WOLF School Associate Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/20/2024

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 have ADDITIONAL INSURED provisions or 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 K&K INSURANCE GROUP, INC. P.O. BOX 2338 FORT WAYNE, IN 46801	CONTACT NAME: LEISURE PHONE (A/C, No, Ext): 877-355-0315 FAX (A/C, No): 260-459-5990 E-MAIL ADDRESS:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: LEXINGTON INSURANCE COMPANY</td> <td></td> </tr> <tr> <td>INSURER B: NEW HAMPSHIRE INSURANCE COMPANY</td> <td></td> </tr> <tr> <td>INSURER C: NATIONAL CASUALTY COMPANY</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: LEXINGTON INSURANCE COMPANY		INSURER B: NEW HAMPSHIRE INSURANCE COMPANY		INSURER C: NATIONAL CASUALTY COMPANY		INSURER D:		INSURER E:		INSURER F:
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INSURER E:														
INSURER F:														
INSURED UNITED CAMPS, CONFERENCES AND RETREATS PO BOX 751090 PETALUMA, CA 94975														

COVERAGES

CERTIFICATE NUMBER: C170789

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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 type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		AIP0003450532700	1/1/2024 12:01 AM	1/1/2025 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 LEGAL LIAB TO PARTICIPANTS PROFESSIONAL LIABILITY
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			01-CA-044252048-0	1/1/2024 12:01 AM	1/1/2025 12:01 AM	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION			AIX0003450532800	1/1/2024 12:01 AM	1/1/2025 12:01 AM	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCC00000330096	1/1/2024 12:01 AM	1/1/2025 12:01 AM	<input checked="" type="checkbox"/> PER STATUTE <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
	PARTICIPANT ACCIDENT						AD&D Primary Medical Excess Medical Weekly Indemnity

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

MT. DIABLO UNIFIED SCHOOL DISTRICT, ITS OFFICERS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS ARE ADDED AS ADDITIONAL INSURED, BUT ONLY FOR LIABILITY CAUSED, IN WHOLE OR IN PART, BY THE ACTS OR OMISSIONS OF THE NAMED INSURED.
RE: WOLF SCHOOL CAMP ARROYO

CERTIFICATE HOLDER

MT. DIABLO UNIFIED SCHOOL DISTRICT
1936 CARLOTTA DRIVE
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

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):
ANY PERSON OR ORGANIZATION TO WHOM YOU ARE OBLIGATED BY VALID WRITTEN CONTRACT TO PROVIDE SUCH COVERAGE.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. 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:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will

not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance; whichever is less.

This endorsement shall not increase the applicable limits of insurance.

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 A.M.: 01/01/2024
Forms a part of Policy No.: AIP0003450532700

SEXUAL MISCONDUCT LIABILITY COVERAGE ENDORSEMENT (OCCURRENCE – DEFENSE IN ADDITION TO THE LIMITS OF INSURANCE)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

	Limits Of Insurance		Deductible	
Sexual Misconduct Liability Coverage	\$1,000,000	Each "Insured Event" Limit	N/A	Each "Insured Event"
	\$2,000,000	Aggregate Sexual Misconduct Limit		
These Sexual Misconduct Liability Limits of Insurance are subject to the General Aggregate Limit of Insurance of the Policy.				
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.				

- I. The following exclusion is added to the policy and is applicable to "bodily injury" and "property damage" under **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and "personal and advertising injury" under **COVERAGE B - PERSONAL AND ADVERTISING INJURY**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury", caused by, arising out of, or resulting from:

1. Any actual, threatened or alleged "sexual misconduct" and resulting "bodily injury" including, but not limited to mental or emotional injury of any person, committed by or alleged against any person, including, but not limited to any:
 - a. Insured;
 - b. "Employee" of such insured;
 - c. "Leased worker" of such insured;
 - d. "Temporary worker" of such insured;
 - e. "Volunteer worker" of such insured;
 - f. Independent contractor under contract with you regardless of any duty to defend and/or indemnify such independent contractor contained in such contract and notwithstanding whether you would be liable in the absence of such contract;
 - g. Patron of such insured; or
 - h. Other person; or
2. Any act or failure to act to stop or prevent actual or threatened "sexual misconduct" and resulting "bodily injury" including, but not limited to mental or emotional injury of any person, by any person in Paragraph 1. above

and regardless of the theory of liability or cause of action alleged in the "claim" against the insured, including, but not limited to, vicarious liability, negligent employment, negligent investigation, negligent instruction, negligent supervision, negligent reporting to the proper authorities, or failure to so report, negligent retention, negligent hiring, negligent credentialing, negligent placement, and/or negligent training.

II. SECTION I – COVERAGES is amended to include the following Coverage:

With respect to this endorsement, the exclusion in Section I. of this endorsement above does not apply to the Sexual Misconduct Liability Coverage:

SEXUAL MISCONDUCT LIABILITY COVERAGE

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of an "insured event" to which this insurance applies. We will have the right and duty to defend the insured against any "claim" seeking those damages even if the allegations of the "suit" are groundless, false or fraudulent. However, we will have no duty to defend the insured against any "claim" seeking damages for an "insured event" to which this insurance does not apply. We may, at our discretion, investigate any alleged "insured event" and settle any "claim" that may result. But:
 - (1) The amount we will pay for damages under this Sexual Misconduct Liability Coverage is limited as described in Section III – Limits of Insurance of the Policy; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of:
 - (a) judgments and/or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**; or
 - (b) judgments and/or settlements under this Sexual Misconduct Liability Coverage.
- b. "Defense expenses" are in addition to and shall not reduce the applicable limit of insurance for Sexual Misconduct Liability Coverage.
- c. For this Sexual Misconduct Liability Coverage to apply, all of the following conditions must be met:
 - (1) The "insured event" forming the basis of the "claim" must first occur during the policy period;
 - (2) Prior to the effective date of this policy, none of your "executive officers", directors, principals, partners, claim managers, insurance managers, risk managers, human resource directors, in-house counsel, or any "employee" authorized by you to give or receive notice of a "claim" had knowledge of any actual or alleged "insured event", or of any circumstance(s) that could reasonably give rise to a "claim" under this endorsement. If such "executive officers", directors, principals, partners, claim managers, insurance managers, risk managers, human resource directors, in-house counsel, or any "employee" authorized by you to give or receive notice of a "claim" had such knowledge prior to the effective date of this policy of any "insured event" or of any circumstance(s) that could reasonably give rise to a "claim" under this endorsement, then any continuation, change or resumption of such "insured event" or circumstance during or after the policy period will be deemed to have been known prior to this policy period; and
 - (3) The "insured event" must occur within the "coverage territory".
- d. An "insured event" will be deemed to have been known to have occurred at the earliest time when any "executive officer", director, principal, partner, claim manager, insurance manager, risk manager, human resource director, in-house counsel, or any "employee" authorized by you to give or receive notice of a "claim":
 - (1) Reports all, or any part, of the "insured event" to us or any other insurer;
 - (2) Receives a written or verbal demand or "claim" for damages because of the "insured event"; or
 - (3) Becomes aware by any other means that an "insured event" has occurred or has begun to occur.
- e. All "claims" arising out of an "insured event" shall be deemed to be a single "claim" and shall be deemed to have been made at the time that the first of such "claims" is made against the insured.

2. Exclusions

This insurance does not apply to:

a. Workers' Compensation and Similar Laws

Any obligation under a workers' compensation, disability benefits, unemployment compensation law, or any similar law.

b. Contractual Liability

An "insured event" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

c. Employer's Liability

Any "claim" made by or on behalf of:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

d. Intentional Acts

- (1) Any individual who allegedly committed the "insured event";
- (2) Any "insured event", if you or any other insured knew that such "insured event" was allegedly committed by the individual, but failed to prevent or stop it; or
- (3) Any intentional failure by you or any other insured to report an "insured event" to the proper authorities.

However, we will provide a civil defense to an insured until it is determined by final adjudication that such insured committed the "insured event", failed to prevent or stop the "insured event" or failed to report an "insured event" to the proper authorities. If it is determined by final adjudication that such insured committed the "insured event", failed to prevent or stop the "insured event" or failed to report an "insured event" to the proper authorities, we will not pay any damages with respect to such insured, nor will we defend or pay any "defense expenses" after such final adjudication

e. Prior Sexual Misconduct of Individual Insured

Any "claim" arising out of an actual or alleged "insured event" perpetrated by any individual insured if, prior to the date of the "insured event" out of which such "claim" arises, any:

- (1) Of your "executive officers", directors, principals, partners, claim managers, insurance managers, risk managers, human resource directors, or in-house counsel;
- (2) "Employees" authorized by you to give or receive notice of a "claim"; or
- (3) "Employees" who supervise such individual insured

were aware of any prior history of "sexual misconduct", or any "claims" or allegations of "sexual misconduct" made or any circumstances that could reasonably give rise to a "claim" of "sexual misconduct", or an "insured event" against that same individual insured.

f. Prior Circumstances

Any "claim" arising out of any circumstances that have been notified to any insurer prior to the effective date of this Policy.

g. Punitive, Exemplary, Multiplied Damages, Fines or Penalties

Punitive damages, exemplary damages, or the multiple portion of multiplied damages or any fines or penalties.

h. Employment Related Practices

Any refusal to employ, termination of employment, discrimination, retaliation, coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, wrongful reference or other similar actions, practices or policies related to employment.

i. Patient Against Patient

"Sexual misconduct" against a patient perpetrated by another patient.

III. With respect to **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**, Subparagraph 1.a.(2) of each Coverage is deleted in its entirety and replaced with the following:

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of:

- (a) judgments and/or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**; or
- (b) judgments and/or settlements under the Sexual Misconduct Liability Coverage.

IV. For the purposes of this Sexual Misconduct Liability Coverage Endorsement only (hereinafter, the "Endorsement"), **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is deleted in its entirety and replaced with the following:

DEFENSE EXPENSES

We will pay "defense expenses" with respect to any "claim" we investigate or settle or any "suit" against an insured that we defend. "Defense expenses" are in addition to and shall not reduce the applicable limit of insurance for Sexual Misconduct Liability Coverage.

V. For the purposes of this Endorsement only, Paragraphs 2. and 3. of **SECTION II - WHO IS AN INSURED** are deleted in their entirety and replaced with the following:

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for "sexual misconduct":

(1) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(2) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Subparagraph (1) above; or

(3) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Subparagraph (1) or (2) above.

b. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to "sexual misconduct" that occurred before you acquired or formed the organization.

VI. Paragraphs 1. and 2. of **SECTION III – LIMITS OF INSURANCE** are deleted in their entirety and replaced with the following:

1. The Limits of Insurance shown in the Declarations, the Schedule of the Sexual Misconduct Liability Coverage Endorsement (hereinafter, the "Schedule") and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. "Insured events";

- c. "Claims" made or "suits" brought; or
 - d. Persons or organizations making "claims" or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
- a. Medical Expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - c. Damages under Coverage B; and
 - d. Damages under the Sexual Misconduct Liability Coverage.

VII. Paragraphs 8. and 9. are added to SECTION III – LIMITS OF INSURANCE as follows:

- 8. Subject to 2. above, the Aggregate Sexual Misconduct Limit shown in the Schedule is the most we will pay for the sum of all damages for all "claims" arising out of all "insured events" under this Sexual Misconduct Liability Coverage.
- 9. Subject to 2. or 8. above, whichever amount remaining is less, the Each "Insured Event" Limit shown in the Schedule is the most we will pay for all damages for all "claims" arising out of any one "insured event".
- 10. Any amendment of the General Aggregate to apply per location, per project, per event, per insured or any other basis does not apply to the coverage provided under this endorsement.

VIII. With respect to this Endorsement only, Paragraph 2. Duties In The Event of Occurrence, Offense, Claim or Suit of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted in its entirety and replaced with the following:

2. Duties in the Event of an Insured Event or Claim

- a. Notice of incident. You shall give us written notice as soon as practicable after an insured becomes aware of an "insured event" or any circumstance(s) that could reasonably give rise to a "claim" covered by this Endorsement. Such notice shall include as much detail as possible and shall include, to the extent possible:
 - (1) The identity of the persons alleging "sexual misconduct";
 - (2) The identities of the insureds who allegedly committed the "sexual misconduct";
 - (3) The date the alleged "insured event" took place; and
 - (4) Any other information or documentation pertinent to the alleged "insured event".
- b. If a "claim" is made or "suit" is brought against any insured you must:
 - (1) Immediately record the specifics of the "claim" and the date it is received;
 - (2) Notify us in writing as soon as practicable;
 - (3) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim";
 - (4) Authorize us to obtain records and other information;
 - (5) Submit to examination under oath at such times as we reasonably may require concerning any matter relating to this insurance or any "claim";
 - (6) Cooperate with us in the investigation, settlement or defense of the "claim"; and
 - (7) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to any insured because of injury or damage to which this insurance may also apply.
- c. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

IX. Paragraph 18. of SECTION V – DEFINITIONS is deleted in its entirety and replaced with the following:

- 18. "Suit" means a civil proceeding in which damages because of "sexual misconduct" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- X. In addition to the definitions in **SECTION V – DEFINITIONS** of the Policy which apply to this endorsement, the following additional definitions apply to this endorsement only and supersede any similar definitions of the policy to the contrary:
1. "Claim" means a written demand or written notice for damages received by an insured. "Claim" includes a "suit".
 2. "Defense expenses" mean
 - a. All expenses we incur.
 - b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim", including actual loss of earnings up to \$250 a day because of time off from work.
 - d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
 3. "Insured event" means an act or a series of related acts of "sexual misconduct" of any person, committed by anyone, that occurs on the insured premises or as part of the operations to which this insurance applies regardless of the:
 - a. Number of acts of "sexual misconduct";
 - b. Number of "victims";
 - c. Number of "claims" made against an insured alleging "sexual misconduct";
 - d. Length of time over which such acts of "sexual misconduct" occur; or
 - e. Number of policy periods over which such "insured events" occur.

All acts of "sexual misconduct" shall be deemed to be one "insured event" and the "insured event" shall be deemed to have occurred in its entirety when the first act of "sexual misconduct" is committed.
 4. "Sexual misconduct" means any sexual act (even if consensual) including, but not limited to sexual abuse, sexual molestation, sexual harassment, sexual misconduct, sexual assault, sexual victimization, sexual intimacy, sexual contact, sexual advances, sexual exploitation, requests for sexual favors, verbal, visual or physical conduct of a sexual nature, coercion to engage in sexual activities and licentious or immoral misconduct.

"Victim" means a person who is the object of "sexual misconduct".

- XI. The Policy is amended to include the following Section:

DEDUCTIBLE APPLICABLE TO THE SEXUAL MISCONDUCT LIABILITY COVERAGE ONLY

The Deductible shown in the Schedule of this endorsement applies on an each and every "insured event" basis and shall be paid by you. The Deductible shall be applied to the payment of judgments and/or settlements.

We may advance payment of part or all of the Deductible amount and upon notification of such payment made, you must promptly reimburse us for the Deductible amounts advanced by us.

All other terms and conditions of the policy remain the same.



Authorized Representative