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INDEPENDENT CONTRACTOR AGREEMENT

SUPERINTENDENT
MDUSD

This Contract (“Agreement” or “Contract”) is dated for convenience as of **JUNE 27, 2024**, between the **Mt. Diablo Unified School District** (“District” or “MDUSD”) and **ERNIE COOPER** (“Contractor”). The District and Contractor may be individually referred to herein as a “Party,” or collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, absent an exception or exclusion, competitive solicitation is required when contracting for goods and services in excess of the State of California bid limit, adjusted annually for inflation;

WHEREAS, California Public Contract Code §§ 20111 *et seq.*, authorizes the District to purchase equipment, materials, or supplies up to the annually adjusted bid threshold amount (currently, \$114,500) without formal bidding;

WHEREAS, the District is authorized to contract with and employ any persons for the furnishing of professional services and/or special services or advice in financial, economic, accounting, engineering, legal, or administrative matter if those persons are specially trained and experienced and competent to perform the services required (California Government Code § 53060 and Public Contract Code §§ 20111);

WHEREAS, the District desires Contractor to conduct a forensic financial audit, as detailed herein; and

WHEREAS, Contractor represents itself able and, for a consideration, willing to perform the services for the **LEGAL DEPARTMENT**.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. **SERVICES:** Contractor agrees to perform the services set forth in the attached **APPENDIX A** (“Scope of Work” or “Services”). If closure of schools or other impediments arise to preclude Contractor from performing in-person Services, Contractor agrees to perform Services remotely, when possible and when the performance of such services remotely is comparable to the in-person provision of such services. In the alternative, Contractor agrees that its obligation to perform Services and right to receive compensation for those Services will be suspended for the duration of the school closures or interruption to in-person Services.
 - a. **Standard of Care.** 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’s services will be performed, findings obtained, reports and recommendations prepared in accordance with

generally and currently accepted principles and practices of its profession for services to California school districts.

- b. **Certificates/Permits/Licenses/Registration.** Contractor and all Contractor's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.
2. **TERM & EFFECTIVE DATE:** The term for these Services shall commence on **July 1, 2024** and shall expire on **June 30, 2025** (the "Term"), unless terminated earlier pursuant to the terms of this Agreement. The District, in its sole discretion, shall have two (2) options to extend the Term of this Agreement for a period or periods of up to one (1) year each. The maximum term of this Agreement shall not exceed three (3) years. This Agreement shall become effective only upon proper execution by the Parties; certification as to the availability of funds; and approval or ratification by the District's Board of Education in an open, noticed meeting. The District has no obligation to renew or extend this Agreement after expiration of its Term.
3. **COMPENSATION:**

 - a. Compensation to the Contractor shall not exceed **fifty thousand** dollars and zero dollars (**\$50,000.00**). **The not to exceed amount is the maximum amount of compensation due to Contractor and not a guarantee of total payment to Contractor, as Contractor is paid in arrears for Services rendered.** The breakdown of costs and payment schedule associated with this Agreement are detailed in the attached APPENDIX B ("Schedule of Fees").
 - b. Prices/quotations must be firm. Prices will be in effect for the term of the Contract, including any extensions hereto, unless otherwise provided for herein. Prices/quotations can be modified only with written approval from the District.
 - c. The not-to exceed amount of this Agreement may be increased or decreased after the initial term of this Agreement and any extension this Agreement pursuant to Section 2, provided that any such increase or decrease is executed, approved, and certified pursuant to the terms of this Agreement. Any requested price increase or decrease must be properly documented and submitted in writing by Contractor to the District's Director of Procurement by February 15th. The percentage increase shall not exceed the All Consumer Price Index (CPI) of the San Francisco Metropolitan Area, as reported by the U.S. Department of Labor for the June-to-June period immediately preceding the adjustment date. In no event shall the increase exceed three percent (3%). Contractor will be required to present documentation sufficient to justify any proposed percentage price increase.
 - d. W-9: Consultant acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Agreement and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Consultant.

4. **AVAILABILITY OF FUNDS; BUDGET AND FISCAL PROVISIONS; TERMINATION IN THE EVENT OF NON-APPROPRIATION:**

- a. This Agreement is subject to the budget and fiscal policies, regulations and practices of the District, and approval and appropriation of funds for this Agreement.
- b. The amount of the District's obligation hereunder shall not at any time exceed the amount herein stated or stated in any approved amendment.
- c. If funds are appropriated for only a portion of a fiscal year, this Agreement will terminate, without penalty, at the end of the period for which funds are appropriated.
- d. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

5. **DISALLOWANCE**

- a. If Contractor claims or receives payment from the District for a service that is later disallowed by the United States Government, State of California or any other grantors, Contractor shall promptly refund the disallowed amount to the District upon the District's request. At its option, the District may offset the amount disallowed from any payment due or that may become due to Contractor under this Agreement.
- b. Contractor certifies that Contractor is not suspended, debarred or otherwise excluded from participation in federal, state or local governmental programs. Contractor acknowledges that this certification of eligibility to receive federal or state funds is a material term of this Agreement.

6. **SUBMITTING FALSE CLAIMS; MONETARY PENALTIES:** Contractor agrees to comply with and is subject to the California False Claims Act (Government Code §§ 12650 *et seq.*), including treble damages and penalties as set forth in the operative statutory provision at the time of any violation.

7. **PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK:** No payment shall in any way lessen the liability of Contractor to remedy or replace unsatisfactory work, service, equipment, or materials, if the unsatisfactory character of such work, service, equipment or materials was not detected at the time of payment. Service, materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by the District and in such case must be remedied or replaced by Contractor without delay at no additional cost to the District.

8. **RESPONSIBILITY FOR EQUIPMENT:** The District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, even though such equipment be furnished, rented or loaned to Contractor by the District.

9. **TAXES:** Contractor shall pay all taxes levied in connection with this Agreement, or the services delivered pursuant hereto.

10. **INDEPENDENT CONTRACTOR:** Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and not an employee of the District. Contractor shall be wholly responsible for the manner in which it performs the services required of it under this Agreement. Nothing contained in this Agreement shall

be construed as creating an employment or agency relationship between the District and Contractor or its agents and employees. Any terms in this Agreement referring to direction from the District shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as the means by which such a result is obtained. The District does not retain the right to control the means or the method by which Contractor performs work under this Agreement. If any governmental authority should, nevertheless, determine that Contractor is an employee, then the District's payment obligations hereunder shall be reduced so that the aggregate amount of payments directly to Contractor and to the applicable governmental authority does not exceed the maximum amount specified in this Agreement. Contractor shall refund any amounts necessary to effect such reduction.

11. **INDEMNIFICATION**: Contractor shall indemnify and hold harmless the District, its Board, officers, employees and agents from, and, if requested, shall defend them against any and all claims, demands, liabilities, obligations, losses, damages, judgments, costs or expenses (including legal fees and costs of investigation) (collectively "Claim"), whether actual or alleged, arising directly or indirectly from or in any way connected with the performance of this Agreement by Contractor and/or Contractor's agents, including but not limited to any Claim for personal injury, death, property damage, loss of profits, infringement upon intellectual property rights, failure to comply with the criminal background check requirements of California Education Code § 45125.1 and/or disclosure of confidential information which might be obtained by Contractor or Contractor's agents in the performance of this Agreement. Notwithstanding the foregoing, Contractor shall have no obligation under this section with respect to any Claim that is caused by the active negligence or willful misconduct of District and which is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Contractor or Contractor's agents.
12. **INSURANCE**: Contractor shall procure and maintain for the duration of the contract 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, his or her agents, representatives or subcontractors. Specifics regarding the amount and type of insurance are set-forth in the attached **APPENDIX C** ("Insurance Requirements").
13. **LIABILITY OF DISTRICT**: DISTRICT'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT PROVIDED TO CONTRACTOR UNDER THIS AGREEMENT. DISTRICT SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, IN CONNECTION WITH THIS AGREEMENT.
14. **DEFAULT**: Contractor shall be in default if Contractor: (a) fails to perform any term, covenant, or condition contained in this Agreement; (b) files or is the subject of a petition for bankruptcy or insolvency; or (c) has a court-ordered receiver or trustee appointed with respect to Contractor's assets.

15. **REMEDIES:** If a default has occurred and is continuing, the District may, in its sole discretion, and individually or in combination with any other remedy:
- a. Terminate this Agreement upon ten (10) days written notice at the discretion of the District. District shall specify the date of termination in its written notice of termination for default. Contractor shall be paid for services satisfactorily rendered through the date of termination;
 - b. Offset the amount of any outstanding liability of Contractor against funds otherwise due and owing hereunder or any other agreement with Contractor;
 - c. Withhold funds due hereunder;
 - d. Cure the default, in which event all amounts expended by the District in effecting such cure shall be payable upon demand, with interest from the date of incurrence at the maximum rate permitted by law; and/or
 - e. Exercise any other remedy available by law.
16. **TERMINATION:**
- a. Contractor expressly understands and agrees that in an event of default by the Contractor under this Agreement, this Agreement may be terminated for cause by the District and all of the Contractor's rights hereunder ended. Termination for cause shall be upon ten (10) days written notice, and no work will be undertaken by Contractor after receipt of the notice of termination for cause, with the exception of actions necessary to effectuate the termination.
 - b. Contractor further understands and agrees that the District may terminate this Agreement for the District's convenience and without cause at any time by giving the Contractor thirty (30) days written notice of such termination.
 - c. Upon receipt of any notice of termination of this Agreement, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by District in a manner that minimizes the liability of Contractor and District to third parties as a result of termination. All such actions shall be subject to prior approval by District and shall include, without limitation: canceling orders, assigning interests to the District, settling outstanding liabilities and claims, securing and safe-guarding District property, and halting or completing services in the manner specified by the District.
 - d. In no event shall District be liable for costs incurred by Contractor or any of its subcontractors after the effective date of termination, except for those costs specifically approved by the District as necessary to effect the termination in a manner acceptable to the District. Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest.
 - e. Within thirty (30) days of the effective date of termination, the Contractor will submit an itemized invoice detailing the unpaid costs incurred for the services rendered pursuant to this Agreement up to the effective date of termination. The District's payment obligation under this Section shall survive termination of this Agreement. Upon payment of approved charges under such invoice by the

District, the District shall be under no further obligation to the Contractor, monetarily or otherwise.

17. **NOTICES:** Any notices or communications required or permitted to be given by this Agreement must be 1) given in writing; 2) personally delivered or mailed, by prepaid, certified mail, overnight courier; or 3) electronic mail transmission (including portal document format) with "read receipt" requested to the Party to whom such notice or communication is directed, to the email address or regularly-monitored electronic mail address of such Party as follows:

a. NOTICE TO THE DISTRICT:

SITE/DEPARTMENT	Mt. Diablo Unified School District
GENERAL COUNSEL	General Counsel, Susanne Starecki Kim
CONTACT PERSON	Betty Christians
STREET ADDRESS	1936 Carlotta Drive
CITY, STATE, ZIP	Concord, CA 94519
TELEPHONE	(925) 682-8000 x4005
EMAIL ADDRESS	<u>stareckikims@mdusd.org</u> <u>christiansb@mdusd.org</u>

b. NOTICE TO THE CONTRACTOR (PO Box not acceptable):

CONTRACTOR NAME	<i>Ernest C Cooper aka Ernie Cooper</i>
CONTACT PERSON	<i>Ernie Cooper</i>
STREET ADDRESS	<i>10300 W. Charleston Blvd #13179</i>
CITY, STATE, ZIP	<i>Las Vegas, NV 89135</i>
TELEPHONE	<i>(562) 728-3339</i>
EMAIL ADDRESS	<i>cpalaw7@gmail.com</i>

- c. Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier; or (iv) the day such notice or communication is sent electronically, provided that the sender has received a confirmation of such electronic

transmission. A Party may, for purposes of this Agreement, change his, her or its address, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other Party pursuant to this Section.

18. **HEALTH & SAFETY REQUIREMENTS FOR A CONTRACTOR:** If Contractor, its employees and/or subcontractors will enter a District school site or facility in connection with performance of services under this Agreement or if the Contractor, its employees and/or sub-Contractors, will be in contact with District staff, contractors, or students, then the Contractor, its employees and/or sub-Contractors, shall maintain compliance with all local and state laws, health directives, orders, guidelines and policies, including but not limited to those related to COVID-19, and District policies, as updated from time to time. All costs to comply such requirements are the Contractor's responsibility. Evidence of compliance with these requirements shall be immediately available to the District upon request or audit. Contractor agrees that it is the Contractor's responsibility to be informed on the latest public health guidance on public health emergencies and to comply with that guidance accordingly. Where a conflict exists between this Agreement and any local or state public health order related to a current Public Health Emergency, the more restrictive guidance controls.

19. **CRIMINAL BACKGROUND CHECK/SUBSEQUENT ARREST NOTIFICATION REQUIREMENTS:**

- a. Criminal Background Check
- 1) Prior to the commencement of services and throughout the Term of this Agreement, if Contractor or any of its employees, agents or volunteers that Contractor hires or assigns, will have more than limited contact with MDUSD students, or interact with District students outside of the immediate supervision and control of the student's parents or District staff, then Contractor is required to comply with the criminal background check provisions of California Education Code § 45125.1. Contractor must conduct criminal background checks through the California Department of Justice ("CDOJ"), including both CDOJ and Federal Bureau of Investigation ("FBI") background checks, and must obtain subsequent arrest notification (as below), for all Contractor employees, agents, and volunteers who will have more than limited contact with District students or will interact with District students outside of the immediate supervision and control of the student's parents or District staff in the performance of this Agreement.
 - 2) Contractor certifies that no Contractor employee, agent or volunteer who has been convicted of a serious or violent felony as defined by California Education Code § 45125.1 (*citing* California Education Code § 45122.1), a sexual offense as defined by California Education Code § 44010, a controlled substance offense as defined by California Education Code § 44011, or any other offense that renders Contractor's proximity to children or services to the District inappropriate, shall have contact with

District students under this Agreement. This prohibition does not apply to an employee, agent or volunteer who has obtained a certificate of rehabilitation and pardon pursuant to California Penal Code § 4852.01 *et seq.* for a serious or violent felony listed under California Education Code § 45122.1.

- 3) Contractor has the sole responsibility to comply with the CDOJ fingerprint and criminal background investigation requirements and maintain compliance throughout the duration of this Agreement.
 - 4) The District will not be responsible for the costs of the criminal background checks.
 - 5) Contractor's employees, agents or volunteers who will have no contact or will have limited contact and will not interact with District students outside of the supervision and control of student's parents or District staff, are not required to meet criminal background check and subsequent arrest notification requirements.
 - 6) If Contractor asserts that all of its employees, agents or volunteers will have no contact or will have limited contact and will not interact with District students outside of the supervision and control of student's parents or District staff, the District administrator supervising this Agreement will be required to affirm that Contractor has correctly disclosed the level of student interaction/contact associated with the services provided under this Agreement. The District's determination shall control.
- b. Subsequent Arrest Notification
- 1) In addition to the initial criminal background check, Contractor will obtain from CDOJ subsequent arrest notification to monitor future arrests of employees, agents and volunteers who will have more than limited contact with District students or interact with District students outside of the immediate supervision and control of the student's parents or District staff in the performance of this Agreement. District shall not be responsible for the costs associated with the subsequent arrest notifications.
 - 2) Upon receipt of notice that any of its employees, agents, or volunteers who will have more than limited contact with District students or will interact with District students outside of the immediate supervision and control of the student's parents or District staff in the performance of this Agreement has been arrested or convicted of a serious or violent felony as defined by California Education Code § 45125.1 (*citing* Education Code § 45122.1), a sexual offense as defined by California Education Code § 44010, or a controlled substance offense as defined by California Education Code § 44011, or any other offense that renders Contractor's proximity to children or services to the District inappropriate Contractor will immediately prohibit such employee, agent, or volunteer from having any contact with District students pursuant to this Agreement, and Contractor will immediately notify the District of such arrest.
 - 3) Without limiting any other available legal remedies, failure by Contractor to comply with this Section may result in termination of this Agreement at the District's sole discretion.

- c. Contractor certifies that it will comply with all CDOJ fingerprint and criminal background investigation requirements of California Education Code §§ 45125.1 *et seq.*, and maintain compliance throughout the duration of this Agreement with District.
- d. Evidence of compliance with these requirements shall be immediately available to the District upon request or audit.

20. **TUBERCULOSIS SCREENING REQUIREMENTS:**

- a. California law requires that school consultants working with students be free of infectious tuberculosis ("TB").
- b. If Contractor, its employees and/or sub-Contractors ("Contractor Parties") shall or may be on a District school site and have contact with District students three or more times per month during the Term of this Agreement, then Contractor shall at all times during the duration of the Agreement maintain compliance with the TB certification requirements as set forth herein.
- c. Contractor shall maintain on file documents confirming that Contractor Parties received a TB test or TB assessment that complies with the requirements of California Education Code § 49406. These documents shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit. Contractor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied.
- d. All costs to comply with the TB certification requirements are the Contractor's responsibility.
- e. Contractor shall indemnify, defend and hold harmless the District and its Board, officers, directors, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from any failure to comply with these TB certification requirements.
- f. Evidence of compliance with these requirements shall be immediately made available to the District upon request or audit.

21. **CALIFORNIA STATE TEACHERS RETIREMENT SERVICES - POSTRETIREMENT EARNINGS LIMIT:**

- a. A school district is required to report post-retirement earnings to California State Teachers Retirement Services ("CalSTRS") for retired members who perform creditable service whether the retired member was compensated as an employee of the district, independent contractor or employee of a third party.
- b. When a retired member's earnings exceed the fiscal year limitation, their retirement benefit will be reduced by the amount earned over the annual limit.
- c. The amount reduced may be equal to their monthly retirement benefit payable but shall not exceed the annual retirement benefit payable to the member.
- d. Contractor certifies that it is cognizant and fully informed of regulations regarding postretirement earnings limits applicable to retirees from CalSTRS. (California Education Code §§ 22714, 24114, 24116, 24214, 24214.5 and 24215.)

- e. **Contractor shall inform the District if owner and/or their employees is a retired member of CalSTRS before receiving payment for services under this Agreement, and all post-retirement earnings shall be reported to CalSTRS.**
- f. Contractor shall indemnify, defend (by counsel reasonably acceptable to the District) and hold harmless the District and its Board, officers, directors, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from any failure to adhere to CalSTRS regulations applicable to retirees Postretirement Earnings Limit.

22. **CONFLICT OF FINANCIAL INTEREST:**

- a. Contractor shall comply with, all requirements of California law pertaining to conflicts of financial interest in contracting with public agencies. Contractor shall determine whether or not participation in a contract may constitute a conflict of interest. While the District maintains records regarding contracts, it does not have access to specific information concerning which entities, partners, subcontractors or team members perform specific work on these contracts. A conflict of interest or an unfair advantage may exist without any knowledge of the District. The determination of the potential for a conflict must be made by the Contractor. Contractor shall notify the District immediately if it finds that a potential conflict may exist.
- b. Contractor certifies that it has read, understood and shall comply with conflict of interest laws and regulations, including those set forth in Board Rule and Procedure 9270: Conflict of Interest and the Appendix to Board Rule and Procedure 9270: Conflict of Interest. Contractor further certifies that it that it does not know of any facts that constitute a violation of such provisions and agrees to promptly notify the District if it becomes aware of any such facts during the Term of this Agreement

23. **NONDISCRIMINATION:** The District is committed to providing equal opportunity for all individuals in education. Contractor understands and agrees that in providing services to the District, Contractor shall comply with Board Policy 0410: Nondiscrimination in District Programs and Activities, which requires that all District programs, activities, and practices be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. To the extent that the services Contractor will provide to the District under this Agreement include the provision of services to students, Contractor shall comply with Board Policy 6141: Curriculum Development and Evaluation, which recognizes that the District's curriculum may sometimes include instruction related to controversial issues that may arouse strong reactions based on personal values and beliefs, political philosophy, culture, religion, or other influences. The services provided by Contractor shall not reflect adversely upon persons because of their race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability,

sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. By signing this Agreement, Contractor certifies that its programs, activities, and practices are free from discrimination and that it shall strictly adhere to and comply with District policies.

24. PROPRIETARY INFORMATION OF DISTRICT; STUDENT INFORMATION:

- a. Contractor agrees that, in connection with this Agreement, the Contractor may have access to proprietary and confidential information which may be owned or controlled by the District, the disclosure of which to third parties may be damaging to the District, its Board, employees or students. Contractor also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Contractor to civil liability. Consequently, Contractor agrees that all information disclosed by the District to the Contractor or in which such information is collected or received by Contractor on District's behalf shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. Contractor shall exercise the same standard of care to protect such information as is used to protect its own proprietary and/or confidential information and in no case less than a reasonable standard of care.
- b. Contractor shall comply at all times with the requirements of the Family Educational Records Privacy Act ("FERPA") and relevant state law regarding the confidentiality and handling of student records, including but not limited to California Education Code §§ 49073 *et seq.* Contractor is prohibited from accessing or using confidential student information under this Agreement unless it first obtains prior written parental consent, or an exception to federal and state privacy laws that permit access to confidential student information applies. Even if access is permitted, Contractor shall not use confidential student data for any purpose other than providing services to the District pursuant to this Agreement. Contractor shall not re-disclose confidential student information to any third party without the prior written consent of the District and any such re-disclosure shall be consistent with state and federal law.
- c. Use of Confidential Student Data for Program Evaluation/Studies. Contractor's access to and use of confidential student data for purposes other than provided for under this Agreement requires prior written approval from the District's Office of Research, Planning and Accountability ("RPA"). Contractor must complete and submit a Research Application to RPA and if RPA approves the Research Application, Contractor must also execute a Data Use and Confidentiality Agreement ("DUA") with RPA.
- d. Within thirty (30) days of the termination or expiration of this Agreement, if no subsequent agreement between the Parties is in place to allow Contractor to have access to the District's confidential student data, then any such data that is in the possession of Contractor shall be confidentially and securely returned to District in all forms in which the Contractor is holding such data, including, if applicable, in a computer-readable format. Once such data is received by District, and, if applicable, District confirms that the computer-readable format is indeed readable,

Contractor shall securely destroy any remaining copies of the data that it holds in any form or media within fourteen (14) days of such confirmation from District. Contractor shall destroy all such data utilizing a method of secure destruction that renders such information unreadable, such as shredding or burning, erasure of magnetic media, electronic deletion using file shredding software, or other industry-standard method of secure destruction. Upon request, Contractor shall provide District with written certification that such destruction has occurred.

- e. The confidentiality provisions of this Section shall survive the termination or expiration of this Agreement.

25. **COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT:** Contractor acknowledges that, pursuant to the Americans with Disabilities Act ("ADA"), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor or subcontractor, must be similarly accessible to the general public regardless of disabilities. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation including without limitation Section 504 of the Rehabilitation Act. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any breach of this prohibition on the part of Contractor, its agents or assigns will constitute a material breach of this Agreement.
26. **MANDATED REPORTING OF SUSPECTED CHILD ABUSE OR NEGLECT:** If Contractor will provide services at a school site and works with District students pursuant to this Agreement, Contractor is a mandated reporter of suspected child abuse or neglect under California Penal Code § 11165.7, and Contractor will submit reports of suspected child abuse or neglect to Child Protective Services ("CPS") as required by law. (California Penal Code § 11165.7; California Penal Code §§ 11164 *et seq.*) Contractor shall maintain copies of such reports. Contractor is requested, but is not required, to notify the District school site administrator when a CPS report has been filed.
27. **OWNERSHIP OF RESULTS:** Any newly-developed plans, specifications, studies, reports, memoranda, computation sheets, computer data files or other materials in any form or media prepared by Contractor in connection with services performed under this Agreement ("Results") shall be the property of and be promptly transmitted to the District. The District hereby grants to Contractor a non-exclusive, irrevocable, royalty-free license to reproduce, modify, edit, create derivative works based on, and otherwise use the Results. The Parties acknowledge and agree that the Contractor retains and exclusively owns all rights, title and interest in and to the intellectual property rights owned or developed by the Contractor prior to the date of this Agreement or outside of the scope of the services provided pursuant to this Agreement.
28. **AUDIT AND INSPECTION OF RECORDS:** Contractor agrees to maintain and to permit the District to audit, examine and make copies of excerpts and transcripts of all records, including without limitation accurate accounting books and records, invoices, timesheets, documents, reports, student records, payroll and personnel records and other

materials and data related to Contractor's performance of this Agreement, whether funded in whole or in part under this Agreement. The Contractor shall maintain such records and data in an accessible location and condition for a period of not less than five (5) years after a final payment under this Agreement or until after final audit has been completed, whichever is later.


29. **SUBCONTRACTING**: Contractor is prohibited from subcontracting this Agreement or any services provided pursuant to this Agreement without the prior written consent of the District. If Contractor subcontracts any portion of its obligations under this Agreement, it is required to ensure the Insurance Requirements of Section 12, above, apply to any and all such subcontractors. Contractor shall be liable to District for all such subcontractors' acts or omissions relating to this Agreement, whether provided with or without the District's permission.
30. **ASSIGNMENT**: Contractor understands and agrees that the services to be performed by the Contractor under this Agreement are personal in character and neither this Agreement, nor any duties or obligations hereunder, shall be assigned or delegated by the Contractor without the prior written consent of the District.
31. **FORCE MAJEURE**: The Parties agree that neither shall be liable to the other under this Agreement as a result of any delay, failure or interruption in services directly caused by an act of God or public enemy; acts of civil or military authorities; catastrophes such as an earthquake, epidemic, pandemic, viral or communicable disease outbreak; quarantines; disruption of supply chains, transportation systems, or national emergency, that is beyond the reasonable control of the Party and which renders impossible the performance of contractual obligations, either totally or in part (a "Force Majeure Event"), excluding in all cases claims of financial hardship, and such nonperformance will be excused and will not be deemed a default hereunder or a ground for termination of the Agreement, provided that as soon as reasonably possible the affected Party (1) provides the other party with notice of such Force Majeure Event, (2) provides detailed documentation establishing that such Force Majeure Event was beyond the Party's reasonable control and not due to any fault or negligence on its part, and (3) works diligently to restore services as soon as reasonably possible. In no event shall any work stoppage, strike or labor dispute at a District or Contractor site, or by District or Contractor personnel, constitute a Force Majeure Event under this Agreement. In no event shall District be liable to Contractor for payment for services that cannot be and are not provided as a result of a Force Majeure Event. **In no event shall District be liable to Contractor for payment for services that cannot be and are not provided as a result of a Force Majeure Event.**
32. **WAIVER**: Either Party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, or provisions by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

33. **DISPUTE RESOLUTION:** Prior to any action or resort to any other legal remedy, District and Contractor agree to exercise reasonable efforts and to negotiate in good faith to resolve to the satisfaction of the Parties any dispute that may arise concerning the performance by either Party of its obligations under this Agreement.
34. **COMPLIANCE WITH LAWS AND BOARD POLICIES:** Contractor shall keep itself fully informed of applicable federal, state and local laws, regulations, orders, and District Board Policies and Administrative Regulation affecting the performance of, or necessary to ensure the safe and appropriate performance of this Agreement, and shall at all times comply with such laws, regulations, orders, District Board Policies, and Administrative Regulations as they may be amended from time to time.
35. **MODIFICATION OF AGREEMENT:** Any amendment or modification to this Agreement shall be by written instrument and shall only be effective upon execution by the duly authorized representatives of the Parties and approval or ratification by the Board of Education in an open, noticed meeting.
36. **USE OF NAME; MARKETING:** Excluding a simple statement or acknowledgement that Contractor has a written agreement with the District, Contractor will not use the name, marks or logos of the District in any planned advertisement, press release, or other planned publicity or marketing materials, in any form or media, without the prior written approval of the District. Notwithstanding the foregoing provisions of this Section, nothing in this Section shall infringe upon the First Amendment rights of either Party.
37. **GOVERNING LAW; VENUE:** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California, without regard to its conflict of laws rules. The venue for all litigation relative to this Agreement shall be Concord, California.
38. **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.
39. **SECTION HEADINGS:** The section headings contained herein are for convenience of reference only and are not intended to define the scope of any provision of this Agreement. In the event of any inconsistency between the terms of this Agreement and language set forth in any Appendices to this Agreement, the terms of this Agreement shall take precedence in resolving the conflicting terms
40. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof, and supersedes any prior or contemporaneous written or oral understanding or agreement, and may be amended only by written amendment executed by the Parties to this Agreement. In the event of any inconsistency between the terms of this Agreement and language set

forth in any Appendices to this Agreement, the terms of this Agreement shall take precedence in resolving the conflicting terms.

41. **EXECUTION OF THE AGREEMENT, EXECUTION IN COUNTERPARTS:** Original copies of this Agreement shall be executed by the respective Party's authorized signatories. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument and shall become a binding agreement when one or more counterparts have been signed by each of the Parties and delivered to the other. Electronic signatures may be used in place of original signatures on this Agreement. Each Party intends to be bound by the signatures on the facsimile or electronic document, is aware that the other party will rely on the facsimile or electronic signatures, and hereby waives any defenses to the enforcement of the terms of this Agreement based on the use of a facsimile or electronic signature.
42. **SEVERABILITY:** If any term or provision of this Agreement shall be found illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.
43. **No Third Party Beneficiaries.** District and Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides any benefit or right, directly or indirectly, to third parties unless they are individually identified by name in this Agreement and expressly described as intended beneficiaries of this Agreement.
44. **APPENDICES:** The Appendices set-forth below and attached hereto are an integral and definitive part of this Agreement and are incorporated herein by this reference. In signing this Agreement, Contractor certifies that it will comply with all laws, regulations, and MDUSD Board Policies; affirms that it is familiar with the laws, regulations, and MDUSD Board Policies; certifies that it does not know of any facts that constitute a violation of any such laws, regulations, and MDUSD Board Policies contained herein. The Appendices are:
- a. Appendix A: Scope of Work or Services;
 - b. Appendix B: Schedule of Fees; and
 - c. Appendix C: Insurance Requirements.

45. **STUDENT CONTACT DISCLOSURE:**

<p>Will Contractor have MORE THAN LIMITED CONTACT or FREQUENT or PROLONGED CONTACT with District Students or will interact with District students outside of the supervision and control of student's parents or District staff in the performance of the Agreement? <i>Check one:</i></p> <p><input type="checkbox"/> YES</p>	<p><i>I have reviewed and affirm that the Contractor has correctly disclosed the level of student contact and interaction associated with the services provided under this Agreement.</i></p> <p> _____ Susanne Starecki Kim</p>
---	---

<input checked="" type="checkbox"/> NO If YES , Contractor must comply with the requirements of Sections 19 & 20 prior to Board ratification or approval.	General Counsel <u>7/1/24</u> Date
---	---

IN WITNESS WHEREOF the Parties hereto have executed this Agreement, to be effective upon approval or ratification by the District's Board of Education on _____.

ERNIE COOPER

APPROVED

BY: 

ERNIE COOPER

DATE: 6/28/24

MT DIABLO UNIFIED SCHOOL DISTRICT

APPROVED

BY: 

ADAM CLARK, SUPERINTENDENT

DATE: 9/26/24

APPROVED AS TO FORM

BY: 

SUSANNE STARECKI KIM, GENERAL COUNSEL

DATE: 7/1/24

APPENDIX A: SCOPE OF WORK/SERVICES

For services directly related to lessons (e.g., music, art, dance, garden, ecology, sex education or poetry) at schools, Contractor agrees to provide the following services to the District under the supervision of and in collaboration with classroom teacher(s): Describe how services will be provided remotely if in-person Services are not possible or practical.

- I. Description of the services and deliverables (in detail), which will be provided:**
At the direction of the General Counsel, Contractor shall perform a forensic financial audit of the District's CARES program, including its contracts with outside vendors.
- II. Description of project plan for provision of services (include specific dates of when tasks will be completed):**
At the direction of the General Counsel, Contractor shall perform a forensic financial audit of the District's CARES program, including its contracts with outside vendors.
- III. Description of where the services will be provided:**
On-site and remotely as appropriate.
- IV. Description of who will provide the services (include applicable license information):**
Ernie Cooper and Ana Rodriguez as a subcontractor.
- V. Description of proposed outcomes of services:**
Forensic financial audit including assessment of internal and external protocols.
- VI. The following applies if Contractor is performing services on school or District property: Safety and Security: Contractor shall perform all Services so as to avoid injury or damage to any person or property by exercising all necessary safety and security precautions as may be appropriate to the nature of the Services and the conditions under which the Services are to be performed. Contractor further agrees to comply with all of the following:**
 - a. Identification:** When performing Services on District property, Contractor shall be in appropriate work attire (or uniform, if applicable) at all times. If Consultant does not have a specific uniform, then Consultant shall provide identification tags and/or any other mechanism the District in its sole discretion determines is required to easily identify Consultant, as opposed to faculty, staff, parents, students or other members of the public. Consultant and its employees shall (i) display on their clothes the above-mentioned identifying information and (ii) carry photo identification and present it to any District personnel upon request. If Consultant cannot produce such identification or if the identification is unacceptable to District, District may provide at its sole discretion, District-produced identification tags to Consultant, costs to be borne by Consultant.
 - b. Sign-in required:** As required by schools and other District locations, Consultant personnel must sign into the location's main office to receive an

- in-school identification/visitors tag. Such individuals must display this tag on their person at all times while on District property.**
- c. No Smoking/Non-Prescription Drugs: All District properties are tobacco-free and drug-free zones. Consultant personnel are prohibited from using any tobacco product on or immediately adjacent to District property. Consultant personnel are prohibited from using illegal drugs on District property.**
 - d. No Weapons or Firearms: Except as provided by statute and District policy, all District properties are weapons- and firearms-free zones. Consultant personnel are strictly prohibited from possessing on their persons or in their vehicles any weapons or firearms while on District property.**
 - e. Employee Removal. At District's request, Consultant shall immediately remove any person from all District properties in cases where the District in its sole discretion determines that removal of any such person is in the District's best interests.**
 - f. District Property. District hereby deems all information, documents, and property contained in or on District property privileged and confidential. Any removal or disclosure of any privileged and confidential materials by Consultant without express written consent of District shall be considered a material breach of this Agreement and shall be cause for immediate termination of this Agreement. IF CONSULTANT BECOMES AWARE OF A POSSIBLE UNAUTHORIZED REMOVAL OR DISCLOSURE OF PRIVILEGED AND CONFIDENTIAL MATERIALS, CONSULTANT SHALL IMMEDIATELY NOTIFY DISTRICT.]**

If Contractor is providing services that involve contact with students or interaction with students, services must be performed under the direct supervision, line-of-sight and in collaboration with certificated staff member. Please affirm by checking the box below:

Services will be performed under direct supervision, line-of-sight and in collaboration with certificated staff –NOT/APPLICABLE

APPENDIX B: SCHEDULE OF FEES

Total Cost of the Agreement (Not to Exceed Amount): Fifty Thousand dollars (\$50,000).

Note: Fees and charges should be hourly rates for services, and flat rate fees are not permitted and will be rejected unless prior approval is obtained.

The rate of pay will be (Check off and complete one option):

Name	Associate/Partner	Hourly Rate
Ernest Cooper	Partner	\$350
Ana Rodriguez	Subcontractor	\$150
Nancy Youngs	Subcontractor	\$50

If Agreement allows contractor to be reimbursed for expenses, please complete:

- Contractor will be reimbursed for expenses not to exceed \$ At-Cost with receipts. All expenses will be listed separately on submitted invoice(s). Receipts must be attached for travel, mileage or items purchased. Reimbursements must be reasonable, must comply with the Board Policy, may not exceed the U.S. General Service Administration rates, and are subject to approval by District.

Protocols:

- 1) **Invoices must include all of the following: invoice date, Contract Requisition #, dates of service, detailed description of service, payment rate, total payment due, remit to address, Consultant name, and contact information.**
- 2) **Costs:** Must correlate payment to Contractor with provision of Services detailed in Appendix A. The breakdown should list separately and in detail the rates pay, charges and expenses. Indirect fees/charges, fringe benefits, administrative cost, overhead costs and reference to insurance costs are prohibited.
- 3) **Compensation.** The Contractor's fee set forth in this Agreement shall be full compensation for all of Contractor's Services incurred in its performance of the services set forth in **Appendix A**. **The fee is not to exceed amount and is not a guarantee of total payment, as payment is owed only for Services rendered.** All reimbursements for supplies, materials, travel and/or mileage shall not exceed the amount set forth in the Agreement, and shall be listed separately and are subject to approval of the District. The fee shall be paid as indicated and the rate of pay shall not

be changed for the Term of the Agreement. For any rates or pricing shall remain fixed for the Term of the Agreement.

- 4) **Method of Payment:** Contractor shall submit invoices in a format approved by the District. Invoices must include the purchase order number, District site name, name of individual(s) performing duties, date(s) worked, hours worked. Flat rate compensation is not permitted and will be rejected unless approved by the Procurement Department. Contractor shall submit invoices to the District via the District's authorized representative referenced in Section 17 (Notices).
 - a) Upon receipt and approval of Contractor's invoices, the District agrees to make payments on all undisputed amounts within sixty (60) days of receipt of the invoice.
- 4) **The Contractor agrees that the rates at which Contractor bills the District will be the lowest rate Contractor charges any other public entity for comparable services.**

APPENDIX C: INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract 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, his or her agents, representatives, employees or sub-providers.

I. MINIMUM SCOPE OF INSURANCE:

- a. **Commercial General Liability (“CGL”):** Insurance with limits not less than five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) in the aggregate. Insurance shall be written on an “occurrence” basis and be at least as broad as Insurance Services Office (ISO) Form CG 00 01, covering products and completed operations, property damage, bodily injury, personal & advertising injury, independent contractors, and broad from contractual liability.
- b. **Sexual Abuse & Molestation Liability (“SAM”):** Insurance with limits not less than two million dollars (\$2,000,000.00) per occurrence and four million dollars (\$4,000,000.00) in the aggregate. This coverage may be waived, in the District’s sole discretion, if the Contractor has certified that it (i) will have no physical contact, or (ii) will have limited contact and will not interact with District Students outside of the immediate supervision and control of the student’s parents or MDUSD staff in the performance of this Agreement.
- c. **Automobile Liability (“AL”):** Insurance with limits not less than one million dollars (\$1,000,000.00) each accident Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired automobiles. The Parties understand and agree that the District shall rely upon the representations that the Contractor shall make in any such waiver.
- d. **Workers’ Compensation (“WC”):** As required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than one million dollars (\$1,000,000.00) per accident for bodily injury or disease.
- e. **Professional Liability (Errors and Omissions Insurance):** As appropriate to the Contractor’s profession, with limits no less than one million dollars (\$1,000,000.00) per claim, and two million dollars (\$2,000,000.00) aggregate.

II. REQUIRED ENDORSEMENTS

- a. **Additional Insured Status:** Mt. Diablo Unified School District (the “District”), its Board, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy 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. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
- b. **Primary and Noncontributory:** With the exception of Workers’ Compensation and Professional Liability insurance, for any claims related to this contract, the Contractor’s insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as 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. This requirement shall also apply to any Excess or Umbrella liability policies.
- c. **Notice of Cancellation:** The following requirement is only applicable for contracts in which the total compensation to the contractor is one million dollars (\$1,000,000.00) or

more. No policy required to be maintained by Contractor shall be canceled, non-renewed, or materially altered without thirty (30) days prior written notice to the District, except where cancellation is due to the nonpayment of premium(s) in which event, ten (10) days prior written notice to the District shall suffice.

d. Waiver of Subrogation

- i. The waiver of subrogation applies to CGL, SAM, AL, and WC.**
- ii. Contractor hereby grants to District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.**

III. ADDITIONAL INSURANCE REQUIREMENTS

- a. Claims Made Policies:** If any of the required policies provide claims-made coverage:
 - i. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.**
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.**
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.**
- b. Verification of Coverage:** Prior to the commencement of services pursuant to this Agreement, Contractor shall furnish to the District, Certificates of Insurance and all applicable endorsements evidencing the insurance coverage and limits required herein. The District reserves the right to require complete copies of any required policy(ies) required hereunder at any time. Acceptance of the Certificates of Insurance by the District does not relieve Contractor of the insurance requirements, nor decrease the liability of Contractor under this Agreement. It is the Contractor's responsibility to ensure compliance with these insurance requirements. Any actual or alleged failure on the part of the District to obtain proof of insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the District, in this or any regard.
- c. Certificate(s) of Insurance** shall include the following: Certificate Holder: Mt. Diablo Unified School District, 1936 Carlotta Drive, Room 18, Concord, CA 94519.
- d. Umbrella or Excess Policy:** Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions ("SIRs"), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.
- e. Acceptability of Insurers:** Unless otherwise reviewed and accepted by the District, all required insurance must be placed with insurers with a current A.M. Best rating of not

- less than A- VII and admitted to do business in California, or approved by the Surplus Lines Association.
- f. **Broader Coverage:** If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.
 - g. **Severability of Interest:** A severability of interest provision must apply for the additional insureds, ensuring that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies' limits.
 - h. **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the District. The District may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
 - i. **Subcontractor Insurance:** Should the Contractor use any subcontractor(s) to perform services under this Agreement, Contractor shall be responsible for ensuring that such subcontractor(s) procure and maintain insurance and limits appropriate to the nature and scope of services provided. Contractor shall collect Certificates of Insurance evidencing coverage(s) and limits of insurance, and with the exception of Workers' Compensation and Professional Liability policies, the Contractor and the District shall be included as additional insureds for all ongoing and completed operations of the subcontractor(s).
 - j. **District's Right to Modify Insurance Requirements:** District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

--end--

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. ERNEST C. COOPER	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 10300 W. CHARLESTON BLVD, SUITE 13179	Requester's name and address (optional)
6 City, state, and ZIP code LAS VEGAS, NEVADA 89135	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
5	5	4	-	9	2	-	6	7	7	5
or										
Employer identification number										
			-							

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>6/28/2024</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is backup withholding, later.



ERNECCO-01

509595

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/5/2024

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 AAA Arizona, Inc. 2375 E. Camelback Rd Ste 500 Phoenix, AZ 85016	CONTACT NAME: Joyner Zecena PHONE (A/C, No, Ext): (602) 230-3431 FAX (A/C, No): E-MAIL ADDRESS: joyner.zecena@mwg.aaa.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Hiscox Insurance Company		10200
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED Ernest C. Cooper 10300 W. Charleston Blvd, Ste 13179 Las Vegas, NV 89135	
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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 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		P103.604.068.1	7/5/2024	7/5/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> N / A						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab	X		P103.604.067.1	7/5/2024	7/5/2025	Occ 1,000,000
A	Professional Liab	X		P103.604.067.1	7/5/2024	7/5/2025	Agg 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Mt. Diablo Unified School District is included as additional insured when under a written contract.

CERTIFICATE HOLDER

CANCELLATION

Mt. Diablo Unified School District 1936 Carlotta Drive, Room 18 Concord, CA 94519	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
---	---



Hiscox Insurance Company Inc.

Policy Number: P103.604.068.1
Named Insured: Ernest C. Cooper DBA Ernest C. Cooper
Endorsement Number: 7
Endorsement Effective: 07/05/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) for whom you are performing operations or leasing a premises when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person or organization is an additional insured 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.

A person's or organization's status as an additional insured under this endorsement ends when your operations or lease agreement for that additional insured are completed.



Policy Number: P103.604.067.1
Named Insured: Ernest C. Cooper DBA Ernest C. Cooper
Endorsement Number: 1
Endorsement Effective: 07/05/2024

E5424.1 Blanket Additional Insured Endorsement (PL)

In consideration of the premium charged, it is understood and agreed that the Policy is amended as follows:

1. In Clause VI. **DEFINITIONS**, paragraph V., “**You**’ or ‘**Your**’,” is amended to include the following at the end thereof:

You or **Your** shall also include any **Additional Insured** but only for the **Wrongful Acts** of those contemplated in paragraphs 1., 2. or 3. of the definition of “**You**’ or ‘**Your**’”:

2. The following definition is added to Clause VI. **DEFINITIONS**:

AI-A. **Additional Insured** means any person(s) or organization(s) with whom **You** have agreed in a written contract or agreement to add them as an additional insured to a policy providing the type of coverage afforded by this Policy, provided the contract or agreement:

1. is currently in effect or becomes effective during the **Policy Period**; and
2. was executed before the **Professional Services** from which the **Claim** arises were performed.

3. In Clause III. **EXCLUSIONS**, paragraph F. is deleted in its entirety and replaced with the following:

F. brought by or on behalf of one **Insured** against another **Insured**; provided, however, this Exclusion will not apply to any **Claim** brought by an **Additional Insured** in any capacity other than that of an **Additional Insured**.

All other terms and conditions remain unchanged.



AUTOMOBILE POLICY PACKET

ERNEST C COOPER
3036 HAWKSDALE DR
LAS VEGAS NV 89134-8966

USAA 00306 39 75 7107 1

POLICY PERIOD: EFFECTIVE SEP 04 2024 TO MAR 04 2025

IMPORTANT MESSAGES

Refer to your Declarations Page and endorsements to verify that coverages, limits, deductibles and other policy details are correct and meet your insurance needs. Required information forms are also enclosed for your review.

Check your vehicle for a safety recall today! Visit www.usaa.com/autorecall to learn more.

With this renewal, your premium has increased due to a rate change in your state or because of your policy's individual risk characteristics. See your Declarations for the new premium. Contact us if you have any questions.

Your renewal policy contains some important changes. Please read the attached form, IMPORTANT CHANGES TO YOUR AUTO POLICY, for details about these changes.

Your Uninsured Motorists Coverage (UM) selection/rejection remains in effect. You may quote different coverage limits and make changes at any time to your policy on usaa.com. Or you may call us at 1-800-531-USAA (8722).

Your safety matters to USAA. Visit <http://usaa.com/autoadvice> for our latest auto insurance and driving safety tips.

Coverage exclusions apply when your vehicle is used in ride sharing. If you need coverage for ride sharing activities, we're pleased to offer Ride Share Gap Protection. Please contact us for more information or to obtain a quote.

This is not a bill. Any premium charge or change for this policy will be reflected on your next regular monthly statement. Your current billing statement should still be paid by the due date indicated.

To receive this document and others electronically, or manage your Auto Policy online, go to usaa.com.

For U.S. calls: Policy Service (800) 531-8111. Claims (800) 531-8222.

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AUTOMOBILE POLICY PACKET CONTINUED

USAA considers many factors when determining your premium. Maintaining safe driving habits is one of the most important steps you can take in keeping your premium as low as possible. A history of claim or driving activity and your USAA payment history may affect your policy premium.

We have provided your ID cards in this packet. You can use the cards to show proof of insurance, if necessary.

Important Information About Changes to Your Auto Policy

Below you will find a brief outline of changes we have made to your auto policy. This is meant to give you a general understanding of these changes. This form does not provide any coverage, and it does not replace any of the provisions of your policy. For details, please read the policy and endorsements in this renewal packet. If there is a conflict between the policy and this summary, the provisions of the policy apply.

You may review your policy online at usaa.com. If you have questions, please call 210-531-USAA (8722), our mobile shortcut #8722 or 800-531-8722.

Changes to Your Auto Policy			
Coverage	Prior Policy	New Policy	Notes
Uninsured/Underinsured Motorist – Other Insurance	Underinsured vehicles were not specifically mentioned.	We are excess over all other forms of applicable insurance when an accident involves an underinsured vehicle.	Please see Part C of your policy for specifics.
Physical Damage – Rental Reimbursement	There was no maximum limit.	A 50-day limit has been applied.	



9800 Fredericksburg Road
San Antonio, Texas 78288

NEVADA EVIDENCE OF MOTOR VEHICLE LIABILITY INSURANCE

COVERAGE MEETS REQUIREMENTS OF NRS 485.185. THIS EVIDENCE OF INSURANCE HAS BEEN APPROVED BY THE NEVADA COMMISSIONER OF INSURANCE. THIS EVIDENCE OF INSURANCE MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION ON DEMAND.

Name	Policy Number 00306 39 75U 7107 1
ERNEST C COOPER SR	Effective Date 09/04/24
TERESA LYNN COOPER	Expiration Date 03/04/25
3036 HAWKSDALE DR	Year Make
LAS VEGAS NV 89134-8966	2017 TOYOTA
	Vehicle Identification Number
	JTEZU5JR7H5164751
UNITED SERVICES AUTOMOBILE ASSN	25941
CONTACT US: 210-531-USAA(8722)	OR 800-531-USAA

Additional copies available at usaa.com

Automobile Insurance Identification Card

We've issued two identification cards as evidence of liability insurance for your vehicle(s). These cards are valid only as long as liability insurance remains in force.

You may be required to produce your identification card at vehicle registration or inspection, when applying for a driver's license, following an accident or upon a law enforcement officer's request.

Keep a copy of the ID card in your vehicle at all times.

For your convenience, additional copies are available on usaa.com.

53NV1 Rev. 08-16

55072-0816__04



9800 Fredericksburg Road
San Antonio, Texas 78288

NEVADA EVIDENCE OF MOTOR VEHICLE LIABILITY INSURANCE

COVERAGE MEETS REQUIREMENTS OF NRS 485.185. THIS EVIDENCE OF INSURANCE HAS BEEN APPROVED BY THE NEVADA COMMISSIONER OF INSURANCE. THIS EVIDENCE OF INSURANCE MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION ON DEMAND.

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9800 Fredericksburg Road
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Name	Policy Number 00306 39 75U 7107 1
ERNEST C COOPER SR	Effective Date 09/04/24
TERESA LYNN COOPER	Expiration Date 03/04/25
3036 HAWKSDALE DR	Year Make
LAS VEGAS NV 89134-8966	2015 LEXUS
	Vehicle Identification Number
	JTHBK1GGXF2207146
UNITED SERVICES AUTOMOBILE ASSN	25941
CONTACT US: 210-531-USAA(8722)	OR 800-531-USAA

Additional copies available at usaa.com

Automobile Insurance Identification Card

We've issued two identification cards as evidence of liability insurance for your vehicle(s). These cards are valid only as long as liability insurance remains in force.

You may be required to produce your identification card at vehicle registration or inspection, when applying for a driver's license, following an accident or upon a law enforcement officer's request.

Keep a copy of the ID card in your vehicle at all times.

For your convenience, additional copies are available on usaa.com.

53NV2 Rev. 08-16

55072-0816__04



9800 Fredericksburg Road
San Antonio, Texas 78288

NEVADA EVIDENCE OF MOTOR VEHICLE LIABILITY INSURANCE

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ERNEST C COOPER SR	Effective Date 09/04/24
TERESA LYNN COOPER	Expiration Date 03/04/25
3036 HAWKSDALE DR	Year Make
LAS VEGAS NV 89134-8966	2015 LEXUS
	Vehicle Identification Number
	JTHBK1GGXF2207146
UNITED SERVICES AUTOMOBILE ASSN	25941
CONTACT US: 210-531-USAA(8722)	OR 800-531-USAA

Additional copies available at usaa.com



UNITED SERVICES AUTOMOBILE ASSOCIATION

(A RECIPROCAL INTERINSURANCE EXCHANGE)
9800 Fredericksburg Road - San Antonio, Texas 78288

NEVADA AUTO POLICY
RENEWAL DECLARATIONS
(ATTACH TO PREVIOUS POLICY)

ADDL INFO ON NEXT PAGE MAIL MCH-M-I
RENEWAL OF

State 26 27 Veh POLICY NUMBER
NV 131131 Terr 00306 39 75U 7107 1
POLICY PERIOD: (12:01 A.M. standard time)
EFFECTIVE SEP 04 2024 TO MAR 04 2025
OPERATORS
01 ERNEST C COOPER
09 TERESA L COOPER

Named Insured and Address
ERNEST C COOPER
3036 HAWKSDALE DR
LAS VEGAS NV 89134-8966

Table with columns: VEH, YEAR, TRADE NAME, MODEL, BODY TYPE, ANNUAL MILEAGE, IDENTIFICATION NUMBER, VEH USE*, WORKSCHOOL Miles One Way, Days Per Week. Rows for TOYOTA 4RUNNER and LEXUS ES 350 4D.

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. * W/C=Work/School; B=Business; F=Farm; P=Pleasure
VEH 26 LAS VEGAS NV 89134-5260
VEH 27 LAS VEGAS NV 89134-5260

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

Table with columns: COVERAGES, LIMITS OF LIABILITY ("ACV" MEANS ACTUAL CASH VALUE), VEH 26 6-MONTH, VEH 27 6-MONTH, VEH, VEH. Rows include PART A - LIABILITY, PART B - MEDICAL PAYMENTS, PART C - UNINSURED MOTORISTS, PART D - PHYSICAL DAMAGE COVERAGE, and TOTAL PREMIUM - SEE FOLLOWING PAGE(S).

LOSS PAYEE
VEH 27 JUSTICE FEDERAL CREDIT UNION, FORT WORTH TX

ENDORSEMENTS: ADDED 09-04-24 - A200NV(02) A402(03)
REMAIN IN EFFECT(REFER TO PREVIOUS POLICY)- 5100NV(02) RSGPCW(01)
INFORMATION FORMS: 50NV(06) CAPPNV(02) NVDS(05) 34024NV(01) 663NV(05) 999NV(22)

H2 1
26 RMM7100000 27 RMF6300000

In WITNESS WHEREOF, the Subscribers at UNITED SERVICES AUTOMOBILE ASSOCIATION have caused these presents to be signed by their Attorney-in-Fact on this date JULY 23, 2024

COUNTERSIGNED BY Mina J. Vulpis
MINA VULPIS

Wayne Peacock
President, USAA Reciprocal Attorney-in-Fact, Inc.



UNITED SERVICES AUTOMOBILE ASSOCIATION

(A RECIPROCAL INTERINSURANCE EXCHANGE)
 9800 Fredericksburg Road - San Antonio, Texas 78288
 NEVADA AUTO POLICY
 RENEWAL DECLARATIONS
 (ATTACH TO PREVIOUS POLICY)

State					Veh	POLICY NUMBER			
NV					Terr	00306 39 75U 7107 1			
POLICY PERIOD:						(12:01 A.M. standard time)			
EFFECTIVE SEP 04 2024 TO MAR 04 2025									

Named Insured and Address

ERNEST C COOPER
 3036 HAWKSDALE DR
 LAS VEGAS NV 89134-8966

Description of Vehicle(s)

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	VEH USE*	SYM	WORK	SCHOOL
									Miles One Way	Days Per Week

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. * W/C=Work/School; B=Business; F=Farm; P=Pleasure

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

COVERAGES ("ACV" MEANS ACTUAL CASH VALUE)	LIMITS OF LIABILITY		VEH		VEH		VEH		VEH	
	D=DED	PREMIUM	D=DED	PREMIUM	D=DED	PREMIUM	D=DED	PREMIUM	D=DED	PREMIUM
		AMOUNT	\$	AMOUNT	\$	AMOUNT	\$	AMOUNT	\$	AMOUNT
VEHICLE TOTAL PREMIUM				574.96			549.28			
6 MONTH PREMIUM \$ 1124.27 PREMIUM DUE AT INCEPTION. THIS IS NOT A BILL, STATEMENT TO FOLLOW.										
EARNED ACCIDENT FORGIVENESS APPLIES WITH FIVE YEARS CLEAN DRIVING WITH USAA.										
THE FOLLOWING COVERAGE(S) DEFINED IN THIS POLICY ARE NOT PROVIDED FOR:										
VEH 26 - EXTENDED BENEFITS COVERAGE										
VEH 27 - EXTENDED BENEFITS COVERAGE										

In WITNESS WHEREOF, the Subscribers at UNITED SERVICES AUTOMOBILE ASSOCIATION have caused these presents to be signed by their Attorney-in-Fact on this date JULY 23, 2024

COUNTERSIGNED BY *Mina J. Vulpis*

Wayne Peacock

MINA VULPIS

Wayne Peacock
 President, USAA Reciprocal Attorney-in-Fact, Inc.



United Services Automobile Association
 (A Reciprocal Interinsurance Exchange)
 9800 Fredericksburg Road
 San Antonio, Texas 78288

FEATURES DECLARATION

POLICY NUMBER: 00306 39 75U 7107 EFFECTIVE SEP 04 2024 TO MAR 04 2025

Specifically listed below are the selected vehicle feature(s) and associated premiums. These premiums are already included in the Vehicle Total Premium.

VEH 26, 2017 TOYOTA 4RUNNER CAR REPLACEMENT ASSISTANCE	\$ 35.68
VEH 27, 2015 LEXUS ES 350 4D CAR REPLACEMENT ASSISTANCE	\$ 41.55

In WITNESS WHEREOF, the Subscribers at UNITED SERVICES AUTOMOBILE ASSOCIATION have caused these presents to be signed by their Attorney-in-Fact on this date JULY 23, 2024

COUNTERSIGNED BY

Wayne Peacock

President, USAA Reciprocal Attorney-in-Fact, Inc.

MINA VULPIS



SUPPLEMENTAL INFORMATION

EFFECTIVE SEP 04 2024 TO MAR 04 2025

The following approximate premium discounts or credits have already been applied to reduce your policy premium costs.

NOTE: Age or **senior citizen** status, if allowed by your state/location, was taken into consideration when your rates were set and your premiums have already been adjusted.

VEHICLE 26

ANNUAL MILEAGE DISCOUNT	-\$	28.75
AUTOMATIC PAYMENT PLAN DISCOUNT	-\$	13.93
DAYTIME RUNNING LIGHTS DISCOUNT	-\$	3.92
MULTI-CAR DISCOUNT	-\$	74.84
PASSIVE RESTRAINT DISCOUNT	-\$	11.92

VEHICLE 27

ANNUAL MILEAGE DISCOUNT	-\$	41.45
AUTOMATIC PAYMENT PLAN DISCOUNT	-\$	12.96
DAYTIME RUNNING LIGHTS DISCOUNT	-\$	4.55
MULTI-CAR DISCOUNT	-\$	68.31
PASSIVE RESTRAINT DISCOUNT	-\$	11.61

AMENDMENT OF POLICY PROVISIONS - NEVADA

This Amendment forms a part of the auto policy to which it is attached, and modifies that policy as follows:

PART A - LIABILITY COVERAGE

EXCLUSIONS

The following are added to Paragraph B:

5. Any motorized one-wheel vehicles or unmotorized such as unicycles.
6. Any electric bicycles that are powered by motor and/or manually (pedaling).

OTHER INSURANCE

The Other Insurance section is deleted in its entirety and replaced with the following:

If there is other applicable liability insurance:

- A. *Any insurance we provide for a **covered person** while using **your covered auto**, shall apply in proportion to which **our** limit of liability bears to the total of all applicable limits of liability.*
- B. *Any insurance we provide shall be excess over any other applicable insurance:*
 1. **We provide for a covered person while using any vehicle other than your covered auto and the covered vehicles identified in Part C below.**
 2. *If more than one policy applies on an excess basis, we will pay only our proportionate share of the loss.*
- C. *Any insurance we provide for a vehicle you do not own will be primary for the following vehicles only:*
 1. *A temporary substitute vehicle loaned to **you** by an auto business while that business is repairing or servicing your covered auto. This applies only if a **covered person** is operating the vehicle; and is neither the person engaged in such business nor that person's employee or agent.*
 2. **A vehicle rented by you or a family member:**
 - a. *From an auto rental company with qualified self-insurance on the vehicle; and*
 - b. *Under a rental contract in which the renter declines optional liability coverage from the rental company and agrees to provide primary liability coverage from a personal vehicle.*

Our share is the proportion that our limit of liability bears to the total of all applicable limits.

PART C - UNINSURED MOTORISTS COVERAGE
(referred to as UM Coverage)

INSURING AGREEMENT

Paragraph A. is deleted in its entirety and replaced by the following:

- A. **We will pay compensatory damages which a covered person is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of BI sustained by a covered person and caused by an auto accident.**

However, with respect to coverage under Paragraph B.2.a under definition of **uninsured motor vehicle**, we will pay compensatory damages only in excess of the amount available to a **covered person** under any bodily injury liability bonds or policies applicable to the **uninsured motor vehicle**.

OTHER INSURANCE

Paragraph 4 is added:

4. When the accident involves underinsured motor vehicles, we will not pay until all other forms of insurance under all bodily injury and property damage liability bonds and insurance policies and self-insurance plans applicable at the time of the accident have been exhausted by payment of their limits.

AMENDATORY ENDORSEMENT

The coverage provided by this Endorsement is subject to all the provisions of the policy and amendments except as they are modified as follows.

PART D - PHYSICAL DAMAGE COVERAGE

INSURING AGREEMENT

Paragraph A. is replaced in its entirety by the following:

- A. Comprehensive Coverage (excluding **collision**).
1. Physical damage. **We** will pay for **loss** caused by other than **collision** to **your covered auto**, including its equipment, and personal property contained in **your covered auto**, minus any applicable deductible shown on the Declarations. The deductible will be waived for **loss** to window glass that can be repaired rather than replaced. In cases where the repair proves unsuccessful and the window glass must be replaced, the full amount of the deductible, if any, must be paid.
 2. Transportation expenses. **We** will also pay:
 - a. The reasonable amount for transportation expenses incurred by **you** or any **family member**, but no more than the cost of renting an Economy Class vehicle, as defined under Rental Reimbursement Coverage. This applies only in the event of a total theft of **your covered auto**. **We** will pay only transportation expenses incurred during the period beginning 48 hours after the theft, up to a 50 day maximum time period and ending when **your covered auto** is returned to use or, if not recovered or not **repairable**, up to seven days after **we** have made a settlement offer.

- b. If Rental Reimbursement Coverage is afforded, the vehicle class for transportation expenses is the vehicle class shown on the Declarations for Rental Reimbursement for that vehicle.

Paragraph C. is replaced in its entirety by the following:

- C. Rental Reimbursement Coverage (for **loss** other than total theft).
1. **We** will reimburse **you** for expenses **you** or any **family member** incurs to rent a substitute for **your covered auto**. This coverage applies only if:
 - a. **Your covered auto** is withdrawn from use due to a **loss**, other than a total theft, to that auto; and
 - b. The **loss** is covered under Comprehensive Coverage or caused by **collision**, and the cause of **loss** is not otherwise excluded under Part D of this policy.
 2. **We** will reimburse **you** only for that period of time reasonably required to **repair** or replace **your covered auto**, up to a 50 day maximum time period. If **we** determine **your covered auto** is a total loss, the rental period will end no later than seven days after **we** have made a settlement offer.

LIMIT OF LIABILITY

Paragraph A. of the Limit of Liability section is replaced in its entirety by the following:

- A. Total loss to **your covered auto**. Our limit of liability under Comprehensive Coverage and Collision Coverage is the **actual cash value** of the vehicle, inclusive of any **custom equipment**, and the cost to transfer or replace any equipment, furnishings or parts designed to assist disabled persons.
1. The maximum amount **we** will include for **loss to custom equipment** in or on **your covered auto** is \$5,000.
 2. **We** will declare **your covered auto** to be a total loss if, in **our** judgment, the cost to **repair** it would be greater than its **actual cash value** minus its salvage value after the **loss**.
 3. If Car Replacement Assistance is shown on the Features Declarations for this **your covered auto**, **we** will pay an additional 20% of the **actual cash value** of the vehicle at the time of a total loss. This additional amount:
 - a. Is separate from the limit available for **loss to your covered auto** under Comprehensive Coverage or Collision Coverage; and
 - b. Is available if the total loss is paid:
 - (1) Under this policy's Comprehensive Coverage or Collision Coverage; or
 - (2) Because of the **PD** by or on behalf of persons or organizations who may be legally responsible.

However, Car Replacement Assistance does not apply to total loss to any **nonowned vehicle**.

Paragraph D. is replaced in its entirety by the following:

- D. Under Rental Reimbursement Coverage, **our** maximum limit of liability is the reasonable amount necessary to reimburse **you** for expenses incurred to rent a vehicle in the applicable class shown on the Declarations, up to a 50 day maximum time period.
1. Economy Class. For purposes of this endorsement, Economy Class means "mini," small or compact 2- and 4-door cars that are not considered sports or luxury vehicles and are not the station wagon type.
 2. Standard Class. For purposes of this endorsement, Standard Class means standard and full size 2- and 4-door cars that are not considered sports or luxury vehicles and are not the station wagon type.
 3. Multipassenger/Truck Class. For purposes of this endorsement, Multipassenger/Truck Class means:
 - a. Sports, convertible and luxury cars of any size;
 - b. Station wagons;
 - c. Minivans;
 - d. Mid-size cargo and passenger **vans**;
 - e. Pickup trucks; and
 - f. "Mini," small and midsize sport utility vehicles (SUVs) that are not considered luxury SUVs.
 4. Large SUV Class. For purposes of this endorsement, Large SUV Class means luxury SUVs of any size, large SUVs, any private passenger vehicle equipped to assist the disabled (when available) and large cargo or passenger **vans**.

PART E - GENERAL PROVISIONS

OUR RIGHT TO RECOVER PAYMENT

The Our Right to Recover Payment section is amended to add the following:

Our rights in this section do not apply with respect to amounts paid in excess of the **actual cash value of your covered auto** because of Car Replacement Assistance.

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Changes to your auto policy premium

Due to a number of industry-wide factors, we have recognized that we must increase premiums for automobile insurance in the state of Nevada. Some of the reasons for the need to increase premiums include increased repair costs, higher medical costs, and more accidents in the state.

You will see an increase in your automobile insurance premium with this renewal. To reduce the impact of this increase to you, we are spreading out the full increase in auto premium across multiple renewals. Based on current policy characteristics, our records indicate your premium will increase again at your next auto policy renewal.

How you can lower your premium

Consider the following to help you keep your premium as low as possible while maintaining the right amount of coverage:

- Set a higher deductible to save on monthly payments. Keep in mind, if you set higher deductibles, you may have to pay more out of pocket to cover an expense.
- Review coverage for older cars to determine how much you need.
- Enroll in USAA SafePilot™, our safe driving program, to receive up to a 30% discount based on how you drive.
- Look for additional discounts by going to your account summary page at usaa.com.



INFORMATION USED TO DETERMINE PREMIUMS IN NEVADA

This form is designed to help you understand what information is used to determine the premium you pay for each private passenger vehicle we insure.

Driving Record

Under the USAA Merit Rating Plan on file in your state, we look at the driving experience and records for all insured drivers in the policy. This information is used to determine the premium for Liability and Physical Damage Coverages. If we charge additional premium due to an individual insured driver's record, the amount is displayed on your Declarations page.

Factors	Explanation of factors
Driving experience	Drivers may pay an additional premium based on the number of months they've had their license. A driver with a learner's permit is covered under the policy, but isn't considered when calculating premium.
Driving record – Convictions and the USAA Merit Rating Plan	<p>Your driving record includes convictions. We may charge an additional premium for moving motor vehicle convictions within three years of the policy issue or renewal date.</p> <p>USAA chargeable conviction points and the impact they have on premium vary depending on the severity of the conviction and are accumulated as the number of convictions increase. For example:</p> <p style="text-align: center;">Sample points per conviction</p> <ul style="list-style-type: none"> • Conviction for Speeding 1 point • Conviction for Reckless Driving 4 points • Conviction for Driving Under the Influence (DUI) 10 points

Factors	Explanation of factors	
Driving record- Convictions and the USAA Merit Rating Plan	Average impact on premium	
	USAA Chargeable Conviction Points (in past 3 years)	Average % Premium Impact*
	0	0%
	1	13%
	2	29%
	3	40%
	4	44%
	5	49%
	6	52%
	7	56%
	8	59%
	9	63%
	10	67%
	11	70%
	12	72%
	13	75%
	14	78%
	15	80%
	16	83%
	17	85%
18	87%	
19	89%	
20+	90%	
<p>*This is a sample only and may not be representative of the actual change to your policy. See your policy Declarations page for the actual change in premium.</p>		

**Driving record –
Accidents and the
USAA Merit Rating
Plan**

Your driving record includes accidents. Under USAA's Merit Rating Plan on file in your state, we may apply a premium surcharge for at-fault accidents occurring within three years of the policy issue or renewal date. At-fault accidents occurring within five years may be used to classify drivers on your policy or determine eligibility for certain discounts, which may impact the premium you pay.

At-fault accident – An accident involving an insured driver on the policy who is primarily responsible for the accident, and for which an insurer paid a claim for property, bodily injury, and/or collision damage in excess of \$750 for a claim paid by:

- USAA – Additional premium may be charged to the renewal policy issued after the date of payment.
- Your previous insurer – We may charge additional premium on new and renewal policies if the accident occurred during the past three years.

Exception: We won't charge additional premium for an at-fault accident if:

- 1 You have had a policy with us for at least five years and no operator currently on the policy has had an accident over the location's dollar threshold during the past five years; OR
- 2 A premium is shown on the policy Declarations for Accident Forgiveness.

Exception: Forgiven Accidents can be considered for underwriting purposes.

For purposes of Accident Forgiveness, "at-fault accident" means a chargeable accident under USAA's Merit Rating Plan on file in your state/location. Accidents not considered chargeable under USAA's Merit Rating Plan on file in your state/location may be used to classify the drivers on your policy or determine eligibility for certain discounts, which may impact the premium you pay. Accident Forgiveness is not available in all locations. Other restrictions may apply.

Accidents and the impact they have on premium vary depending on the number of incidents and are accumulated as the number of accidents increase. For example:

Average impact on premium

Accidents in Past 5 years	Average % Premium Impact*
0	0%
1	30%
2	84%
3	141%
4+	240%

*This is a sample only and may not be representative of the actual change to your policy. See your policy Declarations page for the actual change in premium.

Request for Review

Upon request, you have the right to obtain the reasons for a premium increase in your renewal policy resulting from an accident or conviction.

Contact Information

If you have questions, please call 210-531-USAA (8722), our mobile shortcut #8722 or 800-531-8722.

**NOTICE OF PREMIUM TAX
NEVADA**

This notice is being given pursuant to Nevada premium taxation regulations.

For the privilege of transacting business in Nevada, the state requires each insurer to pay the Department of Taxation a general premium tax upon its net direct premiums and net direct considerations written and to notify its insureds when a portion of this tax is included in premiums collected.

A portion of your insurance premiums collected by USAA in Nevada is attributable to the general premium tax.

Medical Payments and Extended Benefits Coverage

Below, you will find a brief explanation of Medical Payments and Extended Benefits coverage. Please remember that this is designed to be a simple overview. Coverage is subject to all the provisions and exclusions described in your insurance policy. The decisions you make regarding the level of coverage in these areas may affect your insurance premium.

When purchasing these coverages, it is important to understand that you will be reimbursed only for reasonable and necessary medical expenses. Bills are audited, and amounts charged which are not reasonable, or charges incurred for treatment which is not necessary, will not be reimbursed. Any amounts not qualifying for reimbursement are your responsibility.

Please see your policy for details. If you have further questions, feel free to contact a member service representative by calling (800) 531-8111.

Coverage Descriptions

Medical Payments (MP)

- is optional
- covers reasonable medical and funeral expenses resulting from an accident.

Extended Benefits (EB)

- is optional and is in addition to Medical Payments (MP).
- provides a death benefit of \$5,000 per person.
- provides a wage earner disability benefit of 85% of the actual income lost, up to two years, subject to the limit selected.
- provides essential services disability benefits up to \$45 per week for household services for up to two years.



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Rejection/Selection Form

If you do not wish to make any changes to your current policy, no action is required. If you would like to make changes to your policy, please complete, sign and return the form below. The premiums below reflect the total premium for this coverage for all vehicles on your policy.

Medical Payments (MP) and Extended Benefits (EB) Options

If EB is desired MP must also be ordered.

<u>Semi-annual premium per policy</u>		
	<u>Limits</u>	<u>Premium</u>
Medical Payments: (Limits are per person)	<input type="checkbox"/> \$ 1,000	\$ 28.39
	<input type="checkbox"/> \$ 2,000	\$ 48.27
	<input type="checkbox"/> \$ 5,000	\$ 81.50
	<input type="checkbox"/> \$ 10,000	\$ 105.36
	<input type="checkbox"/> \$ 25,000	\$ 145.69
	<input type="checkbox"/> \$ 50,000	\$ 170.38
	<input type="checkbox"/> \$ 75,000	\$ 196.23
	<input type="checkbox"/> \$ 100,000	\$ 202.20
Extended Benefits:		
EB Coverage with Wage Earner Disability Benefits*		<u>Premium</u>
<input type="checkbox"/> \$ 0 per month		\$ 2.80
<input type="checkbox"/> \$ 500 per month		\$ 4.20
<input type="checkbox"/> \$ 1,000 per month		\$ 5.58
<input type="checkbox"/> \$ 2,000 per month		\$ 6.28
*Guest passengers/pedestrians always subject to \$1,000 monthly limit		

USAA Number

Signature of Named Insured

()

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Home Phone

Alternate Phone

Date

Please fax your completed form to (800) 531-8877 or mail it to the following address:
USAA, 9800 Fredericksburg Road, San Antonio, Texas 78288

If this form is sent by facsimile machine (fax), the sender adopts the document received by USAA as a duplicate original and adopts the signature produced by the receiving fax machine as the sender's original signature.



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Uninsured Motorists Coverage in Nevada

Below, you will find a brief explanation of Uninsured Motorists coverage. Please remember that this explanation is only an overview, and it does not replace or supplement any of the provisions of your policy. Please see your policy for details because the policy controls all issues of coverage.

The decisions you make regarding the amount of coverage will affect your insurance premium. If you have questions, please call 210-531-USAA (8722), our mobile shortcut #8722 or 800-531-8722. **You may complete this form online at usaa.com.**

Coverage Descriptions

Uninsured Motorists (UM) Coverage:

- Protects you and your family if injured in a motor vehicle accident caused by an uninsured or hit-and-run motorist who is at-fault.
- Pays if you are injured by an at-fault motorist whose Bodily Injury (BI) Liability limits are less than the amount of damages you are legally entitled to recover from the at-fault motorist. The at-fault motorist's policy pays its BI Liability limits first, then your UM Coverage pays the lesser of:
 - any remaining loss, or
 - your UM Coverage limits.
- Must be issued with UM Coverage limits equal to your BI Liability limits unless you reject UM Coverage or select lower UM Coverage limits by completing, signing and returning the Rejection/Selection Form by mail or at usaa.com.
- Your rejection of UM Coverage or selection of lower UM Coverage limits will remain in effect on this policy and on future renewals until you request otherwise in writing.



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Rejection/Selection Form

If you do not wish to make any changes to your current policy, no action is required. TO MAKE CHANGES TO YOUR POLICY, PLEASE COMPLETE THIS FORM, SIGN, AND RETURN IT TO US. The premiums below reflect the total premium for this coverage for all vehicles insured on this Policy.

Uninsured Motorists (UM) Coverage

Semi-annual premium per policy

To make a change to your current policy, you must check one of the following boxes:

<u>Limits</u>	<u>Premium</u>	<u>Limits</u>	<u>Premium</u>
Per person/per accident.		Per person/per accident.	
<input type="checkbox"/> \$ 25,000/\$ 50,000	\$ 104.86	<input type="checkbox"/> \$ 300,000/\$ 500,000	\$ 287.32
<input type="checkbox"/> \$ 50,000/\$ 100,000	\$ 152.05	<input type="checkbox"/> \$ 500,000/\$ 500,000	\$ 326.12
<input type="checkbox"/> \$ 100,000/\$ 200,000	\$ 203.44	<input type="checkbox"/> \$ 500,000/\$ 1,000,000	\$ 333.47
<input type="checkbox"/> \$ 100,000/\$ 300,000	\$ 208.68	<input type="checkbox"/> \$ 1,000,000/\$ 1,000,000	\$ 410.02

I reject the UM Coverage for this policy and all subsequent renewals until I request otherwise in writing.

UM Coverage limits cannot exceed your policy BI Liability limits.

DO NOT SIGN UNTIL YOU READ

USAA Number

Signature of Named Insured

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Home Phone

Alternative Phone

Date

You may fax this signed and dated form to us at 800-531-8877 or mail it to USAA, 9800 Fredericksburg Road, San Antonio, TX 78288. You may also upload the form on usaa.com.

If this form is sent by fax machine or other electronic means, the sender adopts the document USAA receives as a duplicate original and adopts the signature received by USAA as the sender's original signature.



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