

MT. DIABLO UNIFIED SCHOOL DISTRICT

1936 Carlotta Drive - Concord, CA 94519 - Phone (925) 682-8000

AGREEMENT BETWEEN MT. DIABLO UNIFIED SCHOOL DISTRICT AND INDEPENDENT CONTRACTOR

School	THIS A	GREEMENT is mad (hereinafter "District")	e this 1st day of and UCCR Wolf C	September ,	by and between h	the Mt. Diablo Unified ereinafter "Contractor").
principa Contrac Agreen	al place ctor and	of business at 1936 Ca	rlotta Drive, Concor	County of Contr rd, CA 94519.	District desires	of California, and has its to engage the services of onditions provided in this
53060 (WHER or Public	REAS, District is author Contract Code section	orized to enter into a 20111, or both, as	this Agreemen further set forth	t pursuant to G below.	overnment Code section
conditi		THEREFORE, Dist	rict hereby engage	s Contractor to	render servic	es under the terms and
			AGREE	MENT		
1	Perfor	mance of Services.	4 			c. 40 ' W 4-1-1
	(a)	hereto and incorporate manner, method, and providing the materia Contractor may, at Co	ed herein, as an indeposited herein, as an indeposite details of performals, tools and transpontractor's own expension.	pendent contracting the Service ortation necessionse, use non-D	tor. Contractor es. Contractor ary for the perf istrict employee	fter "Services"), attached will determine the means, shall be responsible for ormance of the Services to perform the Services approval of the District.
	(b)	professional manner, be solely responsible	without the advice, e for the profession or control from Dist	control, or sup- nal performance rict. Contractor	ervision of the less of the Service shall have sole	perform the Services in a District. Contractor shall es, and shall receive no discretion and control of
2.	set for	ensation. District agree th below. Contractor nance of the Services. sis of the fee for Services	shall be responsib This Agreement is N	ole for all exp NOT TO EXCI	enses incurred	the Services on the basis in association with the
			District staff to ch	eck the applica	able box.	
] \$	per hour		per day	/ \$	per engagement
		Dist	rict Staff to enter t	he complete Bu	idget Code(s).	
	(a)	01 9010 1110		000112	_ 112 _ 5800	\$20, 024.28
	(b)					\$
	(c)		<u>-</u>			_\$
			Page 1 of 12		R	evised: Legal 02/08/2023

3.	District shall review the payment request and, as soon as practical, shall: (i) pay the requested amoun (ii) inform the Contractor that all or some part of the request is disputed.		
	Contra	District staff to check the applicable box. Partial Payments. Contractor shall invoice District on a monthly basis for work performed in the preceding month pursuant to this Agreement. A District Administrator will verify the invoice to ensure that all required Services have been satisfactorily performed.	
	•	Scheduled Payments. District shall submit payment to the Contractor per the schedule detailed in "Exhibit A" see page 8 of this Agreement. A District Administrator will verify the invoice to ensure that all required Services have been satisfactorily performed in accordance with the relevant timeline.	
		Payment in Full. Contractor shall invoice District on completion of the Services. A District Administrator will verify the invoice to ensure that all required Services have been satisfactorily performed.	
4.	Term	and Termination.	
	(a)	Term. This Agreement will become effective on 01/24/24. This Agreement will terminate upon the completion of the Services or when terminated as set forth below.	
	(b)	Termination for Cause. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party. Termination shall be effective immediately on receipt of said notice. Upon termination of this Agreement, District will compensate Contractor only for services satisfactorily rendered to the date of termination.	
	(c)	Termination for Convenience. The District may terminate this Agreement at any time by giving thirty (30) days written notice to the Contractor. Termination shall be effective immediately on receipt of said notice. Upon termination of this Agreement, District will compensate Contractor only for services satisfactorily rendered to the date of termination.	
5.	indepe within regulat or acci look to any be	onship of the Parties. Contractor enters into this Agreement as, and shall continue to be, an indent contractor. Under no circumstances shall Contractor be considered an employee of District the meaning of any federal, state, or local law or regulation including, but not limited to, laws or isons governing unemployment insurance, old age benefits, workers' compensation, industrial illness dent coverage, taxes, or labor and employment in general. Under no circumstances shall Contractor District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to enefits accorded to District's employees, including, without limitation, workers' compensation, ity insurance, vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's e, and in the Contractor's name, disability, workers' compensation or other insurance, as well as	

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

licenses and permits usual or necessary for conducting the Services hereunder.

The parties agree that: (1) Contractor shall be responsible for the control and direction of its own employees and personnel in the performance of the Services under this Agreement; (2) the Contractor's personnel shall only perform work that is outside the usual course of the District's business; and (3) Contractor's personnel

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shall be engaged in business independent of the District. Contractor shall defend and indemnify the District against any claim by any worker that it is actually an employee of the District.

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

District staff to check the applicable box.

(b)C	ommercial General Liability (CGL).	
V	Agreements under \$25,000. Insurance Services Offi "occurrence" basis, including products and completed and personal & advertising injury with limits no less taggregate limit applies, either the general aggregate project/location or the general aggregate limit shall baggregate limit no less than \$2,000,000).	operations, property damage, bodily injury han \$1,000,000 per occurrence. If a general gate limit shall apply separately to this
	Agreements of \$25,000 or More. Insurance Services 6 "occurrence" basis, including products and completed and personal & advertising injury with limits no less t aggregate limit applies, either the general aggregate project/location or the general aggregate limit shall b aggregate limit no less than \$4,000,000).	operations, property damage, bodily injury han \$2,000,000 per occurrence. If a general gate limit shall apply separately to this
(c)A	utomobile Liability.	
	ISO Form Number CA 00 01 covering any auto (Cod autos, hired, (Code 8) and non-owned autos (Code 9), accident for bodily injury and property damage.	with a limit no less than \$1,000,000 per
	For sole proprietors and small businesses using per insurance may be accepted by the District as an altern insurance provides coverage for business uses of the	native provided that such personal auto
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(d)	Insurance with limit of no less than \$1,000 California employers must provide workers California Labor Code Section 3700. If the Contractor is a sole proprietor with no provided the Contractor is self-insured as cer more employees, it must provide this type workers' compensation insurance on behalf of	5,000 per accident for bodily injury of compensation benefits to their emptor of employees, it may be exempt from the tified in Exhibit C . If the Contractor end insurance coverage. The District shall contractor or Contractor's employees.	disease. All sloyees under s requirement nploys one or
(e)	Other Coverages When Applicable. (District Professional Liability/Errors & \$2,000,000/aggregate. Applicable for conspecialized advanced service, physicians,	Omissions Liability. \$1,000,00 ontractors with professional training	0/occurrence, providing a d brokers
	Sexual Abuse and Molestation Cove Contractor will be alone with students	erage. \$3,000,000/occurrence. Applic	cable if the
	Cyber Insurance. Not less than \$2,000,00 Agreement and three years following its terr storing, or accessing, the District's private	nination. Applicable if the Contractor	will be using,
,	The District reserves the right to require that Coinsurance coverages as may be necessary or desimaintains higher limits than the minimums show coverage for the higher limits maintained by the	able given the nature of the Services. If the above, the District requires and shall	the Contractor
	Additional Insured Status. The District, its of named as additional insured by endorsement to Sexual Abuse and Molestation policy, if applic operations performed by or on behalf of the furnished in connection with such work or operations.	the Commercial General Liability pol- able, with respect to liability arising of Contractor including materials, parts	icy and to the ut of work or
. ,	Primary Coverage. For any claims related to shall be primary insurance as it respects the Dis Any insurance or self-insurance maintained by volunteers shall be excess of the Contractor's insurance.	trict, its officers, officials, employees, a y the District, its officers, officials, of the control of the con	nd volunteers.
(i)	Notice of Cancellation . Each insurance policy reancelled, except with notice to the District.	equired above shall provide that coverage	ge shall not be
	INSURANCE RE	QUIREMENTS	
certain insu	will be granted to eliminate the insurance requirement rance requirements may be modified or waived. The te, a waiver for one (1) type of insurance does not con	s out lined in this agreement. However, in specifically following items in Insurance Section 9 are	pecial circumstances, e hereby modified as
Other:			
Initials of the in this Agree	e Superintendent or Designee and the General Counse ement.	el or Designee, are REQUIRED to waive or	modify any insurance
Superintend	ent or Designee Date	General Counsel or Designee	Date

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

DISTRICT

CONTRACTOR

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

Attn: Superintendent

Business Name: UCCR Web of Life Field School

Attn:
Address PO Box 2517

City/State/Zip Aptos, CA 95001

Phone: (831) 684-0148

Fax: (831) 685-3889

Email: admin@wolfschool.org

Tax ID #: 94-1711424

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

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

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PURCHASE REQUEST # 2 137277

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

MT. DIABLO UNIFIED SCHOOL DISTRICT	UCCR/WOLF School
MI. BIIBBO CIVIL AND COLOUR SERVICE	Name of Company/Organization or Independent
000 4 -1 -0 0 0 1	Contractor/Consultant
By: Martha Thomas 8/31/23	By: Desiree Gant 8/31/23
Signature of Principal/Budget Administrator Date	Signature of Contractor/Consultant Date
Title: Martha Thomas, Principal	Title: Desiree Gant WOLF School Associate Director
Print Name and Title By: Signature of District Administrator (if applicable) Date	Print Name and Title
Title: Mary Calleck, Derect	for of Elementary
THIS AGREEMENT IS AUTHORIZED AND APPRO	OVED:
By: The Signature of Superintendent or Designee Date	= :
Title: Jen Sachs, Chuy y Ro Print Name and Title	d Services
AGREEMENT ORIGINATOR. Prior to commencemen	at of the services, sign and forward completed original
agreement packet to Purchasing.	it of the services, sign and forward completed original
A series provide to the same and the same an	
By: MA Date Signature of Originator Date	
Title: Dana Heinz, Office Manager	
Print Name and Title	
Ayers Elementary	- :
Site/Department Originating this Agreement	
Billing Address if reimbursed by outside agency—i.e. AS	SB, PTA, and PFC:

PURCHASE REQUEST # 2137277

EXHIBIT A

DESCRIPTION OF SERVICES, TIMELINES, AND PARTIAL PAYMENT SCHEDULE (if applicable)

(Note that all payments are generated from an invoice.)

Outdoor Education School Program at WOLF Camp Arroyo for Ayers Elementary 5th grade students, program dates January 24, 2024 - January 26, 2024.

Location is WOLF Camp Arroyo 5335 Arroyo Rd. Livermore, CA 94550

The contractor will provide food and lodging for 3 days of program, 2 nights. First meal is dinner on Wed. 1/24/24. Last meal is a bag lunch on Fri. 1/26/24.

The contractor is responsible for all instruction by naturalists, including instructional materials.

Program Cost:

Total program cost \$ 20,024.28 63 students @ \$285.00 each \$17,955.00 9 staff and chaperones @ \$225.00 each, plus \$4.92 tax \$2069.28 Deposit payment due September 30, 2023 \$8,977.50. Balance due: January 15, 2024 \$11,046.78

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EXHIBIT B

FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION (Contractor REQUIRED to complete.)

must be checked, and an executed conv of this form must be attached to the Independent

	ntractor Agreement ("Agreement"). Contractor certifies that:
⊠	Contractor's employees or subcontractors will have CONTACT or interaction with District pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee. Contractor certifies that the it has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or agents regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1.
	List, or attach, all employee(s) names that have successfully completed the fingerprinting and criminal background check clearance in accordance with law:
	OR
	Contractor's employees or subcontractors will have NO CONTACT or interaction with District pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor's services under this Agreement.

SUBSEQUENT ARREST SERVICE.

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

MUST BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE:

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

CONTRACTOR

By: UCCR/WOLF School
Name: Desiree Gant
Title: WOLF School Associate Director
Date: 8/31/2023

Revised: Legal 02/08/2023

PURCHASE REQUEST # 12 137277

EXHIBIT C

WORKERS' COMPENSATION CERTIFICATION

(Contractor REQUIRED to complete.)

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

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

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

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. I certify I will comply with all California workers' compensation insurance requirements before commencing the performance of the Services of this Contract. Alternatively, I certify that I am a sole proprietor, have no employees, and am self-insured. I understand the District will not obtain workers' compensation insurance on my behalf or on behalf of my employees or subcontractors.

MUST BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE:

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

CONTRACTOR

By: Desiree Gant

8/31/2023

Signature of Contractor or Authorized Representative

Date

Title: Desiree Gant WOLF School Associate Director

Print Name and Title

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

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EXHIBIT D

DATA PRIVACY ADDENDUM

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

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

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

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

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

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

- 5. Security. Contractor shall maintain adequate administrative, physical, and technical data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized access, disclosure or acquisition by unauthorized persons, and shall not copy, reproduce or transmit data obtained pursuant to the Agreement except as necessary to fulfill the purpose of the Agreement. Where applicable, the Contractor will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs on.
- 6. Prohibited Use. Contractor shall not use Student Data, or any data derived from Student Data, to perform or deliver targeted advertising to students, and is prohibited from selling or providing Student Data to third parties for any purpose without District's written consent.
- 7. **Breach Protocol**. Upon becoming aware of any unlawful or unauthorized access to Student Data stored on equipment used by Contractor or in facilities used by Contractor, Contractor will take the following measures:
 - (a) promptly notify the District of the suspected or actual incident within a reasonable amount of time of the incident, not to exceed forty-eight hours, and shall present the information under the following headings: "What Happened," "What Information was Involved," "What We are Doing," What You Can Do," and "Persons to Contact for More Information"; and
 - (b) promptly investigate the incident and provide District with detailed information regarding the incident, including the identity of affected users; and
 - (c) and assist the District in notifying affected users, affected parents, legal guardians of commercially reasonable steps to mitigate the effects and to minimize any damage resulting from the incident. Upon request from District, Contractor shall reimburse District for actual costs associated with notifying affected parties.
- 8. Entire Agreement. This Data Privacy Addendum constitutes the entire agreement between the Parties with respect to the subject matter herein. It supersedes, and the terms of this Data Privacy Addendum govern, any and all previous oral and written communications between the parties, their Affiliates, and their respective employees and representatives regarding these matters.
- 9. Successors Bound. This Data Privacy Addendum is and shall be binding upon the respective successors in interest to Contractor in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.

MUST BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE:

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

CONTRACTOR

By: Desiree Gant

8/31/2023

Signature of Contractor

Date

Title: Desiree Gant WOLF School Associate Director

Print Name and Title

Revised: Legal 02/08/2023

REQUIRED CERTIFICATIONS AGREEMENT - Page 2: Criminal Background Checks and

Tuberculosis Testing in Connection with Consultant and Contracting Services

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

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

Name	Fingerprint Clearance Date	TB Clearance Date
and the second s		4/22/2022
Ellis Beaman	1/3/2023	The state of the s
Cyanne Contreras	2/9/2022	1/22/2022
Natalie Farrell	9/12/2022	9/23/2022
Alexis Gonzales	1/26/2022	1/18/2022
*		
		And the second s
		#XX

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

Legal N	Name of Consultant/Contractor:_United Ca	amps Conferences and Retreats (UCCR)
Ву:	Desiree Gant (authorized signatory)	Date: 8/28/2023
Name:	Desiree Gant	Title: WOLF School Associate Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/06/2023

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) CONTA NAME: LEISURE PHONE (A/C, No, Ext): E-MAIL FAX (A/C, No): K&K INSURANCE GROUP, INC. 260-459-5990 877-355-0315 P.O. BOX 2338 FORT WAYNE, IN 46801 INSURER(S) AFFORDING COVERAGE NAIC # SCOTTSDALE INDEMNITY COMPANY INSURER A: 11991 NATIONAL CASUALTY COMPANY INSURER B: INSURED UNITED CAMPS, CONFERENCES AND RETREATS INSURER C PO BOX 751090 INSURER D: PETALUMA, CA 94975 INSURER E: INSURER F: **REVISION NUMBER: CERTIFICATE NUMBER: C157974 COVERAGES** 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 MAD ISSUED TO RETAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES OF SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS POLICY EXP ADDL SUBR POLICY EFF INSR LIMITS TYPE OF INSURANCE POLICY NUMBER (MM/DD/YYYY) (MM/DD/YYYY) LTR INSD WVD 1/1/2024 \$1,000,000 KKI0000027182100 1/1/2023 FACH OCCURRENCE COMMERCIAL GENERAL LIABILITY Х DAMAGE TO RENTED 12:01 AM 12:01 AM \$300,000 CLAIMS-MADE X OCCUR PREMISES (Ea Occurrence) \$5,000 MED EXP (Any one person) \$1,000,000 PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG GEN'L AGGREGATE LIMIT APPLIES PER: LEGAL LIAB TO PARTICIPANTS PROJECT LOC POLICY PROFESSIONAL LIABILITY OTHER: COMBINED SINGLE LIMIT KKI0000027178500 1/1/2023 1/1/2024 \$1,000,000 **AUTOMOBILE LIABILITY** (Ea accident) 12:01 AM 12:01 AM BODILY INJURY (Per person) ANY AUTO BODILY INJURY (Per accident) SCHEDULED AUTOS AUTOS ONLY HIRED AUTOS ONLY PROPERTY DAMAGE NON-OWNED (Per accident) AUTOS ONLY XKO0000027182200 1/1/2023 1/1/2024 **EACH OCCURRENCE** \$10,000,000 В UMBRELLA LIAB Χ OCCUR 12:01 AM 12:01 AM \$10,000,000 AGGREGATE **EXCESS LIAB** CLAIMS-MADE X DED RETENTION N/A STATUTE AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBE E.L. EACH ACCIDENT Y/N EXCLUDED? (Mandatory in NH) EL DISEASE - FA EMPLOYEE DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT PARTICIPANT ACCIDENT Primary Medical Excess Medical Weekly Indemnity DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: AYERS ELEMENTARY AT CAMP ARROYO CANCELLATION **CERTIFICATE HOLDER** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE MT. DIABLO UNIFIED SCHOOL DISTRICT EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH 1936 CARLOTTA DRIVE THE POLICY PROVISIONS. CONCORD, CA 94519 AUTHORIZED REPRESENTATIVE Scott hurbert

wolf 15C

POLICY NUMBER: KK10000026191500

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

ame Of Additional Insured Person(s) Or Organization(s):	
S REQUIRED BY WRITTEN CONTRACT	
formation required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - In the performance of your ongoing operations;
 - 2. In connection with your premises owned by or rented to you.

However:

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

- insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- **B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section !!! Limits Of Insurance**:

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

- 1. Required by the contract or agreement; or
- 2 Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



SERVICE AGREEMENT NO. 1170A

Return signed copy and deposit to: UCCR Web of Life Field (WOLF) School PO Box 2517, Aptos, CA 95001

Email: admin@wolfschool.org www.WOLFSchool.org

CHECKS MADE PAYABLE TO: UCCR



CHECKS MADE I ATABLE TO: OCCIN
This constitutes a Service Agreement between WOLF School and: ATTENDING SCHOOL AYERS Elementary CONTACT PERSON/AUTHORIZED AGENT Martha Thomas SCHOOL ADDRESS _5120 Myrtle Dr, Concord, CA 94521 SCHOOL PHONE (925) 682-7686 PROGRAM/ GRADE LEVEL 3day /ROSS/ 5 th Grade
GUARANTEED MINIUMUM NUMBER OF PARTICIPANTS: # Students
This agreement is entered into for the purpose of providing educational services for an outdoor school program at WOLF Camp Arroyo, located at 5535 Arroyo Road, Livermore, CA 94550. Web of Life Field School will provide the following services: 1. Provide food and lodging during the program. 2. Provide one (1) Program Director and staff naturalists at an approximate ratio of one (1) naturalist per 18-20 students. 3. Provide instructional materials and supplies as required for implementation of the program. 4. Arrange transportation (at additional cost) from the outdoor school site to optional field trip areas. 5. Provide accident and health insurance for students, teachers and chaperones. 6. Optional Service: Camp gear (t-shirts, sweatshirts, etc.) for purchase. Attending School will provide: 1. Coordination and cost of own transportation to and from program site. 2. One teacher for every 30 students and one chaperone per every 10 students. Any additional adults must be agreed upon by both parties prior to final payment, and must pay full program tuition 3. Teachers and chaperones are expected to stay on site and provide student supervision. 4. One emergency vehicle to remain with Attending School group for the duration of the program. 5. Staff to manage/distribute student medications; lead first aid and emergency procedures. 6. Certificate of Liability Insurance as detailed in Terms & Conditions. 7. Bag lunches on arrival day (student brought or school provided). If Attending School terminates this agreement without using the services as agreed, Attending School will receive a 50% credit of the guaranteed minimum fee of \$ 199,50.00 to the program to be applied to another reservation at a later date. Attending School will be given a refund for 100% of the
guaranteed minimum fee, including any deposit, provided UCCR/Web of Life Field School receives written notice of the termination forty five (45) days prior to the starting date of their program or if COVID / CA Health Department restrictions prevent travel and attendance to WOLF School. Signature below acknowledges receipt and understanding of the Terms & Conditions (see page 2).
SIGNED SERVICE AGREEMENT & DEPOSIT DUEApril 15, 2023 September 2023 DEPOSIT OF \$ 9,975.00 CHECK # PAID DATE BY Signature of Authorized Agent

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UICCR WOLF CAMP ARROYO SERVICE AGREEMENT

TERMS & CONDITIONS

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

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

1. Health and Safety

A. UCCR/Web of Life Field School reserves the right to establish and maintain requisite standards for health and safety at outdoor school.

B. Attending School shall furnish UCCR/Web of Life Field School with a current health history and a statement of immunization and overall health status for each student and staff member attending the program. All such health histories shall be furnished no later than upon the arrival of the students and staff members at the Facility. In addition, the Attending School shall furnish at least one counselor/teacher/chaperone for each ten students under eighteen years of age.

C. UCCR/Web of Life Field School is a smoke free environment. Attending School will prohibit smoking except in designated places and shall warn all persons of the hazards of indiscriminate smoking at the Facility. Open fires may be built only in the campfire areas for which fire permits have been secured. Attending School must comply with all lawful orders of appropriate fire control officials.

D. Use of vehicles at the Facility is restricted to roads and parking areas designated by the Facility Manager.

E. If a swimming pool is a part of the Facility, no one shall enter the pool area unless a qualified lifeguard is supervising the pool area.

2. Liability for Injury to Persons or Property

A. Attending School agrees to defend, indemnify and hold harmless UCCR/Web of Life Field School and any/all Facility owners and their past, present and future members, directors, officers, employees, agents and independent contractors and their successors, assigns and heirs from and against any claim, action and/or cause of action brought by or on behalf of any third-party or entity against UCCR/Web of Life Field School arising out of or in any manner connected with any act or failure to act of Attending School or any of its directors, officers, employees, agents or independent contractors, personnel, students and/or any person, entity or thing permitted by Attending School to enter and/or remain at the facility.

B. During the term of this Agreement, Attending School shall at its own expense maintain a policy of comprehensive public liability limits of not less than one million dollars, issued by companies approved in advance by UCCR/Web of Life Field School in which UCCR/Web of Life Field School and the Facility owner are named as additional insureds.

C. Neither UCCR/Web of Life Field School nor the Facility owner shall be liable to Attending School or to any company insuring Attending School for any loss or damage to Attending School if the casualty causing such loss or damage was or could have been covered by fire and extended coverage insurance.

D. For the purpose of this section "any person" includes, but is not limited to Attending School's agents and employees, participants in Attending School's program and visitors.

E. Attending School is fully responsible for transportation of students to and from UCCR/Web of Life Field School and freely agrees to defend, save and hold harmless UCCR/Web of Life Field School and any/all Facility owners and their past, present and future members, directors, officers, employees, agents and independent contractors and their successors, assigns and heirs from and against any claims/injuries arising from such transportation. Any bus used by Attending School and/or its personnel which enters or leaves the Facility must be S.P.A.B. certified and the carrier must name UCCR/Web of Life Field School as an additional insured. Attending School is responsible for furnishing one vehicle for the duration of the program.

A. Guaranteed Minimum Fee: The guaranteed Minimum fee is based on the number of students guaranteed by the Attending School. It will be charged to the Attending School even if fewer students attend the program than the Attending School guaranteed, or if Attending School terminates this agreement without attending the program, according to the terms of the agreement.

B. Additional Fees: If more students attend the program than Attending School guaranteed Attending School shall pay UCCR/Web of Life Field School all additional fees (shown on the facing page) for each additional participant.

C. Breakage and Damage Attending School agrees to pay UCCR/Web of Life Field School the amount necessary to repair or replace property or equipment damaged or destroyed during Attending School's program. The determination of that amount shall be in UCCR/Web of Life Field School's sole discretion.

D. Payment Terms Attending School agrees to deliver payment in full to the UCCR/Web of Life Field School Program Director prior to departure from the facility. Exceptions must be approved by UCCR/Web of Life Field School prior to arrival. Attending School agrees to pay interest on any unpaid approved credit balance at the rate of 1% per month (annual percentage rate of 12%).

4. Miscellaneous

A. Attending School warrants that it is currently exempt from Federal and State income taxation and that its activities at the Facility will be in furtherance of its tax-exempt purposes.

B. Attending School warrants that the person signing the Service Agreement has the authority to execute this Agreement on its behalf.

C. This Agreement may be altered or amended only by written agreement of both parties

D. UCCR/Web of Life Field School reserves the right to require that the Attending School remove from the program and facility any persons who, in the sole opinion of the UCCR/Web of Life Field School, are creating a disturbance or who are otherwise disrupting activities. Attending School agrees to permit only authorized persons to attend the program and shall take all necessary steps to remove unauthorized persons from the program and facility.

5. Termination and Breach

A. UCCR/Web of Life Field School may terminate this Agreement without any liability upon a determination by UCCR/Web of Life Field School in its sole and exclusive judgement, that the requirements of the State Fire Marshal, the Department of Public Health and Safety, or any statute, rule or regulation of any federal, state or local body imposes undue requirements or hardship on UCCR/Web of Life Field School.

B. If the Facility is destroyed by fire or other cause and is so damaged that it is unusable, this Agreement may, in the sole discretion of the UCCR/Web of Life Field School, be terminated and UCCR/Web of Life Field School and Attending School shall have no further obligation hereunder.

C. In the event a legal action or other proceeding is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its costs incurred in the action, including its costs and reasonable attorney's fees.

D. Rules for acceptance and participation in programs at UCCR/Web of Life Field School are the same for everyone without regard to age, race, color, religion, sex, gender, handicap, or national origin.

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INSURANCE REQUIREMENTS

As is stated in your Service Agreement under Terms & Conditions, during the time that your group is at Web of Life Field (WOLF) School, the group will need to have liability insurance of not less than one million dollars in force and to name the entities listed below as Additional Insured. Insurance certificate must be received well in advance of the program. This has always been necessary, but we want to clarify the necessary names for the **Additional Insured** portion of the insurance and reinforce that we need to be sent a copy prior to your WOLF School program start date.

On the liability certificate of coverage, the following must be named as Additional Insured:

- > Web of Life Field (WOLF) School
- United Camps, Conferences and Retreats (UCCR)
- > and, facility owner of campus your group is attending (select your site from list below).

SITE	FACILITY OWNER
	Friends of Camp SEA Lab &
Camp SEA Lab	Salesian Sisters of Camp St. Francis
*1	2320 Sumner Ave, Aptos, CA 95003
Comer Aurena	The Taylor Family Foundation &
Camp Arroyo	East Bay Regional Parks District
	2950 Peralta Oaks Court, Oakland, CA 94605
	The United Methodist Church
Camp Monte Toyon	California Nevada Annual Conference
	1276 Halyard Drive, West Sacramento, CA 95691
	Pilgrim Pines Camp and Conference Center
Pilgrim Pines Camp	39570 Glen Road Yucaipa, CA 92399
	YMCA of the East Bay
Camp Loma Mar	2111 Martin Luther King Jr Way Berkeley, CA 94704
	Happy Valley Conference Center
Happy Valley Conference Center	2159 Branciforte Dr, Santa Cruz, CA 95065
	Our Lady of the Oaks
Jesuit Retreat Center of the Sierra	dba the Jesuit Retreat Center of the Sierra
	P.O. Box 68, Los Gatos, CA 95031-0068
	Twin Lake Baptist Church Inc.
Camp Hammer	Camp Hammer
	21401 Big Basin Way, Boulder Creek, CA 95006

Note: Proof of insurance must be submitted at least one month prior to use of site.

Please send to the Web of Life Field (WOLF) School office via:

Mail: PO Box 2517, Aptos, CA 95001 Phone: (831) 684-0148 Email: admin@wolfschool.org