I. <u>INTRODUCTION</u>

A. Camp Chofetz Chaim ("Camp") is committed to providing a safe and appropriate environment for all Camp Staff Members¹ and campers. All Camp Staff Members and campers are expected to positively contribute to this environment. To facilitate these contributions, Camp has adopted this Camp Conduct Policy and Behavioral Standards (the "<u>Conduct Policy</u>") setting forth certain responsibilities and obligations of Camp Staff Members and campers regarding interpersonal conduct and relationships.

B. Childhood, especially adolescence, is often a time of turmoil, distress and conflict. As part of Camp's goals, all Camp Staff Members must encourage campers' self-confidence and self-competence, and help campers grow to increase their potential within their school, family and community. Campers must behave in a manner that facilitates their personal growth and development as well as the growth and development of all campers.

C. This Conduct Policy sets forth certain Behavioral Standards, reporting obligations and other responsibilities of Camp Staff Members and campers, and an outline of the procedures available to Camp, Camp Staff Members and campers relating to complaints regarding alleged violations of the Behavioral Standards, investigation of such complaints, and enforcement of the Conduct Policy.

D. Although voluminous rules and procedures could be written for all possible circumstances, this Conduct Policy focuses on situations, which, if unremedied, are likely to be damaging to campers. The Conduct Policy is not intended to supersede the authority and responsibility of the heads of each division of Camp (each, a "<u>Director</u>") to manage their respective Camp divisions on a day to day basis, nor is the Conduct Policy intended to be the sole and exclusive source of rules governing Camp personnel and student policies.

E. All questions or comments regarding the Conduct Policy may be directed to one or more persons listed on attached <u>Exhibit B</u>.

II. <u>BEHAVIORAL STANDARDS AND OTHER RESPONSIBILITIES</u>

A. <u>Behavioral Standards</u>. The following behavior is incompatible with Camp's goals and is therefore always prohibited, without regard to the location (except as set forth in clause "II.A.8(B)" below), time or frequency with which such behavior occurs:

¹

Exhibit A includes a definition for this and other capitalized terms.

1. "<u>Abuse</u>," including (A) physical injury or Mental Injury of any child under 18 by a Camp Staff Member or camper (in each case, without regard to whether such Camp Staff Member or camper was a Camp Staff Member or camper at the time such behavior occurs), under circumstances that indicate that the child's health or welfare is harmed or at substantial risk of being harmed; and (B) sexual abuse of any child under 18 by a Camp Staff Member or camper (in each case, without regard to whether such Camp Staff Member or camper was a Camp Staff Member or camper at the time such behavior occurs), whether physical injuries are sustained or not, including any act that involves sexual molestation or exploitation, including (without limitation):

(i) any demeaning or exploitative behavior of a sexual nature, or threats of such behavior;

(ii) displaying demeaning, suggestive or pornographic material;

(iii) improper physical contact, such as inappropriate touching, fondling, patting, pinching, punching or physical assault;

(iv) indirect or explicit invitations to engage in sexual activities which may or may not include a promise of reward for complying or a threat of reprisal for not complying;

(v) allowing or encouraging any child to engage in obscene or pornographic photography, films, poses or similar activity, or prostitution;

degree; and/or

(vi) human trafficking, incest, rape, or sexual offense in any

(vi) sodomy, unnatural or perverted sexual practices.

Any conduct which meets the preceding definition of sexual abuse shall be prohibited conduct whether or not such conduct was consensual.

2. "<u>Neglect</u>," including leaving any child under 18 unattended, or other failure to give proper care and attention to any child under 18, by a Camp Staff Member or camper (in each case, without regard to whether such Camp Staff Member or camper was a Camp Staff Member or camper at the time such behavior occurs), under circumstances that indicate that the child's health or welfare is harmed or placed at substantial risk of harm, or that Mental Injury to the child, or substantial risk of such Mental Injury, may result.

3. "<u>Harassment</u>," including physical, verbal, visual or behavioral mannerisms or conduct by a Camp Staff Member or camper (in all cases, with or without sexual advances or sexual overtones) that denigrates or shows hostility towards any camper or Camp Staff Member because of such person's sex (excluding sexual orientation), marital status, race, color, national origin, age, or disability where:

(A) submission to, or rejection of, such conduct is (i) made (explicitly or implicitly) a term or condition of enrollment as a camper, employment or engagement as a Camp Staff Member, participation in Camp activities or granting of preferential treatment (for example, awards, recommendations, scholarships); or (ii) used as a basis for evaluation in making personnel or leadership decisions affecting a camper or a Camp Staff Member, or

(B) such conduct is severe, persistent or pervasive and has the effect of interfering with a camper's or Camp Staff Member's work, participation in Camp activities or living conditions, or such conduct creates an intimidating, hostile or offensive educational environment.

4. A Camp Staff Member mocking, ridiculing, or berating a camper if such conduct is severe, persistent, or pervasive.

5. Any sexual attention by a Camp Staff Member to a camper in the form of remarks, jokes or innuendo about a camper's body or clothing, or about sexual activity.

6. Any psychological manipulation or control of a camper by a Camp Staff Member, including (without limitation) (A) attempting to restrict, rather than widen, the range of resource persons with whom a camper develops relationships, or (B) attempting to eliminate a camper's parents as critical influences in the life of the camper, or (C) implying that the relationship between a Camp Staff Member and camper is conditional upon the conformity of the camper to a particular point of view, in each case, if such conduct is severe, persistent or pervasive.

7. A Camp Staff Member using physical force against a camper, except (A) to safeguard against immediate physical danger to any person, to a sacred religious object, or to property if the result of damaging such property is reasonably likely to cause physical danger to a person, or (B) normal physical contact (such as hugging or touching) as an act of encouragement or consolation, within the bounds of Halacha and common sense, or (C) normal aggressive contact (such as contact in a basketball or football game, or arm-wrestling), within the bounds of Halacha and common sense.

8. "<u>Bullying</u>," including any intentional written, verbal or physical act, or an intentional electronic communication, by a Camp Staff Member or camper, that (A) either (i) physically harms a camper, (ii) damages a camper's property, (iii) substantially interferes with a camper's environment, or (iv) places a camper in reasonable fear of harm to such camper's person or property, and (B) either (i) occurs on Camp's property, at a Camp activity or event, or on a Camp van or school bus (including a "yellow" bus), or (ii) substantially disrupts the orderly operation of Camp. Electronic communication means a communication transmitted by means of an electronic device, including (without limitation) a telephone, cellular phone, computer, or pager.

B. <u>Student Discipline</u>. Camp Staff Members are expected to keep order and control campers in a respectful but firm manner. Physical force may never be used to discipline a recalcitrant camper.

C. <u>Parental Influences</u>. If a Camp Staff Member is aware that such Camp Staff Member's attempt to advise a camper is causing conflict with the parents of such camper, such Camp Staff Member must inform such Camp Staff Member's Director who should then consult with the camper's parents.

D. <u>Camper Behavior</u>. In addition to complying with this Conduct Policy's prohibition against Abuse, Neglect, Harassment and Bullying, each camper must conduct himself properly at all times in and out of camp, in accordance with specific guidelines set forth in various handbooks. The most important elements of proper camper behavior are (1) treating Camp Staff Members and campers with the personal respect that lies at the heart of healthy personal relationships, and (2) following directions and instructions of Camp Staff Members so long as such directions and instructions are not harmful to such campers or others.

E. <u>Cooperation</u>. All Camp Staff Members and campers are required to fully cooperate with any and all Investigations, including, without limitation, disclosing all relevant information of which they are aware to Directors, the individual serving as TA's Ombudsman (the "<u>Ombudsman</u>"), TA's Chairman of the Board (the "TA <u>Chairman</u>"), TA's Executive Board of Directors (the "TA <u>Executive Board</u>"), any committee of the TA Executive Board, or any other person selected by the Ombudsman to conduct an investigation (an "<u>Investigator</u>").

F. <u>False Reports</u>. While reporting violations of this Conduct Policy is encouraged and required, Camp Staff Members, campers, and parents of campers are expected to understand that false reports of violations of this Conduct Policy are likely to be damaging to the individual falsely accused. Consequently, all Camp Staff Members and campers are prohibited from knowingly making a false report of any violation of this Conduct Policy.

G. <u>Training and Compliance</u>. All Camp Staff Members are required to attend all training programs relating to this Conduct Policy to be provided from time to time by Camp. In addition, all Camp Staff Members are required to know and comply with all provisions of this Conduct Policy.

III. <u>REPORTING OBLIGATIONS</u>

A. <u>General</u>. All Camp Staff Members and campers recognize and understand that none of the reporting obligations set forth in this Conduct Policy constitutes impermissible Lashon Hara or any other violation of other Halachos of Proper Speech. Camp will not (and Camp Staff Members and campers shall not) retaliate in any way against any Camp Staff Member, camper or parent of a camper who, in good faith, (1) reports a violation of this Conduct Policy by a Camp Staff Member or camper, or (2) cooperates with any investigation of any suspected violation of this Conduct Policy. B. <u>Reporting to Camp</u>. Any Camp Staff Member or camper who has reason to believe that conduct by a Camp Staff Member or camper constitutes a violation of any of the Behavioral Standards must report the alleged conduct immediately (in the case of a Camp Staff Member with such belief) or as soon as reasonably practicable (in the case of a camper with such belief). Such Report must be made either (1) orally, to the Ombudsman (by leaving a voicemail message at the Ombudsman's phone number listed on <u>Exhibit B</u>) or to any Camp Director (by leaving a voicemail message at such Camp Director phone number listed on <u>Exhibit B</u>), or (2) in writing (using the report forms available from the Camp administrative offices or website at www.talmudicalacademy.org), to the Ombudsman and to any Camp Director (in each case, by delivering a completed copy of the report via email to the address of the Ombudsman and any Camp Director set forth in <u>Exhibit B</u>).

C. <u>Reporting to Government</u>. Each Camp Staff Member is required to be aware of, and comply with, legally mandated reporting requirements in the event such Camp Staff Member has reason to believe that (1) a Camp Staff Member or camper has committed Abuse or Neglect, or (2) a camper is a victim of Abuse of Neglect.

1. Currently, Maryland law does not require proof that Abuse or Neglect has occurred before reporting a suspected incident, and incidents must be reported as soon as there is reason to believe that Abuse or Neglect has occurred. A Camp Staff Member who fails to report suspected Abuse or Neglect may be subject to professional sanctions by applicable licensing boards, in addition to action by Camp in accordance with Section V of this Conduct Policy. Failure to report may be prosecuted under certain circumstances.

2. In addition to, and without limiting, the reporting obligations set forth in the preceding clause "III.B," Maryland law requires Camp Staff Members to make an oral and written report to the local department of social services, or, in the case of Abuse, to local law enforcement, in each case, as soon as possible and not later than 48 hours after the contact that revealed the suspected Abuse or Neglect. If the following information is known by the reporting Camp Staff Member, it must be included in any report: (A) names and home addresses of the camper, both parents and any other individual responsible for the care of the camper; (B) the present location of the camper; (C) the names and ages of other children in the home; (D) the specific nature and extent of Abuse or Neglect; (E) any information known to the reporting Camp Staff Member of possible previous Abuse or Neglect; and (F) any information that would help determine (i) the cause of the suspected Abuse or Neglect, and (ii) the identity of any individual responsible for the suspected Abuse or Neglect.

3. The United States Department of Health and Human Services offers the following website and hotline for information on applicable laws at http://www.childhelpusa.com and 1-800-4-A-CHILD (1-800-422-4453). The State of Maryland website is at http://www.dhr.state.md.us.

4. In the event a Camp Staff Member is the person alleged to have committed Abuse or Neglect with respect to a camper, a Camp Director shall, if given permission by the investigating government agency, promptly (normally prior to the end of the next camp day) inform the camper's parents/legal guardians of the situation and the referral to the investigating agency.

5. Maryland law (A) provides immunity for persons reporting Abuse or Neglect, in good faith, and (B) prohibits an individual from intentionally preventing or interfering with the making of a report of suspected Abuse or Neglect required by law.

6. Maryland law provides that a Camp Staff Member (who is an employee of Camp) who reports an act of Bullying in accordance with this Conduct Policy is not civilly liable for any act or omission in reporting or failing to report an act of Bullying in accordance with such Conduct Policy.

D. <u>Camper Misconduct</u>. In the event a camper commits any act of misconduct, the Camp Directors have responsibility to inform the parents of such camper regarding such misconduct, especially any misconduct that may lead to a camper's suspension or expulsion, even if such misconduct is not illegal. Camp Directors may seek assistance, if necessary, from mental health professionals or other outside consultants.

E. <u>Ombudsman</u>. The School Executive Board created the Office of the Ombudsman to receive Reports, coordinate Investigations, report the findings of Investigations to the Chairman of the Board, and perform other functions set forth herein. The Ombudsman is appointed by vote of the School Executive Board, on a yearly basis, and serves at the discretion of the School Executive Board. All Reports of violations of any of the Behavioral Standards by the Ombudsman must be made directly to the Chairman of the Board.

F. <u>Confidentiality</u>. The existence and contents of any Report (including, without limitation, the names of the person making the Report, the alleged violator and alleged victim) may be disclosed by Camp, a Camp Staff Member, a camper, and/or other persons acknowledging acceptance of this Conduct Policy (in accordance with Section VI.E. hereof) only to the extent (1) necessary for the Investigator to fully investigate allegations in the Report, (2) necessary for Camp to take disciplinary and other actions in response to such Report, and/or (3) otherwise permitted by law (solely in the case of disclosure by Camp) or otherwise required by law (in all other cases).

IV. <u>SUSPECT PERSONS</u>

A. For purposes of this Conduct Policy, a "<u>Suspect Person</u>" includes an individual who meets both of the following criteria: (1) the individual is, or ever was, the subject of a law enforcement investigation with respect to a crime either (A) of a sexual nature (including, for example, any crime for which an individual is, or if convicted would be, listed on the State of Maryland Sex Offender Registry) or (B) involving a substantial risk of physical harm to children under 18 (including, for example, Abuse,

Neglect, drug abuse, drunk driving, etc.); and (2) such individual is a Camp Staff Member, camper, "Close Relation" (as defined herein) of a Camp Staff Member or a camper, or otherwise resides within a one-half mile radius of Camp. The term "<u>Close</u> <u>Relation</u>" includes (i) any individual who resides with a Camp Staff Member or a camper, and (ii) any sibling, parent, grandparent (residing in the greater Baltimore Maryland metropolitan area), child or spouse of a Camp Staff Member or camper.

B. Any Camp Staff Member or camper who has reason to believe that an individual is a Suspect Person, and any Suspect Person himself or herself, must immediately make a Report with respect to such Suspect Person. Such Report must be made in the same manner as other Reports under this Conduct Policy (orally or in writing, to the Ombudsman or any Camp Director, etc.).

C. A Report with respect to a Suspect Person must be investigated in the same manner as other Reports under this Conduct Policy (Ombudsman to appoint an Investigator, etc.). In connection with any such Investigation, the Ombudsman or other Investigator may also (1) identify any existing limitations, restrictions or prohibitions on the Suspect Person with respect to schools and/or children, and (2) interview the Suspect Person and/or other Close Relations with respect to the applicable Camp Staff Member or camper.

D. Pending completion of an Investigation, (1) on a weekly basis, the Ombudsman shall inform the Camp Directors and Chairman of the Board of the status of the Investigation, and (2) The Camp Directors, the Chairman and/or the Executive Board may take such immediate action as they deem appropriate, in their sole discretion, to protect Camp Staff Members, campers and other persons (in the case of any "Disclosure" (as defined herein), subject to Section IV.E(2) below.

E. Upon completion of the Investigation (as determined by the Ombudsman and the Investigator), the Ombudsman and the Investigator shall report the findings of the Investigation to the Camp Directors and the Chairman. Upon receipt of the findings of the Investigation, the Camp Directors, Chairman and/or the Camp Executive Board shall take such action as they deem appropriate, in their sole discretion, including, for example, (1) taking no action, (2) creating and imposing limitations, restrictions or prohibitions on the Suspect Person's access to Camp's premises, Camp's functions or events, Camp Staff Members and/or campers, and/or any other action to protect Camp Staff Members, campers and/or other persons) the existence and contents of the Report, the Investigation (including, for example, the findings thereof), and/or any actions thereon taken by the Camp Directors, Chairman and/or the Camp Executive Board (a "Disclosure").

1. In all cases, the Investigator, the Camp Directors, Chairman and the Executive Board may consider all facts and circumstances, including, for example, (A) the nature, time and circumstances of the crime committed, or alleged to have been committed, by the Suspect Person, (B) the past and current status of the handling and treatment of such crime by law enforcement and/or other officials within the criminal justice system, and (C) the relationship between the Suspect Person and the applicable Camp Staff Member or camper.

2. Prior to any Disclosure by Camp (except any Disclosure necessary for the Investigator to fully investigate a Report), (A) the Ombudsman (or his designee), the Camp Directors and the Chairman (or his designee) must consult with Rabbi Shmuel Kamenetsky (or his designee), and (B) unless Rabbi Shmuel Kamenetsky (or his designee) determines that a Disclosure is Halachically prohibited, a decision to make a Disclosure must be approved by either (i) the Camp directors, Chairman and a majority or more of the members of the Executive Board entitled to vote, or (ii) two-thirds or more of the members of the Executive Board entitled to vote. Any individual who makes a Disclosure without such approval is subject to any and all remedies available to Camp and the School.

3. In the event the Camp Directors, Chairman and/or the Executive Board take any action hereunder, (A) the Suspect Person may be required to agree, unconditionally, to such action (such agreement to be memorialized in a manner selected by the Camp directors, Chairman and/or the Executive Board, in their sole discretion), and (B) such agreement (and memorialization) by the Suspect Person may be a condition to admission (or continued enrollment) of the applicable camper, or hiring (or continued employment or other relationship) of the applicable Camp Staff Member.

4. Camp shall have the right (but no obligation) to periodically reassess the status of a Suspect Person, and take any and all actions with respect to such reassessment consistent with the Conduct Policy.

V. <u>INVESTIGATION AND ENFORCEMENT</u>

A. <u>Ombudsman and Principals</u>. No later than one business day after receipt of any Report, the Ombudsman and/or any Camp Director receiving such Report shall notify each person listed on <u>Exhibit B</u> of the existence of such Report, and, in the event the Report was made in writing, circulate a copy of such Report to all such persons. Alternatively, in the event the Report was made orally, the Campo Director supervising the alleged violator (either a Camp Staff Member or camper) shall prepare a written version of the Report (with input from the person or persons making such oral Report) and circulate it to all such persons. In the event a Camp Director is the alleged violator, such Camp Director shall be treated in the same manner as any other Camp Staff Member who is the alleged violator. In the event a person listed on <u>Exhibit B</u> is a parent, grandparent, child, spouse, sibling, aunt, uncle or first cousin of either the alleged violator or the alleged victim, such family member shall not receive such Report, and shall not be involved in any related Investigation, determination and action.

B. <u>Investigator</u>. As soon as practicable after receipt of a Report, the Ombudsman, in consultation with T.A.'s legal counsel and the Camp Directors, shall (1) make a determination as to whether an Investigation of the Report will be conducted by one or more Camp Directors, the Ombudsman, or a third party Investigator selected by the Ombudsman, and (2) appoint one or more persons (who may, but need not, be the Investigator) to be Camp's authorized spokesperson and point of contact for any and all communications regarding the Investigation (such spokesperson to communicate with the alleged violator and alleged victim at least weekly). An Investigation by Camp may not occur with respect to any Abuse or Neglect requiring immediate referral to the local department of social services or law enforcement, until Camp is cleared to do so by any such government agency.

C. <u>Investigation</u>. The Investigation shall be initiated and conducted in a reasonably expeditious manner, and may consist of (1) personal interviews with the person making the Report, the alleged violator, the alleged victim, and all other persons the Investigator determines may have relevant knowledge, (2) inspection and review of any files, e-mails and other documents deemed relevant by the Investigator, and/or (3) any other methods deemed appropriate by the Investigator.

D. <u>Experts</u>. In connection with any Investigation, the Ombudsman may arrange to have Camp engage experts (for example, mental health professionals, attorneys, and/or rabbis) to assist the Investigator in conducting the Investigation.

E. <u>Interim Actions</u>. Pending completion of an Investigation, (1) on a weekly basis, the Ombudsman shall inform the Camp Directors and the Chairman of the status of the Investigation, and (2) the Camp Directors, Chairman and/or the Executive Board may take such immediate action as they deem appropriate, in their sole discretion, to protect the alleged victim of the alleged violation of Behavioral Standards and other persons.

F. <u>Determination and Enforcement</u>. Upon completion of the Investigation (as determined by the Ombudsman and the Investigator), the Ombudsman and the Investigator shall report the findings of the Investigation to the Camp Directors and the Chairman. Upon receipt of the findings of the Investigation, the Camp Directors, Chairman and/or the Camp Executive Board shall take such action as they deem appropriate, in their sole discretion, including, without limitation, taking no disciplinary action, or alternatively, issuing a warning, suspending the violator, terminating the employment or other relationship between Camp and such violator, or any other action to prevent any recurrence of the applicable violation of the Behavioral Standards. In all cases, the Investigator, the Camp Directors, the Chairman and the Executive Board may consider all facts and circumstances including, without limitation, (1) the nature, time and frequency of the behavior, (2) past incidents or patterns of behavior, (3) the relationship between the parties, (4) the context in which the behavior occurred, and (5) applicable laws.

G. <u>Other Actions and Enforcement</u>. In the event the Camp Directors, the Chairman and/or the Camp Executive Board determines that a Camp Staff Member or camper has violated any such person's obligations set forth in this Conduct Policy (other than violations of the Behavioral Standards), the Camp Directors, the Chairman and/or the Executive Board shall take such action as they deem appropriate, in their sole discretion, including, without limitation, issuing a warning, suspending the violator, terminating the employment or other relationship between Camp and such violator, or

any other action to prevent any recurrence of the applicable violation of this Conduct Policy.

VI. <u>MISCELLANEOUS</u>

A. <u>Amendment and Termination</u>. The Executive Board may modify or terminate this Conduct Policy, or any portion thereof, at any time, with or without notice.

B. <u>Dispute Resolution</u>.

1. In the event of any dispute between Camp, on the one hand, and any Camp Staff Member, camper or any other person, on the other hand, relating to this Conduct Policy (other than disputes regarding factual issues, with respect to which the findings, if any, of the Investigator shall be deemed conclusive and binding on all parties), all parties shall use good faith efforts to resolve such dispute; provided, that if such parties do not resolve such dispute within ten (10) days after any party notifies the other parties, in writing, of such party's intent to submit the dispute to arbitration pursuant hereto, such dispute shall be submitted by all parties to arbitration by Rabbi Shmuel Kamenetsky or his designee (the "Arbitrator") in accordance with such rules as may be established by the Arbitrator. The Arbitrator's decision in any such arbitration shall be binding and enforceable by a court of competent jurisdiction. Each party shall be responsible for its own fees, costs and expenses in connection with such arbitration, and each party shall be responsible for one-half of the Arbitrator's fees.

2. Subject to the preceding clause "VI.B.1," any suit involving any dispute arising under this Conduct Policy may only be brought in the United States District Court for the Northern District of the State of Maryland, or any State of Maryland court having jurisdiction over the subject matter. Camp Staff members, campers and other persons acknowledging acceptance of this Conduct Policy (in accordance with Section VI.E hereof) hereby (i) consent to such jurisdiction, and (ii) waive any and all rights which they may have to request a jury trial in any proceeding at law or in equity.

C. <u>Interpretation</u>. In the event of any conflict or inconsistency between this Conduct Policy and any other Camp rules governing Camp personnel and/or Camp policies, this Conduct Policy shall control.

D. <u>Separability</u>. Each provision of this Conduct Policy shall be considered separable, and if, for any reason, any provision hereof is determined to be invalid and contrary to any existing or future laws, such invalidity shall not impair the operation of (or affect) those provisions of this Conduct Policy which are valid.

E. <u>Acknowledgment</u>. Camp reserves the right to require, from time to time, any and all Camp Staff Members, campers, parents of campers and certain other persons

to acknowledge, in writing, receipt of a copy of, and acceptance of all provisions of, this Conduct Policy.

- F. <u>Status</u>.
 - 1. Adopted by Executive Board on June 19, 2007.
 - 2. Updated EXHIBIT B on July 11, 2008.
 - 3. Amended by Executive Board on August 23, 2012.
 - 4. Amended and Restated by Executive Board on November 5, 2013.
 - 5. Updated EXHIBIT B on November 7, 2016.

EXHIBIT A

Definitions

"<u>Abuse</u>" means (i) in the case of conduct engaged in by a Camp Staff Member or camper, the conduct described as "Abuse" in Section II.A of this Conduct Policy, and (ii) in the case of conduct engaged in by any other person who has permanent or temporary care or custody or responsibility for supervision of a child, or any family member of a child, the same conduct described in the preceding clause (i) engaged in by any such other person.

"<u>Behavioral Standards</u>" means, collectively, the behavior prohibited in Section II.A of this Conduct Policy.

"<u>Investigation</u>" means the investigation of any Report, in accordance with Section V of this Conduct Policy.

"<u>Mental Injury</u>" means the observable, identifiable and substantial impairment of a child's mental or psychological ability to function.

"<u>Neglect</u>" means (i) in the case of conduct engaged in by a Camp Staff Member or camper, the conduct described as "Neglect" in Section II.A of this Conduct Policy, and (ii) in the case of conduct engaged in by any other person who has permanent or temporary care or custody or responsibility for supervision of a child, the same conduct described in the preceding clause (i) engaged in by such other person.

"<u>Report</u>" means an oral or written report (with respect to any alleged violation of the Behavioral Standards) made by a Camp Staff Member or camper in accordance with Section III.B and/or IV.B of this Conduct Policy.

"<u>Camp Staff Member</u>" means each full-time or part-time counselor, teacher, social worker, administrator, clerk, custodian or other employee of Camp, and any independent contractor or volunteer engaged by Camp to interact with campers.

EXHIBIT B

Contact Information

Program C.I.T. Program Elementary Camp Program **Director** Rabbi M. Zehnwirth Rabbi H. Hexter **Phone** (410) 484-6600 x386 (410) 484-6600 x334

Email <u>mmzehnwirth@gmail.com</u> <u>hhexter@talmudicalacademy.org</u>

Position Ombudsman

Chairman

Name Mr. N. Adler Mr. P. Wertenteil **Phone** (410) 484-6600 x377 (410) 484-6600 x426 **Email** <u>ombudsman@talmudicalacademy.org</u> <u>alexwertenteil@gmail.com</u>

5984065-v2

Conduct Policy Acknowledgement

By signing below,

- (i) I acknowledge that Camp Chofetz Chaim has adopted a "Camp Conduct Policy and Behavioral Standards" (the "Policy"), that I have received and reviewed a copy of the Policy and have been given an opportunity to ask questions and receive answers regarding the Policy, and I understand the Policy;
- (ii) I agree that my continued employment by Camp Chofetz Chaim is contingent on my agreement to, and continued compliance with, the Policy; and
- (iii) I agree to be bound by the Policy.

Name (please print)

Signature

Date