

### **BOARD OF DIRECTORS MEETING AGENDA**

### 24, October 2023 | 5:30

Board members will meet in person at 1421 S. Sheridan Rd. Public comments submitted in accordance to our public comments policy will be read prior to the relevant agenda item.

Posted: on October 23, 2023 at 5:00pm Posted by: Keshia Latham, Board Clerk

#### **PARTICIPANTS**

### **Board Members**

Cynthia Jasso (Board Chair)
Dr. Anna Montgomery (Vice Chair)
Ryan Myers (Treasurer)
Ivan Godinez-Reyes
Ben Stewart
John Gawey
Omare Jimmerson
Ana Ponce
Ashley Chaney
Samantha Aponte

### **THA Executive Leadership Team**

Elsie Urueta Pollock (Chief Executive Officer) Amanda Yuen (Chief Operations Officer) Kate Freudenheim (Chief Academic Officer)

### **AGENDA**

	Action	Item	Rationale	Lead	Time
1	-	Welcome		Cynthia Jasso,	5:30
				Board Chair	PM
2	-	Roll Call		Cynthia Jasso,	5:31
				Board Chair	PM
3	VOTE	Approval of Consent Agenda	a) The meeting's board agenda ensures proper	Cynthia Jasso,	5:32
		a) October Meeting Agenda	meeting conduct by outlining all matters to be	Board Chair	РМ
		b) September Meeting Minutes	considered by the public body.		
		c) Routine Staffing Items	b) The proceedings of a public body shall be kept		
		d) September Financials	by a person so designated by such public body in		
		e) Approval of Dishwasher Contract	the form of written minutes which shall be an		
		f)Approval of Commodities contract	official summary of the proceedings showing		
		for donated food	clearly those members present and absent, all		
		g)Approval of updated PowerSchool	matters considered by the public body, and all		
		contract for student information	actions taken by such public body.		
		system for FY24	c) Routine personnel actions implement the		

Γ		h) Approval of Venue for Winter	various talent strategies and priorities authorized		
			by THA's Board of Directors. All salaries are listed as		
			the prorated total based on start date.		
			d)Regular financial reporting enables appropriate		
			board oversight.		
			e) To better utilize the dishwasher, THA proposes a		
			contract for cleaning chemicals and service for the		
			dishwashers. Costs will come from the general		
			fund.		
			f) Commodity procurement allows THA's food		
			service company to access additional commodities		
			to supplement or support our existing meal		
			program. This program is at no cost to Tulsa Honor		
			Academy and these donated foods will be credited		
			back to THA in its invoices with the food service		
			management company.		
			g)Annually, PowerSchool audits enrollment counts		
			and updates licensing pricing. This contract		
			updates our pricing based on this year's enrollment		
			numbers.		
			h) Annually THA hosts a winter celebration for staff.		
4	VOTE	Approval of Miller Tippers	Tulsa Honor Academy's board of directors	Amanda Yuen,	5:35
		Construction Guaranteed Maximum	approved the contract with Miller Tippens	coo	PM
		Price for storm damage repair	Construction for the rebuild from the June storm.		
			Costs will come from insurance payments in Fund		
			86, and gift and general fund, for the deductible		
			and any costs that exceed the insurance payments.		
5	VOTE	Engage Hickman Law Group	THA, will utilize Hickman Law Group for their	Elsie Urueta	5:45
			expertise and legal representation.	Pollock, CEO	PM
6	VOTE	1	Annually, Tulsa Honor Academy reviews its	Amanda Yuen,	5:50
			insurance policies. While the cost for the full year of		PM
			property insurance is included, we will need to find		
			different property insurance beginning in January.		
L			Costs come from the general fund.		
7	VOTE	• •		Amanda Yuen,	5:55
			reflect obligations of district funds issued in	coo	PM
		Encumbrances	accordance with §70-5-135.		
8	INFO			Cynthia Jasso,	5:52
		Review of THA High School's contract		Board Chair,	PM
L		renewal with Tulsa Public Schools			

				Elsie Urueta	
				PollockCEO	
9	INFO	Activity Fund Report		Elsie Urueta	6:40
				Pollock, CEO	PM
10	INFO	Review of Board Dashboard	To support the board in its governance duties,	Amanda Yuen,	6:45
			Tulsa Honor Academy staff members review a	coo	PM
			board dashboard each quarter that includes key		
			accountability indicators.		
11	INFO	Review of Draft Strategic Plan Goals	This year, Tulsa Honor Academy will start a new	Elsie Urueta	7:15
			strategic plan with goals to be finalized in the	Pollock, CEO	PM
			November board meeting or retreat. In order to		
			prepare board members for November, THA staff		
			are presenting draft goals with context for this		
			meeting.		
12	INFO	November Board Retreat Update		Elsie Urueta	7:20
				Pollock, CEO	PM
				Cynthia Jasso,	
				Board Chair	
13	INFO	Committee Reports		Committee Chairs	7:25
		-Executive			PM
		-Governance			
		-Finance			
		-Development			
		-Academic Achievement			
14	-	New Business		Cynthia Jasso,	7:28
				Board Chair	PM
15	-	Adjourn		Cynthia Jasso,	7:30
				Board Chair	PM



### **BOARD OF DIRECTORS MEETING MINUTES**

### TUESDAY, SEPTEMBER 19, 2023 | 5:30 PM

Board members will meet in person at 1421 S. Sheridan Rd. Public comments submitted in accordance to our public comments policy will be read prior to the relevant agenda item.

#### **PARTICIPANTS**

#### **Board Members**

Cynthia Jasso (Board Chair)
Dr. Anna Montgomery (Vice Chair)
Ryan Myers (Treasurer)
Ivan Godinez-Reyes
John Gawey
Omare Jimmerson
Ana Ponce
Ashley Chaney
Samantha Aponte
Jimmy Rodriguez

### **THA Executive Leadership Team**

Elsie Urueta Pollock (Chief Executive Officer) Amanda Yuen (Chief Operations Officer) Kate Freudenheim (Chief Academic Officer)

#### **AGENDA**

	Action	Item	Minutes				
1	-	Welcome	A regular meeting of the Board of Directors of Tulsa				
			Honor Academy was held on September 19, 2023				
			commencing at 5:31 PM at THA's Sheridan Campus				
			located at 1421 S. Sheridan Rd.				
2	-	Roll Call	PRESENT:				
			Cynthia Jasso				
			Dr. Anna Montgomery				
			Ryan Myers				
			John Gawey (arrived at Item 5)				
			Omare Jimmerson				
			Ana Ponce				
			Ashley Chaney (arrived at )				
			Jimmy Rodriguez				
			ABSENT:				
			Samantha Aponte				
			Ivan Godinez-Reyes				
			Omare Jimmerson				
3	VOTE	Approval of Consent Agenda	A motion was made by Jimmy Rodriguez to approve				
		a) September Meeting Agenda	the consent agenda and the motion was seconded by				

		h	I
		b) August Meeting Minutes	Ana Ponce.
		c) Routine Staffing Items	
		d) June Financials	The motion passed.
		e) Approval of consulting contract with	
		KENDALL, PREBOLA and JONES, LLC for	AYE: Cynthia Jasso, Dr. Anna Montgomery, Ryan
		Employee Retention Tax Credit services.	Myers, Ana Ponce, Jimmy Rodriguez
		f) Approval of Jason's Deli Terms and	
		Conditions to purchase with a Purchase	NAY:
		Order.	ABSTAIN:
			ABSENT: Samantha Aponte, Ivan Godinez-Reyes,
			Omare Jimmerson, Ashley Chaney, John Gawey
4	VOTE	Approval of Graduation Attire and Tribal	A motion was made by Dr. Anna Montgomery to
	VOIL	L • •	-
		Regalia Policy	approve Item 4 and the motion was seconded by
			Jimmy Rodriguez.
			L
			The motion passed.
			AYE: Cynthia Jasso, Dr. Anna Montgomery, Ryan
			Myers, Ana Ponce, Jimmy Rodriguez
			NAY:
			ABSTAIN:
			ABSENT:Samantha Aponte, Ivan Godinez-Reyes,
			Omare Jimmerson, Ashley Chaney, John Gawey
5	VOTE		A motion was made by Dr. Anna Montgomery to
			approve Item 5 and the motion was seconded by
			Ponce.
			i onec.
			The motion passed.
			The motion passed.
			AYE: Cynthia Jasso, Dr. Anna Montgomery, Ryan
			, , , , ,
			Myers, Ana Ponce, Jimmy Rodriguez, John Gawey
			NAY:
		Approval of Media Program Materials:	ABSTAIN:
		Evaluation, Selection, Complaints	ABSENT: Samantha Aponte, Ivan Godinez-Reyes,
		Policy"	Omare Jimmerson, Ashley Chaney
6	VOTE		A motion was made by Ryan Myers_ to approve Item 6
			and the motion was seconded by
			The motion passed.
			AYE:Cynthia Jasso, Dr. Anna Montgomery, Ryan Myers,
			Ana Ponce, Jimmy Rodriguez, John Gawey
			NAY:
			ABSTAIN:
		Approval of undated Open Transfer seat	ABSENT: Samantha Aponte, Ivan Godinez-Reyes,
			Omare Jimmerson, Ashley Chaney
		mumbers for the 2025-2024 School year	Johnare Jillinerson, Ashley Charley

_	h.a==	I	I
7	VOTE	Approval of Estimate of Needs	A motion was made by Ryan Myers to approve Item 7
			and the motion was seconded by Jimmy Rodriguez.
			The meating personal
			The motion passed.
			AYE:Cynthia Jasso, Dr. Anna Montgomery, Ryan Myers,
			Ana Ponce, Jimmy Rodriguez, John Gawey
			NAY:
			ABSTAIN:
			ABSENT:Samantha Aponte, Ivan Godinez-Reyes,
0	VOTE		Omare Jimmerson, Ashley Chaney
8	VOTE	Approval of New and Modified General	A motion was made by Ryan Myers to approve Item 8
		Fund and Gift Fund Encumbrances	and the motion was seconded by Ana Ponce.
			The meeting perced
			The motion passed.
			AYE:Cynthia Jasso, Dr. Anna Montgomery, Ryan Myers,
			Ana Ponce, Jimmy Rodriguez, John Gawey
			Alia Folice, Jillilly Rouliguez, John Gawey
			NAY:
			ABSTAIN:
			ABSENT:Samantha Aponte, Ivan Godinez-Reyes,
			Omare Jimmerson, Ashley Chaney
	VOTE	Approval of Scholar Fundraisers	A motion was made by Dr. Anna Montgomery to
٦	VOIL	Approvator scholar Fundraisers	approve Item 8 and the motion was seconded by
			Jimmy Rodriguez.
			Jillilly Rodriguez.
			The motion passed.
			AYE:Cynthia Jasso, Dr. Anna Montgomery, Ryan Myers,
			Ana Ponce, Jimmy Rodriguez, John Gawey
			NAY:
			ABSTAIN:
			ABSENT:Samantha Aponte, Ivan Godinez-Reyes,
			Omare Jimmerson, Ashley Chaney
10	INFO	Activity Fund Report	Elsie Urueta Pollock shared an update about the funds
			raised by the activity fund and the expected expenses in the
			months of September and October.
		1	
11	INFO		Elsie Urueta Pollock shared an update regarding the
11	INFO	OPCSA Legislative Brief - Charter Boards SB 516	number of training hours board members will need to
		SB 516	number of training hours board members will need to receive annually beginning in July 2024.
11	INFO		number of training hours board members will need to receive annually beginning in July 2024. Elsie Urueta Pollock shared an update about school safety
12	INFO	SB 516 School Safety Update	number of training hours board members will need to receive annually beginning in July 2024. Elsie Urueta Pollock shared an update about school safety in response to the rise in school threats across the state.
		SB 516	number of training hours board members will need to receive annually beginning in July 2024.  Elsie Urueta Pollock shared an update about school safety in response to the rise in school threats across the state.  Elsie Urueta Pollock shared an update about Tulsa Honor
12 13	INFO	SB 516 School Safety Update	number of training hours board members will need to receive annually beginning in July 2024. Elsie Urueta Pollock shared an update about school safety in response to the rise in school threats across the state.

			accreditation status and action items related to accreditation.
15	INFO	-Executive -Governance -Finance -Development	Elsie Urueta Pollock shared an update about the Academic Achievement Committee's September meeting and the type of data reviewed. Cynthia Jasso shared an update about the Finance Committee's discussion about contract procedures. Cynthia Jasso and Elsie Urueta Pollock shared an update about the Governance Committee's planning of the 2023 board retreat.
16	-	New Business	There was no new business.
17	-	Adjourn	The meeting was adjourned at 7:10 PM.

New Hires					
Last Name	First Name	Hire Date	Primary Location	Position	Salary
Kelley	Loryn	9/25/23	THA Middle School	Teacher Apprentice I	\$24,996
McCrackin	Brody	10/16/23	THA Network Office	Discipline Specialist	\$24,970
Galan	Amanda	10/9/23	THA Network Office	External Affairs Coordinator	\$33,057
King	Victoria	10/23/23	THA Middle School	Teacher	\$29,124
Salary Changes					
Last Name	First Name	Effective Date	Primary Location	Position/Reason	Salary
Parker	Christauna	7/1/2023	THA Flores Middle School	verification of additional year of experience	\$46,750
Parker	Christauna	10/6/2023	THA Flores Middle School	special education provisional cert	\$49,526
Resignations/	Terminations				
Last Name	First Name	Hire Date	Primary Location	Position	Final Date
Stewart	Bethany	7/29/2022	THA Middle School	Teacher	10/6/2023
Monrreal	Jennifer	7/1/2022	THA Middle School	Operations Coordinator	10/11/2023
Barrett	Kamesha	7/1/2022	THA Middle School	Assistant Principal-Culture	10/13/2023
Buck	Brittnee	7/1/2022	THA Middle School	Teacher	10/13/2023
DaVee	Rebecca	7/1/2023	THA High School	Teacher	10/20/2023
LaPrairie	Margaret	8/10/2023	THA Middle School	Teacher	11/2/2023
Stipends					
Last Name	First Name	Position	Location	Stipend	
Hernandez	Vanessa	Late Pickup Supervisor	THA High School	\$200	
Conner	Gloria	Life Skills Club Sponsor	THA Middle School	\$700	
Bledsoe	Vanessa	Basketball Coach	THA Middle School	\$900	
Ray	Amanda	Student Council Sponsor	THA Middle School	\$800	
DeLameter	Kelly	After School Detention Coordinator	THA Middle School	\$1,500	
West	Kaely	Soccer Coach	THA Flores Middle School	\$1,000	
Other Changes					
Last Name	First Name	Hire Date	Primary Location	Change	
Linam	Kirk	7/1/22	THA Middle School	removed \$1800 Curriculum Development Teacher Leader stipend	

### TULSA HONOR ACADEMY TULSA, OKLAHOMA

### MONTHLY FINANCIAL REPORT

**SEPTEMBER 30, 2023** 

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### JENKINS & KEMPER CERTIFIED PUBLIC ACCOUNTANTS, P.C.

JACK JENKINS, CPA MICHAEL KEMPER, CPA

October 17, 2023

Honorable Board of Trustees Tulsa Honor Academy Tulsa, Oklahoma

We have compiled the accompanying statement of assets, liabilities, and net assets – cash basis for the Tulsa Honor Academy as of September 30th, 2023, and the related statements of revenues and expenses – cash basis for the three (3) months then ended. Our compilation was performed in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The financial statements have been prepared on the cash basis of accounting and the budget laws of the State of Oklahoma, which is a basis of accounting other than generally accepted accounting principles.

A compilation is limited to presenting, in the form of financial statements and supplemental information that is the representation of the management. We have not audited or reviewed the accompanying financial statements and supplemental information and, accordingly, do not express an opinion or any other form of assurance on them. However, we did become aware of a departure from the cash and budgetary basis of accounting that is described in the following paragraph.

The regulatory basis of accounting requires a specific format of presentation of governmental funds and the accompanying presentation does not comply with that format. Additionally, fixed assets and any related debt are not included in the statement of assets, liabilities and net assets presented on a cash basis. Any such accounts are reflected in the statement of revenues and expenses as a corresponding receipt and/or expenditure of funds. The effects of these departures on the financial statements have not been determined.

Management has elected to omit substantially all of the disclosures ordinarily included in financial statements prepared on the cash basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the school's assets, liabilities, net assets, revenues and expenses. Accordingly, these financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to Tulsa Honor Λcademy.

Sincerely,

Jenkins & Kemper

Certified Public Accountants, P.C.

Jenkons & Kumper, CPAs P.C.

### TULSA HONOR ACADEMY STATEMENT OF ASSETS, LIABILITIES, AND NET ASSETS - CASH BASIS SEPTEMBER 30, 2023

	General Fund	Gift Fund	Insurance Recovery	Totals
Assets				
Cash	\$ (66,735.3	37) 1,298,600.47	408,206.93	1,640,072.03
Investments	4,042,550.3	32		4,042,550.32
Total Assets	3,975,814.9	95 1,298,600.47	408,206.93	5,682,622.35
<b>Liabilities</b> Outstanding Warrants Reserves	335,220. 70,070.		14,880.15	357,381.61 70,070.82
Total Liabilities	405,290.8	88 7,281.40	14,880.15	427,452.43
Unrestricted Net Assets Total Net Assets	3,570,524. \$ 3,570,524.	07 1,291,319.07	393,326.78 393,326.78	4,861,843.14 5,255,169.92

SEE ACCOUNTANT'S COMPILATION REPORT

### TULSA HONOR ACADEMY - 2023-24 FISCAL YEAR STATEMENT OF REVENUE AND EXPENSES - GENERAL FUND - CASH BASIS

	Source Codes	2023-24 <u>Budgeted</u>	2023-24 <u>9/30/2023</u>	% of YTD to Budj.	2022-23 <u>Actual</u>	2022-23 <u>9/30/2022</u>	% of YTD to Actual
Revenue		<del></del>					
Interest Earnings	1310	42,560.32	42,560.32	100.0%			
Insurance Loss Recoveries	1510	40,400.00	40,400.00	100.0%			
Miscellaneous Reimb.	1590	\$ 15,000.00	2,587.39	17.2%	440,219.18	448,199.71	101.8%
Gifts and Donations	1610	1,030,000.00	350.00	0.0%	320,350.00	720,000.00	224.8%
Grants/District Contracts	1650			N/A			N/A
PPP Loan Forgiveness	1680		26,902.96				N/A
Uniforms	1692	65,100.00	69,991.20	107.5%	66,918.57	32,780.43	49.0%
Student Lunches	1710	18,150.00	1,879.40	10.4%	9,456.48	100.00	N/A
Adult Lunches	1730		23.12		1,715.07	103.26	6.0%
Foundation & Incentive Aid	3210	8,041,303.00	1,489,098.96	18.5%	7,494,343.39	985,510.84	13.2%
Flexible Benefit	3250	934,297.00	117,898.24	12.6%	620,795.60	100,589.15	16.2%
State Textbook Allocation	3420	72,000.00	71,583.44	99.4%	63,107.84	10,009.43	15.9%
Redbud School Funding Act	3435	744,150.00		0.0%	319,939.22		N/A
Other Misc	3690	96,000.00		0.0%	7,740.60		N/A
State Reimbursement CNP	3720	504.007.00		N/A	4,629.38	40.004.74	N/A
Title I	4210	524,967.00	000 440 05	0.0%	24,042.34	18,664.74	77.6%
Title I-Prior Year	4210	234,000.00	233,416.65	99.8%	18,664.74		N/A
Title II-Part A (Transferability)	4271	79,292.00		0.0%	70,202.65		N/A
Title II-Part A Prior Year	4271	FF 770 00		N/A			N/A
Title III	4281	55,773.00	0.200.20				
Title III-Prior Year	4281	81,029.34	9,380.39	0.00/	05 055 04	FF 007 00	04.00/
Special Education - Flowthrough	4310	220,047.00	44 040 00	0.0%	85,855.61	55,627.06	64.8%
Special Ed - Flowthrough Prior Year		81,029.34	41,612.29	51.4%	55,627.06		N/A
Title IV, Part A Student Supp	4442	115,804.33	1,626.19	1.4%	14,073.29		N/A
OSPRC Charter School Grant	4462	-		N/A	631,121.19	FF0 040 00	N/A
ESSER/Other Federal Sources	4689	1,175,567.00	440 000 47	0.0%	651,539.60	558,842.82	85.8%
ESSER/Other Federal Scs Prior Year		444,000.00	443,228.47	99.8%	558,842.82	24 204 66	C4 F0/
NSLP Cares	4705-6	E04 000 00	31,758.80		32,984.51	21,284.66	64.5%
Federal Lunches	4710	531,620.00	1,649.14	0.3%	579,409.90	71,564.60	12.4%
Federal Breakfasts	4720	100,000.00	323.07	0.3%	106,079.50	13,285.50	12.5%
Correcting Entry Total revenue	5600	14,659,129.01	2,626,270.03	47.00/	12,177,658.54	3,036,462.20	_N/A
	0440			17.9%			24.9%
Cash fund balance (beginning)	6110	3,210,113.66	3,210,113.66		1,934,149.12	1,934,149.12	100.0%
	6130-6140		F 000 000 00	-	14,749.59	4.070.044.00	_N/A
Total revenue and beg. balance		17,869,242.67	5,836,383.69	-	14,126,557.25	4,970,611.32	35.2%
	Ob:4						
<u>Expenditures</u>	Object						
Payroll	<u>Codes</u> 100-200	0 270 070 00	1 207 200 05	16.7%	E 000 000 7E	1 212 020 76	20.3%
Non-payroll	300-900	8,378,070.00	1,397,288.85	16.7%	5,966,830.75	1,212,038.76	20.3% 25.9%
1 3	300-900	5,249,170.80	868,570.77	_	4,949,612.84	1,282,465.51	_
Total expenditures		13,627,240.80	2,265,859.62	16.6%	10,916,443.59	2,494,504.27	22.9%
P. P. P.			0 ==0 =0 / ==	-	0.040.440.55	0.470.407.77	
Ending Balance		\$ 4,242,001.87	3,570,524.07		3,210,113.66	2,476,107.05	77.1%



### TULSA HONOR ACADEMY - 2023-24 FISCAL YEAR DETAILED REVENUE SUMMARY - GENERAL FUND - CASH BASIS

General Fd	Misc	Uniform		Student		Other	State	Federal	Federal	
	Reimb	<u>Sales</u>	<b>Donations</b>	Lunches	State Aid	State Sources	Matching	Child Nut.	<u>Program</u>	<u>Total</u>
July	\$ 12,352.74	49,740.66		84.42				1,962.17	198,916.23	263,056.22
August	42,468.49	15,348.11		1,031.23	744,549.48	128,850.78		10.04	530,347.76	1,462,605.89
September	57,629.44	4,902.43	350.00	786.87	744,549.48	60,630.90		31,758.80		900,607.92
October										-
November										-
December										-
January										-
February										-
March										-
April										-
May										-
June	 									-
Totals	\$ 112,450.67	69,991.20	350.00	1,902.52	1,489,098.96	189,481.68	-	33,731.01	729,263.99	2,626,270.03

### TULSA HONOR ACADEMY - 2023-24 FISCAL YEAR STATEMENT OF EXPENSES TWO YEAR COMPARISON BY OBJECT - GENERAL FUND - CASH BASIS

<u>Classification</u>	<u>Object</u>	2023-24 <u>Budgeted</u>	2023-24 <u>9/30/2023</u>	% of YTD to Budg.	2022-23 <u>Actual</u>	2022-23 <u>9/30/2022</u>	% of YTD to Act.
Salaries	100	6,682,874.00	1,179,551.55	17.65%	4,991,262.94	1,019,941.01	20.43%
		_					
Employee Benefits	200	1,695,196.00	217,737.30	12.84%	975,567.81	192,097.75	19.69%
Worker's Comp./State Unempl	290	71,680.00	17,418.40	24.30%	47,160.37	15,200.00	32.23%
Subtotal	- -	1,766,876.00	235,155.70	13.31%	1,022,728.18	207,297.75	20.27%
Contracted Services	300	392,459.00	57,930.92	14.76%	441,564.26	81,036.04	18.35%
Professional-Educ. Services	320	36,600.00		0.00%	152,746.70	150,433.46	98.49%
Subtotal	-	429,059.00	57,930.92	13.50%	594,310.96	231,469.50	38.95%
Utility Services	410	250,174.00	41,910.45	16.75%	31,076.97	41,642.88	134.00%
Cleaning Services	420	261,348.00	13,885.20	5.31%	221,094.50	23,027.00	10.42%
Repairs and Maint. Services	430	109,157.00	9,682.24	8.87%	429,787.77	4,404.36	1.02%
Lease & Debt Service	443	723,339.00	132,532.05	18.32%	660,719.49	200,387.60	30.33%
Software Services	444	96,588.00	23,898.58	24.74%	89,348.71	7,762.70	8.69%
Subtotal	-	1,440,606.00	221,908.52	15.40%	1,432,027.44	277,224.54	19.36%
Other Purchased Services	500	123,440.00	250.00	0.20%			NA
Student Transportation	513	485,448.00	96,982.73	19.98%	417,728.21	4,974.82	1.19%
Insurance	520	74,063.00		0.00%	65,749.00	3,138.00	4.77%
Communications Services	530	11,956.00	8,786.48	73.49%	18,612.80	7,740.10	41.58%
Advertising	540			NA	1,472.25		0.00%
Printing and Binding	550		1,746.80	NA	8,746.02	6,134.81	70.14%
Food Service Management	570	706,640.00	76,201.87	10.78%	540,953.20	4 574 00	0.00%
Staff Travel	580	- 404.547.00	75.00	NA	28,328.30	1,571.96	5.55%
Subtotal	-	1,401,547.00	184,042.88	13.13%	1,081,589.78	23,559.69	2.18%
Supplies/Materials	600	78,000.00	82,616.45	105.92%	401,633.00	8,289.39	2.06%
Paper/Copy	611	5,000.00	6,366.43	127.33%	32,400.91	14,862.25	45.87%
Supplies and Materials	619	215,256.00	28,656.22	13.31%	212,698.06	93,105.54	43.77%
Bks & Periodicals	640	-	89,796.87	NA	58,113.43	42,555.23	73.23%
Appliances	651	-	21,529.82	NA	137,966.63	135,447.52	98.17%
Technology Related Supplies	653	238,980.00	76,021.86	31.81%	442,435.05	286,194.87	64.69%
Uniforms	657	145,200.00	27,073.39	18.65%	235,789.01	89,985.71	38.16%
Awards, Gifts, Decorations	682	11,820.00	1,689.23	14.29%	15,686.05	070 440 54	0.00%
Subtotal	-	694,256.00	333,750.27	48.07%	1,536,722.14	670,440.51	43.63%
Property	700	50,000.00		0.00%	1,165.45		0.00%
Dues and Fees	810	296,044.00	50,276.36	16.98%	253,478.91	64,571.27	25.47%
Other General Expenses	840	857,632.00		0.00%	2,201.30	- 1,01 11	0.00%
Staff Registration & Tuition	860	•	193.42	NA	· ·		NA
Unidentified			3,050.00	NA			NA
Reimbursement	930			NA	956.49		0.00%
Subtotal	-	1,153,676.00	53,519.78	4.64%	256,636.70	64,571.27	25.16%
Totals	-	13,618,894.00	2,265,859.62	16.64%	10,916,443.59	2,494,504.27	22.85%
Payroll Expenses	100-200	8,378,070.00	1,397,288.85	16.68%	5,966,830.75	1,212,038.76	20.31%
Non-Payroll Expenses	300-900	5,240,824.00	868,570.77	16.57%	4,949,612.84	1,282,465.51	25.91%
Totals	-	13,618,894.00	2,265,859.62	16.64%	\$ 10,916,443.59	2,494,504.27	22.85%

### TULSA HONOR ACADEMY 2023-24 FISCAL YEAR **EXPENDITURE BREAKDOWN BY MONTH - CASH BASIS**

	2021-22 Exp	<u>oenditures</u>	2022-23 Ex	<u>penditures</u>	2023-24 Ex	penditures
	<u>Salary</u>	Non-salary	<u>Salary</u>	Non-salary	<u>Salary</u>	Non-salary
July	279,922.19	195,266.68	227,904.13	44,365.80	265,321.21	120,735.67
August	427,034.30	291,858.38	490,881.05	951,291.60	555,616.57	134,332.98
September	423,394.52	146,671.48	493,253.58	286,808.11	593,769.47	596,083.72
October	437,291.96	497,924.64	489,256.31	255,184.09		
November	424,167.32	275,352.16	487,278.13	390,339.88		
December	399,426.20	367,045.19	483,910.79	339,330.80		
January	404,925.75	94,937.71	526,369.07	291,368.58		
February	415,788.42	312,274.95	525,081.96	306,535.43		
March	421,982.78	406,964.18	502,677.33	307,919.59		
April	420,916.89	224,931.08	511,382.36	238,250.91		
May	423,938.58	1,115,188.34	462,064.47	354,337.96		
June	629,207.91	1,067,425.86	813,931.94	1,136,719.72		
	\$ 5,107,996.82	4,995,840.65	6,013,991.12	4,902,452.47	1,414,707.25	851,152.37
		10,103,837.47		10,916,443.59		2,265,859.62
	2021-22 Exp	penditures	2022-23 Ex	penditures	2023-24 Ex	<u>(penditures</u>
	<u>2021-22 Ех</u> ұ <u>Salary</u>	<u>penditures</u> <u>Non-salary</u>	<u>2022-23 Ex</u> <u>Salary</u>	<u>penditures</u> Non-salary	<u>2023-24 Ex</u> <u>Salary</u>	<u>xpenditures</u> <u>Non-salary</u>
July			· · · · · · · · · · · · · · · · · · ·		·	•
July August	Salary	Non-salary	<u>Salary</u>	Non-salary	Salary	Non-salary
August	<u>Salary</u> 279,922.19	Non-salary 195,266.68	<u>Salary</u> 227,904.13	Non-salary 44,365.80	<u>Salary</u> 265,321.21	Non-salary 120,735.67 134,332.98
•	<u>Salary</u> 279,922.19 427,034.30	Non-salary 195,266.68 291,858.38	<u>Salary</u> 227,904.13 490,881.05	Non-salary 44,365.80 951,291.60	<u>Salary</u> 265,321.21 555,616.57	Non-salary 120,735.67
August September	<u>Salary</u> 279,922.19 427,034.30	Non-salary 195,266.68 291,858.38	<u>Salary</u> 227,904.13 490,881.05	Non-salary 44,365.80 951,291.60	<u>Salary</u> 265,321.21 555,616.57	Non-salary 120,735.67 134,332.98
August September October	<u>Salary</u> 279,922.19 427,034.30	Non-salary 195,266.68 291,858.38	<u>Salary</u> 227,904.13 490,881.05	Non-salary 44,365.80 951,291.60	<u>Salary</u> 265,321.21 555,616.57	Non-salary 120,735.67 134,332.98
August September October November December	<u>Salary</u> 279,922.19 427,034.30	Non-salary 195,266.68 291,858.38	<u>Salary</u> 227,904.13 490,881.05	Non-salary 44,365.80 951,291.60	<u>Salary</u> 265,321.21 555,616.57	Non-salary 120,735.67 134,332.98
August September October November December January	<u>Salary</u> 279,922.19 427,034.30	Non-salary 195,266.68 291,858.38	<u>Salary</u> 227,904.13 490,881.05	Non-salary 44,365.80 951,291.60	<u>Salary</u> 265,321.21 555,616.57	Non-salary 120,735.67 134,332.98
August September October November December January February	<u>Salary</u> 279,922.19 427,034.30	Non-salary 195,266.68 291,858.38	<u>Salary</u> 227,904.13 490,881.05	Non-salary 44,365.80 951,291.60	<u>Salary</u> 265,321.21 555,616.57	Non-salary 120,735.67 134,332.98
August September October November December January February March	<u>Salary</u> 279,922.19 427,034.30	Non-salary 195,266.68 291,858.38	<u>Salary</u> 227,904.13 490,881.05	Non-salary 44,365.80 951,291.60	<u>Salary</u> 265,321.21 555,616.57	Non-salary 120,735.67 134,332.98
August September October November December January February March April	<u>Salary</u> 279,922.19 427,034.30	Non-salary 195,266.68 291,858.38	<u>Salary</u> 227,904.13 490,881.05	Non-salary 44,365.80 951,291.60	<u>Salary</u> 265,321.21 555,616.57	Non-salary 120,735.67 134,332.98
August September October November December January February March April May	<u>Salary</u> 279,922.19 427,034.30	Non-salary 195,266.68 291,858.38	<u>Salary</u> 227,904.13 490,881.05	Non-salary 44,365.80 951,291.60	<u>Salary</u> 265,321.21 555,616.57	Non-salary 120,735.67 134,332.98
August September October November December January February March April	<u>Salary</u> 279,922.19 427,034.30	Non-salary 195,266.68 291,858.38	<u>Salary</u> 227,904.13 490,881.05	Non-salary 44,365.80 951,291.60	<u>Salary</u> 265,321.21 555,616.57	Non-salary 120,735.67 134,332.98
August September October November December January February March April May	<u>Salary</u> 279,922.19 427,034.30 423,394.52	Non-salary 195,266.68 291,858.38 146,671.48	<u>Salary</u> 227,904.13 490,881.05 493,253.58	Non-salary 44,365.80 951,291.60 286,808.11	<u>Salary</u> 265,321.21 555,616.57 593,769.47	Non-salary 120,735.67 134,332.98 596,083.72

### TULSA HONOR ACADEMY - 2023-24 FISCAL YEAR STATEMENT OF EXPENSES TWO YEAR COMPARISON BY OBJECT - GENERAL FUND - CASH BASIS

		20223-24	2023-24	% of YTD	2022-23	2022-23	% of YTD
Classification	<u>Object</u>	<u>Actual</u>	9/30/2022	to Act.	<u>Budgeted</u>	9/30/2023	to Budg.
					_		
Salaries	100	\$ 6,682,874.00	1,179,551.55	17.65%	4,991,262.94	1,019,941.01	20.43%
Employee Benefits	200	1,766,876.00	235,155.70	13.31%	1,022,728.18	207,297.75	20.27%
Contract Services	300	429,059.00	57,930.92	13.50%	594,310.96	231,469.50	38.95%
Purchased Property Services	400	1,440,606.00	221,908.52	15.40%	1,432,027.44	277,224.54	19.36%
Other Purchased Services	500	1,403,293.80	184,042.88	13.12%	1,081,589.78	23,559.69	2.18%
Supplies and Materials	600	700,756.00	333,750.27	47.63%	1,536,722.14	670,440.51	43.63%
Property	700	50,000.00	-	0.00%	1,165.45	-	0.00%
Other Objects	8-900	1,153,776.00	53,519.78	4.64%	256,636.70	64,571.27	25.16%
Totals	_	13,627,240.80	2,265,859.62	16.63%	10,916,443.59	2,494,504.27	22.85%
	_						
Payroll Expenses	100-200	8,449,750.00	1,414,707.25	16.74%	6,013,991.12	1,227,238.76	20.41%
Non-Payroll Expenses	300-900	5,177,490.80	851,152.37	16.44%	4,902,452.47	1,267,265.51	25.85%
Totals	_	\$ 13,627,240.80	2,265,859.62	16.63%	10,916,443.59	2,494,504.27	22.85%



### **EQUIPMENT AGREEMENT**

AGREEMENT, made this day of	, 20, between A	UTO-CHLOR SYSTEM
"Auto-Chlor") and		
partnership, a corporation), which has	its principal office located at	non fleve 26. To small of 1288
	The State of the S	("Customer")
Auto-Chlor, by its acceptance hereof, hereby agrees to 'Equipment') and to provide certain cleaning agents and	provide to Customer the following-deservices, pursuant to the following to	escribed equipment (the erms and conditions:
I. EQUIPMENT: Auto-Chlor will provide the following Eq	uipment:	The Property of the State of th
CHEMICAL CONTROL UNIT MAKE:	MODEL	SERIAL NO.
	manufacture of the second	
OTHER EQUIPMENT DESCRIPTION & MAKE:		e i fivoglari
	North St. W.	
		Manual State of the Land
LIQUID CHEMICAL DISPENSER:(Quantity)		The state of the s
Auto-Chlor will provide all necessary parts and service to	maintain the Equipment in satisfac	tory working condition
II. PAYMENTS: Customer agrees to pay Auto-Chlor the fo	ollowing sums:	
A. A security deposit of \$, pay  B. A delivery fee of \$ and an initial	able upon execution of this Agreem	ent.
upon execution of this Agreement.	ii iiistaliation charge of \$	, bour payabi
C. All applicable sales and personal property taxes levie  Auto-Chlor shall be reimbursed for any such amou	nts paid by it on behalf of Customer	
D. Customer agrees to purchase a minimum of \$ 25 the Equipment and a minimum of \$ twenty-eight (28) day service period throughout the	of Auto-Chlor companion chemi term of this Agreement.	nical products used wit cal products during eac
II. EQUIPMENT LOCATION: The Equipment will be located	ted at the following address:	
No. of the last of	. If the Equipment is located at oth	er than property owne
by Customer, the name and address of the property of	wner or agent is	
1095100		
V. OTHER: Enviso Service Charge & 9.95 Per		
		THE REAL PROPERTY OF THE PARTY
THE TERMS ON THIS PAGE AND ON THE REVERSE SID PARTIES. SUCH TERMS MAY BE MODIFIED ONLY BY A	DE HEREOF CONTAIN THE ENTIRE	AGREEMENT OF TH
AUTO-CHLOR SYSTEM Entity:	CUSTOMI	R
BY	RV	La
ВҮ	BY(Signature	9)

# State of Oklahoma Department of Human Services Application and Agreement for United States Department of Agriculture Donated Food Program for National School Lunch Program

Commodity Program #:	Child Nutrition Agreement #:
Recipient Agency:	
Commodity Contact Person and Title:	
Email Address:	
Physical Address:	
Mailing Address:	
Telephone Number: ( )	Fax Number: ( )
Name and Title of person paying assess	nent fees:
Pho	ne Number:
Type of Agency (check)	
Public School Private School	Residential Child Care Institution
Check all programs that use donated foo	ods:
National School Lunch Program	School Breakfast Program
Afterschool Snack Program	Summer Food Service Program
At-Risk Supper Program	
List types of meal services provided:	
Total Number of Sites/Schools:	Approximate Enrollment:
Number of Operating Days: Dat	tes of Operation: to
Does district operate 5 days a week?	YES NO
If no. list days of week not in session:	

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Do you use a Food Service Management Company?	YES	NO
If yes, provide the following information:		
Name of FSMC:		
Name of Contact Person:		
Telephone Number:		
Email address:		
Do you contract for storage?	YES	NO
If yes, indicate name, address, contact person and telephone number	er:	
Does your district divert USDA foods for processing?	YES	_ NO
Does your district participate in the DOD program?	YES	NO

### **Agreement**

This Agreement is between the recipient agency noted above, herein after referred to as the Recipient Agency (RA) and the Oklahoma Department of Human Services, herein after referred to as the Distributing Agency (DA) for participation in the United States Department of Agriculture (USDA) Donated Food Program.

This Agreement is a permanent agreement beginning July 1, 2018, or the date of approval by the DA, whichever is later. This Agreement may be terminated by either party by giving thirty (30) days' notice, in writing, to the other party. The Agreement is considered to be permanent with amendments made as necessary. Any failure on behalf of the RA to comply with the provisions of this Agreement, or instructions or procedures issued in connection herewith, or any Agreements entered into pursuant hereto, may, at the discretion of the DA and/or USDA, disqualify the RA from further participation in the Donated Food Program and any disqualification shall not prevent the DA from taking any other legal action through other available means, when considered necessary.

This Agreement includes related audit requirements, in compliance with 2 CFR part 400, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; 2 CFR part 415, General Program Administrative Regulations; 2 CFR part 416, General Program Administrative Regulations for Grants and Cooperative Agreements to State and Local Governments; and 2 CFR part 418, New Restrictions on Lobbying.

The RA will include the value of Commodity Assistance when performing its Child Nutrition and Audit requirements and will submit audits according to the terms of the Child Nutrition Program Agreement. USDA donated foods are purchased solely with federal funds (CFDA 10.555).

### The Recipient Agency further agrees:

- 1. To abide by the instructions and regulations issued by the DA and USDA for the storage, handling and use of foods received through the Donated Food Program, herein after referred to as commodities (7 CFR 250 and related regulations);
- 2. To use the commodities only to benefit people served in the RA established food service operation;
- 3. To request and accept commodities only in amounts that can be properly stored and used:
- 4. To maintain in inventory, including foods diverted to processors, no more than a six month usage of commodities, without prior approval of the DA;
- 5. To not sell, exchange, or dispose of commodities, including commercial processing of commodities into differ end products, without prior approval of the DA;
- 6. To provide adequate facilities and personnel to handle, store, protect and use commodities.
- 7. To ensure that storage facilities properly safeguard against theft, spoilage and other losses.

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- 8. To allow the DA and USDA to inspect, at any reasonable time, the commodities in storage and the facilities used for handling and storing commodities;
- 9. To pay an assessment fee based on a pro rata share between all participating RA's to defray the Distribution Agency cost of distribution, storage and administration of the Donated Food Program, which will include billing by the Distributing Agency;
- 10. To maintain records, and provide reports upon request to the SDA, to account for all commodities to include, but not limited to: shipping documents, invoices, receipts, inventories, processing, storage, and production records for the current year and retain any and all records for a period of three (3) years from the close of the fiscal year (October 1 to September 30) to which they pertain, unless a claim action or audit findings have not been resolved.
- 11. To maintain a perpetual inventory of all USDA commodities stored in any type of facility and at each site.
- 12. To request and receive prior approval from the State Agency prior to entering into any agreement or contract with a Food Service Management Company.
- 13. To ensure credits and rebates are received by FSMC
- 14. To reimburse the DA, according to the DA's procedures, for any improper distribution or use of commodities, or for any loss of, or damage to the commodities cause by the RA's fault or negligence;
- 15. To request approval from DA for the transfer of food to another district or nonprofit.
- 16. To maintain 501c3 nonprofit status and to notify DA if the status becomes revoked.
- 17. To retain the right to assert claims against other persons to whom commodities are delivered for care, handling or distribution, and will take action to obtain restitution in connection with claims for improper distribution, use or loss of or damage to commodities:
- 18. To comply with all requirements imposed by or pursuant to the Civil Right Act of 1964, the American Disability Act of 1990 (Public Law 101-336), Section 504 of the Rehabilitation Act of 1973, as amended, and the USDA Regulations, Chapter 7 of the Code of Federal Regulations, Part 250, including any subsequent amendments, issued to effectuate the Act; That compliance will be consistent with the objective that no persons in the United States shall, on the grounds of race, color, national origin, age, sex, or handicap be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity of Recipient Agency to which assistance is provided by the USDA; RA's obligated by this assurance as long as assistance is received thereunder or retains possession of any assistance provided by the DA or USDA; Any failure to comply may result in the DA or USDA seeking enforcement by judicial or any other means authorized by law;

#### CIVIL RIGHTS ASSURANCE STATEMENT

"The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or Form 23CD013E revised 6-10-18 may continue on the next page, page 4 of 2

otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement."

"By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant."

Print name of Authorized Representative	Title	
Signature of Authorized Representative	Date	
FOR STATE AGENCY USE ONLY Approved by Oklahoma Department of Hum	an Services	
Signature Department of Human Services Designee	Title	Date



PowerSchool LLC 150 Parkshore Dr, Folsom, CA 95630 Quote #: Q-840911-1

Quote Expiration Date: 30-SEP-2023

Sales Quote - This Is Not An Invoice

Prepared By: Ryan Luckie Customer Contact:

Customer Name: Tulsa Honor Academy Title:

Enrollment: 1,441 Address: 1421 S Sheridan Rd

Start Date: 19-SEP-2023 City: Tulsa

End Date: 6-JUL-2024 State/Province: Oklahoma

Zip Code: 74112

Country: United States

Phone #:

Prorated pricing is reflective of time period from Start Date through End Date as outlined above. This quote modifies your subscription for the products and services set forth below.

Product Description	Current Quantity	Amended Quantity	Unit	Extended Price
Initial Term 19-SEP-2023 - 6-JUL-2024 License and Subscription Fees				
PowerSchool SIS Hosted Subscription	1,192.00	304	Students	USD 3,441.28

License and Subscription Totals: USD 3,441.28

Subscription Period Total		
	Subscription Period	19-SEP-2023 - 6-JUL-2024
	Amount To Be Invoiced	USD 3,441.28

Annual Ongoing Fees as of 7-JUL-2024 - Fees subject to an annual uplift, which will be reflected on renewal quote

PowerSchool SIS Hosted Subscription 1,192.00 304 Students USD 4,313.39

Estimated Annual Ongoing Fees USD 4,313.39

Total:

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. Customer understands the above Annual Ongoing Fees for the next subscription period do not include the annual uplift, which will be applied at the time of renewal. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the main agreement executed between PowerSchool and Customer ("Main Services Agreement"). Any applicable state sales tax has not been added to this quote. Subscription Start and End Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or Main Services Agreement (e.g., services billed on time and material basis will be invoiced when such services are incurred). Notwithstanding anything to the contrary in the Main Services Agreement, if Customer pays in advance for any professional services, all professional services must be scheduled and delivered within twelve (12) months of the applicable quote start date, unless otherwise agreed in writing by PowerSchool; any portion of any prepaid amount for professional services that has not been used by Customer toward professional services rendered within such twelve (12) month period will be forfeited. Payment shall be due to PowerSchool before or on the due date set forth on the applicable invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal

purposes, and no other. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months. Treatment of purchase orders are governed as provided in the Main Services Agreement. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at: https://www.powerschool.com/MSA\_Feb2022/

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC Signature:	Tulsa Honor Academy Signature:
En Stanle	
Printed Name: Eric Shander	Printed Name:
Title: Chief Financial Officer	Title:
Date: 20-SEP-2023	Date:

\*\*\*Sales Quote - This Is Not an Invoice\*\*\*

### **FACILITY EVENT (VENUE) RENTAL AGREEMENT**

**1. THE PARTIES**. This Facility Event Rental Agreement ("Agreement") made on 10/20/23 by and between:

<u>Renter</u>: Tulsa Honor Academy with a mailing address of 1421 S Sheridan Road Tulsa, OK 74145 ("Renter"), and

<u>Landlord</u>: Plaza Santa Cecilia with a mailing address of 2160 S Garnett Road Tulsa, OK 74129 ("Landlord").

Landlord and Renter are each referred to herein as a "Party" and, collectively, as the "Parties."

- **2. VENUE**. The Renter agrees to temporarily lease, occupy, and make use of the Landlord's space located at:
  - a.) Property Address: of 2160 S Garnett Road Tulsa
  - b.) Description: Indoor Mall
  - c.) Use of Venue: Company Party

Hereinafter known as the "Venue."

- 3. LEASE PERIOD. The Renter shall have access to use the Venue for:
  - a.) Start Date: December 8, 2023
  - b.) End Date: December 8, 2023
  - c.) Start Time: 6:30 □ AM ⊠ PM
  - d.) End Time: 9:00 □ AM ⊠ PM

Hereinafter known as the "Lease Period."

- **4. RENT**. To lease the Venue, the Renter agrees to pay: (check one)
  - □ A Flat Fee. A total of \$500.

Hereinafter known as the "Rent."

- **5. DEPOSIT**. The Landlord requires: (check one)
  - ☑ NO Deposit.
- **6. OVERTIME**. If, for any reason, the Renter overstays the Lease Period, the Landlord shall: (check one)



- **7. PAYMENT**. The Renter shall be required to pay the Rent upon: (check one)
  - □ Specific Date. By 12/11/23.
- **8. METHODS OF PAYMENT**. The Landlord's acceptable methods of payment are as follows: (check all that apply)
  - □ Check
- **9. CHANGES**. Changes to this Agreement by the Renter: (check one)
  - ☐ **CANNOT be Made**. Unless the Landlord grants written consent, no changes can be made to this Agreement.
  - □ Can be Made. A change or cancellation of this Agreement is allowed no sooner than 1 days prior to the Lease Period ("Grace Period"). No change or cancellation will be honored if it falls after the aforementioned Grace Period.
- **10.LATE FEES**. If a payment due by the Renter is not made within the requirements mentioned in this Agreement, there will be: (check one)
  - ☑ NO Late Fee. There shall be no late fee due by the Renter.
- **11. CLEANUP**. At the end of the Lease Period, the Renter: (check one)
- **12. INSURANCE**. The Renter is: (check one)
  - ☑ NOT Required to Obtain Insurance. The Renter is not required to obtain insurance. The Renter shall be solely responsible for any bodily injury, property damage, or any other actions that may occur at the Venue during the Lease Period.
- **13. DISPUTE RESOLUTION**. Should any dispute arise between the Parties regarding the interpretation, rights, duties, or liabilities under this Agreement, both Parties agree to engage in good faith negotiations to resolve the dispute for a period of no less than thirty (30) days before initiating any legal proceedings. If the dispute cannot be resolved through direct negotiation, both Parties agree to seek



resolution of the dispute through a neutral, mutually agreed-upon mediator, before resorting to arbitration or litigation. The Parties agree to share equally in the costs of the mediation process.

If mediation is unsuccessful, both Parties agree to submit the dispute to binding arbitration under the rules of a mutually agreed-upon arbitration service. The arbitration shall occur in the same jurisdiction as the Venue. The arbitrator's decision shall be final and legally binding, and judgment may be entered thereon. Each Party will bear its own costs and fees associated with the arbitration.

In the event of litigation relating to this Agreement, each Party will bear its own attorney's fees and costs.

- **14. HOLD HARMLESS**. The Renter shall be liable for any physical damages to the Venue, legal actions, and/or loss of reputation or business opportunities that the Landlord may incur as a consequence of the actions by the Renter or any of the Renter's guests or attendees during the Lease Period. The Renter agrees to indemnify and hold harmless the Landlord against any and all legal actions which may arise from the Renter's use of the Venue and the following:
  - a.) Right to Cancel. The Landlord reserves the right to cancel this Agreement at any time and for any reason upon providing at least 30 days' written notice to the Renter. If the Landlord cancels this Agreement for reasons other than a breach of this Agreement by the Renter, the Landlord agrees to refund the Renter any amounts already paid, including the Deposit.
  - b.) Failure to Comply. The Landlord, for any reason and at their sole discretion, may terminate this Agreement if the Renter fails to comply with any term of this Agreement or if the Landlord determines that the Renter's use of the Venue poses an unacceptable risk of damage or harm.
  - c.) Natural Disasters. If the Landlord is unable to make the Venue available for any reason outside of their control, including, but not limited to, damage to the Venue, local emergencies, acts of God, or any other types of natural disasters, this Agreement shall be canceled by the Landlord. In such an event, the Landlord agrees to refund the Renter any amounts already paid, including the Deposit.
- **15. SEVERABILITY**. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.
- **16. GOVERNING LAW**. This Agreement shall be governed under the laws in the State where the Venue is located.

**17.ENTIRE AGREEMENT**. This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Renter and Landlord.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above. Each individual signing below on behalf of a Party hereby represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this Agreement on behalf of said Party.

Renter's Signature:	Date:
Print Name:	
Landlord's Signature:	Date:
Print Name:	

### PHLY Customer Service

### VISIT MyPHLY.COM TO GET STARTED



### **MyPHLY ONLINE PORTAL**

- Enhanced Self Service Options and Mobile Browsing
- View Payment History, Invoices, and Policy Documents
- Report and Search Claims
- Direct Deposit Commission Payments
- Edit User Profile and Contact Information



### **DIRECT CUSTOMER BILLING BENEFITS**

- •Receive invoice direct from PHLY
- •Go Paperless with e-billing
- •Never forget a payment with PHLY Recurring Payments
- •Flexible Payment Plans
- Automated Payment Application for faster processing



### **PAYMENT OPTIONS**

- Online PHLY.com/MyPHLY
- Phone 877.438.7459, option 1
- Mail P.O. Box 70251, Philadelphia, PA 19176-0251



### ON DEMAND CUSTOMER SERVICE ACCESS

- Live Chat PHLY.com
- Phone 877.438.7459
- Email service@phly.com
- Hours: Monday Friday 8:30 a.m. 8:00 p.m. ET



The PHLY Difference

800.873.4552 **PHLY.com** 

A Member of the Tokio Marine Group



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### The PHLY Difference



### **PHLY Customer** Service

### **Exceptional Customer Service**

- Net Promoter Score among the industry's best
- Voice of the Customer empowers customer feedback
- Self Service at MyPHLY.com
- Direct Bill with payment plans
- Dedicated billing representative

### PHLY RISK MANAGEMENT SERVICES

### **Complimentary & Tailored Risk Management**

- PHLYTrac GPS Program
- SmarterNow Online Learning Management System
- Abuse Prevention Systems Program
- PHLYSense Temperature/Water Monitoring Program



### **Best in class Claims Experience**

- 96%+ Customer Satisfaction Rating
- Industry and Type-of-Loss Claims Specialists
- In-house Recovery and Subrogation
- Claim-specific reserving practices



### TEAMPHLY - working for you!

- Marketing/Underwriting/Account Management team advocating on your behalf
- Account Stewardship
- Giving back to local communities



### **Industry Leading coverages**

- Full Suite of coverages package, automobile, umbrella, D&O, Cyber, A&H, Environmental, Surety
- Industry specific coverage enhancements
- Admitted & Non-admitted



Hear what our agents are saying about their experience with The PHLY Difference.

**Learn more: ThePHLYDifference.com** 

800.873.4552 | PHLY.com

Philadelphia Insurance Companies is the marketing name for the insurance company subsidiaries of the Philadelphia Consolidated Holding Corp., a Member of the Tokio Marine Group. Coverage(s) described may not be available in all states and are subject to underwriting and certain coverage(s) may be provided by a surplus lines insurer. Surplus lines insurers do not generally participate in state guaranty funds and insureds are therefore not protected by such funds. | © 2021 Philadelphia Consolidating Holding Corp., All Rights Reserved.







### Risk Management Services

### PHLY RMS RESOURCES

Welcome to Philadelphia Insurance Companies (PHLY)! As a PHLY customer, your organization now has access to tools and services that can assist in your risk management efforts. Our Risk Management Services (RMS) Consultants can provide inperson assistance, from leading employee safety meetings to providing valuable guidance regarding safety best practices.

PHLY also provides various risk management tools and resources at little or no additional cost to your organization.

To access these resources, please take a moment to <u>register on our website</u>. If you already have an account on PHLY.com, please <u>log in</u> to access Risk Management Services resources.

### **Risk Management Resources**

We encourage you to explore the following risk management resources:

### **PHLY**TRAC

**PHLYTrac:** PHLY's telematics tool providing an online dashboard that tracks location, speeding, hard breaking, and other fleet statistics - PROVIDED AT NO COST TO ELIGIBLE PHLY CUSTOMERS!

**PHLY**TRAC



**IntelliCorp:** Provides a discounted background check package as well as discounted pricing for add-on services, such as Motor Vehicle Reports (MVRs). <a href="IntelliCorp">IntelliCorp</a>



The **PHLY**Sense System is a property monitoring tool that uses a sensor to provide immediate alerts to hazardous property conditions, such as low temperature or the presence of moisture. Provided at no cost to our customers with property coverage.

**PHLY**SENSE



**SmarterNow:** PHLY's no-cost Learning Management System that provides online training, assignment, and reporting capabilities. Trainings include defensive driver, discrimination in the workplace, security awareness, and many more **SMARTERNOW!** 



Abuse Prevention Resources: Online training and policy support to help improve the safety of child-serving operations (at no cost to our customers with Abuse coverage)

Abuse Prevention System



**Wilson Elser Hotline:** Provides two hours of legal consultation per occurrence. Provided at no cost for our Management and Professional and EPLI policyholders. Wilson Elser

### CONTACT

For questions about your organization's risk management needs and information on PHLY's Risk Management Services please contact PHLY RMS: Phone: 1.800.873.4552 #4 (Mon-Fri 8:30 a.m. - 5:00 p.m. ET)

E-mail: phlyrms@phly.com

### 800.873.4552 | PHLY.com

### The PHLY Difference

Philadelphia Insurance Companies is the marketing name for the insurance company subsidiaries of the Philadelphia Consolidated Holding Corp., a Member of the Tokio Marine Group. Coverage(s) described may not be available in all states and are subject to underwriting and certain coverage(s) may be provided by a surplus lines insurer. Surplus lines insurers do not generally participate in state guaranty funds and insureds are therefore not protected by such funds. | © 2021 Philadelphia Consolidating Holding Corp., All Rights Reserved.





### ADVISORY NOTICE TO POLICYHOLDERS

## COMMERCIAL GENERAL LIABILITY COVERAGE VOLUNTEER FIRE DEPARTMENT COMMERCIAL LIABILITY COVERAGE FARM LIABILITY COVERAGE COMMERCIAL UMBRELLA LIABILITY COVERAGE

This is a summary of changes in your policy. No coverage is provided by this summary nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.** 

The major areas within the policy that broaden, reduce or clarify coverage, and other changes, are highlighted below. This notice does not reference every editorial change made in your policy.

The material in this notice makes reference to endorsement numbers; however, not all forms are included in a particular policy. You should review your Declarations to see what form(s) apply to your policy.

Your policy is being renewed with the following endorsement:

TOTAL EXCLUSION - PERFLUORINATED COMPOUNDS (PFC) / PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS) - PI-GL-042 (04/22)

TOTAL EXCLUSION - PERFLUORINATED COMPOUNDS (PFC) / PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS) - ALASKA- PI-GL-042 AK (04/22)

TOTAL EXCLUSION - PERFLUORINATED COMPOUNDS (PFC) / PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS) - OREGON- PI-GL-042 OR (04/22)

TOTAL EXCLUSION - PERFLUORINATED COMPOUNDS (PFC) / PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS) - WASHINGTON - PI-GL-042 WA (04/22)

TOTAL EXCLUSION – PERFLUORINATED COMPOUNDS (PFC) / PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS) – PI-VF-057 (04/22)

TOTAL EXCLUSION - PERFLUORINATED COMPOUNDS (PFC) / PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS) - ALASKA - PI-VF-057 AK (04/22)

TOTAL EXCLUSION – PERFLUORINATED COMPOUNDS (PFC) / PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS) – OREGON- PI-VF-057 OR (04/22)

TOTAL EXCLUSION - PERFLUORINATED COMPOUNDS (PFC) / PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS) - WASHINGTON - PI-VF-057 WA (04/22)

This exclusion excludes coverage for liability arising out of, in any way related to, or would not have occurred in whole or in part for the actual or alleged exposure to Perfluorinated Compounds (PFC) / Per- and Polyfluoroalkyl Substances (PFAS).

If you have purchased a Farmowners Policy, the following may apply:

TOTAL EXCLUSION – PERFLUORINATED COMPOUNDS (PFC) / PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS) – PI-FOL-032 (04/22)

TOTAL EXCLUSION – PERFLUORINATED COMPOUNDS (PFC) / PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS) – OREGON - PI-FOL-032 OR (04/22)

TOTAL EXCLUSION - PERFLUORINATED COMPOUNDS (PFC) / PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS) - WASHINGTON - PI-FOL-032 WA (04/22)

\_\_\_\_\_\_

This exclusion excludes coverage for liability arising out of, in any way related to, or would not have occurred in whole or in part for the actual or alleged exposure to Perfluorinated Compounds (PFC) / Per- and Polyfluoroalkyl Substances (PFAS).

If you have also purchased a Commercial Umbrella Liability or Commercial Excess Policy, the following may apply:

TOTAL EXCLUSION – PERFLUORINATED COMPOUNDS (PFC) / PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS) – PI-CXL-137 (04/22)

TOTAL EXCLUSION - PERFLUORINATED COMPOUNDS (PFC) / PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS) - ALABAMA - PI-CXL-137 AL (04/22)

TOTAL EXCLUSION - PERFLUORINATED COMPOUNDS (PFC) / PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS) - ALASKA - PI-CXL-137 AK (04/22)

TOTAL EXCLUSION - PERFLUORINATED COMPOUNDS (PFC) / PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS) - WASHINGTON - PI-CXL-137 WA (04/22)

This endorsement adds an exclusion to the Umbrella or Commercial Excess policy for claims arising out of the, in any way related to, or would not have occurred in whole or in part for the actual or alleged exposure to Perfluorinated Compounds (PFC) / Per- and Polyfluoroalkyl Substances (PFAS).



### The Allen J. Flood Companies, Inc.

A Subsidiary of Philadelphia Insurance Companies

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One Bala Plaza, Suite 100 Bala Cynwyd, Pennsylvania 19004 610.617.7900 Fax 610.617.7940 PHLY.com

### PROPOSAL FOR INSURANCE

**Quotation Number: 16658084 Proposal Date:** 09/26/2023

Named Insured and Mailing Address:

Tulsa Honor Academy 209 S Lakewood Ave Tulsa, OK 74112-1713 Producer: 2426

Rich & Cartmill, Inc. 2738 E 51st St Ste 400 Tulsa, OK 74105

Contact: Michelle Brinkman Phone: (918)743-8811 **Fax:** (918)744-8429

**Insurer:** Philadelphia Indemnity Insurance Company

Policy Period From: 11/09/2023 **To:** 11/09/2024

Proposal Valid Until: 11/09/2023 at 12:01 A.M. Standard Time at your mailing address shown above.

**Product:** Specialty Schools **Submission Type:** Renewal Business

**PHLY Representative:** Collet, Justin V.

PHLY Representative Phone: (913) 333-5020 **Email:** Justin.Collet@phly.com

Underwriter: Covault, Cara S.

**Underwriter Phone:** Email: Cara.Covault@phly.com (913) 333-4441

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO EXTEND INSURANCE AS STATED IN THIS PROPOSAL.

THIS PROPOSAL CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Commercial General Liability Coverage Part Commercial Auto Coverage Part Sexual/Physical Abuse or Molestation Liability UltimateCover Coverage Part Cyber Security Liability Endorsement 10,606.00 \$ 908.00 1,931.00 65,803.00

The Total Premium includes Federal Terrorism Risk Insurance Act Premium in the amount of:

79,351.00 **TOTAL** \$ 1,846.00

**PREMIUM** 

**Bill Plan Options:\*** 

\_25% Down and 9 Consecutive Monthly Installments - Combined minimum premium must be \$6,000 \_25% Down and 5 Consecutive Monthly Installments - Combined minimum premium must be \$3,333 \_\_25% Down and 3 Consecutive Monthly Installments - Combined minimum premium must be \$2,000 \_50% Down and 2 Consecutive Monthly Installments - Combined minimum premium must be \$2,000

30% Down and 3 Quarterly Installments - Combined minimum premium must be \$2,150

Premiums under \$2,000 are Fixed Annual billing

\*Bill plan options are only available for Direct Bill customers. All others require Fixed Annual billing

The premium shown is subject to the following terms and conditions:

One Bala Plaza, Suite 100 Bala Cynwyd, Pennsylvania 19004 610.617.7900 Fax 610.617.7940 PHLY.com

> Proposal Date: 09/26/2023 Quotation Number: 16658084

### Named Insured: Tulsa Honor Academy

### The premium shown is subject to the following terms and conditions:

- \* Any taxes, fees or surcharges included in the total premium shown on the proposal are not subject to installment billing.
- \* A maximum per installment fee of \$5.00 may be included (some states may vary).



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> Proposal Date: 09/26/2023 Quotation Number: 16658084

### Named Insured: Tulsa Honor Academy

The producer placing this policy may receive commission and additional underwriting profit share incentives. These incentives are based on the underwriting performance of this producer's book of business. Any questions about the nature of this compensation should be directed to the producer.

In order to complete the underwriting process, we require that you send us the additional information requested in the "conditions" section of this proposal. We are not required to bind coverage prior to our receipt, review and underwriting approval, of said additional information. However, if we do bind coverage, it shall be for a temporary period of not more than 30 days. Such temporary binding of coverage shall be void ab initio ("from the beginning") if we have not received, reviewed and approved in writing such materials within 15 days from the effective date of the temporary binder. This 30 day temporary conditional binder may be extended only in writing signed by the Insurer. Payment of premium shall not operate to extend the binding period or nullify the automatic voiding as described above.

This quotation is strictly conditioned upon no material change in the risk occurring between the date of this proposal and the inception date of the proposed policy (including any claim or notice of circumstances that which may reasonably expected to give rise to a claim under any policy of which the policy being proposed by this letter is a renewal or replacement). In the event of such change in risk, the Insurer may in its sole discretion, whether or not this quotation has been already accepted by the Insured, modify and/or withdraw this quotation.

Subject to the terms and conditions outlined above and prior to the quote expiration date, this quote may be bound by signing and dating below and by initialing, on the previous page, the option to be bound. This form will then act as the binder of coverage for 30 days from the date signed and may be distinguished by the Quotation number on page 1. This binder is only valid for 30 days.

No coverage is afforded or implied unless shown in this proposal.

This proposal does not constitute a binder of insurance.

This proposal is strictly limited to the terms and conditions herein. Any other coverage extensions, deletions or changes requested in the submission are hereby rejected.

Signature of Authorized Insurance Representative	Date

Policy Number: 16658084 Named Insured: Tulsa Honor Academy



A Member of the Tokio Marine Group

One Bala Plaza, Suite 100 Bala Cynwyd, Pennsylvania 19004 610.617.7900 Fax 610.617.7940 PHLY.com

Terrorism Premium (Certifie	ed Acts) \$	1,846.00	_

### DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE REJECTION OPTION

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT'S FEDERAL SHARE OF TERRORISM LOSSES IS 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Your attached proposal (or policy) includes a charge for terrorism. We will issue (or have issued) your policy with terrorism coverage unless you decline by placing an "X" in the box below.

**NOTE 1:** If "included" is shown on your proposal (or policy) for terrorism you WILL NOT have the option to reject the coverage.

**NOTE 2:** You will want to check with entities that have an interest in your organization as they may require that you maintain terrorism coverage (e.g. mortgagees).

**EXCEPTION:** If you have property coverage on your policy, the following Standard Fire Policy states do not permit an Insured to reject fire ensuing from terrorism: CA, CT, GA, HI, IA, IL, MA, ME, MO, NJ, NY, NC, OR, RI, VA, WA, WV, WI. Therefore, if you are domiciled in the above states and reject terrorism coverage, you will still be charged for fire ensuing from terrorism as separately designated on your proposal.

I decline to purchase terrorism coverage. I understand that I will have no
coverage for losses arising from "certified" acts of terrorism, EXCEPT as
noted above.

You, as the Insured, have 30 days after receipt of this notice to consider the selection/rejection of "terrorism" coverage. After this 30 day period, any request for selection or rejection of terrorism coverage WILL NOT be honored.

**REQUIRED IN GA – LIMITATION ON PAYMENT OF TERRORISM LOSSES** (applies to policies which cover terrorism losses insured under the federal program, including those which only cover fire losses)

The provisions of the Terrorism Risk Insurance Act, as amended, can limit our maximum liability for payment of losses from certified acts of terrorism. That determination will be based on a formula set forth in the law involving the national total of federally insured terrorism losses in an annual period and individual insurer participation in payment of such losses. If one or more certified acts of terrorism in an annual period causes the maximum liability for payment of losses from certified acts of terrorism to be reached, and we have satisfied our required level of payments under the law, then we will not pay for the portion of such losses above that maximum. However, that is subject to possible change at that time, as Congress may, under the Act, determine that payments above the cap will be made.

INSURED'S SIGNATURE		
DATE		



One Bala Plaza, Suite 100 Bala Cynwyd, Pennsylvania 19004 610.617.7900 Fax 610.617.7940 PHLY.com

> Proposal Date: 09/26/2023 Quotation Number: 16658084

## Named Insured: Tulsa Honor Academy

**LOCATION SCHEDULE** 

Loc Bldg

#	#	Address #1	Address #2	City	St	Zip
0001	0001	1421 S Sheridan Rd		Tulsa	OK	74112-6619
0002	0001	209 S Lakewood Ave		Tulsa	OK	74112-1713



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> Proposal Date: 09/26/2023 Quotation Number: 16658084

### **FORM SCHEDULE**

Named Insured: Tulsa Honor Academy

Form	Edition	Description
CDC Parents	0510	A Fact Sheet For Parents
CDC Youth Sports	0610	A Fact Sheet For Athletes
BJP-190-1	1298	Commercial Lines Policy Jacket
OK Fracking Notice	1215	OK Notice: Earthquakes From Oil And Gas Activities
PI-FEES-NOTICE 1	1119	Notice Late/Non-Sufficient Funds/Reinstatement Fee
PP2020	0220	Privacy Notice For Commercial Lines
CPD-PIIC-CW	0221	Common Policy Declarations
PI-LOC-SCH	0820	Location Schedule
PI-MORT-SCH	0820	Mortgagee Schedule
PI-BELL-1	1109	Bell Endorsement
PI-CME-1	1009	Crisis Management Enhancement Endorsement
IL0017	1198	Common Policy Conditions
IL0021	0908	Nuclear Energy Liability Exclusion Endorsement
IL0174	0702	Oklahoma Changes - Appraisal
IL0177	1010	Oklahoma Chgs-Concealment, Misrepresentation or Fraud
IL0179	1002	Oklahoma Notice
IL0236	0907	Oklahoma Changes - Cancellation and Nonrenewal
PI-ACL-001 OK	1218	Absolute Cyber Liability And Electronic Exclusion
PI-PROF-002	0620	Absolute Communicable Disease Exclusion - Prof Liab
PI-SAM-018 OK	0519	Absolute Abuse or Molestation Exclusion Oklahoma
PI-TER-DN1	0121	Disclosure Notice Of Terrorism Ins Coverage Rejection
CVDCU3	1012	Pusiness Auto Declarations
CADS03 Hired Or Borrowed Auto	1013	Business Auto Declarations
		Schedule Of Hired Or Borrowed Covered Auto
CA0001	1013	Business Auto Coverage Form
CA0132	1013	Oklahoma Changes
PI-AUT-001	0116	Cap On Losses From Certified Acts Of Terrorism
PI-CYBE-001 OK	1215	Cyber Security Liability Endorsement
PI-GL NOTICE	0221	Advisory Notice To Policyholders
Gen Liab Dec	1004	Commercial General Liability Coverage Part Declaration
Gen Liab Schedule	0100	General Liability Schedule
CG0001	0413	Commercial General Liability Coverage Form
CG0109	1185	Kansas and Oklahoma Transfer of Rights
CG2106	0514	Excl-Access/Disclosure-With Ltd Bodily Injury Except
CG2116	0413	Exclusion - Designated Professional Services
CG2132	0509	Communicable Disease Exclusion
CG2147	1207	Employment-Related Practices Exclusion
CG2167	1204	Fungi or Bacteria Exclusion
		-



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### FORM SCHEDULE

Named Insured: Tulsa Honor Academy

Form	Edition	Description
CG2170	0115	Cap On Losses From Certified Acts Of Terrorism
CG2230	0798	Exclusion - Corporal Punishment
CG2271	0413	Colleges Or Schools (Limited Form)
CG2401	1204	Non-Binding Arbitration
PI-GL-001	0894	Exclusion - Lead Liability
PI-GL-002	0894	Exclusion - Asbestos Liability
PI-GL-038	0920	Excl - Educational Inst Security Protection Liability
PI-GL-042	0422	Total Exclusion - PFC/PFAS
PI-GLD-VS	0517	General Liability Deluxe Endorsement: Schools
PI-SAM-006	0117	Abuse Or Molestation Exclusion
PI-SE-001	0720	Special Events Endorsement
PI-SAM-008D	0117	Abusive Conduct Liability Coverage Policy Dec
PI-ARB-2	0403	Non-Binding Arbitration
PI-SAM-008	0519	Abusive Conduct Liability Coverage Form
CP P 003	0706	Excl of Loss Due to Virus or Bacteria Advisory Notice
PI-ULTD-002	1198	Property Coverage Part Declarations
PI-ULTD-005	0513	Additional Coverage Summary Declarations
CP0090	0788	Commercial Property Conditions
CP0140	0706	Exclusion of Loss Due to Virus or Bacteria
IL0415	0498	Protective Safeguards
PI-CP-114	0717	Addl Property Not Covered - Inflatable Structures
PI-ULT-007	1198	Property Coverage Form
PI-ULT-008	1198	Causes of Loss Form
PI-ULT-009	1198	Crime Coverage Form
PI-ULT-010	1198	Business Income with Extra Expense Coverage Form
PI-ULT-015	1198	Agreed Value Endorsement
PI-ULT-018	0216	Windstorm Or Hail Percentage Deductible
PI-ULT-023	0701	Boiler and Machinery Endorsement
PI-ULT-056	0599	Oklahoma Changes - Replacement Cost Endorsement
PI-ULT-072	0321	Limitations On Fungus, Wet Rot, Dry Rot And Bacteria
PI-ULT-83	0401	Loss of Income due to Workplace Violence
PI-ULT-085	0516	Cap On Losses From Certified Acts Of Terrorism
PI-ULT-088	0419	Changes - Electronic Data
PI-ULT-089	0605	Multiple Deductible Form
PI-ULT-099	0207	Elite Property Enhancement: Academic Schools
PI-ULT-142	0814	Collapse - Exclusion And Additional Coverage Re-Stated
PI-ULT-148	1016	Boiler And Machinery - Separate Deductible Endorsement
PI-ULT-149	0615	Increased Ordinance Or Law Limits



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### FORM SCHEDULE

Form Edition Description

Named Insured: Tulsa Honor Academy

PI-ULT-238 0119 Continuous Or Repeated Water Damage Exclusion

PI-ULT-257 0322 Flood Redefined



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> Proposal Date: 09/26/2023 Quotation Number: 16658084

> > **Total:** \$ 103.00

### Named Insured: Tulsa Honor Academy

### CYBER SECURITY LIABILITY ENDORSEMENT

### **Coverage Limits:**

	5 5		
A.	Security Event Costs		\$ 25,000 each Security Event
B.	Network Security and I	Privacy Liability Coverage	\$ 25,000 each Claim
C.	<b>Employee Privacy Liab</b>	oility Coverage	\$ 25,000 each Claim
D.	Customer Notification	Expenses Sublimit	\$ 15,000 each Security Event
E.	Public Relations Exper	nses Sublimit	\$ 15,000 each Security Event
Cyt	per Security Endorseme	ent Aggregate Limit of Insurance	\$ 25,000 all Loss
Thi	s endorsement is subje	ct to the Aggregate Limit shown	
in tl	he Declarations of the fo	ollowing Coverage Part:	
Cov	verage Part: General	Liability	
Agg	gregate Limit: \$	2,000,000	

## Deductibles (applicable only to the following):

### **Insuring Agreements**

Α.	Security Event Costs	\$ 1,000 each Security Event
B.	Network Security and Privacy Liability Coverage	\$ 1,000 each Claim
C.	Employee Privacy Liability Coverage	\$ 1,000 each Claim

Continuity

Retroactive

### **Continuity and Retroactive Dates:**

Ins	suring Agreements	Date	Date
A.	Security Event Costs	N/A	08/01/2020
B.	Network Security and Privacy Liability Coverage	08/01/2020	08/01/2020
C.	Employee Privacy Liability Coverage	08/01/2020	08/01/2020

### ADVISORY NOTICE TO POLICYHOLDERS

This is a summary of changes in your policy. No coverage is provided by this summary nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.** 

The major areas within the policy that broaden or reduce coverage, and other changes, are highlighted below. This notice does not reference every editorial change made in your policy.

### PI-GL-038 (09/20) – EXCLUSION-EDUCATIONAL INSTITUTIONS SECURITY PROTECTION LIABILITY

\_<del>\_</del>\_\_\_\_\_

**PI-GL-038 (09/20)**, **EXCLUSION-EDUCATIONAL INSTITUTIONS SECURITY PROTECTION LIABILITY** will be attached to your renewal policy.

 $This \ endorsement \ will \ clarify \ our \ intent \ and \ will \ exclude \ all \ law \ enforcement \ liability.$ 

Coverage for law enforcement liability may be available to you in our Educational Institutions Security Protection Liability product. Please contact your agent or broker if you are interested in purchasing this coverage.



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> > Total:

10,606.00

Named Insured: Tulsa Honor Academy Quotation Number: 16658084

.

**GENERAL LIABILITY** 

Each Occurrence Limit \$ 1,000,000 Liability Type: OCCURRENCE

Personal and Advertising Injury Limit \$ 1,000,000

General Aggregate Limit (Other Than Products – Completed operations) \$ 2,000,000

Products/Completed Operations Aggregate Limit \$ 2,000,000

Rented to You Limit \$ 100,000

Medical Expense Limit (Any One Person) \$ 5,000

	···Classifications	Class Code	Premium Base	Prem/Op BI/PD Ded	Products BI/PD Ded	Exposure	Premium
OKLAHO	MA						
LOC 1	SCHOOL-PUBLIC-ELEM/KINDERGARTN	47471	STUDENT	NONE		696	\$ 5,205.00
LOC 1	SCHOOL-PUBLIC-HIGH	47473	STUDENT	NONE		453	\$ 4,440.00
LOC 2	SCHOOL-PRIVATE-HIGH-NFP	47478	STUDENT	NONE		IF ANY	\$ 0.00
	LIABILITY DELUXE	4444					\$ 961.00



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Named Insured: Tulsa Honor Academy

SPECIAL COVERAGES Total: \$ 1,931.00

Classifications
OKLAHOMA

SEXUAL/PHYSICAL ABUSE OR MOLESTATION-OCCURRENCE
Occurrence Limit:
Aggregate Limit:
Abuse Deductible: NONE

\$ 1,931.00
\$ 300,000
\$ 600,000



Named Insured: Tulsa Honor Academy

Liab Limit (per 1000)

A Member of the Tokio Marine Group

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1,000

**Proposal Date:** 09/26/2023 **Quotation Number:** 16658084

908.00

Auto Common Sub Total: \$ 907.00

Auto Common

			Pre	emium
HIRED CAR Liab Limit (per 1000)	ОК	\$ 1,000	\$	143.00
NON-OWNED	OK		\$	764.00



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## **AUTO SYMBOLS – Summary of Coverages**

Named Insured: Tulsa Honor Academy

Liability	08, 09
Personal Injury Prot	
Added Personal Injury Prot	
PPI	
Medical	
Medical Exp & Income Loss Ben (VA only)	
Uninsured Motorists	
Underinsured Motorists	
Garagekeepers Comprehensive	
Garagekeepers Specified Causes of Loss	
Garagekeepers Collision	
Comprehensive	
Specified Causes of Loss	
Collision	
Towing	



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> > Total: \$

65,803.00

Named Insured: Tulsa Honor Academy

**ULTIMATECOVER** 

LOCATIO Loc/Bldg	N COVERAGES Coverage	Limit	Premium
1-1	BUILDING Deductible: 10000, Coinsurance: 100%, Wind/Hail Ded: 2% W/H, Agreed Value: YES	\$ 20,658,730	\$ 54,721.00
1-1	BUSINESS PERSONAL PROPERTY Deductible: 10000, Coinsurance: 100%, Wind/Hail Ded: 2% W/H, Agreed Value: YES	\$ 750,000	\$ 2,302.00
1-1	BUS INCOME  Deductible (hours): 72, Coinsurance: 80%, Agreed Value: , Agreed Value Limit: NONE, Extra Expense: YES, Extended Period: NONE, Monthly Limitation: NONE, Ordinary Payroll: FULL	\$ 1,200,519	\$ 2,400.00
1-1	TERRORISM		\$ 1,783.00
2-1	BUSINESS PERSONAL PROPERTY Deductible: 10000, Coinsurance: 100%, Wind/Hail Ded: 2% W/H, Agreed Value: YES	\$ 300,000	\$ 795.00
2-1	TERRORISM		\$ 24.00

PROPERTY ELITE - ACADEMIC SCHOOLS



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## Named Insured: Tulsa Honor Academy

### **ULTIMATECOVER**

Coverage	Limit/Ded	Premium
BOILER MACHINERY/EQUIPMENT BREAKDOWN (SEE FORM)		\$ 2,475.00
INCR ORD OR LAW LIMITS		\$ 910.00
DEMOLITION COSTS	2,000,000	
INCREASED COSTS OF CONSTRUCTION	2,000,000	



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## Named Insured: Tulsa Honor Academy

### **ULTIMATECOVER**

### **CRIME**

For the Additional Coverages and Coverage Extensions shown below, if a Superceding Limit of Insurance is shown, that Superceding Limit is the applicable Limit of Insurance

Coverage	Lim	nit of Ins	Deductible	Superceding Limit	Superceding Deductible	Premium
Money & Securities (inside)	\$	5,000	\$ 500			
Money & Securities (outside)	\$	5,000	\$ 500			
Money Order/Counterfeit Currency	\$	5,000	\$ 500			
Kidnap, Ransom, Extortion	\$	25,000	None			
Forgery or Alteration						
Computer Fraud						
Employee Dishonesty	\$	60,000	\$ 1,000			\$ 393.00

### ADDITIONAL POLICY COVERAGES - subject to the Limit of Insurance shown below:

Coverage	Limit of Insurance
Brands and Labels	Included in Policy Limits
Claims Expense	\$ 10,000
Contract Penalty Clause	\$ 25,000
Computer Property	Included in Personal Property Limits
Excavation & Landscaping	\$ 25,000
Fine Arts	\$ 25,000
Fines for False Alarms	\$ 5,000
Fire Department Service Charge	\$ 50,000
Fire, Sprinkler or Burglar Alarm Upgrade	\$ 50,000
Fish in Aquariums	\$ 1,000
Glass	Included in Policy Limits
Guard Dogs	\$ 1,000
Lost Key Replacement	\$ 2,500
Newly Acquired Property	\$ 1,000,000 Blanket Limit Real & Personal
New Construction	\$ 500,000
Ordinance or Law – Undamaged Portion	Included in Building Limit
Ordinance or Law – Demolition	\$ 250,000
Ordinance or Law – Incr. Cost or Construction	\$ 250,000
Personal Effects – Portable Electronic Equip away from premises	\$ 1,000
Personal Effects – Premises	\$ 25,000
Personal Effects – Spouses	\$ 500
Personal Effects – Worldwide	\$ 1,000
Pollutant Cleanup & Removal	\$ 25,000
Precious Metals	\$ 2,500
Signs	Included in Personal Property Limits
Theft Damage to Building	Included in Personal Property Limits
Utility Service – Direct Damage	\$ 10,000
Voluntary Parting	\$ 10,000

For the Additional Coverages and Coverage Extensions shown below, if a Superceding Limit of Insurance is shown, that Superceding Limit is the applicable Limit of Insurance

Coverage	Lim	nit of Insurance	Superceding Limit	Premium
Accounts Receivable	\$	250,000		
Arson Reward	\$	25,000		
Computer Virus	\$	2,500		
Consequential Damage	\$	25,000		
Debris Removal	\$	250,000		
Pers Prop at Unspecified Premises	\$	100,000		
Pers Prop in Transit	\$	50,000		
Valuable Papers	\$	250,000		

### ADVISORY NOTICE TO POLICYHOLDERS

### NOTICE OF REDUCTION IN COVERAGE

This is a summary of changes in your policy. No coverage is provided by this summary nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

The major areas within the policy that broaden or reduce coverage, and other changes, are highlighted below. This notice does not reference every editorial change made in your policy.

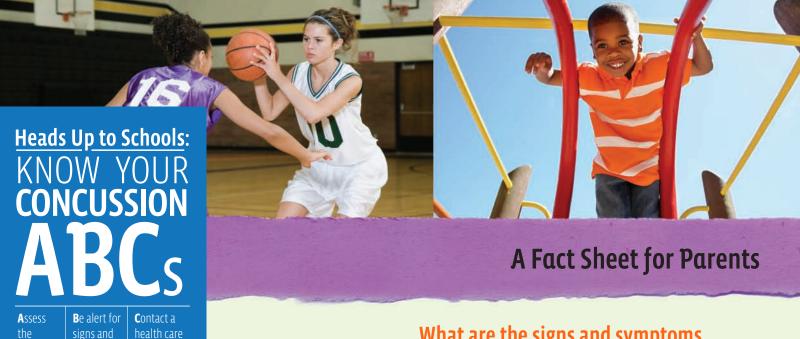
Your policy is being renewed with the following endorsement:

### PI-ULT-257 (03/22) - FLOOD REDEFINED

This endorsement amends the Flood definition in the Ultimate Cover Causes of Loss Form by adding the following as part of the definition. The Causes of Loss Form excludes anything defined as Flood in the policy.

- Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment caused in whole or in part by flood as redefined in the endorsement, regardless of how the water enters the building, including but not limited to water that backs up from a sewer or drain a way from your premises;
- Water under the ground surface pressing on, or flowing or seeping through:
  - Foundations, walls, floors or paved surfaces;
  - o Basements, whether paved or not; or
  - Doors, windows or other openings; or
- Waterborne material carried or otherwise moved by any of the water referred to in the endorsement or material carried or otherwise moved by mudslide or mudflow;

Whether natural or man-made.



### What is a concussion?

professional

A concussion is a type of brain injury that changes the way the brain normally works. A concussion is caused by a bump, blow, or jolt to the head. Concussions can also occur from a blow to the body that causes the head and brain to move rapidly back and forth. Even what seems to be a mild bump to the head can be serious.

Concussions can have a more serious effect on a young, developing brain and need to be addressed correctly.

# What are the signs and symptoms of a concussion?

You can't see a concussion. Signs and symptoms of concussion can show up right after an injury or may not appear or be noticed until hours or days after the injury. It is important to watch for changes in how your child or teen is acting or feeling, if symptoms are getting worse, or if s/he just "doesn't feel right." Most concussions occur without loss of consciousness.

If your child or teen reports *one or more* of the symptoms of concussion listed below, or if you notice the symptoms yourself, seek medical attention right away. Children and teens are among those at greatest risk for concussion.

### SIGNS AND SYMPTOMS OF A CONCUSSION

## SIGNS OBSERVED BY PARENTS OR GUARDIANS

- Appears dazed or stunned
- Is confused about events
- Answers questions slowly
- Repeats questions
- Can't recall events prior to the hit, bump, or fall
- Can't recall events after the hit, bump, or fall
- Loses consciousness (even briefly)
- Shows behavior or personality changes
- Forgets class schedule or assignments

### SYMPTOMS REPORTED BY YOUR CHILD OR TEEN

### Thinking/Remembering:

- Difficulty thinking clearly
- Difficulty concentrating or remembering
- Feeling more slowed down
- · Feeling sluggish, hazy, foggy, or groggy

### Physical:

- Headache or "pressure" in head
- Nausea or vomiting
- Balance problems or dizziness
- Fatigue or feeling tired
- Blurry or double vision
- Sensitivity to light or noise
- Numbness or tingling
- Does not "feel right"

#### Emotional:

- Irritable
- Sad
- More emotional than usual
- Nervous

### Sleep\*:

- Drowsy
- Sleeps less than usual
- Sleeps more than usual
- Has trouble falling asleep

\*Only ask about sleep symptoms if the injury occurred on a prior day.

To download this fact sheet in Spanish, please visit: www.cdc.gov/Concussion. Para obtener una copia electrónica de esta hoja de información en español, por favor visite: www.cdc.gov/Concussion.





## DANGER SIGNS

Be alert for symptoms that worsen over time. Your child or teen should be seen in an emergency department right away if s/he has:

- One pupil (the black part in the middle of the eye) larger than the other
- Drowsiness or cannot be awakened
- A headache that gets worse and does not go away
- Weakness, numbness, or decreased coordination
- · Repeated vomiting or nausea
- Slurred speech
- Convulsions or seizures
- Difficulty recognizing people or places
- Increasing confusion, restlessness, or agitation
- Unusual behavior
- Loss of consciousness (even a brief loss of consciousness should be taken seriously)



Children and teens with a concussion should NEVER return to sports or recreation activities on the same day the injury occurred. They should delay returning to their activities until a health care professional experienced in evaluating for concussion says they are symptom-free and it's OK to return to play. This means, until permitted, not returning to:

- Physical Education (PE) class,
- Sports practices or games, or
- Physical activity at recess.

# What should I do if my child or teen has a concussion?

- Seek medical attention right away. A health care
  professional experienced in evaluating for concussion
  can determine how serious the concussion is and when
  it is safe for your child or teen to return to normal
  activities, including physical activity and school
  (concentration and learning activities).
- 2. Help them take time to get better. If your child or teen has a concussion, her or his brain needs time to heal. Your child or teen may need to limit activities while s/he is recovering from a concussion. Exercising or activities that involve a lot of concentration, such as studying, working on the computer, or playing video games may cause concussion symptoms (such as headache or tiredness) to reappear or get worse. After a concussion, physical and cognitive activities—such as concentration and learning—should be carefully managed and monitored by a health care professional.
- 3. Together with your child or teen, learn more about concussions. Talk about the potential long-term effects of concussion and the dangers of returning too soon to normal activities (especially physical activity and learning/concentration). For more information about concussion and free resources, visit: <a href="https://www.cdc.gov/Concussion">www.cdc.gov/Concussion</a>.

# How can I help my child return to school safely after a concussion?

Help your child or teen get needed support when returning to school after a concussion. Talk with your child's teachers, school nurse, coach, speechlanguage pathologist, or counselor about your child's concussion and symptoms. Your child may feel frustrated, sad, and even angry because s/he cannot return to recreation and sports right away, or cannot keep up with schoolwork. Your child may also feel isolated from peers and social networks. Talk often with your child about these issues and offer your support and encouragement. As your child's symptoms decrease, the extra help or support can be removed gradually. Children and teens who return to school after a concussion may need to:

- Take rest breaks as needed,
- Spend fewer hours at school,
- Be given more time to take tests or complete assignments,
- Receive help with schoolwork, and/or
- Reduce time spent reading, writing, or on the computer.



## A FACT SHEET FOR ATHLETES

### What is a concussion?

A concussion is a brain injury that:

- Is caused by a bump, blow, or jolt to the head
- Can change the way your brain normally works.
- Can occur during practices or games in any sport or recreational activity.
- Can happen even if you haven't been knocked out.
- Can be serious even if you've just been "dinged" or "had your bell rung."

All concussions are serious. A concussion can affect your ability to do schoolwork and other activities (such as playing video games, working on a computer, studying, driving, or exercising). Most people with a concussion get better, but it is important to give your brain time to heal.

### What are the symptoms of a concussion?

You can't see a concussion, but you might notice one or more of the symptoms listed below or that you "don't feel right" soon after, a few days after, or even weeks after the injury.

- Headache or "pressure" in head
- Nausea or vomiting
- Balance problems or dizziness
- Double or blurry vision
- Bothered by light or noise
- Feeling sluggish, hazy, foggy, or groggy
- Difficulty paying attention
- Memory problems
- Confusion

### What should I do if I think I have a concussion?

- Tell your coaches and your parents. Never ignore a bump or blow to the head even if you feel fine. Also, tell your coach right away if you think you have a concussion or if one of your teammates might have a concussion.
- **Get a medical check-up.** A doctor or other health care professional can tell if you have a concussion and when it is OK to return to play.
- Give yourself time to get better. If you have a concussion, your brain needs time to heal. While your brain is still healing, you are much more likely to have another concussion. Repeat concussions can increase the time it takes for you to recover and may cause more damage to your brain. It is important to rest and not return to play until you get the OK from your health care professional that you are symptom-free.

### How can I prevent a concussion?

Every sport is different, but there are steps you can take to protect yourself.

- Use the proper sports equipment, including personal protective equipment. In order for equipment to protect you, it must be:
  - The right equipment for the game, position, or activity
  - Worn correctly and the correct size and fit
  - Used every time you play or practice
- Follow your coach's rules for safety and the rules of the sport.
- Practice good sportsmanship at all times.

If you think you have a concussion: Don't hide it. Report it. Take time to recover.

## It's better to miss one game than the whole season.

For more information and to order additional materials free-of-charge, visit: www.cdc.qov/Concussion.



### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## GENERAL LIABILITY DELUXE ENDORSEMENT SCHOOLS

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE**

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Damage to Premises Rented to You	\$300,000	2
Extended Property Damage	included	2
Non-Owned Watercraft	Less than 58 feet	2
Supplementary Payments – Bail Bonds	\$2,500	2
Supplementary Payment – Loss of Earnings	\$500 per day	2
Medical Payments	\$15,000	3
Medical Payments – Extended Reporting Period	3 years	3
Employee Indemnification Defense Coverage for Employee	\$25,000	3
Additional Insured – Medical Directors and Administrators	Included	3
Additional Insured – Managers and Supervisors	Included	3
Additional Insured – Broadened Named Insured	Included	3
Additional Insured – Funding Source	Included	3
Additional Insured – Managers or Lessors of Premises	Included	4
Additional Insured – By Contract, Agreement or Permit	Included	4
Additional Insured – Broad Form Vendors	Included	4
General Aggregate – Per Campus	Included	5
Duties in the Event of Occurrence, Claim or Suit	Included	6
Other Insurance – Primary Additional Insured	Included	6
Other Insurance – You Are An Additional Insured On Another Person's Or Organization's Policy	Included	7
Unintentional Failure to Disclose Hazards	Included	8
Liberalization	Included	8
Bodily Injury – includes Mental Anguish	Included	8
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	8
Transfer of Rights of Recovery Against Others To Us	Clarification	9
Science Laboratory "Occurrence"	\$50,000	9
Medical Incident Liability – Nurse and Athletic Trainer	Included	9

### A. Damage to Premises Rented to You

- 1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
  - a. The last paragraph of SECTION I COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions;
  - b. **SECTION III LIMITS OF INSURANCE**, Paragraph **6.**;
  - c. **SECTION V DEFINITIONS**, Paragraph **9.a.**
- 2. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the words "Fire insurance" are changed to "insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
  - a. SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance, Paragraph b. Excess Insurance
- 3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:
  - a. \$300,000; or
  - b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

### B. Extended "Property Damage"

**SECTION I - COVERAGES. COVERAGE A, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph a.** is deleted and replaced by the following:

### a. Expected or Intended Injury

"Bodily Injury" or "Property Damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

### C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph g. (2) is amended to read as follows:

- (2) A watercraft you do not own that is:
  - (a) Less than 58 feet long; and
  - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

### **D. Supplementary Payments**

Under the **SUPPLEMENTARY PAYMENTS - COVERAGE A AND B** provision, Items **1.b.** and **1.d.** PI-GLD-VS (05/17)

are amended as follows:

- 1. The limit for the cost of bail bonds is changed from \$250 to \$2,500; and
- 2. The limit for loss of earnings is changed from \$250 a day to \$500 a day.

### E. Medical Payments - Limit Increased to \$15,000, Extended Reporting Period

If COVERAGE C MEDICAL PAYMENTS is not otherwise excluded from this Coverage Part:

- The Medical Expense Limit is changed subject to all of the terms of SECTION III LIMITS OF INSURANCE to the greater of:
  - a. \$15,000; or
  - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
- 2. SECTION I COVERAGE, COVERAGE C MEDICAL PAYMENTS, Subsection 1. Insuring Agreement, the second part of Paragraph a. is amended to read:

provided that:

(2) The expenses are incurred and reported to us within three years of the date of the accident;

### F. Employee Indemnification Defense Coverage

Under the **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** provision, the following is added:

3. We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees", claims or "suits" brought or persons or organizations making claims or bringing "suits".

### G. SECTION II - WHO IS AN INSURED is amended as follows:

- 1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph **3.a.** is changed to read:
  - a. Coverage under this provision is afforded until the end of the policy period.
- 2. Each of the following is also an insured:
  - a. **Medical Directors and Administrators -** Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such.
  - b. **Managers and Supervisors** If you are an organization other than a partnership or joint venture, your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors.
  - c. Broadened Named Insured Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
  - d. **Funding Source** Any person or organization with respect to their liability arising out of: (1) Their financial control of you; or

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- (2) Premises they own, maintain or control while you lease or occupy these premises. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
- e. **Managers or Lessors of Premises** Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- f. **By Contract, Agreement or Permit** Any person or organization with whom you agreed, because of a written contract or agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your operations, "your work" or facilities owned or used by you.
  - (1) This provision does not apply:
    - (a) Unless the written contract or agreement has been executed or permit has been issued prior to the "bodily injury," "property damage," "personal and advertising injury":
    - (b) To any person or organization included as an insured under g. Broad Form Vendors below; or
    - (c) To any person or organization included as an insured by an endorsement issued by us and made a part of this Coverage Part.
  - (2) When an engineer, architect or surveyor becomes an insured under this Coverage Part, the following additional exclusion applies:
    - (a) "Bodily injury", "property damage", "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
      - (i) The preparing, approving, or failing to approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
      - (ii) Supervisory, inspection, or engineering services.
  - (3) When a lessor of leased equipment becomes an insured under this Coverage Part, the following additional exclusions apply:
    - (a) To any "occurrence" which takes place after the equipment lease expires; or
    - (b) To "bodily injury" or "property damage" arising out of the sole negligence of the lessor.
  - (4) When owners or other interests from whom land has been leased become an insured under this Coverage Part, the following additional exclusions apply:
    - (a) Any "occurrence" which takes place after you cease to lease that land; or
    - (b) Structural alterations, new construction or demolition operations performed by or on behalf of the owners or other interests from whom land has been leased.
- **g. Broad Form Vendors** Any person or organization with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions.
  - (1) The insurance afforded the vendor does not apply to:
    - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
    - (b) Any express warranty unauthorized by you;
    - (c) Any physical or chemical change in the product made intentionally by the vendor;
    - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing or substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- (2) This provision does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- (3) This provision does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Coverage Part.
- (4) This provision does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Coverage Part or by endorsement.

### H. Per Campus - General Aggregate

### **SECTION III – LIMITS OF INSURANCE** is amended to include the following provisions:

- For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, and for all medical expenses caused by accidents under SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS which can be attributed only to operations at a single designated "campus" shown in the Declarations:
  - a. A separate Per Campus General Aggregate Limit is applicable to each single designated "campus" shown in the Declarations and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - b. The Per Campus General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under **COVERAGE C** regardless of the number of:
    - (1) Insureds;
    - (2) Claims made or "suits" brought; or
    - (3) Persons or organizations making claims or bringing "suits."
  - c. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Per Campus General Aggregate Limit for that designated "campus." Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Per Campus General Aggregate Limit for any other designated "campus" shown in the Declarations.
  - d. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Per Campus General Aggregate Limit.

- 2. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under SECTION I COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILTY, and for all medical expenses caused by accidents under SECTION I COVERAGE, COVERAGE C MEDICAL PAYMENTS which cannot be attributed only to operations at a single designated "campus" shown in the Declarations:
  - a. Any payments made under **COVERAGE** A for damages or under **COVERAGE** C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  - b. Such payments shall not reduce any separate designated "campus" General Aggregate Limit.
- 3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payment for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Per Campus General Aggregate Limit.
- 4. **SECTION V DEFINITIONS** is amended by adding the following:
  - "Campus" is defined as premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- 5. The provisions of **SECTION III LIMITS OF INSURANCE** not otherwise modified by the above shall continue to apply as stipulated.

### I. Duties in the Event of Occurrence, Claim or Suit

- The requirement in Paragraph 2.a. of SECTION IV COMMERCIAL GENERAL LIABILITY
   CONDITIONS that you must see to it that we are notified as soon as practicable of an "occurrence"
   or an offense, applies only when the "occurrence" or offense is known to:
  - a. You, if you are an individual;
  - b. A partner, if you are a partnership; or
  - c. An executive officer or insurance manager, if you are a corporation.
- 2. The requirement in Paragraph 2.b. of SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
  - a. You, if you are an individual;
  - b. A partner, if you are a partnership; or
  - c. An executive officer or insurance manager, if you are a corporation.

### J. Other Insurance - Primary Additional Insured

 If the written contract or agreement or permit requires this insurance to be primary for any person or organization with whom you agree to include in SECTION II - WHO IS AN INSURED, then SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance is replaced by the following:

If other valid and collectible insurance is available for a loss we cover under **COVERAGE A** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance - This insurance is primary. We will not seek contributions from other PI-GLD-VS (05/17)

insurance available to the person or organization with whom you agree to include in **SECTION II - WHO IS AN INSURED**, except when 2. below applies.

- b. Excess Insurance -This insurance is excess over any of the other insurance whether primary, excess, contingent or any other basis:
  - (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (2) That is Fire, lightning or explosion insurance for premises rented to you; or temporarily occupied by you with permission of the owner; or
  - (3) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to SECTION I COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph g.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this excess insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method of Sharing - If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any or the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's contribution is based on the ratio of its applicable limits of insurance of all insurers.

2. This provision only applies with respect to your operations, "your work" or facilities owned or used by you.

## K. Other Insurance – You Are An Additional Insured On Another Person's Or Organization's Policy

If you are an insured under SECTION II - WHO IS AN INSURED, then SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. OTHER INSURANCE, Paragraph b. Excess Insurance is replaced by the following:

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:

- 1. That is Fire, Extended Coverage, Builders Risk, Installation Risk or similar coverage for "your work":
- 2. That is Fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

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- 3. If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to SECTION I COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph g.; or
- 4. When any of the Named Insureds, under this Coverage Part, are additional insureds under a commercial general liability policy or similar insurance of another party.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insureds.

When this insurance is excess or other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- 1. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- 2. The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

### L. Unintentional Failure To Disclose Hazards

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

### M. Liberalization

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

### N. Bodily Injury - Mental Anguish

**SECTION V – DEFINITIONS**, Paragraph **3.** is changed to read:

"Bodily Injury":

- a. Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (item a. above) at any time.

### O. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

- 1. **SECTION V DEFINITIONS**, Paragraph **14. b.** is revised to read:
  - b. Malicious prosecution or abuse of process:
- 2. **SECTION V DEFINITIONS**, Paragraph **14.** is amended to include the following:

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"Personal Injury" also means discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
  - (1) Any insured; or
  - (2) Any executive officer, director, stockholder, partner or member of the insured; or
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured: or
- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

### P. Transfer of Rights of Recovery Against Others To Us

As a clarification, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **8. Transfer of Rights of Recovery Against Others To Us**:

Therefore, the insured can waive the insurer's Rights of Recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

### Q. Science Laboratory "Occurrence"

**SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **f.** does not apply to any "bodily injury" or "physical damage" arising out of a fire or "occurrence" in any of your science laboratories while teaching is being conducted in that laboratory, subject to a \$50,000 per policy limit.

### R. Medical Incident Liability-Nurse and Athletic Trainer

- 1. **SECTION II WHO IS AN INSURED, Subparagraph 2.a. (1) (d)** is deleted and replaced by the following:
  - (d) Arising out of his or her providing or failing to provide professional medical services. This paragraph does not apply to a registered or practical nurse or athletic trainer, while acting within the scope of his or her duties for the Named Insured and arising out of a "medical incident".
- 2. **SECTION V DEFINITIONS, 13.** is deleted and replaced by the following:

"Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, and "medical incident".

3. The following definition is added to **SECTION V – DEFINITIONS**:

"Medical Incident" means any act or omission in the furnishing or failure to furnish professional medical services by the insured or any person acting under the personal direction, control, or supervision of the insured. Any such act or omission together with all related acts or omissions in the furnishing of such services to any one person shall be considered one "medical incident".

"Medical incident" does not include any actual, alleged or threatened emotional, physical, or sexual abuse of any patient or professional medical services recipient.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **BOILER AND MACHINERY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

Property Coverage Form
Causes of Loss Form
Business Income and Extra Expense Coverage Form
Business Income Coverage Form
Extra Expenses Coverage Form

### SCHEDULE

Coverage Description	Limit	of Insurance
Property Damage Property Damage and Business Income/Extra Expense	\$ \$	21,708,730
Business Income and Extra Expense Business Income Extra Expense	\$ \$ \$	1,200,519

Sublimits of Insurance applicable to each covered location. These sublimits are part of and not in addition to the Limits of Insurance shown above.

Coverage	Sublimit of Insurance		
Ammonia Contamination	\$	100,000	
Water Damage	\$	100,000	
Hazardous Substances	\$	100,000	
Spoilage	\$	100,000	
Expediting Expense	\$	250,000	
Newly Acquired Location Coverage	\$	1,000,000	
Off Premises Service Interruption			
Business Income	\$		
Business Income and Extra Expense	\$	100,000	
Extra Expense	\$		
Spoilage	\$	25,000	
Ordinance or Law	\$	300,000	

### **Deductibles**

Coverage		Deductible	
Property Damage Business Income and Extra Expen	se	\$	5,000 72 hours
Business Income Extra Expense		\$	hours
Spoilage Off Premises Service Interruption Ammonia Contamination			72 hours COMBINED W/PD
Other (	)	\$	COMBINED W/ FD
Premium		\$	2,475

### A. Coverage

For the purposes of this endorsement, the following exclusions and limitations, or parts thereof, are deleted as respects to the Boilers, Pressure Vessels and Machinery and Equipment at the described premises:

Exclusion B.2.a. Artificially generated electric current, including electric arcing, that disturbs electrical devices, wiring or wires.

Exclusion B.2.d.(2) The word latent is deleted.

Exclusion B.2.d.(6) Mechanical breakdown, including rupture or bursting caused by centrifugal

force.

Exclusion B.2.e. Explosion of steam boilers, steam pipes, steam engines, steam turbines owned

or leased by your, or operated under your control.

Limitation C.1.a. Steam boilers, steam pipes, steam engines or steam turbines caused by or

resulting from a condition or event inside such equipment.

Limitation C.1.b. Hot water boilers or other water heating equipment caused by or resulting from

any condition or event inside such boilers or equipment.

### **B. Exclusions**

As respects the Boiler and Machinery coverage provided by this endorsement, coverage shall not include "loss" caused by or resulting from:

- 1. Damage while any boiler, fired or unfired vessel or electrical steam generator is undergoing a hydrostatic or gas pressure test;
- 2. Damage while any type of electrical or electronic equipment is undergoing an insulation breakdown test:
- 3. Damage to or destruction of media, however caused, and regardless of the function of that media;
- 4/ Depletion, deterioration, corrosion, erosion or wear or tear, and other gradually developing conditions. But if "loss" or damage otherwise covered by this endorsement ensues, we will pay for such ensuing "loss";

### C. Limits

The most we will pay under this endorsement for direct "loss" to Covered Property is the Property Damage Limit of Insurance shown in the schedule of this endorsement. If Business Income Coverage, Extra Expense Coverage, or Business Income and Extra Expense Coverage is included in the policy to which this endorsement is a part, the most we will pay for those extensions of coverage under this endorsement are the respective Limits of Insurance shown in the schedule of this endorsement.

All losses covered by this endorsement occurring at any one location which manifests themselves at the same time and are the result of the same cause will be considered a single loss. If an initial loss covered by this endorsement causes other losses covered by this endorsement, all will be considered a single loss.

### D. Extra Expediting

This endorsement is extended to cover the reasonable extra cost of temporary repair and of expediting repair or replacement of Covered Property as a direct result of loss otherwise covered by this endorsement. The most we will pay under this extension is the amount shown as the Expediting Expense Sublimit in the schedule of this endorsement.

### E. Ammonia Contamination

If Covered Property is contaminated by ammonia as a direct result of loss otherwise covered by this endorsement, the most we will pay for this kind of damage, including salvage expense, is the amount shown as the Ammonia Contamination Sublimit in the schedule of this endorsement.

### F. Water Damage

If Covered Property is damaged by water as a direct result of loss otherwise covered by this endorsement, the most we will pay for this kind of damage, including salvage expense, is the amount shown as the Water Damage Sublimit in the schedule of this endorsement.

### G. Hazardous Substances

If covered Property is contaminated by a hazardous substance as the direct result of loss otherwise covered by this endorsement, the most we will pay for expenses to clean up or dispose of such property is the amount shown as the Hazardous Substances Sublimit in the schedule of this endorsement.

### H. Spoilage

If Covered Property spoils from lack of power, light, heat, steam, or refrigeration as a direct result of the Breakdown of the insured's Boilers, Pressure Vessels, Machinery or Equipment, the most we will pay for this kind of damage, including salvage expenses, is the amount shown as the Spoilage Sublimit in the schedule of this endorsement.

### I. Newly Acquired Locations

The coverages of this endorsement are extended to the interest of the named insured in Boilers, Pressure Vessels, Machinery and Equipment, not otherwise insured, at newly constructed, acquired, or leased locations within the policy coverage territory and which have been previously undeclared. The most we will pay under this extension for loss or damage at any one location is the amount shown as the Newly Acquired Location Coverage Sublimit in the schedule of this endorsement.

### J. Off Premises Service Interruption

If Off Premises Service Interruption Coverage is included in the policy of which this endorsement is a part, the coverage extensions of this endorsement for Business Income and/or Extra Expense and/or Spoilage are further extended to include loss caused by Boilers, Pressure Vessels, Machinery and Equipment, whether or not they are located on Insured's premises, owned by a public utility or other company and used to directly supply electrical power, communications services, heating, gas, water, steam or air conditions to the described premises.

### K. Deductibles

There shall be liability under this endorsement only when the amount of loss exceeds the Boiler and Machinery Deductibles shown in the schedule of this endorsement. If no Boiler and Machinery Deductibles are shown, coverage under this endorsement is subject to the policy deductible.

If an hour deductible is shown in the schedule, we will only pay for loss or damage you sustain after the first specified number of hours immediately following the physical loss to the Covered Property.

If a multiplier is shown in the schedule of this endorsement, the deductible is determined by multiplying the One Hundred Percent Average Daily Value (100% ADV) times the multiplier. The 100% ADV will be obtained by dividing the total net profits, fixed charges and expenses for the entire location that would have been earned had no physical loss occurred during the period of interruption of business by the number of working days in that period. No reduction shall be made for net profits, fixed charges and expenses not being earned, or in the number of working days, because of the physical loss or damage or any other scheduled or unscheduled shutdowns during the period of interruptions.

If a percent of loss deductible is indicated in the schedule of this endorsement, we will not be liable for the indicated percentage of loss or damage insured under this endorsement. If the dollar amount of such percentage is less than the indicated minimum deductibles, the minimum deductible will the applicable deductible.

### L. Suspension

If any Boiler, Pressure Vessel, Machinery or Equipment covered by this endorsement is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the coverage provided by this endorsement for that equipment by written notice mailed or delivered to:

- 1. Your last known address: or
- **2.** The address where the affected equipment is located.

Once suspended in this way, your insurance can be reinstated only by endorsement.

If we suspend your insurance, you will get a pro rata refund for the affected equipment. But the suspension will be effective even if we have not yet made or offered a refund.

### M. Mechanical or Electrical Breakdown

With respect to coverage provided by this endorsement, Mechanical or Electrical Breakdown means a sudden and accidental breakdown of covered Boilers, Pressure Vessels, Machinery and Equipment. At the time breakdown occurs, it must become apparent by physical damage that requires repair or replacement of the affected equipment or part of the affected equipment.

Mechanical or Electrical Breakdown does not mean or include any of the following:

- 1. Breakdown of any structure or foundation.
- 2. Breakdown of any boiler setting, insulating or refractory material.
- **3.** Breakdown of a power shovel, dragline, excavator, vehicle, aircraft, floating vessel or structure, well casing, penstock or draft tube.
- **4.** Breakdown of any elevator, crane, hoist, escalator or conveyor, but not including any pressure vessel or electrical equipment used with such a machine.
- **5.** Breakdown of Boilers, Pressure Vessels, Machinery or Equipment manufactured or held for sale by you.
- 6. Breakdown of catalyst.

- 7. Breakdown of any oven, stove, furnace, incinerator, pot or kiln.
- 8. Breakdown of any buried vessel or piping.
- **9.** Breakdown of a felt, wire, screen, die, mold, form, pattern, extrusion plate, swing hammer, grinding disc, cutting blade, chain, cable, belt, rope, clutch plate, brake pad, nonmetallic part or any part or tool subject to frequent, periodic replacement.
- **10.** Breakdown, of any nonmetallic vessel, unless it is constructed and used in accordance with the American Society of Engineers (A.S.M.E.) code.
- **11.** Breakdown of sewer piping, piping forming a part of a fire protection system or water piping other than:
  - a. Feed water piping between any boiler and its feed pump or injector; or
  - **b.** Boiler condensate return piping; or
  - **c.** Water piping forming a part of refrigerating and air conditioning vessels and piping used for cooling, humidifying or space heating purposes.
- 12. Breakdown of a part of a Boiler, Pressure Vessel or Electric Steam Generator that:
  - a. Does not contain steam or water; or
  - b. Is not under pressure of contents of the vessel; or
  - c. Is not under internal vacuum.
- **13.** The functioning of any safety or protective devices.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### ELITE PROPERTY ENHANCEMENT: ACADEMIC SCHOOLS

This endorsement modifies insurance provided under the Ultimate Cover program:

# PROPERTY COVERAGE FORM CAUSES OF LOSS FORM

#### I. Schedule of Coverages and Limits

The following is a summary of increased Limits of Insurance, additional coverages, and/or coverage extensions provided by this endorsement. This endorsement is subject to the provisions of your policy.

Coverage Applicable	Limit of Insurance	Page #
Fine Arts	\$50,000	2
Pollutant Clean up and Removal	\$100,000	2
Students' Personal Effects	\$2,500 per student/ \$100,000 per	2
	occurrence	
Ordinance or Law – Demolition	\$300,000	2
Cost		
Ordinance or Law – Increased	\$300,000	2
Cost of Construction		
Emergency Vacating Expense	\$15,000	3
Automated External Defibrillators	\$5,000	3
(AEDs)		
Lease Cancellation Moving	\$2,500	3
Expenses		
Earthquake Sprinkler Leakage	\$10,000	3
Garage/Storage Sheds	\$5,000	4
Business Income and Extra	\$100,000	4
Expense (including contingent)		
Reward Reimbursement	\$5,000	5
Spoilage	\$25,000	5
Personal Property of Others	\$25,000	6
Band Uniforms	\$50,000	6
Musical Instruments	\$50,000	6
Furs	\$5,000	6
Precious Metals	\$5,000	6

#### **II. Conditions**

#### A. Applicability of Coverage

Coverage provided in forms attached to your policy is amended by this endorsement where applicable.

#### B. Limits of Insurance

 When coverage is provided by this form and another coverage form attached to this policy, the greater Limits of Insurance will apply. In no instance will multiple limits apply to coverages which may be duplicated within this policy.

- 2. Limits of Insurance identified herein are not excess of, or in addition to, Limits of Insurance provided by the PROPERTY COVERAGE FORM or CAUSES OF LOSS FORM applicable to this endorsement unless otherwise stated.
- 3. Coverage is considered to be on an occurrence basis (not on a per location basis) unless otherwise stated.

#### C. Applicability of Exclusions

Specific exclusionary endorsements attached to the policy supersede coverage provisions contained in this coverage enhancement.

#### D. Requirement for Covered Cause of Loss

Except where a specific Covered Cause of Loss is identified in this coverage enhancement, coverage for the "losses" described herein are applicable only for Covered Causes of Loss as designated in the CAUSES OF LOSS FORM attached to the policy.

III. The PROPERTY COVERAGE FORM is amended as follows under A. Coverage, 1. Covered Property, a. Your Business Personal Property, (d) "Fine Arts":

If the total value of "Fine Arts" is over \$50,000, they must be listed in a schedule on file with us;

The PROPERTY COVERAGE FORM is amended as follows under A. Coverage, 2. Property Not Covered, o. "Fine Arts":

"Fine Arts", if the total value of such property is greater than \$50,000, unless such property is listed in a schedule on file with us.

- IV. The PROPERTY COVERAGE FORM is amended as follows under A. Coverage, 4. Additional Coverages.
  - f. Pollutant Clean Up and Removal

The Limit of Insurance for this additional coverage for each described premises is increased to \$100,000 for the sum of all covered expenses arising out of a Covered Cause of Loss occurring during each separate 12 month period of this policy.

- V. The PROPERTY COVERAGE FORM is amended as follows under A. Coverage, 5. Coverage Extensions.
  - **A.** The following is added to Section **c. Personal Effects**:
    - (4) We will pay for direct physical "loss" to personal effects owned by your students caused by or resulting from any of the Covered Causes of Loss at the described premises. This coverage does not apply to "loss" or damage by theft or mysterious disappearance. The most we will pay for such "loss" is \$2,500 for property of any one student and \$100,000 in any one occurrence.
  - B. Section j. Ordinance or Law:
    - (1) The Limit of Insurance for demolition costs is increased to \$300,000 in any one occurrence.
    - (2) The Limit of Insurance for increased cost of construction is increased to \$300,000 in any one occurrence.

# VI. The following is added to the PROPERTY COVERAGE FORM under A. Coverage, 4. Additional Coverages:

#### q. Emergency Vacating Expense

- (1) The coverage provided by this policy is extended to apply to the reasonable expenses that you incur in the "emergency" vacating of the premises of your facility described in the Declarations, provided that vacating is necessary due to an "emergency" situation resulting from a Covered Cause of Loss.
- (2) We will not pay for any expenses under this extension arising out of:
  - (a) A strike, bomb threat or false fire alarm, unless vacating is ordered by a civil authority; or
  - (b) A planned vacating drill; or
  - **(c)** The vacating of one or more individuals that is due and confined to their individual medical condition.

No other exclusions in your policy apply to this extension. However, specific exclusionary endorsements attached to the policy supersede coverage provisions contained in this coverage enhancement.

(3) The most we will pay for emergency vacating expenses in any one occurrence under this extension is \$15,000. The deductible for emergency vacating expenses is \$250 per occurrence.

#### r. Automated External Defibrillators

Automated external defibrillators (AEDs) are considered Covered Property. Coverage for automated external defibrillators is limited to \$5,000 per occurrence, which is in addition to the Business Personal Property Limit stated on the Declarations.

#### s. Lease Cancellation Moving Expenses

The Company will reimburse the Insured any moving expenses necessitated by the Insured's need to relocate due to the cancellation of the lease at the Insured's premises listed on the Declarations page during the policy period, provided that the lease cancellation occurs as a result of a Covered Cause of Loss. The limit for this coverage will be \$2,500 per policy period for all Insureds combined.

No deductible applies to this coverage.

#### t. Earthquake Sprinkler Leakage

We will pay up to \$10,000 for damages resulting from sprinkler leakage which is caused by earth movement.

# VII. The following is added to the PROPERTY COVERAGE FORM under A. Coverage, 5. Coverage Extensions:

#### I. Garages

Coverage for your building is extended to apply to any garages or storage sheds located at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

Coverage for all garages or storage sheds is subject to a \$5,000 Limit of Insurance per location.

#### m. Business Income and Extra Expense

(1) Coverage is extended to cover Business Income/Extra Expense incurred when your covered building or business personal property listed on the Declarations is damaged by a Covered Cause of Loss.

We will also pay any Extra Expense to continue your normal operations:

- (a) At the described premises; or
- **(b)** At replacement premises or temporary locations; including:
  - (i) Relocation expenses; and
  - (ii) Costs to equip or operate the replacement or temporary locations; and
- **(c)** We will pay for any corresponding Extra Expense to minimize the suspension of your normal operation if you cannot continue them.
- (2) We will pay for the actual "loss" of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises due to direct physical "loss" of or damage to property, other than at the described premises, caused by or resulting from any Covered Cause of Loss. The coverage for Business Income will begin 72 hours after the time of that action and will apply for a period of up to three consecutive weeks after coverage begins. The coverage for Extra Expense will begin immediately after the time of that action and will end: (1) 3 consecutive weeks after the time of that action; or (2) When your Business Income coverage ends; whichever comes first.
- (3) Coverage is extended, subject to all provisions herein, to cover Business Income/Extra Expense incurred when Contingent Business Property is damaged by a Covered Cause of Loss. We will reduce the amount of your Business Income loss, other than Extra Expense, to the extent you can resume operations, in whole or in part, by using any other available:
  - (a) Source of materials; or
  - (b) Outlet for your products.
- (4) The following, when used in this section, are defined as follows:
  - (a) Extra Expense means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical "loss" or damage to property caused by or resulting from a Covered Cause of Loss.
  - **(b)** Business Income means Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred during the "period of restoration" and continuing normal operating expenses including payroll.
  - (c) Contingent Business Property means property operated by others on whom you depend to:
    - (i) Deliver materials or services to you or to others for your account (Contributing Locations);
    - (ii) Accept your products or services (Recipient Locations);

- (iii) Manufacture products for delivery to your customers under contract of sale (Manufacturing Locations); or
- (iv) Attract customers to your business (Leader Locations).
- (5) Extended Business Income for Schools

If the necessary suspension of your "operations" produces a business income "loss" payable under this policy, we will pay for the actual "loss" of business income you incur during the school term following the date the property is actually repaired, rebuilt or replaced, if that date is 60 days or less before the scheduled opening of the next school term.

However, extended business income does not apply to loss of business income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of business income must be caused by direct physical "loss" or damage at the described premises caused by or resulting from any Covered Cause of Loss.

The most we will pay under this section is \$100,000 for any one occurrence.

#### n. Reward Reimbursement

Coverage is extended to provide a reward for information that leads to a criminal conviction in connection with "loss" or damage to covered property by a Covered Cause of Loss; provided that the reward is pre-approved by the Company. The most we will pay for "loss" or damage under this extension is \$5,000 regardless of the number of persons involved providing information. This extension does not include Arson Reward as Arson Reward is included in Section 4. Additional Coverages of the PROPERTY COVERAGE FORM.

No deductible shall apply to this coverage.

#### o. Spoilage

- (1) We will pay for direct physical "loss" or damage to your perishable business personal property, and perishable personal property of others while at or within 1000 feet of the described premises caused by spoilage due to changes in temperature or humidity resulting from:
  - (a) Complete or partial interruption of electrical power to the described premises due to condition beyond your control; or
  - **(b)** Mechanical breakdown or failure of heating, cooling or humidity control equipment or apparatus at the described premises.
- (2) Coverage does not apply to:
  - (a) The disconnection of any heating, cooling or humidity control equipment or apparatus from the source of power; or
  - **(b)** The deactivation of electrical power or current caused by the manipulation of any switch or other device used to control the flow of electrical power or current; or
  - **(c)** The inability of an electric utility company or other power source to provide sufficient power due to:

- (i) Lack of fuel; or
- (ii) Governmental order.
- **(d)** The inability of a power source at the described premises to provide sufficient power due to insufficient generating capacity to meet demand.
- (3) The most we will pay for "loss" or damage in any one occurrence is \$25,000.

#### p. Personal Property of Others

We will pay for personal property of others that is in your care, custody, or control, and located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

The most we will pay for "**loss**" or damage under this extension is \$25,000 at each described premises. Our payment for "**loss**" of or damage to personal property of others will only be for the account of the owner of the property.

#### q. Band Uniforms

Business Personal Property coverage is extended to apply to band uniforms that are:

- (1) Your property; or
- **(2)** The property of others that is in your care, custody or control.

The most we will pay for "**loss**" or damage to band uniforms in any one occurrence under this extension is \$50,000.

#### r. Musical Instruments

Business personal property coverage is extended to apply to musical instruments and related equipment and accessories that are:

- (1) Your property; or
- (2) The property of others that is in your care, custody or control.

The most we will pay for "**loss**" or damage to musical instruments in any one occurrence under this extension is \$50,000.

#### VIII. The CAUSES OF LOSS FORM is amended as follows:

- A. Section C. Limitations is amended as follows:
  - 2.a. The limit for furs, fur garments and garments trimmed with fur is increased to \$5,000.
  - **2.b.** The limit for trophies, medals, jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold silver, platinum and other precious alloys or metals is increased to \$5,000. This Limit of Insurance does not apply to jewelry and watches worth \$100 or less per item.

#### IX. Other Insurance

If there is other insurance under a separate policy covering the same "loss" or damage as provided for in this coverage enhancement, we will pay only for the amount of covered "loss" or damage in excess of the amount due from that other insurance, regardless of whether you are able to collect.

However, we will not pay more than the applicable Limit of Insurance.

#### X. Definitions

- **A.** "Emergency" means imminent danger arising from an external event or a condition in the facility which could cause loss of life or harm to occupants.
- **B.** "Fence" means a structure serving as an enclosure, a barrier, or a boundary, made of posts or stakes joined together by boards, wire, or rails.
- **C.** "Operations" means:
  - 1. Your business activities, occurring at the described premises, which generate tuition and related fees from students, including fees from room, board, laboratories and other similar sources. "Operations" also includes bookstores, athletic events, activity related to research grants and business activities other than those which generate tuition and related fees from students.
  - 2. The tenantability of the described premises, if coverage for Business Income including "rental value" or "rental value" applies.
- **D.** "Period of restoration" as defined for this endorsement means the following:
  - **1.** Begins:
    - a. 72 hours after the time of direct physical "loss" for business income coverage; or
    - Immediately after the time of direct physical "loss" for extra expense coverage; and
  - 2. Ends on the earlier of:
    - **a.** The day before the opening of the next school term following the date when, with reasonable speed and similar quality, the property at the described premises should be repaired, rebuilt or replaced; or
    - **b.** The date when the school term is resumed at a new permanent location.

"Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

- 1. Regulates the construction, use or repair, or requires the tearing down of any property; or
- 2. Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration".

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### **FLOOD REDEFINED**

This endorsement modifies insurance provided under the following:

#### **CAUSES OF LOSS FORM**

A. Section F. Definitions, 3. "Flood" is deleted in its entirety and replaced with the following:

"Flood" means:

- 1. Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- 2. Mudslide or mudflow:
- 3. Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment caused in whole or in part by flood as redefined in this endorsement, regardless of how the water enters the building, including but not limited to water that backs up from a sewer or drain away from your premises;
- **4.** Water under the ground surface pressing on, or flowing or seeping through:
  - a. Foundations, walls, floors or paved surfaces;
  - **b.** Basements, whether paved or not; or
  - **c.** Doors, windows or other openings; or
- 5. Waterborne material carried or otherwise moved by any of the water referred to in Paragraph 1.,3., or 4., or material carried or otherwise moved by mudslide or mudflow;

Whether natural or man-made.



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## Taxes, Surcharges, and Fees Notice

\*Note: The above proposal may not account for local taxes, Surcharges, and/or fees mandated by the State in which you/your business operate(s). The final policy will include a description of how local taxes, surcharges and fees, if applicable, have been allocated as determined by the risk location. Please contact a PHLY representative if you have any questions.

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- Phone 877.438.7459
- Email service@phly.com
- Hours: Monday Friday 8:30 a.m. 8:00 p.m. ET



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# Risk Management Services

# PHLY RMS RESOURCES

Welcome to Philadelphia Insurance Companies (PHLY)! As a PHLY customer, your organization now has access to tools and services that can assist in your risk management efforts. Our Risk Management Services (RMS) Consultants can provide inperson assistance, from leading employee safety meetings to providing valuable guidance regarding safety best practices.

PHLY also provides various risk management tools and resources at little or no additional cost to your organization.

To access these resources, please take a moment to <u>register on our website</u>. If you already have an account on PHLY.com, please <u>log in</u> to access Risk Management Services resources.

### **Risk Management Resources**

We encourage you to explore the following risk management resources:

# **PHLY**TRAC

**PHLYTrac:** PHLY's telematics tool providing an online dashboard that tracks location, speeding, hard breaking, and other fleet statistics - PROVIDED AT NO COST TO ELIGIBLE PHLY CUSTOMERS!

**PHLYTRAC** 



**IntelliCorp:** Provides a discounted background check package as well as discounted pricing for add-on services, such as Motor Vehicle Reports (MVRs). <a href="IntelliCorp">IntelliCorp</a>



The **PHLY**Sense System is a property monitoring tool that uses a sensor to provide immediate alerts to hazardous property conditions, such as low temperature or the presence of moisture. Provided at no cost to our customers with property coverage.

**PHLY**SENSE



**SmarterNow:** PHLY's no-cost Learning Management System that provides online training, assignment, and reporting capabilities. Trainings include defensive driver, discrimination in the workplace, security awareness, and many more **SMARTERNOW!** 



**Abuse Prevention Resources:** Online training and policy support to help improve the safety of child-serving operations (at no cost to our customers with Abuse coverage)

<u>Abuse Prevention System</u>



**Wilson Elser Hotline:** Provides two hours of legal consultation per occurrence. Provided at no cost for our Management and Professional and EPLI policyholders. Wilson Elser

#### CONTACT

For questions about your organization's risk management needs and information on PHLY's Risk Management Services please contact PHLY RMS: Phone: 1.800.873.4552 #4 (Mon-Fri 8:30 a.m. - 5:00 p.m. ET)

E-mail: phlyrms@phly.com

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# The Allen J. Flood Companies, Inc.

A Subsidiary of Philadelphia Insurance Companies

Schoo	ol Name:			School Contact:			
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Requ	ested Effective Date	of Coverage:					
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2.	Do you have Intersol		Territ policy 3 3cme	duic page.		☐ Yes	☐ No
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#### PROPOSAL FOR INSURANCE

**Quotation Number: 16670171** Proposal Date: 09/26/2023

Named Insured and Mailing Address:

Tulsa Honor Academy 209 S Lakewood Ave Tulsa, OK 74112-1713 Producer: 2426

Rich & Cartmill, Inc. 2738 E 51st St Ste 400 Tulsa, OK 74105

Contact: Michelle Brinkman Phone: (918)743-8811 **Fax:** (918)744-8429

**Insurer:** Philadelphia Indemnity Insurance Company

Policy Period From: 11/09/2023 To: 11/09/2024

Proposal Valid Until: 11/09/2023 at 12:01 A.M. Standard Time at your mailing address shown above.

**Product:** Specialty Schools **Submission Type:** Renewal Business

PHLY Representative: Collet, Justin V.

PHLY Representative Phone: (913) 333-5020 Email: Justin.Collet@phly.com

Underwriter: Covault, Cara S.

**Underwriter Phone:** (913) 333-4441 Email: Cara.Covault@phly.com

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO EXTEND INSURANCE AS STATED IN THIS PROPOSAL.

THIS PROPOSAL CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

**PREMIUM** 

**Educators Professional Select** \$ 6,845.00

The Total Premium includes Federal Terrorism Risk Insurance Act Premium in the amount of:

6,845.00 **TOTAL** 

**Bill Plan Options:\*** 

\_25% Down and 9 Consecutive Monthly Installments - Combined minimum premium must be \$6,000 \_25% Down and 5 Consecutive Monthly Installments - Combined minimum premium must be \$3,333 \_25% Down and 3 Consecutive Monthly Installments - Combined minimum premium must be \$2,000 \_50% Down and 2 Consecutive Monthly Installments - Combined minimum premium must be \$2,000

30% Down and 3 Quarterly Installments - Combined minimum premium must be \$2,150

Premiums under \$2,000 are Fixed Annual billing
\*Bill plan options are only available for Direct Bill customers. All others require Fixed Annual billing

The premium shown is subject to the following terms and conditions:

One Bala Plaza, Suite 100 Bala Cynwyd, Pennsylvania 19004 610.617.7900 Fax 610.617.7940 PHLY.com

> Proposal Date: 09/26/2023 Quotation Number: 16670171

#### Named Insured: Tulsa Honor Academy

#### The premium shown is subject to the following terms and conditions:

- \* Any taxes, fees or surcharges included in the total premium shown on the proposal are not subject to installment billing.
- \* A maximum per installment fee of \$5.00 may be included (some states may vary).



One Bala Plaza, Suite 100 Bala Cynwyd, Pennsylvania 19004 610.617.7900 Fax 610.617.7940 PHLY.com

**Proposal Date:** 09/26/2023 **Quotation Number:** 16670171

Named Insured: Tulsa Honor Academy

The producer placing this policy may receive commission and additional underwriting profit share incentives. These incentives are based on the underwriting performance of this producer's book of business. Any questions about the nature of this compensation should be directed to the producer.

In order to complete the underwriting process, we require that you send us the additional information requested in the "conditions" section of this proposal. We are not required to bind coverage prior to our receipt, review and underwriting approval, of said additional information. However, if we do bind coverage, it shall be for a temporary period of not more than 30 days. Such temporary binding of coverage shall be void ab initio ("from the beginning") if we have not received, reviewed and approved in writing such materials within 15 days from the effective date of the temporary binder. This 30 day temporary conditional binder may be extended only in writing signed by the Insurer. Payment of premium shall not operate to extend the binding period or nullify the automatic voiding as described above.

This quotation is strictly conditioned upon no material change in the risk occurring between the date of this proposal and the inception date of the proposed policy (including any claim or notice of circumstances that which may reasonably expected to give rise to a claim under any policy of which the policy being proposed by this letter is a renewal or replacement). In the event of such change in risk, the Insurer may in its sole discretion, whether or not this quotation has been already accepted by the Insured, modify and/or withdraw this quotation.

Subject to the terms and conditions outlined above and prior to the quote expiration date, this quote may be bound by signing and dating below and by initialing, on the previous page, the option to be bound. This form will then act as the binder of coverage for 30 days from the date signed and may be distinguished by the Quotation number on page 1. This binder is only valid for 30 days.

No coverage is afforded or implied unless shown in this proposal.

This proposal does not constitute a binder of insurance.

This proposal is strictly limited to the terms and conditions herein. Any other coverage extensions, deletions or changes requested in the submission are hereby rejected.

Signature of Authorized Insurance Representative	Date



One Bala Plaza, Suite 100 Bala Cynwyd, Pennsylvania 19004 610.617.7900 Fax 610.617.7940 PHLY.com

**Proposal Date:** 09/26/2023 **Quotation Number:** 16670171

Named Insured: Tulsa Honor Academy

#### **LOCATION SCHEDULE**

Loc Bldg

# # Address #1 Address #2 City St Zip
0001 0001 1421 S Sheridan Rd Tulsa OK 74112-6619



One Bala Plaza, Suite 100 Bala Cynwyd, Pennsylvania 19004 610.617.7900 Fax 610.617.7940 PHLY.com

> Proposal Date: 09/26/2023 Quotation Number: 16670171

#### FORM SCHEDULE

Named Insured: Tulsa Honor Academy

Form CDC Parents CDC Youth Sports BJP-190-1 LAH-Notice OK Fracking Notice PI-FEES-NOTICE 1 PP2020 CPD-PIIC-CW PI-LOC-SCH PI-BELL-1 PI-CME-1 PI-ACL-001 OK PI-PROF-002	Edition 0510 0610 1298 0813 1215 1119 0220 0221 0820 1109 1009 1218 0620	Description A Fact Sheet For Parents A Fact Sheet For Athletes Commercial Lines Policy Jacket Policyholder Notice (Loss Assistance Hotline) OK Notice: Earthquakes From Oil And Gas Activities Notice Late/Non-Sufficient Funds/Reinstatement Fee Privacy Notice For Commercial Lines Common Policy Declarations Location Schedule Bell Endorsement Crisis Management Enhancement Endorsement Absolute Cyber Liability And Electronic Exclusion Absolute Communicable Disease Exclusion - Prof Liab
PI-EPS-NOTICE PI-SLD-OK-Notice 1 PI-EPS-002 PI-EPS-001 PI-EPS-012 PI-EPS-012 PI-EPS-020 PI-EPS-020 PI-EPS-022 PI-EPS-023 PI-EPS-033 PI-EPS-033 PI-SLD-OK 1	0920 1213 0516 0720 0116 0516 0116 0116 0516 0420 0920 0514	Advisory Notice to Policyholders Oklahoma Notice Educators Professional Select Policy Declarations Educators Professional Select Insurance Policy Access Or Disclosure Of Confidential Or Personal Info Charter School Exclusion Endorsement Failure To Maintain Insurance Endorsement Failure To Pay Bonds Exclusion Securities Exclusion Endorsement Shared Limits Endorsement Liberalization Clause Absolute Law Enforcement Liability Exclusion Oklahoma Changes - Cancellation And Nonrenewal



Named Insured: Tulsa Honor Academy

A Member of the Tokio Marine Group

One Bala Plaza, Suite 100 Bala Cynwyd, Pennsylvania 19004 610.617.7900 Fax 610.617.7940 PHLY.com

> Proposal Date: 09/26/2023 Quotation Number: 16670171

> > Total: \$ 6,845.00

			PREMIUM
EDUCATORS PROFESSIONAL SELECT Included Coverages	Limit/Aggregate Limit	Retention	
Educators Legal Liability	\$1,000,000/\$1,000,000	\$ 10,000	\$ 2,361.00
Employment Practices Liability	\$1,000,000/\$1,000,000	\$ 10,000	\$ 3,764.00
Non-Monetary Defense Expense	\$100,000/\$300,000	\$ 1,000	\$ 720.00
Retroactive Date 11/09/2015			\$ 6,845.00

## ADVISORY NOTICE TO POLICYHOLDERS

This is a summary of changes in your policy. No coverage is provided by this summary nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.** 

The major areas within the policy that broaden or reduce coverage, and other changes, are highlighted below. This notice does not reference every editorial change made in your policy.

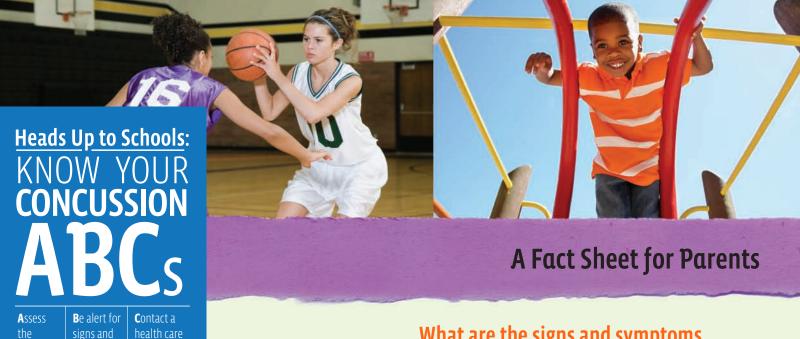
PI-EPS-033 (09/20) – ABSOLUTE LAW ENFORCEMENT LIABILITY EXCLUSION

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PI-EPS-033, ABSOLUTE LAW ENFORCEMENT LIABILITY EXCLUSION will be attached to your renewal policy.

This endorsement will clarify our intent and will exclude all law enforcement liability.

Coverage for law enforcement liability may be available to you in our Educational Institutions Security Protection Liability product. Please contact your agent or broker if you are interested in purchasing this coverage.



# What is a concussion?

professional

A concussion is a type of brain injury that changes the way the brain normally works. A concussion is caused by a bump, blow, or jolt to the head. Concussions can also occur from a blow to the body that causes the head and brain to move rapidly back and forth. Even what seems to be a mild bump to the head can be serious.

Concussions can have a more serious effect on a young, developing brain and need to be addressed correctly.

# What are the signs and symptoms of a concussion?

You can't see a concussion. Signs and symptoms of concussion can show up right after an injury or may not appear or be noticed until hours or days after the injury. It is important to watch for changes in how your child or teen is acting or feeling, if symptoms are getting worse, or if s/he just "doesn't feel right." Most concussions occur without loss of consciousness.

If your child or teen reports *one or more* of the symptoms of concussion listed below, or if you notice the symptoms yourself, seek medical attention right away. Children and teens are among those at greatest risk for concussion.

#### SIGNS AND SYMPTOMS OF A CONCUSSION

# SIGNS OBSERVED BY PARENTS OR GUARDIANS

- Appears dazed or stunned
- Is confused about events
- Answers questions slowly
- Repeats questions
- Can't recall events prior to the hit, bump, or fall
- Can't recall events after the hit, bump, or fall
- Loses consciousness (even briefly)
- Shows behavior or personality changes
- Forgets class schedule or assignments

#### SYMPTOMS REPORTED BY YOUR CHILD OR TEEN

#### Thinking/Remembering:

- Difficulty thinking clearly
- Difficulty concentrating or remembering
- Feeling more slowed down
- · Feeling sluggish, hazy, foggy, or groggy

#### Physical:

- Headache or "pressure" in head
- Nausea or vomiting
- Balance problems or dizziness
- Fatigue or feeling tired
- Blurry or double vision
- Sensitivity to light or noise
- Numbness or tingling
- Does not "feel right"

#### Emotional:

- Irritable
- Sad
- More emotional than usual
- Nervous

#### Sleep\*:

- Drowsy
- Sleeps less than usual
- Sleeps more than usual
- Has trouble falling asleep

\*Only ask about sleep symptoms if the injury occurred on a prior day.

To download this fact sheet in Spanish, please visit: www.cdc.gov/Concussion. Para obtener una copia electrónica de esta hoja de información en español, por favor visite: www.cdc.gov/Concussion.





# DANGER SIGNS

Be alert for symptoms that worsen over time. Your child or teen should be seen in an emergency department right away if s/he has:

- One pupil (the black part in the middle of the eye) larger than the other
- Drowsiness or cannot be awakened
- A headache that gets worse and does not go away
- Weakness, numbness, or decreased coordination
- · Repeated vomiting or nausea
- Slurred speech
- Convulsions or seizures
- Difficulty recognizing people or places
- Increasing confusion, restlessness, or agitation
- Unusual behavior
- Loss of consciousness (even a brief loss of consciousness should be taken seriously)



Children and teens with a concussion should NEVER return to sports or recreation activities on the same day the injury occurred. They should delay returning to their activities until a health care professional experienced in evaluating for concussion says they are symptom-free and it's OK to return to play. This means, until permitted, not returning to:

- Physical Education (PE) class,
- Sports practices or games, or
- Physical activity at recess.

# What should I do if my child or teen has a concussion?

- Seek medical attention right away. A health care
  professional experienced in evaluating for concussion
  can determine how serious the concussion is and when
  it is safe for your child or teen to return to normal
  activities, including physical activity and school
  (concentration and learning activities).
- 2. Help them take time to get better. If your child or teen has a concussion, her or his brain needs time to heal. Your child or teen may need to limit activities while s/he is recovering from a concussion. Exercising or activities that involve a lot of concentration, such as studying, working on the computer, or playing video games may cause concussion symptoms (such as headache or tiredness) to reappear or get worse. After a concussion, physical and cognitive activities—such as concentration and learning—should be carefully managed and monitored by a health care professional.
- 3. Together with your child or teen, learn more about concussions. Talk about the potential long-term effects of concussion and the dangers of returning too soon to normal activities (especially physical activity and learning/concentration). For more information about concussion and free resources, visit: <a href="https://www.cdc.gov/Concussion">www.cdc.gov/Concussion</a>.

# How can I help my child return to school safely after a concussion?

Help your child or teen get needed support when returning to school after a concussion. Talk with your child's teachers, school nurse, coach, speechlanguage pathologist, or counselor about your child's concussion and symptoms. Your child may feel frustrated, sad, and even angry because s/he cannot return to recreation and sports right away, or cannot keep up with schoolwork. Your child may also feel isolated from peers and social networks. Talk often with your child about these issues and offer your support and encouragement. As your child's symptoms decrease, the extra help or support can be removed gradually. Children and teens who return to school after a concussion may need to:

- Take rest breaks as needed,
- Spend fewer hours at school,
- Be given more time to take tests or complete assignments,
- Receive help with schoolwork, and/or
- Reduce time spent reading, writing, or on the computer.



# A FACT SHEET FOR ATHLETES

#### What is a concussion?

A concussion is a brain injury that:

- Is caused by a bump, blow, or jolt to the head
- Can change the way your brain normally works.
- Can occur during practices or games in any sport or recreational activity.
- Can happen even if you haven't been knocked out.
- Can be serious even if you've just been "dinged" or "had your bell rung."

All concussions are serious. A concussion can affect your ability to do schoolwork and other activities (such as playing video games, working on a computer, studying, driving, or exercising). Most people with a concussion get better, but it is important to give your brain time to heal.

## What are the symptoms of a concussion?

You can't see a concussion, but you might notice one or more of the symptoms listed below or that you "don't feel right" soon after, a few days after, or even weeks after the injury.

- Headache or "pressure" in head
- Nausea or vomiting
- Balance problems or dizziness
- Double or blurry vision
- Bothered by light or noise
- Feeling sluggish, hazy, foggy, or groggy
- Difficulty paying attention
- Memory problems
- Confusion

#### What should I do if I think I have a concussion?

- Tell your coaches and your parents. Never ignore a bump or blow to the head even if you feel fine. Also, tell your coach right away if you think you have a concussion or if one of your teammates might have a concussion.
- **Get a medical check-up.** A doctor or other health care professional can tell if you have a concussion and when it is OK to return to play.
- Give yourself time to get better. If you have a concussion, your brain needs time to heal. While your brain is still healing, you are much more likely to have another concussion. Repeat concussions can increase the time it takes for you to recover and may cause more damage to your brain. It is important to rest and not return to play until you get the OK from your health care professional that you are symptom-free.

### How can I prevent a concussion?

Every sport is different, but there are steps you can take to protect yourself.

- Use the proper sports equipment, including personal protective equipment. In order for equipment to protect you, it must be:
  - The right equipment for the game, position, or activity
  - Worn correctly and the correct size and fit
  - Used every time you play or practice
- Follow your coach's rules for safety and the rules of the sport.
- Practice good sportsmanship at all times.

If you think you have a concussion: Don't hide it. Report it. Take time to recover.

# It's better to miss one game than the whole season.

For more information and to order additional materials free-of-charge, visit: www.cdc.qov/Concussion.





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## Taxes, Surcharges, and Fees Notice

\*Note: The above proposal may not account for local taxes, Surcharges, and/or fees mandated by the State in which you/your business operate(s). The final policy will include a description of how local taxes, surcharges and fees, if applicable, have been allocated as determined by the risk location. Please contact a PHLY representative if you have any questions.

# **Purchase Order Register**

**Options:** Year: 2023-2024, Fund: General Fund, Date Range: 9/16/2023 - 10/22/2023

PO No	<b>Date</b>	Vendor No	Vendor	Description	Amount
208	09/20/2023	918	Tulsa World	Cost for Estimate of Needs	416.43
200	03/20/2023	510	ruisa woriu	Documents	410.43
209	09/20/2023	604	Townsend Marketing	250 shirts for renewal support	1,884.25
210	09/20/2023	1308	Joel Botello	Ballet Folklorico Dance	520.00
211	09/21/2023	607	Sundance Office Supply	CSP - AED Machine + Installation	2,158.53
212	09/21/2023	1582	ADN MexiFolk Wear LLC	CSP - Ballet Folklorico Costumes	8,500.00
213	09/22/2023	604	Townsend Marketing	HS Internship Polos	660.00
214	09/22/2023	1408	ACT, Inc.	October 2023 ACT/Pre-ACT Fees	0.00
215	09/22/2023	1344	Strong Rock Drywall LLC	Paint/Drywall Repairs	1,400.00
216	09/26/2023	1230	Flinn Scientific Inc.	CSP 610 AP Science Supplies	10,000.00
217	09/27/2023	816	Amazon Capital Services	CSP 650 Durable Classroom Goods	0.00
218	09/27/2023	1584	Kendall, Prebola and Jones, LLC	Accounting services: Employee Retention Tax Credit	25,000.00
219	09/28/2023	699	WIRED! Technology Partners, Inc.	HS Amp for Bells	0.00
220	09/29/2023	1578	Hireku, Inc.	New applicant tracking system	3,446.40
221	09/29/2023	816	Amazon Capital Services	Ballet Costumes	0.00
222	09/29/2023	816	Amazon Capital Services	CSP 650 Classroom Supplies for HS Electives	35,000.00
223	09/29/2023	816	Amazon Capital Services	CSP 640 Books/Classroom Text Resources	9,000.00
224	09/29/2023	1585	L&M Office Furniture, LLC	CSP - Study Room and College Readiness Furniture	176,711.73
225	09/29/2023	1577	Covermaster Corp.	CSP - gym floor covering for use of gym for events	14,435.80
226	09/29/2023	1341	SHI International Corp	CSP - Scholar Chromebooks for daily academic use	73,119.00
227	09/30/2023	816	Amazon Capital Services	CSP - FF&E for lower level and common spaces at HS	7,513.81
228	10/08/2023	699	WIRED! Technology Partners, Inc.	Lakewood - blanket PO for repairs	1,000.00
229	10/09/2023	699	WIRED! Technology Partners, Inc.	Lakewood - blanket PO for repairs	0.00
230	10/12/2023	793	OSU Career Services	to recruit new staff members	100.00
231	10/12/2023	1572	HECTOR WISCOW	H. Wiscow Reimbursement for fingerprints	58.25
232	10/12/2023	1569	JMANI THOMPSON	J. Thompson Reimbursement for fingerprint	58.25
233	10/12/2023	1568	LETECIA (TEECEE) LASHEA TAYLOR	L. Taylor Reimbursement for fingerprint	58.25
234	10/12/2023	1574	STEVEN DEAN JAMES	J. Steven Reimbursement for fingerprint	58.25
235	10/12/2023	1573	LASHONNA RENNE NELSON	L. Nelson Reimbursement for fingerprint	58.25
236	10/12/2023	1576	GREGORY ERIN MUNDAY	G. Munday Reimbursement for fingerprints	58.25
237	10/12/2023	1583	LEAH JEANNINE NICHOLS	L. Nichols Reimbursement for fingerprints	58.25
238	10/12/2023	1512	CHARLENE RAE JOHNSON	C. Johnson Reimbursement for Mileage, PD, etc.	2,000.00
239	10/12/2023	1419	Rich & Cartmill Inc	Activity Fund Bonds	200.00

# **Purchase Order Register**

**Options:** Year: 2023-2024, Fund: General Fund, Date Range: 9/16/2023 - 10/22/2023

PO No	Date	Vendor No	Vendor	Description	Amount
241	10/13/2023	1570	MADELEINE CLAIRE SARDINA	M. Sardina reimbursement for Fingerprints	58.25
242	10/13/2023	1567	MARGARET LAPRARIE	M. Laprarie reimbursement for Fingerprints	58.25
243	10/18/2023	1256	DS Bus Lines, Inc.	Transportation THA HS to Tulsa Adventist Academy	0.00
				Non-Payroll Total:	\$373,590.20
				Payroll Total:	\$18,760.80
				Report Total:	\$392,351.00

# **Purchase Order Register**

**Options:** Year: 2023-2024, Fund: GIFT FUND, Date Range: 9/16/2023 - 10/22/2023

PO No	Date	Vendor No	Vendor	Description	Amount
40	10/06/2023	1019	Prosperity Bank	C. Johnson Alumni meeting supplies	777.94
41	10/12/2023	1588	Premiere Interiors LLC	Wall Protection for Sheridan Campus hallways	75,750.00
				Non-Payroll Total:	\$76,527.94
				Payroll Total:	\$0.00
				Report Total:	\$76,527.94

# **Purchase Order Register**

**Options:** Year: 2023-2024, Fund: CASUALTY/FLOOD INS FUND, Date Range: 9/16/2023 - 10/22/2023

•		•	•		
PO No	Date	Vendor No	Vendor	Description	Amount
8	09/28/2023	699	WIRED! Technology Partners, Inc.	Replacement Amp for HS	685.00
9	10/13/2023	1019	Prosperity Bank	storm damage costs paid by pcard	2,487.48
			No	on-Payroll Total:	\$3,172.48
				Payroll Total:	\$0.00
					\$3,172.48

# **Change Order Listing**

**Options:** Fund: General Fund, Year: 2023-2024, ReferenceDate: Prior To Begin Date, Date Range: 9/16/2023 - 10/22/2023, Include Negative Changes: False

PO No	Date	Vendor No	Vendor	Description	Amount
60	07/06/2023	607	Sundance Office Supply	Lakewood MS - office furniture/supplies	7,000.00
62	07/06/2023	816	Amazon Capital Services	Lakewood MS - School supplies to support scholars	2,500.00
69	07/11/2023	926	Standley Systems	High School - Copier Supplies: Staples	193.39
115	08/10/2023	1307	Carolina Biological Supply Company	CSP 610 Elective Start UPs (Science)	3,095.12
117	08/10/2023	816	Amazon Capital Services	CSP 610 Elective Start Up (Science & Math)	605.26
122	08/10/2023	1201	Cengage Learning, Inc.	CSP 640 AP Calculus Book	60.00
			Nor	n-Payroll Total:	\$13,453.77
				Payroll Total:	\$5,674,705.92
				Report Total:	\$5,688,159.69

	Activ	rity Fund Deposits		Cleared Activity Fund	d Expenditures		
Description	Date	Project Code	Total	Description	Date	Project Code	Total
August 2023 Carryover	8/1/23	801 THA HIGH SCHOOL	\$2,886.00	Accidental General Fund Charge for Sund	e 9/22/23	899	\$7,864.64
August 2023 Carryover	8/1/23	802 THA HS STUDENT COUNCIL	\$1,858.89				
August 2023 Carryover	8/1/23	830 THA MIDDLE SCHOOL	\$2,082.00				
August 2023 Carryover	8/1/23	861 FLORES MS STUDENT COUNCIL	\$100.00				
August 2023 Carryover	8/1/23	862 FLORES MIDDLE SCHOOL ATHLETICS	\$890.00				
August 2023 Carryover	8/1/23	863 FLORES MIDDLE SCHOOL CLUBS	\$1,640.00	Total Clear	ed Expenditures		\$7,864.64
				Subaccount	Amount		
				801 THA HIGH SCHOOL	\$2,886.00		
				802 THA HS STUDENT COUNCIL	\$1,858.89		
				830 THA MIDDLE SCHOOL	\$2,082.00		
				861 FLORES MS STUDENT COUNCIL	\$100.00		
				862 FLORES MIDDLE SCHOOL ATHLETICS	\$890.00		
				863 FLORES MIDDLE SCHOOL CLUBS	\$1,640.00		
				898 STAFF FUND	\$0.00		
Total Previous	Month Carryover		\$9,456.89	899 GENERAL FUND REFUND	\$0.00		
Total Curren	t Month Deposits		\$0.00				
Total Current Mo	nth Expenditures		-\$7,864.64				
End o	of Month Balance		\$1,592.25				