

**BOARD OF EDUCATION
MADRID-WADDINGTON CENTRAL SCHOOL
Tuesday, September 19, 2023
High School Library
6:30 PM**

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Acceptance of Minutes of August 15, 2023 regular board meeting & August 28, 2023 special board meeting**
- IV. Reports**
 - 1. Treasurer's Report**
 - Action Item: Accept Treasurer's Report
 - 2. Buildings & Grounds**
 - 3. Transportation**
 - 4. Athletics**
 - 5. CSE Recommendations**
 - Action Item: Accept CSE Recommendations
 - 6. Student Liaison**
 - 7. High School**
 - Opening of School
 - Open House
 - 8. Elementary**
 - School Opening
 - Extracurricular Activities
 - New Math Program
 - Summer Program
- V. Public Comment (3 minute limit per person)**
- VI. Superintendent's Report**
 - 1. Capital Project Update**
 - 2. Cyber Insurance Policy**
 - 3. Capital Outlay Approval**
 - Action Item: Approval of Capital Outlay
- VII. Discussion of Old or New Business**
 - 1. NYSSBA Area 6 Dinner - October 5th**
 - 2. SLLCSBA Annual Regent Dinner - October 18th**
 - 3. Social Media Litigation**
 - Action Item: Approval of Contract
 - 4. Boys Varsity Soccer Overnight Trip - September 23rd**
 - Action Item: Approval of Overnight Trip
 - 5. Opioid Overdose Prevention Policy - 3rd & Final**
 - Action Item: Approval of Opioid Overdose Policy
- VIII. Action Item**
 - 1. Personnel**
 - Action Item: Approve Personnel Recommendations

IX. Executive Session

(For the purpose of discussion related to the medical, financial or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation).

X. Adjournment

Upcoming Dates:

Oct. 9	Observance of Columbus Day
Oct. 17	Regular Meeting 6:30 PM

Madrid, NY 13660

A Regular Meeting of the Board of Education of the Madrid-Waddington Central School was held on August 15, 2023. The Board President, Bruce Durant, called the meeting to order at 6:30 PM.

ROLL CALL Present: Wyatt Boswell, Bruce Durant, Charles Grant, Ryan Hayes, Katie Logan, Chris Pryce, Mike Ruddy, Robert Smith

Others: Eric Burke, Julie Abrantes, Joseph Binion, Patricia Bogart

Excused: Amber Sullivan

NO. 2024-010 Motion by Pryce, seconded by Grant, to approve the minutes of the July 5, 2023 Re-organizational
Approval of and Regular board of education meeting..
Minutes

Yeas: All Present

Nays: None

NO. 2024-011 Motion by Hayes, seconded by Smith, to accept the unaudited Treasurer's report for the periods
Treasurer's ending June 30, 2023 and July 31, 2023.
Report

Yeas: All Present

Nays: None

NO. 2024-012 Motion by Pryce, seconded by Logan, to retroactively establish on June 30, 2023, a 10-year
Insurance Insurance Reserve for the purpose of paying future losses, claims, actions, or purchasing of
Reserve insurance not otherwise covered by existing reserves with limits and regulations set forth by
Established General Municipal Law.

Yeas: All Present

Nays: None

NO. 2024-013 Motion by Ruddy, seconded by Smith, to retroactively allocate on June 30, 2023, \$750,000 of
Unallocated unallocated fund balance as follows:
FB 22-23 1. \$100,000 to EBLAR Reserve
Allocation 2. \$650,000 to Insurance Reserve

Yeas: All Present

Nays: None

NO. 2024-014 Motion by Boswell, seconded by Grant, that the Board, to accept the recommendation of
CPSE the Committee on Pre-School Special Education, as listed on the attached sheet, and approves the
authorization of funds to implement the special education programs and services consistent with
such recommendations.

Yeas: All Present

Nays: None

The Following Reports Were Given:

- Jr./Sr. High School Principal – Joseph Binion
 - Yellowjacket Connection
 - Regents Exam Report
- Superintendent's Report – Eric Burke
 - Capital Project

Public Comment:

- Elementary Summer Program Praised/Suggested Jr/Sr Honor Society Volunteer Assistance– Chris Pryce

NO. 2024-015 Motion by Grant, seconded by Pryce, that the Board, does resolve the following:
SEORA

WHEREAS, the Madrid Waddington Central School District (the "District"), is a local agency pursuant to the New York State Environmental Quality Review Act ("SEORA"), ECL Section 8-0101, *et seq.*, and implementing regulations, 6 NYCRR Part 617 (the "Regulations"), and

WHEREAS, the District is undertaking a capital project (the "Project") consisting of replacement, rehabilitation and reconstruction of existing District facilities and the upgrading of existing buildings and improvements that are part of the routine activities of the District including the expansion of existing facilities by less than 10,000 square feet, to include: reconstruction of existing parking lots, widening of existing parking entrance, new track surface, back stops and fencing for baseball and softball and a 2,350 sq foot addition to the existing bus garage along with the purchase of furnishings, equipment, machinery and apparatus required in connection with the purposes for which such buildings, facilities and sites are used, all to include site access, parking, demolition, as well as payment of professional fees and all other necessary costs incidental to such work; and

WHEREAS, The District with the assistance of its Architects, SEI Design Group have developed the scope of the project the Project; and

WHEREAS, Based on this scope and a review of Part 617.5 the District through its Board of Education has determined that the Project should be classified as a Type II Action as that term is defined in Part 617.5 of the Regulations; and

WHEREAS, the Board of Education of the District has carefully considered the nature and scope of the Project and the recommendations of its Architects and Attorney, and

BE IT RESOLVED by this Board of Education of the District as follows:

Section 1. Based upon the scope of the Project, the criteria contained in the Regulations, and all other supporting information including the relevant areas of environmental concern, the Board of Education finds and concludes and hereby classifies the Project as a Type II Action and therefore, no further inquiry or action under the Regulations is required.

Section 2. This Resolution shall take effect immediately.

Yeas: All Present

Nays: None

Reports Cont'd:

- Superintendent's Report – Eric Burke
 - Tax Collector
 - Cafeteria Meal Rates

NO. 2024-016 Motion by Boswell, seconded by Grant, that the board, upon the recommendation of Superintendent
Meal Rates Burke, does hereby approve the following school meal rates for 2023-2024:

- Adult Breakfast - \$2.78
- Adult Lunch - \$5.11

Yeas: All Present

Nays: None

Discussion of Old or New Business

- District Finances

NO. 2024-017 Motion by Grant, seconded by Ruddy, that the board, upon the recommendation of Superintendent
Tax Levy Burke, does hereby approve the tax levy of \$4,757.601.57.
2023-24

Yeas: All Present

Nays: None

NO. 2024-018 Motion by Logan, seconded by Smith, that the board, upon the recommendation of Superintendent
Tax Warrant Burke, does hereby approve the tax warrant of \$4,136,438.65.
2023-24

Yeas: All Present

Nays: None

NO. 2024-019 Motion by Grant, seconded by Ruddy, that the board, upon the recommendation of Superintendent
Third Eye & Burke, does hereby approve both Third Eye Interpreting and Brooke Redmond Interpreting 2023-24
Brooke Redmond contracts as presented.
Contracts

Yeas: All Present

Nays: None

Second Reading – Opioid Overdose Prevention Policy

NO. 2024-020 Motion by Hayes, seconded by Pryce, that the board, upon the recommendation of Superintendent Burke,
Handbooks & Plans does hereby approve the following 2023-24 handbooks and plans as presented:
2023-24

1. Elementary Student Handbook
2. Jr-Sr High Handbook
3. District Wide Safety Plan
4. Building Level Plan

Yeas: All Present

Nays: None

NO. 2024-021 Motion by Ruddy, seconded by Grant, that the board, upon the recommendation of Superintendent
SUNY Canton Burke, does hereby approve the SUNY Canton MOU as presented.
MOU

Yeas: All Present

Nays: None

NO. 2024-022 Motion by Boswell, seconded by Logan, that the board, upon the recommendation of Superintendent
Appointments Burke, does hereby approve the following personnel actions for the 2023-24 school year:

Appointments:

K Miller	1. Kimberly Miller; LT Sub – Elem Counselor, eff. 9/1/23, rate of \$300/day.
M Perrine	2. Meghan Perrine; The Nest Co-Advisor, 23-24SY, stipend of \$509
B Sterling	3. Brianne Sterling; The Nest Co-Advisor, 23-24SY, stipend of \$509
E Burnett	4. Elyse Burnett; School Nurse, 3-Yr Prob., eff. 9/1/23, salary of \$57,665
M French	5. Madison French; Tch. Assist., 4-Yr Prob., eff. 9/1/23, salary of \$22,350
M Hyde	6. Makayla Hyde; Tch. Assist., 4-Yr Prob., eff. 9/1/23, salary of \$22,350
K Mayette	7. Kerry Mayette; Tch. Assist., 4-Yr Prob., eff. 9/1/23, salary of \$22,350
S Hare	8. Sabrina Hare; Sub Tch., eff. 9/7/23, rate of \$115/day
S Hare	9. Sabrina Hare; Sub Nurse, eff 9/7/23, rate of \$130/day

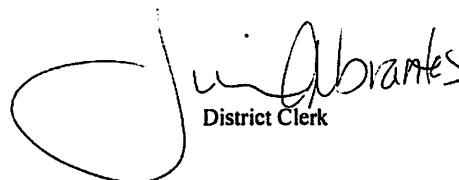
Yeas: All Present

Nays: None

No. 2024-023 Motion by Boswell, seconded by Pryce, to adjourn the regular meeting at 7:34 PM.
Adjournment

Yeas: All Present

Nays: None


District Clerk

Madrid, NY 13660

A Special Meeting of the Board of Education of the Madrid-Waddington Central School was held on August 28, 2023. The Board President, Bruce Durant, called the meeting to order at 5:00 PM.

ROLL CALL Present: Bruce Durant, Katie Logan (in at 5:03 PM), Chris Pryce, Mike Ruddy, Robert Smith, Amber Sullivan

Others: Eric Burke and Julie Abrantes

Excused: Wyatt Boswell, Charles Grant, Ryan Hayes

NO. 2024-024 Motion by Pryce, seconded by Ruddy, do resolve and duly move to adopt the following resolution:

2023 Cap Imp. Reserve BE IT RESOLVED, by the Board of Education of the Madrid-Waddington Central School District, New York, as follows:

Section 1. Pursuant to Section 3651 of the Education Law there is hereby established a capital reserve fund for the Madrid-Waddington Central School District, New York, which shall be designated as the "2023 Capital Improvements Reserve Fund" of said School District.

Section 2. Such 2023 Capital Improvements Reserve Fund is hereby established for financing, in whole or in part, the following objects or purposes of said School District:

Construction, reconstruction, improvement and equipping of school buildings and facilities; provided that such capital costs are an object or purpose that would be eligible for bond financing under the Local Finance Law, and costs incidental thereto.

Section 3. The ultimate amount of such Fund shall be \$3,000,000 plus earnings thereon.

Section 4. The probable term of such Fund shall be ten (10) years, after which time no further funds may be transferred to such Fund, unless previously extended by the voters, but such Fund shall continue in existence until liquidated in accordance with the Education Law or until the funds are exhausted.

Section 5. The source from which the funds for such Fund will be obtained is as follows: (i) amounts from budgetary appropriations from time to time, and (ii) unappropriated fund balance made available by the Board of Education from time to time, and (iii) New York State Aid received and made available by the Board of Education from time to time, all to the extent permitted by law.

Section 6. This resolution is a preliminary matter under the State Environmental Quality Review Act and the applicable regulations promulgated thereunder ("SEQRA"), which does not commit the School District to undertake, fund or approve any action under SEQRA.

Section 7. This resolution shall take effect upon the approval thereof by a majority of the qualified voters of said School District voting on a proposition therefor submitted at a special district meeting of said School District, the details of which shall be specified by a further resolution of this Board of Education. Upon such approval, no further action of this Board of Education will be required to perfect the establishment of such Reserve Fund.

Yeas: Bruce Durant, Chris Pryce, Mike Ruddy, Robert Smith, Amber Sullivan

Nays: None

NO. 2024-025 Motion by Sullivan, seconded by Smith, do resolve and duly move to adopt the following resolution:

2023 Transp/ Equip Res. BE IT RESOLVED, by the Board of Education of the Madrid-Waddington Central School District, New York, as follows:

Section 1. Pursuant to Section 3651 of the Education Law there is hereby established a capital reserve fund for the Madrid-Waddington Central School District, New York, which shall be designated as the "2023 Transportation/Equipment Reserve Fund" of said School District.

Section 2. Such 2023 Transportation/Equipment Reserve Fund is hereby established for financing, in whole or in part, the following objects or purposes of said School District:

The purchase of school buses,
vehicles and equipment that
would be eligible for bond
financing under the Local Finance
Law, and costs incidental thereto.

Section 3. The ultimate amount of such Fund shall be \$2,000,000 plus earnings thereon.

Section 4. The probable term of such Fund shall be ten (10) years, after which time no further funds may be transferred to such Fund, unless previously extended by the voters, but such Fund shall continue in existence until liquidated in accordance with the Education Law or until the funds are exhausted.

Section 5. The source from which the funds for such Fund will be obtained is as follows: (i) an initial deposit of \$400,000, and (ii) amounts from budgetary appropriations from time to time, and (iii) unappropriated fund balance made available by the Board of Education from time to time, and (iv) New York State Aid received and made available by the Board of Education from time to time, all to the extent permitted by law.

Section 6. This resolution shall take effect upon the approval thereof by a majority of the qualified voters of said School District voting on a proposition therefor submitted at a special district meeting of said School District, the details of which shall be specified by a further resolution of this Board of Education. Upon such approval, no further action of this Board of Education will be required to perfect the establishment of such Reserve Fund.

Yeas: Bruce Durant, Chris Pryce, Mike Ruddy, Robert Smith, Amber Sullivan

Nays: None

NO. 2024-026 Motion by Ruddy, seconded by Pryce, do resolve and duly move to adopt the following resolution:
Cap Improve &
Reserve Vote
10/18/23

BE IT RESOLVED BY THE BOARD OF EDUCATION AS FOLLOWS:

1. A special meeting of the qualified voters of the Madrid-Waddington Central School District shall be held at the Main Building in said District, on Tuesday, October 18, 2023, between the hours of 1:00 PM and 8:00 PM, for the purpose of voting on the propositions described in the notice of special meeting hereinafter set forth.

2. Said special meeting shall be called by giving the following notice thereof:

**NOTICE OF SPECIAL MEETING OF THE QUALIFIED VOTERS OF
MADRID-WADDINGTON CENTRAL SCHOOL DISTRICT**

NOTICE IS HEREBY GIVEN that a special meeting of the qualified voters of the Madrid-Waddington Central School District shall be held at the Main Building in said District, on Tuesday, October 18, 2023, between the hours of 1:00 PM and 8:00 PM. The following propositions will be submitted for voter approval at said meeting:

PROPOSITION #1

Shall the following resolution be adopted to wit:

Resolved that the Board of Education of the Madrid-Waddington Central School District is hereby authorized to undertake certain capital improvements consisting of addition to, and construction and reconstruction of, the school building and facilities, site improvements and the acquisition of certain original furnishings, equipment, and apparatus and other incidental improvements required in connection therewith for such construction and school use, all at an estimated maximum aggregate cost of \$15,200,000; and to appropriate and expend up to \$1,700,000 of excess, unallocated funds held by the District for capital improvements, for such costs, and that the balance of such cost, or so much thereof as may be necessary, shall be raised by

the levy of a tax to be collected in annual installments, with such tax to be offset by state aid available therefor; and, in anticipation of such tax, debt obligations of the school district as may be necessary not to exceed \$13,500,000 shall be issued.

AND NOTICE IS ALSO GIVEN that the following proposition will be submitted for voter approval at such time:

PROPOSITION #2

Shall the following resolution be adopted to wit:

Resolved that the Board of Education of the Madrid-Waddington Central School District is hereby authorized to establish a Capital Reserve Fund pursuant to Section 3651 of the Education Law (to be known as the "2023 Capital Improvements Reserve Fund"), with the purpose of such fund being to finance construction, reconstruction, improvement and equipping of school buildings and facilities; such capital costs being of a type that would be eligible for bond financing under the local finance law, and costs incidental thereto, the ultimate amount of such fund to be \$3,000,000, plus earnings thereon, the probable term of such fund to be ten (10) years, but such fund shall continue in existence until liquidated in accordance with the Education Law or until the funds are exhausted, and the sources from which the funds shall be obtained for such Reserve are (i) amounts from budgetary appropriations from time to time, and (ii) unappropriated fund balance made available by the Board of Education from time to time, and (iii) New York State Aid received and made available by the Board of Education from time to time, all as permitted by law.

AND NOTICE IS ALSO GIVEN that the following proposition will be submitted for voter approval at such time:

PROPOSITION #3

Shall the following resolution be adopted to wit:

Resolved that the Board of Education of the Madrid-Waddington Central School District is hereby authorized to establish a Transportation Vehicle Replacement Reserve Fund pursuant to Section 3651 of the Education Law (to be known as the "2023 Transportation/Equipment Reserve Fund"), with the purpose of such fund being to finance the purchase of school buses, vehicles and equipment that would be eligible for bond financing under the Local Finance Law, and costs incidental thereto, the ultimate amount of such fund to be \$2,000,000, plus earnings thereon, the probable term of such fund to be ten (10) years, but such fund shall continue in existence until liquidated in accordance with the Education Law or until the funds are exhausted, and the sources from which the funds shall be obtained for such Reserve are (i) an initial deposit of \$400,000, and (ii) amounts from budgetary appropriations from time to time, and (iii) unappropriated fund balance made available by the Board of Education from time to time, and (iv) New York State Aid received and made available by the Board of Education from time to time, all as permitted by law.

The School District, acting as lead agency to the extent necessary, if any, for this purpose under the State Environmental Quality Review Act and the applicable regulations promulgated thereunder ("SEQRA"), has completed its environmental review and, on August 15, 2023, has duly determined and found the purpose described in Proposition #1 to be a type II action under SEQRA which will not have a significant impact on the environment and is not subject to any further environmental review under SEQRA.

AND NOTICE IS GIVEN that qualified military voters may apply for a military ballot by requesting an application from the District Clerk at (315) 322-5746 or jabrantes@mwcsk12.org. For a military voter to be issued a military ballot, the District Clerk must have received a valid ballot application no later than 5:00 PM on September 22, 2023. In a request for a military ballot application or ballot, the military voter may indicate their preference for receiving the application or ballot by mail, facsimile transmission or email.

AND NOTICE IS GIVEN, that applications for absentee ballots shall be obtainable during school business hours from the District Clerk; completed applications must be received by the District Clerk at least seven (7) days before the vote and election if the ballot is to be mailed to the voter, or the day before the vote and election if the ballot is to be delivered personally to the voter. Absentee ballots must be received by the District Clerk not later than 5:00 PM on October 18, 2023.

A list of persons to whom absentee and military ballots are issued will be available for inspection to qualified voters of the District in the office of the District Clerk on and after October 4, 2023,

between the hours of 8:00 AM and 4:00 PM on weekdays prior to the Election; and on October 18, 2023, the day set for the Election, said list will be posted at the polling place.

The District Clerk is authorized to amend or modify this notice to comply with applicable legal requirements.

Yeas: All Present

Nays: None

NO. 2024-027 Motion by Logan, seconded by Sullivan, that the board, upon the recommendation of Superintendent
Appointments Burke, does hereby approve the following personnel actions for the 2023-24 school year:

Appointments:

E Brothers	1. Erren Brothers; Tch. Asst., 4-yr Prob., eff. 9/1/23, salary of \$22,350
K Foote	2. Kimberly Foote; Sub Monitor, eff. 9/1/23, rate of \$15/hr
K Foote	3. Kimberly Foote; Sub Bus Driver, eff. 9/1/23, rate of \$17/hr

Resignations:

K Foote	4. Kimberly Foote; Monitor, eff. 9/1/23
B McCall	5. Brenda McCall; Class of 2024 Advisor, eff. 8/17/23
S Ruddy	6. Sandra Ruddy; Class of 2024 Advisor, eff. 8/23/23
K Mayette	7. Kerry Mayette; Tch., Asst., eff. 8/16/23
E Brothers	8. Erren Brothers, Food Service Worker, eff. 8/31/23

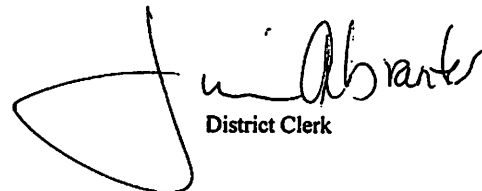
Yeas: All Present

Nays: None

No. 2024-028 Motion by Smith, seconded by Ruddy, to adjourn the regular meeting at 5:03 PM.
Adjournment

Yeas: All Present

Nays: None



District Clerk

September 05, 2023
10:15:42 am

MADRID-WADDINGTON CSD

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A/P Check Register
Bank Account: CBCAPFUND - COMMUNITY BANK CAPITAL FUND

Check Number	Check Date	Pay Type	Remit To	Warrant	Fund	Recorded	Void	Date	Reason	Check Amount	Check Number
002333	08/09/2023	C	JOHNSON NEWSPAPER CORP	0014		No	No			\$1,384.92	002333
Subtotal for Bank Account: CBCAPFUND - COMMUNITY BANK CAPITAL FUND										Grand Total	\$1,384.92
										Void Total	\$0.00
										Net	\$1,384.92
										Grand Total	\$1,384.92
										Void Total	\$0.00
										Net	\$1,384.92

Selection Criteria

Bank Account: CBCAPFUND
Check date is between 08/01/2023 and 08/31/2023
Sort by: Check Number
Printed by JULIE K. ABRANTES

Payment Types: C=Computer Check A=Automated Payment E=Electronic Transfer(Manual) M=Manual Check

MADRID-WADDINGTON CSD

Budget Status Report As Of: 08/31/2023

Fiscal Year: 2024

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
1010-400-00-0000	Board Education Other	7,500.00	0.00	7,500.00	1,080.80	0.00	6,409.20
1010-400-00-1000	Prof Dev Other	5,500.00	0.00	5,500.00	0.00	0.00	5,500.00
1010-490-00-0000	BOCES Services	2,590.00	0.00	2,590.00	0.00	0.00	2,590.00
1010-500-00-0000	Board Education Supplies	500.00	0.00	500.00	0.00	0.00	500.00
1040-160-00-0000	District Clerk Salary	101,486.00	0.00	101,486.00	19,518.45	81,977.50	0.05
1040-400-00-0000	District Clerk Other	1,750.00	0.00	1,750.00	0.00	0.00	1,750.00
1040-400-00-1000	Prof Dev Other	250.00	0.00	250.00	0.00	0.00	250.00
1040-500-00-0000	District Clerk Supplies	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
1060-400-00-0000	District meetings other	2,700.00	0.00	2,700.00	0.00	0.00	2,700.00
10 Board of Education - State Function Group Subtotal		123,788.00	0.00	123,788.00	20,609.25	81,977.50	21,199.25
1240-150-00-0000	Superintendent Salary	101,699.00	0.00	101,699.00	19,639.15	82,494.18	-434.33
1240-160-00-0000	Superintendent Secretary	54,040.00	0.00	54,040.00	10,200.00	42,840.00	1,000.00
1240-400-00-0000	Chief School Admin Other	8,480.00	0.00	8,480.00	2,399.38	0.00	6,080.62
1240-400-00-1000	Prof Dev Other	2,000.00	0.00	2,000.00	1,424.68	774.00	-198.68
1240-500-00-0000	Chief School Admin Suppli	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
12 Central Administration - State Function Group Subtotal		167,719.00	0.00	167,719.00	33,663.21	126,108.18	7,947.61
1310-150-00-0000	Business Admin Instructio	50,090.00	0.00	50,090.00	9,822.40	41,244.27	-976.67
1310-160-00-0000	Business Admin Noninstruc	33,361.00	0.00	33,361.00	6,415.60	26,945.45	-0.05
1310-400-00-0000	Business Admin Other	30,351.00	0.00	30,351.00	8,133.61	3,000.00	19,217.39
1310-490-00-0000	BOCES Services	84,174.00	0.00	84,174.00	0.00	0.00	84,174.00
1310-500-00-0000	Business Admin Supplies	3,750.00	0.00	3,750.00	370.39	140.72	3,238.89
1320-400-00-0000	Auditing Other Exp	28,000.00	0.00	28,000.00	0.00	0.00	28,000.00
1325-160-00-0000	Treasurer Salary	15,450.00	0.00	15,450.00	2,971.15	12,478.85	0.00
1325-400-00-0000	Treasurer Other	825.00	0.00	825.00	0.00	0.00	825.00
1325-500-00-0000	Treasurer Supplies	100.00	0.00	100.00	0.00	0.00	100.00
1330-160-00-0000	Tax Collector Salary	5,402.00	0.00	5,402.00	0.00	5,402.00	0.00
1330-400-00-0000	Tax Collector Other	465.00	0.00	465.00	177.81	283.64	-6.45
1330-500-00-0000	Tax Collector Supplies	600.00	0.00	600.00	0.00	0.00	600.00
1345-490-00-0000	Purchase BOCES Services	3,590.00	0.00	3,590.00	0.00	0.00	3,590.00
1380-400-00-0000	Fiscal Agent Fees	7,500.00	0.00	7,500.00	0.00	0.00	7,500.00
13 Finance - State Function Group Subtotal		263,658.00	0.00	263,658.00	27,890.96	89,504.93	146,262.11
1420-400-00-0000	Legal Other Expense	25,000.00	0.00	25,000.00	2,715.00	0.00	22,285.00
1430-490-00-0000	BOCES Services - PERS	22,853.00	0.00	22,853.00	0.00	0.00	22,853.00
1460-490-00-0000	BOCES Services	2,500.00	0.00	2,500.00	0.00	0.00	2,500.00
14 Staff - State Function Group Subtotal		50,353.00	0.00	50,353.00	2,715.00	0.00	47,638.00
1620-160-00-0000	Operation Salaries	259,153.00	0.00	259,153.00	41,386.10	175,571.40	42,195.50
1620-200-00-0000	Operation Equipment	10,000.00	0.00	10,000.00	0.00	0.00	10,000.00
1620-400-00-0000	Operation Other Expense	25,000.00	0.00	25,000.00	393.40	0.00	24,606.60

MADRID-WADDINGTON CSD

Budget Status Report As Of: 08/31/2023

Fiscal Year: 2024

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
1620-400-00-1000	Prof Dev Other	250.00	0.00	250.00	80.00	0.00	170.00
1620-402-00-0000	Natural Gas	117,000.00	0.00	117,000.00	4,289.90	0.00	112,710.10
1620-407-00-0000	Electricity	175,000.00	0.00	175,000.00	7,803.40	0.00	167,196.60
1620-408-00-0000	Telephone	15,000.00	0.00	15,000.00	425.44	0.00	14,574.56
1620-490-00-0000	BOCES Services	24,755.00	0.00	24,755.00	0.00	0.00	24,755.00
1620-500-00-0000	Operation Supplies	40,000.00	0.00	40,000.00	25,269.92	1,543.01	13,187.07
1620-500-01-0000	Auditorium Supplies	1,800.00	0.00	1,800.00	0.00	0.00	1,800.00
1621-160-00-0000	Maintenance Salaries	313,913.00	0.00	313,913.00	64,147.12	194,441.45	55,324.43
1621-200-00-0000	Maintenance Equipment	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00
1621-200-01-0000	Auditorium Equipment	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00
1621-400-00-0000	Maintenance Other	30,000.00	0.00	30,000.00	12,491.70	2,200.00	15,308.30
1621-400-01-0000	Auditorium Other	7,000.00	0.00	7,000.00	0.00	0.00	7,000.00
1621-490-00-0000	Maintenance - BOCES Svces	17,950.00	0.00	17,950.00	0.00	0.00	17,950.00
1621-500-00-0000	Maintenance Supplies	23,000.00	0.00	23,000.00	10,549.07	5,920.55	6,530.38
1670-400-00-0000	Mailing Other Expense	8,910.00	0.00	8,910.00	0.00	0.00	8,910.00
1670-490-00-0000	Printing BOCES Services	6,000.00	0.00	6,000.00	0.00	0.00	6,000.00
1670-500-00-0000	Mailing Supplies	750.00	0.00	750.00	0.00	0.00	750.00
1680-490-00-0000	Data Processing BOCES	441,299.00	0.00	441,299.00	0.00	0.00	441,299.00
18 Central Services - State Function Group Subtotal		1,526,780.00	0.00	1,526,780.00	166,836.05	379,676.41	980,267.54
1910-400-00-0000	Unallocated Insurance	79,694.00	0.00	79,694.00	57,755.80	0.00	21,938.20
1984-400-00-0000	Refund of Real Property	2,500.00	0.00	2,500.00	0.00	0.00	2,500.00
1981-490-00-0000	BOCES Admin. Charge	425,358.00	0.00	425,358.00	0.00	0.00	425,358.00
1983-490-00-0000	BOCES Capital Expense	200,298.00	0.00	200,298.00	0.00	0.00	200,298.00
19 Special Items (Contractual Expense) - State Function Group Sub		707,850.00	0.00	707,850.00	57,755.80	0.00	650,094.20
2010-490-00-0000	BOCES Curriculum Develop	38,123.00	0.00	38,123.00	0.00	0.00	38,123.00
2020-150-00-0000	Principals' Salaries-Elem	82,750.00	0.00	82,750.00	15,913.45	66,836.55	0.00
2020-150-05-0000	Principals' Salaries-HS	105,180.00	0.00	105,180.00	19,409.60	85,520.40	250.00
2020-161-00-0000	Secretaries' Sal - Elem	38,930.00	0.00	38,930.00	5,996.85	27,636.75	5,286.40
2020-161-05-0000	Secretaries' Sal - HS	39,774.00	0.00	39,774.00	7,072.00	29,702.40	2,999.60
2020-162-00-0000	Monitors' Salaries - K-3	14,976.00	0.00	14,976.00	0.00	5,500.50	9,475.50
2020-162-00-3000	Monitors' Salaries - 4-5	2,486.00	0.00	2,486.00	0.00	0.00	2,486.00
2020-162-05-0000	Monitors' Salaries - 7-12	5,203.00	0.00	5,203.00	0.00	1,833.50	3,369.50
2020-400-00-0000	Super Other Exp - Elem	3,310.00	0.00	3,310.00	0.00	0.00	3,310.00
2020-400-00-1000	Prof Dev Other Elem	550.00	0.00	550.00	42.00	0.00	508.00
2020-400-05-0000	Super Other Exp - HS	4,207.00	0.00	4,207.00	0.00	850.00	3,357.00
2020-400-05-1000	Prof Dev Other HS	550.00	0.00	550.00	0.00	0.00	550.00
2020-500-00-0000	Supervision Sup - Elem	1,750.00	0.00	1,750.00	70.90	0.00	1,679.10
2020-500-05-0000	Supervision Sup - HS	1,750.00	0.00	1,750.00	0.00	0.00	1,750.00

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2060-400-00-0000	Grant Writer Services	20,000.00	0.00	20,000.00	0.00	0.00	20,000.00
2070-150-00-0000	Inservices Instr. Salaries	500.00	0.00	500.00	0.00	0.00	500.00
20 Administration and Improvement - State Function Group Subtot							
2110-110-00-0000	Teacher Salaries 1/2 Day	360,039.00	0.00	360,039.00	48,604.80	217,880.10	93,654.10
2110-110-01-0000	Teacher Salaries Pre-K	15,000.00	0.00	15,000.00	0.00	0.00	15,000.00
2110-120-00-0000	Teacher Salaries K-3	4,250.00	0.00	4,250.00	0.00	0.00	4,250.00
2110-120-01-0000	Teacher Salaries K-3	952,719.00	0.00	952,719.00	0.00	878,800.83	73,918.17
2110-120-01-1000	TCH Salaries K-3 PROF DEV	5,000.00	0.00	5,000.00	2,000.00	0.00	3,000.00
2110-121-00-0000	TCH Sal Pre-K PROF Dev	700.00	0.00	700.00	600.00	0.00	100.00
2110-121-01-0000	4-5 ELEMENTARY TEACHERS	614,613.00	0.00	614,613.00	6,193.80	558,980.03	49,439.17
2110-121-03-0000	TCH Salaries 4-5 PROF DEV	3,500.00	0.00	3,500.00	3,200.00	0.00	300.00
2110-121-03-1000	6 ELEM TCH SALARIES	243,846.00	0.00	243,846.00	0.00	228,941.51	14,904.49
2110-121-03-1000	6 Tch Prof Dev Stipends	1,000.00	0.00	1,000.00	288.00	0.00	712.00
2110-122-00-0000	K-3 ELEM TCH ASSISTANT	104,061.00	0.00	104,061.00	662.22	58,483.00	44,915.78
2110-122-00-1000	Pre-K TCH ASSISTANT	54,600.00	0.00	54,600.00	0.00	28,205.00	26,395.00
2110-123-00-0000	4-5 ELEM TCH ASSISTANT	48,029.00	0.00	48,029.00	0.00	41,614.00	6,415.00
2110-130-00-0000	Teacher Salaries 7-12	1,579,573.00	0.00	1,579,573.00	0.00	1,533,982.63	45,590.37
2110-130-01-0000	TCH Sal 7-12 PROF DEV	5,000.00	0.00	5,000.00	2,912.00	4,250.00	-2,162.00
2110-131-00-0000	TCH ASSIST Salaries 7-12	60,346.00	0.00	60,346.00	0.00	57,457.50	2,888.50
2110-140-00-0000	Substitute Teachers - K-3	35,000.00	0.00	35,000.00	0.00	0.00	35,000.00
2110-140-00-1000	Substitute Tch -Pre-K	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
2110-140-01-0000	Substitute Teachers - 4-5	18,000.00	0.00	18,000.00	0.00	0.00	18,000.00
2110-140-02-0000	Substitute Tch - 7-12	7,000.00	0.00	7,000.00	0.00	0.00	7,000.00
2110-140-03-0000	Substitute TCH - 7-12	62,000.00	0.00	62,000.00	0.00	0.00	62,000.00
2110-150-00-0000	Tutoring Salaries- K-3	2,462.00	0.00	2,462.00	0.00	0.00	2,462.00
2110-150-01-0000	Tutoring Salaries- 4-5	1,231.00	0.00	1,231.00	0.00	0.00	1,231.00
2110-150-02-0000	Tutoring Salaries- 6	615.00	0.00	615.00	0.00	0.00	615.00
2110-150-05-0000	Tutoring Salaries- 7-12	3,692.00	0.00	3,692.00	0.00	0.00	3,692.00
2110-160-00-0000	NON-INSTR SALARIES - K-3	1,700.00	0.00	1,700.00	0.00	0.00	1,700.00
2110-160-00-1000	NON-INSTR SALARIES Pre-K	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
2110-160-01-0000	NON-INSTR SALARIES - 4-5	250.00	0.00	250.00	0.00	0.00	250.00
2110-200-00-0000	General Equipment K-12	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00
2110-400-00-0000	General Other Expense	19,000.00	0.00	19,000.00	779.15	426.28	17,794.57
2110-400-01-0000	General Other Exp Pre-K	200.00	0.00	200.00	0.00	79.49	120.51
2110-400-01-1000	General Other Exp K-3	650.00	0.00	650.00	579.63	468.69	-398.32
2110-400-02-0000	General Other Exp 4-5	650.00	0.00	650.00	17.03	231.95	401.02
2110-400-03-0000	General Other Exp 6	250.00	0.00	250.00	229.50	0.00	20.50
2110-400-03-1000	Instrum Music k-3 Other E	127.00	0.00	127.00	0.00	0.00	127.00
2110-400-03-1000	Instrum Music 4-5 Other E	127.00	0.00	127.00	0.00	0.00	127.00

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2110-400-03-1200	Instrum Music 6 Other E	74.00	0.00	74.00	0.00	0.00	74.00
2110-400-03-1300	PRE-K Comm & Assem Other	75.00	0.00	75.00	0.00	0.00	75.00
2110-400-03-1400	K-3 Comm & Assem Other	175.00	0.00	175.00	0.00	0.00	175.00
2110-400-03-1500	4-5 Comm & Assem Other	175.00	0.00	175.00	0.00	0.00	175.00
2110-400-03-1600	6 Comm & Assem Other	75.00	0.00	75.00	0.00	0.00	75.00
2110-400-03-1700	PRE-K Teacher Conference	750.00	0.00	750.00	0.00	0.00	750.00
2110-400-03-1800	K-3 Teacher Conference	625.00	0.00	625.00	0.00	0.00	625.00
2110-400-03-1900	4-5 Teacher Conference	625.00	0.00	625.00	0.00	0.00	625.00
2110-400-03-2000	6 Teacher Conference	100.00	0.00	100.00	0.00	0.00	100.00
2110-400-05-0000	General Other Exp 7-12	7,500.00	0.00	7,500.00	1,035.99	0.00	6,464.01
2110-400-05-0700	Phys Ed 7-12 Other Expend	361.00	0.00	361.00	0.00	0.00	361.00
2110-400-05-0800	Music Piano Accompanist	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
2110-400-05-1100	Instrum Music 7-12 Other	1,750.00	0.00	1,750.00	600.00	0.00	1,150.00
2110-400-05-1200	Vocal Music 7-12 Other	750.00	0.00	750.00	0.00	0.00	750.00
2110-400-05-1300	State/Nat'l Music Other 7	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00
2110-400-05-1600	7-12 Comm & Assem Other	1,650.00	0.00	1,650.00	0.00	0.00	1,650.00
2110-400-05-1700	7-12 Teacher Conference	3,000.00	0.00	3,000.00	1,102.00	235.00	1,663.00
2110-470-00-0000	Tuition - K-3	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
2110-470-03-0000	Tuition - 4-5	8,500.00	0.00	8,500.00	0.00	0.00	8,500.00
2110-470-03-1000	Tuition - 6	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
2110-470-03-1100	Tuition - 7-12	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00
2110-480-01-0000	Campus/St. Man's Text	850.00	0.00	850.00	0.00	0.00	850.00
2110-480-03-0100	Textbooks K-3	5,000.00	0.00	5,000.00	6,320.42	0.00	-1,320.42
2110-480-03-0200	Textbooks 4-5	5,000.00	0.00	5,000.00	152.22	0.00	4,847.78
2110-480-03-0300	Textbooks 6	3,519.00	0.00	3,519.00	0.00	915.22	2,603.78
2110-480-05-0100	Textbooks 7-12	18,519.00	0.00	18,519.00	1,001.62	1,264.03	16,253.35
2110-490-00-0000	BOCES Services	202,800.00	0.00	202,800.00	0.00	0.00	202,800.00
2110-500-00-0000	General K-12 Supplies	20,000.00	0.00	20,000.00	198.55	0.00	19,801.45
2110-500-03-0000	General Pre-K Supplies	1,000.00	0.00	1,000.00	786.09	703.03	-489.12
2110-500-03-0100	General K-3 Supplies	8,000.00	0.00	8,000.00	11,168.54	5,206.40	-8,374.94
2110-500-03-0110	General 4-5 Supplies	6,000.00	0.00	6,000.00	8,292.33	296.38	-2,588.71
2110-500-03-0120	General 6 Supplies	2,500.00	0.00	2,500.00	292.94	444.67	1,762.39
2110-500-03-0200	Art Pre-k Supplies	250.00	0.00	250.00	161.28	0.00	88.72
2110-500-03-0300	Art K-3 Supplies	1,000.00	0.00	1,000.00	406.35	674.04	-80.39
2110-500-03-0400	Art 4-5 Supplies	750.00	0.00	750.00	164.97	589.30	-4.27
2110-500-03-0500	Art 6 Supplies	400.00	0.00	400.00	388.64	0.00	11.36
2110-500-03-0600	Phys Ed PRE-K Supplies	76.00	0.00	76.00	0.00	0.00	76.00
2110-500-03-0700	Phys Ed K-3 Supplies	150.00	0.00	150.00	168.95	0.00	-18.95
2110-500-03-0800	Phys Ed 4-5 Supplies	150.00	0.00	150.00	438.00	0.00	-288.00

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2110-500-03-0900	Phys Ed 6 Supplies	100.00	0.00	100.00	72.83	0.00	27.17
2110-500-03-1100	Instrum Music K-3 Supplie	100.00	0.00	100.00	92.98	0.00	7.02
2110-500-03-1110	Instrum Music 4-5 Supplie	100.00	0.00	100.00	0.00	0.00	100.00
2110-500-03-1120	Instrum Music 6 Supplie	50.00	0.00	50.00	0.00	0.00	50.00
2110-500-03-1200	Vocal Music K-3 Supplies	100.00	0.00	100.00	93.16	0.00	6.84
2110-500-03-1500	Vocal Music4-5 Supplies	100.00	0.00	100.00	0.00	0.00	100.00
2110-500-03-1600	Vocal Music 6 Supplies	50.00	0.00	50.00	0.00	0.00	50.00
2110-500-05-0000	General 7-12 Supplies	12,000.00	0.00	12,000.00	512.47	4,066.45	7,421.08
2110-500-05-0200	Art 7-12 Supplies	2,250.00	0.00	2,250.00	0.00	0.00	2,250.00
2110-500-05-0300	Health 7-12 Supplies	105.00	0.00	105.00	0.00	0.00	105.00
2110-500-05-0400	English 7-12 Supplies	105.00	0.00	105.00	0.00	0.00	105.00
2110-500-05-0500	French 7-12 Supplies	300.00	0.00	300.00	0.00	109.99	190.01
2110-500-05-0600	Spanish 7-12 Supplies	300.00	0.00	300.00	0.00	479.95	-179.95
2110-500-05-0700	Phys Ed Supplies Jones	600.00	0.00	600.00	0.00	0.00	600.00
2110-500-05-0800	Phys Ed Supplies Shoen	600.00	0.00	600.00	0.00	2,399.00	-1,799.00
2110-500-05-1000	Math 7-12 Supplies	775.00	0.00	775.00	0.00	0.00	775.00
2110-500-05-1100	Instrum Music 7-12 Suppli	1,750.00	0.00	1,750.00	142.73	1,272.53	334.74
2110-500-05-1200	Vocal Music 7-12 Supplies	1,300.00	0.00	1,300.00	0.00	231.20	1,068.80
2110-500-05-1300	Science 7-12 Supplies	3,600.00	0.00	3,600.00	1,998.41	1,289.57	312.02
2110-500-05-1400	Social Studies 7-12 Suppl	400.00	0.00	400.00	0.00	0.00	400.00
2110-500-05-1700	Music 7-12 Instruments	2,000.00	0.00	2,000.00	2,628.00	0.00	-628.00
2250-150-00-0000	Handicapped TCH SAL K-3	165,984.00	0.00	165,984.00	961.55	189,342.90	-24,320.45
2250-150-00-0100	Sub Hdcp Tch Sal K-3	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
2250-150-00-1000	Hdcp Tch Prof Dev K-3	350.00	0.00	350.00	900.00	0.00	-550.00
2250-150-03-0000	Handicapped TCH SAL 4-5	86,320.00	0.00	86,320.00	384.60	83,282.95	2,652.45
2250-150-03-0100	Handicapped TCH SAL 6	37,701.00	0.00	37,701.00	153.85	36,705.90	841.25
2250-150-03-0200	Sub Hdcp TCH SAL 4-5	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
2250-150-03-0300	Sub Hdcp TCH SAL 6	500.00	0.00	500.00	0.00	0.00	500.00
2250-150-03-1000	Hdcp TCH SAL 4-5 Prof Dev	200.00	0.00	200.00	0.00	0.00	200.00
2250-150-03-1100	Hdcp TCH SAL 6 Prof Dev	100.00	0.00	100.00	0.00	0.00	100.00
2250-150-05-0000	Handicapped TCH SAL 7-12	152,622.00	0.00	152,622.00	615.40	147,543.35	4,463.25
2250-150-05-0100	Sub Hdcp TCH SAL 7-12	2,500.00	0.00	2,500.00	0.00	0.00	2,500.00
2250-150-05-1000	Hdcp TchSal 7-12 Prof Dev	300.00	0.00	300.00	800.00	0.00	-500.00
2250-151-00-0000	Hdcp Tch Asst K-3	60,520.00	0.00	60,520.00	0.00	26,520.00	34,000.00
2250-151-03-0000	Hdcp Tch Asst 4-5	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
2250-151-03-0100	Hdcp Tch Asst 6	7,662.00	0.00	7,662.00	0.00	35.00	7,627.00
2250-151-05-0000	Hdcp Tch Asst 7-12	100,615.00	0.00	100,615.00	305.64	30,487.50	69,841.88
2250-160-00-0000	Hdcp Noninstr Sal Pre-K	3,500.00	0.00	3,500.00	673.10	2,826.90	0.00

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2250-160-01-0000	Hdkp Noninstr Sal K-3	1,237.00	0.00	1,237.00	275.25	1,156.01	-194.26
2250-160-03-0000	Hdkp Noninstr Sal 4-5	5,547.00	0.00	5,547.00	1,066.85	4,480.65	-0.50
2250-160-03-0100	Hdkp Noninstr Sal 6	2,679.00	0.00	2,679.00	515.20	2,165.57	-1.77
2250-160-05-0000	Hdkp Noninstr Sal 7-12	8,843.00	0.00	8,843.00	1,807.20	7,590.27	-554.47
2250-400-00-0000	Hdkp Other Expense - K-3	73,750.00	0.00	73,750.00	2,016.00	0.00	71,734.00
2250-400-00-1000	Hdkp Prof Dev Other - K-3	0.00	0.00	0.00	52.22	0.00	-52.22
2250-400-00-1100	Hdkp Other Exp - Pre-K	500.00	0.00	500.00	0.00	0.00	500.00
2250-400-03-0000	Hdkp Other Expense - 4-5	60,000.00	0.00	60,000.00	0.00	0.00	60,000.00
2250-400-03-0100	Hdkp Other Expense - 6	15,000.00	0.00	15,000.00	0.00	0.00	15,000.00
2250-400-03-1000	Hdkp Prof Dev Other 4-5	0.00	0.00	0.00	95.43	0.00	-95.43
2250-400-05-0000	Hdkp Other Expense - 7-12	45,000.00	0.00	45,000.00	270.00	0.00	44,730.00
2250-400-05-1000	Hdkp Prof Dev Other 7-12	500.00	0.00	500.00	128.99	0.00	371.01
2250-470-00-0000	Handicapped tuition K-3	10,000.00	0.00	10,000.00	0.00	0.00	10,000.00
2250-470-03-0000	Handicapped tuition 4-5	0.00	0.00	0.00	13,808.25	0.00	-13,808.25
2250-470-03-0100	Handicapped tuition 6	2,500.00	0.00	2,500.00	0.00	0.00	2,500.00
2250-470-05-0000	Handicapped tuition 7-12	10,000.00	0.00	10,000.00	0.00	0.00	10,000.00
2250-480-00-0000	Hdkp Textbooks - K-3	500.00	0.00	500.00	0.00	0.00	500.00
2250-480-03-0000	Hdkp Textbooks - 4-5	750.00	0.00	750.00	0.00	0.00	750.00
2250-480-03-0100	Hdkp Textbooks - 6	200.00	0.00	200.00	0.00	0.00	200.00
2250-480-05-0000	Hdkp Textbooks - 7-12	550.00	0.00	550.00	0.00	0.00	550.00
2250-490-00-0000	Handicapped BOCES Svces	1,871,850.00	0.00	1,871,850.00	0.00	0.00	1,871,850.00
2250-500-00-0000	CSE Supplies	300.00	0.00	300.00	51.95	4,401.75	-4,153.70
2250-500-03-0000	Handicapped K-3 Supplies	4,200.00	0.00	4,200.00	0.00	0.00	4,200.00
2250-500-03-0100	Handicapped 4-5 Supplies	8,500.00	0.00	8,500.00	0.00	0.00	8,500.00
2250-500-03-0200	Handicapped 6 Supplies	6,300.00	0.00	6,300.00	0.00	0.00	6,300.00
2250-500-05-0000	Handicapped 7-12 Supplies	4,250.00	0.00	4,250.00	184.77	0.00	4,065.23
2280-150-00-0000	Occ Ed Teacher Salaries	58,609.00	0.00	58,609.00	0.00	58,437.50	171.50
2280-150-00-0100	Sub Occ Ed Tch Salaries	500.00	0.00	500.00	0.00	0.00	500.00
2280-150-00-1000	Oc Ed - Teaching Assist	150.00	0.00	150.00	0.00	0.00	150.00
2280-400-05-0000	General Occ Ed Other Exp	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
2280-490-00-0000	Occ Ed BOCES Services	627,500.00	0.00	627,500.00	0.00	0.00	627,500.00
2280-500-05-0000	General Occ Ed Supplies	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
2330-490-00-0000	BOCES Teaching Spec Sch	35,310.00	0.00	35,310.00	0.00	0.00	35,310.00
21 Teaching - State Function Group Subtotal		7,676,924.00	0.00	7,676,924.00	80,747.05	4,007,053.92	3,589,123.03
2610-150-00-0100	Sub Lib Instr Sal - K-3	150.00	0.00	150.00	0.00	0.00	150.00
2610-150-03-0100	Library InstrSal - 6	8,484.00	0.00	8,484.00	0.00	8,837.37	-353.37
2610-150-03-0200	Sub Lib InstrSal - 4-5	150.00	0.00	150.00	0.00	0.00	150.00
2610-150-03-0400	Sub Lib InstrSal - 6	150.00	0.00	150.00	0.00	0.00	150.00

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2610-150-05-0000	Library InstrSal - 7-12	20,942.00	0.00	20,942.00	0.00	22,280.13	-1,338.13
2610-150-05-0100	Sub Library Tch Sal 7-12	250.00	0.00	250.00	0.00	0.00	250.00
2610-150-05-1100	Prof Dev Lib Tch Sal 7-12	250.00	0.00	250.00	0.00	0.00	250.00
2610-151-00-0000	LIB TCH ASSIST SAL - K-3	12,677.00	0.00	12,677.00	0.00	12,376.88	300.12
2610-151-03-0000	LIB TCH ASSIST SAL - 4-5	6,387.00	0.00	6,387.00	0.00	6,187.12	199.88
2610-400-00-0000	Lib & AV K-3 Other E	125.00	0.00	125.00	0.00	0.00	125.00
2610-400-03-0000	Lib & AV 4-5 Other E	100.00	0.00	100.00	0.00	0.00	100.00
2610-400-03-0100	Lib & AV 6 Other E	75.00	0.00	75.00	0.00	0.00	75.00
2610-400-05-0000	Lib & AV 7-12 Other E	200.00	0.00	200.00	0.00	180.78	19.22
2610-480-00-0000	K-3 Library & AV Loan	2,000.00	0.00	2,000.00	0.00	1,278.36	721.64
2610-480-03-0000	4-5 Library & AV Loan	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
2610-480-03-0100	6 Library & AV Loan	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
2610-480-05-0000	7-12 Library & AV Loan	4,000.00	0.00	4,000.00	98.89	1,149.52	2,751.59
2610-490-00-0000	Library & AV BOCES	45,050.00	0.00	45,050.00	0.00	0.00	45,050.00
2610-500-00-0000	Library & AV K-3 Supplie	500.00	0.00	500.00	360.05	0.00	139.95
2610-500-03-0000	Library & AV 4-5 Supplie	250.00	0.00	250.00	0.00	0.00	250.00
2610-500-03-0100	Library & AV 6 Supplie	200.00	0.00	200.00	0.00	0.00	200.00
2610-500-05-0000	Library & AV 7-12 Supplie	800.00	0.00	800.00	0.00	0.00	800.00
2630-220-00-0000	State Aided Comput Hrdwre	13,000.00	0.00	13,000.00	999.00	0.00	12,001.00
2630-400-00-0000	Computer Other	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
2630-400-00-1000	Comp Prof Dev Other	1,000.00	0.00	1,000.00	273.42	0.00	726.58
2630-480-03-0000	K-5 Software	7,000.00	0.00	7,000.00	0.00	275.00	6,725.00
2630-480-05-0000	6-12 Software	7,000.00	0.00	7,000.00	127.00	275.00	6,598.00
2630-490-00-0000	Computer BOCES	105,000.00	0.00	105,000.00	0.00	0.00	105,000.00
2630-500-00-0000	Computer Supplies K-5	12,000.00	0.00	12,000.00	4,912.05	134.82	6,953.13
2630-500-05-0000	Computer Supplies 6-12	12,000.00	0.00	12,000.00	5,097.94	134.82	6,767.24
26 Instructional Media - State Function Group Subtotal		263,240.00	0.00	263,240.00	11,868.35	53,109.80	198,261.85
2805-160-00-0000	Attendance Salaries	36,005.00	0.00	36,005.00	0.00	2,125.00	33,880.00
2805-400-00-0000	Attendance Other Exp	600.00	0.00	600.00	0.00	0.00	600.00
2810-150-00-0000	Guidance Instr Sal K-3	42,265.00	0.00	42,265.00	0.00	45,035.10	-2,770.10
2810-150-00-0100	Sub Guid Instr Sal K-3	150.00	0.00	150.00	0.00	0.00	150.00
2810-150-00-1200	Instructional Salaries	150.00	0.00	150.00	0.00	0.00	150.00
2810-150-00-1300	Instructional Salaries	150.00	0.00	150.00	0.00	0.00	150.00
2810-150-03-0000	Guidance Instr Sal 4-5	21,773.00	0.00	21,773.00	0.00	23,199.90	-1,426.90
2810-150-03-0100	Guidance Instr Sal 6	17,438.00	0.00	17,438.00	0.00	38,664.15	-21,226.15
2810-150-05-0000	Guidance Instr Sal 7-12	151,042.00	0.00	151,042.00	3,114.69	91,148.85	56,778.46
2810-150-05-0100	Sub Guid Instr Sal 7-12	200.00	0.00	200.00	0.00	0.00	200.00
2810-150-05-1000	Instructional Salaries	500.00	0.00	500.00	0.00	0.00	500.00

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2810-160-03-0100	Guide Noninst Sal - 6	5,596.00	0.00	5,596.00	0.00	0.00	5,596.00
2810-160-05-0000	Guide Noninst Sal - 7-12	37,410.00	0.00	37,410.00	990.40	4,159.60	32,260.00
2810-400-00-0000	Guidance Other Exp K-3	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
2810-400-03-0000	Guidance Other Exp 4-5	750.00	0.00	750.00	0.00	0.00	750.00
2810-400-03-0100	Guidance Other Exp 6	250.00	0.00	250.00	0.00	0.00	250.00
2810-400-05-0000	Guidance Other Exp 7-12	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
2810-500-03-0000	Guidance Sup K-3	250.00	0.00	250.00	0.00	0.00	250.00
2810-500-03-0100	Guidance Sup 4-5	250.00	0.00	250.00	0.00	0.00	250.00
2810-500-03-0200	Guidance Sup 6	250.00	0.00	250.00	0.00	0.00	250.00
2810-500-05-0000	Guidance Supplies 7-12	750.00	0.00	750.00	0.00	44.00	706.00
2815-160-00-0000	health Service Sal	96,603.00	0.00	96,603.00	0.00	59,790.00	36,813.00
2815-400-00-0000	Health Services Other Exp	20,000.00	0.00	20,000.00	3,000.00	9,000.00	8,000.00
2815-500-00-0000	Health Services Supplies	5,000.00	0.00	5,000.00	1,191.95	263.71	3,544.34
2820-150-00-0000	Psychological Salaries	61,958.00	0.00	61,958.00	1,549.65	61,985.00	-1,576.65
2820-150-00-1000	Psych. Sal. Prof Dev	0.00	0.00	0.00	200.00	0.00	-200.00
2820-400-00-0000	Psychological Other	2,500.00	0.00	2,500.00	0.00	0.00	2,500.00
2820-500-00-0000	Psychological Supplies	1,200.00	0.00	1,200.00	0.00	1,178.20	21.80
2850-005-02-0000	Not Defined Yet	750.00	0.00	750.00	0.00	0.00	750.00
2850-150-00-0000	Cocurricular Sal. 7-12	72,365.00	0.00	72,365.00	0.00	57,255.50	15,109.50
2850-150-03-0000	After School Salaries K-3	4,500.00	0.00	4,500.00	0.00	3,825.00	675.00
2850-150-03-0100	After School Sal. 4-5	2,250.00	0.00	2,250.00	0.00	5,720.00	-3,470.00
2850-150-03-0200	After School Sal. 6	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
2850-150-03-0300	Summer School Elem	0.00	0.00	0.00	16,069.92	0.00	-16,069.92
2850-150-05-0000	After School Prog 7-12	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00
2850-400-00-0000	General Co. Other 7-12	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
2850-400-02-0000	Debate Other Expense	200.00	0.00	200.00	0.00	0.00	200.00
2850-400-03-0000	After School Other - K-3	200.00	0.00	200.00	0.00	0.00	200.00
2850-400-03-0100	After School Other 4-5	200.00	0.00	200.00	0.00	0.00	200.00
2850-400-03-0200	After School Other - 6	100.00	0.00	100.00	0.00	0.00	100.00
2850-400-05-0000	After School Other - 7-12	500.00	0.00	500.00	0.00	0.00	500.00
2850-400-05-0200	Theatre Other	4,000.00	0.00	4,000.00	0.00	0.00	4,000.00
2850-500-00-0000	Cocur. General Sup. 7-12	500.00	0.00	500.00	0.00	0.00	500.00
2850-500-02-0000	Debate Supplies	718.00	0.00	718.00	0.00	0.00	718.00
2850-500-03-0000	After School Sup. K-3	750.00	0.00	750.00	0.00	0.00	750.00
2850-500-03-0100	After School Sup. 4-5	750.00	0.00	750.00	0.00	0.00	750.00
2850-500-03-0200	After School Sup. 6	300.00	0.00	300.00	0.00	0.00	300.00
2850-500-03-0300	Summer School Sup - Elem	0.00	0.00	0.00	17.65	0.00	-17.65
2850-500-05-0000	After School Sup. 7-12	750.00	0.00	750.00	0.00	0.00	750.00
2850-500-05-0200	Theatre Supplies	6,000.00	0.00	6,000.00	0.00	0.00	6,000.00

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2855-150-00-0000	Coaches' Salaries	135,872.00	0.00	135,872.00	0.00	123,959.00	11,913.00
2855-200-05-0100	Equipment - Uniforms	7,000.00	0.00	7,000.00	3,414.30	2,114.10	1,471.60
2855-200-05-1400	General Athletic Equipmen	6,295.00	0.00	6,295.00	0.00	0.00	6,295.00
2855-400-05-0200	Boys' Baseball Other Exp	3,865.00	0.00	3,865.00	0.00	0.00	3,865.00
2855-400-05-0300	Boys' Basketball Other Ex	6,200.00	0.00	6,200.00	0.00	0.00	6,200.00
2855-400-05-0500	Cheering Other Expense	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
2855-400-05-0700	Boys' Soccer Other Expens	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00
2855-400-05-0800	Girls' Soccer Other Expen	4,500.00	0.00	4,500.00	0.00	0.00	4,500.00
2855-400-05-0900	Girls' Track Other Expens	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
2855-400-05-1000	Boys' Track Other	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
2855-400-05-1200	Girls' Volleyball Other E	4,000.00	0.00	4,000.00	0.00	50.00	3,950.00
2855-400-05-1300	Girls' Basketball Other E	6,500.00	0.00	6,500.00	0.00	0.00	6,500.00
2855-400-05-1400	General Athletic Other Ex	7,500.00	0.00	7,500.00	1,160.00	0.00	6,340.00
2855-400-05-1500	Girls' Softball Other Exp	3,865.00	0.00	3,865.00	0.00	0.00	3,865.00
2855-400-05-1600	Golf Other Expense	1,750.00	0.00	1,750.00	0.00	0.00	1,750.00
2855-490-00-0000	BOCES - Section X Coord	17,000.00	0.00	17,000.00	0.00	0.00	17,000.00
2855-500-05-0300	Boys' Basketball Supplies	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
2855-500-05-0500	Cheerleading Supplies	500.00	0.00	500.00	0.00	0.00	500.00
2855-500-05-0700	Boys' Soccer Supplies	1,750.00	0.00	1,750.00	0.00	1,314.92	435.08
2855-500-05-0800	Girls' Soccer Supplies	1,750.00	0.00	1,750.00	0.00	869.42	880.58
2855-500-05-0900	Girls' Track Supplies	500.00	0.00	500.00	0.00	0.00	500.00
2855-500-05-1000	Boys' Track Supplies	500.00	0.00	500.00	0.00	0.00	500.00
2855-500-05-1200	Girls' Volleyball Supplie	500.00	0.00	500.00	0.00	468.59	31.41
2855-500-05-1300	Girls' Basketball Supplie	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
2855-500-05-1400	General Athletic Supplies	3,500.00	0.00	3,500.00	0.00	25.72	3,474.28
2855-500-05-1500	Girls' Softball Supplies	750.00	0.00	750.00	0.00	0.00	750.00
2855-500-05-1600	Golf Supplies	500.00	0.00	500.00	0.00	0.00	500.00
2855-500-05-1700	AED Supplies	750.00	0.00	750.00	3,081.55	0.00	-2,311.55
28 Pupil Services - State Function Group Subtotal		834,720.00	0.00	834,720.00	33,770.11	532,195.76	268,754.13
5510-160-00-0000	Transportation Salaries	576,086.00	0.00	576,086.00	18,828.18	369,638.40	187,619.42
5510-160-00-1000	Transp Sal - Pre-K	29,071.00	0.00	29,071.00	0.00	0.00	29,071.00
5510-162-00-0000	Transp Office-Super Salar	101,946.00	0.00	101,946.00	18,731.50	79,722.50	3,492.00
5510-200-00-0000	Transportation Equipment	5,500.00	0.00	5,500.00	0.00	0.00	5,500.00
5510-400-00-0000	Transportation Other Exp	25,000.00	0.00	25,000.00	1,920.34	0.00	23,079.66
5510-401-00-0000	Transportation Insurance	19,000.00	0.00	19,000.00	20,201.82	0.00	-1,201.82
5510-490-00-0000	BOCES Transp. Services	5,310.00	0.00	5,310.00	0.00	0.00	5,310.00
5510-500-00-0000	Transportation Supplies	16,000.00	0.00	16,000.00	629.13	4,498.00	10,872.87
5510-570-00-0000	Transportation Parts	62,000.00	0.00	62,000.00	1,812.09	0.00	60,187.91

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5510-571-00-0000	Transportation Gasoline	132,000.00	0.00	132,000.00	466.30	0.00	131,533.70
5510-572-00-0000	Transportation Oil	12,000.00	0.00	12,000.00	3,982.01	0.00	8,017.99
5510-573-00-0000	Transportation Tires & Ch	17,000.00	0.00	17,000.00	1,420.00	0.00	15,580.00
5530-200-00-0000	Equipment	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00
5530-400-00-0000	Bus Garage Other Expense	6,500.00	0.00	6,500.00	210.00	0.00	6,290.00
5530-410-00-0000	Bus Garage Insurance	16,000.00	0.00	16,000.00	6,496.20	0.00	9,503.80
5530-420-00-0000	Fuel Oil	32,000.00	0.00	32,000.00	0.00	0.00	32,000.00
5530-470-00-0000	Garage Bldg Electricity	13,000.00	0.00	13,000.00	405.41	0.00	12,594.59
5530-500-00-0000	Bus Garage Supplies	2,100.00	0.00	2,100.00	445.42	64.40	1,590.18
5540-400-00-0000	Contract Transportation	15,000.00	0.00	15,000.00	0.00	0.00	15,000.00
55 Pupil Transportation - State Function Group Subtotal		1,090,513.00	0.00	1,090,513.00	75,548.40	453,923.30	561,041.30
7140-150-00-0000	Fitness Center Instruc	4,363.00	0.00	4,363.00	0.00	4,363.00	0.00
7140-160-00-0000	Fitness Center Non-Instr	19,000.00	0.00	19,000.00	2,700.00	0.00	16,300.00
7140-200-00-0000	Fitness Center Equip	8,000.00	0.00	8,000.00	0.00	0.00	8,000.00
7140-400-00-0000	Fitness Center Other	3,000.00	0.00	3,000.00	0.00	0.00	3,000.00
7140-500-00-0000	Fintness center supplies	3,500.00	0.00	3,500.00	0.00	0.00	3,500.00
7 Community Services - State Function Group Subtotal		37,863.00	0.00	37,863.00	2,700.00	4,363.00	30,800.00
9010-800-00-0000	State Retirement	220,037.00	0.00	220,037.00	23,054.56	122,893.57	74,088.87
9020-800-00-0000	Teacher Retirement	528,260.00	0.00	528,260.00	11,374.39	456,020.06	60,865.55
9030-800-00-0000	Social Security	612,572.00	0.00	612,572.00	23,987.22	449,970.49	138,614.29
9040-800-00-0000	Workers' Compensation	53,656.00	0.00	53,656.00	9,336.74	28,577.25	15,742.01
9050-800-00-0000	Unemployment Insurance	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00
9060-800-00-0000	Health Insurance	2,605,852.00	0.00	2,605,852.00	564,592.27	0.00	2,041,259.73
9060-800-00-1000	Health Ins. - Retirees	1,486,786.00	0.00	1,486,786.00	280,777.98	0.00	1,206,008.02
9060-810-00-0000	Dental Insurance	0.00	0.00	0.00	8,425.64	0.00	-8,425.64
9089-800-00-0000	Other Employee Benefits	7,500.00	0.00	7,500.00	341.97	0.00	7,158.03
90 Employee Benefits - State Function Group Subtotal		5,619,663.00	0.00	5,619,663.00	921,890.77	1,057,461.37	3,540,310.86
9711-600-00-0000	Building Bond Principal	975,000.00	0.00	975,000.00	0.00	0.00	975,000.00
9711-700-00-0000	Building Bond Interest	269,728.00	0.00	269,728.00	0.00	0.00	269,728.00
9770-700-00-0000	Revenue Anticipation Note	10,000.00	0.00	10,000.00	0.00	0.00	10,000.00
97 Debt Service - State Function Group Subtotal		1,254,728.00	0.00	1,254,728.00	0.00	0.00	1,254,728.00
9901-930-00-0000	Transfer to School Lunch	100,000.00	0.00	100,000.00	0.00	0.00	100,000.00
9901-950-00-0000	Transfer to Special	25,000.00	0.00	25,000.00	0.00	0.00	25,000.00
9950-900-00-0000	Transfer to Capital/Debt	725,000.00	0.00	725,000.00	390,570.25	0.00	334,429.75
99 Interfund Transfers - State Function Group Subtotal		850,000.00	0.00	850,000.00	390,570.25	0.00	459,429.75
Total GENERAL FUND		20,727,836.00	0.00	20,727,836.00	1,875,070.00	7,003,254.27	11,849,511.73

Madrid-Waddington Central School District
BUDGET REPORT
For The Period Ending August 31, 2023

Expenditures:

	<u>Original Approp</u>	<u>Carry over</u>	<u>Total Approp</u>	<u>Expenditures</u>	<u>Encumb.</u>	<u>Available Balance</u>
Board of Education	\$ 123,786.00	\$ -	\$ 123,786.00	\$ 20,609.25	\$ 81,977.50	\$ 21,199.25
Central Administration	\$ 369,445.00	\$ -	\$ 369,445.00	\$ 58,405.21	\$ 197,438.62	\$ 113,601.17
Finance	\$ 61,932.00	\$ -	\$ 61,932.00	\$ 3,148.96	\$ 18,174.49	\$ 40,608.55
Legal Services	\$ 50,353.00	\$ -	\$ 50,353.00	\$ 2,715.00	\$ -	\$ 47,638.00
Central Services	\$ 1,526,780.00	\$ -	\$ 1,526,780.00	\$ 166,836.05	\$ 379,676.41	\$ 980,267.54
Special Items	\$ 707,850.00	\$ -	\$ 707,850.00	\$ 57,755.80	\$ -	\$ 650,094.20
Instruction	\$ 9,134,923.00	\$ -	\$ 9,134,923.00	\$ 174,890.31	\$ 4,810,239.58	\$ 4,149,793.11
Transportation	\$ 1,090,513.00	\$ -	\$ 1,090,513.00	\$ 75,548.40	\$ 453,923.30	\$ 561,041.30
Community Services	\$ 37,863.00	\$ -	\$ 37,863.00	\$ 2,700.00	\$ 4,363.00	\$ 30,800.00
Employee Benefits	\$ 5,519,663.00	\$ -	\$ 5,519,663.00	\$ 921,890.77	\$ 1,057,461.37	\$ 3,540,310.86
Debt Service	\$ 1,254,728.00	\$ -	\$ 1,254,728.00	\$ -	\$ -	\$ 1,254,728.00
Interfund Transfers	\$ 850,000.00	\$ -	\$ 850,000.00	\$ 390,570.25	\$ -	\$ 459,429.75
	\$ 20,727,836.00	\$ -	\$ 20,727,836.00	\$ 1,875,070.00	\$ 7,003,254.27	\$ 11,849,511.73

MADRID-WADDINGTON CSD

A/P Check Register
Bank Account: CBSPECAID - COMMUNITY BANK SPECIAL AID FUND

Check Number	Check Date	Pay Type	Remit To	Warrant	Fund	Recorded	Void	Date	Reason	Check Amount	Check Number
005490	08/01/2023	C	AMAZON.COM	0010		No	No			\$891.54	005490
005491	08/01/2023	C	WEAKFALLNICOLE	0010		No	No			\$132.65	005491
005492	08/09/2023	C	AMAZON.COM	0014		No	No			\$12,999.99	005492
005493	08/09/2023	C	APPLE INC	0014		No	No			\$25,584.00	005493
005494	08/09/2023	C	DRONE SPORTS, INC	0014		No	No			\$7,373.00	005494
005495	08/09/2023	C	EDUCATE-ME.NET	0014		No	No			\$724.79	005495
005496	08/09/2023	C	OTC BRANDS, INC	0014		No	No			\$348.50	005496
005497	08/09/2023	C	ULINE	0014		No	No			\$6,579.08	005497
005498	08/09/2023	C	APPLEWOOD ORCHARDS	0015		No	No			\$720.00	005498
005499	08/15/2023	C	AMAZON.COM	0016		No	No			\$5,308.53	005499
005500	08/15/2023	C	MODULAR ROBOTICS	0016		No	No			\$6,444.00	005500
005501	08/15/2023	C	OTC BRANDS, INC	0016		No	No			\$284.95	005501
005502	08/31/2023	C	Chase Cardmember Service	0021		No	No			\$1,159.98	005502
005503	08/31/2023	C	COMSOURCE	0021		No	No			\$37,250.61	005503
Subtotal for Bank Account: CBSPECAID - COMMUNITY BANK SPECIAL AID FUND										Grand Total	\$105,801.62
										Void Total	\$0.00
										Net	\$105,801.62

Grand Total \$105,801.62
Void Total \$0.00
Net \$105,801.62

Selection Criteria

Bank Account: CBSPECAID
Check date is between 08/01/2023 and 08/31/2023
Sort by: Check Number
Printed by JULIE K. ABRANTES

MADRID-WADDINGTON CSD

A/P Check Register
Bank Account: CBGENFUND - COMMUNITY BANK GENERAL FUND

Check Number	Check Date	Pay Type	Remit To	Warrant	Fund	Recorded	Void	Date	Reason	Check Amount	Check Number
092624	08/01/2023	C	AMAZON.COM	0010		No	No			\$2,133.93	092624
092625	08/01/2023	C	AMERICAN PAPER OPTICS, LLC	0010		No	No			\$1,030.00	092625
092626	08/01/2023	C	CALICO PACKAGING, LLC	0010		No	No			\$944.50	092626
092627	08/01/2023	C	Chase Cardmember Service	0010		No	No			\$1,266.49	092627
092628	08/01/2023	C	HENRY SCHEIN INC.	0010		No	No			\$325.54	092628
092629	08/01/2023	C	HILL & MARKES INC	0010		No	No			\$1,740.76	092629
092630	08/01/2023	C	HILTON ALBANY	0010		No	No			\$453.00	092630
092631	08/01/2023	C	JOHNSTONS WATER, LLC	0010		No	No			\$5.00	092631
092632	08/01/2023	C	LEARNING WITHOUT TEARS	0010		No	No			\$821.70	092632
092633	08/01/2023	C	LJC DISTRIBUTORS	0010		No	No			\$290.00	092633
092634	08/01/2023	C	NATIONAL ART & SCHOOL SUPPLIES, INC	0010		No	No			\$18.87	092634
092635	08/01/2023	C	NATIONAL EDUCATIONAL MUSIC CO	0010		No	No			\$142.73	092635
092636	08/01/2023	C	NYSSMA	0010		No	No			\$160.00	092636
092637	08/01/2023	C	PYRAMID SCHOOL PRODUCTS	0010		No	No			\$1,674.72	092637
092638	08/01/2023	C	REALLY GOOD STUFF	0010		No	No			\$1,527.43	092638
092639	08/01/2023	C	SCHOLASTIC BOOK CLUB	0010		No	No			\$152.38	092639
092640	08/01/2023	C	ST LAWRENCE SUPPLY COMPANY	0010		No	No			\$8,445.75	092640
092641	08/01/2023	C	SUPPLIES HOTLINE CORP	0010		No	No			\$3,759.90	092641
092642	08/01/2023	C	TEACHERS PAY TEACHERS	0010		No	No			\$180.00	092642
092643	08/01/2023	C	WEAKFALLNICOLE	0010		No	No			\$42.00	092643
092644	08/01/2023	C	WHOLE PHONICS	0010		No	No			\$2,867.23	092644
092645	08/01/2023	C	WORTHINGTON DIRECT	0010		No	No			\$245.53	092645
092646	08/01/2023	C	ADVANCE AUTO PARTS	0011		No	No			\$126.39	092646
092647	08/01/2023	C	AJ'S PORTABLES, LLC	0011		No	No			\$280.00	092647
092648	08/01/2023	C	ALLTECH INTEGRATIONS, INC.	0011		No	No			\$670.00	092648
092649	08/01/2023	C	LASHOMBJOHN	0011		No	No			\$69.99	092649
092650	08/01/2023	C	MX FUELS	0011		No	No			\$584.28	092650
092651	08/01/2023	C	NNYWWC	0011		No	No			\$80.00	092651
092652	08/01/2023	C	QUILL CORPORATION	0011		No	No			\$390.86	092652
092653	08/01/2023	C	WADDINGTON HARDWARE BUILDING SUPPLY	0011		No	No			\$104.41	092653
092654	08/04/2023	C	HILL & MARKES INC	0012		No	No			\$3,110.19	092654
092655	08/04/2023	C	HOME DEPOT	0012		No	No			\$259.85	092655
092656	08/04/2023	C	JELLY BELLY CANDY COMPANY	0012		No	No			\$399.96	092656
092657	08/04/2023	C	LEARNING WITHOUT TEARS	0012		No	No			\$675.19	092657
092658	08/04/2023	C	NY BUS SALES	0012		No	No			\$1,674.41	092658
092659	08/04/2023	C	QUILL CORPORATION	0012		No	No			\$473.13	092659
092660	08/04/2023	C	REDISHRED ACQUISITION, INC	0012		No	No			\$25.37	092660
092661	08/04/2023	C	SCHOOL SPECIALTY	0012		No	No			\$584.65	092661

Payment Types: C=Computer Check A=Automated Payment E=Electronic Transfer(Manual) M=Manual Check

MADRID-WADDINGTON CSD

A/P Check Register

Bank Account: CBGENFUND - COMMUNITY BANK GENERAL FUND

Check Number	Check Date	Pay Type	Remit To	Warrant	Fund	Recorded	Void	Date	Reason	Check Amount	Check Number
092662	08/04/2023	C	SLIC NETWORK SOLUTIONS	0012		No	No			\$124.09	092662
092663	08/04/2023	C	WADDINGTON HARDWARE BUILDING SUPPLY	0012		No	No			\$103.70	092663
092664	08/08/2023	C	MWCS PAYROLL ACCOUNT	0013		No	No			\$101,895.77	092664
092665	08/09/2023	C	AMAZON.COM	0014		No	No			\$69.98	092665
092666	08/09/2023	C	ANDRESS/JOAN	0014		No	No			\$177.81	092666
092667	08/09/2023	C	APPLE INC	0014		No	No			\$999.00	092667
092668	08/09/2023	C	BENEFACOR FUNDING CORP.	0014		No	No			\$75.60	092668
092669	08/09/2023	C	CARSON-DELLOSA PUBLISHING	0014		No	No			\$54.83	092669
092670	08/09/2023	C	DISCOUNT SCHOOL SUPPLY	0014		No	No			\$809.21	092670
092671	08/09/2023	C	HALF PINT KIDS	0014		No	No			\$158.40	092671
092672	08/09/2023	C	HEINEMANN	0014		No	No			\$503.99	092672
092673	08/09/2023	C	HITSMAN/JEFF	0014		No	No			\$46.99	092673
092674	08/09/2023	C	HOUGHTON MIFFLIN COMPANY	0014		No	No			\$2,535.49	092674
092675	08/09/2023	C	KESLER SCIENCE	0014		No	No			\$1,996.00	092675
092676	08/09/2023	C	LAWTON ELECTRIC COMPANY	0014		No	No			\$79.00	092676
092677	08/09/2023	C	LOWE'S WAREHOUSE	0014		No	No			\$2,712.87	092677
092678	08/09/2023	C	MCGRAW-HILL SCHOOL EDUCATION HOLDINGS, L	0014		No	No			\$299.79	092678
092679	08/09/2023	C	McKESSON MEDICAL-SURGICAL GOVT SOL. LLC	0014		No	No			\$2,911.56	092679
092680	08/09/2023	C	OTC BRANDS, INC	0014		No	No			\$1,049.67	092680
092681	08/09/2023	C	PEPSI COLA OGDENSBURG BOTTLERS	0014		No	No			\$359.00	092681
092682	08/09/2023	C	QUILL CORPORATION	0014		No	No			\$670.09	092682
092683	08/09/2023	C	REALLY GOOD STUFF	0014		No	No			\$164.99	092683
092684	08/09/2023	C	RENZI BROTHERS INC	0014		No	No			\$6,758.53	092684
092685	08/09/2023	C	SCHOOL DATEBOOKS	0014		No	No			\$452.58	092685
092686	08/09/2023	C	SCHOOL SPECIALTY	0014		No	No			\$109.78	092686
092687	08/09/2023	C	SUCCESS BY DESIGN INC	0014		No	No			\$350.32	092687
092688	08/09/2023	C	TEACHER DIRECT	0014		No	No			\$64.18	092688
092689	08/09/2023	C	W.B. MASON CO, INC.	0014		No	No			\$6,965.58	092689
092690	08/09/2023	C	BLICK ART MATERIALS	0015		No	No			\$758.48	092690
092691	08/09/2023	C	DISCOUNT SCHOOL SUPPLY	0015		No	No			\$506.25	092691
092692	08/09/2023	C	FASTENAL	0015		No	No			\$113.52	092692
092693	08/09/2023	C	HEINEMANN	0015		No	No			\$29.00	092693
092694	08/09/2023	C	LAKE SHORE LEARNING MATERIALS	0015		No	No			\$670.37	092694
092695	08/09/2023	C	REALLY GOOD STUFF	0015		No	No			\$391.33	092695
092696	08/09/2023	C	SCHOOL SPECIALTY	0015		No	No			\$1,464.53	092696
092697	08/09/2023	C	TEACHER DIRECT	0015		No	No			\$98.38	092697

Payment Types: C=Computer Check A=Automated Payment E=Electronic Transfer(Manual) M=Manual Check

MADRID-WADDINGTON CSD

A/P Check Register
Bank Account: CBGENFUND - COMMUNITY BANK GENERAL FUND

Check Number	Check Date	Pay Type	Remit To	Warrant	Fund	Recorded	Void	Date	Reason	Check Amount	Check Number
092698	08/09/2023	C	WADDINGTON HARDWARE BUILDING SUPPLY	0015		No	No			\$99.03	092698
092699	08/15/2023	C	ASBO NEW YORK	0016		No	No			\$477.63	092699
092700	08/15/2023	C	ASCD	0016		No	No			\$70.90	092700
092701	08/15/2023	C	BLAKE THERMAL SALES	0016		No	No			\$5,856.96	092701
092702	08/15/2023	C	BRICK & MORTAR MUSIC	0016		No	No			\$2,628.00	092702
092703	08/15/2023	C	CAMFIL USA	0016		No	No			\$2,440.84	092703
092704	08/15/2023	C	CARSON-DELLOSA PUBLISHING	0016		No	No			\$13.98	092704
092705	08/15/2023	C	Cazenovia Equipment Co, Inc.	0016		No	No			\$1,228.80	092705
092706	08/15/2023	C	CDW-GOVERNMENT	0016		No	No			\$1,276.38	092706
092707	08/15/2023	C	HANCOCK ESTABROOK	0016		No	No			\$1,102.50	092707
092708	08/15/2023	C	JOHNSON NEWSPAPER CORP	0016		No	No			\$1,080.38	092708
092709	08/15/2023	C	NATIONAL GRID	0016		No	No			\$3,463.30	092709
092710	08/15/2023	C	NORTH COUNTRY THIS WEEK	0016		No	No			\$319.20	092710
092711	08/15/2023	C	O.A.M. SUPPLY COMPANY	0016		No	No			\$150.40	092711
092712	08/15/2023	C	OFFICESUPPLY.COM	0016		No	No			\$889.95	092712
092713	08/15/2023	C	PYRAMID SCHOOL PRODUCTS	0016		No	No			\$343.43	092713
092714	08/15/2023	C	RAFTERHOMER R.	0016		No	No			\$74.99	092714
092715	08/15/2023	C	REALLY GOOD STUFF	0016		No	No			\$1,177.32	092715
092716	08/15/2023	C	SCHOOL HEALTH CORPORATION	0016		No	No			\$246.44	092716
092717	08/15/2023	C	SHERWIN WILLIAMS COMPANY	0016		No	No			\$173.85	092717
092718	08/15/2023	C	SMEC	0016		No	No			\$4,745.51	092718
092719	08/15/2023	C	SPRAGUE ENERGY SOLUTIONS, INC.	0016		No	No			\$3,925.84	092719
092720	08/15/2023	C	STAPLES	0016		No	No			\$61.68	092720
092721	08/15/2023	C	TEACHER DIRECT	0016		No	No			\$414.14	092721
092722	08/15/2023	C	WOODCHOP SHOP INC.	0016		No	No			\$93.00	092722
092723	08/21/2023	C	95% Group, LLC	0017		No	No			\$5,278.60	092723
092724	08/21/2023	C	ALL TECH INTEGRATIONS, INC.	0017		No	No			\$1,470.50	092724
092725	08/21/2023	C	AMAZON.COM	0017		No	No			\$68.34	092725
092726	08/21/2023	C	Cazenovia Equipment Co, Inc.	0017		No	No			\$240.22	092726
092727	08/21/2023	C	CLAXTON-HEPBURN MEDICAL CENTER	0017		No	No			\$3,000.00	092727
092728	08/21/2023	C	DICK BLICK ART MATERIALS	0017		No	No			\$26.55	092728
092729	08/21/2023	C	GOPHER SPORTS EQUIPMENT	0017		No	No			\$679.78	092729
092730	08/21/2023	C	HILL & MARKES INC	0017		No	No			\$26.25	092730
092731	08/21/2023	C	LEFLEURGEORGE	0017		No	No			\$518.80	092731
092732	08/21/2023	C	MORGANS AUTO SALES	0017		No	No			\$1,420.00	092732
092733	08/21/2023	C	MX FUELS	0017		No	No			\$616.43	092733
092734	08/21/2023	C	NEW YORK STATE COUNCIL OF SCHOOL SUPERIN	0017		No	No			\$1,944.88	092734

Payment Types: C=Computer Check A=Automated Payment E=Electronic Transfer(Manual) M=Manual Check

MADRID-WADDINGTON CSD

A/P Check Register

Bank Account: CBGENFUND - COMMUNITY BANK GENERAL FUND

Check Number	Check Date	Pay Type	Remit To	Warrant Fund	Recorded	Void	Date	Reason	Check Amount	Check Number
092735	08/21/2023	C	NORTHERN NURSERIES, INC	0017	No	No			\$2,030.00	092735
092736	08/21/2023	C	PARCO SCIENTIFIC COMPANY	0017	No	No			\$279.00	092736
092737	08/21/2023	C	REDISHRED ACQUISITION, INC	0017	No	No			\$25.37	092737
092738	08/21/2023	C	REDMONDIBROOKE	0017	No	No			\$1,008.00	092738
092739	08/21/2023	C	ROCHESTER 100 INC	0017	No	No			\$825.40	092739
092740	08/21/2023	C	SCHOLASTIC INC	0017	No	No			\$648.34	092740
092741	08/21/2023	C	SCHOLASTIC INC	0017	No	No			\$89.82	092741
092742	08/21/2023	C	ST LAWRENCE SUPPLY COMPANY	0017	No	No			\$78.36	092742
092743	08/21/2023	C	TEACHERS PAY TEACHERS	0017	No	No			\$75.00	092743
092744	08/21/2023	C	THE CLASSROOM STORE	0017	No	No			\$17.03	092744
092745	08/21/2023	C	VERIZON WIRELESS	0017	No	No			\$301.35	092745
092746	08/21/2023	C	WADDINGTON HARDWARE BUILDING SUPPLY	0017	No	No			\$65.20	092746
092747	08/21/2023	C	WARD'S SCIENCE	0017	No	No			\$714.57	092747
092748	08/21/2023	C	WOODCHOP SHOP INC.	0017	No	No			\$87.99	092748
092749	08/22/2023	C	MMCS PAYROLL ACCOUNT	0018	No	No			\$96,351.07	092749
092750	08/23/2023	C	AETNA	0019	No	No			\$62,847.54	092750
092751	08/23/2023	C	ALTECH INTEGRATIONS, INC.	0019	No	No			\$210.00	092751
092752	08/23/2023	C	BINIONJOE	0019	No	No			\$128.99	092752
092753	08/23/2023	C	DAVIS VISION, INC	0019	No	No			\$1,462.57	092753
092754	08/23/2023	C	GILLEES AUTO TRUCK & MARINE	0019	No	No			\$4,259.97	092754
092755	08/23/2023	C	KELLY SALES CORPORATION	0019	No	No			\$1,225.00	092755
092756	08/23/2023	C	MASSENA CENTRAL SCHOOL	0019	No	No			\$13,808.25	092756
092757	08/23/2023	C	NCE SERVICES	0019	No	No			\$700.00	092757
092758	08/23/2023	C	NORTH COAST THERAPY	0019	No	No			\$270.00	092758
092759	08/23/2023	C	REDMONDIBROOKE	0019	No	No			\$1,008.00	092759
092760	08/23/2023	C	TeachersParadise.com, Inc	0019	No	No			\$174.90	092760
092761	08/23/2023	C	VICTORY PROMOTIONS, INC.	0019	No	No			\$982.50	092761
092762	08/23/2023	C	WEAKFALLWICOLE	0019	No	No			\$165.30	092762
092763	08/23/2023	C	EXCELLUS HEALTH PLAN - GROUP	0020	No	No			\$250,310.80	092763
092764	08/31/2023	C	AMAZON.COM	0021	No	No			\$1,262.44	092764
092765	08/31/2023	C	CASCADE SCHOOL SUPPLIES INC	0021	No	No			\$557.46	092765
092766	08/31/2023	C	Chase Cardmember Service	0021	No	No			\$1,759.39	092766
092767	08/31/2023	C	JOHNSTONS WATER, LLC	0021	No	No			\$63.85	092767
092768	08/31/2023	C	LIBERTY UTILITIES - NY	0021	No	No			\$364.06	092768
092769	08/31/2023	C	LJC DISTRIBUTORS	0021	No	No			\$2,186.10	092769
092770	08/31/2023	C	NATIONAL ART & SCHOOL SUPPLIES, INC	0021	No	No			\$151.40	092770
092771	08/31/2023	C	NYSIR	0021	No	No			\$1,129.00	092771
092772	08/31/2023	C	ST LAWRENCE SUPPLY COMPANY	0021	No	No			\$163.76	092772

Payment Types: C=Computer Check A=Automated Payment E=Electronic Transfer(Manual) M=Manual Check

MADRID-WADDINGTON CSD

A/P Check Register
Bank Account: CBGENFUND - COMMUNITY BANK GENERAL FUND

Check Number	Check Date	Pay Type	Remit To	Warrant	Fund	Recoded	Void	Date	Reason	Check Amount	Check Number
092773	08/31/2023	C	TEACHER DIRECT	0021		No	No			\$24.64	092773
092774	08/31/2023	C	TEACHERS PAY TEACHERS	0021		No	No			\$24.20	092774
092775	08/31/2023	C	VICTORY PROMOTIONS, INC.	0021		No	No			\$2,431.80	092775
092776	08/31/2023	C	WADDINGTON HARDWARE BUILDING SUPPLY	0021		No	No			\$248.11	092776
Subtotal for Bank Account: CBGENFUND - COMMUNITY BANK GENERAL FUND										Grand Total	\$672,127.23
										Void Total	\$0.00
										Net	\$672,127.23
										Grand Total	\$672,127.23
										Void Total	\$0.00
										Net	\$672,127.23

Selection Criteria

Bank Account: CBGENFUND
Check date is between 08/01/2023 and 08/31/2023
Sort by: Check Number
Printed by JULIE K. ABRANTES

MADRID-WADDINGTON CSD
Revenue Status Report As Of: 08/31/2023
Fiscal Year: 2024
Fund: A GENERAL FUND

Revenue Account	Subfund	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
1001.000		Real Property Taxes	3,959,825.00	0.00	3,959,825.00	0.00	3,959,825.00	
1081.000		Other Pmts in Lieu of Taxes	38,933.00	0.00	38,933.00	0.00	38,933.00	
1085.000		STAR Reimbursement	795,000.00	0.00	795,000.00	0.00	795,000.00	
1090.000		Int. & Penal. on Real Prop.Tax	7,000.00	0.00	7,000.00	0.00	7,000.00	
1311.000		Other Day School Tuition (Indv	0.00	0.00	0.00	4,673.00		4,673.00
2401.000		Interest and Earnings	15,000.00	0.00	15,000.00	9,787.07	5,232.93	
2410.000		Rental of Real Property,Indiv.	0.00	0.00	0.00	335.42		335.42
2650.000		Sale Scrap & Excess Material	1,000.00	0.00	1,000.00	0.00	1,000.00	
2701.000		Refund PY Exp-BOCES Aided Srvc	190,000.00	0.00	190,000.00	0.00	190,000.00	
2703.000		Refund PY Exp-Other-Not Trans	500.00	0.00	500.00	0.00	500.00	
2705.000		Gifts and Donations	185,600.00	0.00	185,600.00	0.00	185,600.00	
2770.000		Other Unclassified Rev.(Spec)	57,000.00	0.00	57,000.00	32,088.77	24,931.23	
3101.000		Basic Formula Aid-Gen Aids (Ex	10,825,372.00	0.00	10,825,372.00	0.00	10,825,372.00	
3101.100		Excess Cost Aid	307,348.00	0.00	307,348.00	0.00	307,348.00	
3102.000		Lottery Aid	1,150,000.00	0.00	1,150,000.00	0.00	1,150,000.00	
3103.000		BOCES Aid (Sect 3609a Ed Law)	1,319,705.00	0.00	1,319,705.00	0.00	1,319,705.00	
3260.000		Textbook Aid (Incl Txtbk/Lott)	48,963.00	0.00	48,963.00	0.00	48,963.00	
3262.000		Computer Sftwre, Hrdwre Aid	12,390.00	0.00	12,390.00	0.00	12,390.00	
3263.000		Library A/V Loan Program Aid	4,200.00	0.00	4,200.00	0.00	4,200.00	
3289.000		Other State Aid	30,000.00	0.00	30,000.00	0.00	30,000.00	
4801.000		Medic.Ass't-Sch Age-Sch Yr Pro	50,000.00	0.00	50,000.00	1,801.44	48,198.56	
5031.000		Interfund Transfers(Not D.Serv	625,000.00	0.00	625,000.00	0.00	625,000.00	
5031.100		Interfund Transfers(UI)	5,000.00	0.00	5,000.00	0.00	5,000.00	
5050.000		Interfund Trans. for Debt Svs	300,000.00	0.00	300,000.00	0.00	300,000.00	
5999.000		Appropriated Fund Balance	800,000.00	0.00	800,000.00	0.00	800,000.00	
Total GENERAL FUND			20,727,836.00	0.00	20,727,836.00	48,645.70	20,684,198.72	5,008.42

Selection Criteria

* Estimated revenue for Carryover Encumbrances from the prior fiscal year will not be realized.

These are estimates to balance the budget

MADRID-WADDINGTON CSD
Revenue Status Report As Of: 08/31/2023
Fiscal Year: 2024
Fund: A GENERAL FUND

Revenue Account	Subfund	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
1001.000		Real Property Taxes	3,959,825.00	0.00	3,959,825.00	0.00	3,959,825.00	
1081.000		Other Pmts in Lieu of Taxes	38,933.00	0.00	38,933.00	0.00	38,933.00	
1085.000		STAR Reimbursement	795,000.00	0.00	795,000.00	0.00	795,000.00	
1090.000		Int. & Penal. on Real Prop. Tax	7,000.00	0.00	7,000.00	0.00	7,000.00	
1311.000		Other Day School Tuition (Indv	0.00	0.00	0.00	4,673.00		4,673.00
2401.000		Interest and Earnings	15,000.00	0.00	15,000.00	9,767.07	5,232.93	
2410.000		Rental of Real Property, Indiv.	0.00	0.00	0.00	335.42		335.42
2650.000		Sale Scrap & Excess Material	1,000.00	0.00	1,000.00	0.00	1,000.00	
2701.000		Refund PY Exp-BOCES Aided Srvc	190,000.00	0.00	190,000.00	0.00	190,000.00	
2703.000		Refund PY Exp-Other-Not Trans	500.00	0.00	500.00	0.00	500.00	
2705.000		Gifts and Donations	185,600.00	0.00	185,600.00	0.00	185,600.00	
2770.000		Other Unclassified Rev.(Spec)	57,000.00	0.00	57,000.00	32,068.77	24,931.23	
3101.000		Basic Formula Aid-Gen Aids (Ex	10,825,372.00	0.00	10,825,372.00	0.00	10,825,372.00	
3101.100		Excess Cost Aid	307,348.00	0.00	307,348.00	0.00	307,348.00	
3102.000		Lottery Aid	1,150,000.00	0.00	1,150,000.00	0.00	1,150,000.00	
3103.000		BOCES Aid (Sect 3609a Ed Law)	1,319,705.00	0.00	1,319,705.00	0.00	1,319,705.00	
3260.000		Textbook Aid (Incl Txtbk/Lott)	48,963.00	0.00	48,963.00	0.00	48,963.00	
3262.000		Computer Sftwre, Hrdwre Aid	12,390.00	0.00	12,390.00	0.00	12,390.00	
3263.000		Library A/V Loan Program Aid	4,200.00	0.00	4,200.00	0.00	4,200.00	
3289.000		Other State Aid	30,000.00	0.00	30,000.00	0.00	30,000.00	
4801.000		Medic.Ass't-Sch Age-Sch Yr Pro	50,000.00	0.00	50,000.00	1,801.44	48,198.56	
5031.000		Interfund Transfers(Not D.Serv	625,000.00	0.00	625,000.00	0.00	625,000.00	
5031.100		Interfund Transfers(UI)	5,000.00	0.00	5,000.00	0.00	5,000.00	
5050.000		Interfund Trans. for Debt Svs	300,000.00	0.00	300,000.00	0.00	300,000.00	
5999.000		Appropriated Fund Balance	800,000.00	0.00	800,000.00	0.00	800,000.00	
Total GENERAL FUND			20,727,836.00	0.00	20,727,836.00	48,645.70	20,684,198.72	5,008.42

Selection Criteria

* Estimated revenue for Carryover Encumbrances from the prior fiscal year will not be realized.

These are estimates to balance the budget

Madrid-Waddington Central School District
BUDGET REPORT
For The Period Ending August 31, 2023

Revenue:

	<u>Initial Est Rev</u>	<u>Adjustments</u>	<u>Current Est Rev</u>	<u>Actual Revenue</u>	<u>Variance</u>
Property Taxes	\$ 4,800,758.00	\$ -	\$ 4,800,758.00		\$ (4,800,758.00)
Tuition	\$ -	\$ -	\$ -		\$ -
Interest & Earnings	\$ 15,000.00	\$ -	\$ 15,000.00	\$ 14,775.49	\$ (224.51)
Sale of Scrap & Excess	\$ 1,000.00	\$ -	\$ 1,000.00		\$ (1,000.00)
Insurance Recoveries	\$ -	\$ -	\$ -		\$ -
Refund of Prior Yrs Exp	\$ 190,500.00	\$ -	\$ 190,500.00		\$ (190,500.00)
Gifts & Donations	\$ 185,600.00	\$ -	\$ 185,600.00		\$ (185,600.00)
Unclassified Revenues	\$ 57,000.00	\$ -	\$ 57,000.00	\$ 32,068.77	\$ (24,931.23)
Basic Aid	\$ 12,282,720.00	\$ -	\$ 12,282,720.00		\$ (12,282,720.00)
BOCES Aid	\$ 1,319,705.00	\$ -	\$ 1,319,705.00		\$ (1,319,705.00)
Other State Aid	\$ 145,553.00	\$ -	\$ 145,553.00	\$ 1,801.44	\$ (143,751.56)
Appropriated Res FB	\$ 630,000.00	\$ -	\$ 630,000.00		\$ (630,000.00)
Interfund Transfer - Debt Service	\$ 300,000.00	\$ -	\$ 300,000.00		\$ (300,000.00)
Appropriated Fund Balance	\$ 800,000.00	\$ -	\$ 800,000.00		\$ (800,000.00)
	\$ 20,727,836.00	\$ -	\$ 20,727,836.00	\$ 48,645.70	\$ (20,679,190.30)

**Madrid-Waddington Central School
Treasurer's Report
For The Period Ending August 31, 2023**

General Fund	120,510.65
School Lunch Fund	(10,542.71)
Trust & Custodial	0.00
General Fund Checking Account	<u>109,967.94</u>
Federal Fund Checking Account	95,875.95
Scholarship Account	2,206.90
Payroll Checking Account	0.00
Capital Fund Checking Account	12,111.83
General Fund Money Market Account - Chase Bank @ 1.82%	
General Fund Savings	1,952,842.87
Unemployment	41,103.36
Insurance Reserve	651,004.74
Employee Benefit Reserve	195,968.61
Building Reserve	0.00
Transportation Reserve	0.00
School Lunch	0.00
Federal Fund	0.00
Debt Service	1,104,320.14
Capital Fund	0.00
Chase Money Market Account	<u>3,945,239.72</u>
Fidelity Investment -Scholarship Account	12,554.84

Athletics Report: Fall 2023

The 2023-2024 sports season got under way on August 21 for jv and varsity sports. The modified started one week later.

Participation Numbers by sport:

Boys Varsity Soccer- 16

Boys Modified Soccer-24

Girls Varsity Soccer-16

Girls Modified Soccer-20

Varsity Volleyball-10

JV Volleyball-20

Modified Volleyball-17

Cross-Country(merger with Canton)-3

Football(merger with Canton)-9

Girls Swimming(merger with Canton)-3

Dan Rose Day will be September 30th. The girls soccer team will play Parishville-Hopkinton @ 10:00am. The boys soccer team will play Heuvelton at 12:00pm.

As always, your continued support is appreciated!

Respectfully,

Brenda McCall
Athletic Director

Boys Varsity Soccer Trip to Albany

September 23rd, 2023

9am- Departure from MWCS

-Stop along the way for restroom and lunch

2pm- Arrive at Skidmore College

- Tour the campus, watch Men's Soccer Game vs. Hobart

3:30-4pm- Depart from Skidmore

5pm- Check into Hotel (waiting for quotes)

Looking for Hotel with Pool and Breakfast under \$170

-Hampton Inn Clifton Park 620 Plank Road Clifton Park, New York, 12065

-Hilton Garden Inn 30 Clifton Country Rd, Clifton Park, NY 12065 (Price confirmed **\$145**)

5pm-6pm- Rest and Eat Light Dinner

6pm- Depart for Waterford-Halfmoon Central School

6:15pm- Arrive at Waterford- Halfmoon Central School

7pm- Game vs. WHCS

Post Game- Fireworks at school, order pizzas, return to hotel

Hotel- Eat pizzas and hang out

12am Curfew

September 24, 2023

10am- FootGolf course in Clifton Park

11am- Return to MWCS

-Stop along the way as needed

-Lunch on way back

4pm- Arrive at MWCS

**Recommended
PERSONNEL ACTIONS
September 19, 2023**

Name	Tenure Area	Assignment	Type of Appointment	Effective Date	Salary
Appointment					
Kathy Valancius		Long Term Substitute Teacher		Sept. 7 - Nov. 3, 2023	\$253.93/day
Susan Morgan		Long Term Substitute Teaching Asst.		September 7, 2023	129.64/day
Susan Morgan		Substitute Monitor	Annual	September 7, 2023	\$15.00/hour
Election Clerks		As Per Attached List		October 18, 2023	
Julia Watson		Junior Class Co-Advisor	Annual	2023-2024 SY	\$ 529.50
Diannah Hitsman		Substitute Cleaner & Monitor	Annual	Sept. 20, 2023	\$15.00/hour
Ellen Tyo		Substitute Teacher & TA	Annual	Sept. 20, 2023	115.00/day
Michelle Hissam		Substitute Monitor	Annual	Sept. 20, 2023	\$15.00/hour
Joseph Ruddy		Substitutue Teacher	Annual	Sept. 20, 2023	\$140.00/day
Octavia Viskovich		Substitute Teacher	Annual	Sept. 20, 2023	\$115.00/day
Onalie Beckstead		Custodian/Monitor	Annual	Sept. 14, 2023	\$17.40/hour
Roseanne Larock		FSW/Custodian/Monitor	Annual	Sept. 5, 2023	\$17.40/hour
Cheryl Ashley		FSW/Custodian/Monitor	Annual	September 18, 2023	\$17.40/hour
Jasmine Jandreau		4-Hour Food Service Worker	Annual	September 18, 2023	\$16.32/hour
Terry Taber		4-Hour Food Service Worker	Annual	September 18, 2023	\$16.32/hour
David Tyo Jr.		4-Hour Custodian	Annual	September 18, 2023	\$18.36/hour
Toni Siddon		Senior Class Co-Advisor	Annual	23-24 SY	\$ 529.50
Sabrina Pribek		Senior Class Co-Advisor	Annual	23-24 SY	\$ 529.50
Julie Moots		Tax Collector Trainee	Per Diem	September 20, 2023	\$21.40/hour

Resignations

Lisa Flack	Junior Class Co-Advisor	August 30, 2023
------------	-------------------------	-----------------

FMLA

Sabrina Pribek	Guidance Counselor	Approx. Oct. 12 - Nov. 3, 2023
Carla Averill	Teaching Assistant	Sept. 5, 2023 - March 1, 2024 - As needed

I recommend the foregoing personnel actions:

September 15, 2023

Eric Burke

Annual Area 6 Dinner Meeting

DATE: Thursday, October 5, 2023

LOCATION: Malone Golf Club, 79 Golf Course Road
Malone, New York

TIME: 5:00 P.M. – Social Gathering
6:00 P.M. – Dinner Buffet and Meeting

COST: \$30.00 per person, payable with registration – **Make check payable to
Franklin-Essex-Hamilton School Boards Association – Not FEH BOCES**

Please return reservations **WITH PAYMENT** by **Monday, September 25, 2023**, to **Lisa Mastry**, at
FEH BOCES, P.O. Box 28, 23 Husky Lane, Malone, New York 12953.

Buffet Menu: *Fresh Tossed Garden Salad*
Seasonal Vegetable Medley
Warm Rolls & Butter
Mashed Potatoes
Rosemary Chicken
Roast Pork Loin with Stuffing & Gravy
Pasta tossed in Tomato-Basil Cream Sauce
Chef's Selected Assorted Desserts
Coffee, Regular/Decaf, Tea, Ice Water

SCHOOL DISTRICT: _____

Name	Title

NOTE: Cancellation must be made by September 28th to receive a refund by contacting Lisa Mastry
lmastry@fehb.org or Wayne Rogers waynerogersny@gmail.com

NYSSBA AREA 6 DINNER
October 5, 2023
Malone Golf Club, Malone, New York

PROGRAM

5:00 – 6:00 PM - Social Hour

6:00 – 6:30 PM Opening Remarks & Dinner:
Wayne Rogers, Area 6 Director

Program Presenter:
Kathryn Alton, Program Leader, Lecturer
Childhood Education, SUNY Plattsburgh

Comments by:
Dr. Roger Catania, New York State Board of Regents

Area District Superintendents: Dale Breault, Jr.,
Tom Burns and Mark Davey

Closing Remarks:
Wayne Rogers

REGENT CATANIA DINNER MEETING

Wednesday, October 18, 2023
Seaway Career & Tech Center, Norwood

Time: 5:30 - 6:30 p.m. Dinner
6:30 - 6:45 p.m. SLLCSBA Meeting
6:45 - 8:00 p.m. Regent Roger Catania

Cost: \$25.00 per person

Menu: Buffet dinner consisting of strawberry salad w/feta, honey garlic glazed pork loin, chicken marsala, duchess potatoes, buttered butternut squash, brussels sprouts, homemade hot rolls/butter, Pina colada cheesecake mousse and grasshopper parfait

School District: _____

Number Attending: _____

Name (Please Print)

Position/Title

Please return reservations by Monday, October 2nd, to Jennie Colburn,
jennie.colburn@sllboces.org.

We will bill your school following the dinner with the number of attendees.

**SUPERINTENDENTS &
BOARD OF EDUCATION MEMBERS-**



**THE ST. LAWRENCE-LEWIS COUNTIES SCHOOL
BOARDS ASSOCIATION INVITES YOU TO**

DINNER AND DIALOGUE with Dr. Roger Catania

**Board of Regents
4th Judicial District**

- Has served more than 35 years as Superintendent, teacher, and school counselor
- Last 8 years as Superintendent of the Lake Placid Central School District
- Commitment to addressing social inequality in children, families, and education

TIME AND DATE

WEDNESDAY, OCTOBER 18TH

5:30 PM

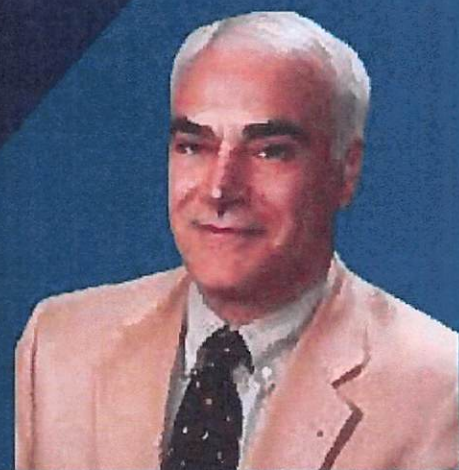


**SEAWAY TECHNICAL CENTER
7225 STATE HIGHWAY 56
NORWOOD, NY**

REGISTRATION DEADLINE

Rsvp

**RSVP Jennie Colburn by
Monday, October 2nd
jennie.colburn@sllboces.org
\$25.00 per attendee**



Transportation Report

September 19, 2023

1. We had a good opening day with only one bus with a door issue. This was quickly repaired.
2. We are in good shape with drivers again this year. We are still in new of a couple of monitors.
3. We received our buses from last year in July & hoping to have our new buses for this year around December.
4. The new van has a delivery date of 9/8 - 9/17.
5. We are waiting for a delivery date for the new flatbed truck.
6. We are in good shape as far as buses go; only need preventive maintenance.
7. We had a busy summer with 3 full-size buses being used for the summer program, one short bus going to Potsdam & one full-size bus for Waddington's summer beach program.
8. The air compressor at the bus garage (original compressor from when garage was built) is having issues & the new one just arrived. We will be installing next week.
9. Last year we ended the year with driving 319,126 miles total.

Custodial Report

September 19, 2023

1. Summer work is complete.
2. School is back in session & all teacher requests are being taken care of.
3. Playground has a new slide installed.
4. Parking lot holes have been patched & lined.
5. Team shelters are being put together & placed on fields.
6. New soccer goals on the varsity field.
7. Outside cleanup continues (removal of bases, home run fence, trash cans, etc).
8. All we have left are Mr. Binion's fire drills.

Election Clerks - October 18, 2023

1:00 - 3:00

Barbara Santamont

Shirley Martin

3:00 - 6:00

Judy LeFleur

Kelly Sharlow

6:00 - 8:00

Onalie Beckstread

Marcia Oney

Madrid-Waddington Central School District Opioid Overdose Prevention

In an effort to ensure the health and safety of its students and staff, the District will maintain and administer an opioid agonist on its property, specifically the intranasal form of Naloxone, also known as Narcan, in the event of an emergency to any student, staff member, or visitor experiencing a known or suspected opioid overdose.

Faculty, staff members, and volunteers of Madrid-Waddington Central School District who choose to become trained overdose responders as part of the Seaway Valley Prevention Council Opioid Overdose Prevention Program (Cert. #1154) as registered by the New York State Department of Health (NYSDOH) shall be permitted to administer Naloxone on-site during the school day or during school activities. Licensed healthcare personnel employed by the district (Registered Nurses [RNs], Licensed Professional Nurses [LPNs], Medical Doctors [MDs], Doctors of Osteopathy [DOs], Nurse Practitioners [NPs] or Physician's Assistants [PAs]) will act within their scope of practice regarding patient non-specific orders for the purposes of this program. The Clinical Director of Seaway Valley Prevention Council's Opioid Overdose Prevention Program (SVPC OOPP) shall issue a non-patient-specific order for Naloxone. The Program Director of SVPC OOPP and the district's Medical Director shall be notified whenever Naloxone is administered on-site.

Seaway Valley Prevention Council's Opioid Overdose Prevention Program will be responsible for training faculty, staff, and volunteers who choose to become trained overdose responders, maintaining a record of trained overdose responders in the district, and maintaining the supply of Naloxone within the school district. Madrid-Waddington Central School District is responsible for identifying and selecting persons to become trained overdose responders and making Naloxone accessible to all trained overdose responders in the event of an emergency. The school district will notify Seaway Valley Prevention Council of any changes to the employment status of trained individuals in a timely fashion.

Naloxone will be stored in secure but accessible locations consistent with the District's emergency response plan. Such locations shall be designed to provide ready and appropriate access for use during emergencies, consistent with the District's emergency response plan.

The school nurse will ensure the school district will comply with the requirements of Public Health Law section 3309 including, but not limited to, appropriate clinical oversight, recordkeeping and reporting.

Documentation and Other Provisions

School nurses will document the administration of naloxone in accordance with the non-patient specific order and protocol that authorized the individual to administer the naloxone, and report the administration of the naloxone to the district's medical director.

If there is a patient specific order for a particular student, the district will refer to the current New York State Education Department Guidelines for Medication Management in Schools as appropriate.

The on-site inventory and placement of naloxone will be accounted for periodically, and counted by personnel designated by the school administrator.

Use of Naloxone will be documented in the individual's cumulative health record for students, or consistent with applicable policies for care administered to staff. Documentation must include the date and time and route of administration noting the anatomical location if intramuscular was administered; the signs and symptoms displayed by the student or staff member prior to administration; the student or staff member's response to naloxone administration, if CPR/rescue breathing/AED was administered; the name of the EMS agency providing transport, along with the name of the health care facility the student/staff person was transported to; and signed by the person completing the documentation. Incident reports will be completed as per school district policy.

This regulation, and any related procedures will be reviewed periodically to ensure they continue to meet the needs of the district and are consistent with recommended best practice.

RESOLUTION AUTHORIZING PARTIAL SETTLEMENT OF VAPING LITIGATION

WHEREAS, in recent years the use and abuse of e-cigarettes and vaping devices increased dramatically among high school and middle school students, leading to significant risks of addiction and potentially life-threatening respiratory ailments; and

WHEREAS, students attending the Madrid-Waddington Central School District (the "School District") have not been immune to this phenomenon with the School District observing students using e-cigarettes and vaping devices in school and on school grounds; and

WHEREAS, the use of e-cigarettes and vaping devices by students has caused the School District to incur costs in the form of staff time, disciplinary proceedings, and other costs, with the expectation that these costs will only increase unless and until student use of these devices decreases and stops; and

WHEREAS, the School District authorized the law firms of Ferrara Fiorenza PC, and the Frantz Law Group, APLC, to initiate litigation against Altria Group, Inc. and Philip Morris USA, Inc., Altria Client Services LLC, Altria Enterprises LLC, and Altria Group Distribution Company (collectively "Altria") by board resolution relating to the production, marketing, sale, and distribution of e-cigarettes and vaping devices; and

WHEREAS, a tentative settlement has been reached with Defendant Altria whereby in return for discontinuing the litigation, the School District would receive certain cash payment; and

WHEREAS, the amount that the School District receives will be no less than \$3,961 ; and

WHEREAS, the Board of Education (the "Board") has determined it is necessary, advantageous, desirable, and in the public interest and the best interests of the School District that it settle this litigation against Altria.

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the School

District, as follows:

1. The Board authorizes the partial settlement of the vaping lawsuit against defendant Altria.
2. A Settlement with the substantive terms contained herein is hereby approved in substantially the form reviewed by the Board and together with such minor modifications as are deemed necessary by the School District's attorneys and administrators to protect the best interests of the School District.
3. The Board President, Superintendent and their designee(s) are hereby authorized to finalize, sign and enter into the Settlement Agreement on behalf of the School District and take all actions and execute all documents necessary or appropriate to carry out the intent of this Resolution.
4. This Resolution shall take effect immediately.

Dated: _____

District Clerk



September 5, 2022
Mr. Eric Burke
Superintendent of Schools
2582 State Highway 345
Madrid, New York 13660

RE: Madrid Waddington – 2023/2024 Capital Outlay Project
SEI Project No. 23-4269

Dear Eric,

The District received bids for the above referenced project on August 31, 2023. A Tabulation of Bids is attached. We are pleased to note that the apparent low bids are within the project budget. Having reviewed the Bid Forms, we present the following apparent low bidder for the construction.

1. APPARENT LOW BIDDER

General Construction Work
Whifton Construction LLC.
710 Cream of the Valley Road
Gouverneur, NY 13642

Base Bid:	\$82,875.00
Alternate GC-01 – Replace windows in classroom 09	+\$26,250.00
 TOTAL	 \$109,125.00

2. CONTRACT AWARD

The budget is adequate for the award of Base Bids. SEI Design Group suggests the District consider award of contracts as follows:

<u>General Work</u> Whifton Construction LLC.	
Base Bid	\$82,875.00

3. BUDGET STATUS COSTS (Construction and Incidentals)

Voter Authorized Referendum	\$100,000.00
Total Suggested Contract Awards	\$82,875.00
 Unencumbered funds/ additional contingency	 \$17,125.00



Based upon the information above, we suggest that the District award the Contracts to the apparent low bidder. We hope that this information will assist the Board in making an award for this work. Please let us know if you have any questions or require additional clarification.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Stephen J. Staveski', with a large, stylized flourish extending to the left.

Stephen J. Staveski, AIA
Associate Principal

COPY: Mike Ebertz, AIA



Frantz Law Group
A Professional Law Corporation

Social Media Litigation

Client Contact Information

Public Entity Name: Madrid - Waddington CSD

Public Entity Address: PO Box 67, 2582 SH 345, Madrid NY
13660

Preferred Contact Information:

Primary Contact Name: Eric Burke

Role: Superintendent of Schools

Preferred email address: eburke @ MWCSK12.org

Preferred phone number: 315-322-5746 x. 35221

Secondary Contact Name: Bruce Durant

Role: BOE President

Preferred email address: bdurant @ MWCSK12.org

Preferred phone number: 315-322-5746 x. 35221

ATTORNEY-CLIENT CONTINGENCY FEE CONTRACT

Social Media Litigation

This ATTORNEY-CLIENT CONTINGENCY FEE CONTRACT ("Agreement") is entered into by and between _____ ("Client" or "District") and Frantz Law Group, APLC ("Attorneys" or "We") and encompasses the following provisions:

1. **CONDITIONS.** This Agreement will not take effect, and Attorneys will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.
2. **AUTHORIZED REPRESENTATIVES**
 - A. **CLIENT REPRESENTATIVES.** Client designates _____, or his/her designee, as the authorized representatives to direct Attorneys and to be the primary individuals to communicate with Attorneys regarding the subject matter of Attorneys' representation of Client under this Agreement. The designation is intended to establish a clear line of authority and to minimize potential uncertainty but not to preclude communication between Attorneys and other representatives of Client.
 - B. **ATTORNEY REPRESENTATIVES.** James Frantz, William Shinoff, Jade Koller and Regina Bagdasarian of Frantz Law Group, APLC will be primarily responsible for the work, either performing it himself/herself or delegating it to others as may be appropriate. This is not intended to limit Attorneys' option of delegating work to others as Attorneys deem appropriate.
3. **SCOPE AND DUTIES.** Client hires Attorneys to provide legal services in connection with pursuing claims for damages arising from District's students' use of social media. The litigation will involve, among other steps, the preparation and filing of the District's action, i.e., the lawsuit ("Action"). Attorneys shall provide those legal services reasonably required to represent Client and shall take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of developments.
4. **LEGAL SERVICES SPECIFICALLY EXCLUDED.** Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action, (b) proceedings before any federal or state administrative or governmental agency, department, or board, or (c) any other matter not expressly covered by this Agreement. With Client's permission, however, Attorneys may elect to appear at administrative proceedings to protect Client's rights. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

5. FEES. Client will pay attorneys' fees of:

Twenty five percent (25%) of any monetary settlement or recovery that Attorneys obtain for Client. Client is not responsible for paying Attorneys any money other than what has been recovered from Defendants.

Fees shall be calculated on the basis of any settlement or recovery prior to the deduction of any expense or cost, that is, the "Gross Recovery." Contingency fee rates are not set by law but have been negotiated. If no recovery is made, no fees will be charged.

The term "Gross Recovery" shall include, without limitation, the then present value of any monetary payments agreed or ordered to be made by the adverse parties or their insurance carriers, whether by settlement, arbitration award, court judgment (after all appeals exhausted), or otherwise. Any statutory Attorneys' fee paid by Defendants shall be included in calculating the Gross Recovery.

- A. "Gross Recovery," if by settlement, also includes (1) the then-present value of any monetary payments to be made to the District; and (2) any Attorneys' fees and costs recovered by the District as part of any cause of action that provides a basis for such an award. "Recovery" may come from any source, including, but not limited to, the parties adverse to the District and/or their insurance carriers and/or any third party, whether or not a party to formal litigation. The contingent fee is calculated by multiplying the recovery by the fee percentage. This calculation is performed on the gross recovery amount before the deduction of expenses as discussed above.

Gross Recovery, except in the case of a settlement, does not contemplate nor include any amount or value for injunctive relief or for the value of an abatement remedy which may be obtained in a final arbitration award or court judgment. It is possible that payment to the Client by the adverse parties or their insurance carrier(s) or any third-party may be deferred, as in the case of an annuity, a structured settlement, or periodic payments. The contingent fee is calculated, as described above, by multiplying the Gross Recovery by the fee percentage. The reimbursement of costs will be paid out of the initial payments, and the Attorneys' fees will be paid on a pro-rata basis as settlements are paid.

- B. Reasonable Fee if Contingent Fee is Unenforceable or if Attorney is Discharged Before Any Recovery. In the event that the contingent fee portion of this Agreement is determined to be unenforceable for any reason, Attorneys are prevented from representing Client on a contingent fee basis, or Client discharges Attorneys before a recovery is obtained, Client agrees to pay the reasonable value of the services rendered. If the parties are unable to agree on the reasonable value of services rendered, Attorneys and Client agree that the fee will be determined via the procedures set forth in paragraph 9 below. In any event, the fee determined by arbitration shall not exceed twenty five percent (25%) of the Gross Recovery as defined in paragraph 5.

C. No General Fund Payments. Notwithstanding any other provision in this Agreement, in no event will the Client be required to pay legal fees out of any fund other than the monies recovered from defendants in this litigation. Under no circumstances shall District general funds be obligated to satisfy the contingent Attorneys' fees.

6. COSTS AND EXPENSES. In addition to paying legal fees, Client shall reimburse Attorneys for all "costs/expenses", which includes but is not limited to the following: process servers' fee, common benefit fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, long distance telephone calls, messenger and other delivery fees, parking, investigation expenses, consultants' fees, expert witness fees, and other similar items, incurred by Attorneys. Other costs and expenses include case management computer services, document management services, case administration/accounting fees and costs, and other similar items. ATTORNEYS may find it necessary to obtain the services of legal, clerical, and/or other personnel who are not ATTORNEYS regular employees but outside independent contractors (e.g. JND, Archer, KCC). The costs/expenses incurred that Attorneys advance will be owed in addition to Attorneys' fees, and Client will reimburse those costs/expenses after Attorneys' fees have been deducted from any award/recovery. **If there is no award/recovery, Client will not be required to reimburse Attorneys for costs and fees. In the event a recovery is insufficient to reimburse Attorneys for all costs/expenses after the Attorney's fee has been deducted, Client will not be required to reimburse Attorneys for the shortfall.**

SHARED EXPENSES: Client understands that Attorneys may incur certain costs/expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorneys shall divide such expenses equally, or pro rata, among such clients, and deduct Client's portion of those expenses from Client's share of any recovery. The division of expenses shall apply regardless of when Client retained Attorney such that costs/expenses incurred prior to Client joining the lawsuit will still be divided and a portion allocated to Client.

FEDERAL MDL AND STATE COORDINATION COMMON BENEFIT FEES AND COMMON BENEFIT COSTS:

Various Attorneys, including Frantz Law Group, frequently serve on plaintiffs' steering or executive committees in Multi-District Litigations (MDLs) and/or in California state court coordinated proceedings (JCCP's) or other state court proceedings, and perform work which benefits the various law firms as well as clients of other law firms involved in the same or related litigation. As a result, the court(s) where the cases are pending may order that Attorneys are to receive compensation for Attorneys' time and effort which has benefitted all claimants. This compensation is known as "Common Benefit Fees," and they are paid by the law firms directly and not from the clients' recovery. If Attorneys are awarded such fees, they will be credited against the contingency fee to be

paid by each Client on an equal basis.

In contrast to Common Benefit Fees, "Common Benefit Costs" are litigation costs to which all Clients contribute a limited portion of their recovery to reimburse expenses incurred to prosecute the lawsuits collectively.

7. LIEN. In the event any third-party attempts to lien any anticipated award/recovery or proceeds already recovered, Client hereby grants, and agrees, TO THE EXTENT PERMITTED BY APPLICABLE LAW, that Attorneys hold, a first priority and superior lien in the amount of the Attorneys' fees (or reasonable value of services) and costs that Attorneys are entitled to, and that such lien applies to any and all proceeds recovered or to be recovered. More generally, Attorneys shall have a lien against any anticipated recovery and/or actual recovery for Attorneys' fees (or reasonable value of services) and costs

8. DISCHARGE AND WITHDRAWAL.

A. Client may discharge Attorneys at any time. After receiving notice of discharge, Attorneys shall stop services on the date and to the extent specified by the notice of discharge, and deliver to Client or Client's designee all evidence, files, and attorney work product for the Action. This includes any computerized indices, programs and document retrieval systems created or used for the Action.

B. Attorneys may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Agreement, Client's refusal to cooperate with Attorneys, or any other fact or circumstance that would render Attorneys continuing representation unlawful or unethical. Attorneys may also discharge Client if Client at any time is dishonest with Attorneys or fails to provide relevant information to Attorneys.

9. ARBITRATION OF DISPUTES: ATTORNEY and CLIENT agree that should any dispute arise between them, it must be mediated first, before any claims are filed. Specifically, any and all disputes, controversies or claims arising out of, or related to this Agreement and/or Attorneys' representation of Client, including, but not limited to, claims of malpractice (collectively referred to herein as "Dispute" or "Disputes"), shall be submitted to mediation at the offices of Judicate West, San Diego, or Signature Resolution, in Los Angeles, California before a retired judge or other mediator affiliated with the selected organization, agreed to between the parties, and, if the parties cannot agree, before a retired judge selected by the organization who is hosting the mediation. No petition for arbitration can be filed until after this agreed-upon mediation has occurred, and any petition for arbitration (or litigation) filed prior to conclusion of this mediation shall be subject to dismissal, pursuant to this Agreement. Client and Attorneys will each pay one-half of the actual cost of the mediation, but each party will be

responsible for his or her own attorneys' fees and preparation costs. The parties agree that any Dispute, whether submitted to mediation or not, will not be litigated in court. Rather, any Dispute, which is specifically defined above to include claims of malpractice, fee disputes, among others, will be submitted to mandatory binding arbitration before Judicate West or Signature Resolution. By signing this Agreement, Client and Attorneys agree to arbitration and waive the right to a court or jury trial and the right to appeal. Any Disputes shall be heard in San Diego or Los Angeles, applying California law. Client is not waiving rights to arbitration for fee disputes before the San Diego County Bar Association.

10. **AUTHORITY OF ATTORNEY.** Attorneys may, with prior Client approval, associate co-counsel if the Attorneys believe it advisable for the proper handling of Client's claim, and Client expressly authorizes Attorneys to divide any Attorneys' fees that may eventually be earned with associated co-counsel.
11. **DISCLAIMER OF GUARANTEE.** Nothing in this Contract and nothing in Attorneys' statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of Client's matter are expressions of Attorneys' professional opinion.

MULTIPLE REPRESENTATIONS: Client understands that Attorneys do or will likely represent many other individuals/entities/school districts with claims that are similar or the same as Client's. Attorneys' representation of multiple Clients at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of one or more Clients may become inconsistent with the interests and objectives of other Clients. Attorneys are governed by specific rules of legal ethics regarding conflicts of interest that might arise from Attorneys simultaneous representation of multiple clients against the same or similar Defendants. Attorneys are required to advise Clients of any actual or potential conflicts of interest and obtain their informed written consent to Attorneys' representation of multiple Clients at the same time. It is difficult to foresee all possible circumstances in which Clients' interests might conflict. Nonetheless, by way of example only, one or more Clients might wish to settle the case under certain terms while others disagree, and such disagreement makes it difficult or impossible to settle the case. By signing this Agreement, Client acknowledges that it has been advised of the potential conflicts of interest which may be or are associated with Attorneys' representation of Client and other and that The District Clients, and that, nevertheless Client consents to such simultaneous representation. Attorneys strongly advise Client to seek independent legal advice before signing this Agreement.

WAIVER OF DISQUALIFICATION: Under certain circumstances, including among others, when there is an irreconcilable conflict of interest among various Clients, Attorneys must, or it is prudent to, terminate the representation of one or more Clients. Should this occur for any reason, Client agrees that it will not seek to disqualify Attorneys from continuing to represent other Clients and/or from seeking new Clients about the same subject matter of the Action. Attorneys strongly advise Client to seek independent legal advice before signing this Agreement.

12. **AGGREGATE SETTLEMENTS:** Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or Defendants attempt to settle or otherwise resolve the cases in a group or groups, by making a single settlement offer to settle a number of cases or all cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the relative strengths and weaknesses of each case, the severity and extent of injuries/losses, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. Client authorizes Attorneys to enter into and engage in group settlement discussions which may include Client's individual claim. Nonetheless, Client retains the right to approve, and Attorneys are required to obtain Client's approval of, any settlement of Client's case.

13. **EFFECTIVE DATE AND TERM.** This Agreement will take effect upon execution by Client and Attorneys.

14. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. Facsimile or pdf versions of this Agreement shall have the same force and effect as signature of the original.

The above is approved and agreed upon by all parties.

Dated: _____

Frantz Law Group, APLC

Dated: _____

District Representative



QUOTE ISSUED: 15-Aug-2023

RE: Madrid Waddington Central School District
INSURANCE QUOTE: BEAZLEY BREACH RESPONSE

We are pleased to offer the following quote for the above captioned account.

This quote is strictly conditioned upon no material change in risk occurring between the date of this letter and the inception date of the proposed policy (including but not limited to any claim or notice of circumstances which may reasonably be 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 of risk, the Insurer may in its sole discretion, whether or not this offer has already been accepted by the Insured, modify and/or withdraw this offer.

Please be advised that if coverage is bound, premium must be remitted by the due date on the invoice.

Thank you for the opportunity to quote.

This quote will remain in effect until 01-Sep-2023.

COVERAGE SCHEDULE (Currency in USD)				
LIMITS	OPTION #1	OPTION #2	OPTION #3	OPTION #4
Breach Response				
Notified Individuals:	100,000	100,000	100,000	100,000
Legal, Forensic & Public Relations/Crisis Mgmt:	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
THE BREACH RESPONSE LIMITS ABOVE ARE IN ADDITION TO THE POLICY AGGREGATE LIMIT OF LIABILITY				
Policy Aggregate Limit of Liability:	\$1,000,000	\$1,000,000	\$2,000,000	\$2,000,000
Additional Breach Response Limit				
Additional Breach Response Limit:	\$1,000,000	\$1,000,000	\$2,000,000	\$2,000,000
First Party Loss				
Business Interruption Loss:				
Resulting from Security Breach:	\$1,000,000	\$1,000,000	\$2,000,000	\$2,000,000
Resulting from System Failure:	\$1,000,000	\$1,000,000	\$2,000,000	\$2,000,000
Dependent Business Loss:				
Resulting from Dependent Security Breach:	\$100,000	\$100,000	\$100,000	\$100,000
Resulting from Dependent System Failure:	\$100,000	\$100,000	\$100,000	\$100,000
Cyber Extortion Loss:	\$1,000,000	\$1,000,000	\$2,000,000	\$2,000,000
Data Recovery Costs:	\$1,000,000	\$1,000,000	\$2,000,000	\$2,000,000
Liability				
Data & Network Liability:	\$1,000,000	\$1,000,000	\$2,000,000	\$2,000,000
Regulatory Defense & Penalties:	\$1,000,000	\$1,000,000	\$2,000,000	\$2,000,000
Payment Card Liabilities & Costs:	\$1,000,000	\$1,000,000	\$2,000,000	\$2,000,000
Media Liability:	\$1,000,000	\$1,000,000	\$2,000,000	\$2,000,000
eCrime				
Fraudulent Instruction:	\$250,000	\$250,000	\$250,000	\$250,000
Funds Transfer Fraud:	\$250,000	\$250,000	\$250,000	\$250,000
Telephone Fraud:	\$250,000	\$250,000	\$250,000	\$250,000
Criminal Reward				
Criminal Reward:	\$50,000	\$50,000	\$50,000	\$50,000
RETENTIONS				
	OPTION #1	OPTION #2	OPTION #3	OPTION #4
Breach Response				
Legal, Forensic & Public Relations/Crisis Mgmt:	\$5,000; \$2,500 for Legal	\$10,000; \$5,000 for Legal	\$5,000; \$2,500 for Legal	\$10,000; \$5,000 for Legal
Each Incident, Claim, or loss:	\$5,000	\$10,000	\$5,000	\$10,000
PREMIUM	\$7,470	\$7,010	\$9,820	\$9,220

THE INSURER(S) NAMED HEREIN IS (ARE) NOT LICENSED BY THE STATE OF NEW YORK, NOT SUBJECT TO ITS SUPERVISION, AND IN THE EVENT OF THE INSOLVENCY OF THE INSURER(S), NOT PROTECTED BY THE NEW YORK STATE SECURITY FUNDS. THE POLICY MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF THE DEPARTMENT OF FINANCIAL SERVICES PERTAINING TO POLICY FORMS.

F00655
112017 ed.

New York Premium: \$7,470.00
Taxable Fees: \$0

New York Premium: \$7,010.00
Taxable Fees: \$0

New York Premium: \$9,820.00
Taxable Fees: \$0

New York Premium: \$9,220.00
Taxable Fees: \$0

INSURED: Madrid Waddington Central School District

This quote will remain in effect until 01-Sep-2023.

GENERAL INFORMATION

Quote Effective Until: 01-Sep-2023

Named Insured: Madrid Waddington Central School District
Po Box 67
2582 State Highway 345
Madrid, NY 13660

Insurer: Syndicate 2623/623 at Lloyd's. (Non-Admitted)

POLICY INFORMATION

Policy Period: The Policy Period will be 12 months.
Both at 12:01 a.m. Local Time at the Named Insured Address

Continuity Date: Policy Inception

Optional Extension Period: 12 Months

Optional Extension Premium: 100% of the Annual Policy Premium

Notified Individuals Threshold: 100 Notified Individuals

Waiting Period: 8 Hours

Policy Form: Beazley Breach Response (F00653 112017 ed.) with
BBR Information Pack

This policy provides coverage, for no additional charge, for loss arising out of "Certified Acts of Terrorism", as that term is defined in The Terrorism Risk Insurance Act of 2002, as amended. See your policy for complete information regarding this coverage.

This quote will remain in effect until 01-Sep-2023.

ENDORSEMENTS EFFECTIVE AT INCEPTION

1.	SCHEDULE2023	Lloyd's Security Schedule 2023
2.	BSLMUNMA2868	Lloyd's Certificate - No policy language
3.	NMA1256	Nuclear Incident Exclusion Clause-Liability-Direct (Broad) (U.S.A.)
4.	NMA1477	Radioactive Contamination Exclusion Clause-Liability-Direct (U.S.A.)
5.	E14873 062021 ed.	Amend Definition Of Damages Endorsement
6.	E10595 112017 ed.	Asbestos, Pollution, and Contamination Exclusion Endorsement
7.	E11122 012018 ed.	Cap on Losses Arising Out of Certified Acts of Terrorism
8.	E10596 122019 ed.	Choice of Law and Service of Suit <ul style="list-style-type: none"> Choice of Law: <i>New York</i>
9.	E11783 072018 ed.	Computer Hardware Replacement Cost <ul style="list-style-type: none"> Sublimit: <i>To Match Elected Limit</i>
10.	E10675 012019 ed.	Contingent Bodily Injury With Sublimit Endorsement <ul style="list-style-type: none"> Sublimit: <i>\$250,000</i>
11.	E12968 052019 ed.	CryptoJacking Endorsement <ul style="list-style-type: none"> Sublimit: <i>To Match Elected Limit</i> Retention: <i>To Match Elected Retention</i>
12.	E15627 012023 ed.	First Party Loss Exclusion Amendatory Endorsement
13.	E11848 072018 ed.	Invoice Manipulation Coverage <ul style="list-style-type: none"> Limit: <i>\$100,000</i> Retention: <i>To Match Elected Retention</i>
14.	E06928 082020 ed.	Policyholder Disclosure Notice of Terrorism Insurance Coverage
15.	E13038 062019 ed.	Reputation Loss <ul style="list-style-type: none"> Limit: <i>To Match Elected Limit</i> Retention: <i>To Match Elected Retention</i>
16.	E02804 032011 ed.	Sanction Limitation and Exclusion Clause
17.	E15626 012023 ed.	War and Cyber War Exclusion
18.	E06799 112017 ed.	Amend Definition of Fraudulent Instruction
19.	E07594 112017 ed.	Amend Notified Individuals Threshold
20.	E12813 042019 ed.	Amendatory Endorsement <ul style="list-style-type: none"> Broker Name: <i>Amwins</i>
21.	E15628 012023 ed.	Catastrophic First Party Loss Amendatory Endorsement
22.	E11290 032018 ed.	GDPR Cyber Endorsement
23.	E10944 032019 ed.	Post Breach Remedial Services Endorsement
24.	E13372 092019 ed.	State Consumer Privacy Statutes Endorsement

INSURED: Madrid Waddington Central School District

This quote will remain in effect until 01-Sep-2023.

- | | | |
|-----|-------------------|-----------------------------|
| 25. | E12967 052019 ed. | Voluntary Shutdown Coverage |
| 26. | E11294 032018 ed. | Amend Data Recovery Costs |
| 27. | E12604 012019 ed. | Amend Definition of Data |

Beazley's Cyber Services

With Beazley's 360° approach, cyber & tech policyholders have access to a comprehensive set of solutions created to help protect themselves on all fronts from the dangerous world of cyber risks. These solutions include pre-breach and risk management services offered through Beazley Breach Response (BBR) Services.

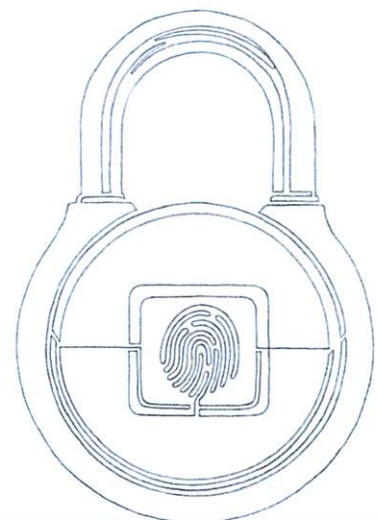
Resources available:

- Beazley's current panel of service providers
- Information on the risk management tools and resources included with your policy, including Beazley's in-house risk management portal, www.beazleybreachsolutions.com
- The process for notifying Beazley of a breach and the ability to report a breach or breach incident online
- Online cyber business interruption guide
- Beazley's 360° approach to ransomware protection
- A listing of cyber security vendors through which Beazley cyber & tech policyholders can benefit from discounted rates for anti-phishing tools and training, email security and identity and access management solutions, cyber risk assessment and testing, and other pre-breach services.

To learn more about Beazley's cyber services, visit

www.beazley.com/cyberservices.

The descriptions contained in this communication are for preliminary informational purposes only. The product is available on an admitted basis in some but not all US jurisdictions through Beazley Insurance Company, Inc., and is available on a surplus lines basis through licensed surplus lines brokers underwritten by Beazley syndicates at Lloyd's. The exact coverage afforded by the product described herein is subject to and governed by the terms and conditions of each policy issued. The publication and delivery of the information contained herein are not intended as a solicitation for the purchase of insurance on any US risk. Beazley USA Services, Inc. is licensed and regulated by insurance regulatory authorities in the respective states of the US and transacts business in the State of California as Beazley Insurance Services (License#: 0G55497).



beazley

Effective date of this Endorsement: 01-Sep-2023

This Endorsement is attached to and forms a part of Policy Number:

Syndicate 2623/623 at Lloyd's. Referred to in this endorsement as either the "Insurer" or the "Underwriters"

LLOYD'S SECURITY SCHEDULE

Syndicate 2623 82.21%

Syndicate 623 17.79%

ALL OTHER TERMS, conditions and limitations of said Certificate shall remain unchanged.



Lloyd's Certificate

This Insurance is effected with certain Underwriters at Lloyd's, London.

This Insurance is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

The Insured is requested to read their Policy, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

All inquiries regarding the Policy should be addressed to the following Correspondent:

Beazley USA

SLC-3 (USA) NMA2868 (24/08/2000) (amended)



One Lime Street London EC3M 7HA

Effective date of this Endorsement: 01-Sep-2023

This Endorsement is attached to and forms a part of Policy Number:

NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD) (U.S.A.)

BEAZLEY BREACH RESPONSE

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.

This Policy* does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
 - (a) with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or

possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or by-product material;

"source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means:

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

* NOTE: As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

Effective date of this Endorsement: 01-Sep-2023

This Endorsement is attached to and forms a part of Policy Number:

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE-LIABILITY-DIRECT (U.S.A.)

For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause-Liability-Direct) to liability insurances affording worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

Effective date of this Endorsement: 01-Sep-2023

This Endorsement is attached to and forms a part of Policy Number:

Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the "Underwriters"

AMEND DEFINITION OF DAMAGES ENDORSEMENT

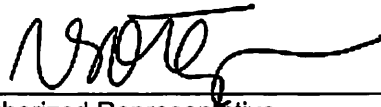
This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that part 5. Of the definition of **Damages** is deleted in its entirety and replaced with the following:

5. punitive or exemplary damages or any damages which are a multiple of compensatory damages, unless insurable by law;

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Sep-2023

This Endorsement is attached to and forms a part of Policy Number:

Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the "Underwriters"

ASBESTOS, POLLUTION, AND CONTAMINATION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the coverage under this Policy will not apply to any **Loss** arising out of either in whole or in part, directly or indirectly arising out of or resulting from or in consequence of, or in any way involving:

1. asbestos, or any materials containing asbestos in whatever form or quantity;
2. the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind; any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins; and any governmental or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins;

The Underwriters will have no duty or obligation to defend any **Insured** with respect to any **Claim** or governmental or regulatory order, requirement, directive, mandate or decree which either in whole or in part, directly or indirectly, arises out of or results from or in consequence of, or in any way involves the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind;

3. the existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person or the environment, or that affects the value, marketability, condition or use of any property; or
4. the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants; or any governmental, judicial or regulatory directive or request that the **Insured** or anyone acting under the direction or control of the **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize Pollutants. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant including gas, acids, alkalis, chemicals, heat, smoke, vapor, soot, fumes or waste. Waste includes but is not limited to materials to be recycled, reconditioned or reclaimed.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Sep-2023

This Endorsement is attached to and forms a part of Policy Number:

Syndicate 2623/623 at Lloyd's. Referred to in this endorsement as either the "Insurer" or the "Underwriters"

CAP ON LOSSES ARISING OUT OF CERTIFIED ACT OF TERRORISM

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

- A. If aggregate insured losses attributable to "Certified Acts of Terrorism" exceed \$100,000,000,000 in a calendar year and the Underwriters meet the applicable insurer deductible under the Terrorism Risk Insurance Act, the Underwriters are not liable for the payment of any portion of the amount of the losses exceeding \$100,000,000,000. Insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- B. As used in this endorsement, "Certified Act of Terrorism" means any act that is 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 an air carrier or vessel 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.
- C. Terrorism exclusions, or the inapplicability or omission of a terrorism exclusion, do not create coverage for injury or damage otherwise excluded under this Policy.

All other terms, exclusions and conditions of the policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Sep-2023

This Endorsement is attached to and forms a part of Policy Number:

Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the "Underwriters"

CHOICE OF LAW AND SERVICE OF SUIT

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that **GENERAL CONDITIONS** is amended to include:

Service of Suit

It is agreed that in the event of the Underwriters' failure to pay any amount claimed to be due under this Insurance, the Underwriters will, at the **Insured's** request, submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this provision constitutes or should be understood to constitute a waiver of the Underwriters' rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or seek a transfer of a case to another court as permitted by the laws of the United States or any state in the United States. It is further agreed that service of processing such suit may be made upon the Underwriters' representative:

Lloyd's America, Inc., Attention: Legal Department, 280 Park Avenue, East Tower, 25th Floor,
New York, NY 10017

and that in any suit instituted against any one of them upon this contract, the Underwriters will abide by the final decision of such court or of any appellate court in the event of an appeal.

The person or entity named above is authorized and directed to accept service of process on the Underwriters' behalf in any such suit and/or upon the **Insured's** request to give a written undertaking to the **Insured** that they will enter a general appearance upon the Underwriters' behalf in the event such a suit shall be instituted.

Pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, the Underwriters hereby designate the Superintendent, Commissioner, or Director of Insurance or other officer specified for that purpose in the statute, or his successor in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on the **Insured's** behalf or any beneficiary hereunder arising out of this Policy, and hereby designate the person or entity named above as the persons to whom said officer is authorized to mail such process or a true copy thereof.

Choice of Law

Any disputes involving this Policy will be resolved applying the law of the state of New York.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Sep-2023

This Endorsement is attached to and forms a part of Policy Number:

Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the "Underwriters"

COMPUTER HARDWARE REPLACEMENT COST

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

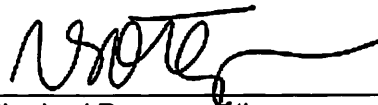
1. The definition of **Extra Expense** is deleted in its entirety and replaced with the following:

Extra Expense means reasonable and necessary expenses incurred by the **Insured Organization** during the **Period of Restoration** to minimize, reduce or avoid **Income Loss**, over and above those expenses the **Insured Organization** would have incurred had no **Security Breach, System Failure, Dependent Security Breach** or **Dependent System Failure** occurred; and includes reasonable and necessary expenses incurred by the **Insured Organization** to replace computers or any associated devices or equipment operated by, and either owned by or leased to, the **Insured Organization** that are unable to function as intended due to corruption or destruction of software or firmware directly resulting from a **Security Breach**, provided however that the maximum sublimit applicable to **Extra Expense** incurred to replace such devices or equipment is USD To Match Elected Limit.

2. Part 2. of the **Bodily Injury or Property Damage** exclusion is deleted in its entirety and replaced with the following:

2. physical injury to or destruction of any tangible property, including the loss of use thereof; but this will not apply to the loss of use of computers or any associated devices or equipment operated by, and either owned by or leased to, the **Insured Organization** that are unable to function as intended due to corruption or destruction of software or firmware directly resulting from a **Security Breach**. Electronic data shall not be considered tangible property;

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Sep-2023

This Endorsement is attached to and forms a part of Policy Number:

Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the "Underwriters"

CONTINGENT BODILY INJURY WITH SUBLIMIT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. Part 1. of the **Bodily Injury or Property Damage** exclusion is deleted in its entirety and replaced with the following:

1. **Bodily Injury**; provided, this exclusion shall not apply to any **Claim** for **Contingent Bodily Injury**.

2. **DEFINITIONS** is amended by the addition of:

Bodily Injury means physical injury, sickness, disease or death of any person, including any mental anguish or emotional distress that results from such physical injury, sickness, disease or death.

Contingent Bodily Injury means those **Claims** wherein the **Damages** sought by the claimant are for **Bodily Injury** which arise solely out of a **Security Breach** affecting the **Insured Organization's Computer Systems** which is otherwise covered under the terms and conditions of this Policy; but not if the **Insured's** own act, error or omission is the direct immediate cause of such **Claim** for **Bodily Injury**. Furthermore, this extension of coverage applies only if such **Claim** for **Bodily Injury** is not covered under any other policy of insurance.

3. The Underwriter's aggregate limit of liability for all **Damages** resulting from all **Claims** covered under this Endorsement, made against any **Insured(s)** based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any **Contingent Bodily Injury** shall be \$250,000, which amount shall be part of and not in addition to the **Policy Aggregate Limit of Liability**.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Sep-2023
This Endorsement is attached to and forms a part of Policy Number:
Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the
"Underwriters"

CRYPTOJACKING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The aggregate sublimit applicable to all loss under this endorsement is USD To Match Elected Limit.
2. The Retention applicable to each incident, event, or related incidents or events, giving rise to an obligation to pay loss under this endorsement shall be USD To Match Elected Retention.
3. **INSURING AGREEMENTS** is amended to include:

Cryptojacking

To indemnify the **Insured Organization** for any direct financial loss sustained resulting from **Cryptojacking** that the **Insured** first discovers during the **Policy Period**.

4. **DEFINITIONS** is amended to include:

Cryptojacking means the **Unauthorized Access or Use of Computer Systems** to mine for **Digital Currency** that directly results in additional costs incurred by the **Insured Organization** for electricity, natural gas, oil, or internet (the "**Utilities**"); provided, however, that such additional costs for the **Utilities** are:

1. incurred pursuant to a written contract between the **Insured Organization** and the respective utility provider, which was executed before the **Cryptojacking** first occurred;
2. billed to the **Insured Organization** by statements issued by the respective utility provider, which include usage or consumption information;
3. not charged to the **Insured Organization** at a flat fee that does not scale with the rate or use of the respective utility; and
4. incurred pursuant to statements issued by the respective utility provider and due for payment during the **Policy Period**.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Sep-2023

This Endorsement is attached to and forms a part of Policy Number:

Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the "Underwriters"

FIRST PARTY LOSS EXCLUSION AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. **EXCLUSIONS** is amended as follows:

Parts 1. and 3. of the **First Party Loss** exclusion are deleted in their entirety and replaced with the following:

1. seizure, nationalization, confiscation, or destruction of property or data by official order of any governmental or public authority;
3. failure, interruption, or malfunction of **Financial Market Infrastructure, Digital and Internet Infrastructure**, power, water, oil, gas, electrical, sewage, or other utilities, or mechanical infrastructure or services, that are not under the **Insured Organization's** direct operational control;

The above exclusions apply notwithstanding anything to the contrary in this Policy or any appendix or endorsement added to this Policy.

2. **DEFINITIONS** is amended to include:

Digital and Internet Infrastructure means Internet Exchange Point providers, Domain Name System (DNS) service providers, certificate authorities (including trust service providers), Content Delivery Network (CDN) providers, timing servers (including stratum-1 and 2), and **Electronic Communications Network Infrastructure** used for the provision of publicly available electronic communications services which support the transfer of information between network termination points.

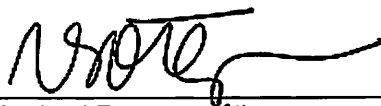
Electronic Communications Network Infrastructure means:

1. transmission and telecommunication systems or services, whether or not based on a permanent infrastructure or centralized administration capacity;
2. switching or routing equipment; and
3. other resources, including network elements which are not active,

which permit the conveyance of signals by wire, radio, optical or other electromagnetic means, including satellite networks, fixed (circuit- and packet-switched, including internet) and mobile networks, electricity cable systems to the extent that they are used for the purpose of transmitting signals, networks used for radio and television broadcasting, and cable television networks.

Financial Market Infrastructure means securities exchanges, central counterparty clearing houses, and central securities depositories.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative



Effective date of this Endorsement: 01-Sep-2023

This Endorsement is attached to and forms a part of Policy Number:

Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the "Underwriters"

INVOICE MANIPULATION COVERAGE

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The aggregate sublimit applicable to all loss under this endorsement is USD \$100,000.
2. The Retention applicable to each incident, event, or related incidents or events, giving rise to an obligation to pay loss under this endorsement shall be USD To Match Elected Retention.
3. **INSURING AGREEMENTS** is amended to include:

Invoice Manipulation

To indemnify the **Insured Organization** for **Direct Net Loss** resulting directly from the **Insured Organization's** inability to collect **Payment** for any goods, products or services after such goods, products or services have been transferred to a third party, as a result of **Invoice Manipulation** that the **Insured** first discovers during the **Policy Period**:

4. **DEFINITIONS** is amended to include:

Direct Net Loss means the direct net cost to the **Insured Organization** to provide goods, products or services to a third party. **Direct Net Loss** will not include any profit to the **Insured Organization** as a result of providing such goods, products or services.

Invoice Manipulation means the release or distribution of any fraudulent invoice or fraudulent payment instruction to a third party as a direct result of a **Security Breach** or a **Data Breach**.

Payment means currency, coins or bank notes in current use and having a face value.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Sep-2023

This Endorsement is attached to and forms a part of Policy Number:

Syndicate 2623/623 at Lloyd's, referred to in this endorsement as either the "Insurer" or the "Underwriters"

**POLICYHOLDER DISCLOSURE NOTICE OF
TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), insurance coverage provided by this Policy includes losses arising out of acts of terrorism, **as defined in Section 102(1) of the Act, as amended:** The term "act of terrorism" means any act that is 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 an air carrier or vessel 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. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES 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 THIS FORMULA, THE UNITED STATES PAYS 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 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 USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

The portion of your annual premium that is attributable to coverage for certified acts of terrorism as defined in the Terrorism Risk Insurance Act of 2002, as amended, is \$0.

(LMA 9184 amended)

Effective date of this Endorsement: 01-Sep-2023

This Endorsement is attached to and forms a part of Policy Number:

Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the "Underwriters"

REPUTATION LOSS

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Limit listed in the Declarations under **COVERAGE SCHEDULE** is amended to include:

Reputation Loss: USD To Match Elected Limit

2. Retention listed in the Declarations under **COVERAGE SCHEDULE** is amended to include:

Each incident giving rise to **Reputation Loss:** USD To Match Elected Retention

3. **INSURING AGREEMENTS** is amended by the addition of:

Reputation Loss

To indemnify the **Insured Organization** for **Reputation Loss** that the **Insured Organization** sustains solely as a result of an **Adverse Media Event** that occurs during the **Policy Period**, concerning:

1. a **Data Breach, Security Breach, or Extortion Threat** that the **Insured** first discovers during the **Policy Period**; or
2. if this policy is a **Renewal**, a **Data Breach, Security Breach, or Extortion Threat** that the **Insured** first discovers during the last 90 days of the prior policy period.

4. **DEFINITIONS** is amended to include:

Adverse Media Event means:

1. publication by a third party via any medium, including but not limited to television, print, radio, electronic, or digital form of previously non-public information specifically concerning a **Data Breach, Security Breach, or Extortion Threat**; or
2. notification of individuals pursuant to part 4. of the **Breach Response Services** definition.

Multiple **Adverse Media Events** arising from the same or a series of related, repeated or continuing **Data Breaches, Security Breaches, or Extortion Threats**, shall be considered a single **Adverse Media Event**, and shall be deemed to occur at the time of the first such **Adverse Media Event**.

Claims Preparation Costs means reasonable and necessary costs that the **Named Insured** incurs to contract with a third party to prepare a proof of loss demonstrating **Reputational Loss**.

Protection Period means the period beginning on the date the **Adverse Media Event** occurs, and ends after the earlier of:

1. 180 days; or
2. the date that gross revenues are restored to the level they would have been but for the **Adverse Media Event**.

Renewal means an insurance policy issued by the Underwriters to the **Named Insured** for the policy period immediately preceding this **Policy Period** that provides coverage for a **Data Breach, Security Breach, or Extortion Threat** otherwise covered under this Policy.

Reputation Loss means:

1. the net profit or loss before interest and tax that the **Insured Organization** would have earned during the **Protection Period** but for an **Adverse Media Event**; and
2. continuing normal operating expenses incurred by the **Insured Organization** (including payroll), but only to the extent that such operating expenses must necessarily continue during the **Protection Period**.

When calculating any **Reputation Loss**, due consideration will be given to any amounts made up during, or within a reasonable time after the end of, the **Protection Period**.

Reputation Loss will not mean and no coverage will be available under this endorsement for any of the following:

- (i) loss arising out of any liability to any third party;
- (ii) legal costs or legal expenses of any type;
- (iii) loss incurred as a result of unfavorable business conditions;
- (iv) loss of market or any other consequential loss;
- (v) **Breach Response Services**; or
- (vi) **Cyber Extortion Loss**;

There will be no coverage available under this endorsement if there is an actual interruption of the **Insured Organization's** business operations for any period of time.

5. **Limits of Liability** under **LIMIT OF LIABILITY AND COVERAGE** is amended to include:

Reputational Loss and **Claims Preparation Costs** covered under this Policy arising from an **Adverse Media Event** concerning any **Data Breach, Security Breach, or Extortion Threat** (including a series of related, repeated or continuing **Data Breaches, Security Breaches, or Extortion Threats**) first discovered during the last 90 days of the prior policy period, will be considered to have been noticed to the Underwriters during the prior policy period and will be subject to the **Policy Aggregate Limit of Liability** of the prior policy period. Under such circumstances, if the **Policy Aggregate Limit of Liability** of the prior policy period is exhausted due to payments made under the prior policy, the Underwriter's obligation to pay **Reputational Loss** or **Claims Preparation Costs** under this Policy shall be completely fulfilled and extinguished.

6. **Notice of Claim or Loss** under **GENERAL CONDITIONS** is amended to include:

With respect to **Reputation Loss**, the **Named Insured** must notify the Underwriters through the contacts listed for **Notice of Claim, Loss or Circumstance** in the Declarations as soon as practicable after discovery of the circumstance, incident or event giving rise to such loss.

All **Reputation Loss** must be reported, and all proofs of loss must be provided, to the Underwriters no later than four (4) months after the end of the **Protection Period**.

7. This Policy will cover up to USD 50,000 of **Claims Preparation Costs** in excess of the Retention stated in Section 2. of this endorsement.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Sep-2023

This Endorsement is attached to and forms a part of Policy Number:

Syndicate 2623/623 at Lloyd's. Referred to in this endorsement as either the "Insurer" or the "Underwriters"

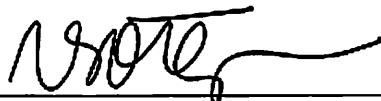
SANCTION LIMITATION AND EXCLUSION CLAUSE

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, law or regulations of the European Union, United Kingdom or United States of America.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Sep-2023

This Endorsement is attached to and forms a part of Policy Number:

Syndicate 2623/623 at Lloyd's, referred to in this endorsement as either the "Insurer" or the "Underwriters"

WAR AND CYBER WAR EXCLUSION

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. **EXCLUSIONS** is amended to include:

War and Cyber War

The coverage under this Policy will not apply to any **Loss** arising:

1. directly or indirectly out of **War**; or
2. from a **Cyber War**.

This exclusion applies notwithstanding anything to the contrary in this Policy or any appendix or endorsement added to this Policy.

2. For the purposes of this endorsement only:

Cyber War means any harmful act, conducted using a **Computer System** (or series of related, repeated or continuing harmful acts conducted using one or more **Computer System**), directed against one or more **Computer System** that is committed by, or at the direction or under the control of, a sovereign state, and which:

1. is conducted as part of a **War**; or
2. causes a major detrimental impact on:
 - (i) the functioning of another sovereign state due to disruption to the availability, delivery or integrity of any **Essential Service** in that other sovereign state; and/or
 - (ii) the security or defense of another sovereign state,

provided however that **Cyber War** shall not mean the direct or indirect effect of such harmful act(s) which causes a major detrimental impact on a sovereign state as described in parts 2.(i). and/or 2.(ii) above, on a **Computer System** operated by and either owned by or leased to the **Insured Organization** or operated by a **Dependent Business**, that is not physically located in a sovereign state which has suffered such major detrimental impact described in parts 2.(i). and/or 2.(ii) above.

Computer System means computers, any software residing on such computers, and any associated devices or equipment.

Essential Service means a service that is essential for the maintenance of vital functions of a sovereign state, including but not limited to financial institutions and associated financial market infrastructure, emergency services, health services, utility services and/or services that are essential for the maintenance of the food, energy and/or transportation sector.

War means the use of physical force by a sovereign state against another sovereign state (whether war be declared or not) or as part of a civil war, rebellion, revolution, insurrection and/or military or usurped power.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Sep-2023

This Endorsement is attached to and forms a part of Policy Number:

Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the "Underwriters"

AMEND DEFINITION OF FRAUDULENT INSTRUCTION

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the definition of **Fraudulent Instruction** is deleted in its entirety and replaced with the following:

Fraudulent Instruction means the transfer, payment or delivery of **Money** or **Securities** by an **Insured** as a result of fraudulent written, electronic, telegraphic, cable, teletype or telephone instructions provided by a third party, that is intended to mislead an **Insured** through the misrepresentation of a material fact which is relied upon in good faith by such **Insured**.

Fraudulent Instruction will not include loss arising out of:

1. any actual or alleged use of credit, debit, charge, access, convenience, customer identification or other cards;
2. any transfer involving a third party who is not a natural person **Insured**, but had authorized access to the **Insured's** authentication mechanism;
3. the processing of, or the failure to process, credit, check, debit, personal identification number debit, electronic benefit transfers or mobile payments for merchant accounts;
4. accounting or arithmetical errors or omissions, or the failure, malfunction, inadequacy or illegitimacy of any product or service;
5. any liability to any third party, or any indirect or consequential loss of any kind;
6. any legal costs or legal expenses; or
7. proving or establishing the existence of **Fraudulent Instruction**.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Sep-2023

This Endorsement is attached to and forms a part of Policy Number:

Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the "Underwriters"

AMEND NOTIFIED INDIVIDUALS THRESHOLD

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that part 4. of the definition of **Breach Response Services** is deleted and replaced with the following:

4. to notify those individuals whose **Personally Identifiable Information** was potentially impacted by a **Data Breach**;

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Sep-2023

This Endorsement is attached to and forms a part of Policy Number:

Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the "Underwriters"

AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The **Optional Extension Period** and **Optional Extension Premium** listed in the Declarations under **POLICY INFORMATION** are deleted in their entirety and replaced with the following:

Optional Extension Period:

12 Months

24 Months

36 Months

Optional Extension Premium:

75% of the Annual Policy Premium

100% of the Annual Policy Premium

150% of the Annual Policy Premium

2. The Data Recovery Costs insuring agreement is deleted in its entirety and replaced with the following:

Data Recovery Costs

Data Recovery Costs that the **Insured Organization** incurs as a direct result of a **Security Breach** or **System Failure** that the **Insured** first discovers during the **Policy Period**.

3. The definition of **Breach Response Services** is amended with the addition of the following:

8. other costs which are approved in advance by the Underwriters in their discretion.

4. The definition of **Claim** is deleted in its entirety and replaced with the following:

Claim means:

1. a written demand received by any **Insured** for money or services, or any non-monetary or injunctive relief, including the service of a suit or institution of arbitration proceedings;;
2. with respect to coverage provided under the Regulatory Defense & Penalties insuring agreement only, institution of a **Regulatory Proceeding** against any **Insured**;
3. with respect to coverage provided under part 1. of the Data & Network Liability insuring agreement only, a demand received by any **Insured** to fulfill the **Insured Organization's** contractual obligation to provide notice of a **Data Breach** pursuant to a **Breach Notice Law**; and

4. a written request or agreement to toll or waive a statute of limitations relating to a potential **Claim** described in part 1. above.

Multiple **Claims** arising from the same or a series of related, repeated or continuing acts, errors, omissions or events will be considered a single **Claim** for the purposes of this Policy. All such **Claims** will be deemed to have been made at the time of the first such **Claim**.

5. The definition of **Computer Systems** is deleted in its entirety and replaced by the following:

Computer Systems means computers, any software residing on such computers and any associated devices or equipment, including but not limited to wireless or mobile devices, data storage devices, networking equipment, and back up facilities:

1. operated by and either owned by or leased to the **Insured Organization**; or
2. with respect to coverage under the Breach Response and Liability insuring agreements:
 - a. operated by a third party pursuant to written contract with the **Insured Organization** and used for the purpose of providing hosted computer application services to the **Insured Organization** or for processing, maintaining, hosting or storing the **Insured Organization's** electronic data; or
 - b. operated by a director, officer, principal, partner, or employee of the **Insured Organization** in accordance with the terms and conditions of the **Insured Organization's** BYOD ("Bring Your Own Device") policy, provided such policy is in force at the time of any actual or reasonably suspected Data Breach or Security Breach.

6. The definition of **Data** is deleted in its entirety and replaced by the following:

Data means any software or electronic data that exists in **Computer Systems**.

7. Parts 2. and 3. of the definition of **Insured** are deleted in their entirety and replaced with the following:

2. any director, manager of a limited liability company or officer of the **Insured Organization**, but only with respect to the performance of his or her duties as such on behalf of the **Insured Organization**;
3. An employee (including a part time, temporary, leased or seasonal employee or volunteer), intern or **Individual Contractor** of the **Insured Organization**, but only for work done while acting within the scope of his or her employment and related to the conduct of the **Insured Organization's** business;

8. Part 2. of the definition of **Personally Identifiable Information** is deleted in its entirety and replaced with the following:

2. an individual's drivers license or state identification number, social security number, unpublished telephone number, biometric or other data pertaining to an individual, and credit, debit or other financial account numbers in combination with associated security codes, access codes, passwords or PINs; if such information allows an individual to be uniquely and reliably identified or contacted or allows access to the individual's financial account or medical record information

9. Part 2. of the definition of **Subsidiary** is deleted in its entirety and replaced with the following:
2. which the **Named Insured** acquires Management Control after the inception date of this Policy; provided that:
- (i) the revenues of such entity do not exceed 20% of the **Named Insured's** annual revenues; or
 - (ii) if the revenues of such entity exceed 20% of the **Named Insured's** annual revenues, then coverage under this Policy will be afforded for a period of 60 days, but only for any **Claim** that arises out of any act, error, omission, incident or event first occurring after the entity becomes so owned. Coverage beyond such 60 day period will only be available if the **Named Insured** gives the Underwriters written notice of the acquisition, obtains the written consent of Underwriters to extend coverage to the entity beyond such 60 day period and agrees to pay any additional premium required by Underwriters.
10. Part 2. of the **Trade Practices and Antitrust** exclusion is deleted in its entirety and replaced with the following:
2. coverage for a **Data Breach** or **Security Breach**, provided no member of the **Control Group** knowingly participated or colluded in such **Data Breach** or **Security Breach**;
11. The **Racketeering, Benefit Plans, Employment Liability & Discrimination** exclusion is deleted in its entirety and replaced with the following:

Racketeering, Benefit Plans, Employment Liability & Discrimination

- 1. any actual or alleged violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced and Corrupt Organizations Act or RICO), as amended;
- 2. any actual or alleged acts, errors or omissions related to any of the **Insured Organization's** pension, healthcare, welfare, profit sharing, mutual or investment plans, funds or trusts;
- 3. any employer-employee relations, policies, practices, acts or omissions, or any actual or alleged refusal to employ any person, or misconduct with respect to employees; or
- 4. any actual or alleged discrimination;

but this exclusion will not apply to coverage under the Breach Response insuring agreement or parts 1., 2. or 3. of the Data & Network Liability insuring agreement that results from a **Data Breach**; provided no member of the **Control Group** knowingly participated or colluded in such **Data Breach**;

12. The **Sale or Ownership of Securities & Violation of Securities Laws** exclusion is deleted in its entirety and replaced with the following:

Sale or Ownership of Securities & Violation of Securities Laws

- 1. the ownership, sale or purchase of, or the offer to sell or purchase stock or other securities; or
- 2. an actual or alleged violation of a securities law or regulation;

but part 2. of this exclusion will not apply to **Loss** under the Breach Response insuring agreement or parts 1., 2. or 3. of the Data & Network Liability insuring agreement that results directly from a **Data Breach**; provided no member of the **Control Group** participated or colluded in such **Data Breach**;

13. The **Criminal, Intentional or Fraudulent Acts** exclusion is deleted in its entirety and replaced with the following:

Criminal, Intentional or Fraudulent Acts

any criminal, dishonest, fraudulent, or malicious act or omission, or intentional or knowing violation of the law, if committed by an **Insured**, or by others if the **Insured** colluded or participated in any such conduct or activity; but this exclusion will not apply to:

1. **Claims Expenses** incurred in defending any **Claim** alleging the foregoing until there is a final non-appealable adjudication establishing such conduct; or
2. with respect to a natural person **Insured**, if such **Insured** did not personally commit, participate in or know about any act, error, omission, incident or event giving rise to such **Claim** or **Loss**.

For purposes of this exclusion, only acts, errors, omissions or knowledge of a member of the **Control Group** will be imputed to the **Insured Organization**; provided however that any acts, errors, or omissions committed by any person who previously qualified as a **Control Group** member, but who is no longer performing any duties on behalf of the **Insured Organization** when such act, error, or omission occurred, will not be imputed to the **Insured Organization**.

14. Part 2. of the **Other Insureds & Related Entities** exclusion is deleted in its entirety and replaced with the following:

2. any business enterprise in which any member of the **Control Group** has greater than 15% ownership interest, or made by any parent company or other entity which owns more than 15% of the **Named Insured**.

15. **Notice of Claim or Loss** under **GENERAL CONDITIONS** is deleted in its entirety and replaced with the following:

Notice of Claim or Loss

The **Insured** must notify the Underwriters of any **Claim** as soon as practicable upon knowledge of the **Control Group**, but in no event later than: (i) 90 days after the end of the **Policy Period**; or (ii) the end of the Optional Extension Period (if applicable). Notice must be provided through the contacts listed for Notice of Claim, Loss or Circumstance in the Declarations.

With respect to **Breach Response Services**, the **Insured** must notify the Underwriters of any actual or reasonably suspected **Data Breach** or **Security Breach** as soon as practicable after discovery by the **Control Group**, but in no event later than 90 days after the end of the **Policy Period**. Notice must be provided to the **Breach Response Services Team** listed in the Declarations. Notice of an actual or reasonably suspected **Data Breach** or **Security Breach** in conformance with this paragraph will also constitute notice of a circumstance that could reasonably be the basis for a **Claim**.

With respect to **Cyber Extortion Loss**, the **Named Insured** must notify the Underwriters via the email address listed in the Notice of Claim, Loss or Circumstance in the Declarations as soon as practicable after discovery of an **Extortion Threat** but no later than 90 days after the end of the **Policy Period**. The **Named Insured** must obtain the Underwriters' consent prior to incurring **Cyber Extortion Loss**.

With respect to **Data Recovery Costs, Business Interruption Loss** and **Dependent Business Loss** the **Named Insured** must notify the Underwriters through the contacts for Notice of Claim, Loss or Circumstance in the Declarations as soon as practicable after discovery of the circumstance, incident or event giving rise to such loss. The **Named Insured** will provide the Underwriters a proof of **Data Recovery Costs, Business Interruption Loss** and **Dependent Business Loss**, and this Policy will cover the reasonable and necessary costs, not to exceed USD 50,000, that the **Named Insured** incurs to contract with a third party to prepare such proof. All loss described in this paragraph must be reported, and all proofs of loss must be provided, to the Underwriters no later than 6 months after the end of the **Policy Period**.

The **Named Insured** must notify the Underwriters of any loss covered under the eCrime insuring agreement as soon as practicable, but in no event later than 90 days after the end of the **Policy Period**. Notice must be provided through the contacts listed for **Notice of Claim, Loss or Circumstance** in the Declarations.

Any **Claim** arising out of a **Loss** that is covered under the Breach Response, First Party Loss or eCrime insuring agreements and that is reported to the Underwriters in conformance with the foregoing will be considered to have been made during the **Policy Period**.

16. **Notice of Circumstance** under **GENERAL CONDITIONS** is amended by the addition of following:

Notwithstanding anything under **Notice of Circumstance** to the contrary, if any law enforcement authority expressly prevents the **Insured** from disclosing to the Underwriters specific information concerning an incident (or reasonably suspected incident) described in parts 1. and 2. of the Data & Network Liability insuring agreement, the notice obligations under **Notice of Circumstance** shall be waived, provided the **Insured**:

1. requests permission to share information regarding such incident or reasonably suspected incident with the Underwriters as soon as practicable after receiving such direction from law enforcement authority and is prevented from doing so;
2. withholds only that portion of information it has been restricted from disclosing to the Underwriters, meaning further that the Insured shall notify the Underwriters of an incident or reasonably suspected incident even if any information relating to such notice is unable to be shared with the Underwriters; and
3. the Insured provides notice as required under Notice of Circumstance as soon as legally possible after law enforcement authority permits.

In all instances, the **Insured** must provide notice no later than one hundred-eighty (180) days after the **Policy Period**, and unless such incident or suspected incident is reported in accordance with the obligations under **Notice of Circumstance**, there shall be no coverage in connection with such incident or suspected incident.

17. **Settlement of Claims** under **GENERAL CONDITIONS** is deleted in its entirety and replaced with the following:

Settlement of Claims

If the **Insured** refuses to consent to any settlement recommended by the Underwriters and acceptable to the claimant, the Underwriters' liability for such **Claim** will not exceed:

1. the amount for which the **Claim** could have been settled, less the remaining Retention, plus the **Claims Expenses** incurred up to the time of such refusal; plus
2. eighty percent (80%) of any **Claims Expenses** incurred after the date such settlement or compromise was recommended to the **Insured** plus eighty percent (80%) of any **Damages, Penalties and PCI Fines, Expenses and Costs** above the amount for which the **Claim** could have been settled;

and the Underwriters will have the right to withdraw from the further defense of such **Claim**.

The **Insured** may settle any **Claim** where the **Damages, Penalties, PCI Fines, Expenses and Costs** and **Claims Expenses** do not exceed the Retention, provided that the entire **Claim** is resolved and the **Insured** obtains a full release on behalf of all **Insureds** from all claimants.

18. **Other Insurance** under **GENERAL CONDITIONS** is deleted in its entirety and replaced with the following:

Other Insurance

The insurance under this Policy shall apply in excess of any other valid and collectible insurance available to any **Insured** unless such other insurance is written only as specific excess insurance over this Policy; provided that this Policy shall be primary solely with respect to **Breach Response Services, Cyber Extortion Loss and Data Recovery Costs** covered under the Breach Response and First Party Loss insuring agreements.

The existence of other insurance available to an **Insured** shall not affect the Underwriters' obligations toward an **Insured** in paying **Loss** covered under this Policy nor shall it delay payment of such **Loss**.

19. **Cancellation** under **GENERAL CONDITIONS** is deleted in its entirety and replaced with the following:

Cancellation

This Policy may not be cancelled by any **Insured** or the Underwriters, except for non-payment of premium.

This Policy may be cancelled by the Underwriters due to non-payment of premium by mailing to the **Named Insured** at the address listed in the Declarations written notice stating when such cancellation will be effective. Such date of cancellation will not be less than 10 days after the date of notice.

20. **Representation by the Insured** under **GENERAL CONDITIONS** is deleted in its entirety and replaced with the following:

All **Insureds** agree that the statements contained in the information and materials provided to the Underwriters in connection with the underwriting and issuance of this Policy are true, accurate and are not misleading, and that the Underwriters issued this Policy, and assume the risks hereunder, in reliance upon the truth thereof; provided, that (i) the knowledge of any natural person **Insured** shall not be imputed to any other natural person **Insured**, and (ii) only the knowledge of the **Control Group** shall be imputed to the **Insured Organization**.

21. **GENERAL CONDITIONS** is amended by the addition of the following:

Territory

This Insurance applies to **Claims** made, acts committed, or **Loss** occurring anywhere in the world.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Sep-2023

This Endorsement is attached to and forms a part of Policy Number:

Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the "Underwriters"

CATASTROPHIC FIRST PARTY LOSS AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. The following sections are added to the **COVERAGE SCHEDULE** in the Declarations:

Catastrophic First Party Loss Aggregate Limit of Liability:	50% of the Policy Aggregate Limit of Liability
Catastrophic First Party Loss Sub-Limits:	
Business Interruption Loss:	
<i>Resulting from Security Breach:</i>	50% of applicable limit of liability set forth in the First Party Loss section
<i>Resulting from System Failure:</i>	50% of applicable limit of liability set forth in the First Party Loss section
Dependent Business Loss:	
<i>Resulting from Dependent Security Breach:</i>	50% of applicable limit of liability set forth in the First Party Loss section
<i>Resulting from Dependent System Failure:</i>	50% of applicable limit of liability set forth in the First Party Loss section
Cyber Extortion Loss:	50% of applicable limit of liability set forth in the First Party Loss section
Data Recovery Loss:	50% of applicable limit of liability set forth in the First Party Loss section

2. **LIMIT OF LIABILITY AND COVERAGE** is amended to include:

Catastrophic First Party Loss Limits

All **Business Interruption Loss, Dependent Business Loss, Cyber Extortion Loss, and/or Data Recovery Costs** that the **Insured Organization** sustains or incurs as a result of a **Catastrophic Cyber Event** will be subject to the applicable sub-limits of liability set forth in the

Catastrophic First Party Loss Sub-Limits section of the **COVERAGE SCHEDULE** in the Declarations. Such sub-limits are in the aggregate, and are part of, and not in addition to, the applicable limits of liability set forth in the First Party Loss section of the **COVERAGE SCHEDULE** in the Declarations.

Provided however that the Underwriter's combined total limit of liability for all **Business Interruption Loss, Dependent Business Loss, Cyber Extortion Loss, and/or Data Recovery Costs** that the **Insured Organization** sustains or incurs as a result of a **Catastrophic Cyber Event** will be the Catastrophic First Party Loss Aggregate Limit of Liability set forth in the **COVERAGE SCHEDULE** in the Declarations. Such limit shall be part of, and not in addition to, the **Policy Aggregate Limit of Liability**.

All **Business Interruption Loss, Dependent Business Loss, Cyber Extortion Loss, and/or Data Recovery Costs** that the **Insured Organization** sustains or incurs that is not as a result of a **Catastrophic Cyber Event** will remain subject to the limits of liability set forth in the First Party Loss section of the **COVERAGE SCHEDULE** in the Declarations.

3. **DEFINITIONS** is amended to include:

Affiliate means any entity directly or indirectly controlled by, or under common control with, a **Scheduled Cloud Service Provider** (or any successor of such entity).

Application Program means any computer software program that performs a particular function or task within the **Computer Operating System** for the end-user, including but not limited to database programs, web browsers, enterprise software, word processors, graphics software and media players.

Catastrophic Cyber Event means any **Security Breach, System Failure, Dependent Security Breach, Dependent System Failure or Extortion Threat** arising out of a **Cloud Services Provider Event or Operating System Event**.

Cloud Services Provider Event means a single partial or complete failure, interruption or malfunction of (or series of related, repeated or continuing partial or complete failures, interruptions or malfunctions of) cloud services provided by a **Scheduled Cloud Service Provider** that exceeds 72 consecutive hours.

Computer Operating System means computer system software that manages or administers computer hardware, software resources, or provides common services to run an **Application Program**. For the avoidance of doubt, **Computer Operating System** shall not mean **Application Program**.

Essential Service means a service that is essential for the maintenance of vital functions of a sovereign state, including but not limited to financial institutions and associated financial market infrastructure, emergency services, health services, utility services and/or services that are essential for the maintenance of the food, energy and/or transportation sector.

Operating System Event means a single act of exploitation of (or series of related, repeated or continuing acts of exploitation of) software vulnerabilities in a **Computer Operating System**, including but not limited to ransomware, wiper malware, computer worms, and computer viruses, which causes a major detrimental impact on the functioning of a sovereign state due to disruption of the availability, delivery, or integrity of any **Essential Service** in that sovereign state.

Scheduled Cloud Service Provider means Amazon Web Services, Inc., Microsoft Corporation, Google LLC, or International Business Machines Corporation (or any successor of any of the foregoing) and any **Affiliate** of any of the foregoing that provides cloud services.

4. **GENERAL CONDITIONS** is amended to include:

FIRST PARTY LOSS ADJUSTMENT

The Underwriters may rely on any available evidence which is reasonable in determining whether any **Business Interruption Loss, Dependent Business Interruption Loss, Cyber Extortion Loss** and/or **Data Recovery Costs** arises from a **Catastrophic Cyber Event** or not. Such available evidence may include information from governments, computer forensics experts, or any other credible sources as to the nature, circumstances, or causes of the event. The Underwriters may also rely on available evidence gathered from any proof of loss provided by the **Named Insured**.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Sep-2023

This Endorsement is attached to and forms a part of Policy Number:

Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the "Underwriters"

GDPR CYBER ENDORSEMENT

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the Data & Network Liability insuring agreement is amended to include:

5. non-compliance with the following obligations under the EU General Data Protection Regulation (or legislation in the relevant jurisdiction implementing this Regulation):
 - (a) Article 5.1(f), also known as the Security Principle;
 - (b) Article 32, Security of Processing;
 - (c) Article 33, Communication of a Personal Data Breach to the Supervisory Authority; or
 - (d) Article 34, Communication of a Personal Data Breach to the Data Subject.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Sep-2023

This Endorsement is attached to and forms a part of Policy Number:

Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the "Underwriters"

POST BREACH REMEDIAL SERVICES ENDORSEMENT

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that, following a covered **Data Breach** or **Security Breach** involving the actual **Unauthorized Access or Use** of the **Insured Organization's Computer Systems**, the **Insured Organization** is eligible to receive **Post Breach Remedial Services**.

Post Breach Remedial Services means up to 100 hours per **Policy Period** of post-breach computer security consultation and remedial services to be provided by Lodestone Security ("Lodestone"). Such services will be provided at the **Insured Organization's** request as per the description of services attached to this endorsement. **Post Breach Remedial Services** will be considered **Breach Response Services**, and will be available in response to incidents in which forensic services and costs covered under parts 2. and 3. of the definition of **Breach Response Services** have been provided, subject to the applicable Retention. **Post Breach Remedial Services** will not include any costs to purchase or upgrade any hardware or software.

To access **Post Breach Remedial Services**, the **Insured Organization** must:

1. notify the Underwriters that they desire to receive such services; and
2. enter into an engagement agreement with Lodestone to receive such services,

within sixty (60) days following a determination of the actual **Unauthorized Access or Use** of the **Insured Organization's Computer Systems**.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Sep-2023

This Endorsement is attached to and forms a part of Policy Number:

Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the "Underwriters"

STATE CONSUMER PRIVACY STATUTES ENDORSEMENT

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The Policy is amended to include the following insuring agreement:

State Consumer Privacy Statutes

To pay **Penalties and Claims Expenses** which the **Insured** is legally obligated to pay because of any **Regulatory Proceeding** first made against any **Insured** during the **Policy Period** for a violation of the California Consumer Privacy Act or any similar state statutes or state regulations specifically governing the **Insured Organization's** collection, use, disclosure, sale, processing, profiling, acquisition, sharing, maintenance, retention or storage of or provision of access to personal information or personal data as defined under the California Consumer Privacy Act or similar state statutes or state regulations.

2. The definition of **Claim** is amended to include institution of a **Regulatory Proceeding** against any **Insured** under the State Consumer Privacy Statutes insuring agreement for a violation of the California Consumer Privacy Act or any similar state statutes or state regulations specifically governing the **Insured Organization's** collection, use, disclosure, sale, processing, profiling, acquisition, sharing, maintenance, retention or storage of or provision of access to personal information or personal data as defined under the California Consumer Privacy Act or similar state statutes or state regulations.
3. The **Governmental Actions** exclusion and part 1. of the **Gathering or Distribution of Information** exclusion will not apply to the State Consumer Privacy Statutes insuring agreement.
4. Solely with respect to the State Consumer Privacy Statutes insuring agreement, the **Trade Practices and Antitrust** exclusion is deleted in its entirety and replaced with the following:


Trade Practices

any actual or alleged false, deceptive or unfair trade practices or unfair competition; but this exclusion will not apply to coverage under the State Consumer Privacy Statutes insuring agreement, provided no member of the **Control Group** participated in or colluded in the activities or incidents giving rise to coverage under such insuring agreement;

Antitrust

any actual or alleged antitrust violation, restraint of trade, false, deceptive or misleading advertising or violation of the Sherman Antitrust Act, the Clayton Act, or the Robinson-Patman Act;

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

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Effective date of this Endorsement: 01-Sep-2023

This Endorsement is attached to and forms a part of Policy Number:

Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the "Underwriters"

VOLUNTARY SHUTDOWN COVERAGE

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the definition of **Security Breach** is deleted in its entirety and replaced with the following:

Security Breach means:

1. A failure of computer security to prevent:
 - (i) **Unauthorized Access or Use of Computer Systems**, including **Unauthorized Access or Use** resulting from the theft of a password from a **Computer System** or from any **Insured**;
 - (ii) a denial of service attack affecting **Computer Systems**;
 - (iii) with respect to coverage under the Liability insuring agreements, a denial of service attack affecting **Computer Systems** that are not owned, operated or controlled by an **Insured**; or
 - (iv) infection of **Computer Systems** by malicious code or transmission of malicious code from **Computer Systems**; or
2. Solely with respect to the **Business Interruption Loss** insuring agreement:
 - (i) the voluntary and intentional shutdown of **Computer Systems** by the **Insured Organization**, but only to the extent necessary to limit the **Loss** during an active or on-going **Unauthorized Access or Use of Computer Systems** or infection of **Computer Systems** by malicious code, as covered by 1.(i) or 1.(iv) above.
 - (ii) the intentional shutdown of **Computer Systems** by the **Insured Organization** as expressly required by any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity resulting from a situation described in 1.(i) or 1.(iv) above.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Sep-2023

This Endorsement is attached to and forms a part of Policy Number:

Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the "Underwriters"

AMEND DATA RECOVERY COSTS

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the Data Recovery Costs insuring agreement is deleted in its entirety and replaced with the following:

Data Recovery Costs

Data Recovery Costs that the **Insured Organization** incurs as a direct result of a **Security Breach** or **System Failure** that the **Insured** first discovers during the **Policy Period**.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Sep-2023

This Endorsement is attached to and forms a part of Policy Number:

Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the "Underwriters"

AMEND DEFINITION OF DATA

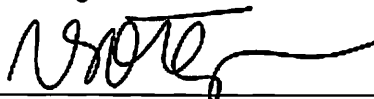
This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged, it is hereby understood and agreed that the definition of **Data** is deleted in its entirety and replaced with the following:

Data means any software or electronic data that exists in **Computer Systems**.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

BEAZLEY BREACH RESPONSE

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BEAZLEY BREACH RESPONSE

THIS POLICY'S LIABILITY INSURING AGREEMENTS PROVIDE COVERAGE ON A CLAIMS MADE AND REPORTED BASIS AND APPLY ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR THE OPTIONAL EXTENSION PERIOD (IF APPLICABLE) AND REPORTED TO THE UNDERWRITERS IN ACCORDANCE WITH THE TERMS OF THIS POLICY. AMOUNTS INCURRED AS CLAIMS EXPENSES UNDER THIS POLICY WILL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO RETENTIONS.

Please refer to the Declarations, which show the insuring agreements that the **Named Insured** purchased. If an insuring agreement has not been purchased, coverage under that insuring agreement of this Policy will not apply.

The Underwriters agree with the **Named Insured**, in consideration of the payment of the premium and reliance upon the statements contained in the information and materials provided to the Underwriters in connection with the underwriting and issuance of this Insurance Policy (hereinafter referred to as the "Policy") and subject to all the provisions, terms and conditions of this Policy:

INSURING AGREEMENTS

Breach Response

To provide **Breach Response Services** to the **Insured Organization** because of an actual or reasonably suspected **Data Breach** or **Security Breach** that the **Insured** first discovers during the **Policy Period**.

First Party Loss

To indemnify the **Insured Organization** for:

Business Interruption Loss

Business Interruption Loss that the **Insured Organization** sustains as a result of a **Security Breach** or **System Failure** that the **Insured** first discovers during the **Policy Period**.

Dependent Business Interruption Loss

Dependent Business Loss that the **Insured Organization** sustains as a result of a **Dependent Security Breach** or a **Dependent System Failure** that the **Insured** first discovers during the **Policy Period**.

Cyber Extortion Loss

Cyber Extortion Loss that the **Insured Organization** incurs as a result of an **Extortion Threat** first made against the **Insured Organization** during the **Policy Period**.

Data Recovery Costs

Data Recovery Costs that the **Insured Organization** incurs as a direct result of a **Security Breach** that the **Insured** first discovers during the **Policy Period**.

Liability

Data & Network Liability

To pay **Damages** and **Claims Expenses**, which the **Insured** is legally obligated to pay because of any **Claim** first made against any **Insured** during the **Policy Period** for:

1. a **Data Breach**;
2. a **Security Breach**;
3. the **Insured Organization's** failure to timely disclose a **Data Breach** or **Security Breach**;
4. failure by the **Insured** to comply with that part of a **Privacy Policy** that specifically:
 - (a) prohibits or restricts the **Insured Organization's** disclosure, sharing or selling of **Personally Identifiable Information**;
 - (b) requires the **Insured Organization** to provide an individual access to **Personally Identifiable Information** or to correct incomplete or inaccurate **Personally Identifiable Information** after a request is made; or
 - (c) mandates procedures and requirements to prevent the loss of **Personally Identifiable Information**;

provided the **Insured Organization** has in force, at the time of such failure, a **Privacy Policy** that addresses those subsections above that are relevant to such **Claim**.

Regulatory Defense & Penalties

To pay **Penalties** and **Claims Expenses**, which the **Insured** is legally obligated to pay because of a **Regulatory Proceeding** first made against any **Insured** during the **Policy Period** for a **Data Breach** or a **Security Breach**.

Payment Card Liabilities & Costs

To indemnify the **Insured Organization** for **PCI Fines, Expenses and Costs** which it is legally obligated to pay because of a **Claim** first made against any **Insured** during the **Policy Period**.

Media Liability

To pay **Damages** and **Claims Expenses**, which the **Insured** is legally obligated to pay because of any **Claim** first made against any **Insured** during the **Policy Period** for **Media Liability**.

eCrime

To indemnify the **Insured Organization** for any direct financial loss sustained resulting from:

1. **Fraudulent Instruction**;

2. **Funds Transfer Fraud**; or

3. **Telephone Fraud**;

that the **Insured** first discovers during the **Policy Period**.

Criminal Reward

To indemnify the **Insured Organization** for **Criminal Reward Funds**.

DEFINITIONS

Additional Insured means any person or entity that the **Insured Organization** has agreed in writing to add as an **Additional Insured** under this Policy prior to the commission of any act for which such person or entity would be provided coverage under this Policy, but only to the extent the **Insured Organization** would have been liable and coverage would have been afforded under the terms and conditions of this Policy had such **Claim** been made against the **Insured Organization**.

Breach Notice Law means any statute or regulation that requires notice to persons whose personal information was accessed or reasonably may have been accessed by an unauthorized person. **Breach Notice Law** also includes any statute or regulation requiring notice of a **Data Breach** to be provided to governmental or regulatory authorities.

Breach Response Services means the following fees and costs in response to an actual or reasonably suspected **Data Breach** or **Security Breach**:

1. for an attorney to provide necessary legal advice to the **Insured Organization** to evaluate its obligations pursuant to **Breach Notice Laws** or a **Merchant Services Agreement** and in connection with providing the **Breach Response Services** described below;
2. for a computer security expert to determine the existence, cause and scope of an actual or reasonably suspected **Data Breach**, and if such **Data Breach** is actively in progress on the **Insured Organization's Computer Systems**, to assist in containing it;
3. for a PCI Forensic Investigator to investigate the existence and extent of an actual or reasonably suspected **Data Breach** involving payment card data and for a Qualified Security Assessor to certify and assist in attesting to the **Insured Organization's** PCI compliance, as required by a **Merchant Services Agreement**;
4. to notify those individuals whose **Personally Identifiable Information** was potentially impacted by a **Data Breach** exceeding the **Notified Individuals Threshold**;
5. to provide a call center to respond to inquiries about a **Data Breach** that exceeds the **Notified Individuals Threshold**;
6. to provide a credit monitoring, identity monitoring or other solution listed in the Information Packet to individuals whose **Personally Identifiable Information** was potentially impacted by a **Data Breach** exceeding the **Notified Individuals Threshold**; and

7. public relations and crisis management costs directly related to mitigating harm to the **Insured Organization** which are approved in advance by the Underwriters in their discretion.

Breach Response Services will be provided by providers listed in the Information Packet, will be subject to the terms and conditions of this Policy and the Information Packet, and will not include any internal salary or overhead expenses of the **Insured Organization**. **Breach Response Services** also includes assistance from the BBR Services Team and access to **Education and Loss Prevention Tools**.

Business Interruption Loss means:

1. **Income Loss**;
2. **Forensic Expenses**; and
3. **Extra Expense**;

actually sustained during the **Period of Restoration** as a result of the actual interruption of the **Insured Organization's** business operations caused by a **Security Breach** or **System Failure**. Coverage for **Business Interruption Loss** will apply only after the **Waiting Period** has elapsed.

Business Interruption Loss will not include (i) loss arising out of any liability to any third party; (ii) legal costs or legal expenses; (iii) loss incurred as a result of unfavorable business conditions; (iv) loss of market or any other consequential loss; (v) **Dependent Business Loss**; or (vi) **Data Recovery Costs**.

Claim means:

1. a written demand received by any **Insured** for money or services;
2. with respect to coverage provided under the Regulatory Defense & Penalties insuring agreement only, institution of a **Regulatory Proceeding** against any **Insured**; and
3. with respect to coverage provided under part 1. of the Data & Network Liability insuring agreement only, a demand received by any **Insured** to fulfill the **Insured Organization's** contractual obligation to provide notice of a **Data Breach** pursuant to a **Breach Notice Law**;

Multiple **Claims** arising from the same or a series of related, repeated or continuing acts, errors, omissions or events will be considered a single **Claim** for the purposes of this Policy. All such **Claims** will be deemed to have been made at the time of the first such **Claim**.

Claims Expenses means:

1. all reasonable and necessary legal costs and expenses resulting from the investigation, defense and appeal of a **Claim**, if incurred by the Underwriters, or by the **Insured** with the prior written consent of the Underwriters; and
2. the premium cost for appeal bonds for covered judgments or bonds to release property used to secure a legal obligation, if required in any **Claim** against an **Insured**; provided the Underwriters will have no obligation to appeal or to obtain bonds.

Claims Expenses will not include any salary, overhead, or other charges by the **Insured** for any time spent in cooperating in the defense and investigation of any **Claim** or circumstance that might lead to a **Claim** notified under this Policy, or costs to comply with any regulatory orders, settlements or judgments.

Computer Systems means computers, any software residing on such computers and any associated devices or equipment:

1. operated by and either owned by or leased to the **Insured Organization**; or
2. with respect to coverage under the Breach Response and Liability insuring agreements, operated by a third party pursuant to written contract with the **Insured Organization** and used for the purpose of providing hosted computer application services to the **Insured Organization** or for processing, maintaining, hosting or storing the **Insured Organization's** electronic data.

Continuity Date means:

1. the Continuity Date listed in the Declarations; and
2. with respect to any **Subsidiaries** acquired after the Continuity Date listed in the Declarations, the date the **Named Insured** acquired such **Subsidiary**.

Control Group means any principal, partner, corporate officer, director, general counsel (or most senior legal counsel) or risk manager of the **Insured Organization** and any individual in a substantially similar position.

Criminal Reward Funds means any amount offered and paid by the **Insured Organization** with the Underwriters' prior written consent for information that leads to the arrest and conviction of any individual(s) committing or trying to commit any illegal act related to any coverage under this Policy; but will not include any amount based upon information provided by the **Insured**, the **Insured's** auditors or any individual hired or retained to investigate the illegal acts. All **Criminal Reward Funds** offered pursuant to this Policy must expire no later than 6 months following the end of the **Policy Period**.

Cyber Extortion Loss means:

1. any **Extortion Payment** that has been made by or on behalf of the **Insured Organization** with the Underwriters' prior written consent to prevent or terminate an **Extortion Threat**; and
2. reasonable and necessary expenses incurred by the **Insured Organization** with the Underwriters' prior written consent to prevent or respond to an **Extortion Threat**.

Damages means a monetary judgment, award or settlement, including any award of prejudgment or post-judgment interest; but **Damages** will not include:

1. future profits, restitution, disgorgement of unjust enrichment or profits by an **Insured**, or the costs of complying with orders granting injunctive or equitable relief;
2. return or offset of fees, charges or commissions charged by or owed to an **Insured** for goods or services already provided or contracted to be provided;
3. taxes or loss of tax benefits;
4. fines, sanctions or penalties;

5. punitive or exemplary damages or any damages which are a multiple of compensatory damages, unless insurable by law in any applicable venue that most favors coverage for such punitive, exemplary or multiple damages;
6. discounts, coupons, prizes, awards or other incentives offered to the **Insured's** customers or clients;
7. liquidated damages, but only to the extent that such damages exceed the amount for which the **Insured** would have been liable in the absence of such liquidated damages agreement;
8. fines, costs or other amounts an **Insured** is responsible to pay under a **Merchant Services Agreement**; or
9. any amounts for which the **Insured** is not liable, or for which there is no legal recourse against the **Insured**.

Data means any software or electronic data that exists in **Computer Systems** and that is subject to regular back-up procedures.

Data Breach means the theft, loss, or **Unauthorized Disclosure** of **Personally Identifiable Information** or **Third Party Information** that is in the care, custody or control of the **Insured Organization** or a third party for whose theft, loss or **Unauthorized Disclosure** of **Personally Identifiable Information** or **Third Party Information** the **Insured Organization** is liable.

Data Recovery Costs means the reasonable and necessary costs incurred by the **Insured Organization** to regain access to, replace, or restore **Data**, or if **Data** cannot reasonably be accessed, replaced, or restored, then the reasonable and necessary costs incurred by the **Insured Organization** to reach this determination.

Data Recovery Costs will not include: (i) the monetary value of profits, royalties, or lost market share related to **Data**, including but not limited to trade secrets or other proprietary information or any other amount pertaining to the value of **Data**; (ii) legal costs or legal expenses; (iii) loss arising out of any liability to any third party; or (iv) **Cyber Extortion Loss**.

Dependent Business means any entity that is not a part of the **Insured Organization** but which provides necessary products or services to the **Insured Organization** pursuant to a written contract.

Dependent Business Loss means:

1. **Income Loss**; and
2. **Extra Expense**;

actually sustained during the **Period of Restoration** as a result of an actual interruption of the **Insured Organization's** business operations caused by a **Dependent Security Breach** or **Dependent System Failure**. Coverage for **Dependent Business Loss** will apply only after the **Waiting Period** has elapsed.

Dependent Business Loss will not include (i) loss arising out of any liability to any third party; (ii) legal costs or legal expenses; (iii) loss incurred as a result of unfavorable business conditions; (iv) loss of market or any other consequential loss; (v) **Business Interruption Loss**; or (vi) **Data Recovery Costs**.

Dependent Security Breach means a failure of computer security to prevent a breach of computer systems operated by a **Dependent Business**.

Dependent System Failure means an unintentional and unplanned interruption of computer systems operated by a **Dependent Business**.

Dependent System Failure will not include any interruption of computer systems resulting from (i) a **Dependent Security Breach**, or (ii) the interruption of computer systems that are not operated by a **Dependent Business**.

Digital Currency means a type of digital currency that:

1. requires cryptographic techniques to regulate the generation of units of currency and verify the transfer thereof;
2. is both stored and transferred electronically; and
3. operates independently of a central bank or other central authority.

Education and Loss Prevention Tools means information and services made available by the Underwriters from time to time and includes access to beazleybreacholutions.com, a dedicated portal through which **Insureds** can access news and information regarding breach response planning, data and network security threats, best practices in protecting data and networks, offers from third party service providers, and related information, tools and services. **Insureds** will also have access to communications addressing timely topics in data security, loss prevention and other areas.

Extortion Payment means **Money**, **Digital Currency**, marketable goods or services demanded to prevent or terminate an **Extortion Threat**.

Extortion Threat means a threat to:

1. alter, destroy, damage, delete or corrupt **Data**;
2. perpetrate the **Unauthorized Access or Use of Computer Systems**;
3. prevent access to **Computer Systems** or **Data**;
4. steal, misuse or publicly disclose **Data**, **Personally Identifiable Information** or **Third Party Information**;
5. introduce malicious code into **Computer Systems** or to third party computer systems from **Computer Systems**; or
6. interrupt or suspend **Computer Systems**;

unless an **Extortion Payment** is received from or on behalf of the **Insured Organization**.

Extra Expense means reasonable and necessary expenses incurred by the **Insured Organization** during the **Period of Restoration** to minimize, reduce or avoid **Income Loss**, over and above those expenses the **Insured Organization** would have incurred had no **Security Breach**, **System Failure**, **Dependent Security Breach** or **Dependent System Failure** occurred.

Financial Institution means a bank, credit union, saving and loan association, trust company or other licensed financial service, securities broker-dealer, mutual fund, or liquid assets fund or similar investment company where the **Insured Organization** maintains a bank account.

Forensic Expenses means reasonable and necessary expenses incurred by the **Insured Organization** to investigate the source or cause of a **Business Interruption Loss**.

Fraudulent Instruction means the transfer, payment or delivery of **Money** or **Securities** by an **Insured** as a result of fraudulent written, electronic, telegraphic, cable, teletype or telephone instructions provided by a third party, that is intended to mislead an **Insured** through the misrepresentation of a material fact which is relied upon in good faith by such **Insured**.

Fraudulent Instruction will not include loss arising out of:

1. fraudulent instructions received by the **Insured** which are not first authenticated via a method other than the original means of request to verify the authenticity or validity of the request;
2. any actual or alleged use of credit, debit, charge, access, convenience, customer identification or other cards;
3. any transfer involving a third party who is not a natural person **Insured**, but had authorized access to the **Insured's** authentication mechanism;
4. the processing of, or the failure to process, credit, check, debit, personal identification number debit, electronic benefit transfers or mobile payments for merchant accounts;
5. accounting or arithmetical errors or omissions, or the failure, malfunction, inadequacy or illegitimacy of any product or service;
6. any liability to any third party, or any indirect or consequential loss of any kind;
7. any legal costs or legal expenses; or
8. proving or establishing the existence of **Fraudulent Instruction**.

Funds Transfer Fraud means the loss of **Money** or **Securities** contained in a **Transfer Account** at a **Financial Institution** resulting from fraudulent written, electronic, telegraphic, cable, teletype or telephone instructions by a third party issued to a **Financial Institution** directing such institution to transfer, pay or deliver **Money** or **Securities** from any account maintained by the **Insured Organization** at such institution, without the **Insured Organization's** knowledge or consent.

Funds Transfer Fraud will not include any loss arising out of:

1. the type or kind covered by the **Insured Organization's** financial institution bond or commercial crime policy;
2. any actual or alleged fraudulent, dishonest or criminal act or omission by, or involving, any natural person **Insured**;
3. any indirect or consequential loss of any kind;
4. punitive, exemplary or multiplied damages of any kind or any fines, penalties or loss of any tax benefit;
5. any liability to any third party, except for direct compensatory damages arising directly from **Funds Transfer Fraud**;

6. any legal costs or legal expenses; or proving or establishing the existence of **Funds Transfer Fraud**;
7. the theft, disappearance, destruction of, unauthorized access to, or unauthorized use of confidential information, including a PIN or security code;
8. any forged, altered or fraudulent negotiable instruments, securities, documents or instructions; or
9. any actual or alleged use of credit, debit, charge, access, convenience or other cards or the information contained on such cards.

Income Loss means an amount equal to:

1. net profit or loss before interest and tax that the **Insured Organization** would have earned or incurred; and
2. continuing normal operating expenses incurred by the **Insured Organization** (including payroll), but only to the extent that such operating expenses must necessarily continue during the **Period of Restoration**.

Individual Contractor means any natural person who performs labor or service for the **Insured Organization** pursuant to a written contract or agreement with the **Insured Organization**. The status of an individual as an **Individual Contractor** will be determined as of the date of an alleged act, error or omission by any such **Individual Contractor**.

Insured means:

1. the **Insured Organization**;
2. any director or officer of the **Insured Organization**, but only with respect to the performance of his or her duties as such on behalf of the **Insured Organization**;
3. an employee (including a part time, temporary, leased or seasonal employee or volunteer) or **Individual Contractor** of the **Insured Organization**, but only for work done while acting within the scope of his or her employment and related to the conduct of the **Insured Organization's** business;
4. a principal if the **Named Insured** is a sole proprietorship, or a partner if the **Named Insured** is a partnership, but only with respect to the performance of his or her duties as such on behalf of the **Insured Organization**;
5. any person who previously qualified as an **Insured** under parts 2. - 4., but only with respect to the performance of his or her duties as such on behalf of the **Insured Organization**;
6. an **Additional Insured**, but only as respects **Claims** against such person or entity for acts, errors or omissions of the **Insured Organization**;
7. the estate, heirs, executors, administrators, assigns and legal representatives of any **Insured** in the event of such **Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this Policy; and

8. the lawful spouse, including any natural person qualifying as a domestic partner of any **Insured**, but solely by reason of any act, error or omission of an **Insured** other than such spouse or domestic partner.

Insured Organization means the **Named Insured** and any **Subsidiaries**.

Loss means **Breach Response Services, Business Interruption Loss, Claims Expenses, Criminal Reward Funds, Cyber Extortion Loss, Damages, Data Recovery Costs, Dependent Business Loss, PCI Fines, Expenses and Costs, Penalties**, loss covered under the eCrime insuring agreement and any other amounts covered under this Policy.

Multiple **Losses** arising from the same or a series of related, repeated or continuing acts, errors, omissions or events will be considered a single **Loss** for the purposes of this Policy.

With respect to the Breach Response and First Party Loss insuring agreements, all acts, errors, omissions or events (or series of related, repeated or continuing acts, errors, omissions or events) giving rise to a **Loss** or multiple **Losses** in connection with such insuring agreements will be deemed to have been discovered at the time the first such act, error, omission or event is discovered.

Media Liability means one or more of the following acts committed by, or on behalf of, the **Insured Organization** in the course of creating, displaying, broadcasting, disseminating or releasing **Media Material** to the public:

1. defamation, libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization;
2. a violation of the rights of privacy of an individual, including false light, intrusion upon seclusion and public disclosure of private facts;
3. invasion or interference with an individual's right of publicity, including commercial appropriation of name, persona, voice or likeness;
4. plagiarism, piracy, or misappropriation of ideas under implied contract;
5. infringement of copyright;
6. infringement of domain name, trademark, trade name, trade dress, logo, title, metatag, or slogan, service mark or service name;
7. improper deep-linking or framing;
8. false arrest, detention or imprisonment;
9. invasion of or interference with any right to private occupancy, including trespass, wrongful entry or eviction; or
10. unfair competition, if alleged in conjunction with any of the acts listed in parts 5. or 6. above.

Media Material means any information, including words, sounds, numbers, images or graphics, but will not include computer software or the actual goods, products or services described, illustrated or displayed in such **Media Material**.

Merchant Services Agreement means any agreement between an **Insured** and a financial institution, credit/debit card company, credit/debit card processor or independent service operator enabling an **Insured** to accept credit card, debit card, prepaid card or other payment cards for payments or donations.

Money means a medium of exchange in current use authorized or adopted by a domestic or foreign government as a part of its currency.

Named Insured means the Named Insured listed in the Declarations.

Notified Individuals Threshold means the number of individual persons listed in the Declarations.

PCI Fines, Expenses and Costs means the monetary amount owed by the **Insured Organization** under the terms of a **Merchant Services Agreement** as a direct result of a suspected **Data Breach**. With the prior consent of the Underwriters, **PCI Fines, Expenses and Costs** includes reasonable and necessary legal costs and expenses incurred by the **Insured Organization** to appeal or negotiate an assessment of such monetary amount. **PCI Fines, Expenses and Costs** will not include any charge backs, interchange fees, discount fees or other fees unrelated to a **Data Breach**.

Penalties means:

1. any monetary civil fine or penalty payable to a governmental entity that was imposed in a **Regulatory Proceeding**; and
2. amounts which the **Insured** is legally obligated to deposit in a fund as equitable relief for the payment of consumer claims due to an adverse judgment or settlement of a **Regulatory Proceeding** (including such amounts required to be paid into a "Consumer Redress Fund");

but will not include: (a) costs to remediate or improve **Computer Systems**; (b) costs to establish, implement, maintain, improve or remediate security or privacy practices, procedures, programs or policies; (c) audit, assessment, compliance or reporting costs; or (d) costs to protect the confidentiality, integrity and/or security of **Personally Identifiable Information** or other information.

The insurability of **Penalties** will be in accordance with the law in the applicable venue that most favors coverage for such **Penalties**.

Period of Restoration means the 180-day period of time that begins upon the actual and necessary interruption of the **Insured Organization's** business operations.

Personally Identifiable Information means:

1. any information concerning an individual that is defined as personal information under any **Breach Notice Law**; and
2. an individual's drivers license or state identification number, social security number, unpublished telephone number, and credit, debit or other financial account numbers in combination with associated security codes, access codes, passwords or PINs; if such information allows an individual to be uniquely and reliably identified or contacted or allows access to the individual's financial account or medical record information.

but will not include information that is lawfully made available to the general public.

Policy Period means the period of time between the inception date listed in the Declarations and the effective date of termination, expiration or cancellation of this Policy and specifically excludes any Optional Extension Period or any prior policy period or renewal period.

Privacy Policy means the **Insured Organization's** public declaration of its policy for collection, use, disclosure, sharing, dissemination and correction or supplementation of, and access to **Personally Identifiable Information**.

Regulatory Proceeding means a request for information, civil investigative demand, or civil proceeding brought by or on behalf of any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity.

Securities means negotiable and non-negotiable instruments or contracts representing either **Money** or tangible property that has intrinsic value.

Security Breach means a failure of computer security to prevent:

1. **Unauthorized Access or Use of Computer Systems**, including **Unauthorized Access or Use** resulting from the theft of a password from a **Computer System** or from any **Insured**;
2. a denial of service attack affecting **Computer Systems**;
3. with respect to coverage under the Liability insuring agreements, a denial of service attack affecting computer systems that are not owned, operated or controlled by an **Insured**; or
4. infection of **Computer Systems** by malicious code or transmission of malicious code from **Computer Systems**.

Subsidiary means any entity:

1. which, on or prior to the inception date of this Policy, the **Named Insured** owns, directly or indirectly, more than 50% of the outstanding voting securities ("Management Control"); and
2. which the **Named Insured** acquires Management Control after the inception date of this Policy; provided that:
 - (i) the revenues of such entity do not exceed 15% of the **Named Insured's** annual revenues; or
 - (ii) if the revenues of such entity exceed 15% of the **Named Insured's** annual revenues, then coverage under this Policy will be afforded for a period of 60 days, but only for any **Claim** that arises out of any act, error, omission, incident or event first occurring after the entity becomes so owned. Coverage beyond such 60 day period will only be available if the **Named Insured** gives the Underwriters written notice of the acquisition, obtains the written consent of Underwriters to extend coverage to the entity beyond such 60 day period and agrees to pay any additional premium required by Underwriters.

This Policy provides coverage only for acts, errors, omissions, incidents or events that occur while the **Named Insured** has Management Control over an entity.

System Failure means an unintentional and unplanned interruption of **Computer Systems**.

System Failure will not include any interruption of computer systems resulting from (i) a **Security Breach**, or (ii) the interruption of any third party computer system.

Telephone Fraud means the act of a third party gaining access to and using the **Insured Organization's** telephone system in an unauthorized manner.

Third Party Information means any trade secret, data, design, interpretation, forecast, formula, method, practice, credit or debit card magnetic strip information, process, record, report or other item of information of a third party not insured under this Policy which is not available to the general public.

Transfer Account means an account maintained by the **Insured Organization** at a **Financial Institution** from which the **Insured Organization** can initiate the transfer, payment or delivery of **Money or Securities**.

Unauthorized Access or Use means the gaining of access to or use of **Computer Systems** by an unauthorized person(s) or the use of **Computer Systems** in an unauthorized manner.

Unauthorized Disclosure means the disclosure of (including disclosure resulting from phishing) or access to information in a manner that is not authorized by the **Insured Organization** and is without knowledge of, consent or acquiescence of any member of the **Control Group**.

Waiting Period means the period of time that begins upon the actual interruption of the **Insured Organization's** business operations caused by a **Security Breach, System Failure, Dependent Security Breach or Dependent System Failure**, and ends after the elapse of the number of hours listed as the **Waiting Period** in the Declarations.

EXCLUSIONS

The coverage under this Policy will not apply to any **Loss** arising out of:

Bodily Injury or Property Damage

1. physical injury, sickness, disease or death of any person, including any mental anguish or emotional distress resulting from such physical injury, sickness, disease or death; or
2. physical injury to or destruction of any tangible property, including the loss of use thereof; but electronic data will not be considered tangible property;

Trade Practices and Antitrust

any actual or alleged false, deceptive or unfair trade practices, antitrust violation, restraint of trade, unfair competition (except as provided in the Media Liability insuring agreement), or false or deceptive or misleading advertising or violation of the Sherman Antitrust Act, the Clayton Act, or the Robinson-Patman Act; but this exclusion will not apply to:

1. the Breach Response insuring agreement; or
2. coverage for a **Data Breach or Security Breach**, provided no member of the **Control Group** participated or colluded in such **Data Breach or Security Breach**;

Gathering or Distribution of Information

1. the unlawful collection or retention of **Personally Identifiable Information** or other personal information by or on behalf of the **Insured Organization**; but this exclusion will not apply to **Claims Expenses** incurred in defending the **Insured** against allegations of unlawful collection of **Personally Identifiable Information**; or
2. the distribution of unsolicited email, text messages, direct mail, facsimiles or other communications, wire tapping, audio or video recording, or telemarketing, if such distribution, wire tapping, recording or telemarketing is done by or on behalf of the **Insured Organization**; but this exclusion will not apply to **Claims Expenses** incurred in defending the **Insured** against allegations of unlawful audio or video recording;

Prior Known Acts & Prior Noticed Claims

1. any act, error, omission, incident or event committed or occurring prior to the inception date of this Policy if any member of the **Control Group** on or before the **Continuity Date** knew or could have reasonably foreseen that such act, error or omission, incident or event might be expected to be the basis of a **Claim** or **Loss**;
2. any **Claim**, **Loss**, incident or circumstance for which notice has been provided under any prior policy of which this Policy is a renewal or replacement;

Racketeering, Benefit Plans, Employment Liability & Discrimination

1. any actual or alleged violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced and Corrupt Organizations Act or RICO), as amended;
2. any actual or alleged acts, errors or omissions related to any of the **Insured Organization's** pension, healthcare, welfare, profit sharing, mutual or investment plans, funds or trusts;
3. any employer-employee relations, policies, practices, acts or omissions, or any actual or alleged refusal to employ any person, or misconduct with respect to employees; or
4. any actual or alleged discrimination;

but this exclusion will not apply to coverage under the Breach Response insuring agreement or parts 1., 2. or 3. of the Data & Network Liability insuring agreement that results from a **Data Breach**; provided no member of the **Control Group** participated or colluded in such **Data Breach**;

Sale or Ownership of Securities & Violation of Securities Laws

- 1 the ownership, sale or purchase of, or the offer to sell or purchase stock or other securities; or
- 2 an actual or alleged violation of a securities law or regulation;

Criminal, Intentional or Fraudulent Acts

any criminal, dishonest, fraudulent, or malicious act or omission, or intentional or knowing violation of the law, if committed by an **Insured**, or by others if the **Insured** colluded or participated in any such conduct or activity; but this exclusion will not apply to:

1. **Claims Expenses** incurred in defending any **Claim** alleging the foregoing until there is a final non-appealable adjudication establishing such conduct; or

2. with respect to a natural person **Insured**, if such **Insured** did not personally commit, participate in or know about any act, error, omission, incident or event giving rise to such **Claim** or **Loss**.

For purposes of this exclusion, only acts, errors, omissions or knowledge of a member of the **Control Group** will be imputed to the **Insured Organization**;

Patent, Software Copyright, Misappropriation of Information

1. infringement, misuse or abuse of patent or patent rights;
2. infringement of copyright arising from or related to software code or software products other than infringement resulting from a theft or **Unauthorized Access or Use** of software code by a person who is not a past, present or future employee, director, officer, partner or independent contractor of the **Insured Organization**; or
3. use or misappropriation of any ideas, trade secrets or **Third Party Information** (i) by, or on behalf of, the **Insured Organization**, or (ii) by any other person or entity if such use or misappropriation is done with the knowledge, consent or acquiescence of a member of the **Control Group**;

Governmental Actions

a **Claim** brought by or on behalf of any state, federal, local or foreign governmental entity, in such entity's regulatory or official capacity; but this exclusion will not apply to the Regulatory Defense & Penalties insuring agreement;

Other Insureds & Related Enterprises

a **Claim** made by or on behalf of:

1. any **Insured**; but this exclusion will not apply to a **Claim** made by an individual that is not a member of the **Control Group** under the Data & Network Liability insuring agreement, or a **Claim** made by an **Additional Insured**; or
2. any business enterprise in which any **Insured** has greater than 15% ownership interest or made by any parent company or other entity which owns more than 15% of the **Named Insured**;

Trading Losses, Loss of Money & Discounts

1. any trading losses, trading liabilities or change in value of accounts;
2. any loss, transfer or theft of monies, securities or tangible property of the **Insured** or others in the care, custody or control of the **Insured Organization**;
3. the monetary value of any transactions or electronic fund transfers by or on behalf of the **Insured** which is lost, diminished, or damaged during transfer from, into or between accounts; or
4. the value of coupons, price discounts, prizes, awards, or any other valuable consideration given in excess of the total contracted or expected amount;

but this exclusion will not apply to coverage under the eCrime insuring agreement;

Media-Related Exposures

with respect to the Media Liability insuring agreement:

1. any contractual liability or obligation; but this exclusion will not apply to a **Claim** for misappropriation of ideas under implied contract;
2. the actual or alleged obligation to make licensing fee or royalty payments;
3. any costs or expenses incurred or to be incurred by the **Insured** or others for the reprinting, reposting, recall, removal or disposal of any **Media Material** or any other information, content or media, including any media or products containing such **Media Material**, information, content or media;
4. any **Claim** brought by or on behalf of any intellectual property licensing bodies or organizations;
5. the actual or alleged inaccurate, inadequate or incomplete description of the price of goods, products or services, cost guarantees, cost representations, contract price estimates, or the failure of any goods or services to conform with any represented quality or performance;
6. any actual or alleged gambling, contest, lottery, promotional game or other game of chance; or
7. any **Claim** made by or on behalf of any independent contractor, joint venturer or venture partner arising out of or resulting from disputes over ownership of rights in **Media Material** or services provided by such independent contractor, joint venturer or venture partner;

First Party Loss

with respect to the First Party Loss insuring agreements:

1. seizure, nationalization, confiscation, or destruction of property or data by order of any governmental or public authority;
2. costs or expenses incurred by the **Insured** to identify or remediate software program errors or vulnerabilities or update, replace, restore, assemble, reproduce, recollect or enhance data or **Computer Systems** to a level beyond that which existed prior to a **Security Breach, System Failure, Dependent Security Breach, Dependent System Failure or Extortion Threat**;
3. failure or malfunction of satellites or of power, utility, mechanical or telecommunications (including internet) infrastructure or services that are not under the **Insured Organization's** direct operational control; or
4. fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, landslide, act of God or other physical event.

LIMIT OF LIABILITY AND COVERAGE

Limits of Liability

The Policy Aggregate Limit of Liability listed in the Declarations (the "**Policy Aggregate Limit of Liability**") is the Underwriters' combined total limit of liability for all **Loss**, other than **Breach Response Services**, payable under this Policy.

The limit of liability payable under each insuring agreement will be an amount equal to the **Policy Aggregate Limit of Liability** unless another amount is listed in the Declarations. Such amount is the aggregate amount payable under this Policy pursuant to such insuring agreement and is part of, and not in addition to, the **Policy Aggregate Limit of Liability**.

All **Dependent Business Loss** payable under this Policy is part of and not in addition to the **Business Interruption Loss** limit listed in the Declarations.

The Underwriters will not be obligated to pay any **Damages, Penalties, PCI Fines, Expenses and Costs** or **Claims Expenses**, or to defend any **Claim**, after the **Policy Aggregate Limit of Liability** has been exhausted, or after deposit of the **Policy Aggregate Limit of Liability** in a court of competent jurisdiction.

Breach Response Limits

Coverage for **Breach Response Services** under this Policy is in addition to the **Policy Aggregate Limit of Liability**.

The Notified Individuals limit listed in the Declarations is the maximum total number of individuals to whom notification, call center and credit or identity monitoring services will be provided (or attempted) for all incidents or series of related incidents giving rise to an obligation to provide **Breach Response Services**.

The Legal, Forensic & Public Relations/Crisis Management limit listed in the Declarations is the aggregate limit of coverage for all services and costs covered under parts 1., 2., 3. and 7. of the definition of **Breach Response Services**.

Except as provided in the Additional Breach Response Limits clause below, the Underwriters will not be obligated to provide any **Breach Response Services** after the number of individuals to whom services are provided under part 4. of the definition of **Breach Response Services** reaches the Notified Individuals limit listed in the Declarations. If the total number of individuals to be notified under the Policy exceeds the Notified Individuals limit listed in the Declarations, the **Insured** will be responsible for notifying and providing call center services and credit or identity monitoring services to such additional individuals in accordance with the processes described in the Information Packet.

Additional Breach Response Limits

Notwithstanding the foregoing, if:

1. the total number of individuals to whom services described in parts 4., 5. and 6. of the definition of **Breach Response Services** are provided exceeds the amount listed in Notified Individuals limit listed in the Declarations; or

2. the dollar amount of the services described in parts 1., 2., 3. and 7. of the definition of **Breach Response Services** provided to the **Insured Organization** exceeds the Legal, Forensic & Public Relations/Crisis Management limit listed in the Declarations;

this Policy will cover the costs, fees and expenses incurred to provide such **Breach Response Services** up to an amount equal to the **Policy Aggregate Limit of Liability** (the "**Additional Breach Response Limit**").

The **Additional Breach Response Limit** is part of, and not in addition to, the **Policy Aggregate Limit of Liability** and will be reduced and may be exhausted by payments under either limit. Upon exhaustion of the **Additional Breach Response Limit**, there will be no further coverage under this Policy for any costs, fees or expenses covered thereunder.

RETENTIONS

The Retention listed in the Declarations applies separately to each incident, event or related incidents or events giving rise to a **Claim** or **Loss**. The Retention will be satisfied by monetary payments by the **Named Insured** of covered **Loss** under each insuring agreement. If any **Loss** arising out of an incident or **Claim** is subject to more than one Retention, the Retention for each applicable insuring agreement will apply to such **Loss**, provided that the sum of such Retention amounts will not exceed the largest applicable Retention amount.

The Retention for **Breach Response Services** listed in the Declarations applies separately to each incident, event or related incidents or events, giving rise to legal, forensic and public relations/crisis management services and costs covered under parts 1., 2., 3. and 7. of the definition of **Breach Response Services**. The Retention will be satisfied by monetary payments by the **Named Insured** for such services and costs.

Coverage for **Business Interruption Loss** and **Dependent Business Loss** will apply after the **Waiting Period** has elapsed and the Underwriters will then indemnify the **Named Insured** for all **Business Interruption Loss** and **Dependent Business Loss** sustained during the **Period of Restoration** in excess of the Retention.

Satisfaction of the applicable Retention is a condition precedent to the payment of any **Loss** under this Policy, and the Underwriters will be liable only for the amounts in excess of such Retention.

OPTIONAL EXTENSION PERIOD

Upon non-renewal or cancellation of this Policy for any reason except the non-payment of premium, the **Named Insured** will have the right to purchase, for additional premium in the amount of the Optional Extension Premium percentage listed in the Declarations of the full Policy Premium listed in the Declarations, an Optional Extension Period for the period of time listed in the Declarations. Coverage provided by such Optional Extension Period will only apply to **Claims** first made against any **Insured** during the Optional Extension Period and reported to the Underwriters during the Optional Extension Period, and arising out of any act, error or omission committed before the end of the **Policy Period**. In order for the **Named Insured** to invoke the Optional Extension Period option, the payment of the additional premium for the Optional Extension Period must be paid to the Underwriters within 60 days of the termination of this Policy.

The purchase of the Optional Extension Period will in no way increase the **Policy Aggregate Limit of Liability** or any sublimit of liability. At the commencement of the Optional Extension Period the entire premium will be deemed earned, and in the event the **Named Insured** terminates the Optional Extension Period for any reason prior to its natural expiration, the

Underwriters will not be liable to return any premium paid for the Optional Extension Period.

All notices and premium payments with respect to the Optional Extension Period option will be directed to the Underwriters through entity listed for Administrative Notice in the Declarations.

GENERAL CONDITIONS

Notice of Claim or Loss

The **Insured** must notify the Underwriters of any **Claim** as soon as practicable, but in no event later than: (i) 60 days after the end of the **Policy Period**; or (ii) the end of the Optional Extension Period (if applicable). Notice must be provided through the contacts listed for Notice of Claim, Loss or Circumstance in the Declarations.

With respect to **Breach Response Services**, the **Insured** must notify the Underwriters of any actual or reasonably suspected **Data Breach** or **Security Breach** as soon as practicable after discovery by the **Insured**, but in no event later than 60 days after the end of the **Policy Period**. Notice must be provided to the **Breach Response Services Team** listed in the Declarations. Notice of an actual or reasonably suspected **Data Breach** or **Security Breach** in conformance with this paragraph will also constitute notice of a circumstance that could reasonably be the basis for a **Claim**.

With respect to **Cyber Extortion Loss**, the **Named Insured** must notify the Underwriters via the email address listed in the Notice of Claim, Loss or Circumstance in the Declarations as soon as practicable after discovery of an **Extortion Threat** but no later than 60 days after the end of the **Policy Period**. The **Named Insured** must obtain the Underwriters' consent prior to incurring **Cyber Extortion Loss**.

With respect to **Data Recovery Costs**, **Business Interruption Loss** and **Dependent Business Loss** the **Named Insured** must notify the Underwriters through the contacts for Notice of Claim, Loss or Circumstance in the Declarations as soon as practicable after discovery of the circumstance, incident or event giving rise to such loss. The **Named Insured** will provide the Underwriters a proof of **Data Recovery Costs**, **Business Interruption Loss** and **Dependent Business Loss**, and this Policy will cover the reasonable and necessary costs, not to exceed USD 50,000, that the **Named Insured** incurs to contract with a third party to prepare such proof. All loss described in this paragraph must be reported, and all proofs of loss must be provided, to the Underwriters no later than 6 months after the end of the **Policy Period**.

The **Named Insured** must notify the Underwriters of any loss covered under the eCrime insuring agreement as soon as practicable, but in no event later than 60 days after the end of the **Policy Period**. Notice must be provided through the contacts listed for **Notice of Claim, Loss or Circumstance** in the Declarations.

Any **Claim** arising out of a **Loss** that is covered under the Breach Response, First Party Loss or eCrime insuring agreements and that is reported to the Underwriters in conformance with the foregoing will be considered to have been made during the **Policy Period**.

Notice of Circumstance

With respect to any circumstance that could reasonably be the basis for a **Claim** (other than a **Data Breach** or **Security Breach** noticed under the Breach Response insuring agreement) the **Insured** may give written notice of such circumstance to the Underwriters through the

contacts listed for Notice of Claim, Loss or Circumstance in the Declarations as soon as practicable during the **Policy Period**. Such notice must include:

1. the specific details of the act, error, omission or event that could reasonably be the basis for a **Claim**;
2. the injury or damage which may result or has resulted from the circumstance; and
3. the facts by which the **Insured** first became aware of the act, error, omission or event.

Any subsequent **Claim** made against the **Insured** arising out of any circumstance reported to Underwriters in conformance with the foregoing will be considered to have been made at the time written notice complying with the above requirements was first given to the Underwriters during the **Policy Period**.

Defense of Claims

Except with respect to coverage under the Payment Card Liabilities & Costs insuring agreement, the Underwriters have the right and duty to defend any covered **Claim** or **Regulatory Proceeding**. Defense counsel will be mutually agreed by the **Named Insured** and the Underwriters but, in the absence of such agreement, the Underwriters' decision will be final.

With respect to the Payment Card Liabilities & Costs insuring agreement, coverage will be provided on an indemnity basis and legal counsel will be mutually agreed by the **Named Insured** and the Underwriters and will be selected from one of the firms listed in the Information Packet.

The Underwriters will pay actual loss of salary and reasonable expenses resulting from the attendance by a corporate officer of the **Insured Organization** at any mediation meetings, arbitration proceedings, hearings, depositions, or trials relating to the defense of any **Claim**, subject to a maximum of \$2,000 per day and \$100,000 in the aggregate, which amounts will be part of and not in addition to the **Policy Aggregate Limit of Liability**.

Settlement of Claims

If the **Insured** refuses to consent to any settlement recommended by the Underwriters and acceptable to the claimant, the Underwriters' liability for such **Claim** will not exceed:

1. the amount for which the **Claim** could have been settled, less the remaining Retention, plus the **Claims Expenses** incurred up to the time of such refusal; plus
2. sixty percent (60%) of any **Claims Expenses** incurred after the date such settlement or compromise was recommended to the **Insured** plus sixty percent (60%) of any **Damages, Penalties and PCI Fines, Expenses and Costs above the** amount for which the **Claim** could have been settled;

and the Underwriters will have the right to withdraw from the further defense of such **Claim**.

The **Insured** may settle any **Claim** where the **Damages, Penalties, PCI Fines, Expenses and Costs** and **Claims Expenses** do not exceed the Retention, provided that the entire **Claim** is resolved and the **Insured** obtains a full release on behalf of all **Insureds** from all claimants.

Assistance and Cooperation

The Underwriters will have the right to make any investigation they deem necessary, and the **Insured** will cooperate with the Underwriters in all investigations, including investigations regarding coverage under this Policy and the information and materials provided to the underwriters in connection with the underwriting and issuance of this Policy. The **Insured** will execute or cause to be executed all papers and render all assistance as is requested by the Underwriters. The **Insured** agrees not to take any action which in any way increases the Underwriters' exposure under this Policy. Expenses incurred by the **Insured** in assisting and cooperating with the Underwriters do not constitute **Claims Expenses** under the Policy.

The **Insured** will not admit liability, make any payment, assume any obligations, incur any expense, enter into any settlement, stipulate to any judgment or award or dispose of any **Claim** without the written consent of the Underwriters, except as specifically provided in the Settlement of Claims clause above. Compliance with a **Breach Notice Law** will not be considered an admission of liability.

Subrogation

If any payment is made under this Policy and there is available to the Underwriters any of the **Insured's** rights of recovery against any other party, then the Underwriters will maintain all such rights of recovery. The **Insured** will do whatever is reasonably necessary to secure such rights and will not do anything after an incident or event giving rise to a **Claim** or **Loss** to prejudice such rights. If the **Insured** has waived its right to subrogate against a third party through written agreement made before an incident or event giving rise to a **Claim** or **Loss** has occurred, then the Underwriters waive their rights to subrogation against such third party. Any recoveries will be applied first to subrogation expenses, second to **Loss** paid by the Underwriters, and lastly to the Retention. Any additional amounts recovered will be paid to the **Named Insured**.

Other Insurance

The insurance under this Policy will apply in excess of any other valid and collectible insurance available to any **Insured** unless such other insurance is written only as specific excess insurance over this Policy.

Action Against the Underwriters

No action will lie against the Underwriters or the Underwriters' representatives unless and until, as a condition precedent thereto, the **Insured** has fully complied with all provisions, terms and conditions of this Policy and the amount of the **Insured's** obligation to pay has been finally determined either by judgment or award against the **Insured** after trial, regulatory proceeding, arbitration or by written agreement of the **Insured**, the claimant, and the Underwriters.

No person or organization will have the right under this Policy to join the Underwriters as a party to an action or other proceeding against the **Insured** to determine the **Insured's** liability, nor will the Underwriters be impleaded by the **Insured** or the **Insured's** legal representative.

The **Insured's** bankruptcy or insolvency of the **Insured's** estate will not relieve the Underwriters of their obligations hereunder.

Change of Law, Unavailability of Breach Response Services

If there is a change of law, regulation or enforcement that prevents the Underwriters or its providers from providing all or part of the **Breach Response Services**, or if a provider is unable to or does not provide **Breach Response Services**, the Underwriters will make reasonable

efforts to procure similar services from other sources. In such event, the maximum the Underwriters will pay for the costs of procuring and providing all **Breach Response Services**, including substitute products and services, will be no more than USD 10,000,000 in the aggregate for the **Policy Period**, which amount will be in addition to the **Policy Aggregate Limit of Liability**. If it is not reasonably possible for the Underwriters to procure substitute products or services, the Underwriters will not be obligated to provide such services.

Entire Agreement

By acceptance of the Policy, all **Insureds** agree that this Policy embodies all agreements between the Underwriters and the **Insured** relating to this Policy. Notice to any agent, or knowledge possessed by any agent or by any other person, will not effect a waiver or a change in any part of this Policy or stop the Underwriters from asserting any right under the terms of this Policy; nor will the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy signed by the Underwriters.

Mergers or Consolidations

If during the **Policy Period** the **Named Insured** consolidates or merges with or is acquired by another entity, or sells more than 50% of its assets to another entity, then this Policy will continue to remain in effect through the end of the **Policy Period**, but only with respect to events, acts or incidents that occur prior to such consolidation, merger or acquisition. There will be no coverage provided by this Policy for any other **Claim** or **Loss** unless the **Named Insured** provides written notice to the Underwriters prior to such consolidation, merger or acquisition, the **Named Insured** has agreed to any additional premium and terms of coverage required by the Underwriters and the Underwriters have issued an endorsement extending coverage under this Policy.

Assignment

The interest hereunder of any **Insured** is not assignable. If the **Insured** dies or is adjudged incompetent, such insurance will cover the **Insured's** legal representative as if such representative were the **Insured**, in accordance with the terms and conditions of this Policy.

Cancellation

This Policy may be canceled by the **Named Insured** by giving written notice to the Underwriters through the entity listed for Administrative Notice in the Declarations stating when the cancellation will be effective.

This Policy may be canceled by the Underwriters by mailing to the **Named Insured** at the address listed in the Declarations written notice stating when such cancellation will be effective. Such date of cancellation will not be less than 60 days (or 10 days for cancellation due to non-payment of premium) after the date of notice.

If this Policy is canceled in accordance with the paragraphs above, the earned premium will be computed pro rata; but the premium will be deemed fully earned if any **Claim**, or any circumstance that could reasonably be the basis for a **Claim** or **Loss**, is reported to the Underwriters on or before the date of cancellation. Payment or tender of unearned premium is not a condition of cancellation.

Singular Form of a Word

Whenever the singular form of a word is used herein, the same will include the plural when required by context.

Headings

The titles of paragraphs, clauses, provisions or endorsements of or to this Policy are intended solely for convenience and reference, and are not deemed in any way to limit or expand the provisions to which they relate and are not part of the Policy.

Representation by the Insured

All **Insureds** agree that the statements contained the information and materials provided to the Underwriters in connection with the underwriting and issuance of this Policy are true, accurate and are not misleading, and that the Underwriters issued this Policy, and assume the risks hereunder, in reliance upon the truth thereof.

Named Insured as Agent

The **Named Insured** will be considered the agent of all **Insureds**, and will act on behalf of all **Insureds** with respect to the giving of or receipt of all notices pertaining to this Policy, and the acceptance of any endorsements to this Policy. The **Named Insured** is responsible for the payment of all premiums and Retentions and for receiving any return premiums.

General Information

Quote Number	K4711CYLA230 - 1
Date of Issue	07 August 2023
Named Insured	Madrid-Waddington Central School District
Address	2582 State Highway 345 Madrid, NY 13660
Business Operations	Education - Primary & Secondary Schools
Gross Revenue	20,727,836
Broker Name	Northern Insuring Agency Inc (Plattsburgh, NY)

Premium Summary

POLICY LIMIT OPTIONS	OPTION 1	OPTION 2
Limit of Liability	\$1,000,000	\$2,000,000
Deductible	\$10,000	\$10,000
Premium	\$9,285.00	\$11,698.00
Service Fee	\$500.00	\$500.00
Surplus Lines Tax	\$352.26	\$439.13
Surplus Lines Stamping Fee	\$14.68	\$18.30
Other State/Municipality Tax	\$0.00	\$0.00
Total Payable	\$10,151.94	\$12,655.43
Commission @	15.00%	15.00%

Please be advised this quotation is for surplus lines coverage. Compliance with applicable laws and payment of taxes and fees is the responsibility of the Insured, Insurance Agent, or Insurance Broker and Evolve Cyber Insurance Services, LLC ("Evolve"). Upon binding of this account, we must receive a signed application from the Insured. Subject to the terms and conditions contained herein, Evolve agrees to issue to the above Named Insured the quotation for insurance coverage as presented and ordered.

Quote Details

Legal Action:	Worldwide	Territorial Scope:	Worldwide
Reputation Harm Period:	12 Months	Indemnity Period:	12 Months
		Waiting Period:	6 Hours
Retroactive Date:	Full Prior Acts	Continuity Date:	01 September 2023
Policy Period:	12 Months	Wording:	NexGen Cyber (1.0)
Carrier:	Underwritten by Nexus Specialty Inc on behalf of certain Underwriters at Lloyd's, London, under Binding Authority Unique Market Reference B1820WLS23D217		
AM Best Rating:	Lloyd's of London: A (Excellent)		
Underwriter:	Raine Hoel		
Subjectivities:	<ul style="list-style-type: none"> Prior to Binding: Currently signed and dated version of the application submitted (for new business submissions, we need the app on file to be signed/dated within 30 days of the effective date). Prior to Binding: Confirmation the Insured has multi-factor authentication enabled across all business email accounts and when accessing the network remotely. Prior to Binding: Prior to transferring funds (Wire, ACH, Direct Deposit), confirmation your organization requires a call back 		

	<p>procedure to initiate payment to a new bank account or change banking details for an existing bank account. Terms assume this is the case.</p> <ul style="list-style-type: none">• Prior to Binding: Confirmation the Insured implements critical patches within at least 30 days of release. Terms assume this is the case.
Endorsements:	<p>PCL-00053 Evolve Amendatory Endorsement PCL-00056 Disclosure Pursuant To Terrorism Risk Insurance Act PCL-00057 Cap On Losses From Certified Acts Of Terrorism Endorsement New York Surplus Lines Notice - LMA9067</p>
Optional Extended Reporting Period:	<p>1 Year for 100% of Applicable Annualized Premium</p>

Coverage & Limit Schedule

Insuring Clauses 1, 2 and 3 are subject to an Each and Every Claim Limit unless otherwise amended via endorsement. Insuring Clauses 4, 5, 6, and 7 are subject to an Aggregate Limit including **Costs and Expenses**.
The Deductible applies to each and every claim on all insuring clauses.

INSURING CLAUSE 1: CYBER CRIME	LIMIT	DEDUCTIBLE
Section A: Ransomware Extortion	\$1,000,000	\$10,000
Section B: Social Engineering	\$250,000	\$10,000
Section C: Customer Funds Transfer Fraud	\$50,000	\$10,000
Section D: Theft of Personal Funds	\$250,000	\$10,000
Section E: Theft of Funds Held in Escrow	\$250,000	\$10,000
Section F: Corporate Identity Theft	\$250,000	\$10,000
Section G: Telephone Hacking	\$250,000	\$10,000
Section H: Hijacked Computer Resources	\$250,000	\$10,000
INSURING CLAUSE 2: CYBER REMEDIATION (Stand-Alone Tower Mirroring Policy Limit, unless otherwise amended via endorsement)		
Section A: 24/7 Response	\$1,000,000	\$0
Section B: Forensic Costs	\$1,000,000	\$10,000
Section C: Legal and Regulatory Costs	\$1,000,000	\$10,000
Section D: Crisis Communication PR Costs	\$1,000,000	\$10,000
Section E: Notification and Identity Theft Costs	\$1,000,000	\$10,000
Section F: Third Party Notification and Identity Theft Costs	\$1,000,000	\$10,000
Section G: Post Breach Compliance Costs Subject to a maximum of 10% of all sums we have paid as a direct result of the cyber event.	\$50,000	\$0
INSURING CLAUSE 3: INCOME LOSS AND SYSTEM RECTIFICATION		
Section A: Business Interruption In respect of System Failure, sublimited to \$1,000,000 or the policy limit, whichever is lesser.	\$1,000,000	\$10,000
Section B: Contingent Business Interruption In respect of System Failure, sublimited to \$1,000,000 or the policy limit, whichever is lesser.	\$1,000,000	\$10,000
Section C: Additional Extra Expense	\$100,000	\$10,000
Section D: Reputation Damage	\$1,000,000	\$10,000
Section E: System Rectification	\$1,000,000	\$10,000
Section F: Hardware Replacement	\$1,000,000	\$10,000
Section G: Forensic Accounting	\$25,000	\$0
INSURING CLAUSE 4: CYBER LIABILITY		
Section A: Network Security Liability	\$1,000,000	\$10,000
Section B: Privacy Liability	\$1,000,000	\$10,000
Section C: Regulatory Defense and Penalties	\$1,000,000	\$10,000
Section D: Payment Card Industry Liability	\$1,000,000	\$10,000
INSURING CLAUSE 5: MEDIA LIABILITY		
Section A: Defamation	\$1,000,000	\$10,000
Section B: IP Infringement	\$1,000,000	\$10,000
INSURING CLAUSE 6: COURT ATTENDANCE COSTS	\$100,000	\$0

PCL-00053 | EVOLVE AMENDATORY ENDORSEMENT

Attached to Policy Number: K4711CYLA230
 Named Insured: Madrid-Waddington Central School District
 Effective Date: 09/01/2023

It is understood and agreed that the following amendments are made to the Declarations page:

1. The following **INSURING CLAUSE** is added:

CRIMINAL REWARD COVERAGE

Aggregate limit of liability:	USD50,000	in the aggregate
Deductible:	\$10,000	each and every claim

2. The following **SECTIONS** are added to **INSURING CLAUSE 4** in the Declarations page:

SECTION E: CONTINGENT BODILY INJURY

Aggregate limit of liability:	USD250,000	in the aggregate, including costs and expenses
Deductible:	\$10,000	each and every claim

SECTION F: CORRECTIVE ACTION PLAN COSTS

Aggregate limit of liability:	USD50,000	in the aggregate, including costs and expenses
Deductible:	\$10,000	each and every claim

It is further understood and agreed that the following amendments are made to the Policy:

1. The following **INSURING CLAUSE** is added:

CRIMINAL REWARD COVERAGE

We agree to reimburse **you** any reasonable sums necessarily incurred with **our** prior written agreement to pay any person or organization, other than:

- a. any external or internal auditor of the **company**; or
- b. any individual or organization who manages or supervises the individuals stated in a. above;

for information not otherwise available which directly results in the arrest and conviction of any person or organization who is committing or has committed any illegal act directly relating to a claim covered under **INSURING CLAUSES 1, 2 3 or 4**.

2. The following **SECTIONS** are added to **INSURING CLAUSE 4**:

SECTION E: CONTINGENT BODILY INJURY

We agree to pay on your behalf all sums which **you** become legally obliged to pay (including liability for claimant's costs and expenses) as a result of any **claim** arising out of **bodily injury** caused as a direct result of a **cyber event** affecting **your computer systems** first discovered by **you** during the **period of the policy**.

We will also pay **costs and expenses** on **your** behalf.

However, **we** will not make any payment under this Section for which **you** are entitled to indemnity under any other insurance, except for any additional sum which is payable over and above the other insurance.

SECTION F: CORRECTIVE ACTION PLAN COSTS

We agree to pay on **your** behalf sums reasonably incurred with the **cyber incident manager** in order to meet any of the following requirements specified within a corrective action plan agreed by **you** with the Office for Civil Rights as the direct result of a **cyber event** first discovered **you** during the period of the policy:

- a. the development of a Health Insurance Portability and Accountability Act (HIPAA) of 1996 compliant information security document set;
- b. the completion of a HIPAA compliance audit;
- c. the costs associated with completing an information security risk assessment; or
- d. the costs associated with the implementation of a security awareness training program.

3. The following **DEFINITION** is added:

"Bodily injury" means

death, bodily injury, mental injury, illness or disease.

4. The 'Bodily injury and property damage' **EXCLUSION** is deleted in its entirety and replaced with the following:

arising directly or indirectly out of actual or alleged bodily injury or tangible property damage.

However, this Exclusion will not apply to:

- a. **INSURING CLAUSES 4 (SECTIONS A and B)** and **5** for any **claim** as a direct result of mental injury or emotional distress.
- b. **INSURING CLAUSE 4 (SECTION E only)**

SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY

PCL-00056 | DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

Attached to Policy Number: K4711CYLA230
 Named Insured: Madrid-Waddington Central School District
 Effective Date: 09/01/2023

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THIS POLICY.

1. In accordance with the Terrorism Risk Insurance Act, the Underwriter is required to provide the Insured with a notice disclosing the premium, if any, attributable to coverage for Certified Acts of Terrorism. The premium attributable to such coverage is \$0.
2. If coverage is provided by the Coverage Section(s) identified above 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. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.
3. If aggregate insured losses attributable to **Certified Acts of Terrorism** exceed \$100 billion in a calendar year and the Underwriter has met its insurer deductible under the Terrorism Risk Insurance Act ("the Act"), the Underwriter shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
4. For the purposes of this endorsement, the DEFINITIONS Section of the Coverage Section identified above is amended to include the following terms:

Certified Act of Terrorism means an act is certified by the Secretary of the Treasury, in accordance with the provisions of the Terrorism Risk Insurance Act ("the Act"), to be an act of terrorism pursuant to the Act. The criteria contained in the Act for a **Certified Act of Terrorism** include the following:

- a. the act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Act;
- b. the act is a violent act or an act that is dangerous to human life, property or infrastructure and is 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.

All other terms, conditions and limitations of this Policy shall remain unchanged.

PCL-00057 | CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM ENDORSEMENT

Attached to Policy Number: K4711CYLA230
 Named Insured: Madrid-Waddington Central School District
 Effective Date: 09/01/2023

In consideration of the premium charged:

1. If aggregate insured losses attributable to **Certified Acts of Terrorism** exceed \$100 billion in a calendar year and the Underwriter has met its insurer deductible under the Terrorism Risk Insurance Act ("the Act"), the Underwriter shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
2. For the purposes of this endorsement, the DEFINITIONS Section of the Coverage Section identified above is amended to include the following terms:

Certified Act of Terrorism means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act ("the Act"), to be an act of terrorism pursuant to the Act. The criteria contained in the Act for a **Certified Act of Terrorism** include the following:

- a. the act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Act;
- b. the act is a violent act or an act that is dangerous to human life, property or infrastructure and is 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.

All other terms, conditions and limitations of this Policy shall remain unchanged.

NEW YORK SURPLUS LINES NOTICE

THE INSURER(S) NAMED HEREIN IS (ARE) NOT LICENSED BY THE STATE OF NEW YORK, NOT SUBJECT TO ITS SUPERVISION, AND IN THE EVENT OF THE INSOLVENCY OF THE INSURER(S), NOT PROTECTED BY THE NEW YORK STATE SECURITY FUNDS. THE POLICY MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF THE DEPARTMENT OF FINANCIAL SERVICES PERTAINING TO POLICY FORMS.

LMA9067

01 September 2013



Insured Name: Madrid-Waddington Central School District Policy/Quote Number: K4711CYLA230
Insured Address: 2582 State Highway 345, Madrid, NY 13660

**POLICYHOLDER DISCLOSURE NOTICE OF
TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act (the 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 an air carrier or vessel 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 GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM TO BE 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.

SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE The prospective premium required for your terrorism coverage is: \$0.

If you wish to reject this offer of coverage, you should check the box below, sign this notice and send it to your agent. An exclusion of terrorism losses, as defined by the Act, will then be made part of your policy.



Cyber Insurance Quote

<input type="checkbox"/>	I hereby reject the offer of terrorism coverage. I understand that I will have no coverage for losses arising from acts of terrorism, as defined in the act.
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Policyholder/Applicant's Signature

Certain Underwriters at Lloyd's,
London (not incorporated)
Insurance Company

Print Name

Date

If you have any questions about this notice, please contact your agent