

# NEW HIRE

## EMPLOYEE BENEFITS OVERVIEW 2023-2024



## 21<sup>st</sup> Century Cyber Charter School

*New Hire-Professional*

### PLANNING AHEAD



You can enroll or change an election only during Open Enrollment unless you have a qualified change in status. Qualified Life Events include: marriage, divorce, death of a spouse or child, birth or adoption of a child, termination or commencement of employment of a spouse.

Qualified Life Events must be reported to Human Resources within 30 days of the Qualified life Event Date:

- *Report the event to Human Resources*
- *Update your dependents in PPI*

Children are covered up to age **26** for medical and vision. Children are covered up to age **19/23** for dental

Exude is pleased to present you with this enrollment packet which contains a wealth of information about the benefits available to you and your dependents. Each year, the entire Exude team works endlessly along, with your employer, to ensure that you and your family have the highest quality benefit package.



### *Who is eligible for Coverage?*

- Employees working at least 37.5 hours per week are eligible for all benefits
- Legal Spouse
- Children, legally adopted children, step children, and children for whom you/your spouse are a court-appointed legal guardian

### *When Am I Eligible?*

- Newly eligible employees are effective as of date of hire.

*The information in this Enrollment Guide is presented for illustrative purposes only and is based on information provided by your employer and various insurance carriers, and should not be used for legal or other professional advice or service. The text contained in this Guide was taken from various summary plan descriptions and benefit information. Please refer to your summary plan description for additional information concerning services. While every effort was taken to accurately report your benefits, discrepancies or errors are always possible. In case of discrepancy between the Guide and the actual plan documents the actual plan documents will prevail. All information is confidential, pursuant to the Health Insurance Portability and Accountability Act of 1996. If you have any questions about your Guide, contact your Exude representative.*

# Hey, it's Monica Albanese!

## CLIENT CARE SPECIALIST & CLAIMS RESOLUTION EXTRAORDINAIRE

Meet Monica Albanese, she's your new Client Care Specialist. Monica's ready to support your benefit issues from start to finish, so if you ever have questions or forget to mention something along the way, just call her. Did you get a medical bill that caught you by surprise? Or wonder if something is covered or not? She'll know the answers, or get 'em for you pronto. Most important, Monica will fight for what is right on your behalf. You can rest easy knowing you're in good hands; Monica holds a Health and Life license and is a graduate from Temple University where she majored in Human Resource Management.

### Add Monica to your Contacts:

**malbanese@exudeinc.com**

**(p) 215.825.3574 (f) 215.825.3571**

### Schedule a Meeting with Me!

[calendly.com/exude\\_monica/meeting](https://calendly.com/exude_monica/meeting)



### A few of Monica's favorite ways to help:

- **Verification of Coverage:** Stuck at your doctor or pharmacy? She can easily verify your coverage and help get you on your way.
- **Benefit Questions:** Confused about what procedures or medications are covered under your plan? Give her a call and she'll lay it out for you.
- **Claims Issues:** Receive a surprise medical or dental bill? Don't pay and let Monica research it first.
- **Enrollment:**
  - Ordering new insurance identification cards
  - Processing full-time student verification with insurance carriers (for dependent children over the age limit)
  - Change of address
  - Change of primary care physician/dentist



24/7 Service – When you have a concern about your benefits, it doesn't always happen between the hours of 9 to 5. With our 24/7 Service you will always have access to someone on our team to answer your urgent benefit questions. **215.875.8730**

# OPEN ENROLLMENT INSTRUCTIONS

The options you select during your Open Enrollment will be in effect through the next benefit year, **July 1, 2023 - June 30, 2024.**

## **REMEMBER:**

The PPI Auto Enroll site will open on **Tuesday, May 23rd** and close on **Sunday, June 4th.**

**EMPLOYEES only need to log in during this timeframe for the 2023-2024 plan year year, if you are interested in making a change!**

## **PPI Reference Center:**

Review the information on the home page. At any time during your enrollment, you can click on the link to the Reference Center to view plan documents that will help make your benefit selection easier. You can return to the Reference Center at any time during your open enrollment period to verify payroll deductions or to access plan documents!

## ***What Do I Need To Do?***

**Cigna Medical/Rx Insurance** - ALL EMPLOYEES are required to log into the PPI Auto Enroll site if you would like to enroll for the first time or make a change to how you are enrolled.

- Enrollment into the HRA is automatic as long as you are electing the Cigna medical plan.

**UCCI Dental Insurance** - ALL EMPLOYEES are required to log into the PPI Auto Enroll site if you would like to enroll for the first time or make a change to how you are enrolled.

**VBA Vision Insurance** - ALL EMPLOYEES are required to log into the PPI Auto Enroll site if you would like to enroll for the first time or make a change to how you are enrolled.

**New York Life AD&D STD, and LTD** - ALL EMPLOYEES working 37.5 hours or more per week are already enrolled into the employer paid Life AD&D, STD and LTD. Please log into the Auto Enroll site if you need to update your beneficiary information.

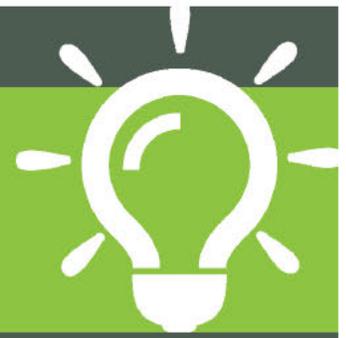
***If you are **not interested** in making a change, then you are **not required** to log in and your existing elections will rollover with the same dependent status for the new plan year!***

**\*Instructions for logging into the PPI site can be found following this page\***

## HOW TO:

# Get Started with SelfEnroll

## First-time User Registration



**Step 1.** Go to [www.ppienroll.com](http://www.ppienroll.com).

**Step 2.** Click "Register" under the "Welcome" message on the right side of the window.

User Name: case sensitive  
Password: case sensitive  
Forgot your user name or password?  
Login >

**Welcome**  
First time here?  
Register to create your user name and password.  
Register

**Step 3.** Type in your social security number, company key, and your date of birth.

**Your company key is "PPI" and is case sensitive.**

Click continue.

Social Security Number: 123-45-6789  
Company Key: case sensitive  
Date of Birth: MM/DD/YYYY

**Info**  
All fields are required.  
If you don't already have your Company Key, contact your benefits administrator.  
Cancel Continue >

**Step 4.** Create your user name and password. Then, confirm your password (it must be at least 7 characters). **Please make a note of your login information for future reference.**

**Step 5.** Select your security phrase, and provide the answer in case you need to reset your password in the future. Then click "Continue".

User Name: case sensitive  
Password:  
Confirm Password:  
Security Question: What is your mother's maiden n  
Answer:

**Create Account**  
Below you must create a User Name and Password. The User Name must not contain any spaces and be at least 7 characters long. If the User Name you have chosen is already in use, you will be instructed to choose a different one.  
The Password must also be at least 7 characters and contain no spaces. A combination of numbers and letters is required for your Password. In addition, please select a security phrase and complete the answer to this question in the space provided. This will be used if you forget your password and need assistance in recovering it.  
Note: Your User Name, Password, and Answer to the Security Phrase are case sensitive. You must enter your information in the correct case when accessing the site in the future.  
Cancel Continue >

**Step 6.** Login with your new user name and password.

**Step 7.** Read through the electronic signature agreement, and select "Yes" to accept. Then click "Continue".

**Let's Get Started**  
Getting Started Details  
Please read the following information. After you have read the information either accept or decline the agreement by clicking on the appropriate button below. If you agree, you will be directed to the next step. If you decline, you will be returned to the login page and will have to contact your benefits administrator to enter the system.  
By clicking "I Agree" below, I hereby consent to the use of Electronic Signatures as my formal acceptance of all electronic records covered by the Electronic Signatures in Global and National Commerce Act of 2000 (ESIGN) which includes documents, forms, account applications, electronic trade confirmations, statements, agreements, and disclosures. I also consent to receive certain employee benefit plan information through electronic media. I understand it may be necessary for me to inform my company if my email address changes and I prefer to receive the communication at a different email address. I also understand that I may withdraw this consent at any time by completing a similar form stating I no longer consent to electronic communication. In addition, I understand that I may request a paper version of the electronically furnished documents free of charge if I am unsuccessful at printing the document.  
Do you agree? Yes No  
Log Out Continue >

### EMPLOYEES WHO ARE ELIGIBLE FOR BENEFITS:

Review the information on the home page. At any time during your enrollment, you can click on the link to the "Reference Center" to view plan documents that will help make your benefit selection easier. You can also return to the Reference Center at any time during your open enrollment period to verify payroll deductions or to access plan documents.

### EMPLOYEES WHO ARE NOT ELIGIBLE FOR BENEFITS:

Click on the link to the Reference Center to access any required HR paperwork.

Home Message Center Help Reference Center Overlay Text  
Type Here to Search

Home  
Click the Start Button to enroll or make changes.  
Start Here  
SelfEnroll - New Hire Enrollment  
22 days remaining to enroll  
Contact Information  
Medical Dental Vision Life/Disability  
PI:  
A woman in a white shirt is looking at a tablet device.

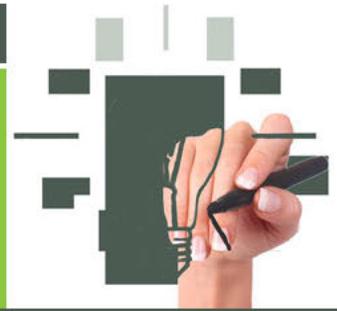


Single Solution.  
Endless Efficiencies.

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## How To:

# Log Into SelfEnroll or Reset Your Password



To access your online benefits system or reset your password, please follow the steps below:

**Step 1.** Go to [www.ppienroll.com](http://www.ppienroll.com), and type in your User Name and Password to login.

**Step 2.** If you have forgotten your User Name or Password, click "Forgot Your Password?" on the left side of the window.

**Step 3.** Type in your social security number, company key, and your date of birth. **Your company key is "PPI" and is case sensitive.**

Click "Continue".

**Step 4.** Answer your "Security Question" and click "Continue".

**Step 5.** Your User Name will be displayed, and you will be prompted to create your new password (it must be at least 7 characters).

**Please make a note of your login information for future reference.**

Click "Continue".

For assistance, please contact the PPI Service Team at [clientservices@ppibenefits.com](mailto:clientservices@ppibenefits.com) or (888) 674-0046.

User Name: case sensitive  
Password: case sensitive  
Forgot your password?  
LOGIN >  
Welcome  
First time user?  
Register to create your username and password.  
Need assistance? Contact PPI Benefit Solutions at (888) 674-0046 or email [clientservices@ppibenefits.com](mailto:clientservices@ppibenefits.com).  
Register

User Name: case sensitive  
Password: case sensitive  
Forgot your password?  
LOGIN >  
Welcome  
First time user?  
Register to create your username and password.  
Need assistance? Contact PPI Benefit Solutions at (888) 674-0046 or email [clientservices@ppibenefits.com](mailto:clientservices@ppibenefits.com).  
Register

Social Security Number: 123-45-6789  
Company Key: case sensitive  
Date of Birth: MM/DD/YYYY  
Verify User Information  
Forgot your password? To verify that you already have an account in our system, please enter your Social Security Number or Member ID, Company Key (provided by your benefits administrator) and Date of Birth. All fields are required and case sensitive. After you have completed these fields, click on Continue to move to the next step.  
Cancel Continue >

Security Question: What is your mother's maiden name?  
Answer:  
Security Phrase  
Please enter the answer to your phrase and select continue. Please select a new security phrase and complete the answer to this question in the space provided.  
Cancel Continue >

User Name: ddemo22  
Password:  
Confirm Password:  
Password Reset  
Your password must include a combination of letters and numbers, and be at least 7 characters. No spaces are allowed.  
Cancel Continue >



Single Solution.  
Endless Efficiencies.

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## HUSK Nutrition

HUSK Nutrition provides one-on-one customized nutrition counseling with **registered dietitians**.

Registered dietitians are the ultimate nutrition coaches because they are credentialed with the Academy of Nutrition and Dietetics, and need to complete continuing education credits every year. They have the most up-to-date and **evidence based** information to support your health goals.

Personal coaching from a registered dietitian is proven to help you achieve results and support your goals in:

- Stress, sleep and diet
- Mindful and intuitive eating
- Meal planning and recipes
- Diabetes Management
- Disease Prevention
- and MORE!

## Who is Eligible?

Employees, spouses and dependents enrolled in the Cigna insurance plan are eligible to receive **3 nutrition counseling sessions per year**.

Note: If employees are not enrolled in an 21st Century Cyber Charter School medical plan, they can talk to a HUSK team member to see if their current carrier will cover the cost of nutritional counseling sessions.

## What Else Does HUSK Offer?

Anyone can download the HUSK app, which provides:

- Goal tracking
- Food tracking
- For those participating in counseling sessions, direct messaging and appointment booking for your registered dietitian

### **FREE Bluetooth scale**

Complete 6\* nutrition counseling sessions with a HUSK registered dietitian, and we'll send you a free Bluetooth scale!

\*Sessions not covered by insurance are subject to a fee.

For questions or to check eligibility, please contact HUSK via email at [info@huskwellness.com](mailto:info@huskwellness.com).

**[Click here to get started!](#)**

# MEDICAL PLAN

<b>Carrier: Cigna</b>	<b>Cigna Open Access Plan</b>
<b>In Network</b>	
Deductible	\$0/\$0
Primary Office Visit Copay	\$30
<i>PCP Required</i>	NO
Specialist Visit Copay	\$50
<i>Referral Required</i>	NO
Laboratory Copay	\$0
X-Ray Copay (Routine)	\$0
Complex Imaging Copay (MRI, CAT, PET) <i>(Copay reimbursable under the HRA)</i>	<b>\$150</b>
Emergency Room Copay	<b>\$200</b>
<i>Waived if admitted</i>	YES
Urgent Care	\$100
Hospitalization Copay <i>(Copay reimbursable under the HRA)</i>	<b>\$500/day; \$2,500 Max/Admission</b>
Outpatient Surgery Copay <i>(Copay reimbursable under the HRA)</i>	<b>\$300</b>
Provider Network	<a href="http://www.cigna.com">www.cigna.com</a> Open Access Plus
Prescription Copays (30 day supply) Generic/Brand/Non-formulary	\$20/\$40/\$60 *Mandatory Generics with DAW
Routine Eye Exam Copay	Not Covered
Hardware Benefit	Not Covered
Out of Pocket Maximum**	<b>\$7,350/\$14,700</b>
<b>Out of Network</b>	
Out of Network Deductible	<b>\$3,000/\$6,000</b>
Out of Network Coinsurance	Variable

*\*If a brand name drug is requested when there is a generic equivalent, member must purchase the generic drug, or pay 100% of the difference between the brand name price and the generic price, plus the appropriate brand name copay. If your physician indicates 'Dispense as Written' on the prescription, than just the brand name copayment would apply.*

*\*\*Out of Pocket Max – applies to deductible, coinsurance and co-pays*

# HEALTH REIMBURSEMENT ARRANGEMENT (HRA): THE HARRISON GROUP

## HRA PROCESS

Enrolled family member has a inpatient or outpatient service that needs to be reimbursed by HRA



Member pays copay at the time of service and requests receipt for payment



The Insurance Company processes claim and issues payment/billing to the provider based on the network's discounted rates.



Employee will submit an HRA claim form, attached paid receipt with EOB and submit expenses to The Harrison Group for reimbursement

A Health Reimbursement Arrangement (HRA) will help minimize out-of-pocket costs incurred by you and your dependents. If you **opt to be covered by this health insurance plan**, you will be reimbursed for the in-network plan copays for qualified medical expenses covered by the medical plan.

Copays covered in the HRA are:

1. Overnight hospitalizations,
2. Outpatient surgeries
3. Complex imaging.

Maximum Reimbursement for the 2023-2024 plan year:

- **Individuals: Your copay costs up to \$4,410**
- **Families: Your copay costs up to \$8,820**

If you incur any of the preceding costs you should **NOT** pay the bill with your FSA card.

You should submit a claim form along with your hospital/surgery receipt, so that you can be reimbursed. You are expected to pay at the time of service, then submit to the Harrison Group in order to be reimbursed.

Please note that you will be only reimbursed for qualifying expenses incurred between **July 1, 2023** and **June 30, 2024** that were not reimbursed through an FSA or other tax advantage account.



# MEDICAL PLAN REMINDERS

## WAYS TO SAVE:

Cigna and Exude offer opportunities for additional savings with:

- Exude Prescription Discount Card
- Mail Order Prescriptions
- Fitness Discounts
- Weight and Nutrition Discounts

For more information log on to [www.my.cigna.com](http://www.my.cigna.com)

## OPT-OUT FORM

See Human Resources for a form to opt-out/waive medical plan coverages.

## CIGNA OPEN ACCESS PLUS NETWORK:

Employees who enroll in this plan are not required to select a Primary Care Physician nor are they required to obtain referrals for any type of Specialists visits. Please make sure you are visiting the provider network by logging onto [www.cigna.com](http://www.cigna.com) and selecting the **Open Access Plus** Network to find a list of providers accepting the plan that you are enrolled into.

## OUT OF NETWORK BENEFITS:

*For out-of-network services, the doctor **may not** accept your plan's fee as payment in full and may charge you the difference between what your carrier pays and what the doctor's office charges.*

*Your physician may also require you to pay out of pocket, in which case, you may seek reimbursement from your carrier. In order to be reimbursed, you will need to submit a Cigna out-of-network claim form along with any paid receipts to Cigna to receive your out of network reimbursement.*

*Please contact Monica Albanese at Exude Benefits for assistance.*

## KEEP IN MIND:

### ID Cards

You will receive a new ID card on July 1<sup>st</sup>, however your ID number will not be changing. Once you receive your ID card, make sure you present it to your physicians and pharmacies.

### Health Reimbursement Arrangement (HRA)

Employees enrolled in the 21<sup>st</sup> Century Cyber Charter School medical plans are eligible for reimbursement of selected copays under the plan through the Health Reimbursement Arrangement (HRA). Full details on this process can be found in this benefit packet.

# NEW CIGNA RESOURCES



## HEALTH ACCELERATED: BODY & MIND

*Clinically appropriate, cost-effective treatments and care management support!*

Cigna has engineered a solution to work across physical health, mental health and medication. They will step in and encourage employees to take actions. Using analytics they will identify opportunities to intervene and make proactive connections with employees, particularly those most in need, help them get care sooner.

## DIABETES PREVENTION

*In collaboration with Omada!*

Today, more than 1 in 3 American adults have prediabetes and without meaningful intervention, 30% of those individuals will develop type 2 diabetes. Cigna in collaboration with Omada, a CDC recognized digital lifestyle and behavior change program focused on reducing the risk of diabetes through healthy weight loss.

## PATIENT ASSURANCE PROGRAM

*Dedicated to making insulin more affordable!*

The cost of insulin may be weighing on employees who have diabetes. After all, 1 in 4 people who use insulin to manage diabetes admit to cutting back on their insulin due to cost concerns. Now, because of the launch of the Patient Assurance Program from Cigna and Express Scripts, eligible employees will have copays no more than \$25 at the point of sale for a 30 day supply of participating insulin products.

## CIGNA EMOTIONAL HEALTH AND WELL-BEING

*You are not alone!*

Life is busy. Sometimes it hard to know if you are experiencing depression or sadness, worry or anxiety. When these feelings become excessive, ongoing or interfere with your daily life, its time to seek help. Cigna's comprehensive support includes coverage for emotional health, tools, and programs for your general health and well-being.

- Cigna offers support 24/7 whenever you need it
- Live chat is available at myCigna.com
- Self Service digital tools available at iPrevail
- Happify through myCigna.com is self directed programs with activities, science based games and guided meditation.
- 3 face to face visits with a licensed behavioral health provider
- Unlimited telephone counseling and access to work life resources
- Access to legal and financial consultants.

### PROVEN HEALTH OUTCOMES.



4.7%

average year-1  
weight loss.<sup>8</sup>



4.2%

average year-2  
weight loss.<sup>8</sup>

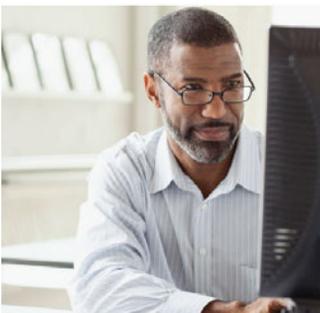


30%

reduced 5-year  
risk for diabetes.<sup>7</sup>

**\$25**  
maximum

out-of-pocket cost  
per 30-day  
supply.<sup>1</sup>



# WAYS TO SAVE

**MDLIVE**



## CIGNA WELLNESS

[WWW.MY.CIGNA.COM](http://WWW.MY.CIGNA.COM)

- CIGNA 1 GUIDE
- CIGNA LIFESTYLE MANAGEMENT PROGRAM
- CIGNA HEALTH MATTERS CARE COMPLETE
- STANDARD SOCIAL ENGAGEMENT
- DISEASE MANAGEMENT

## TELEMEDICINE

*Gives you access to board certified providers 24/7/365!*

Telemedicine gives you access to on-demand care to treat many minor acute care medical conditions such as cold and flu symptoms, allergies, bronchitis, sinus problems, poison ivy and much more. This would be a \$30 copay per visit under the medical plan! Cigna provides access to telehealth services as part of your medical plan with MDLive.

## URGENT CARE

*If it is not an Emergency, skip the Emergency room!*

If you need medical attention but it's not too serious or life threatening, an urgent care center can provide quality care like an ER, but can save you hundreds of dollars. You will also benefit from shorter average wait times!

## PREVENTIVE CARE

*Being Proactive Helps Keep You Healthy!*

Your annual check-ups, immunizations and screenings are all an important part of staying healthy. They can help detect or prevent serious diseases and help you stay healthy. With an in-network Cigna provider, your preventative care is covered under your health plan at 100%, which means no deductibles, coinsurance, copays or annual limits.

## CIGNA RX HOME DELIVERY PROGRAM

*Get Your Maintenance Medications Delivered To Your Door and More!*

If you take a maintenance medication on a regular basis to treat a long term condition Cigna RX home delivery program may be a convenient option for you. Through the Cigna's RX home delivery program with Express Scripts, you can fill your medication in 90 day intervals with only having to pay 2 copays. Your medications will be set up on 90 day intervals and ship to your front door step. This provides convenience, savings and you are less likely to skip a dose if you have your maintenance medications for a longer period of time.

## ADDITIONAL RX SAVINGS

*GOOD Rx/ONE Rx:*

Good Rx and One Rx are online resources and smartphone applications that collect prices and discounts from over 60,000 U.S Pharmacies. These sites will allow to you shop your prescriptions to get the best deal and send coupons to your email and phone. You can save up to 80% on the cost of your medications.

# 90-DAY PRESCRIPTION FILLS



Filling your medications just got easier with the Cigna 90 Now program

You have a lot going on. Remembering to pick up your refill each month isn't always easy. We have a program that can help - it's called Cigna 90 Now.

The **Cigna 90 Now<sup>SM</sup>** program makes it easier for you to fill your maintenance medications. These are the medications you take on a regular basis to treat an ongoing health condition like asthma, diabetes, high blood pressure or high cholesterol.

**With the Cigna 90 Now program, your plan covers maintenance medications when you fill them:**

1. In a 90-day (or 3-month) supply,<sup>1</sup> and
2. At an in-network retail pharmacy that's approved to fill 90-day prescriptions or through Express Scripts Pharmacy<sup>®</sup>, our home delivery pharmacy (if your plan allows).<sup>2</sup>

Your plan only allows a certain number of fills in a lesser amount. Once you run out of those fills, your plan coverage will only apply to your medication if you fill it in a 90-day supply.



## A 90-day supply helps make life easier

You'll make fewer trips to the pharmacy for refills. And you're more likely to stay healthy because with a 90-day supply on-hand, you're less likely to miss a dose.<sup>3</sup>

## Choose the pharmacy that's most convenient for you. Retail or home delivery.<sup>2</sup>

There are thousands of retail pharmacies in your plan's network. They include local pharmacies, grocery stores, retail chains and wholesale warehouse stores - all places where you may already shop. **Every pharmacy in your plan's network can fill 30-day prescriptions, and a select number of pharmacies can fill 90-day prescriptions.**

Here are some of the retail pharmacies in your plan's network that can fill a 90-day prescription.<sup>4</sup> To see a full list, go to **Cigna.com/Rx90network**.

- ▶ **CVS** (including Target and Navarro)
- ▶ **Walmart**
- ▶ **Kroger** (including Harris Teeter Pharmacy, Pick N Save Pharmacy, Fred Meyer Pharmacy, Fry's Food and Drug)
- ▶ **Access Health** (including Benzer Pharmacy, Marcs, Big Y Pharmacy, Marsh Drugs, LLC, Snyder Drug Emporium)
- ▶ **Elevate Provider Network** (including Super RX Pharmacy, Medical Center Pharmacy, Family Pharmacy, King Kullen Pharmacy)
- ▶ **Cardinal Health** (including Freds Pharmacy, Medicine Shoppe Pharmacy, Medicap Pharmacy)

Together, all the way.<sup>®</sup>



Offered by Cigna Health and Life Insurance Company or its affiliates.

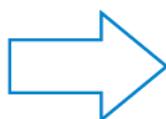
**Consider using Express Scripts Pharmacy.<sup>2</sup> They help make things easy by putting everything at your fingertips.**

Home delivery is a convenient option when you're taking a medication on a regular basis. With just a few simple clicks of your mobile phone, tablet or computer, your important medications will be on their way to your door (or location of your choice). To learn more, go to [Cigna.com/homedelivery](http://Cigna.com/homedelivery). To get started using home delivery, go to [my.cigna.com/choosehomedelivery](http://my.cigna.com/choosehomedelivery) and follow the online instructions for how to move your prescription from your retail pharmacy.

- › **Easily order, manage and track your medications** on your phone or online
- › Standard shipping at **no extra cost**<sup>5</sup>
- › Fill up to a **90-day supply** at one time
- › **Helpful pharmacists** available 24/7
- › **Automatic refills** and refill reminders so you don't miss a dose
- › **Payment options** if you need help paying for your medications



**Get a 90-day prescription with refills**



**Have the office send your prescription electronically to an in-network retail pharmacy approved to fill 90-day supplies or to Express Scripts Home Delivery.<sup>2</sup>**



**Get a 90-day (or 3-month) supply for convenience**



1. Some medications aren't available in a 90-day supply and may only be packaged in lesser amounts. For example, three packages of oral contraceptives equal an 84-day supply. Even though it's not a "90-day supply," it's still considered a 90-day prescription.
2. Not all plans offer home delivery as a covered pharmacy option. Please log in to the myCigna App or website, or check your plan materials, to learn more about the pharmacies in your plan's network.
3. Internal Cigna analysis performed Jan 2019, utilizing 2018 Cigna national book of business average medication adherence (customer adherent > 80% PDC), 90-day supply vs. those who received a 30-day supply taking antidiabetics, RAS antagonist and statins.
4. Participating Cigna 90 Now pharmacies as of January 2020. Subject to change.
5. Standard shipping costs are included as part of your prescription plan.

**Para obtener ayuda en español llame al número en su tarjeta de Cigna.**

Health benefit plans vary, but in general to be eligible for coverage a drug must be approved by the Food and Drug Administration (FDA), prescribed by a health care professional, purchased from a licensed pharmacy and medically necessary. If your plan provides coverage for certain prescription drugs with no cost-share, you may be required to use an in-network pharmacy to fill the prescription. If you use a pharmacy that does not participate in your plan's network, your prescription may not be covered, or reimbursement may be limited by your plan's copayment, coinsurance or deductible requirements. Refer to your plan documents for costs and complete details of your plan's prescription drug coverage.

Product availability may vary by location and plan type and is subject to change. All group health insurance policies and health benefit plans contain exclusions and limitations. For costs and details of coverage, review your plan documents or contact a Cigna representative.

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# FREQUENTLY ASKED QUESTIONS

Express Scripts Pharmacy<sup>SM</sup>

If you take a medication every day to treat an ongoing health condition, Express Scripts Pharmacy, our home delivery pharmacy, may be a convenient option for you. Express Scripts Pharmacy, which is a Cigna company, is one of the country's largest home delivery pharmacies.

## What are the benefits of using Express Scripts Pharmacy?

- › **Convenience.** Don't waste time standing in line at the pharmacy. Express Scripts Pharmacy will ship your medication to you at no extra cost. And when you sign up for automatic refills,\* it's even easier to stay on track with your important medications.
- › **Safe, private delivery.** Express Scripts Pharmacy's packaging is designed to protect your privacy and stand up to bad weather.
- › **Easy refills.** Fill up to a 90-day supply of your medication at one time, so you fill less often.
- › **Free refill reminders.** Express Scripts Pharmacy will send you refill reminders\*\* to help make sure you don't miss a dose.
- › **Track your orders.** You can refill your prescription and track your orders online or from your mobile phone.
- › **24/7 access to licensed pharmacists.** Express Scripts' pharmacists are trained to provide specialized support for conditions like diabetes, high blood pressure and high cholesterol.
- › **Payment assistance.** If you're having trouble paying for your medication, Express Scripts Pharmacy offers an Extended Payment Plan, which gives you the option to split your bill into smaller payments.

## What type of prescriptions can I fill through Express Scripts Pharmacy?

You can fill maintenance medications through home delivery. These are the medications you take every day to treat an ongoing health condition like diabetes, high blood pressure, high cholesterol or asthma.

## How do I refill my prescription?

Here are two easy ways to refill your prescription:

1. **Log in to the myCigna<sup>®</sup> app or website.** Click on the Prescriptions tab, then select Manage Prescriptions. We'll automatically connect you to your Express Scripts online account portal.
2. **Call 800.835.3784** to place an order over the phone.

## Can Express Scripts Pharmacy help transfer my current prescription from my local retail pharmacy?

Yes. Simply call **800.835.3784** and have your doctor's contact information and prescription medication name(s) and dosage(s) ready. Express Scripts Pharmacy will do the rest.

Together, all the way.<sup>®</sup>



Offered by: Cigna Health and Life Insurance Company or its affiliates.

## I just got a new prescription from my doctor. How do I place an order?

Here are two easy ways to place a new order:

1. **Electronically:** For fastest service, ask your doctor's office to send your prescription electronically to Express Scripts Home Delivery, NCPDP 2623735.
2. **By fax:** Have your doctor's office call 888.327.9791 to get a Fax Order Form.

## Can I check the status of my home delivery prescription orders online?

Yes. You can check the status of your order online, at any time. Simply log in to the myCigna app or website. Click on the Prescriptions tab, then select Manage Prescriptions. We'll automatically connect you to your Express Scripts online account portal.

## Can I manage my home delivery medications online?

Yes. Simply log in to the myCigna app or website. Click on the Prescriptions tab, then select Manage Prescriptions. We'll automatically connect you to your Express Scripts online account portal. There, you can manage your medications. You can also sign up for their automatic refill and/or auto renewal program, provide your payment information and shipping address, list any known allergies and/or health conditions, and more.

## What happens when I'm out of refills?

Express Scripts Pharmacy will send you an email and/or text\*\* when you're out of refills. And if you signed up for their auto renewal program (if your medication is eligible), you can electronically ask your doctor to renew your prescription – right from the email Express Scripts sends you.

## After I place an order, how long will it take for me to get it?

Once Express Scripts Pharmacy gets your order, it usually takes about 48 hours to fill it. You should get your order in about 8 days (or 10–14 days if it's a new prescription). To help make sure you don't miss a dose of your medication, please be sure you have a 30-day supply on hand when you place your order.

You can check the status of your order online, at any time. Simply log in to the myCigna app or website. Click on the Prescriptions tab, then select Manage Prescriptions. We'll automatically connect you to your Express Scripts online account portal.

## Where can I have my order shipped?

Express Scripts Pharmacy can ship your order to your home or another address in the U.S., Puerto Rico, or the Virgin Islands.

## How much does shipping cost?

There's no extra cost for standard shipping. However, there is an extra cost to rush delivery of your order.

## Are the medications Express Scripts Pharmacy fills the same quality as what I'd get at a retail pharmacy?

Yes. All medications Express Scripts Pharmacy fills through home delivery are approved by the U.S. Food and Drug Administration (FDA). Your medication may look different from what you're used to getting at your retail pharmacy. That's because different manufacturers can make the same medication. If Express Scripts Pharmacy gets your medication from a manufacturer your current pharmacy doesn't use, your medication may be a different shape, size and/or color. If you have any questions about the medication you get, call us. We're always happy to review your medication with you.

## How safe is it to have my medication shipped through home delivery?

It's very safe to fill your medication through home delivery. Millions of people have their medication delivered to their home (or location of their choice) every day. Express Scripts Pharmacy's packaging is designed to protect your privacy and stand up to bad weather. And if your medication needs refrigeration, they provide that, too. Express Scripts Pharmacy will ship to your home or workplace – or even to a vacation location – to make sure you get your medication when and where you need it.

## Can I refill my prescriptions online?

Yes. You can refill your prescriptions on Express Scripts' website. **To make it easy for you, you can get there by logging in to the myCigna app or website.** Simply click on the Prescriptions tab, then select Manage Prescriptions. We'll automatically connect you to your Express Scripts online account portal. You can also sign up for their automatic refill and/or auto renewal program.

## Can Express Scripts Pharmacy automatically refill my prescriptions?

Express Scripts Pharmacy can automatically refill certain medications. You can call **800.835.3784** to sign up over the phone. Or, you can log in to the myCigna app or website to connect to your Express Scripts online account portal. From there, you can sign up for their automatic refill program. Express Scripts will send you an email before they automatically refill your prescription. That gives you time to make changes to your order before it ships.

## What are my payment options?

You can pay by debit or credit card (American Express, Diners Club, Discover, MasterCard or Visa), with your checking account, or through a flexible spending account (FSA). You can set up automatic payments and update your payment preferences online.

## Does Express Scripts Pharmacy offer a payment plan?

Yes. If you need help paying for your medication, Express Scripts Pharmacy offers an Extended Payment Plan. This gives you the option to split your bill into three smaller payments. You can sign up with a credit card, which they'll automatically charge each time payment is due.

## What do I do if I have a question about my medication?

You can talk with an Express Scripts pharmacist at any time, 24/7. Simply call **800.835.3784**. Express Scripts' pharmacists are trained to provide specialized support for conditions like diabetes, high blood pressure and high cholesterol.

## How can I be sure that Express Scripts Pharmacy will fill my prescriptions correctly?

All prescriptions are filled by licensed pharmacists. They follow the same state and federal guidelines that retail pharmacists do.

## Before filling my prescriptions, will Express Scripts Pharmacy check to see if my medications interact with each other?

Yes. Everyone who uses Express Scripts Pharmacy must provide information about his/her allergies and health conditions. Express Scripts' pharmacists will review this information before they fill your order. If it looks like your medications may cause a serious or dangerous health issue when taken at the same time, the pharmacist will contact your doctor's office to talk about your options.

## My generic medication only costs me \$6 a month at my local retail pharmacy. How much will I pay for it through home delivery?

You can log in to the **myCigna** app or website and click on "Price a Medication" to see how much your medication will cost you. You can also see if there are lower-cost alternatives available.\*\*\*

## My medication has to be kept cold. Will Express Scripts Pharmacy be able to do this?

Yes. If your medication needs to be refrigerated, Express Scripts Pharmacy will send it in an insulated box or foam cooler with ice packs.



\* Express Scripts Pharmacy can automatically refill certain medications. You can call 800.835.3784 to sign up over the phone. Or, you can log in to the myCigna app or website to connect to your Express Scripts online account portal. From there, you can sign up for their automatic refill program.

\*\* You can sign up to get emails and/or texts from Express Scripts Pharmacy. To get text messages, you'll have to sign up for Express Scripts' texting service. You can do this online or when you call 800.835.3784 to refill your prescription. Once you sign up, simply reply to their welcome text to get started. Standard text messaging rates apply.

\*\*\* Prices shown on myCigna are not guaranteed and coverage is subject to your plan terms and conditions. Visit myCigna for more information.

### Para obtener ayuda en español llame al número en su tarjeta de Cigna.

Product availability may vary by location and plan type and is subject to change. All group health insurance policies and health benefit plans contain exclusions and limitations. For costs and details of coverage, review your plan documents or contact a Cigna representative.

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# MAKE MYCIGNA YOUR PERSONAL HEALTH PLACE

Enjoy a simple way to personalize, organize and access your important plan information.

## Register on myCigna.

Once you do, you can log in anytime, anywhere to:

- › **Manage** and track claims
- › **View** ID card information
- › **Find** doctors and compare cost and quality ratings
- › **Review** your coverage
- › **Track** your account balances and deductibles
- › **Refill** your prescription drugs online and check order status with Cigna Home Delivery Pharmacy<sup>SM</sup>

Register today! Visit [myCigna.com](http://myCigna.com) or download the myCigna Mobile App\*.



## Go to [myCigna.com](http://myCigna.com) to go paperless!

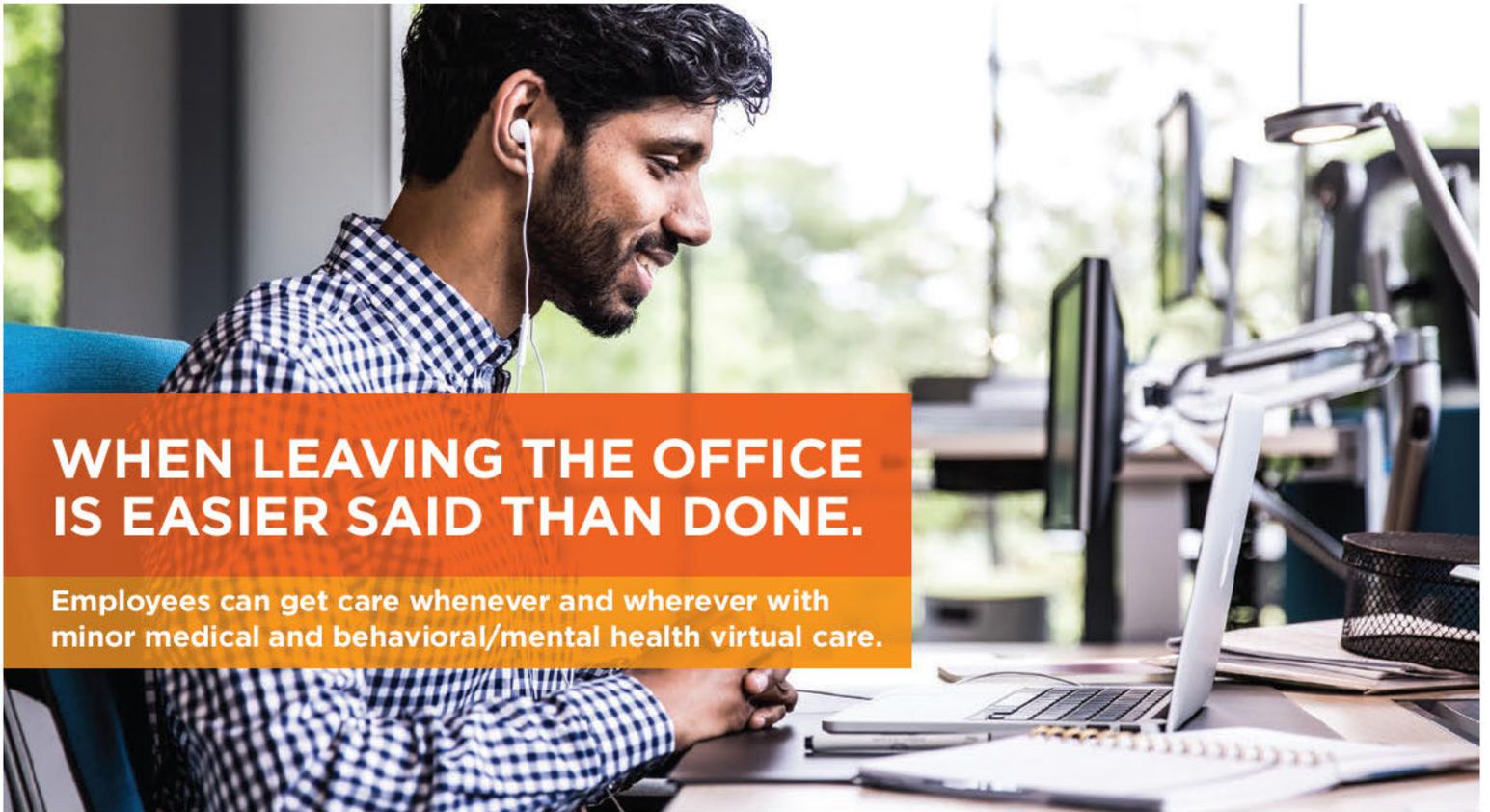
After you register, you can set up paperless communications. Just log in to [myCigna.com](http://myCigna.com) and select "Go Paperless".



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\*The downloading and use of the myCigna Mobile App is subject to the terms and conditions of the App and the online stores from which it is downloaded. Standard mobile phone carrier and data usage charges apply.

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## WHEN LEAVING THE OFFICE IS EASIER SAID THAN DONE.

Employees can get care whenever and wherever with minor medical and behavioral/mental health virtual care.

**Your employees' lives are demanding.** It's hard for them to find time to take care of themselves as it is, never mind when they're not feeling well. That's why health plans through Cigna include access to medical and behavioral/mental health virtual care.

Whether they've got meetings all day or they just don't have the time or energy to go anywhere but home after work, employees can:

- › Access care from just about anywhere via video or phone.
- › Get minor medical virtual care 24/7/365 - even on weekends and holidays.
- › Schedule a behavioral/mental health virtual care appointment online in minutes.
- › Access board-certified doctors and pediatricians as well as licensed counselors and psychiatrists.
- › Have a prescription sent directly to a local pharmacy, if appropriate.

### Convenient, not costly.

Medical virtual care for minor conditions costs less than ER or urgent care center visits, and maybe even less than an in-office primary care provider visit.

**Together, all the way.®**



## Minor medical virtual care

Board-certified doctors and pediatricians can diagnose, treat and prescribe most medications for minor medical conditions, such as:

- › Acne
- › Allergies
- › Asthma
- › Bronchitis
- › Cold and flu
- › Constipation
- › Diarrhea
- › Earaches
- › Fever
- › Headaches
- › Infections
- › Insect bites
- › Joint aches
- › Nausea
- › Pink eye
- › Rashes
- › Respiratory infections
- › Shingles
- › Sinus infections
- › Skin infections
- › Sore throats
- › Urinary tract infections

MDLIVE providers can also conduct virtual wellness screenings.

## Virtual care options

Cigna partners with MDLIVE® for minor medical and behavioral/mental health virtual care.\* This can be accessed via **myCigna.com**. Additionally, Cigna's in-network medical and behavioral providers also provide access to virtual medical and behavioral care, including virtual counseling.

## Connect with virtual care your way.

- › Contact your in-network provider or counselor
- › Talk to an MDLIVE medical provider on demand on **myCigna.com**
- › Schedule an appointment with an MDLIVE provider or licensed therapist on **myCigna.com**
- › Call MDLIVE 24/7 at 888.726.3171

## Behavioral/Mental health virtual care

Licensed counselors and psychiatrists can diagnose, treat and prescribe most medications for nonemergency behavioral conditions, such as:

- › Addictions
- › Bipolar disorders
- › Child/Adolescent issues
- › Depression
- › Eating disorders
- › Grief/Loss
- › Life changes
- › Men's issues
- › Panic disorders
- › Parenting issues
- › Postpartum depression
- › Relationship and marriage issues
- › Stress
- › Trauma/PTSD
- › Women's issues



**Encourage your employees to access virtual care whenever and wherever they need it.**



Virtual medical care is available from MDLIVE. Behavioral/mental health virtual care is available from MDLIVE.

\*Cigna provides access to virtual care through national telehealth providers as part of your plan. Providers are solely responsible for any treatment provided to their patients. Video chat may not be available in all areas or with all providers. This service is separate from your health plan's network and may not be available in all areas or under all plan types. A primary care provider referral is not required for this service.

In general, to be covered by your plan, services must be medically necessary and used for the diagnosis or treatment of a covered condition. Not all prescription drugs are covered. Product availability may vary by location and plan type and is subject to change. All group health insurance policies and health benefit plans contain exclusions and limitations. See your plan materials for costs and details of coverage, including other telehealth/telemedicine benefits that may be available under your specific health plan.

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# WHICH LEVEL OF CARE IS RIGHT FOR YOU?



## MD LIVE

MDLIVE gives you access to a national network of US board-certified doctors who are available on-demand 24/7/365 to treat many of your medical issues. Teladoc doctors can treat many medical conditions, including:

- Cold and flu symptoms
- Allergies
- Bronchitis
- Respiratory infection
- Sinus problems
- Poison ivy
- Pink eye
- Ear infection



## PRIMARY CARE PHYSICIAN

Your Primary Care Physician (PCP) typically provides you with medical care over a long period of time. Your PCP can help you stay healthy, manage your care and recommend specialists when needed.

Your doctor knows you and your medical history, and has the expertise to diagnose and treat most conditions.

**Visit your PCP for:**

- Routine checkups
- Preventive care services, such as immunizations
- Treatment when you are sick
- Chronic disease management



## WALK-IN CLINIC

If you are not experiencing a health emergency, but you can't wait to see your PCP, visit a walk-in clinic.

**You can go to a walk-in clinic to receive treatment for the following:**

- Cold and flu symptoms
- Sinus infection
- Allergies
- Pink eye
- Sore throat / Bronchitis
- Headaches
- Head lice
- Ear infection
- Urinary tract infection



## URGENT CARE

Urgent care centers are designed to address conditions where delaying treatment could cause serious problems or discomfort.

**Some examples of conditions that require a visit to an urgent care center include:**

- Controlled bleeding or cuts that require stitches
- Diagnostic services (X-rays, lab tests) Ear infections
- High fever or the flu
- Minor broken bones (e.g. toes, fingers) Severe sore throat or cough
- Sprains or strains
- Skin rashes and infections Urinary tract infections
- Vomiting, diarrhea or dehydration



## EMERGENCY ROOM

Emergency Rooms should be utilized for life threatening illnesses and injuries. **Such conditions as:**

- Chest pain
- Weakness/numbness on one side
- Slurred speech
- Serious burns
- Concussion or confusion
- Broken bones
- Seizures
- Severe Lacerations

# DENTAL PLAN

Carrier: United Concordia	PPO	
	In-Network	Out-of-Network
Deductible	\$50/\$100	\$50/\$100
Deductible Waived for Diagnostic/Preventive	YES	
Annual Maximum (cal. yr.)	\$1,500	
Diagnostic/Preventive Care	100%	100%
Basic Care	100%	100%
Major Services	80%	80%
Endo, Non-Surgical Perio, Anesthesia, Oral Surgery	100%	100%
Surgical Perio	80%	80%
Orthodontic Services (Child Only)	50% to \$1,000 Lifetime Maximum	
Provider Network	<a href="http://www.ucci.com">www.ucci.com</a> Advantage Plus	Any dentist
Out of Network Reimbursement	N/A	MAC
Additional Features		
Frequency of Exams	2 per year	
Frequency of Cleanings	2 per year	
White Fillings	Anterior Only	

**Out-of-Network benefits** are based on a *Maximum Allowable Charge*, which is what the carrier pays their in-network dentist. You can be balance billed the difference.

**PPO** - You do not need to select a Primary Care Dentist for this plan. If you go to a dentist that does not participate with the PPO Network you will be accessing your Out of Network benefits.

# VISION PLAN

Carrier: VBA	Vision Plan	
	In-Network	Out-of-Network
Frequency of Services		
<i>Exam</i>	24 Months (12 for Child to Age 19)	
<i>Frames</i>	24 Months	
<i>Contact Lenses</i>	24 Months (12 for Child to Age 19)	
Benefits		
Vision Exam	100% after \$10 Copay	Up to \$40
Lenses (Pair)		
<i>Single</i>	100% after \$25 Copay	Up to \$40
<i>Bifocal</i>	100% after \$25 Copay	Up to \$60
<i>Trifocal</i>	100% after \$25 Copay	Up to \$80
Frames	\$50 Wholesale Allowance (\$125-\$150 Retail)	Up to \$50
Contact Lenses-Elective		
<i>Exam</i>	\$50 Fully Covered Exam	Up to \$40
<i>Material Allowance</i>	\$110 Allowance	\$110 Allowance
<i>Fitting Fee</i>		
Contact Lenses-Medically Necessary	100% Coverage	Up to \$320
<b>Guidelines</b>		
Network	www.vbaplans.com	Any provider



# 2023-2024 Contributions

MEDICAL/RX	Cigna Open Access Plus			
	MONTHLY PREMIUM	21CCCS BOARD MONTHLY CONTRIBUTION	EMPLOYEE MONTHLY CONTRIBUTION	EMPLOYEE CONTRIBUTION (BASED ON 24 PAYS)
Employee	\$896.37	\$856.03	\$40.34	\$20.17
Employee and Child(ren)	\$1,598.28	\$1,526.36	\$71.92	\$35.96
Employee and Spouse	\$2,062.56	\$1,969.74	\$92.82	\$46.41
Employee and Family	\$2,629.99	\$2,511.63	\$118.36	\$59.18

DENTAL	United Concordia PPO			
	MONTHLY PREMIUM	21CCCS BOARD MONTHLY CONTRIBUTION	EMPLOYEE MONTHLY CONTRIBUTION	EMPLOYEE CONTRIBUTION (BASED ON 24 PAYS)
Single	\$33.89	\$32.45	\$1.44	\$0.72
Family	\$89.52	\$85.66	\$3.86	\$1.93

VISION	VBA Vision Plan			
	MONTHLY PREMIUM	21CCCS BOARD MONTHLY CONTRIBUTION	EMPLOYEE MONTHLY CONTRIBUTION	EMPLOYEE CONTRIBUTION (BASED ON 24 PAYS)
Single	\$4.54	\$4.54	\$0.00	\$0.00
Family	\$11.18	\$4.54	\$6.64	\$3.32



Expert Solutions. Exceptional Service.

# ANCILLARY INSURANCES

## 2023-2024 CARRIER - NEW YORK LIFE

The following benefits are provided to full time employees at no cost to you:

### **IMPORTANCE OF CHOOSING A BENEFICIARY**

This is the person (or entity) you choose, who will receive the death benefit from your policy in the event of a claim. If you do not choose one, your state's laws determine who receives the benefit.

### **Life and AD&D Insurance**

Life insurance is provided by your employer at no cost to you. In the event of a claim, your beneficiary will be entitled to a benefit equal to **2.5x's your annual salary up to a maximum of \$335,000**. This benefit will reduce beginning at age 65 and terminate at retirement.

### **Short Term Disability Insurance**

Short Term Disability insurance is provided by your employer at no cost to you. If you are disabled due to a non-work related illness or injury for more than 15 days, you may be eligible to receive a weekly benefit of **two thirds of your pre-disability earnings, to a weekly maximum of \$500**. The benefit can continue for a maximum of 13 weeks (elimination period included), and is subject to physician and carrier approval.

### **Long Term Disability Insurance**

Long Term Disability insurance is provided by your employer at no cost to you. If you are disabled due to a non-work related illness or injury for more than 90 days, you may be eligible to receive a monthly benefit of **two thirds of your pre-disability earnings, to a monthly maximum of \$2,800**. The benefit can continue up to social security normal retirement age, subject to physician and carrier approval.

### **Employee Assistance Program**

An EAP benefit is provided by 21CCCS at no cost to you. This benefit is a confidential referral and counseling service that will help you and your family manage life's challenges, such as Stress Management, Legal and Financial Concerns, Depression and Substance Abuse, etc. Learn more with:

- [www.guidanceresources.com](http://www.guidanceresources.com)
- 1-800-344-9752
- 3 face-to-face visits per issue
- Unlimited telephonic Consultations
- 24/7 services



# Mental Health Resources

## Employer Paid EAP Program



### CALL US ANYTIME

We're just a phone call away whenever you need us. At no extra cost to you. An advocate can help you assess your needs and develop a solution.

(800) 344-9752 | [www.guidanceresources.com](http://www.guidanceresources.com)



### VISIT A SPECIALIST

You have three face-to-face sessions with a behavioral counselor available to you – and your household members.



### MONTHLY WEBINARS

Educational seminars on a variety of relevant topics such as managing your life, work, money and health, are available in a quarterly calendar of monthly webcasts distributed to your employer.



### WORK/LIFE BALANCE

For help handling life's challenges, go online for articles and resources on family, care giving, pet care, aging, grief, balancing priorities, working smarter, and more.your employer.

## Mental Health Programs Embedded in Our Plan

**Happify** – Science-based games and activities focused on mental health awareness

**MD Live** –Behavioral/Mental health virtual care – 888.726.3171

**Ginger** – Muli-layered, confidential mental health support available 24/7

**iPrevail** – Digital therapeutics platform, designed by experienced clinicians to help manage stress

# Whatever life throws at you throw it our way. Employee Assistance & Wellness Support.

Life: just when you think you've got it figured out, along comes a challenge. Whether your needs are big or small, New York Life Group Benefit Solutions is there for you with our Employee Assistance & Wellness Support program<sup>1</sup>. It can help you and your family find solutions and restore your peace of mind. This is just another example of how we are committed to Putting Benefits To Work For People<sup>SM</sup>.



## Our suite of value-add resources includes:

### › Life Assistance Program<sup>1</sup>

Are you feeling overwhelmed by the demands of balancing work and family life? Maybe you have questions about a legal or financial concern. You and your family members now have access to various counseling services including legal, financial, and work-life balance assistance. All counseling calls are answered by a Master's or PhD-level counselor who will collect some general information and will discuss your needs. The Life Assistance Program provides a maximum of three sessions, per issue, per year.

› **GuidanceResources<sup>®1</sup>** When you need information quickly to help handle life's challenges, you can visit [guidanceresources.com](https://www.guidanceresources.com) for resources and tools on topics such as health and wellness, legal regulations, family and relationships, work and education, money and investments, and home and auto. You will also have access to articles, podcasts, videos, slideshows, on-demand trainings and "Ask the Expert" which provides personal responses to your questions.

### › Well-being Coaching<sup>1</sup>

Sometimes you may need help with personal challenges and physical issues that can be overwhelming. To help you achieve your goals, you will have access to a certified coach who will work with you, one on one, to address health and well-being issues such as burnout, time management and coping with stress. You have access to five sessions per year. All sessions are conducted telephonically.

[See additional information on next page ›](#)



› **FamilySource**<sup>®1</sup>

Managing the everyday concerns of home, work and family can be difficult. To help resolve those concerns, you have access to family care service specialists that provide customized research, educational materials and prescreened referrals for childcare, adoption, elder care, education, and pet care.

**Contact Info:**

**Employee Assistance and  
Wellness Support 24/7**



**Phone:** (800) 344-9752



**Website:** [guidanceresources.com](https://guidanceresources.com)  
Web ID: NYLGBS

1. These programs are NOT insurance and do not provide reimbursement for financial losses. Some restrictions may apply. These services are provided exclusively by ComPsych<sup>®</sup> Corporation. Customers are required to pay the entire discounted charge for any discounted products or services available through these programs. Some services are available at the option of the employer for an additional cost. Programs are provided through third party vendors who are solely responsible for their products and services. Full terms, conditions and exclusions are contained in the applicable client program description and are subject to change. Program availability may vary by plan type and location and are not available where prohibited by law. These programs are not available under policies issued by New York Life Group Insurance Company of NY.

FamilySource and GuidanceResources are registered trademarks of ComPsych Corporation.

All programs are effective for the member/participant on the first day of coverage.

New York Life Group Benefit Solutions products and services are provided by Life Insurance Company of North America or New York Life Group Insurance Company of NY, subsidiaries of New York Life Insurance Company.

Life Insurance Company of North America is not authorized in NY and does not conduct business in NY.

**New York Life Insurance Company**

51 Madison Avenue  
New York, NY 10010

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123741 0822 SMRU 1951110 Exp. Date 09.08.2024

# WORRY LESS. ENJOY LIFE MORE.

Happify's science-based games and activities can help.



At Cigna, we're committed to helping you take control of your health - and that includes your emotional health. That's why we're partnering with Happify, a free app with science-based games and activities that are designed to help you:

- › Defeat negative thoughts
- › Gain confidence
- › Reduce stress and anxiety
- › Increase mindfulness and emotional well-being
- › Boost health and performance

## Using Happify is fun, free, quick and easy.



Answer a few simple questions

This will help determine which games and activities suit you best.



Play the games and activities

Aim for few minutes a day, 2-3 days a week. There are 60+ interactive programs available, including self-reflection activities, articles, audio content, webinars and more.



Earn points for each activity you complete

Each month, you can enter for a chance to win valuable prizes.\* Of course, the most valuable reward is building the skills that can help you improve your mood, your outlook and your health.



Keep going (and smiling)

There's always room for more. Keep at it and it will help you continue to build resilience and better emotional health.

Sign up and download the free app today at [happify.com/Cigna](https://happify.com/Cigna)\*\*

Together, all the way.®



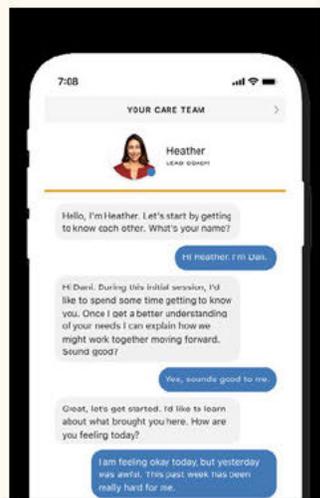
Offered by Cigna Health and Life Insurance Company or its affiliates



# Incredible mental healthcare *when you need it.*

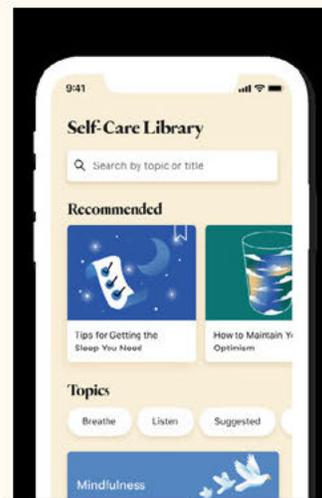
Everyone deserves access to incredible mental healthcare. That's why Ginger created the world's first integrated mental healthcare system where coaches, therapists, and psychiatrists work as a team to coordinate the best, personalized care right from your smartphone, whenever you need it. It's like a virtual clinic without the waiting room. Ginger's mental health services are in-network and accessible through your behavioral health benefits.

*All your care. All in one place.*



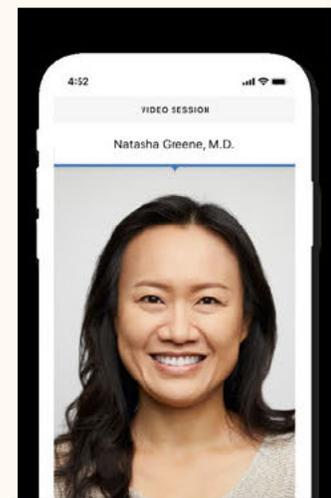
## Behavioral health coaching

You'll first chat with a behavioral health coach via text, who can help you with a range of issues, like anxiety, depression, relationships, sleep, and more. Coaches offer immediate support when you need it, and are available for scheduled appointments, too.



## Skill-building content

Our library of clinically-validated resources includes activities, articles, classes, podcasts, and more. In-app content is tailored to your needs and available anytime to help you build skills and work towards your goals.



## Therapy + psychiatry

A coach can recommend a licensed therapist or psychiatrist to be added to your care team if you need extra support. Therapy and psychiatry sessions are video-based and offer flexible hours, including evenings and weekends.

*Ready to get started?*

Visit [ginger.com/cigna](https://ginger.com/cigna) to learn more.

Download the Ginger Emotional Support app.



Questions? Email [help@ginger.com](mailto:help@ginger.com) or visit us at [ginger.com](https://ginger.com).

# Frequently Asked Questions

## *What* is Ginger?

Ginger offers confidential mental healthcare through behavioral health coaching via text-based chats, self-guided learning activities and content, and, if needed, video-based therapy and psychiatry. Support is available anytime (we're serious about 24/7/365), anywhere (we go where your phone goes), for a variety of mental health challenges you may be struggling with—all from the privacy of your smartphone.

---

## *How* do I begin chatting with a Ginger behavioral health coach?

Download the Ginger emotional support app from your smartphone. Follow the instructions sent to your email. Enter your: First name, last name, DOB and your Member ID # to verify your eligibility. Then, answer a few simple questions, and you're ready to get started! Choose to schedule an appointment with your coach at a time that works best for you, or chat right away.

---

## *What* kinds of things can a Ginger coach help me with?

With a behavioral health coach, anyone can get personalized support to help overcome life challenges and reach goals in their moment of need. Coaches can help with any issue you're struggling with such as stress, anxiety, depression, issues with work, relationships, sleep, and more.

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## Is there a *cost* for behavioral health coaching?

Yes. Access to Ginger includes 30 days of unlimited behavioral health coaching, and Ginger's self-care content library, including learning activities, for a cost similar to a doctor's office visit. Out of pocket costs are determined by your benefit plan.

# OVERCOME WHATEVER LIFE SENDS YOUR WAY

With iPrevail, an innovative program now offered through Cigna.

iPrevail is a digital therapeutics platform, designed by experienced clinicians to help you take control of the stresses of everyday life and challenges associated with life's difficult transitions.

## How does iPrevail work?

Using your computer or smartphone, start by signing up for iPrevail on [myCigna.com](https://myCigna.com).



### 1. Take an assessment

An easy intuitive process. See your results, then view what programs and support are right for you.



### 2. Start your program

Customized to meet your needs. Interactive video lessons, 1:1 coaching, support communities and online wellness activities. Engage at your own pace.



### 3. Earn rewards for getting healthier

We are invested in helping you build healthier habits and feel better. Earn points toward Amazon.com gift cards on iPrevail.\*



### 4. Health maintenance

Enroll in additional health programs. Continue connecting with coaches and other users in lively support communities.

## iPrevail helps you:

- ▶ Overcome feelings of anxiety and loneliness
- ▶ Reduce negativity and feelings of depression
- ▶ Decrease stress from relationships, work, school and daily life
- ▶ Build resilience and positivity

See the frequently asked questions on the back of this flyer.

79%

of participants saw improvement after engaging in their personalized program.\*\*

Together, all the way.®



Offered by Cigna Health and Life Insurance Company or its affiliates.

## How does the program work?

Start by signing up for iPrevail on **myCigna.com**. After completing a short quiz, you will be matched with a personalized support program.

Each week you will cover a new concept, with new social and clinical activities. You can send messages to your coach and others, day or night, 24/7.

## How frequently should I use iPrevail?

- › For peak results, iPrevail recommends you complete one level per week
- › Each level should take around 15 minutes

## Is there science behind iPrevail?

iPrevail's digital therapeutic programs were developed by health care providers. Over the years, iPrevail has conducted many clinical trials. iPrevail is designed to decrease feelings of post-traumatic stress disorder, anxiety and depression.

iPrevail was originally created to help U.S. military servicewomen and servicemen overcome trauma experienced while serving our nation.

## Why does this matter?

Your emotional health can impact your overall health and well-being. It can also affect your friends and loved ones.

With iPrevail, you can get help overcoming stress, anxiousness, loneliness and more. iPrevail provides tools and support to help you manage and control your thought patterns and emotions, with the goal of improved relationships and a happier and stronger you.



## HOW DO I GET STARTED?

Go to **myCigna.com**, Stress and Emotional Wellness page, and click on the iPrevail link.



\*Amazon.com gift card/code terms and conditions apply. Cigna is not responsible for lost or stolen gift cards/codes. Incentives may be subject to taxes. Contact a tax professional for details.  
\*\*Based on a clinical trial, Prevail Health Solutions, 2018.

Registering on and using iPrevail is subject to terms and conditions. Standard mobile phone and data usage and charges apply. iPrevail's website and mobile app are for educational purposes only. Services do not provide medical advice or treatment and are not a substitute for medical assessments, treatments and licensed medical care. Information presented by iPrevail is not to be used for self-diagnosis. Always consult with your doctor regarding treatment, testing and medical advice. Prevail Health Solutions is an independent company and is solely responsible for its products and services. Cigna makes no representations or warranties as to the quality or accuracy of the information provided on the iPrevail website or mobile app. Cigna assumes no responsibility and shall have no liability under any circumstances arising out of the use or misuse of such products.

Product availability may vary by location and plan type and is subject to change. All group health insurance policies and health benefit plans contain exclusions and limitations. For costs and details of coverage, review your plan documents.

All Cigna products and services are provided exclusively by or through operating subsidiaries of Cigna Corporation, including Cigna Health and Life Insurance Company (CHLIC), Cigna Behavioral Health, Inc., and HMO or service company subsidiaries of Cigna Health Corporation, including Cigna HealthCare of Arizona, Inc., Cigna HealthCare of California, Inc., Cigna HealthCare of Colorado, Inc., Cigna HealthCare of Connecticut, Inc., Cigna HealthCare of Florida, Inc., Cigna HealthCare of Georgia, Inc., Cigna HealthCare of Illinois, Inc., Cigna HealthCare of Indiana, Inc., Cigna HealthCare of St. Louis, Inc., Cigna HealthCare of North Carolina, Inc., Cigna HealthCare of New Jersey, Inc., Cigna HealthCare of South Carolina, Inc., Cigna HealthCare of Tennessee, Inc. (CHC-TN), and Cigna HealthCare of Texas, Inc. Policy forms: OK - HP-APP-1 et al., OR - HP-POL38 02-13, TN - HP-POL43/HC-CER1V1 et al. (CHLIC); GSA-COVER, et al. (CHC-TN). The Cigna name, logo, and other Cigna marks are owned by Cigna Intellectual Property, Inc.

# CARRIER RESOURCES

Benefit	Provider	Phone Number	Website/Email
Medical	Cigna	1 (800) 997-1654	<a href="http://www.MyCigna.com">www.MyCigna.com</a>
TELEHEALTH	MDLIVE	(888) 726-3171	<a href="http://www.MdliveforCigna.com">www.MdliveforCigna.com</a>
Health Reimbursement Account (HSA)	The Harrison Group	(610)-853-9075	<a href="http://www.theharrisongrouponline.com">www.theharrisongrouponline.com</a>
Dental	UCCI	1 (800)-332-0366	<a href="http://www.unitedconcordia.com">www.unitedconcordia.com</a>
Vision	VBA	1 (800)-432-4966	<a href="http://www.VBA.com">www.VBA.com</a>
Group Life AD&D, STD, and LTD	New York Life	1 (888) 842-4462	<a href="http://www.newyorklife.com">www.newyorklife.com</a>
Employee Assistance Program (EAP)	Comp Psych via New York Life	1 (800)-344-9752	<a href="http://www.guidanceresources.com">www.guidanceresources.com</a>
Registered Dietitian	HUSK (Formerly The Charge Group)	(610) 783-3600	<a href="http://huskwellness.com/nutrition/">Main Site huskwellness.com/nutrition/</a> <a href="#">Schedule visit</a> <a href="#">Schedule a Visit Here</a>

# IMPORTANT NOTICES

## *Women's Health & Cancer Rights Act (WHCRA)*

### **Enrollment Notice:**

As required by the Women's Health and Cancer Rights Act (WHCRA) of 1998, this plan provides coverage for:

1. All stages of reconstruction of the breast on which the mastectomy has been performed;
2. Surgery and reconstruction of the other breast to produce a symmetrical appearance; and
3. Prostheses and physical complications of mastectomy, including lymphedemas, in a manner determined in consultation with the attending physician and the patient. Such coverage may be subject to annual deductibles and coinsurance provisions as may be deemed appropriate and are consistent with those established for other benefits under the plan or coverage. Written notice of the availability of such coverage shall be delivered to the participant upon enrollment and annually thereafter. Contact Exude for more information.

### **Annual Notice:**

Do you know that your plan, as required by the Women's Health and Cancer Rights Act of 1998, provides benefits for mastectomy-related services including all stages of reconstruction and surgery to achieve symmetry between the breasts, prostheses, and complications resulting from a mastectomy, including lymphedema? Contact Exude for more information.

## *Summary of Benefits and Coverage*

Health Care Reform law requires a Summary of Benefits and Coverage (SBC) be provided for group health plans. An SBC describes the benefits and coverage of your health care plan so you can better understand your coverage. A copy of your SBC will be available on the internet via the PPI Reference Center.

## *Premium Assistance Under Medicaid and the Children's Health Insurance Program (CHIP)*

If you or your children are eligible for Medicaid or CHIP and you're eligible for health coverage from your employer, your state may have a premium assistance program that can help pay for coverage, using funds from their Medicaid or CHIP programs. Please visit the PPI Reference Center for more information.

## *Medicare Part D Notice*

21<sup>st</sup> Century Cyber Charter School has determined that the prescription coverage through Cigna is, on average expected to pay out as much as standard Medicare prescription drug coverage pays and is therefore creditable coverage. Please visit the PPI Reference Center for more information.

## *Marketplace Exchange Notice*

Please visit the PPI Reference Center for more information.

**REACH OUT TO EXUDE CLIENT CARE OR HUMAN  
RESOURCES WITH ANY BENEFIT QUESTIONS.**

**THANK YOU!**

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**AGREEMENT FOR SERVICES**  
Between  
**21<sup>st</sup> CENTURY CYBER CHARTER SCHOOL**  
And  
**CCRES**

THIS AGREEMENT, dated as of July 1, 2023, is entered into by and between 21st Century Cyber Charter School, a Pennsylvania public cyber charter school entity having an address at 1245 Wrights Lane, West Chester, PA 19380 (21CCCS); and **CCRES**, a Pennsylvania nonprofit corporation having an address at 406 Boot Road, Downingtown, PA 19335 ("CCRES").

**BACKGROUND:**

WHEREAS, 21CCCS provides educational services, instructional support services and other similar services; and

WHEREAS, CCRES is organized to provide educational services, instructional support services and other similar services on a regional basis; and

WHEREAS, 21CCCS hereby desires to engage CCRES to provide certain services to 21CCCS at the request and direction of 21CCCS, upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions set forth in this Agreement, and intending to be legally bound hereby, 21CCCS and CCRES hereby agree as follows:

1. **Term of Agreement.** The term of this Agreement (the "Term") shall commence on the date hereof and shall terminate on June 30, 2024; Notwithstanding the termination of this Agreement, certain provisions in this Agreement may survive termination.
2. **Services of CCRES.** 21CCCS hereby agrees to engage CCRES and CCRES hereby agrees to be engaged by 21CCCS, as an independent contractor to provide the services identified on Proposal from CCRES (Schedule "A") hereto (the "Services") for 21CCCS at the request or direction of 21CCCS. 21CCCS and CCRES may change the Services to be provided by CCRES or 21CCCS hereunder, from time to time, by preparing, executing and affixing a new Schedule "A" hereto, whereupon the services described on the new Schedule "A" shall be deemed to be the Services to be provided by CCRES to 21CCCS hereunder. CCRES shall timely complete all Services in a high-quality manner consistent with the requirements of this Agreement.
3. **Compensation for Services.** For and in consideration of the provision of the Services by CCRES as provided herein, 21CCCS shall pay to CCRES the fees (the "Fees") for such Services as are set forth on Schedule "B" hereto. 21CCCS and CCRES may change the Fees to be paid

by 21CCCS to CCRES for the services to be provided by CCRES hereunder, from time to time, by preparing, executing and affixing a new Schedule "B" hereto, whereupon the fees described on the new Schedule "B" shall be deemed to be the Fees to be paid by 21CCCS by CCRES hereunder, upon the 21CCCS' Board of Trustees' approval of the referenced fee increases.

- a. CCRES shall secure, renew, and remain in compliance with, and provide copies of to 21CCCS prior to services being rendered the Act 34 Pennsylvania Criminal History Background Check, Act 114 FBI Clearance, Act 126 Mandated Reporter Training, Act 151 Child Abuse Clearance, Act 168 of 2014, and any other legally required clearances and will provide documentation of compliance upon request for all hired Educational Consultants and /or CCRES employees or contractors contemplated under this Agreement. No service provider shall be permitted onto a 21CCCS facility without CCRES first providing satisfactory written evidence of each clearance listed above.
4. **Payment of Fees.** CCRES shall submit bi-weekly written invoices to 21CCCS for the Fees payable for the Services provided during the previous month. All Fees payable by 21CCCS to CCRES shall be paid by 21CCCS within thirty (30) calendar days following receipt by 21CCCS of an invoice from CCRES therefor. All invoices from CCRES to 21CCCS shall be accompanied by such time records and other documentation as shall be reasonably necessary for 21CCCS to confirm the Services provided by CCRES and the Fees payable in connection therewith, and otherwise in a form agreed by CCRES and 21CCCS. If there is a dispute concerning any invoice, 21CCCS shall withhold only the amount in dispute until the dispute is resolved.
5. **Relationship of Parties; Performance of Services.**
    - a. It is hereby understood and agreed that CCRES is, and in performing the Services under this Agreement, is acting in the capacity of, an independent contractor of 21CCCS, and that CCRES is not an agent, servant, partner, joint venture, shareholder or employee of 21CCCS. Subject to any reasonable rules and regulations established by 21CCCS with regard to the performance of Services, CCRES shall be free to exercise CCRES' discretion and judgment as to the manner in which CCRES performs the Services hereunder. CCRES hereby acknowledges that CCRES has been advised by 21CCCS that, as an independent contractor of 21CCCS under this Agreement, CCRES is responsible for the payment of all CCRES's own Federal taxes and those of its employees, including, but not limited to, income and self-employment taxes (FICA), together with any and all corresponding Federal, state and local employment and other taxes, if any, and CCRES hereby agrees to promptly satisfy such obligations. CCRES hereby waives and releases 21CCCS from any claim which CCRES has or may have against 21CCCS now or in the future respecting such taxes on behalf of CCRES and/or employees of CCRES.
    - b. Each party hereto shall advise its employees that they are not the employees of the other party hereto, and are not entitled to such employment, unless and until such employees are hired by the Board of Directors or the other party hereto and they are notified in writing to that effect. In no event shall CCRES and 21CCCS be deemed "joint

employers.” Each of the parties hereto are solely responsible to hire, assign, promote, discipline, and terminate its own employees.

- c. CCRES is responsible to hire and assign its employees or contractors to carry out the duties CCRES is contracted to perform for, or on behalf of 21CCCS under the terms of and conditions of this Agreement.
- d. All CCRES employees or contractors assigned to 21CCCS will be required to meet with the Human Resources representative or designee for a pre-placement interview subsequent to 21CCCS' receipt of all required background clearance documentation referenced in paragraph 3.b. Upon completion of the interview, 21CCCS will notify CCRES as to the approval or disapproval of the CCRES employee's or contractor's ability to work within the school.
- e. At its sole discretion, 21CCCS may, without cause or prejudice, deny placement of a CCRES employee or cause removal of a CCRES employee or contractor working at 21CCCS.
- f. 21CCCS shall not refuse to accept the assignment of any CCRES employee or contractor, and CCRES shall not refuse to hire, discipline, fire or otherwise deal with any employee or prospective employee or contractor on the basis of the employee's race, color, gender, gender identification, religion, national origin, disability that can reasonably be accommodated, or for any other illegal reason.
- g. All CCRES employees and CCRES contractors to perform services for 21CCCS under this Agreement will be required to comply with Pennsylvania Department of Education's Act 126 - Child Abuse Recognition and Reporting Act, Act 168 of 2014, and Act 22 - Special Education Services and Programs. 21CCCS shall assist in coordinating educational opportunities for CCRES employees serving within the school. Training beyond pre-service requirements must be pre-approved by 21CCCS and CCRES. 21CCCS will reimburse CCRES for the cost of additional mutually agreed upon training.
- h. CCRES will solicit the input from 21CCCS's supervising employee and incorporate said input into the annual performance evaluation for CCRES employees assigned to the school.
- i. CCRES shall be responsible to 21CCCS for acts and omissions of CCRES' employees or contractors and their respective agents and employees, and other persons and entities performing any of the Services for or on behalf of CCRES or any of its contractors. CCRES shall enforce strict discipline and good order among its employees, contractors and other persons performing the Services.
- j. Neither party has the authority or power to, and shall not represent itself to have the power to, pledge, assign, bind, waive or otherwise obligate the other party hereto or any of its officers, directors, employees, agents, representatives, members, assets, properties or rights.

- k. CCRES shall secure and pay for all permits and licenses necessary for the proper execution and completion of the Services and shall comply with and give any and all notices required by any and all applicable laws, ordinances, rules, statutes, regulations and lawful orders (collectively "Laws"), or any courts, municipal, public or other Federal, state and/or local governmental bodies, agencies or authorities (collectively, "Governmental Bodies"). CCRES shall perform the Services in strict accordance with all applicable laws.
6. **Indemnification**. To the fullest extent permitted by applicable Laws, CCRES shall and hereby agrees, for itself and its successors and assigns, to indemnify, hold harmless and, if so requested, defend 21CCCS and its employees, officers, directors, agents, representatives and their respective heirs, executors, administrators, personal representatives, successors and assigns (collectively, the "Indemnitees") from and against any and all claims, damages, losses, liabilities, suits, charges, fines, taxes, fees, penalties, orders, settlements, judgments, actions, causes for action, costs and expenses (including reasonable attorney's fees) arising out of or related to: (i) the Services, (ii) the actions or inactions of CCRES and/or its employees, contractors and agents, and (iii) the breach by CCRES or any agreement, covenant, representation or warranty in this Agreement, regardless of whether any of the foregoing is caused in part by any of the Indemnitees.
7. **Insurance**
    - a. CCRES shall purchase from and maintain with a reputable company or companies lawfully licensed and authorized to do business in the Commonwealth of Pennsylvania, upon such terms and conditions as are satisfactory to CCRES, in its sole discretion, the following policies of insurance:
      - i. comprehensive commercial liability insurance insuring against claims for damages resulting from bodily injury, sickness, disease of any person and claims for damages or injury to or destruction of property, and all other claims customarily covered under a comprehensive policy, with limits not less than One Million Dollars (\$1,000,000.00) per occurrence and subject to an aggregate limit of Three Million Dollars (\$3,000,000.00) per annum;
      - ii. worker's compensation insurance in such amounts and upon such terms as may be required under any worker's compensation, disability benefit or other similar employee benefit Laws; and
      - iii. insurance against claims of any Indemnitee pursuant to the indemnification provisions of this Agreement, subject to a limit satisfactory to CCRES in its sole discretion.
    - b. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Services until the date of final payment of the Fee. Certificates of insurance, evidencing the insurance required herein, shall be filed with 21CCCS prior to commencement of the

Services, and as otherwise requested by 21CCCS (together with a certified copy of the policy, if so requested). The certificates of insurance provided to 21CCCS hereunder shall provide that coverage afforded under the applicable policies will not be cancelled, modified or allowed to expire until at least thirty (30) days' prior written notice has been given to 21CCCS.

- c. CCRES hereby waives all rights of subrogation against the Indemnitees for damages to the extent covered by insurance maintained or required to be maintained by CCRES hereunder. All policies of insurance secured by CCRES hereunder shall include waivers of subrogation against the Indemnitees.

8. **Nondiscrimination/Sexual Harassment/American with Disabilities Act**

During the Term, CCRES hereby agrees as follows:

- a. In the hiring of any employees for the performance of any of the Services, CCRES, or any person acting on behalf of CCRES, shall not discriminate by reason of race, color, gender, gender identification, religion, national origin, disability that can reasonably be accommodated, or for any other illegal reason.
  - b. Neither CCRES, nor any person acting on behalf of CCRES, shall discriminate against or intimidate any employee involved in the performance of work or any activity required under this Agreement on account of race, color, gender, gender identification, religion, national origin, disability that can be reasonably be accommodated for any other illegal reason.
  - c. CCRES shall establish and maintain a written sexual harassment policy and shall inform its employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined. A copy of this policy and all updates thereto shall be provided to 21CCCS.
  - d. CCRES understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Agreement or from providing or receiving any Services under this Agreement on the basis of a disability that can reasonably be accommodated.
9. **Intellectual Property**. Neither 21CCCS nor CCRES shall assert any ownership rights in any of the intellectual property of the other party, their subcontractors and/or suppliers. 21CCCS hereby grants to CCRES a royalty-free, non-exclusive, non-transferable license for use of any of 21CCCS's intellectual property to the extent necessary for CCRES to provide the Services as contemplated under this Agreement.
10. **Assignment and Subcontracting**. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. CCRES shall not assign, in whole or in part, this Agreement or its rights, duties, obligations, or responsibilities hereunder without prior written consent of 21CCCS, which consent may be withheld at the sole discretion of 21CCCS. CCRES shall not subcontract with any person or entity to perform all or any part of the work

to be performed under this Agreement without prior written consent of 21CCCS, which consent may be withheld at the sole discretion of 21CCCS.

11. **Termination.** 21CCCS and CCRES shall each have the right to terminate this Agreement, for any or no reason, at any time, upon no less than ninety (90) days prior written notice thereof to the other party. Upon the delivery of written notice of termination by either party, CCRES shall promptly cease performance of the Services except for those Services reasonably required to transition responsibility for said Services over to 21CCCS, and shall provide an accounting thereof through the termination date.

12. **Dispute Resolution.** All disputes under this Agreement shall be addressed pursuant to the following procedures unless specifically stated otherwise:

- a. A party shall give written notice of the dispute and a request that the other party cure the disputed event within ten (10) business days of such party's receipt of such notice. Such notice shall specify the nature of the disputed event or default. If, within the foregoing ten (10) business day period, the recipient of the notice notifies the party providing the notice that it has commenced and will diligently prosecute the cure of such disputed event or default, and in fact continues with due diligence to cure the disputed event or default, then the cure period shall be extended for a reasonable period of time to cure the disputed event or default.
- b. If a disputed event or default is not cured in accordance with Subsection 12.a. above, then the parties shall convene a mediation panel within twenty-eight (28) days following the lapse of the cure period provided for therein. The panel shall be composed of a representative of each party and, upon the demand of either one, a mutually-acceptable third person. In the event of a party's failure to agree to any proposed third person within fourteen (14) days of a written proposal, the two (2) mediators shall select the third mediator. The decision of the mediators shall issue within sixty (60) days following appointment of the full panel of mediators, unless otherwise agreed to by all mediators, which decision shall be advisory only and shall be non-binding on the parties. Each party shall bear its own costs, fees and expenses of the mediation, and the fees of the mediators shall be split equally by the parties hereto.
- c. Failing a satisfactory resolution of the mediation, either party may, after seven (7) days following the decision of the mediators, and as the sole remedy of the aggrieved party, commence litigation of the dispute, which shall be conducted pursuant to the commercial dispute resolutions rules of the American Arbitration Association. The decision of the arbitrators shall be final and binding on all parties and shall be deemed to be a final adjudication which is enforceable in the courts of the Commonwealth of Pennsylvania.

13. **Miscellaneous**

- a. The prior-referenced Schedule A and Schedule B are hereby incorporated herein by this reference and shall be deemed to be a part of this Agreement as if they physically appeared within in.

- b. Unless otherwise provided herein, any notice to be given hereunder by any party to the other shall be in writing and effective when delivered personally or by certified mail, postage prepaid, return receipt requested or overnight courier or confirmed facsimile transaction, addressed to the address for such party set forth above, or to such other place and with such other copies as either party may designate as to itself by written notice to the others listed above.
- c. This Agreement shall be construed, interpreted and the rights of the parties determined in accordance with and governed by the applicable Laws of the Commonwealth of Pennsylvania, without regard to conflicts of laws principles. It is expressly agreed and stipulated that this Agreement is deemed to have been made in Chester County, Pennsylvania. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of this Agreement may be brought against either of the parties solely in the courts of the Commonwealth of Pennsylvania in and for the County of Chester. The parties hereto consent and hereby submit to jurisdiction of said courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue therein: provided, however, that 21CCCS may commence suit in any other forum if necessary, to protect or enforce its rights hereunder. Process in any action or proceeding referred to in the preceding sentence may be served on any party, by certified mail in lieu of personal service.
- d. This Agreement, together with Schedule A and Schedule B attached, constitutes the entire Agreement among parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the party or parties to be bound thereby.
- e. This Agreement is for the benefit of, and may be enforced only by the parties hereto and their respective affiliates, and is not for the benefit of, and may not be enforced by, any other party, except the Indemnitees or as otherwise expressly provided herein.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- g. In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument.
- h. The headings of the Sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

- i. All costs and expenses incurred in connection with negotiation, preparation, execution, delivery, performance and enforcement of this Agreement and consummation of the transactions contemplated hereby shall be borne and paid by the party incurring such expenses.
- j. The rights and remedies of the parties to this Agreement are cumulative and not exclusive of any rights or remedies which the parties would otherwise have. No single or partial exercise of any such right or remedy by a party, and no discontinuation of steps to enforce any such right or remedy, shall preclude any further exercise thereof or of any other right or remedy of such party.
- k. All covenants and agreements of the parties set forth herein shall continue in full force and effect from and after the date hereof until such date as all of such covenants and agreements have been satisfied in full or waived, or this Agreement has otherwise been terminated, except for such covenants and agreements as survive such termination by their own terms.
- l. CCRES agrees to maintain the confidentiality of all 21CCCS student and family data and records.
- m. CCRES warrants that its employees and contractors engaged to perform the Services for 21CCCS contemplated in this Agreement possess the skills, qualifications, experience, licenses, certifications, and clearances necessary to perform the Services under this Agreement.
- n. In the event of a 21CCCS and/or CCRES business closure and/or interruption of operations after the effective date of this Agreement, preventing CCRES from providing or completing the services under this Agreement, and/or preventing 21CCCS from fulfilling its obligations under this Agreement because of a force majeure event including but not limited to any fire, act of God, hurricane, war, governmental action, state mandated school closure, act of terrorism, epidemic, pandemic, or any other event beyond the control of CCRES and/or 21CCCS, the duties and obligations of the parties hereunder, including 21CCCS's payment obligations, shall be suspended until such time as 21CCCS and/or CCRES may safely resume the services and/or obligations required hereunder in compliance with applicable law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, intending to be legally bound, as of the day and year first above written.

**CCRES**

DocuSigned by:  
  
By: \_\_\_\_\_  
12FCAD7E63CA4E8...  
CCRES Executive Director

Date: 3/13/2023

DocuSigned by:  
  
By: \_\_\_\_\_  
E45F20B943AD413...  
CCRES Board Chairperson

Date: 3/20/2023

**21CCCS**

By: \_\_\_\_\_  
21CCCS Board President - Peter Mango

Date: April 11, 2023

By: \_\_\_\_\_  
21CCCS Board Secretary - Lisa Iozzi

Date: April 11, 2023

## Schedule "A"

### SERVICES

1. CCRES will staff the 21CCCS Program, including special education programs, with such service providers as shall be necessary to provide appropriate service to 21CCCS and clients of 21CCCS. The service providers to be provided by CCRES include:
  - a. Instructional Assistant
  - b. Administrative Support
  - c. Teaching Assistant
  - d. Educational Consultant
  
2. In addition to the other duties and responsibilities of CCRES as set forth herein, it is agreed by the parties that CCRES, as the common law employer, will provide appropriate human resources and management services with respect to its employees or contractors assigned to staff the 21CCCS. These services shall include, without limitation, recruitment, interviewing, paying, supervising (subject to the school's right under this Agreement to reject specific service providers), and training as required and mutually agreed upon.

**Schedule "B"**

**FEES**

1. For the 2023-2024 school year, the fees to be remitted to CCRES by 21CCCS for staffing 21CCCS, including special education programs, shall consist of hourly rates per hours of service performed by respective employees and consultants, including:

<u>Employee/Consultant Position</u>	<u>Hourly Fee</u>
Instructional Assistant	\$25.31
Administrative Support	\$24.67
Teaching Assistant	\$27.26
Educational Consultant	Mutually acceptable rate plus a 10% Markup



## Policy certificate

### Insurance effected through the Coverholder:

CFC Underwriting Limited  
85 Gracechurch Street  
London EC3V 0AA  
United Kingdom

### PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY.

This Certificate is issued by the Coverholder in accordance with the authorization granted to the Coverholder under the Binding Authority Agreement with the Unique Market Reference stated within this Policy. This Policy comprises a Certificate, the Declarations page, Wording and all other provisions and conditions attached and any endorsements issued.

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this Policy.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

In Witness whereof this Certificate has been signed by:

A handwritten signature in black ink, appearing to read 'ARH', followed by a wavy line.

Authorized Official

**Please examine this document carefully.** If it does not meet your needs, please contact your broker immediately. In all communications the policy number appearing overleaf should be quoted.



## DECLARATIONS

POLICY NUMBER:	ESM0539694473
UNIQUE MARKET REFERENCES:	B087523C9N5047
THE INSURED:	21st Century Cyber Charter School
ADDRESS:	1245 Wrights Lane West Chester, PA 19380 US
THE UNDERWRITERS:	Underwritten by certain underwriters at Lloyd's and other insurers
THE INCEPTION DATE:	00:01 Local Standard Time on 01 Jul 2023
THE EXPIRY DATE:	00:01 Local Standard Time on 01 Jul 2024
TOTAL PAYABLE:	USD19,255.00 + \$300.00 WSI Service Fee
Broken down as follows:	
Premium:	USD18,755.00
Policy Administration Fee:	USD500.00
TRIA:	USD0.00
BUSINESS OPERATIONS:	School
CHOICE OF LAW:	Pennsylvania
SERVICE OF SUIT:	Mendes & Mount LLP 750 7th Avenue New York, NY 10019
LEGAL ACTION:	Worldwide
TERRITORIAL SCOPE:	Worldwide
US CLASSIFICATION:	Surplus Lines
REPUTATIONAL HARM PERIOD:	12 months
INDEMNITY PERIOD:	12 months
WAITING PERIOD:	8 hours
RETROACTIVE DATE:	Unlimited
OPTIONAL EXTENDED REPORTING PERIOD:	12 months for 100% of applicable annualized premium
APPROVED CLAIMS PANEL PROVIDERS:	CFC Response
CYBER INCIDENT MANAGER:	CFC Underwriting Limited
CYBER INCIDENT RESPONSE LINE:	In the event of an actual or suspected cyber incident please call our Cyber Incident Response Team on the toll free 24-hour hotline number: 1 844-677-4155 or email <a href="mailto:cyberclaims@cfc.com">cyberclaims@cfc.com</a>
WORDING:	Cyber, Private Enterprise (US) v3.1
ENDORSEMENTS:	Complaints Notice (USA)



Subjectivity Condition Clause  
Educational Organization Special Amendatory Clause  
Policyholder Disclosure Notice Of Terrorism Insurance  
Coverage

The insurer which has issued this insurance is not licensed by the Pennsylvania Insurance Department and is subject to limited regulation.

This insurance is NOT covered by the Pennsylvania Property and Casualty Insurance Guaranty Association.

Placed by: Willis Towers Watson Northeast, Inc.

200 North Warner Road  
Floor 3, Suite 300  
King of Prussia, PA 19406



## DECLARATIONS

### INSURING CLAUSE 1: CYBER INCIDENT RESPONSE

#### SECTION A: INCIDENT RESPONSE COSTS

Limit of liability:	USD2,000,000	each and every claim
Deductible:	USD0	each and every claim

#### SECTION B: LEGAL AND REGULATORY COSTS

Limit of liability:	USD2,000,000	each and every claim
Deductible:	USD15,000	each and every claim

#### SECTION C: IT SECURITY AND FORENSIC COSTS

Limit of liability:	USD2,000,000	each and every claim
Deductible:	USD15,000	each and every claim

#### SECTION D: CRISIS COMMUNICATION COSTS

Limit of liability:	USD2,000,000	each and every claim
Deductible:	USD15,000	each and every claim

#### SECTION E: PRIVACY BREACH MANAGEMENT COSTS

Limit of liability:	USD2,000,000	each and every claim
Deductible:	USD15,000	each and every claim

#### SECTION F: THIRD PARTY PRIVACY BREACH MANAGEMENT COSTS

Limit of liability:	USD2,000,000	each and every claim
Deductible:	USD15,000	each and every claim

#### SECTION G: POST BREACH REMEDIATION COSTS

Limit of liability:	USD50,000	each and every claim, subject to a maximum of 10% of all sums we have paid as a direct result of the <b>cyber event</b>
Deductible:	USD0	each and every claim



## INSURING CLAUSE 2: CYBER CRIME

### SECTION A: FUNDS TRANSFER FRAUD

Limit of liability:	USD250,000	each and every claim
Deductible:	USD15,000	each and every claim

### SECTION B: THEFT OF FUNDS HELD IN ESCROW

Limit of liability:	USD250,000	each and every claim
Deductible:	USD15,000	each and every claim

### SECTION C: THEFT OF PERSONAL FUNDS

Limit of liability:	USD250,000	each and every claim
Deductible:	USD15,000	each and every claim

### SECTION D: EXTORTION

Limit of liability:	USD2,000,000	each and every claim
Deductible:	USD15,000	each and every claim

### SECTION E: CORPORATE IDENTITY THEFT

Limit of liability:	USD250,000	each and every claim
Deductible:	USD15,000	each and every claim

### SECTION F: TELEPHONE HACKING

Limit of liability:	USD250,000	each and every claim
Deductible:	USD15,000	each and every claim

### SECTION G: PUSH PAYMENT FRAUD

Limit of liability:	USD50,000	each and every claim
Deductible:	USD15,000	each and every claim

### SECTION H: UNAUTHORIZED USE OF COMPUTER RESOURCES

Limit of liability:	USD250,000	each and every claim
Deductible:	USD15,000	each and every claim



### INSURING CLAUSE 3: SYSTEM DAMAGE AND BUSINESS INTERRUPTION

#### SECTION A: SYSTEM DAMAGE AND RECTIFICATION COSTS

Limit of liability:	USD2,000,000	each and every claim
Deductible:	USD15,000	each and every claim

#### SECTION B: INCOME LOSS AND EXTRA EXPENSE

Limit of liability:	USD2,000,000	each and every claim, sub-limited to USD1,000,000 in respect of <b>system failure</b>
Deductible:	USD15,000	each and every claim

#### SECTION C: ADDITIONAL EXTRA EXPENSE

Limit of liability:	USD100,000	each and every claim
Deductible:	USD15,000	each and every claim

#### SECTION D: DEPENDENT BUSINESS INTERRUPTION

Limit of liability:	USD2,000,000	each and every claim, sub-limited to USD1,000,000 in respect of <b>system failure</b>
Deductible:	USD15,000	each and every claim

#### SECTION E: CONSEQUENTIAL REPUTATIONAL HARM

Limit of liability:	USD2,000,000	each and every claim
Deductible:	USD15,000	each and every claim

#### SECTION F: CLAIM PREPARATION COSTS

Limit of liability:	USD25,000	each and every claim
Deductible:	USD0	each and every claim

#### SECTION G: HARDWARE REPLACEMENT COSTS

Limit of liability:	USD2,000,000	each and every claim
Deductible:	USD15,000	each and every claim



## INSURING CLAUSE 4: NETWORK SECURITY & PRIVACY LIABILITY

### SECTION A: NETWORK SECURITY LIABILITY

Aggregate limit of liability:	USD2,000,000	in the aggregate, including <b>costs and expenses</b>
Deductible:	USD15,000	each and every claim, including <b>costs and expenses</b>

### SECTION B: PRIVACY LIABILITY

Aggregate limit of liability:	USD2,000,000	in the aggregate, including <b>costs and expenses</b>
Deductible:	USD15,000	each and every claim, including <b>costs and expenses</b>

### SECTION C: MANAGEMENT LIABILITY

Aggregate limit of liability:	USD2,000,000	in the aggregate, including <b>costs and expenses</b>
Deductible:	USD15,000	each and every claim, including <b>costs and expenses</b>

### SECTION D: REGULATORY FINES

Aggregate limit of liability:	USD2,000,000	in the aggregate, including <b>costs and expenses</b>
Deductible:	USD15,000	each and every claim, including <b>costs and expenses</b>

### SECTION E: PCI FINES, PENALTIES AND ASSESSMENTS

Aggregate limit of liability:	USD2,000,000	in the aggregate, including <b>costs and expenses</b>
Deductible:	USD15,000	each and every claim, including <b>costs and expenses</b>

## INSURING CLAUSE 5: MEDIA LIABILITY

### SECTION A: DEFAMATION

Aggregate limit of liability:	USD2,000,000	in the aggregate, including <b>costs and expenses</b>
Deductible:	USD15,000	each and every claim, including <b>costs and expenses</b>

### SECTION B: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

Aggregate limit of liability:	USD2,000,000	in the aggregate, including <b>costs and expenses</b>
Deductible:	USD15,000	each and every claim, including <b>costs and expenses</b>

## INSURING CLAUSE 6: TECHNOLOGY ERRORS AND OMISSIONS

NO COVER GIVEN



## INSURING CLAUSE 7: COURT ATTENDANCE COSTS

Aggregate limit of liability: USD100,000 in the aggregate

Deductible: USD0 each and every claim



## OUR REGULATORY STATUS

CFC Underwriting Limited is authorised and regulated by the United Kingdom Financial Conduct Authority (FCA). CFC Underwriting Limited's Firm Reference Number at the FCA is 312848. These details may be checked by visiting the Financial Conduct Authority website at <https://register.fca.org.uk/>. Alternatively, the Financial Conduct Authority may be contacted on +44 (0)20 7066 1000.

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations to you in respect of insurance policies that we have underwritten on behalf of insurers. This depends on the type of business and the circumstances of the claim. In respect of general insurance business the FSCS will cover 90% of the claim, without any upper limit and for compulsory classes of insurance, the FSCS will cover 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

## HOW TO COMPLAIN - USA

We intend to provide an excellent service to you. However, we recognize that there may be occasions when you feel that this has not been achieved. If you are unhappy with any aspect of the service that you receive from us, please contact your insurance broker in the first instance, stating the nature of your complaint, the certificate and/or claim number.

Alternatively, you can contact us directly at [complaints@cfc.com](mailto:complaints@cfc.com) or please write to:

Chief Executive Officer  
CFC Underwriting Limited  
85 Gracechurch Street  
London EC3V 0AA  
United Kingdom

If you remain dissatisfied after we have considered your complaint and provided our response, you may have the right to refer your complaint to the Department of Insurance in your State for review.

**You will be provided with further information about your complaint escalation rights to the Department of Insurance in your State by us on receipt of your complaint.**

The existence of this complaints procedure does not affect your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.



## DATA PROTECTION NOTICE

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations. Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

The information we collect and use includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

We will process individual insured's details, as well as any other personal information you provide to us in respect of your insurance cover, in accordance with our privacy notice and applicable data protection laws.

To enable us to use individual insured's details in accordance with applicable data protection laws, we need you to provide those individuals with certain information about how we will use their details in connection with your insurance cover.

You agree to provide to each individual insured this notice, on or before the date that the individual becomes an individual insured under your insurance cover or, if earlier, the date that you first provide information about the individual to us.

We are committed to using only the personal information we need to provide you with your insurance cover. To help us achieve this, you should only provide to us information about individual insureds that we ask for from time to time.

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice, please contact us directly at [dataprotection@cfc.com](mailto:dataprotection@cfc.com).

For more information about how we use your personal information please see our full privacy notice, which is available online on our website at:

<http://www.cfc.com/privacy>



## SUBJECTIVITY CONDITION CLAUSE

ATTACHING TO POLICY NUMBER: ESM0539694473

THE INSURED: 21st Century Cyber Charter School  
WITH EFFECT FROM: 01 Jul 2023

It is understood and agreed that the following **CONDITION** is added to this Policy:

### Subjectivities

The cover provided by this Policy is conditional upon **you** providing **us** with some additional information as detailed in the table below together with the dates by which **we** must have received this information.

Additional information:	Due date:
Satisfactory confirmation that you have downloaded & registered our incident response mobile app, details of which can be found with your policy documents.	31 Jul 2023

Upon receiving this additional information **we** reserve the right to change the terms or conditions of this Policy, including amending the premium, or to issue notice of cancellation in accordance with the "Cancellation" **CONDITION**.

If **we** change the terms or conditions of this Policy, this constitutes a counteroffer which **you** may accept or decline. If **you** decline **our** counteroffer **we** will issue notice of cancellation in accordance with the "Cancellation" **CONDITION**.

If the additional information is not received by the due dates shown in the table above **we** may, at **your** request, consider extending the due dates or **we** may issue a notice of cancellation in accordance with the "Cancellation" **CONDITION**.

**SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY**



## EDUCATIONAL ORGANIZATION SPECIAL AMENDATORY CLAUSE

ATTACHING TO POLICY ESM0539694473  
NUMBER:

THE INSURED: 21st Century Cyber Charter School  
WITH EFFECT FROM: 01 Jul 2023

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

1. The "Company" DEFINITION is deleted in its entirety and replaced with the following:

"Company" means the educational organization named as the Insured in the Declarations page or any subsidiary.

2. The "Senior executive officer" DEFINITION is deleted in its entirety and replaced with the following:

"Senior executive officer" means board members, trustees, C-level executives, in-house lawyers and risk managers of the company.

3. The "Subsidiary" DEFINITION is deleted in its entirety and replaced with the following:

"Subsidiary" means any entity, student body or parent teacher organization of which the company stated as the Insured in the Declarations page has majority ownership or control on or before the inception date.

4. The "Employee" DEFINITION is deleted in its entirety and replaced with the following:

"Employee" means any employee, volunteer, contract employee, teacher, student teacher, student intern, teaching assistant or any member of any committee, of the company, other than a senior executive officer.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY



## POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

ATTACHING TO POLICY NUMBER: ESM0539694473

THE INSURED: 21st Century Cyber Charter School  
WITH EFFECT FROM: 01 Jul 2023

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term “act of terrorism” means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. 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 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 exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is USD0.00 and does not include any charges for the portion of losses covered by the United States government under the Act.

**SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY**

The insurer which has issued this insurance is not licensed by the Pennsylvania Insurance Department and is subject to limited regulation. This insurance is not covered by the Pennsylvania Property and Casualty Insurance Guaranty Association.

Stamping Fee: \$20.00

## SURPLUS LINES TAX FILING NOTICE

POLICY NUMBER: ESM0539694473  
THE INSURED: 21st Century Cyber Charter School  
INCEPTION DATE: 01 Jul 2023

## SURPLUS LINES BROKER

-  
Kevin C Beer  
License number 895916  
900 Stewart Ave Ste 600  
Garden City  
NY 11530-4869

## INFORMATION FOR BROKERS

For Surplus Lines Taxes filing purposes, stated below is the premium allocated to the insuring clauses purchased and the mix of insurers providing the security.

## CONTRACT NUMBERS AND CORRESPONDING LIST OF INSURERS

Coverage: Cyber & Privacy, Cyber Crime  
Premium: USD18755.00  
UMR: B087523C9N5047, of which the insurers are:

Lloyd's syndicates:

One Lime Street, London EC3M 7HA, UK		
AMA 1200	0.750000%	USD140.66
AES 1225	0.750000%	USD140.68
ACS 1856	1.000000%	USD187.55
ARG 2121	1.000000%	USD187.55
XLC 2003	1.500000%	USD281.32
EVE 2786	1.750000%	USD328.21
QPS 5555	3.500000%	USD656.42
CNP 4444	3.750000%	USD703.31
MKL 3000	4.000000%	USD750.20
AWH 2232	15.500000%	USD2907.02
AXS 1686	1.500000%	USD281.32
CFC 1988	26.500000%	USD4970.08

Other insurers:

HDI Global Specialty SE	3.000000%	USD562.65	Podbielskistraße 396, Hannover, 30659, DE
Zurich Insurance Company	17.000000%	USD3188.35	Mythenquai 2, Zurich, 8002, CH

Ltd

Axis Specialty Europe SE

18.500000%

USD3469.68

Herbert Court, Mount Street Upper,  
Dublin, IE



## **Education Insurance Binder**

*Prepared for*

**21st Century Cyber Charter School**

*Presented by:*

**Willis Towers Watson Northeast, Inc.**

**Policy Term:** 07/01/2023 - 07/01/2024

**Bound Date:** 07/07/2023

**Expires:** 07/31/2023

Partnership beyond the policy.™

## Commercial Property Coverage

American Southern Home Insurance Company - "A+" (XV) AM Best Rating

	<b>Limit</b>	<b>Deductible</b>	<b>Premium</b>
Blanket Limit @ 90%	\$9,090,005	\$1,000	\$11,960
Real Property	\$8,463,393		
Personal Property	\$1,636,613		
Wind/Hail Deductible		\$1,000	
Valuation	Replacement Cost Agreed Value		
Loss of Income	\$300,000		Included
Extra Expense	\$300,000		Included
Equipment Breakdown	\$10,100,006	\$1,000	\$586
Honor Roll Elite Property Enhancement	Per Form	\$1,000	\$542
TRIA			\$0
		<b>Property Premium</b>	<b>\$13,088</b>

Flood coverage is not offered for buildings in Special Flood Hazard Area identified by the United States Federal Emergency Management Agency (FEMA) which include Flood Zones A, AE, AH, AO, A1-A30, AR, A99, V, VE or V1-V30.  
The summary limits and deductibles vary by location. A statement of values can be available upon request.

Partnership beyond the policy.™

## Commercial Inland Marine Coverage

American Southern Home Insurance Company - "A+" (XV) AM Best Rating

	<b>Limit</b>	<b>Deductible</b>	<b>Premium</b>
Scheduled Equipment	\$2,273,000	\$2,500	\$5,274
	<b>Inland Marine Premium</b>		<b>\$5,274</b>

Partnership beyond the policy.™

## Commercial General Liability Coverage

American Southern Home Insurance Company - "A+" (XV) AM Best Rating

	<b>Limit</b>	<b>Deductible</b>	<b>Premium</b>
Each Occurrence	\$1,000,000	\$0	\$19,285
Damage to Premises Rented to You Limit	\$1,000,000		
Medical Expense Limit	\$10,000		
Personal and Advertising Injury Limit	\$1,000,000		
General Aggregate Limit	\$3,000,000		
Products/Completed Operations Aggregate Limit	\$3,000,000		
Abuse or Molestation Liability	\$1,000,000/\$2,000,000		\$6,393
Special Supplementary Payment	\$10,000		
Abuse or Molestation Alleged Participant	\$500,000/\$1,000,000		
Employee Benefits Liability (Claims-Made)*		\$0	\$148
EBL Retro Date	07/01/2017		
EBL Each Employee	\$1,000,000		
EBL Annual Aggregate	\$2,000,000		
Crisis Management and Public Relations Expense - Aggregate	\$300,000		\$176
Crisis Management Expense - Each Crisis Event	\$300,000		
Public Relations Expense Resulting From Adverse Event - Each Crisis Event	\$50,000		
Public Relations Expense Resulting From Adverse Event - Each Adverse Event	\$25,000	\$2,500	
Counseling Professional Liability Coverage	\$1,000,000/\$2,000,000		\$74
Honor Roll Elite General Liability Enhancement	Per Form	Per Form	\$212
TRIA			\$0
			<b>\$26,288</b>

**Notes:**

\*Please refer to the applicable policy form details regarding the terms of any available extended reporting period.



Partnership beyond the policy.™

## Premium Summary

Line of Coverage	Premium
Package	
Commercial Property	\$13,088.00
Commercial Inland Marine	\$5,274.00
Commercial General Liability	\$26,288.00
Commercial Crime	\$1,515.00
Package Total	\$46,165.00
Commercial Auto	\$8,726.00
Excess Liability	\$14,499.00
Account Subtotal	\$69,390.00
Surcharge/Fee Total	\$0.00
<b>Account Total</b>	<b>\$69,390.00</b>

Lines of Coverage	Policy Number	Carrier	Commission
Package	7NA6CP0001277-01	American Southern Home Insurance Company	<b>15.00%</b>
Commercial Auto	7NA5CA0000395-02	American Family Home Insurance Company	<b>15.00%</b>
Excess Liability	7NA5FF0000398-02	American Family Home Insurance Company	<b>15.00%</b>

### Insuring Conditions

- Renewal Employers Liability Dec for underlying schedule
- Most recent audited financial statement

06/30/2023

21st Century Cyber Charter School  
1245 Wrights Lane  
West Chester, PA 19380-4227

Dear Valued Policyholder:

Thank you for choosing Eastern Alliance Insurance Group as your workers' compensation partner. You've entrusted Eastern to carefully and responsibly manage both the care of your injured workers and your investment in your workers' compensation program; in turn, we're committed to working with you and your agent to produce better outcomes for your organization and your workers.

Enclosed you will find important information on a variety of topics related to workers' compensation, including:

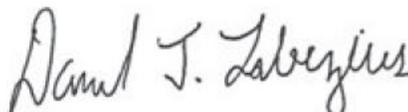
- Policy coverage documents, including your declaration page with your policy number, and your premium payment schedule
- Claim packet, featuring:
  - Claim reporting procedures—toll-free or online 24/7
  - Claim reporting worksheet to help you gather data necessary to report a claim
  - Introduction to **ecovery**®, Eastern's exclusive program to help return injured workers to wellness and productivity by using work as a therapeutic tool
  - Details on Eastern's Pharmacy Card Program
  - Overview of subrogation and workers' compensation fraud prevention
- Registration instructions for [www.easternalliance.com](http://www.easternalliance.com): access risk management tools, safety videos, **ecovery** resources, and our Payment Center; and, file your claims online 24/7 and learn how to manage them. The policy information necessary to register online is included in these instructions.

If you have questions or would like to discuss your workers' compensation program, please feel free to contact your Eastern service team at any time.

Thank you for the opportunity to serve you. We will constantly strive to provide fresh outlooks and better outcomes to earn your continued confidence.



Cynthia H. Sklar  
Senior Vice President, Underwriting &  
Risk Management



Daniel T. Labezius  
Senior Vice President, Claims & Medical Care Management



# Workers' Compensation Fraud

Everyone pays for Workers' Compensation Fraud Including YOU!

- IT COSTS JOBS
- IT CAUSES HIGHER PRICES
- IT AFFECTS YOU, YOUR FAMILY, FRIENDS, AND NEIGHBORS

IF YOU HAVE ANY INFORMATION  
THAT COULD ASSIST US IN STOPPING  
WORKERS' COMPENSATION FRAUD,  
DO THE RIGHT THING...

fresh outlooks.  
**eastern  
ALLIANCE**  
better outcomes.®

**CALL 1-855-533-3444**

**OR**

**EMAIL: [STOPFRAUD@EAINS.COM](mailto:STOPFRAUD@EAINS.COM)**

ProAssurance Corporation and its affiliate companies (collectively, “ProAssurance” or “we”) have adopted this Privacy Policy effective August 3, 2018.

ProAssurance recognizes the confidence you place in us when sharing your personal information, and we respect and will protect your privacy. We are committed to protecting the security and confidentiality of your nonpublic personal information by maintaining appropriate safeguards in our data systems to prevent unauthorized access to your information.

## **TYPES OF INFORMATION WE COLLECT**

ProAssurance obtains personal information about its customers (including individuals who submit applications for coverage) in the normal course of conducting its business. This information may include names, postal and electronic addresses, telephone numbers, Social Security numbers, taxpayer identification numbers and professional licensing numbers. This information may be obtained from applications and other forms submitted by you, or an agent or broker on your behalf, from licensing or regulatory entities, or from defending claims in which you are a party. or from peer review documents. Additionally, information about you may also be obtained from your activity on our website.

### **Cookies and Tracking Technologies**

Our website uses cookies and other tracking technologies to help us keep track of your visit(s), your activity on our website, and to verify your identity through our use of multifactor authentication to protect your security. We do not store any nonpublic personal information on the cookie, and the cookies are deleted after their use.

## **HOW WE USE, SHARE AND PROTECT YOUR INFORMATION**

We restrict access to your personal information to those employees or third parties who require the information to provide products or services you expect from a leader in the professional liability and worker’s compensation insurance industry. We will not disclose personal information to any non-affiliated third parties without your prior authorization, except as necessary to conduct our business or as permitted or required by law. ProAssurance will not disclose your personal information for promotional purposes, and we will not sell, trade or rent your information to third parties. Information that we obtain about your activity on our website is used to improve your user experience or for servicing a request.

We follow generally accepted industry standards to protect the personal information you submit to us, both during transmission and once we receive it. No method of transmission over the internet is 100% secure. Therefore, we cannot guarantee its absolute security. If you have questions about security on our website, you can contact us.

## **RETENTION OF DATA**

We retain personal information when we have an ongoing legitimate business purpose or are legally required to do so. Our retention period depends upon the type of data involved. If we no longer have a legitimate business need to retain your data, we will either delete or anonymize it, or if that is not possible, we will isolate your data until deletion is possible.

## **COMPLIANCE WITH THE GENERAL DATA PROTECTION REGULATION**

ProAssurance is a U.S. based company. However, due to the global nature of our business, we are aware that under the European Union’s General Data Protection Regulation (GDPR), individuals in the European Economic Area (EEA) have a number of rights in connection with their personal data. These rights only apply in certain circumstances and are subject to certain exception. The rights include the following:

1. **Right to Withdraw Consent.** You have the right to notify ProAssurance that you no longer want us to process or use your personal data. You can do that by contacting ProAssurance via email or the mailing address below.
2. **Right to Data Portability.** You have the right to obtain a copy of your Personal Data stored and processed by ProAssurance and direct ProAssurance to transfer your personal data to another controller via an electronically suitable format.
3. **Right to Erasure/Right to be Forgotten.** You have the right to request that any of your Personal Data being stored or processed by ProAssurance is deleted from our records. However, while we can delete your Personal Data from our current records, copies of your data may be stored in ProAssurance's inactive and archived records and will be deleted in accordance with our then-current document management policy. In some cases, your Personal Data may be continued to be stored in archived records of transactions of activities where ProAssurance is required by law to retain such records.
4. **Right to Restriction of Processing.** You may request that ProAssurance restrict the processing of your Personal Data. In such case, this may affect your ability to use or navigate our website.

If you have a question about exercising these rights or a question about our Privacy Policy, please contact us at

[PrivacyPolicy@ProAssurance.com](mailto:PrivacyPolicy@ProAssurance.com)

100 Brookwood Place, Suite 300  
Birmingham, AL 35209

The Pennsylvania Bureau of Workers' Compensation requires that the following information be provided to every employee at the time of hire and immediately after the injury, or as soon thereafter as possible under the circumstances of the injury. If the employee's injuries are so severe that emergency care is required, the information shall be given as soon after the occurrence of the injury as is practicable. The information must be printed on paper no smaller than 8 1/2 × 11 inches and in font no smaller than 11 point.

## **Workers' Compensation Information**

- (1) The workers' compensation law provides wage loss and medical benefits to employees who cannot work, or who need medical care, because of a work-related injury.
- (2) Benefits are required to be paid by your employer when self-insured, or through insurance provided by your employer. Your employer is required to post the name of the company responsible for paying workers' compensation benefits at its primary place of business and at its sites of employment in a prominent and easily accessible place, including, without limitation, areas used for the treatment of injured employees or for the administration of first aid.
- (3) You should report immediately any injury or work related illness to your employer.
- (4) Your benefits could be delayed or denied if you do not notify your employer immediately.
- (5) If your claim is denied by your employer, you have the right to request a hearing before a workers' compensation judge.
- (6) The Bureau of Workers' Compensation cannot provide legal advice. However, you may contact the Bureau of Workers' Compensation for additional general information at:

Bureau of Workers' Compensation  
1171 South Cameron Street, Room 103  
Harrisburg, Pennsylvania 17104-2501  
Telephone number within Pennsylvania: (800) 482-2383  
Telephone number outside of this Commonwealth: (717) 772-4447  
TTY (800) 362-4228 (for hearing and speech impaired only)  
[www.state.pa.us](http://www.state.pa.us), PA Keyword: workers comp.

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[www.state.pa.us](http://www.state.pa.us), PA Keyword: workers comp.

## **Additional State Posting Notices Available**

The following states have posting notices that require special printing consideration:

Florida  
Iowa  
Maine  
Maryland

As a courtesy to our policyholders, we have made instructions and printable templates available on our website at <https://www.easternalliance.com/resources/posting-notices>. If you are unable to print the Posting Notices, please use the request form on the website to order printed copies from Eastern Alliance Insurance Group. You will need to log-in to the website in order to complete the request form; for details on how to create a user account on <https://www.easternalliance.com/>, please refer to the website registration instructions included with this policy packet.

Please display these Posting Notices in a conspicuous location in your workplace, with all required fields completed as required by state law. These Posting Notices must be posted at all work locations.

## EMPLOYEE ACKNOWLEDGEMENT OF RIGHTS AND DUTIES

Workers' Compensation is designed to provide wage loss benefits and payment for reasonable medical care for one who is injured on the job.

**Remember: It is important to tell your employer about your injury immediately.**

Your employer, in compliance with the Workers' Compensation Act, has posted a list of at least six (6) medical providers from which you must select. You must obtain treatment from one or more of these providers for ninety (90) days from the date of your first visit.

If you have a medical emergency, you may go to the closest hospital, physician or other health care provider of your choice. If follow up treatment is needed, you must then seek treatment from a physician or other health care provider listed on your employer's physician panel list for the first ninety (90) days from the date of your first treatment.

If during the initial 90-day period you wish to change medical providers, you must once again re-visit your employer's panel and select a new physician. If you seek treatment from a non-panel provider within the first ninety (90) days following your first visit, your employer will not have to pay for those services.

In the event invasive surgery is prescribed by a physician or other health care provider on your employer's panel, you are entitled to a second opinion from any other health care provider of your choice. If the opinion differs from the one provided by the panel provider, you may choose which course of treatment to follow. However, the second opinion must state a specific course of treatment. If you choose the treatment offered by the second opinion you must receive that treatment from a panel provider for a period of ninety (90) days from the date of the visit to the provider of the second opinion.

After the initial 90-day period, if additional or continued treatment is needed, you may now choose to go to another physician or health care provider of your choice. Should you decide to change providers, you must notify your employer within five (5) days of your first visit with your new provider. Failure to notify your employer will relieve your employer of the responsibility for the payment of services rendered if such services are determined to have been unreasonable or unnecessary. The non-panel provider must provide an initial report to the employer, within ten (10) days of the first treatment and every thirty (30) days thereafter, as long as the treatment continues.

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**Your signature on this form indicates that you understand your rights and duties under the above provisions of the Workers' Compensation Act.**

I hereby acknowledge that I have been informed of and understand my rights and duties under the Workers' Compensation Act.

*At Time of Hire*

*After an Injury*

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Witness Signature \_\_\_\_\_ Date \_\_\_\_\_

**Downingtown - Chester (19335)**  
(2/9/2023)  
NOTICE TO EMPLOYEES IN CASE OF WORK-RELATED INJURIES

Eastern Alliance Insurance Group  
PO Box 83777  
Lancaster, PA 17608-3777  
(717) 396-7095  
(855) 533-3444

1. If you suffer a work-related injury, your employer or its insurance company must pay for reasonable surgical and medical services and supplies, orthopedic appliances and prosthesis, including training in their use.
2. In order to ensure that your medical treatment will be paid for by your employer or the insurance company, you must select from one of the following health care providers:
3. You must continue to visit one of the physicians listed below, if you need treatment, for ninety (90) days from the date of your first visit.
4. If one of the persons below refers you to another licensed specialist, your employer or their insurer will pay the bill for these services.
5. After this ninety- (90) day period, if you still need treatment and your employer has provided a list as set forth below, you may choose to go to another health care provider for treatment. You should notify your employer of this action within five days of your visit to said provider.
6. If a physician on the list prescribes invasive surgery, you may obtain a second opinion from any physician of your choice. If the second opinion is different than the listed physician's opinion, you may determine which course of treatment to follow; however, the second opinion must contain a specific and detailed treatment plan. If you choose the second opinion, the procedures in that opinion must be performed by one of the physicians on the list for the first ninety- (90) days. Therefore, in this situation, the employee may be required to treat with an employer designated provider for up to 180 days.
7. If you are faced with a medical emergency, you may secure assistance from a hospital, physician, or health care provider of your choice for your work-related injury. However, when the emergency is resolved, you must seek treatment from a provider listed below.

**PLEASE CALL EASTERN ALLIANCE'S SCHEDULING SERVICES TOLL FREE AT  
1-855-572-3926 FOR ASSISTANCE IN SCHEDULING PHYSICAL/OCCUPATIONAL  
THERAPY OR CHIROPRACTIC REHABILITATION OR SEND THE REFERRAL FORM TO  
[easternreferrals@medrisknet.com](mailto:easternreferrals@medrisknet.com)**

<u>Name</u>	<u>Address</u>	<u>Scheduling</u>	<u>Area of Specialty</u>
Patient First Downingtown	967 E Lancaster Ave Downingtown, PA 19335	484-593-5160	Urgent Care
Tower Health Urgent Care, LLC	3411 Lincoln Hwy Ste 3451 Thorndale, PA 19372	484-659-1530	Urgent Care
Premier Orthopaedics & Sports Medicine	915 Old Fern Hill Rd Suite 1 Bldg A West Chester, PA 19380	610-692-6280	Orthopedics
Penn Orthopaedics Exton	479 Thomas Jones Way Ste 300 Exton, PA 19341	215-662-3340	Orthopedics
Surgical Specialists PC Edward Anthony Romero	213 Reeceville Rd Ste 23 Coatesville, PA 19320	610-384-6550	General Surgery
Moore Eye Institute	460 Creamery Way Ste 105 Exton, PA 19341	610-524-3110	Ophthalmology
KeyScripts	Call Toll Free for Closest Location	1-866-446-2848	Pharmacy
KeyScripts	Call Toll Free for Closest Location	1-866-446-2848	Durable Medical Equipment
MedRisk	Call Toll Free for Scheduling	1-855-572-3926	Physical and Occupational Therapy Chiropractic Care
One Call Care Management	Call Toll Free for Closest Location	1-800-872-2875	MRI
Carlisle Medical, Inc.	Call Toll Free for Closest Location	1-800-553-1783	Durable Medical Equipment
Homelink	Call Toll Free for Closest Location	1-800-571-2943	Durable Medical Equipment

**Downingtown - Chester (19335)**

(2/9/2023)

**NOTA A EMPLEADOS EN CASO DE LESIONES DE TRABAJO**

Eastern Alliance Insurance Group  
 PO Box 83777  
 Lancaster, PA 17608-3777  
 (717)396-7095  
 (855)533-3444

1. Si sufre una lesión en el trabajo o su empleador o su compañía de seguros le deben pagar por servicios y suministros razonables quirúrgicos y médicos, aparatos y prótesis ortopédicos, inclusive la instrucción en su uso.
2. Para asegurar que su tratamiento médicos sea pagado por su empleador o la compañía de seguros, usted debe seleccionar uno de los proveedores de la lista abajo de esta página.
3. Debe de seguir consultando a uno de los médicos de la lista que se encuentra abajo de esta página si necesita tratamiento, por noventa (90) días de la fecha de su primera visita.
4. Si una de las personas de este lista le se refiere a otro especialista licenciado, su empleador o su asegurador pagarán las facturas para estos servicios.
5. Después de los primeros noventa (90) días, si usted todavía necesita tratamiento y su empleador le ha proporcionado una lista como la que se encuentra abajo, usted puede escoger ir a otro proveedor de la asistencia medica para el tratamiento. Debe notificar a su empleador de este acción dentro de cinco días de su visita inicial.
6. Si su médico de la lista le receta cirugía invasiva, usted puede pedir una segunda opinión de cualquier otro médico. Si la opinión del otro médico difiere de la del médico de la lista usted puede decidir que tipo de tratamiento desea recibir. Sin embargo, la segunda opinión deberá contener un plan de tratamiento específico y detallado. Si usted elige la segunda opinión, los procedimientos de la segunda opinión deberán ser realizados por uno de los médicos de la lista por los primeros noventa (90) días. Por lo tanto, en esta situación, el trabajador puede estar obligado a tratar con un proveedor designado por el empleador durante un máximo de 180 días
7. Si usted se enfrenta a una emergencia médica, puede asegurar ayuda de un hospital, médicos, o de un proveedor de asistencia médica de su preferencia para su lesión de trabajo. Sin embargo, cuando la emergencia sea resuelta, usted debe buscar tratamiento de un proveedor de la lista que se encuentra on esta página.

**POR FAVOR LLAMADA EASTERN ALLIANCE'S QUE PLANIFICA SERVICIOS TOCA LIBERTA EN  
 1-855-572-3926 PARA LA AYUDA A PLANIFICAR CON FISICO/REHABILITACION  
 DE TERAPIA OCUPACIONAL O QUIROPRACTICA O ENVIAR LA REFERENCIA DE A  
[easternreferrals@medrisknet.com](mailto:easternreferrals@medrisknet.com)**

<u>Nombre de Clínica</u>	<u>Dirección</u>	<u>Consultas</u>	<u>Area De Especialidad</u>
Patient First Downingtown	967 E Lancaster Ave Downingtown, PA 19335	484-593-5160	Urgent Care
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One Call Care Management	Call Toll Free for Closest Location	1-800-872-2875	MRI
Carlisle Medical, Inc.	Call Toll Free for Closest Location	1-800-553-1783	Durable Medical Equipment
Homelink	Call Toll Free for Closest Location	1-800-571-2943	Durable Medical Equipment

**Murrysville - Westmoreland (15668)**

(11/8/2022)

**NOTICE TO EMPLOYEES IN CASE OF WORK-RELATED INJURIES**

Eastern Alliance Insurance Group  
PO Box 83777  
Lancaster, PA 17608-3777  
(717) 396-7095  
(855) 533-3444

1. If you suffer a work-related injury, your employer or its insurance company must pay for reasonable surgical and medical services and supplies, orthopedic appliances and prosthesis, including training in their use.
2. In order to ensure that your medical treatment will be paid for by your employer or the insurance company, you must select from one of the following health care providers:
3. You must continue to visit one of the physicians listed below, if you need treatment, for ninety (90) days from the date of your first visit.
4. If one of the persons below refers you to another licensed specialist, your employer or their insurer will pay the bill for these services.
5. After this ninety- (90) day period, if you still need treatment and your employer has provided a list as set forth below, you may choose to go to another health care provider for treatment. You should notify your employer of this action within five days of your visit to said provider.
6. If a physician on the list prescribes invasive surgery, you may obtain a second opinion from any physician of your choice. If the second opinion is different than the listed physician's opinion, you may determine which course of treatment to follow; however, the second opinion must contain a specific and detailed treatment plan. If you choose the second opinion, the procedures in that opinion must be performed by one of the physicians on the list for the first ninety- (90) days. Therefore, in this situation, the employee may be required to treat with an employer designated provider for up to 180 days.
7. If you are faced with a medical emergency, you may secure assistance from a hospital, physician, or health care provider of your choice for your work-related injury. However, when the emergency is resolved, you must seek treatment from a provider listed below.

**PLEASE CALL EASTERN ALLIANCE'S SCHEDULING SERVICES TOLL FREE AT  
1-855-572-3926 FOR ASSISTANCE IN SCHEDULING PHYSICAL/OCCUPATIONAL  
THERAPY OR CHIROPRACTIC REHABILITATION OR SEND THE REFERRAL FORM TO**

**[easternreferrals@medrisknet.com](mailto:easternreferrals@medrisknet.com)**

<u>Name</u>	<u>Address</u>	<u>Scheduling</u>	<u>Area of Specialty</u>
Occupational Healthcare	251 7th St Ste 201B New Kensington, PA 15068	724-335-6662	Occupational Medicine
Excelsa Health Occupational Medicine	443 Frye Farm Road Upper Level Greensburg, PA 15601	724-765-1230	Occupational Medicine
Orthopedic Institute	2550 Mosside Blvd Ste 405 Monroeville, PA 15146	412-373-1600	Orthopedics
Greater Pittsburgh Orthopaedic Associates	2490 Mosside Blvd Monroeville, PA 15146	412-661-5500	Orthopedics
Excelsa Health General Surgery	8775 Norwin Ave Ste C North Huntingdon, PA 15642	724-765-1163	General Surgery
East Suburban Ophthalmic Assoc	2571 Mosside Blvd Ste 1 Monroeville, PA 15146	412-856-8811	Ophthalmology
KeyScripts	Call Toll Free for Closest Location	1-866-446-2848	Pharmacy
KeyScripts	Call Toll Free for Closest Location	1-866-446-2848	Durable Medical Equipment
MedRisk	Call Toll Free for Scheduling	1-855-572-3926	Physical and Occupational Therapy Chiropractic Care
One Call Care Management	Call Toll Free for Closest Location	1-800-872-2875	MRI
Carlisle Medical, Inc.	Call Toll Free for Closest Location	1-800-553-1783	Durable Medical Equipment
Homelink	Call Toll Free for Closest Location	1-800-571-2943	Durable Medical Equipment

**Murrysville - Westmoreland (15668)**  
 (11/8/2022)  
 NOTA A EMPLEADOS EN CASO DE LESIONES DE TRABAJO

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 Lancaster, PA 17608-3777  
 (717)396-7095  
 (855)533-3444

1. Si sufre una lesión en el trabajo o su empleador o su compañía de seguros le deben pagar por servicios y suministros razonables quirúrgicos y médicos, aparatos y prótesis ortopédicos, inclusive la instrucción en su uso.
2. Para asegurar que su tratamiento médicos sea pagado por su empleador o la compañía de seguros, usted debe seleccionar uno de los proveedores de la lista abajo de esta página.
3. Debe de seguir consultando a uno de los médicos de la lista que se encuentra abajo de este página si necesita tratamiento, por noventa (90) días de la fecha de su primera visita.
4. Si una de las personas de este lista le se refiere a otro especialista licenciado, su empleador o su asegurador pagarán las facturas para estos servicios.
5. Despues de los primeros noventa (90) días, si usted todavia necesita tratamiento y su empleador le ha proporcionado una lista como la que se encuentra abajo, usted puede escoger ir a otro proveedor de la asistencia medica para el tratamiento. Debe notificar a su empleador de este acción dentro de cinco días de su visita inicial.
6. Si su médico de la lista le receta cirugía invasiva, usted puede pedir una segunda opinión de cualquier otro médico. Si la opinión del otro médico difiere de la del médico de la lista usted puede decidir que tipo de tratamiento desea recibir. Sin embargo, la segunda opinion deberá contener un plan de tratamiento especifico y detallado. Si usted elige la segunda opinión, los procedimientos de la segunda opinión deberan ser realizados por uno de los médicos de la lista por los primeros noventa (90) días. Por lo tanto, en este situación, el trabajador puede estar obligado a tratar con un proveedor designado por el empleador durante un máximo de 180 días
7. Si usted se enfrenta a una emergencia médica, puede asegurar ayuda de un hospital, médicos, o de un proveedor de asistencia médica de su preferencia para su lesión de trabajo. Sin embargo, cuando la emergencia sea resuelta, usted debe buscar tratamiento de un proveedor de la lista que se encuentra on este página.

**POR FAVOR LLAMADA EASTERN ALLIANCE'S QUE PLANIFICA SERVICIOS TOCA LIBERTA EN  
 1-855-572-3926 PARA LA AYUDA A PLANIFICAR CON FISICO/REHABILITACION  
 DE TERAPIA OCUPACIONAL O QUIROPRACTICA O ENVIAR LA REFERENCIA DE A  
[easternreferrals@medrisknet.com](mailto:easternreferrals@medrisknet.com)**

<u>Nombre de Clínica</u>	<u>Dirección</u>	<u>Consultas</u>	<u>Area De Especialidad</u>
Occupational Healthcare	251 7th St Ste 201B New Kensington, PA 15068	724-335-6662	Occupational Medicine
Excelsa Health Occupational Medicine	443 Frye Farm Road Upper Level Greensburg, PA 15601	724-765-1230	Occupational Medicine
Orthopedic Institute	2550 Mosside Blvd Ste 405 Monroeville, PA 15146	412-373-1600	Orthopedics
Greater Pittsburgh Orthopaedic Associates	2490 Mosside Blvd Monroeville, PA 15146	412-661-5500	Orthopedics
Excelsa Health General Surgery	8775 Norwin Ave Ste C North Huntingdon, PA 15642	724-765-1163	General Surgery
East Suburban Ophthalmic Assoc	2571 Mosside Blvd Ste 1 Monroeville, PA 15146	412-856-8811	Ophthalmology
KeyScripts	Call Toll Free for Closest Location	1-866-446-2848	Pharmacy
KeyScripts	Call Toll Free for Closest Location	1-866-446-2848	Durable Medical Equipment
MedRisk	Call Toll Free for Scheduling	1-855-572-3926	Physical and Occupational Therapy Chiropractic Care
One Call Care Management	Call Toll Free for Closest Location	1-800-872-2875	MRI
Carlisle Medical, Inc.	Call Toll Free for Closest Location	1-800-553-1783	Durable Medical Equipment
Homelink	Call Toll Free for Closest Location	1-800-571-2943	Durable Medical Equipment

**West Chester - Chester (19380)**  
(3/14/2023)  
NOTICE TO EMPLOYEES IN CASE OF WORK-RELATED INJURIES

Eastern Alliance Insurance Group  
PO Box 83777  
Lancaster, PA 17608-3777  
(717) 396-7095  
(855) 533-3444

1. If you suffer a work-related injury, your employer or its insurance company must pay for reasonable surgical and medical services and supplies, orthopedic appliances and prosthesis, including training in their use.
2. In order to ensure that your medical treatment will be paid for by your employer or the insurance company, you must select from one of the following health care providers:
3. You must continue to visit one of the physicians listed below, if you need treatment, for ninety (90) days from the date of your first visit.
4. If one of the persons below refers you to another licensed specialist, your employer or their insurer will pay the bill for these services.
5. After this ninety- (90) day period, if you still need treatment and your employer has provided a list as set forth below, you may choose to go to another health care provider for treatment. You should notify your employer of this action within five days of your visit to said provider.
6. If a physician on the list prescribes invasive surgery, you may obtain a second opinion from any physician of your choice. If the second opinion is different than the listed physician's opinion, you may determine which course of treatment to follow; however, the second opinion must contain a specific and detailed treatment plan. If you choose the second opinion, the procedures in that opinion must be performed by one of the physicians on the list for the first ninety- (90) days. Therefore, in this situation, the employee may be required to treat with an employer designated provider for up to 180 days.
7. If you are faced with a medical emergency, you may secure assistance from a hospital, physician, or health care provider of your choice for your work-related injury. However, when the emergency is resolved, you must seek treatment from a provider listed below.

**PLEASE CALL EASTERN ALLIANCE'S SCHEDULING SERVICES TOLL FREE AT  
1-855-572-3926 FOR ASSISTANCE IN SCHEDULING PHYSICAL/OCCUPATIONAL  
THERAPY OR CHIROPRACTIC REHABILITATION OR SEND THE REFERRAL FORM TO  
[easternreferrals@medrisknet.com](mailto:easternreferrals@medrisknet.com)**

<u>Name</u>	<u>Address</u>	<u>Scheduling</u>	<u>Area of Specialty</u>
The Occupational Health Center and Travel Medicine	915 Old Fern Hill Rd Bldg A Ste 3 West Chester, PA 19380	610-738-2450	Occupational Medicine
Afc Urgent Care	150 E Pennsylvania Ave Ste 140 Downingtown, PA 19335	610-518-1060	Occupational Medicine
Penn Orthopaedics Exton	479 Thomas Jones Way Ste 300 Exton, PA 19341	215-662-3340	Orthopedics
Premier Orthopaedics & Sports Medicine	915 Old Fern Hill Rd Suite 1 Bldg A West Chester, PA 19380	610-692-6280	Orthopedics
Jefferson University Department of Surgery David E Lapham	11 Industrial Blvd Ste 203 Paoli, PA 19301	215-955-8666	General Surgery
Chester County Eye Care Associates	915 Old Fern Hill Rd Bldg B Suite 200 West Chester, PA 19380	610-696-1230	Ophthalmology
KeyScripts	Call Toll Free for Closest Location	1-866-446-2848	Pharmacy
KeyScripts	Call Toll Free for Closest Location	1-866-446-2848	Durable Medical Equipment
MedRisk	Call Toll Free for Scheduling	1-855-572-3926	Physical and Occupational Therapy Chiropractic Care
One Call Care Management	Call Toll Free for Closest Location	1-800-872-2875	MRI
Carlisle Medical, Inc.	Call Toll Free for Closest Location	1-800-553-1783	Durable Medical Equipment
Homelink	Call Toll Free for Closest Location	1-800-571-2943	Durable Medical Equipment

**West Chester - Chester (19380)**  
**(3/14/2023)**  
**NOTA A EMPLEADOS EN CASO DE LESIONES DE TRABAJO**

Eastern Alliance Insurance Group  
 PO Box 83777  
 Lancaster, PA 17608-3777  
 (717)396-7095  
 (855)533-3444

1. Si sufre una lesión en el trabajo o su empleador o su compañía de seguros le deben pagar por servicios y suministros razonables quirúrgicos y médicos, aparatos y prótesis ortopédicos, inclusive la instrucción en su uso.
2. Para asegurar que su tratamiento médicos sea pagado por su empleador o la compañía de seguros, usted debe seleccionar uno de los proveedores de la lista abajo de esta página.
3. Debe de seguir consultando a uno de los médicos de la lista que se encuentra abajo de este página si necesita tratamiento, por noventa (90) días de la fecha de su primera visita.
4. Si una de las personas de este lista le se refiere a otro especialista licenciado, su empleador o su asegurador pagarán las facturas para estos servicios.
5. Después de los primeros noventa (90) días, si usted todavía necesita tratamiento y su empleador le ha proporcionado una lista como la que se encuentra abajo, usted puede escoger ir a otro proveedor de la asistencia medica para el tratamiento. Debe notificar a su empleador de este acción dentro de cinco días de su visita inicial.
6. Si su médico de la lista le receta cirugía invasiva, usted puede pedir una segunda opinión de cualquier otro médico. Si la opinión del otro médico difiere de la del médico de la lista usted puede decidir que tipo de tratamiento desea recibir. Sin embargo, la segunda opinion deberá contener un plan de tratamiento específico y detallado. Si usted elige la segunda opinión, los procedimientos de la segunda opinión deberán ser realizados por uno de los médicos de la lista por los primeros noventa (90) días. Por lo tanto, en este situación, el trabajador puede estar obligado a tratar con un proveedor designado por el empleador durante un máximo de 180 días
7. Si usted se enfrenta a una emergencia médica, puede asegurar ayuda de un hospital, médicos, o de un proveedor de asistencia médica de su preferencia para su lesión de trabajo. Sin embargo, cuando la emergencia sea resuelta, usted debe buscar tratamiento de un proveedor de la lista que se encuentra on este página.

**POR FAVOR LLAMADA EASTERN ALLIANCE'S QUE PLANIFICA SERVICIOS TOCA LIBERTA EN  
 1-855-572-3926 PARA LA AYUDA A PLANIFICAR CON FISICO/REHABILITACION  
 DE TERAPIA OCUPACIONAL O QUIROPRACTICA O ENVIAR LA REFERENCIA DE A  
[easternreferrals@medrisknet.com](mailto:easternreferrals@medrisknet.com)**

<u>Nombre de Clínica</u>	<u>Dirección</u>	<u>Consultas</u>	<u>Area De Especialidad</u>
The Occupational Health Center and Travel Medicine	915 Old Fern Hill Rd Bldg A Ste 3 West Chester, PA 19380	610-738-2450	Occupational Medicine
Afc Urgent Care	150 E Pennsylvania Ave Ste 140 Downingtown, PA 19335	610-518-1060	Occupational Medicine
Penn Orthopaedics Exton	479 Thomas Jones Way Ste 300 Exton, PA 19341	215-662-3340	Orthopedics
Premier Orthopaedics & Sports Medicine	915 Old Fern Hill Rd Suite 1 Bldg A West Chester, PA 19380	610-692-6280	Orthopedics
Jefferson University Department of Surgery David E Lapham	11 Industrial Blvd Ste 203 Paoli, PA 19301	215-955-8666	General Surgery
Chester County Eye Care Associates	915 Old Fern Hill Rd Bldg B Suite 200 West Chester, PA 19380	610-696-1230	Ophthalmology
KeyScripts	Call Toll Free for Closest Location	1-866-446-2848	Pharmacy
KeyScripts	Call Toll Free for Closest Location	1-866-446-2848	Durable Medical Equipment
MedRisk	Call Toll Free for Scheduling	1-855-572-3926	Physical and Occupational Therapy Chiropractic Care
One Call Care Management	Call Toll Free for Closest Location	1-800-872-2875	MRI
Carlisle Medical, Inc.	Call Toll Free for Closest Location	1-800-553-1783	Durable Medical Equipment
Homelink	Call Toll Free for Closest Location	1-800-571-2943	Durable Medical Equipment

**Celebration - Osceola (34747)**  
**(6/22/2023)**  
**NOTICE TO EMPLOYEES IN CASE OF WORK-RELATED INJURIES**

Eastern Alliance Insurance Group  
PO Box 83777  
Lancaster, PA 17608-3777  
(717)396-7095  
(855)533-3444

1. If you suffer a work-related injury, tell your supervisor right away. Reporting promptly helps prevent problems and delays in receiving medical benefits, including medical care you may need to avoid further injury.
2. If your employer does not learn of your injury within 30 days, you could lose your right to receive workers compensation benefits.
3. You must provide your carrier with your personal signature verifying that you have reviewed and understand the mandatory fraud statement.
4. Please choose a physician or select from one of the following health care providers and be sure to tell the doctor you were hurt on the job.

**FOR ASSISTANCE IN SCHEDULING PHYSICAL/OCCUPATIONAL THERAPY OR  
CHIROPRACTIC REHABILITATION PLEASE CALL TOLL FREE 1-855-572-3926 OR SEND THE  
REFERRAL FORM TO [easternreferrals@medrisknet.com](mailto:easternreferrals@medrisknet.com)**

<u>Name</u>	<u>Address</u>	<u>Scheduling</u>	<u>Area of Specialty</u>
Concentra Medical Center	12421 South Orange Blossom Trail Orlando, FL 32837	407-859-5656	Occupational Medicine
Carespot Urgent Care - Kissimmee	1414 E Osceola Pkwy Kissimmee, FL 34744	407-452-3700	Urgent Care
KeyScripts	Call Toll Free for Closest Location	1-866-446-2848	Pharmacy
KeyScripts	Call Toll Free for Closest Location	1-866-446-2848	Durable Medical Equipment
MedRisk	Call Toll Free for Scheduling	1-855-572-3926	Physical and Occupational Therapy Chiropractic Care
One Call Care Management	Call Toll Free for Closest Location	1-800-872-2875	MRI
Carlisle Medical, Inc.	Call Toll Free for Closest Location	1-800-553-1783	Durable Medical Equipment
Homelink	Call Toll Free for Closest Location	1-800-571-2943	Durable Medical Equipment

# EASTERN ADVANTAGE ASSURANCE COMPANY

25 Race Avenue  
PO Box 83777  
Lancaster, PA 17608-3777

## **WORKERS' COMPENSATION** *and* **EMPLOYERS' LIABILITY INSURANCE POLICY**

*In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.*



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Kevin M. Shook  
President



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Kathryn A. Neville  
Secretary

**If you need to report a claim, please call the following telephone number:**

**1-800-336-3658**

**Questions or concerns about your policy should be directed to your producer. If you need further assistance, contact us at 1-855-533-3444 or at the following address:**

**Underwriting – Policy Information  
P.O. Box 83777  
Lancaster, PA 17608**

Insurer: EASTERN ADVANTAGE ASSURANCE COMPANY

Policy Number: 05-0000109137-06

Previous Policy: 05-0000109137-05

**Workers Compensation and Employers Liability Policy Information Page**

<p><b>(1) Name and Mailing Address of the Insured:</b></p> <p>21st Century Cyber Charter School  1245 Wrights Lane  West Chester, PA 19380-4227</p>	<p><b>Agency:</b></p> <p>Willis Towers Watson Northeast, Inc.  200 North Warner Rd., Suite 300  King of Prussia, PA 19406  <b>Agency Code:</b> 0900</p>
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**Fed ID Number:** 23-3086998  
**Bureau ID Number:** 3098236

**Legal Entity:** Corporation  
**NCCI Company Number:** 25678

**Other workplaces: See Additional Locations – Extension of Information Page**

(2) **Policy Period:** From 07/01/2023 to 07/01/2024, 12:01 a.m. standard time at the insured's mailing address.

(3) **Coverage:**

A. Workers Compensation Insurance: Part One of this policy applies to the Workers Compensation Law of the following states:  
PA, FL

B. Employers Liability Insurance: Part Two of this policy applies to work in each of the states listed in item (3)A. The limits of our liability under Part Two are as follows:

Bodily Injury by Accident - each accident	\$500,000
Bodily Injury by Disease - policy limit	\$500,000
Bodily Injury by Disease - each employee	\$500,000

C. Other States' Insurance: Part Three of this policy applies to all states except any state listed in item (3)A. and the states of:  
NORTH DAKOTA, OHIO, WASHINGTON, WYOMING

D. This policy includes the following forms and endorsements:

**See Listing of Endorsements – Extension of Information Page**

(4) The premium for this policy will be determined by our Manual of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

**See Schedule of Operations – Extension of Information Page**

Minimum Premium \$600  
Expense Constant \$175

Total Estimated Annual Premium \$31,336

Countersigned by \_\_\_\_\_

**Extension of Information Page**

**Additional Locations**

Other work place locations not listed on Page 1, Item 1:

- 0001 126 Wallace Ave, Downingtown, PA 19335-2600
- 0002 221 Blue Spruce Way, Murrysville, PA 15668-8057
- 0004 918 Waterside Drive, Celebration, FL 34747-4827

**Extension of Information Page**

**Additional Endorsements**

Additional endorsement and schedules not listed on Page 1, Item 3.D:

WCNOTICE		Notice to Policyholders
WC000000C	(0115)	Coverage Part
WC370601	(1293)	Inspection of Manuals
WC370602	(0484)	PA Notice
WC370603A	(0695)	PA Act 86 - 1986 Endorsement
WC000404	(0484)	Pending Rate Change Endorsement
WC000419	(0101)	Premium Due Date Endorsement
WC370401	(0117)	PA Audit Noncompliance Charge Endorsement
WC000414A	(0119)	90-Day Reporting Requirement - Change in Ownership
WC000425	(0517)	Experience Rating Modification Factor Revision
WC090303	(0805)	FL Employers Liability Coverage Endorse
WC090606	(1098)	FL Employment and Wage Information Rele
WC090403B	(0115)	FL Terrorism Risk Insurance Program Reauthorization Act Endorsement
WC000424	(0117)	Audit Noncompliance Charge Endorsement
WC090607A	(0719)	FWCIGA Surcharge Endorsement
WC000406A	(0795)	Premium Discount Endorsement
WC000422C	(0121)	Terrorism Risk Insurance Program Reauthorization Act Disclosure
WC000421E	(0121)	Catastrophe (Other Than Certified Acts of Terrorism)
INST-1	(0698)	Installment Billing Schedule

Extension of Information Page

Schedule of Operations

State: PA

Location #1: 126 Wallace Ave  
Downingtown, PA 19335-2600

Classifications	Code No.	Effective	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
COLLEGE OR SCHOOL, N.O.C.	0965	07/01/2023	\$10,386,783	.37	\$38,431

Location #2: 221 Blue Spruce Way  
Murrysville, PA 15668-8057

Classifications	Code No.	Effective	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
COLLEGE OR SCHOOL, N.O.C.	0965	07/01/2023	\$0	.37	\$0

Classification Totals \$10,386,783 \$38,431

Increased Employers Liability Limit: 9807 07/01/2023 0.011 \$423

PREMIUM SUBJECT TO MODIFICATION 07/01/2023 \$38,854

Estimated Modified Premium: Exp Mod 1 9898 07/01/2023 .760 (\$9,325)

TOTAL MODIFIED PREMIUM 07/01/2023 \$29,529

Subtotal Risk-Rated Premium: \$29,529

Less Premium Discount: 0064 07/01/2023 (\$2,680)

Plus Expense Constant: 0900 07/01/2023 \$175

Terrorism: 9740 07/01/2023 0.020 \$2,077

Catastrophe (Other than Certified Acts/Terrorism): 9741 07/01/2023 0.010 \$1,039

Total Estimated Annual Premium: 07/01/2023 **\$30,140**

PA Employer Assessment: 0938 07/01/2023 2.89% \$871

Total State Cost: **\$31,011**

Extension of Information Page

Schedule of Operations

State: FL

Location #4: 918 Waterside Drive  
 Celebration, FL 34747-4827

Classifications	Code No.	Effective	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
COLLEGE OR SCHOOL - PROFESSIONAL EMPLOYEES & CLERICAL	8868	07/01/2023	\$85,130	.39	\$332
Classification Totals			\$85,130		\$332
Increased Employers Liability Limit:	9807	07/01/2023		0.011	\$4
PREMIUM SUBJECT TO MODIFICATION		07/01/2023			\$336
Subtotal Risk-Rated Premium:					\$336
Less Premium Discount:	0064	07/01/2023			(\$20)
Terrorism:	9740	07/01/2023		0.010	\$9
Total Estimated Annual Premium:		07/01/2023			<b><u>\$325</u></b>
Total State Cost:					<b><u>\$325</u></b>

## WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

### GENERAL SECTION

**A. The Policy**

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

**B. Who is Insured**

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

**C. Workers Compensation Law**

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

**D. State**

State means any state of the United States of America, and the District of Columbia.

**E. Locations**

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

### PART ONE WORKERS COMPENSATION INSURANCE

**A. How this Insurance Applies**

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

**B. We Will Pay**

We will pay promptly when due the benefits required of you by the workers compensation law.

**C. We Will Defend**

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

**D. We Will Also Pay**

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

**E. Other Insurance**

We will not pay more than our share of benefits and costs covered by this insurance and other

insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

#### F. **Payments You Must Make**

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

#### G. **Recovery From Others**

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

#### H. **Statutory Provisions**

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This Insurance conforms to the parts of the

workers compensation law that apply to:

- a. benefits payable by this insurance;
- b. special taxes, payments into security or other special funds, and assessments payable by us under that law.

6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

## PART TWO EMPLOYERS LIABILITY INSURANCE

### A. **How This Insurance Applies**

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

### B. **We Will Pay**

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed

against such third party as a result of injury to your employee;

2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

### C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily out-side these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C.

Sections 1651–1654), the Federal Mine Safety and Health Act (30 U.S.C. Section 801 et seq. and 901-944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;

9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

### D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

### E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

**F. Other Insurance**

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

**G. Limits of Liability**

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. **Bodily Injury by Accident.** The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. **Bodily Injury by Disease.** The limit shown for "bodily injury by disease—policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease—each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

**H. Recovery From Others**

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

**I. Actions Against Us**

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and
2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

**PART THREE****OTHER STATES INSURANCE****A. How This Insurance Applies**

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

**B. Notice**

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

**PART FOUR****YOUR DUTIES IF INJURY OCCURS**

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal

papers related to the injury, claim, proceeding or suit.

4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

## PART FIVE—PREMIUM

### A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

### B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

### C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

### D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

### E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.

### F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

### G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

**PART SIX—CONDITIONS****A. Inspection**

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

**B. Long Term Policy**

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

**C. Transfer of Your Rights and Duties**

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

**D. Cancellation**

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

**E. Sole Representative**

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

**SPECIAL PENNSYLVANIA ENDORSEMENT-INSPECTION OF MANUALS**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy)

This endorsement, effective on \_\_\_\_\_ at 12:01 A.M. standard time, forms a part of  
(DATE)

Policy No. \_\_\_\_\_ of the EASTERN ADVANTAGE ASSURANCE COMPANY

issued to \_\_\_\_\_  
Authorized Representative

The manuals of rules, rating plans, and classifications are approved pursuant to the provisions of Section 654 of the Insurance Company Law of May 17, 1921, PL. 682, as amended, and are on file with the Insurance Commissioner of the Commonwealth of Pennsylvania.

**PENNSYLVANIA NOTICE**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on \_\_\_\_\_ at 12:01 A.M. standard time, forms a part of  
(DATE)

Policy No \_\_\_\_\_ of the EASTERN ADVANTAGE ASSURANCE COMPANY

issued to \_\_\_\_\_  
Authorized Representative

An Insurance Company, its agents, employees, or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for,

issuance, renewal or continuation of, a policy of insurance:

1. surveys;
2. consultation or advice; or
3. inspections.

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the Insurance Company, its agents, employees or service contractors acting on its behalf, is not liable for damages from injury, death or loss occurring as a result of any act or omission by any person in the furnishing of or the failure to furnish these services.

The Act does not apply:

1. if the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or service contractors;
2. to consultation services required to be performed under a written service contract not related to a policy of insurance; or
3. If any acts or omissions of the Insurance Company, its agents, employees or service contractors are judicially determined to constitute a crime, actual malice, or gross negligence.

**PENNSYLVANIA ACT 86-1986 ENDORSEMENT  
NONRENEWAL, NOTICE OF INCREASE OF PREMIUM, AND RETURN OF UNEARNED PREMIUM**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is Issued subsequent to preparation of the policy.)

This endorsement, effective on \_\_\_\_\_ at 12:01 A.M. standard time, forms a part of

Policy No. \_\_\_\_\_ Endorsement No. \_\_\_\_\_  
of the EASTERN ADVANTAGE ASSURANCE COMPANY

issued to \_\_\_\_\_

Premium (if any) \$ \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative

This endorsement applies only to the insurance provided by the policy because Pennsylvania is shown in Item 3.A. of the Information Page.

The policy conditions are amended by adding the following regarding nonrenewal, notice of increase in premium, and return of unearned premium.

**Nonrenewal**

1. We may elect not to renew the policy. We will mail to each named insured, by first class mail, not less than 60 days advance notice stating when the non-renewal will take effect. Mailing that notice to you at your mailing address last known to us will be sufficient to prove notice.
2. Our notice of nonrenewal will state our specific reasons for not renewing.
3. If we have indicated our willingness to renew, we will not send you a notice of nonrenewal. However, the policy will still terminate on its expiration date if:
  - a. you notify us or the agent or broker who procured this policy that you do not want the policy renewed; or
  - b. you fail to pay all premiums when due; or
  - c. you obtain other insurance as a replacement of the policy.

3. If a policy has been written or is to be written on a retrospective rating plan basis, the notice of increase in premium provision of this endorsement does not apply.

**Return of Unearned Premium**

1. If this policy is canceled and there is unearned premium due you:
  - a. If the Company cancels, the unearned premium will be returned to you within 10 business days after the effective date of cancellation.
  - b. If you cancel, the unearned premium will be returned within 30 days after the effective date of cancellation.
2. Because this policy was written on the basis of an estimated premium and is subject to a premium audit, the unearned premium specified in **1a.** and **1b.** Above, if any, shall be returned on an estimated basis. Upon our completion of computation of the exact premium, an additional return premium or charge will be made to you within 15 days of the final computation.
3. These return of unearned premium provisions shall not apply if this policy is written on a retrospective rating plan basis.

**Notice of Increase in Premium**

1. We will provide you with not less than 30 days advance notice of an increase in renewal premium of this policy, if it is our intent to offer such renewal.
2. The above notification requirement will be satisfied if we have issued a renewal policy more than 30 days prior to its effective date.

**PENDING RATE CHANGE ENDORSEMENT**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on \_\_\_\_\_ (DATE) at 12:01 A.M. standard time, forms a part of

Policy No. \_\_\_\_\_ of the

Issued to

Premium (if any) \$ \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative

A rate change filing is being considered by the proper regulatory authority. The filing may result in rates different from the rates shown on the policy. If it does, we will issue an endorsement to show the new rates and their effective date.

If only one state is shown in Item 3.A of the Information Page, this endorsement applies to that state. If more than one state is shown there, this endorsement applies only in the state shown in the Schedule.

Schedule

**State**

PA

FL

**PREMIUM DUE DATE ENDORSEMENT**

Section D. of Part Five of the policy is replaced by this provision.

**PART FIVE  
PREMIUM**

- D. **Premium** is amended to read:  
You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. The due date for audit and retrospective premiums is the date of the billing.

**PENNSYLVANIA AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT**

Part Five – Premium, Section G. (Audit) of the Workers Compensation and Employers Liability Insurance Policy is revised by adding the following:

If you do not allow us to examine and audit all of your records that relate to this policy, and/or do not provide audit information as requested, we may apply an Audit Noncompliance Charge (ANC).

The charge is determined by applying the ANC Multiplier to the ANC Basis shown in the table below:

<b>ANC Basis</b>	<b>ANC Multiplier</b>
Estimated Annual Premium	Two times

If you allow us to examine and audit all of your records after we have applied an ANC, we will remove the ANC and revise your premium in accordance with our manuals and Part 5 – Premium, E. (Final Premium) of this policy.

The application of the ANC is subject to the following conditions:

- a) Carriers must comply with all applicable state laws and/or regulations related to audits of workers compensation insurance policies.
- b) The Audit Noncompliance Charge Endorsement is optional. When used, the Audit Noncompliance Charge Endorsement and/or applicable state-specific endorsement must be attached to the policy at inception of the policy term being audited.
- c) The carrier must make two attempts to obtain the audit information and/or complete the audit. At each attempt, the carrier must notify the employer regarding the specific required records and the amount of the ANC to be applied if the employer continues to refuse to comply with the audit.
- d) The carrier must adequately document the audit file regarding the above attempts to obtain the required audit information.

These ANC conditions apply to mail/email, telephone, computer (remote access), and physical audits, unless otherwise provided by state law.

**PENNSYLVANIA AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT**

The scenarios listed below may occur and are treated as follows:

If an ANC is applied and the employer...	Then the carrier...
Pays the ANC and later allows the audit	<ul style="list-style-type: none"> <li>• Performs the final audit and determines the final policy premium based on the results of the audit; and</li> <li>• Refunds the ANC to the employer, or applies the ANC amount to any outstanding balance on the policy</li> </ul> <p>Submits a unit statistical correction report to remove the ANC from the previously reported Unit Statistical data.</p>
Does <b>not</b> pay the ANC but later allows the audit	Performs the final audit and determines the final policy premium based on the results of the audit
Pays the ANC but does <b>not</b> later allow the audit	<p>Does not change the previously reported:</p> <ul style="list-style-type: none"> <li>• Unit Statistical data</li> <li>• Noncompliance transactions</li> </ul>
Does not pay the ANC and does <b>not</b> later allow the audit.	

**Note:** The Audit Noncompliance Charge Endorsement must be attached to the policy at inception of the policy term being audited.

**90-DAY REPORTING REQUIREMENT — NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT**

You must report any change in ownership to us in writing within 90 days of the date of the change. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity, and other changes provided for in the applicable experience rating plan. Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes.

Failure to report any change in ownership, regardless of whether the change is reported within 90 days of such change, may result in revision of the experience rating modification factor used to determine your premium.

This reporting requirement applies regardless of whether an experience rating modification is currently applicable to this policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective:

Policy No:

Endorsement No:

Insured:

Premium:

Insurance Company:

Countersigned by \_\_\_\_\_

**EXPERIENCE RATING MODIFICATION FACTOR REVISION ENDORSEMENT**

This endorsement is added to Part Five—Premium of the policy.

The premium for the policy is adjusted by an experience rating modification factor. The factor shown on the Information Page may be revised and applied to the policy in accordance with our manuals and endorsements. We will issue an endorsement to show the revised factor, if different from the factor shown, when it is calculated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective:  
Insured:

Policy No:

Endorsement No:  
Premium:

Insurance Company:

Countersigned by \_\_\_\_\_

**FLORIDA EMPLOYERS LIABILITY COVERAGE ENDORSEMENT**

C. Exclusion 5, Section C. of Part Two of the policy, is replaced by following:

This insurance does not cover

- 5. bodily injury intentionally caused or aggravated by you or which is the result of your engaging in conduct equivalent to an intentional tort, however defined, or other tortious conduct, such that you lose your immunity from civil liability under the workers compensation laws.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective:

Policy No:

Endorsement No:

Insured:

Premium:

Insurance Company:

Countersigned by \_\_\_\_\_

**FLORIDA EMPLOYMENT AND WAGE INFORMATION RELEASE ENDORSEMENT**

This policy requires you to release certain employment and wage information maintained by the State of Florida pursuant to federal and state unemployment compensation laws except to the extent prohibited or limited under federal law. By entering into this policy, you consent to the release of the information.

We will safeguard the information and maintain its confidentiality. We will limit use of the information to verifying compliance with the terms of the policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective:

Policy No:

Endorsement No:

Insured:

Premium:

Insurance Company:

Countersigned by \_\_\_\_\_

**FLORIDA TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT ENDORSEMENT**

This endorsement addresses requirements of the Terrorism Risk Insurance Act of 2002 as amended by the Terrorism Risk Insurance Program Reauthorization Act of 2015.

**Definitions**

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

1. "Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2015.
2. "Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of Homeland Security, and the Attorney General of the United States as meeting all of the following requirements:
  - a. The act is an act of terrorism.
  - b. The act is violent or dangerous to human life, property or infrastructure.
  - c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
  - d. The act has 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.
3. "Insured Loss" means any loss resulting from an act of terrorism (including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.
4. "Insurer Deductible" means, for the period beginning on January 1, 2015, and ending on December 31, 2020, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

**Limitation of Liability**

The Act may limit our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we may not be liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we may only have to pay a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

**Policyholder Disclosure Notice**

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed:
  - a. \$100,000,000, with respect to such Insured Losses occurring in calendar year 2015, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
  - b. \$120,000,000, with respect to such Insured Losses occurring in calendar year 2016, the United States Government would pay 84% of our Insured Losses that exceed our Insurer Deductible.
  - c. \$140,000,000, with respect to such Insured Losses occurring in calendar year 2017, the United States Government would pay 83% of our Insured Losses that exceed our Insurer Deductible.
  - d. \$160,000,000, with respect to such Insured Losses occurring in calendar year 2018, the United States Government would pay 82% of our Insured Losses that exceed our Insurer Deductible.
  - e. \$180,000,000, with respect to such Insured Losses occurring in calendar year 2019, the United States Government would pay 81% of our Insured Losses that exceed our Insurer Deductible.
  - f. \$200,000,000, with respect to such Insured Losses occurring in calendar year 2020, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.

2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceeds \$100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

**Schedule**

Rate per \$100 of Remuneration

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective:  
Insured:

Policy No:

Endorsement No:  
Premium:

Insurance Company:

Countersigned by \_\_\_\_\_

**AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT**

Part Five – Premium, Section G. (Audit) of the Workers Compensation and Employers Liability Insurance Policy is revised by adding the following:

If you do not allow us to examine and audit all of your records that relate to this policy, and/or do not provide audit information as requested, we may apply an Audit Noncompliance Charge. The method for determining the Audit Noncompliance Charge by state, where applicable, is shown in the Schedule below.

If you allow us to examine and audit all of your records after we have applied an Audit Noncompliance Charge, we will revise your premium in accordance with our manuals and Part 5 – Premium, E. (Final Premium) of this policy.

Failure to cooperate with this policy provision may result in the cancellation of your insurance coverage as specified under the policy.

**Note:**

For coverage under state-approved workers compensation assigned risk plans, failure to cooperate with this policy provision may affect your eligibility for coverage.

**Schedule**

<b>State(s)</b>	<b>Basis of Audit Noncompliance Charge</b>	<b>Maximum Audit Noncompliance Charge Multiplier</b>
FL	\$325	2.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective:  
Insured:

Policy No:

Endorsement No:  
Premium:

Insurance Company:

Countersigned by \_\_\_\_\_

**FLORIDA WORKERS COMPENSATION INSURANCE GUARANTY ASSOCIATION SURCHARGE ENDORSEMENT**

This endorsement applies because Florida is shown in Item 3.A. of the Information Page.

Part Five—Premium, Section D. (Premium Payments) of the policy is revised by adding the following:

Florida statutes establish the Florida Workers’ Compensation Insurance Guaranty Association Act.

On behalf of the Florida Workers’ Compensation Insurance Guaranty Association (Association), we are required to bill and collect a surcharge, for all workers compensation and employers liability insurance policies as prescribed by order of the Florida Office of Insurance Regulation.

The Association will use the funds collected through the surcharge to:

- 1. Pay for covered claims
- 2. Pay for reasonable costs to administer these covered claims
- 3. Avoid excessive delay in payment and to avoid financial loss to claimants because of the insolvency of a carrier.

Part Six—Conditions of the policy is revised by adding the following:

**F. Florida Workers’ Compensation Insurance Guaranty Association Surcharge**

Failure to pay the Florida Workers’ Compensation Insurance Guaranty Association surcharge will result in this policy being subject to pro rata cancellation in accordance with Part Six—Conditions, Section D. (Cancellation).

**Schedule**

Surcharge rate 0.00%

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective:

Policy No:

Endorsement No:

Insured:

Premium:

Insurance Company:

Countersigned by \_\_\_\_\_

**PREMIUM DISCOUNT ENDORSEMENT**

The premium for this policy and the policies, if any, listed in item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in Items 1 or 2 of the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

**Schedule**

**1. State**

**Estimated Eligible Premium**

	<b>First</b>	<b>Next</b>	<b>Next</b>	<b>Balance</b>
PA	\$5,000 0%	\$95,000 10.9%	\$400,000 12.6%	\$500,000 14.4%
FL	First \$10,000 0%	Next \$190,000 9.1%	Next \$1,550,000 11.3%	Balance \$1,750,000 12.3%

2. Average percentage discount: \_\_\_\_\_

3. Other policies

4. If there are no entries in Items 1, 2 and 3 of the Schedule, see the Premium Discount Endorsement attached to your policy number:

**TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT**

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

**Definitions**

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

“Act” means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments there, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019.

“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 as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has 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.

“Insured Loss” means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

“Insurer Deductible” means, for the period beginning on January 1, 2021, and ending on December 31, 2027, an amount equal to 20% of our direct earned premiums, during immediately preceding calendar year.

**Limitation of Liability**

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

**Policyholder Disclosure Notice**

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses occurring in any calendar year exceed \$200,000,000, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.:
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceeds \$100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

	<b>Schedule</b>	
<u>State</u>	<u>Rate</u>	<u>Premium</u>
PA	0.020	\$2,077

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective:  
Insured:

Policy No:

Endorsement No:  
Premium:

Insurance Company:

Countersigned by \_\_\_\_\_

**CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT**

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of a Catastrophe (Other Than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by Catastrophe (Other Than Certified Acts of Terrorism). This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 C), attached to this policy.

For purposes of this endorsement, the following definitions apply:

- Catastrophe (Other Than Certified Acts of Terrorism): Any single event, resulting from an Earthquake, Noncertified Act of Terrorism, or Catastrophic Industrial Accident, which results in aggregate workers compensation losses in excess of \$50 million.
- Earthquake: The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity.
- Noncertified Act of Terrorism: An event that is not certified as an Act of Terrorism by the Secretary of the Treasury pursuant to the Terrorism Risk Insurance Act of 2002 (as amended) but that meets all of the following criteria:
  - a. It is an act that is violent or dangerous to human life, property, or infrastructure.
  - b. The act results in damage within the United States, or outside of the United States in the case of the premises of United States missions or air carriers or vessels as those terms are defined in the Terrorism Risk Insurance Act of 2002 (as amended); and
  - c. It is an act that has 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.
- Catastrophic Industrial Accident: A chemical release, large explosion, or small blast that is localized in nature and affects workers in a small perimeter the size of a building.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (Other Than Certified Acts of Terrorism) is shown in Item 4 of the Information Page or in the Schedule below:

**Schedule**

State

Rate

Premium

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective:  
Insured:

Policy No:

Endorsement No:  
Premium:

Insurance Company:

Countersigned by \_\_\_\_\_

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**INST - 1  
(Ed 6-98)**

**INSTALLMENT BILLING SCHEDULE**

This endorsement forms a part of policy number 0000109137 issued to 21st Century Cyber Charter School by EASTERN ADVANTAGE ASSURANCE COMPANY.

Billing – Direct

Installment Option – 40/30/30: 40% down; 30% due at both 3 & 6 months

<u>Transaction</u>	<u>Due Date</u>	<u>Premium</u>
Installment No 01	07/15/2023	\$12,537.00
Installment No 02	10/01/2023	\$9,400.00
Installment No 03	01/01/2024	\$9,399.00

**\* Please note that the above installments do not include installment fees.**

**REMEMBER: IT IS IMPORTANT  
TO TELL YOUR EMPLOYER  
ABOUT YOUR INJURY**

The name, address and telephone number of your employer's workers' compensation insurance company, third-party administrator (TPA), or person handling workers' compensation claims for your company, are shown below.

**Employer Name:** 21st Century Cyber Charter School

**Date Posted:** 07/01/2023

**IF INSURED:**  
(Complete all applicable spaces)

**IF SOMEONE OTHER THAN INSURER IS  
HANDLING CLAIMS:**  
(Complete all applicable spaces)

Name of Insurance Company:  
EASTERN ADVANTAGE ASSURANCE COMPANY

Name of TPA (Claims Administrator):

Address: PO Box 83777  
Lancaster, PA 17608-3777

Address:

Telephone Number: 1-855-533-3444

Telephone Number: \_\_\_\_\_

Insurer Code: 2384

**IF SELF-INSURED:**  
(Complete all applicable spaces)

**IF SOMEONE OTHER THAN SELF-INSURER IS  
HANDLING CLAIMS:**  
(Complete all applicable spaces)

Name of person handling claims at  
the self-insured:

Name of TPA (Claims Administrator):

Address:

Address:

Telephone Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Insurer Code: \_\_\_\_\_

Any individual filing misleading or incomplete information knowingly and with the intent to defraud is in violation of Section 1102 of the Pennsylvania Workers' Compensation Act, 77 P.S. §1039.2, and may also be subject to criminal and civil penalties under 18 Pa. C.S.A. §4117 (relating to insurance fraud).

**Employer Information  
Services**  
717.772.3702

**Claims Information Services**  
toll-free inside PA: 800.482.2383  
local & outside PA: 717.772.4447

**Hearing Impaired**  
PA Relay 7-1-1

**Email**  
ra-li-bwc-helpline@pa.gov



*Auxiliary aids and services are available upon request to individuals with disabilities.  
Equal Opportunity Employer/Program*

## **NOTICE TO POLICYHOLDERS**

**EASTERN ADVANTAGE ASSURANCE COMPANY MAINTAINS AND PROVIDES ACCIDENT AND ILLNESS PREVENTION SERVICES AS REQUIRED BY THE NATURE OF THE POLICYHOLDER'S BUSINESS OR IT'S OPERATION IN ACCORDANCE WITH THE PENNSYLVANIA WORKERS' COMPENSATION ACT INCLUDING INFORMATION ABOUT THE 5% PREMIUM DISCOUNT AVAILABLE TO EMPLOYERS WHO FORM A CERTIFIED WORKPLACE SAFETY COMMITTEE. FOR MORE INFORMATION ABOUT THESE SERVICES, PLEASE CONTACT EASTERN ALLIANCE INSURANCE GROUP.**

**EASTERN ALLIANCE INSURANCE GROUP  
PO BOX 83777  
LANCASTER, PA 17608-3777  
(717) 396-7095 OR (888) 654-7100**



## **Eastern Alliance Insurance Group Workers' Compensation Claims Information**

- **ecovery®: Injured Workers First®**
- **[www.easternalliance.com](http://www.easternalliance.com)**
- **Claim Reporting**
- **Claim Reporting Worksheet**
- **Return to Wellness**
- **Medical Care Management**
  - **Medical Provider Panels/Preferred Provider Listings**
  - **Telemedicine**
  - **Pharmacy Card Program**
- **Subrogation**
- **Insurance Fraud Prevention**

# Welcome to **ecovery**<sup>®</sup>: Injured Workers First

With **ecovery**<sup>®</sup>, Eastern has redefined workers' compensation as workers' *recovery*, a unique 360 approach that breaks through the outdated, legacy barriers of claims management. It's innovative, personal, and holistic. It begins before an injury occurs and doesn't end until the worker returns to wellness and a productive life. Working together, we educate and collaborate with everyone in the most straightforward, easy-to-understand way possible—from you, your employees and your agent, to medical professionals and our preferred services providers. We are committed to helping return injured workers to wellness and achieving the best possible outcome. It's the responsible way of approaching workers' recovery – it's the Eastern Way.

## **Dedicated Experts**

This approach is made possible by our highly coordinated and systematic model built on a team of dedicated experts that includes: Claim Representative, Nurse, Client Outcomes Specialist, Marketing Representative, Underwriter, and Risk Management Consultant. Each team member is accountable and engaged from day one, unafraid to have the honest, and sometimes tough, conversations that ensure each injured worker achieves an optimal recovery and Return to Wellness. When an insurance company is passionate and forthright, and focuses on putting the worker's needs and recovery first, good things happen.

## **Focus on Outcomes**

Our comprehensive medical care management approach helps us achieve better outcomes, which results in resolving and closing claims promptly. Provider panels, early nurse intervention for the worker, premier physicians, pharmaceutical and durable medical equipment providers, complex pain program, and more—all aspects of medical care are expertly coordinated and managed. Couple this with our careful evaluation of medical provider bills, and we are able to effectively manage and contain medical costs while simultaneously delivering superior outcomes.

## **Strategic partnerships**

Our better outcomes are not based on chance or luck; they are the results of our innovative **ecovery**<sup>®</sup> philosophy and the strategic partnerships that we have developed for over 20 years. Our partners are evaluated on how well they mirror Eastern's Core Values, our **ecovery**<sup>®</sup> and Return to Wellness philosophy, and the Eastern Way service model.

- Our partners are individually evaluated and strategically chosen for their expertise in their field and their ability to apply fresh outlooks and obtain better outcomes for all workers' compensation stakeholders.
- They must also align with our **ecovery**<sup>®</sup>, Return to Wellness, and N3L3 risk management philosophies.
- Eastern also has unique partnerships with non-profit organizations that can assist with returning employees to meaningful work when temporary restrictions are difficult to accommodate.

We are proud to be your partner in protecting your employees and your bottom line. Please do not hesitate to call on any member of your Eastern team if we can be of service to you.

# www.easternalliance.com

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A variety of resources, including this claim packet, are available via [www.easternalliance.com](http://www.easternalliance.com). By registering on the website, you can access tools and perform a variety of tasks:

- **Become a Workers' Recovery expert** – WC 101, FAQ, Safety Tool Library, Safety Source on-demand video access, and much more. The Solutions/**ecovery**<sup>®</sup> section offers customizable tools, industry links, and education geared towards employers and injured workers. There's also an **ecovery**<sup>®</sup> Library and extensive fraud prevention resources.
- **Report an injury and download temporary pharmacy cards** – File online (or speak to our Eastern Claim Support Center) 24/7. Then, print out a temporary pharmacy card to fill prescriptions.
- **Access My Dashboard** – View key metrics and claim information and obtain monthly reports through your Dashboard.

Put [www.easternalliance.com](http://www.easternalliance.com)'s power at your fingertips—get started today:

1. Select an individual to register your policy online. This person's user account will automatically be granted administrative permissions. They will be able to create additional user accounts for your organization and manage their permissions. You can have as many user accounts as you wish, and each one can have different permissions. Multiple users can have administrative permissions to your policy.
2. Go to [www.easternalliance.com](http://www.easternalliance.com) and click on the "Register" link. On the Profile Information screen, enter your policy number and registration code (found in your Welcome email and policy packet). You'll be emailed an activation link—you have 30 days to activate your user account.
3. When administrators sign-in and click on their name above "My Dashboard", there will be a "Manage Users" link in the drop-down box. The Manage Users table displays all users, and lets administrators create additional users, adjust permissions, and disable user access to your policy.
4. To protect your information, [www.easternalliance.com](http://www.easternalliance.com) uses two-step authentication through an emailed verification code and encrypts passwords. Neither Eastern nor policy administrators can set or view a user's password information. Passwords can be automatically reset through the "Forget your password?" link in the login box. Passwords require a combination of upper- and lower-case letters, numbers, and symbols.

For additional information on registering and administrating your policy on [www.easternalliance.com](http://www.easternalliance.com), please refer to your policy packet. You can also contact Eastern with your questions at 1.855.533.3444—press #5 for website assistance!

# Claim Reporting

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Promptly returning your employees to wellness and productivity is our central focus. Our efforts are most effective when you report your claims to us immediately. **All work-related injuries should be reported to us as soon as possible.** The worksheet on the following pages will help you gather information needed to report the claim to us.

**Eastern Alliance Insurance Group offers two options to report your claims:**

**Option #1: Call our Claim Support Center** at 1.800.336.3658 (available 24/7) to speak with an Eastern Associate Claim Specialist. The Associate Claim Specialist will provide you with a claim number. After a quality control review, copies of the First Report of Injury form will be distributed to the policyholder, agent, and appropriate state agency (as required).

**Option #2: Report your claim online.** First, log-in to [www.easternalliance.com](http://www.easternalliance.com) and click on the “Report a Claim” heading that is to the right of the Eastern logo. On the Report a Claim page, click on the orange Report a Claim Online box. A new window will open requesting the date of injury for your claim and the state in which it occurred. If your website user account is associated with more than one Eastern policy that was active during the date of injury, you will be prompted to select which policy the claim should be filed under. Click on “Next” to proceed to the Intake claim submission portal, where you will verify the contact and policy information and complete the remainder of the form. A confirmation message will appear on the final page when your claim has been submitted. At that point, you may click on “Close Application” to exit the portal.

After a quality control review, copies of the First Report of Injury form will be distributed to the policyholder, agent, and appropriate state agency (as required). This distribution will contain the claim number.

Please note, some fields are required to submit the claim and other fields that are required as part of our quality review. If you do not have this information initially, please obtain and provide it to us after you submit the claim.

<b>Information Required to Submit a Claim:</b>	<b>Additional information needed after the claim is submitted (due to state reporting requirements):</b>
<i>Date of Loss (injury)</i>	
<i>Person submitting the claim and their title</i>	<i>Injured Worker’s: Social Security Number Address Phone number Date of Birth Date of Hire</i>
<i>Employer name</i>	<i>Return to Work information</i>
<i>Jurisdiction state (state of the claim)</i>	
<i>Injured Worker’s full name</i>	
<i>Is the employer’s physical address the same as their mailing address?</i>	
<i>Injury cause, body part and nature of injury</i>	
<i>Accident description</i>	
<i>Where the accident occurred</i>	
<i>Whether the injury resulted in death</i>	

Direct all claims correspondence (including medical bills and reports) to us at:

Eastern Alliance Insurance Group  
PO Box 14138  
Lexington, KY 40512  
Claims correspondence: [irindexing@eains.com](mailto:irindexing@eains.com)

Eastern Alliance Insurance Group Claim Reporting Worksheet  
24/7 Teleclaim: 1.800.336.3658 / Online: [www.easternalliance.com](http://www.easternalliance.com)

DO NOT FAX OR EMAIL THIS FORM TO US (FOR INFORMATION GATHERING PURPOSES ONLY)

**General Information**

Date of loss/injury: \_\_\_\_\_ Submitter name and title: \_\_\_\_\_

Submitter phone #: (\_\_\_\_) \_\_\_\_\_

Who is the contact person for the claim?: \_\_\_\_\_

First Report of Injury distribution:

If you want the First Report of Injury **emailed**, please provide an email address (you can provide up to 2):

\_\_\_\_\_

If you want the First Report of Injury **faxed**, please provide a fax number (you can provide up to 2):

(\_\_\_\_) \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_

**Policyholder Information**

Employer mailing address: \_\_\_\_\_

County: \_\_\_\_\_

Physical address if different than mailing address: \_\_\_\_\_

County: \_\_\_\_\_

Location code/name where accident occurred: \_\_\_\_\_

Policy number: \_\_\_\_\_

**Injured Worker Information**

Injured Worker's Social Security Number: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Injured Worker's name: \_\_\_\_\_

Injured Worker's mailing address: \_\_\_\_\_

Injured Worker's phone # with area code: (\_\_\_\_) \_\_\_\_\_ Gender: \_\_\_\_ Marital status: \_\_\_\_

Birth date: \_\_\_\_/\_\_\_\_/\_\_\_\_ # of dependents: \_\_\_\_

Hire date: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of hire: \_\_\_\_ Job title: \_\_\_\_\_

Employment status: \_\_\_\_\_ Was the injured worker paid full wages for the day of injury?: \_\_\_\_

Supervisor name and phone #: \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_

**Accident Information**

Did the accident occur on the employer's premises?: \_\_\_\_

If no, provide the accident site's name/address: \_\_\_\_\_

Time of Injury: \_\_\_\_\_ Time shift began: \_\_\_\_\_

Did the injured worker lose time as a result of the injury?: \_\_\_\_\_

Date last work or # of days off: \_\_\_\_\_ First day off of work: \_\_\_\_\_

Has the injured worker returned to work (RTW)? \_\_\_\_\_ Date Returned: \_\_\_\_\_

If RTW, is the injured worker working with or without restrictions? \_\_\_\_\_

If working with restrictions: Will the injured worker lose any wages/hours/benefits?: \_\_\_\_\_

Please list any work restrictions: \_\_\_\_\_

\_\_\_\_\_

Date employer notified of the injury: \_\_\_\_\_ Name of person notified: \_\_\_\_\_

Did the injury result in death?: \_\_\_\_\_

Nature of injury: \_\_\_\_\_

Body part(s) injured: \_\_\_\_\_

If applicable: Right/Left/Both (circle one)                      Finger/Toes (which finger or toe): \_\_\_\_\_

Cause of injury: \_\_\_\_\_

Description of accident: \_\_\_\_\_

Were safeguards or safety equipment provided?: \_\_\_\_\_

Witness name and phone #: \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_

Witness name and phone #: \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_

**Treatment Information**

What type of initial treatment did the Injured Worker receive? \_\_\_\_\_

Was there emergency medical/ambulance service provided at time of loss? \_\_\_\_\_

Name, address, phone # of medical provider/facility: \_\_\_\_\_

\_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_

Physician name: \_\_\_\_\_

Follow-up treatment information: \_\_\_\_\_

\_\_\_\_\_

Was a list of medical providers (panel) given to the Injured Worker? \_\_\_\_\_

**Additional Information**

# Return to Wellness

## **What is a “Return to Wellness” program?**

**Return to Wellness** is Eastern’s innovative, holistic program to help return injured workers to wellness and productivity by using work as a therapeutic tool. Unlike basic “return to work” programs, Eastern’s **Return to Wellness** program focuses on all aspects of a lost-time claim, including the economical, physical, psychological, and financial benefits of returning injured workers to modified duty. **Return to Wellness** empowers employers and injured workers to move through a difficult claim, restoring them to a state of wellness.

## **Why should I implement a Return to Wellness program?**

By starting a **Return to Wellness** program, you are taking the first step in showing your commitment to the wellbeing of your company and your employees. Effective **Return to Wellness** programs are a best practice for employers and they can help reduce your workers’ compensation insurance costs.

## **What are the benefits of Return to Wellness programs?**

A **Return to Wellness** program provides you with the resources to promote faster recovery, reduce your insurance costs, increase productivity, improve retention, and promote a culture of commitment to your employees’ wellbeing. Your employees also benefit from a **Return to Wellness** program. Employees gain an increased sense of job security, a safe rehabilitation program, and the social interaction with and support of coworkers.

## **What resources does Eastern provide?**

Eastern provides you with the tools and resources that you need to implement a successful **Return to Wellness** program. Through our website, you have access to a variety of tools, resources, and training materials to assist in your return to wellness initiatives, including program templates. The website also provides valuable information specifically for your injured workers.

## **When should I start a Return to Wellness program?**

**Return to Wellness** programs are most effective when they are implemented before an injury occurs. Visit [www.easternalliance.com](http://www.easternalliance.com) today for resources to get started or contact your Eastern service team for assistance on creating a program that works for your organization!

## **What if I have a claim and I don’t have a formal Return to Wellness program in place?**

If claim occurs prior to implementing your formal **Return to Wellness** program, don’t worry! Many of the tools can be effectively used at any stage of the claim. Your Eastern service team is here to help you navigate any **Return to Wellness** challenges that may arise.

# Medical Care Management

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Eastern's focus on early intervention and proactive disability management produces better outcomes that matter to your employees and your bottom line. Our knowledgeable professionals use proven claim handling and medical care management measures that return injured workers to wellness faster and reduce your claim costs. Eastern directly applies these savings to the medical portion of your claim total.

## **Medical Provider Panels/Preferred Provider Listings (alternatively, Directing Medical Care)**

Eastern uses a variety of tools to direct medical care as jurisdictionally appropriate. Helping injured workers receive the best care possible results in better outcomes, faster claims closings and reduced costs. One of these tools is the implementation of medical provider panels/preferred provider listings where appropriate. These panels make use of various PPO networks to ensure that injured workers receive the highest quality of care through a combination of qualified medical providers focused on occupational injuries. Since each jurisdiction has its own regulations regarding direction of medical care, please refer to your policy materials for information specific to your situation.

## **Telemedicine**

Eastern's partner, Concentra Telemed, is the first telemedicine platform designed for the treatment of work-related injuries and illnesses. Using a smartphone, computer or tablet, workers can connect with a licensed Concentra clinician and receive immediate attention to minor medical issues, work injury care rechecks and more.

Benefits of using telemedicine for workplace injuries include enhanced access to physicians, reduced wait times, and immediate treatment of injuries. Injured workers experience greater satisfaction with medical care and a quicker return to work and their life. To learn more or ask if it is an appropriate option for your organization, please contact your agent or an Eastern team member.

## **Pharmacy Card Program**

Eastern has partnered with KeyScripts, a pharmacy benefit manager, to ensure your injured workers receive medications in a timely fashion. Their First Fill program prevents pharmacy phone calls to confirm coverage, avoids waiting for authorization of medicines, eliminates out-of-pocket expense for injured workers, and eliminates the need to forward additional paperwork for reimbursement.

Our website offers information on the First Fill program and downloadable temporary prescription cards. If you do not have a temporary card (included with your Welcome email), you can contact your Eastern service team or download one. Log-in to [www.easternalliance.com](http://www.easternalliance.com), click 'Report a Claim', and then click on the "KeyScripts Pharmacy Card" link in the top middle box. When an employee reports a claim to you, activate the card before providing it to the employee to use at the pharmacy. Activation takes less than 5 minutes—the supervisor calls the listed number and provides basic information to KeyScripts. A claim number is not necessary to get the process started. Your employee will receive a permanent card via USPS about 7-10 days after the claim is reported.

Due to jurisdictional laws, temporary cards will not and should not be provided for claims in Delaware and West Virginia. Cards for those states will be issued once the claim is received. If an injured worker in those states has an immediate prescription need, please contact Eastern.

# Subrogation

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When an employee has been injured, Eastern utilizes several steps to manage the resulting claim towards a cost-effective and fair conclusion. One of those steps is to determine subrogation potential, and wherever possible, to pursue recovery on behalf of you, the employer.

Subrogation is when an insurance carrier seeks reimbursement for the benefits paid out to the injured worker, from the person or entity legally responsible for the worker's accident, on behalf of the employer. An example of subrogation potential is when a person, product, machinery, or circumstance bears some responsibility for causing a worker's injury. For workers' compensation purposes, that individual or entity is known as a third party. While the presence of a third party does not change who bears ultimate responsibility for compensating the worker for their work-related losses (the employer must pay the workers' compensation benefits), subrogation allows an employer paying workers' compensation benefits to either step into the worker's place or participate with the worker in a lawsuit against the third party.

The injured worker is paid only once for the medical expense and wage loss benefits associated with the workers' compensation claim. Through subrogation, a portion of a settlement or award from a lawsuit that includes amounts for losses paid by workers' compensation is **refunded** to the carrier/employer who asserted the subrogation claim.

To assist Eastern in determining and pursuing subrogation potential, evidence must be retained when a potential third party is at fault. This may involve:

1. Keeping machine parts, equipment parts, appliances, chemicals, containers
2. Photos of the accident scene
3. Purchase agreements or any associated records

There can be legal consequences for not keeping evidence. Evidence that is lost or not kept is referred to as spoliation. Should you have any questions on the preservation of evidence, please contact your Eastern claims representative.

# Insurance Fraud Prevention

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According to some estimates, fraudulent insurance claims cost American businesses more than \$18 billion per year. “True” fraud occurs when the employee alleges a nonexistent injury or claims that a condition is work-related when it is not. More common than “true” fraud is abuse of the system, commonly referred to as “malingering.” This occurs when the employee sustains a compensable injury and then prolongs the disability period by means such as exaggerating their symptoms, failing to comply with their treatment plan, or “doctor shopping.”

You, the employer, play a crucial role in detecting potential fraud. The following are some positive steps you can take to minimize the cost of fraud and malingering to your organization.

- **Employee Screening** - An employee who misrepresents information on their application is more likely to commit fraud, so check references and verify information.
- **Educate Employees** - Clearly communicate your company’s workers’ compensation philosophy and safety policy. Educate employees on the financial impact of fraudulent claims to your company and to them through higher insurance premiums. Encourage them to report possible fraud.
- **Be Alert** - Watch for these “red flag” indicators of workers’ compensation fraud. None of these by itself is necessarily suspicious, but the presence of one or more should be reported to Eastern for closer scrutiny.
  - Injured worker was recently disciplined or is soon to be laid off.
  - Injured worker is new to the job.
  - Injured worker has a history of excessive or unexplained absences.
  - Injured worker changes physicians when released to return to work.
  - Injured worker is difficult to reach by phone after injury.
  - Injured worker fails to keep physician appointments.
  - Incident is not witnessed or occurs outside the normal work area.
  - Incident occurs at the beginning or end of the work week / shift.
  - Incident is not promptly reported by worker.
  - Details of incident are vague or inconsistent.
  - Rumors among co-workers that incident is not legitimate.

Additional information and resources regarding insurance fraud prevention is available on [www.easternalliance.com](http://www.easternalliance.com).

If you suspect a fraudulent workers’ compensation claim, please notify Eastern immediately so we can conduct a thorough investigation and, if warranted, notify the appropriate criminal justice authorities.



# EasternAlliance.com

## Your one-stop resource for everything workers' comp!

### ***Start today!***

The first step is to register your policy—the next page shows you how. Need help? Contact us at 855.533.3444 and ask for Website assistance.

When you register your policy, you can create user accounts with full access to:

### ***Become a Workers' Compensation expert***

Visit Workers' Compensation 101 and FAQ in the Resources menu for education on workers' compensation topics. Want in-depth information? Take a look at our Insurance Webinars hub for on-demand training.

### ***Prevent workplace injuries***

Under our Resources drop-down menu, check out our Safety Tools library for toolkits, training materials, accident prevention alerts, templates, handouts, N3L3® resources, and more. The Safety Videos link provides you with hundreds of streaming safety videos, many of which are also available in Spanish. Check our Safety Webinars hub for upcoming and on-demand webinars, as well as N3L3 Safety Leadership Program training.

### ***Report an injury and download temporary pharmacy cards***

File online or speak to a specialist 24/7—it's your choice. Either way, you can download a worksheet to compile information and print out a temporary pharmacy card to fill prescriptions.

### ***Help return injured workers to wellness and productivity***

Think differently about the recovery process. **ecovery**® uses a unique 360° approach that helps your injured workers achieve the fastest and safest recovery, returning them to a productive life both in and out of the workplace. Under Solutions / **ecovery**, you'll find plenty of customizable tools, industry links and education geared towards employers and injured workers. Don't forget to check out the website's **ecovery** library and extensive fraud prevention resources.

### ***Make an electronic payment and elect paperless billing***

View invoices and statements, and make electronic payments in My Payment Center. You can also sign-up for automatic EFT payments and choose to receive your invoices and statements through email. If you're on the parallel pay® program, you can access the portal through the Payment Center.

### ***Access My Dashboard***

View key metrics and claim information and access monthly reports through My Dashboard

## ***Policyholder Registration Instructions***

1. Select an individual to register your policy on the website. This person's user account will automatically be granted administrative permissions. They will be able to create additional user accounts for your organization and manage their permissions. You can have as many user accounts as you wish, and each one can have different permissions. For example: one user can have access to billing and another can have access to claim reporting. Multiple users can have administrative permissions.
2. Go to [www.easternalliance.com](http://www.easternalliance.com) and click on the "Register" link in the top right of the page. You will be directed to the Profile Information screen, where you will need your policy number and registration code. After providing your contact information, you will be emailed an activation link. You have 30 days to activate the user account.



The screenshot shows a web form titled "Profile Information." with three input fields: "Policy number", "Registration code", and "Email address". Each field has a horizontal line below it for text entry. In the bottom right corner of the form, there is a "NEXT →" button.

Policy #: **0000109137**  
Registration Code: **27920181**

Once your policy is registered online; no one else can register the policy.

3. You can create additional users by clicking the "Manage Users" link in the drop-down box that appears when you sign-in and click on your name. Only users with administrative permissions see this link. After you create a user account, an activation link will be emailed. The Manage Users table notes if the user has activated their account or if this is pending. You can resend an activation email, disable a user's access to your policy, and edit user profiles through the Manage Users table.
4. User accounts limited to Payment Center-only access can be created outside of the process above by using information on your policy's invoices/statements. If your policy has users with administrative permissions, they will receive an email if a Payment Center-only account is created and can disable or manage permissions for this user.
5. The user who registers your policy is automatically granted all permissions, including administrative permissions. User permissions can be customized by clicking on their email in the Manage Users table and editing their User Profile. There is an "Entity Administrator" template available in the User Profile; clicking on this template enables all permissions for the user, including administrative permissions.
6. To protect your information, [easternalliance.com](http://easternalliance.com) uses two-step authentication (emailed verification code) and encrypts passwords. Neither Eastern nor policy administrators can set or view a user's password information. A user can reset their password by clicking on the "Forgot your password?" link in the login box. Passwords require a combination of upper- and lower-case letters, numbers, and symbols.

**Questions? Contact Eastern at 855.533.3444 and ask for Website assistance!**

## RETAIL LEASE AGREEMENT

THIS RETAIL LEASE AGREEMENT (this "Lease") dated November 8, 2016 is made and entered into by and between REGIONAL DEVELOPMENT PARTNERS -- BLUE SPRUCE, L.P., a Pennsylvania limited partnership ("Landlord") and 21<sup>st</sup> Century Cyber Charter School, a Pennsylvania non-profit corporation ("Tenant"). For the purposes of this Lease, Landlord and Tenant are sometimes referred to individually as a "Party" and collectively as the "Parties". In consideration of the mutual agreements set forth, and intending to be legally bound hereby, the Parties agree as follows:

### ARTICLE 1- BASIC LEASE PROVISIONS

1.1 Fundamental Lease Provisions. The following references define terms used in this Lease and shall be construed in accordance with all the provisions and conditions set forth in this Lease:

A. Shopping Center: The property located at 221 Blue Spruce Way, Murrysville, Westmoreland County, Pennsylvania. The legal description of the Shopping Center is attached as Exhibit "A".

B. Premises: Space Module 5a Upper Level Office Space of the East Building of Shopping Center, containing approximately 4500 rentable square feet together with all improvements thereon as shown in Exhibit "B" (collectively, the "Premises").

C. Term:

Initial Term: Five (5) Lease Years

D. Rent Commencement Date: December 1, 2016

E. Estimated Delivery Date: December 15, 2016.

F. Expiration Date: The last day of the final Lease Year of the Term, unless sooner terminated or extended in accordance with this Lease.

G. Base Rent:

Five Year term:

Year 1: \$25.00 psf

Base Rent shall increase 2% per annum

Permitted Use: Tenant may use the Premises for a Cyber Charter School, currently catering to students in grades 6-12 or other legally permissible use, subject to Landlord's consent, which shall not be unreasonably delayed or withheld.

Landlord's Address:

Notice: Regional Development Partners – Blue Spruce, L.P.  
5544 Darlington Avenue  
Pittsburgh, PA 15217  
Attention: Herky Pollock  
Phone: 412-394-9840  
Fax: 412-918-5638

Copy to: Babst Calland  
Two Gateway Center, 7<sup>th</sup> Floor  
Pittsburgh, PA 15222  
Attention: Justin D. Ackerman, Esq.  
Phone: 412-394-5698

H. Tenant's Address:

Notice:  
21<sup>st</sup> Century Cyber Charter School  
126 Wallace Ave  
Downingtown, PA 19335  
Attention:  
Phone:  
Fax:

Copy to:  
Kevin M. McKenna, Esq.  
Latsha, Davis & McKenna, P.C.  
350 Eagleview Boulevard, Suite 100  
Exton, PA 19341  
Phone: (610) 524-8454  
Fax: (610) 524-9383

Broker: The Parties hereby represent and warrant to one another that they have not engaged any real estate broker or finder, and that no commissions or finder's fees are due in connection with this Lease other than to CBRE, Inc. and NAI Pittsburgh (collectively, the

"Broker"). The Broker shall be paid in full by Landlord, pursuant to a separate agreement between Broker and Landlord. Landlord and Tenant agree that the Broker is the only person due a commission or fee derivative to this Lease.

I. Tenant's Pro Rata Share: A fraction, the numerator of which is the total number of square feet of Floor Area in the Premises (which is presently estimated to be 4500 square feet) and the denominator of which is the total the Floor Area of the Shopping Center, Excluding any Government Owned entities or the Floor Area of any and all Outbuildings (which is presently estimated to be 8.21%). Tenant's Pro Rata Share may decrease or increase during Tenant's occupancy of the Premises based on Landlord's recalculation of Tenant's Pro Rata Share from time to time to reflect reconfigurations, additions, or modifications to the Premises or Shopping Center.

1.2 Exhibits. Attached hereto and forming part of this Lease are the following Exhibits:

- Exhibit "A" - Shopping Center Legal Description
- Exhibit "B" - Premises
- Exhibit "C" - Landlord's Work
- Exhibit "D" - Estoppel Certificate
- Exhibit "E" - Tenant's Work
- Exhibit "F" - Signage

1.3 Certain Defined Terms. As used in this Lease, the following capitalized terms and phrases shall have the meaning ascribed to them, respectively, as follows:

"Additional Rent" shall have the meaning set forth in Section 4.3.

"ADA" shall have the meaning set forth in Section 9.4.

"Administrative Fee" shall have the meaning set forth in Section 10.2.

"Alterations" shall have the meaning set forth in Section 9.3.

"Authority" shall mean the federal government and the governments of the city, county and state within which the Shopping Center is situated and their respective divisions and departments, as the case may be.

"Base Rent" shall have the meaning set forth in Section 4.2.

"Brokers" shall have the meaning set forth in Section 1.1.E.

"Building" shall mean the building of which the Premises is a part, and any additions to, substitutions for, changes in or replacements of, the whole or any part thereof (excluding, however, Tenant's Personal Property and the personal property of other tenants and occupants).

"Claims" shall mean any loss, cost, liability, suit, claim, damage, or expense including, but not limited to, penalties, fines, and reasonable attorneys' fees and costs.

"Commencement Date" shall have the meaning set forth in Section 1.1.D.

"Common Areas" shall mean all areas within the Shopping Center that are now or hereafter made available for the general use, convenience and benefit of the tenants of the Shopping Center and their customers, visitors and invitees.

"Common Area Expenses" shall have the meaning set forth in Section 10.2.

"Default Rate" shall mean a rate of interest equal to twelve percent (12%) per annum or the maximum lawful rate, whichever is less.

"Delivery Date" shall have the meaning set forth in Section 3.1.

"Delivery Date Notice" shall have the meaning set forth in Section 3.1.

"Delivery Requirements" shall have the meaning set forth in Section 3.1.

"Designated Times" shall have the meaning set forth in Section 6.1.D.

"Event of Default" shall have the meaning set forth in Section 15.1.

"Estimated Delivery Date" shall have the meaning set forth in Section 1.1.F.

"Expiration Date" shall have the meaning set forth in Section 1.1.G.

"Extension Term Notice" shall have the meaning set forth in Section 3.2.

"Extension Term(s)" shall have the meaning set forth in Section 3.1.

"Floor Area" shall mean all space available for occupancy by each tenant within the Premises, Building or Shopping Center, as the case may be, as measured from the exterior surface of exterior walls (and from the extensions thereof, in the case of openings) and from the center of common walls and shall include, but not be limited to, restrooms, warehousing or non-mezzanine storage areas, clerical or office areas and employee areas.

"Hazardous Materials" means any hazardous or toxic substances, materials or wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302), and amendments thereto, or such substances, materials and wastes which are or become regulated under any Laws, including, without limitation, any material, waste or substance which is (i) petroleum (including, without limitation, crude oil or any fraction thereof), gasoline, diesel fuel or other petroleum hydrocarbons, (ii) asbestos (including, without limitation, "regulated asbestos-containing material" and "asbestos-containing waste material", as defined in 40 CFR §61.141), (iii) polychlorinated biphenyls, (iv) defined as a "hazardous substance" under Section 103 of the Pennsylvania Hazardous Site Cleanup Act, 35 P.S. §6020.101, *et seq.*, (v) defined as a "hazardous waste" under Section 103 of the Pennsylvania Solid Waste Management Act, 35 P.S.

§6018.101, et seq., (vi) defined as a "regulated substance" under Section 103 of the Storage Tank and Spill Prevention Act, 35 P.S. §6021.101, et seq., (vii) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. §1251, et seq., or listed pursuant to Section 307 of the Clean Water Act, 33 U.S.C. §1317, (viii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq., (ix) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, et seq. or (x) is considered an "infectious or chemotherapeutic waste" pursuant to the Infectious and Chemotherapeutic Waste Plan Development Act, 35 P.S. §6901.1, et seq. References to any of the foregoing statutes shall include all applicable regulations promulgated thereunder and any amendments thereto or replacements thereof.

"Holdover Date" shall have the meaning set forth in Section 19.2.

"Initial Term" shall have the meaning set forth in Section 3.1.

"Insurance" shall have the meaning set forth in Section 11.3.

"Landlord" shall have the meaning set forth in the opening paragraph.

"Landlord's Work" shall mean all work required of Landlord to prepare and deliver the Premises to Tenant as set forth in Exhibit "C".

"Lease Year" shall mean that period during the Term of this Lease which shall initially commence on the Commencement Date or the annual anniversary thereof and shall expire a full twelve (12) consecutive calendar months thereafter; provided, however, (a) if the Commencement Date is a day other than the first day of a calendar month, then the first Lease Year shall include that period of time from the Commencement Date up to the first day of the next calendar month, and any subsequent Lease Year shall be the twelve (12)-month period beginning on the first day of such month, and (b) the last Lease Year shall end on the date when this Lease expires or is terminated in accordance with the terms of this Lease.

"Leasehold Improvements" shall mean all on-site improvements constructed and on-site utilities installed by Tenant in and on the Premises.

"Legal Requirements" shall mean all applicable laws, statutes, codes, ordinances, orders, rules, and regulations, as amended from time to time, of all Authorities with jurisdiction over Tenant or Landlord or the Premises or the Shopping Center or the use or manner of use thereof.

"Lender" shall have the meaning set forth in Section 17.1.

"Minimum Sales Threshold" shall have the meaning set forth in Section 20.29.A.

"Minimum Times" shall have the meaning set forth in Section 6.1.D.

"Mortgage" shall mean any mortgage, deed of trust, sale and leaseback or other form or conveyance or encumbrance for financing with respect to Landlord's interest in the Premises or the Shopping Center.

"Mortgagee" shall mean the mortgagee, beneficiary, lessor under a sale and leaseback, or holder of a Mortgage.

"Outbuilding(s)" shall mean any building within the Shopping Center entirely designed for the use of one tenant.

"Party(ies)" shall have the meaning set forth in the opening paragraph.

"Pass-Through Capital Replacement Expenditures" shall mean those expenditures: (i) required under any Legal Requirement that comes into effect after the date hereof; (ii) intended to cause a reduction in any item of Common Area Expenses or improve the utility, efficiency, or capacity of any Shopping Center system; or (iii) necessary, in Landlord's sole, reasonable discretion, to enhance the security systems and improve the security measures at the Shopping Center.

"Permitted Use" shall have the meaning set forth in Section 1.1.1.

"Personal Property" shall mean tangible personal property of Tenant not permanently affixed to the Premises, including, but not limited to, signs, trade fixtures, furniture, furnishings, mounted audiovisual equipment and business equipment and any additions to, substitutions for, changes in or replacements of, the whole or any part thereof.

"Remedial Work" shall have the meaning set forth in Section 5.1.

"Rent" shall have the meaning set forth in Section 4.1.

"Rent Commencement Date" shall mean December 1, 2016.

"Restoration" shall mean the restoration, repair, replacement or rebuilding of the Premises or Shopping Center or any part or portion thereof to a condition and character substantially comparable to that immediately prior to any damage, destruction or partial Taking.

"Shopping Center" shall have the meaning set forth in Section 2.1.

"Signage" shall have the meaning set forth in Section 20.3.

"Substantially Complete" shall mean the remaining uncompleted portion (if any) of any work shall be minor details of construction of such nature that the performance thereof will not materially interfere with the use of the portion of the Shopping Center at issue, including, without limitation, Tenant's performance of Tenant's Work and the ability of Tenant to lawfully open for business to the public in the Premises.

"Lease" shall have the meaning set forth in the opening paragraph.

"Taking" shall mean a taking during the Term of all or any part of the Premises or Shopping Center, or any interest therein or right accruing thereto, as the result of the exercise of

the right of condemnation or eminent domain. A sale or conveyance in lieu of or in anticipation of the exercise of any such right of condemnation or eminent domain shall be considered a Taking. A Taking shall be deemed to have occurred by entry into possession by the taking authority.

"Taxes" shall have the meaning set forth in Section 4.5.A.

"Tenant" shall have the meaning set forth in the opening paragraph.

"Tenant Improvement Allowance" shall have the meaning set forth in Section 9.1.B, if applicable.

"Tenant's Work" shall mean all work Tenant deems necessary to prepare the Premises for Tenant's opening for business as set forth in Exhibit "E".

"Term" shall mean the Initial Term along with any and all Extension Terms.

## ARTICLE 2- PREMISES

2.1 Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises for the consideration and upon and subject to the terms and conditions set forth in this Lease. Tenant acknowledges that the Premises are also designated as Space 221 within the Eastern Building of the shopping center known as the Blue Spruce Shoppes (the "Shopping Center").

2.2 Condition of Premises. Landlord represents and warrants to Tenant that as of the Delivery Date, the Premises shall comply in all material respects with applicable Legal Requirements, including, but not limited to, the ADA, and that Landlord's Work shall be completed in a workmanlike manner and free of material defects. In the event that it is determined by Tenant that this warranty has been violated, then it shall be the obligation of Landlord, after receipt of written notice from Tenant setting forth with specificity the nature of the violation, to rectify such violation within a reasonable period of time, at Landlord's sole cost and expense.

2.3 No Warranty. Except as otherwise set forth in Section 2.2, Tenant hereby accepts the Premises in its "as-is" "where-is" condition with the understanding that Landlord will not make any repairs or improvements thereto or thereon. Landlord makes no representations or warranties relating to the Premises, or the suitability thereof for Tenant's intended uses or purposes, and Landlord hereby disclaims all warranties relating to the Premises, including, but not limited to, the implied warranties of fitness for a particular purposes or commercial habitability, if applicable. Tenant hereby represents and warrants to Landlord that Tenant has made its own investigation and examination of all the relevant data relating to or affecting the Premises and is relying solely on its own judgment in entering into this Lease; specifically, and without limitation, Tenant represents and warrants to Landlord that Tenant will have an opportunity to measure the actual dimensions of the Premises and agrees to the square foot figures set forth above for all purposes of this Lease.

### ARTICLE 3- TERM

3.1 Term. This Lease shall be effective as of the mutual execution of this Lease. The "Initial Term" of this Lease shall commence on the Commencement Date and shall expire on the Expiration Date, unless terminated earlier as permitted hereunder. The "Delivery Date" shall be the date upon which all of the following requirements are satisfied and Landlord notifies Tenant in writing of said satisfaction: (i) Landlord's and Tenant's receipt of a fully-executed version of this Lease; (ii) the Premises are in broom-clean condition and free from any other tenancies; (iii) Tenant receives Landlord's written approval of Tenant's construction drawings, plans, and specifications relative to Tenant's Work; and (iv) Landlord's Work is Substantially Complete (3.1(i) through 3.1(iv) collectively, the "Delivery Requirements"). Tenant shall use diligent efforts to pursue and obtain Tenant's permits and shall keep Landlord apprised of the status of obtaining the same. If Tenant experiences any unreasonable delay or difficulty in obtaining any of Tenant's permits, it will promptly notify Landlord of the same, and Landlord may assist Tenant, where reasonable and necessary, in obtaining such Tenant's permits or to obtain such Tenant's permits in its own name.

A. Upon execution of this Lease and through May 31, 2017 Tenant shall endeavor to obtain Pennsylvania Department of Education (PDE) approval to occupy the Premises as a cyber charter school facility. The form and substance of said request for PDE approval shall be within the Tenant's sole and absolute discretion. Should PDE disapprove of the Premises or should Tenant no longer seek to occupy the Premises, from the date of execution through May 31, 2017, Tenant at its option and within its sole discretion may terminate this Lease, effective May 31, 2017. Should Tenant choose to terminate this Lease under this provision, this Lease shall terminate effective May 31, 2017 without penalty to Tenant and neither Party shall have any further obligation to the other.

B. Landlord shall have no obligation to commence performance of the Delivery Requirements within this Article 3 until Tenant provides Landlord written notice of its intent to use and occupy the Premises as a cyber charter school. Upon receipt of said notification from Tenant, Landlord shall commence Landlord's Work and substantially complete Landlord's Work within (90) ninety days from the date of said notice from Tenant.

C. From the date of Rent Commencement through Expiration of this Lease, Tenant shall be permitted to affix a banner or sign on the exterior of the Premises. The size and location of any said banner shall be subject to Landlord's approval, said approval not to be unreasonably delayed or withheld.

3.2 RIGHT TO TERMINATE. Tenant may terminate the Lease after Year 3, by giving Landlord no less than six (6) months written notice prior to the end of Year 3. This shall be a one-time right to terminate, with no penalty to Tenant, except as otherwise provided herein.

3.3 RIGHT TO RENEW. Tenant shall have the right, but not the obligation, to renew this Lease for an additional five (5) year term upon providing the Landlord written notice twelve (12) months prior to the expiration of the Initial Term of this Lease. The provisions of this Lease shall apply to any said Renewal Term including Article 4, Rent.

#### ARTICLE 4- RENT

4.1 Payment of Rent. Tenant hereby covenants and agrees to pay rent to Landlord for the use and occupancy of the Premises in the form of Base Rent and Additional Rent. Base Rent and all other payments Tenant is required to make pursuant to this Lease (including, but not limited to, Additional Rent, and any other charges, fees and expenses) shall be deemed to be and are included in the term "Rent". The payment of Rent shall begin on the Rent Commencement Date. Rent and all other sums payable by Tenant under this Lease shall be paid when due in lawful currency of the United States of America, in advance, without counterclaim, setoff, deduction or defense. All Rent shall be paid by Tenant to Landlord at Landlord's address set forth in this Lease or at such other place as Landlord may from time to time designate by written notice to Tenant. Rent shall exclude Additional Rent until such time that Landlord receives notice from Tenant pursuant to the terms of Article 3 hereof and Landlord's Work is substantially complete.

4.2 Base Rent. The fixed base rent ("Base Rent") during the Term shall be as set forth in Section 1.1.H of this Lease. Tenant shall pay the Base Rent to Landlord in equal monthly installments in advance on the first day of each month during the Term, except that if the Rent Commencement Date is not the first day of a month, Base Rent for the period commencing on the Rent Commencement Date and ending on the last day of the month during which the Rent Commencement Date occurs shall be paid on a daily prorated basis, based upon the actual days for such month, due on the Rent Commencement Date.

4.3 Additional Rent. Tenant shall pay, as "Additional Rent", all other sums or money or charges of any nature required to be paid by Tenant to Landlord under this Lease, whether or not the same is designated "Additional Rent," including, without limitation, Tenant's Pro Rata Share of Taxes, Insurance and Common Area Expenses. Tenant shall pay to Landlord, from the Rent Commencement Date, or on such date Additional Rent is due pursuant to this Article 4, and on the first day of each calendar month of the Term thereafter, one-twelfth (1/12) of the amounts reasonably estimated by Landlord to be Tenant's annual Pro Rata Share of Additional Rent. If the first date Additional Rent is due is not the first (1st) day of a month, Additional Rent, for the period commencing on such date and ending on the last day of the month during which the Additional Rent commences, shall be paid on a daily prorated basis, based upon the actual days for such month. Additional Rent for Tenant's first Lease Year is

\$5.75 per square foot which shall be paid as an estimated amount subject to the reconciliation process provided for in Article 10 and subject to the terms of this Article 4.

4.4 Delinquent Payments; Interest; Late Fee. If Tenant shall fail to pay Rent within ten (10) days of the date when such sums shall be due and payable, in addition to such delinquent Rent, Landlord shall be entitled to (i) interest on any amount so unpaid from the due date to the date of payment at the Default Rate, and (ii) a late fee equal to (5%) of the amount of the delinquent Rent.

4.5 Taxes.

A. Definition. As used herein, "Taxes" shall mean all real estate and other ad valorem taxes and assessments of every kind and nature (including, but not limited to, general and special assessments, foreseen as well as unforeseen) levied and assessed upon the improvements on the Premises, the Common Areas, the Shopping Center and the underlying realty during the Term, and as the same may be extended. Notwithstanding the foregoing, Taxes shall not include late penalties (unless arising from Tenant's delinquency), general income taxes, gift, franchise, transfer, succession, corporate taxes, inheritance taxes, any tax payable by Landlord on a name change of the Premises, estate taxes of Landlord or any taxes in connection with any major change in the Premises, such as adding or deleting space and parking garages. Landlord warrants that, to the best of its knowledge, no assessments against the Premises have been levied or announced.

Should any Authority acting under any present or future Legal Requirement, levy, assess or impose a tax, excise and/or assessment (other than an income or franchise tax) upon or against the Rent payable by Tenant to Landlord, either by way of substitution for or in addition to any existing tax on land and buildings or otherwise, or any other substitute tax, the proceeds of which are used to fund the same governmental functions as were funded by ad valorem taxes, Tenant shall be responsible for and shall pay such tax, excise and/or assessment, or shall reimburse Landlord for the amount thereof, or Tenant's Pro Rata Share thereof, as Additional Rent, on or before the date that any fine, penalty or interest would be added thereto for nonpayment.

B. Payment by Tenant. Tenant shall pay to Landlord, as Additional Rent, an amount equal to Tenant's Pro Rata Share of all Taxes paid or payable by Landlord. Starting on the Rent Commencement Date, or on such other date Additional Rent is due pursuant to this Article 4, Tenant shall pay to Landlord monthly, in advance, without counterclaim, setoff, deduction or defense, Tenant's Pro Rata Share of Taxes paid or payable by Landlord for the previous year or estimated to be paid for the current year, in an amount equal to one-twelfth (1/12) of such amount or estimate. Tenant shall not be responsible for any Taxes paid or owed for any periods of time prior to the Rent Commencement Date or prior to substantial completion of Landlord's Work consistent with this Article 4.

C. Tenant's Business Taxes. Tenant shall pay before delinquency, all taxes, assessments, license fees and public charges levied, assessed, or imposed upon its business operation or Tenant's Personal Property.

4.6 Utilities and Other Charges. Landlord shall cause the utility lines to be brought to the point of entry to the Premises and such utilities shall be separately metered. Tenant shall be responsible for any utilities allocated to the Premises and any meter placement fees. Tenant shall pay all utility charges, connection fees, tap charges, fees, taxes and/or assessments related to the use of utilities in the Premises. The charges for separately-metered utility services shall be paid directly by Tenant to the appropriate authority or service provider unless Landlord elects to pay such authority or provider, whereupon such charges shall be paid by Tenant to Landlord within twenty (20) days after receipt of Landlord's invoice therefor. If any of such amounts are not billed directly to Tenant, then Tenant shall pay such amounts to Landlord within twenty (20) days after receipt of Landlord's invoice therefor; provided, that the usage charges for utilities which are billed by Landlord shall not exceed the amounts that are charged to Landlord for such utilities. Landlord reserves the right to change utility providers, or to cause Tenant to contract directly with any utility provider; provided, however, that Landlord shall use commercially reasonable efforts not to exercise such right in such a manner so as to materially and adversely: (a) affect the availability, cost or quality of utility service to the Premises, or (b) cause interruption of such utility service to the Premises.

#### ARTICLE 5- ENVIRONMENTAL MATTERS

5.1 Environmental Matters. Tenant shall not cause or permit to occur the use, generation, manufacture, release, discharge, storage, disposal, or transportation of any Hazardous Materials on, under, in, above, to, or from the Premises or the Shopping Center, other than as may be required as a normal activity arising from Tenant's Permitted Use or the construction of Leasehold Improvements; provided that the same are used, generated, manufactured, released, discharged, stored, disposed, or transported in strict compliance with all applicable Legal Requirements. Tenant shall indemnify, defend, and hold Landlord harmless from and against any Claims arising out of any investigation, monitoring, clean-up, containment, removal, storage, or restoration work ("Remedial Work") (including, without limitation, reasonable attorneys' fees) necessarily incurred by Landlord arising out of a default of the obligations of Tenant set forth in this Section 5.1, which obligations include Tenant's employees, agents, representatives, contractors, and licensees. In the event any such Remedial Work is so required under any applicable Legal Requirements, Tenant shall perform or cause to be performed the Remedial Work in compliance with such Legal Requirement. All Remedial Work shall be performed by one or more contractors under the supervision of a consulting engineer, each selected by Tenant and reasonably approved in advance in writing by Landlord. In the event Tenant shall fail to prosecute the Remedial Work diligently to completion, Landlord may, but shall not be required to, cause the Remedial Work to be performed, in which case Tenant shall reimburse Landlord for

all costs incurred in completing such Remedial Work within twenty (20) days of Landlord delivering to Tenant an invoice therefor.

Landlord warrants and covenants that neither it nor, to the best of its knowledge, its agents, employees or contractors have caused or will cause or permit the presence, use, generation, manufacture, release, discharge, storage, disposal or transport of any Hazardous Materials on, under, in, above, to or from the Premises. To the extent any Hazardous Materials are present in, at, on or about the Premises and/or the Shopping Center, Landlord shall indemnify and hold Tenant harmless and Landlord shall be solely responsible for removing or otherwise remediating such Hazardous Materials as required by, and in full compliance with, all applicable Legal Requirements at no cost to Tenant. Landlord shall indemnify, defend, protect and hold Tenant harmless from and against any Claims to the extent arising out of any Remedial Work (including, without limitation, reasonable attorneys' fees) necessarily incurred by Tenant in connection with the presence, use, generation, manufacture, release, discharge, storage, disposal or transportation of any Hazardous Materials on, under, in, above, to or from the Premises. Notwithstanding anything contained herein to the contrary, in the event any Remedial Work is performed as a result of Hazardous Materials on the Premises existing prior to Tenant's acceptance of possession of the Premises and because of such Hazardous Materials Tenant is required to close for business, Rent shall be completely abated for the period during which such Remedial Work is performed.

#### ARTICLE 6- USE AND OPERATION

##### 6.1 Use.

A. Permitted Use. Tenant shall have the right to use the Premises as set forth in Section 1.1.1 and for no other use or purpose.

B. Restrictions. Except as set forth in this Lease, Landlord acknowledges that Tenant is entering into this Lease in reliance upon its ability to conduct the Permitted Use without any restrictions whatsoever by reason of any exclusive provision granted by Landlord to any third party whatsoever and wherever located, which applies or pertains to the Premises or Tenant's use therein.

C. Compliance with Laws. Tenant shall be required to comply with all Legal Requirements triggered by Tenant's use and occupancy of the Premises and the business conducted therein. Notwithstanding anything in this Lease to the contrary, Landlord shall, at Landlord's sole cost and expense, pay for all costs required to comply with all Legal Requirements existing prior to the date of this Lease, but may pass through its costs to comply with future Legal Requirements directly related to Tenant's use of the Premises as part of Common Area Expenses.

D. Days and Hours of Operation. Except as set expressly provided otherwise in this Lease, Tenant shall operate its business at the Premises during the days and hours designated by Landlord ("Designated Times"), or, in the absence of Designated Times, from

10:00 a.m. to 6:00 p.m., Mondays through Sundays or at such other times Tenant reasonably determines ("Minimum Times"). Tenant shall have the right, but not the obligation, to open for business on days and for hours in excess of Designated Times (or, in the absence thereof, Minimum Times) and shall keep Landlord apprised of its business hours. Tenant shall have access to the Premises twenty four (24) hours per day, seven (7) days per week and fifty two (52) weeks per year.

#### ARTICLE 7- REPAIR AND MAINTENANCE

7.1 Obligation of Tenant to Repair and Maintain. Except for, and subject to, Landlord's repair obligations below and other applicable provisions of this Lease, Tenant shall, at its sole cost and expense, throughout the Term, keep, maintain, and repair the Premises in good condition and repair and in a safe and tenantable condition. Without limiting the generality of the foregoing, Tenant is specifically required to make repairs and replacements to the interior non-structural portions of the Premises, including but not limited to, the interior walls, interior ceiling, plate glass, windows, doors, fixtures, Tenant's Personal Property, and all utilities, HVAC, sprinkler, plumbing or mechanical systems and grease interceptor located within and exclusively serving the Premises, and all equipment, pipes, lines, ducts, conduits, wires, and cables located within and exclusively serving the Premises, Tenant's Signage, and to the Premises or the Building when repairs or replacements to the same are necessitated by any act or omission of Tenant, its agents, employees, invitees or customers, or the failure of Tenant to perform its obligations under this Lease. Tenant shall obtain a HVAC maintenance contract with a vendor approved in advance by Landlord, and Tenant shall provide Landlord with a copy of such contract within ten (10) days after its execution. Landlord shall use commercially reasonable efforts with respect to its right to approve the HVAC maintenance contract and shall exercise such right in such a manner so as not to materially or adversely: (a) affect the availability, cost or quality of the maintenance services or (b) cause interruption of such maintenance services. Tenant shall promptly remove rubbish from the Premises, and shall place all rubbish in properly closed dumpsters for removal. Tenant shall not permit any of such rubbish to be placed outside or around said dumpsters, shall keep such area in a neat and clean condition to the sole satisfaction of Landlord, and shall comply with all applicable Legal Requirements pertaining to rubbish disposal. Landlord shall have the right, but shall not have the obligation, to reasonably designate which refuse/trash company Tenant shall use. Landlord shall be required to make any repairs or replacements to the structural elements of the Premises and the Building, including without limitation the roof, concrete slab, façade, footings, foundation, pavement, all Landlord supplied fixtures, exterior walls and all other structural portions of the Premises and the Building, as well as all utility lines and facilities to the point at which Tenant's lines and facilities within the Premises connect to them and the utilities within the Premises that serve other parts or portions of the Shopping Center, and all Common Areas unless such repairs or replacements are occasioned by (x) any act, omission or negligence of Tenant or any of its agents, servants, employees, officers, customers, independent contractors, suppliers of goods,

suppliers of services, licensees or invitees, or (y) any alterations or additions made by Tenant, or (z) any use made of the Premises by Tenant that is different than the Permitted Use.

If, in an emergency, it shall become necessary to make promptly any repairs or replacements required to be made by Tenant, Landlord may enter the Premises and proceed forthwith to have the repairs or replacements made and pay the cost thereof. Within thirty (30) days after Landlord renders a bill therefor, Tenant shall reimburse Landlord for the cost of making the repairs.

7.2 Entry by Landlord. Tenant shall permit Landlord and its representatives to enter the Premises at all reasonable times for the purpose of inspection, making repairs permitted to be made by Landlord pursuant to this Lease and to comply with Legal Requirements. All rights of Landlord pursuant to this Section 7.2 shall be exercised in a reasonable manner and so as to cause as little interference with Tenant's business as is reasonably possible, and in accordance with this Section 7.2. Subsequent to Landlord's satisfaction of the Delivery Requirements, Landlord's right of access to the Premises shall also be subject to the following conditions:

A. Landlord shall give Tenant at least two (2) days' prior written notice of the need for such entry, except in emergencies and, upon request, shall specify the estimated time required for such work.

B. To the extent practical, such work shall be performed during hours that Tenant is not open for business to the public (except in emergencies) unless Tenant, in the exercise of its reasonable discretion shall otherwise agree.

C. Any restoration work or alteration work at the Premises that is necessitated by or results from Landlord's entry, including, without limitation, any work necessary to conceal any element the presence of which is permitted hereunder, shall be performed by Landlord at its expense.

D. Landlord shall indemnify, defend and hold Tenant harmless from and against any and all Claims to the extent caused by Landlord's entry.

E. At any time within the six (6) months immediately preceding the expiration of the Term, provided Tenant has not exercised its right to renew the Lease pursuant to Article 3 herein, Landlord may show the Premises to prospective tenants and may, during such period, affix to any reasonably suited part of the Premises (but not in or upon a display window) a notice which is reasonable in size for letting or selling the Premises.

#### ARTICLE 8- MECHANIC'S LIENS

8.1 Mechanic's Liens. Tenant shall at all times keep the Premises, the Shopping Center, and any part thereof, or Tenant's interest therein, free and clear of all liens and claims for labor or materials supplied or claimed to have been supplied to the Premises, or any part thereof for any reason whatsoever by reason of Tenant's acts and omissions or the acts or omissions of

Tenant's agents, independent contractors, or employees or because of a claim against Tenant or its independent contractors, agents or employees, including, without limitation, in connection with Tenant's Work or later Alterations. In the event of the filing of any such lien and Tenant's actual knowledge thereof, Tenant shall give Landlord written notice thereof and shall secure in a prompt and diligent manner (but in any event no later than thirty (30) days of the recording of such lien) the release of the same by bonding or other appropriate means; if Tenant shall fail to do so within said thirty (30)-day period, Landlord, after providing reasonable notice to Tenant, may (but shall not be so required to) pay the same and any costs, and the amount so paid, shall be due and owing from Tenant to Landlord within twenty (20) days after demand. If Tenant shall reasonably-contest any claim or lien, it may furnish Landlord with adequate security of the value or in the amount of the claim, plus estimated costs. If a final judgment establishing the validity or existence of a lien for any amount is entered, Tenant shall pay and satisfy the same.

#### ARTICLE 9- TENANT'S WORK; ALTERATIONS

##### 9.1 Tenant's Work.

A. Following the Delivery Date, Tenant shall commence and complete the Tenant's Work. Tenant's Work shall be constructed substantially in accordance with Exhibit "E"; and all changes to the Approved Tenant's Plans requested by Tenant must be approved by Landlord in writing in advance of the implementation of such changes. Any Tenant request for Approval of any such changes shall not be unreasonably delayed or withheld by Landlord. Prior to commencing Tenant's Work, Tenant must obtain Landlord's prior approval as to the location and timing of the dumpsters in connection therewith. Landlord's approval shall not be unreasonably delayed or withheld.

9.2 Leasehold Improvements. Notwithstanding anything in this Lease to the contrary, any and all leasehold improvements made by Tenant in the Premises, including, without limitation, any and all Alterations and the Tenant's Work, shall immediately become property of Landlord, provided that Tenant is hereby granted and shall retain throughout the Term a leasehold interest therein in order to effectuate Tenant's obligations with respect thereto under this Lease, including, but not limited to, Tenant's obligations to insure, maintain, repair and restore such leasehold improvements. Tenant's audiovisual or similar and related equipment shall remain property of the Tenant and shall not become property of the Landlord upon installation at the Premises or during any periods relevant hereto.

9.3 Alterations by Tenant. Tenant may install such non-structural improvements, furniture, fixtures and equipment, including mounted audiovisual equipment inside the Premises as Tenant reasonably deems necessary or desirable, without Landlord's consent. Without limitation of the foregoing, Tenant shall have the right during the Term to maintain, operate and refurbish the Premises and to adapt its operations in the Premises so as to remain competitive in light of then market conditions. Subject to Legal Requirements and Landlord's prior approval, Tenant shall be permitted to affix its fascia signs, trade dress, canopies, awnings and flags on the exterior walls of the Premises from time to time during the Term. All alterations, additions,

changes, replacements, installations, repairs, restorations, building, rebuilding, demolition, removal and other work, including, without limitation, Tenant's Work, which Tenant shall be required or permitted to do under the provisions of this Lease (collectively "Alterations") shall be performed in a good and workmanlike manner and in accordance with any applicable Legal Requirements. After Tenant completes Tenant's Work and opens the Premises for business, Tenant may not perform any Alteration to the Premises that affects the structural portions of the Premises or any building system that is not exclusively serving the Premises, including, without limitation, electric or plumbing, without Landlord's prior written consent, which shall not be unreasonably withheld or delayed. Tenant and Tenant's agents (including its general contractor and subcontractors) shall not be required to post any type of security or performance bond or other security in connection with Alterations or other work at the Shopping Center.

Tenant shall at all times be responsible, at its own cost and expense, for obtaining any building permits or other governmental approvals necessary for any Alterations performed by Tenant in or about the Premises and, at no time, shall any work be done in or about the Premises until all such permits and approvals are obtained. Tenant shall not perform any work in or about the Premises on any occasion unless the work is performed by a reputable and responsible contractor and unless the contractor provides to Landlord evidence of insurance as set forth in Section 11.1 prior to performance of any such work. Tenant agrees that it shall cause all of its agents, employees, contractors and subcontractors performing any work in or about the Premises to remove and dispose of all materials (including without limitation, light ballasts, light bulbs, HVAC units and thermostats), paints, solvents and cleaning solutions from the Premises in accordance with all applicable Legal Requirements. Tenant agrees that Tenant and those performing work for Tenant shall use all reasonable efforts to minimize the adverse impact on and disruption of businesses in the Shopping Center arising from any construction work to be performed by Tenant on the Premises.

9.4 Alterations Required by Law. Notwithstanding anything to the contrary contained in this Lease, if any non-structural Alterations shall be required in or to the Premises or any part thereof by applicable Legal Requirements, the same shall be done by and the cost thereof borne by Tenant, except that Tenant shall not be required to perform or bear the cost for any work that is necessary to comply with any law regulating Hazardous Materials or with the Americans with Disabilities Act of 1990, as amended, (the "ADA") unless such compliance with such laws is caused solely by Tenant's Alterations or Tenant's Permitted Use or particular use of the Premises. Within ten (10) days after receipt, Tenant shall advise Landlord in writing, and provide the Landlord with copies of, any notices alleging violation of the ADA relating to any portion of the Shopping Center or the Premises; or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to any portion of the Shopping Center or the Premises.

## ARTICLE 10- COMMON AREAS; OPERATING EXPENSES

10.1 Use of Common Areas. Tenant and its customers, visitors and invitees shall have the right to use the Common Areas during the Term, which right shall not be revocable, in whole or in part, unless an Event of Default exists.

10.2 Common Area Expenses. As used herein, "Common Area Expenses" include costs reasonably incurred with the repair, replacement, and maintenance of the Common Areas, including, but not limited to, all sums expended in connection with the Common Areas for all general maintenance and repairs, painting, slurring, re-striping, cleaning, sweeping and janitorial services; maintenance and repair of sidewalks, curbs, and signs, if any; repair and maintenance of sprinkler systems, planting and landscaping, lighting and other utilities, directional signs and other markers and bumpers, any fire protection systems, and storm drainage systems and other utility systems less any applicable discounts or refunds. In addition, Common Area Expenses shall include a sum to be payable to Landlord for all Common Area administrative costs as well as management, administration, supervision, overhead, accounting, bookkeeping and collection of Common Area Expenses less any deductions if customarily charged by Landlord to all of its other tenants in the Shopping Center. ("Administrative Fee"). Such Administrative Fee shall be in lieu of any administrative costs to be calculated as part of Common Area Expenses. Starting on the Rent Commencement Date, Tenant shall pay to Landlord monthly, in advance, the amount of Tenant's Pro Rata Share of Common Area Expenses estimated to be due for the current year, in an amount equal to one-twelfth (1/12) of Tenant's total Pro Rata Share of Common Area Expenses. Tenant's Additional Rent, including its Pro Rata Share of Common Area Expenses, for the first Lease Year are estimated to be \$5.75 per square foot contained in the Premises.

Except as otherwise provided in this Lease, Common Area Expenses shall not include: (i) the cost of any capital repair or capital expenditure (as defined herein) made to the Shopping Center or the cost of any capital improvement made to the Common Areas except as provided in Section 10.3; (ii) the cost of repairing or replacing any portion of the Shopping Center, the original construction of which or the repair of which was defective; (iii) any fee to or charge by Landlord (and/or any other person or entity) for management, supervision, profit and/or general overhead with respect to the Shopping Center, including Landlord's management office (except for the Administrative Fee); (iv) depreciation of machinery and equipment used in the operation, maintenance and repair of the Common Areas or amortization of any cost of purchase of any such machinery; (v) the cost of any service which inures to the benefit of a particular tenant or group of tenants with similar interests in the Shopping Center or for which a separate charge is made; (vi) any costs for preparing space for any other tenant in the Shopping Center or space vacated by another tenant in the Shopping Center, as well as any leasing commissions, advertising expenses and other costs incurred in leasing or procuring new tenants; (vii) the cost of funding any new art sculptures or fountains; (viii) fees and expenses for attorneys that may be incurred in lease negotiations and eviction proceedings, as well as broker's commissions and

similar professional expenses incurred in connection with lease negotiations; (ix) all costs associated with the financing or refinancing of or any portion of the Shopping Center; (x) all mortgage payments payable by Landlord; (xi) all repairs and restorations due to casualty and condemnation; (xii) self-insurance costs or self-insured retentions or deductibles; (xiii) any ground lease or other underlying lease rental; (xiv) costs incurred by Landlord for the repair of damage to the Shopping Center to the extent that Landlord is reimbursed by insurance or other proceeds (including without limitation repair or replacement of any item covered by warranty); (xv) the cost of any utilities' power used by any tenant in the Shopping Center in excess of normal quantities (such as may be used by health club facilities regularly open for business earlier and later than normal business hours), or electric power costs for which any tenant directly contracts with the local public service company or of which any tenant is separately metered or submetered and pays Landlord directly; (xvi) tax penalties incurred as a result of Landlord's negligence, inability or unwillingness to make payments and/or to file any tax or informational returns when due; (xvii) any and all costs expended by Landlord to comply with any environmental law or arising from the presence of Hazardous Materials in or about the Shopping Center including, without limitation, Hazardous Materials in the ground water or soil, not caused in the Shopping Center by Tenant or its employees, agents, representatives, contractors, or licensees; (xviii) costs arising from Landlord's charitable or political contributions; (xix) costs associated with the operation of the business of the entity which constitutes Landlord as distinguished from the costs of operation of the Shopping Center, including without limitation accounting and legal matters, costs of selling, syndicating, financing, mortgaging or hypothecating any of Landlord's interest in the Shopping Center, costs of any disputes between Landlord and its employees not engaged in Shopping Center operations, disputes of Landlord with property management, or disputes of Landlord with other tenants; (xx) costs of any "tap fees," "impound fees" or any sewer or water connection fees for the benefit of any particular tenant in the Shopping Center; (xxi) any entertainment, lodging, dining or travel expenses for any purpose; (xxii) any special assessments or bonds attributable to the original cost of land acquisition or capital improvements to the Shopping Center (such as offsite road improvements, including traffic signals, sidewalks, medians, crosswalks, parkway planters and landscaping, offsite water and drainage systems, offsite lighting and offsite utility lines); (xxiii) legal and/or accounting fees; (xxiv) expenses incurred by product shows, temporary promotions, exhibits, rides, outdoor shows, displays, automobile and other product shows, placing vending or amusement devices, public telephones, and decorative items; (xxv) any expenses for the defense of Landlord's title to any part of the Shopping Center; any expenses incurred as a result of Landlord's alleged violation or failure to comply with any governmental regulations and rules or any court order, decree or judgment; and increases in "Controllable Expenses" exceeding three percent (3%) per annum ("Controllable Expenses" being all Common Area Expenses other than snow plowing and removal, insurance, real estate taxes, and utilities).

**10.3 Capital Expenditures.** Common Area Expenses shall not include expenditures of a capital nature for the replacement of the Building's structural components, except to the

extent that such expenditures are Pass-Through Capital Replacement Expenditures. Landlord shall determine, in its sole and reasonable discretion, whether an expenditure: (i) is of a capital nature; (ii) funds a replacement of the Building's structural components; and (iii) is a Pass-Through Capital Replacement Expenditure. Tenant and Landlord agree that Pass-Through Capital Replacement Expenditures shall be deemed Common Area Expenses. Landlord shall amortize on a straight-line basis over the useful life (as determined by Landlord, in its sole, reasonable and absolute discretion) of the work funded by the Pass-Through Capital Replacement Expenditures. Tenant shall pay Landlord, during the calendar year of this Lease in which such work is commenced and in each subsequent calendar year of this Lease, an amount equal to: (i) Tenant's Pro Rata Share of such amortized cost of performing the work funded by the Pass-Through Capital Replacement Expenditures; and (ii) interest at an annual rate equal to the floating commercial loan rate announced from time to time by FNB Bank, or its successor, as its prime rate, plus two hundred (200) basis points per annum on the unamortized cost of performing such work. Notwithstanding anything in this Lease to the contrary, if any expenditure of a capital nature, including, but not limited to, the Pass-Through Capital Replacement Expenditures, is, in Landlord's sole and absolute discretion, necessitated by Tenant's acts or omissions, then Landlord shall perform the repair, replacement, or improvement work at Tenant's sole expense and the amounts payable from Tenant to Landlord therefor shall be deemed Additional Rent and shall be due in full upon Landlord's demand.

#### 10.4 Statement of Additional Rent Reconciliation.

A. Statement of Additional Rent. All estimated Common Area Expenses and Taxes expenses under this Lease require an annual (calendar or fiscal) reconciliation of such charges (including, upon reasonable request, supporting documentation therefor) by Landlord, based on actual expenditures, and Landlord is required to prepare such reconciliations within one hundred eighty (180) days after each calendar year. Each statement shall be fairly and accurately calculated and be certified as correct by an authorized representative of Landlord, showing the total of Common Area Expenses and Taxes expense for such calendar year, and the payments made by Tenant with respect to such period. If the actual amount of Tenant's Pro Rata Share of Common Area Expenses, Insurance and Taxes expense exceeds Tenant's payments made therefor, Tenant shall pay Landlord the deficiency within thirty (30) days after Landlord delivers notice of such deficiency to Tenant. If said payments exceed the actual amount of Tenant's Pro Rata Share of Common Area Expenses, Insurance and Taxes expense, Landlord shall either, at Tenant's sole discretion, either promptly refund Tenant the balance due within thirty (30) days of such determination or apply such overpayment to future installments of Rent. There shall be appropriate adjustment of Common Area Expenses, Insurance and Taxes expense payable by Tenant as Additional Rent as of the Rent Commencement Date and Expiration Date.

B. Audit Rights. If Tenant disputes the amount of Common Area Expenses, Insurance or Taxes expense set forth in any statement delivered to Tenant hereunder in respect of any calendar year, Tenant may, by notice to Landlord given within ninety (90) days after

delivery of such statement, elect to inspect Landlord's books and records for the applicable calendar year only, which inspection shall occur within ninety (90) days after delivery of such statement; provided, that Tenant is not entitled to request any inspection if an Event of Default has occurred following any applicable notice and cure periods and is continuing or if Tenant has not paid all amounts required to be paid under such statement, and any such inspection shall be limited only to those books and records that are necessary in order for Tenant to resolve such dispute. Landlord shall provide Tenant's representatives access to such books and records during Landlord's regular business hours and upon reasonable prior notice. Tenant's representatives must either be employees of Tenant or members of a nationally or regionally recognized accounting firm. Tenant shall notify Landlord of the results of such inspection, including its determination of the amount of any overpayment or underpayment, within thirty (30) days after such inspection is completed. If Landlord disputes such results, it shall give notice to Tenant setting forth the nature of such dispute within ten (10) days after receipt of Tenant's notice, whereupon Tenant's representatives will promptly meet with Landlord's representatives in an effort to resolve such dispute. If such representatives are unable to resolve such dispute within fifteen (15) days after Landlord gives such notice, then they shall designate a nationally or regionally recognized accounting firm that is unaffiliated with either Party to finally resolve such dispute. Such accounting firm shall render its decision within thirty (30) days and such decision shall be final and binding upon the Parties. Each Party shall pay the fees of their own representatives and one-half of the fees of such accounting firm; provided, that if it is finally determined that Landlord's statement resulted in an overpayment by Tenant of fifteen percent (15%) or more, then Landlord shall reimburse Tenant for the fees of its representatives (if any) and will pay all fees of such accounting firm. The amount of any overpayment or underpayment shall be paid by Tenant or Landlord (or credited against Tenant's future Rent payments), as applicable, within thirty (30) days after the Parties' final determination. Tenant shall keep any information gained from the inspection of Landlord's books and records confidential and shall not disclose it to any third party, except as may be required by law. If requested by Landlord, Tenant shall require its employees and any accountant inspecting Landlord's books and records to sign a confidentiality agreement as a condition of Landlord's making its books and records available to them. If Tenant fails to timely exercise its audit rights in accordance with this Section, such failure shall be conclusively deemed to constitute Tenant's approval of any statement for the calendar year in question and a waiver of its right to audit Landlord's records under this Section. In no event shall this Section be deemed to allow any review of any of Landlord's books and records by any subtenant of Tenant.

#### ARTICLE 11- INSURANCE AND INDEMNITY

11.1 Tenant's Required Coverage. From the Delivery Date, Tenant shall maintain or cause to be maintained the following insurance:

A. Property Insurance. All-risk insurance covering all risks of physical loss or damage to its Leasehold Improvements of the Premises and Tenant's Personal Property with

liability limits of not less than the full replacement cost of the same. Such policy shall be broad form and shall include, but shall not be limited to, coverage for fire, extended coverage, flood, sprinkler damages, vandalism and malicious mischief.

B. Liability Insurance. Commercial general liability, property damage, and automobile liability insurance covering loss or damage resulting from accidents or occurrences on the Premises or any work, matters or things under or in connection with or related to this Lease, with personal injury, death and property damage (including loss of use) coverage with limits of not less than One Million Dollars (\$1,000,000.00) for each accident or occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate. Tenant must also maintain Fire Damage Legal Liability equal to the value of the premises being leased subject to a minimum limit of Three Hundred Thousand Dollars (\$300,000.00).

C. Mandatory Insurance. Workers' compensation and all other insurance, if any, of whatsoever description and in such amounts as may be required by any Legal Requirement to be carried or maintained by Tenant or the owner of all or any part of the Premises in connection with Tenant's operation of the same or the use of the same by Tenant or any other person, partnership, corporation or entity, or in connection with the construction, demolition, maintenance or repair of the Premises or any part thereof.

D. Builder's Risk Insurance. At all times during which Tenant is doing construction work upon the Premises, builder's risk insurance with limits of coverage not less than one hundred percent (100%) of full replacement cost of the Premises and the Shopping Center.

E. Plate Glass. Insurance covering all plate glass on the Premises. Tenant shall have the option either to insure the risk or to self-insure.

F. Business Interruption. Tenant shall maintain not less than six (6) months of business interruption insurance.

11.2 General Requirements. All policies of insurance provided for in this Lease required to be maintained by Tenant, unless expressly provided otherwise, shall be issued by insurance companies reasonably acceptable to Landlord or with general policyholder's rating of not less than "A" and a financial rating of not less than Class VIII as rated in the most current available "Best's" Insurance Reports, qualified to do business in the state in which the Premises is located. All such policies shall be issued in the name of Tenant, and shall name, as additional insureds, Landlord, Regional Development Partners - Blue Spruce General Partner, LLC, and, if requested by Landlord in writing, any Mortgagee, which policies shall be for the mutual and joint benefit and protection of Tenant, Landlord and such additional insureds as their interests appear, and certificates thereof shall be delivered to Landlord prior to the Delivery Date, and thereafter certificates thereof shall be delivered to Landlord within ten (10) days prior to the expiration of the term of each such policy. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to

like extent. All certificates delivered to Landlord shall contain a provision that the company writing said policy will give to Landlord at least twenty (20) days' notice in writing in advance of any material change, cancellation, termination or lapse or the effective date of any reduction in the amounts of insurance below the requirements of this Lease.

11.3 Landlord's Insurance. Landlord shall maintain in effect throughout the Term a policy or policies of insurance providing protection for the following liabilities and/or risks (collectively, "Insurance"):

A. Commercial general liability insurance applying to all bodily injury, property damage, personal injury and other covered loss, however occasioned, in, on or about the Shopping Center arising from or related to Landlord's ownership and/or operation of the Shopping Center with coverage limits having a minimum combined single limit of liability of at least One Million Dollars (\$1,000,000.00) and a general aggregate limit of Two Million Dollars (\$2,000,000.00).

B. All-risk extended coverage insurance covering the Premises, buildings and Common Areas (including, if commercially reasonably available, coverage for earthquake and flood, in which case Landlord may include such cost in Common Area Expenses notwithstanding any contrary language therein), but exclusive of any item insured by Tenant, in an amount ninety percent (90%) of its full replacement cost (exclusive of excavations, foundations and footings). Landlord's obligation to carry said all-risk insurance may be satisfied by inclusion of said Premises, Building, and Common Areas within the coverage of so-called blanket policy or policies of insurance carried and maintained by Landlord, provided the coverage afforded will not be reduced or diminished by reason of the use of such blanket policies of insurance and Tenant's Pro Rata Share is based on the actual limits allocated to this location.

Tenant shall pay to Landlord, as Additional Rent, Tenant's Pro Rata Share of Insurance paid by Landlord, excluding any late payment penalties or interest associated with any late payment (unless arising from Tenant's delinquency). Starting on the Rent Commencement Date, Tenant shall pay to Landlord monthly, in advance, the amount of Insurance estimated to be paid for the current year by Landlord, in an amount equal to one-twelfth (1/12) of Tenant's total Pro Rata Share of Insurance.

11.4 Waiver of Subrogation. Tenant agrees that, with respect to any loss which is covered by insurance then being carried or required to be carried by Tenant, it hereby releases Landlord of and from any and all claims with respect to such loss, including claims with respect to the negligence of Landlord; and Tenant further agrees that its insurance companies shall have no right of subrogation against Landlord on account of any such loss.

11.5 Indemnification.

A. Tenant covenants to indemnify, defend, protect and save Landlord harmless (except to the extent loss or damage resulting from the negligence, contributory negligence, or willful misconduct of Landlord, its agents, employees or contractors or Landlord's

failure to discharge its obligations pursuant to this Lease) from and against any and all Claims, including, without limitation, in connection with loss of life, personal injury and/or damage to property, arising from or out of any occurrence, within the Premises or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, or licensees (or invitees, within the Premises); provided, however, in no event shall Tenant be liable to Landlord for special, consequential, or punitive damages. This Section shall survive the expiration or earlier termination of this Lease.

B. Landlord covenants to indemnify, defend, protect and save Tenant harmless (except for loss or damage resulting from the negligence, contributory negligence, or willful misconduct of Tenant, its agents, employees or contractors or Tenant's failure to discharge its obligations pursuant to this Lease) from and against any and all Claims, including, without limitation, in connection with loss of life, personal injury and/or damage to property, to the extent arising from or out of any occurrence, within the Common Areas, the Shopping Center, excluding the Premises, or any part thereof, or occasioned wholly or in part by act or omission of Landlord, its agents, contractors, employees, servants, or licensees; provided, however, in no event shall Landlord be liable for special, consequential, or punitive damages. This Section shall survive the expiration or earlier termination of this Lease.

#### 11.6 Waiver of Claims.

A. Landlord and Landlord's agents, servants and employees shall not be liable for, and Tenant hereby releases Landlord, its agents, servants and employees from, all liability in connection with any and all loss of life, personal injury, damage to or loss of property, or loss or interruption of business occurring to Tenant, its agents, servants, employees, invitees, licensees, or visitors, in or about or arising out of, in or upon the Premises, or the Shopping Center, so long as such liability is covered by Tenant's insurance; except that notwithstanding the foregoing, Landlord and its agents, servants and employees shall be liable for any loss or damage caused in material part (whether directly or indirectly) to the extent by or due to the willful, reckless, illegal or grossly negligent acts or omissions of Landlord and its servants, agents or employees.

B. Tenant and Tenant's agents, servants and employees shall not be liable for, and Landlord hereby releases Tenant, its agents, servants and employees from, all liability in connection with any and all loss of life, personal injury, damage to or loss of property, or loss or interruption of business occurring to Landlord, its agents, servants, employees, invitees, licensees, or visitors, in or about or arising out of, in or upon the Premises, or the Shopping Center, so long as such liability is covered by Landlord's insurance; except that notwithstanding the foregoing, Tenant and its agents, servants and employees shall be liable for any loss or damage caused in material part (whether directly or indirectly) to the extent by or due to the willful, reckless, illegal or grossly negligent acts or omissions of Tenant and its servants, agents or employees.

## ARTICLE 12- DAMAGE OR DESTRUCTION

12.1 Notice of Damage or Destruction. Tenant shall give notice to Landlord of all occurrences in or on the Premises that result in any damage or destruction to the Premises or any part thereof, generally describing the nature and extent of the damage or destruction.

12.2 Repair and Restoration. In the event the Premises is damaged or destroyed by fire or other casualty, Tenant, at its sole cost and expense, shall perform all repairs to the interior of the Demised Premises, including any alterations approved by Landlord, subject always to Section 12.3. If such damage or destruction renders the Premises untenable in whole or in part, the Rent shall be abated in such proportion as the area of the Premises rendered untenable bears to the total area of the Premises, from the date of the casualty until thirty (30) days following the date upon which possession of the restored Premises is delivered to Tenant and, if the Premises is rendered untenable in whole, the Term shall be suspended during such abatement period. Landlord shall not be obligated to repair or replace any property belonging to Tenant or any improvements to the Premises furnished by Tenant, and Tenant shall not be entitled to any compensation or damages from Landlord for the loss of the use of the Premises or damage to Tenant's property or any inconvenience occasioned by such damage, destruction, repair or restoration. In the event the Premises or the Shopping Center are substantially damaged to the extent that the Premises and/or Shopping Center cannot be fully repaired within one hundred and eighty (180) days of the damage or destruction, rent shall continue to abate during that period and either party may terminate this Lease at the expiration of the one hundred and eighty (180) day period, upon providing written notice to the other party.

12.3 Continuation of Lease. Except as expressly provided herein to the contrary, the provisions of this Lease shall be unaffected by any damage or destruction, whether or not covered by insurance.

12.4 Cooperation in Connection with Proceedings or Actions. Landlord and Tenant shall cooperate with each other, to such extent as such other Party may reasonably require, in connection with the prosecution or defense of any action or proceeding arising out of, or for the collection of, any insurance proceeds that may be due in the event of any loss, and each Party will execute, acknowledge and deliver to the other such instruments as may be reasonably required to facilitate the recovery of any insurance proceeds.

## ARTICLE 13- CONDEMNATION

13.1 Effect of Taking. In the event the whole or any part of the Premises, Shopping Center or Common Areas shall be subject to a Taking by any public authority under the power of eminent domain, this Lease shall terminate as to the part so taken on the date possession is yielded to such public authority. In the event the portion of the Premises, Shopping Center or Common Areas so taken substantially impairs the usefulness of the Premises for the Permitted Use, either Party may terminate this Lease by written notice given within thirty (30) days after the Taking. If this Lease is not terminated as above provided following any such Taking, Tenant

shall repair or replace its trade fixtures, floor and wall coverings, and decorating to a condition at least equal to that which existed prior to the Taking and a proportionate adjustment shall be made to the Base Rent based on the proportion of the area of Premises remaining as compared to the original area of the Premises. Any Taking shall not operate as or be deemed an eviction of Tenant or a breach of Landlord's covenant for quiet enjoyment.

13.2 Award. All awards for any taking of the fee and the leasehold, or any part thereof, shall belong to and be the property of Landlord without participation by Tenant and without any deduction therefrom for any present or future estate of Tenant. Tenant hereby assigns to Landlord all right, title and interest of Tenant in and to any award made for leasehold damages, diminution in the value of Tenant's leasehold estate or both. Tenant shall, however, be entitled to claim, prove and receive in such condemnation proceedings such compensation as may be separately awarded for loss of business and for fixtures and other equipment installed by Tenant, provided that no such claims of Tenant shall diminish or otherwise adversely affect Landlord's award or the award of Landlord's mortgagee(s).

#### ARTICLE 14- ASSIGNMENT AND SUBLETTING

##### 14.1 Transfers by Tenant.

A. Landlord's Reasonable Consent. Except as otherwise provided herein, Tenant may not sublet the Premises or any part thereof, sell, assign, encumber or in any manner transfer this Lease or any interest therein, by operation of law or otherwise, without Landlord's prior written consent. . In the event of any permitted assignment or subletting, Tenant shall remain liable under this Lease and the intended use of any assignee or subtenant shall comply with the terms and conditions of this Lease. Any proposed sublet of the Premises or sale, assignment, encumbrance or other transfer that violates this Section 14.1 shall be void.

B. Tenant's Application (Assignment and Lease). In the event that Tenant desires at any time to assign this Lease or sublet the Premises or any portion thereof and such assignment or subletting is of the type which requires the consent of Landlord, Tenant shall submit to Landlord, in writing: (a) a notice of application to assign or sublease setting forth the proposed effective date; (b) the name of the proposed assignee or subtenant; (c) the nature of the business of said proposed assignee or subtenant to be carried on in the Premises; and (d) the terms and provisions of the proposed assignment or sublease. Landlord shall review Tenant's application within a thirty (30)-day period and notify Tenant. If Landlord has not responded within such time, it shall be deemed as though Landlord has not consented to such transfer. Notwithstanding anything to the contrary in this Lease, Landlord shall be entitled to all of the consideration Tenant may receive with respect to any assignment or subletting permitted by this Lease

14.2 Transfers by Landlord. Landlord has and reserves the right to transfer, assign and convey, in whole or in part, the Premises and any or all of its rights under this Lease. In the event of any sale or exchange of Landlord's interest in the Premises and assignment by Landlord

of this Lease, Landlord shall be entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission relating to the Premises or this Lease occurring after the consummation of such sale or exchange and assignment, provided any such successor shall expressly in writing assume all obligations of Landlord thereafter accruing. Landlord understands and agrees that it is a material consideration to the execution and in the performance of this Lease by Tenant that Landlord require any purchaser or transferee of Landlord's interest in the Premises and any assignee of Landlord's interest in this Lease to assume all of Landlord's obligations under this Lease and that said purchaser, transferee or assignee in fact so assume said obligations.

#### ARTICLE 15- DEFAULT BY TENANT

15.1 Events of Default. For purposes of this Lease, each of the following shall constitute an event of default ("Event of Default") by Tenant:

A. In the event Tenant shall fail to pay any Rent or any other sums of money required to be paid by Tenant to Landlord under this Lease, or as reimbursement to Landlord for sums paid by Landlord on behalf of Tenant in the performance of the covenants of this Lease when and as the same become due and payable, which failure is not cured within ten (10) days after giving Tenant written notice thereof, such notice being in lieu of, and not in addition to, any applicable statutory notice;

B. In the event Tenant shall be in default in the performance of any other covenants, terms, conditions, provisions, rules and regulations of this Lease (excepting those items listed in subpart A above) and such default is not cured within thirty (30) days after written notice thereof given by Landlord, excepting such defaults that cannot be cured completely within such thirty (30)-day period, in which case Tenant shall not be in default if Tenant has promptly commenced to proceed with diligence and in good faith to remedy such default and shall thereafter complete the remedy of such default with diligence and continuity;

C. If Tenant fails more than twice within any twelve (12)-month period to observe or perform any covenant, condition, or agreement of this Lease (including, without limitation, the payment of Rent), regardless of whether such defaults shall have been cured by Tenant, the third default shall, at the election of Landlord, in its sole and absolute discretion, be deemed a noncurable Event of Default;

D. Tenant or any agent of Tenant falsifies any report or misrepresents other information required to be furnished to Landlord pursuant to this Lease;

E. Vacation or abandonment of, or failure to occupy by the Rent Commencement Date or at any time thereafter, all or any portion of the Premises by Tenant for a period of sixty (60) consecutive days;

F. If Tenant is merged or consolidated with any other entity, or there is a transfer of a controlling interest in Tenant. Any amendment to Tenant's Charter shall not be deemed a merger or consolidation for purposes of this Lease;

G. The commencement of steps or proceedings toward dissolution, winding up, or other termination of the existence of Tenant or of any guarantor of Tenant's obligations pursuant to this Lease, or toward the liquidation of any of their respective assets;

H. The making of an assignment by Tenant or any guarantor of Tenant's obligations pursuant to this Lease for the benefit of its creditors, or if in any other manner, Tenant's interest in this Lease passes to another by operation of law, including, without limitation, by attachment, execution, or similar legal process, which is not discharged or vacated within thirty (30) days;

I. The commencement of a case under any chapter of the U.S. Bankruptcy Code by or against Tenant or any guarantor of Tenant's obligations pursuant to this Lease, or the filing of a voluntary or involuntary petition proposing the adjudication of Tenant or any such guarantor, or an arrangement by Tenant or any such guarantor with its creditors, unless the petition is filed or case commenced by a party other than Tenant or any such guarantor and is withdrawn or dismissed within thirty (30) days after the date of its filing;

J. The appointment of a receiver or trustee for the business or property of tenant or any guarantor of Tenant's obligations pursuant to this Lease, unless such appointment is vacated within ten (10) days of its entry;

K. Evidence of the inability of Tenant or of any guarantor of Tenant's obligations pursuant to this Lease to pay its debts as they become due. Such evidence shall include, without limitation, an admission of such failure by Tenant or any such guarantor or, if one or more judgments are docketed against Tenant and any such guarantor, and not paid, bonded, or otherwise dismissed within thirty (30) days; or

L. The occurrence of any other event described as a default elsewhere in this Lease or any amendment thereto, regardless of whether such event is defined as an "Event of Default".

#### 15.2 Remedies and Damages.

A. If any Event of Default occurs, Landlord may, at its option and in addition to any and all other rights or remedies available to Landlord at law or in equity, immediately, or at any time thereafter, and without further demand or notice:

(i) Without waiving such Event of Default, apply thereto any overpayment of Rent to curing the Event of Default in lieu of refunding or crediting the same to Tenant (Tenant acknowledging that whether or not this Lease is terminated, Landlord may, at its sole option, retain all monies, if any, paid by Tenant to Landlord, whether as prepaid Rent, Security Deposit or otherwise, which monies, as well as any

monies owed by Landlord to Tenant under this Lease, to the extent not otherwise applied to amounts due and owing to Landlord or paid by Landlord, shall at Landlord's option, either be held by Landlord as additional security under this Lease or credited by Landlord against any damages payable by Tenant to Landlord);

(ii) If the Event of Default pertains to work or other obligations (other than the payment of Rent) to be performed by Tenant, without waiving such Event of Default, enter upon the Premises and perform such work or other obligation, or cause such work or other obligation to be performed, for the account of Tenant; and Tenant shall on demand pay to Landlord the cost of performing such work or other obligation plus interest at the Default Rate;

(iii) Terminate this Lease by written notice to Tenant (in which event Tenant shall quit and surrender the Premises to Landlord);

(iv) Continue this Lease in full force and effect, and Landlord shall continue to have the right to collect Rent when due;

(v) With or without terminating this Lease, Landlord may, at its sole option, (i) re-enter the Premises or any part thereof, (ii) repossess the Premises and dispossess Tenant and any other persons from the Premises and remove any and all of their property from the Premises in any manner permitted under Legal Requirements, and (iii) relet all or any part of the Premises from time to time, either in the name of Landlord or otherwise, to such tenant or tenants, for any term ending before, on or after the expiration date, at such rental and upon such other conditions (which may include concessions and free rent periods) as Landlord, in its sole discretion, may determine. Landlord shall have no obligation to accept any tenant offered by Tenant and shall not be liable for failure to relet or, in the event of any such reletting, for failure to collect any rent due upon any such reletting; and no such failure shall relieve Tenant of, or otherwise affect, any liability under this Lease. Any rent received by Landlord in connection with any reletting which is in excess of the Rent due hereunder shall be payable to Landlord. Tenant shall pay to Landlord, upon demand, all reasonable expenses incurred by Landlord in connection with Landlord's re-entry upon the Premises and any reletting of the Premises, including without limitation repossession costs, brokerage commissions, attorneys' fees and disbursements and alteration costs;

(vi) Landlord may demand specific performance or a mandatory injunction requiring Tenant to perform his obligations, or both; and

(vii) Landlord may exercise the rights granted in subpart B below.

**B. FOR VALUE RECEIVED AND UPON THE OCCURRENCE OF AN EVENT OF DEFAULT HEREUNDER, OR UPON TERMINATION OF THE TERM OF THIS LEASE AND THE FAILURE OF TENANT TO DELIVER POSSESSION TO LANDLORD, TENANT FURTHER, AT THE OPTION OF LANDLORD, AUTHORIZES**

AND EMPOWERS ANY SUCH ATTORNEY (EITHER IN ADDITION TO OR WITHOUT SUCH JUDGMENT FOR THE AMOUNT DUE ACCORDING TO THE TERMS OF THIS LEASE) TO APPEAR FOR TENANT AND ANY OTHER PERSON CLAIMING UNDER, BY OR THROUGH TENANT, AND CONFESS JUDGMENT FORTHWITH AGAINST TENANT AND SUCH OTHER PERSONS AND IN FAVOR OF LANDLORD IN AN AMICABLE ACTION OF EJECTMENT FOR THE PREMISES FILED IN THE COMMONWEALTH OF PENNSYLVANIA, WITH RELEASE OF ALL ERRORS. LANDLORD MAY FORTHWITH ISSUE A WRIT OR WRITS OF EXECUTION FOR POSSESSION OF THE PREMISES AND, AT LANDLORD'S OPTION, FOR THE AMOUNT OF ANY JUDGMENT, AND ALL COSTS, INCLUDING THE FEES OF ATTORNEYS AND OTHER PROFESSIONALS AND EXPERTS, WITHOUT LEAVE OF COURT, AND LANDLORD MAY, BY LEGAL PROCESSE, WITHOUT NOTICE RE-ENTER AND EXPEL TENANT FROM THE PREMISES, AND ALSO ANY PERSONS HOLDING UNDER TENANT.

C. Notwithstanding any termination of this Lease or termination of Tenant's rights to possession, whether by summary proceedings or otherwise, Tenant shall pay and be liable for (on the days originally fixed herein for the payment thereof) the several installments of Rent as if this Lease had not been terminated; provided, however, in the event the Premises is relet by Landlord, Tenant shall be entitled to a credit in the net sum of rents received by Landlord in reletting after deduction of all reasonable expenses incurred in reletting the Premises, and in collecting such rents.

D. In the event of a reletting, Landlord may apply the rent therefrom first to the payment of Landlord's reasonable expenses including but not limited to reasonable outside attorneys' fees incurred, expense of reletting, reasonable repairs, brokerage fees, commercially reasonable subdividing, renovation or alteration of the Premises and then to the payment of Rent and all other sums due from Tenant hereunder, and Tenant shall remain liable for any deficiency.

E. The remedies given to Landlord in this Article are not exclusive and are cumulative, and shall be in addition and supplemental to all other rights or remedies which Landlord may have under laws then in force. The waiver by Landlord of any breach of any term, covenant or condition herein contained, or Landlord's failure to exercise any remedy herein, shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained.

F. Failure on the part of Landlord to complain of any action or non-action on the part of Tenant, no matter how long the same may continue, shall never be deemed to be a waiver by Landlord of any of its rights pursuant to this Lease. Further, the Parties covenant and agree that no waiver at any time of any of the provisions of this Lease by Landlord shall be construed as a waiver at any subsequent time of the same provisions. The consent or approval by Landlord to or of any action by Tenant requiring Landlord's consent or approval shall not be

deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant.

G. Landlord shall use commercially reasonable efforts to mitigate its damages as a result of an Event of Default by offering to relet the Premises. Notwithstanding the foregoing, Tenant agrees that Landlord shall have satisfied the provisions of this clause if Landlord has used commercially reasonable efforts to seek to relet the Premises, whether or not such efforts are successful. Any failure by Landlord to mitigate its damages as described in this Section with respect to any period of time shall only reduce the Rent and other charges and sums to which Landlord is entitled pursuant to this Lease by the reasonable rental value of the Premises during such period. Landlord's rejection of a prospective replacement tenant based upon an offer of rentals below Landlord's published rates for new leases of the Premises at the time in question, or, at Landlord's option, below the rates provided in this Lease, or containing terms less favorable than those contained in this Lease, shall not give rise to a claim by Tenant that Landlord failed to mitigate Landlord's damages.

#### ARTICLE 16- LIABILITY OF LANDLORD

16.1 Landlord's Default. Landlord shall only be deemed to be in default under the terms of this Lease in the event Landlord shall violate, neglect, or fail to observe, keep or perform any covenant or agreement that is not observed, kept or performed by Landlord within thirty (30) days after the receipt by Landlord of written notice by Tenant of such breach, which notice shall specifically set out the breach. Landlord shall not be considered in default of this Lease for any default that cannot be cured completely within such thirty (30) day period, in which case Landlord shall not be in default if Landlord has promptly commenced to proceed with diligence and in good faith to remedy such default and shall thereafter complete the remedy of such default with diligence and continuity;

16.2 Landlord Exculpation. Notwithstanding anything to the contrary contained in this Lease, Tenant shall look only to Landlord's property or assets of Landlord for the satisfaction of Tenant's remedies under this Lease or otherwise, or for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord. No other assets of Landlord shall be subject to levy, execution or other procedure for the satisfaction of Tenant's remedies and under no circumstances shall any of Landlord's partners, managers, or employees have any personal liability for the obligations of Landlord hereunder.

#### ARTICLE 17- SUBORDINATION, ATTORNEYMENT AND ESTOPPELS

17.1 Subordination of Lease. Tenant will subordinate its rights hereunder to the lien of any Mortgage, and to all advances made or hereafter to be made upon the security thereof and interest thereon, and all modifications, consolidations, renewals, replacements and Extension Terms thereof. Tenant also agrees that any such Mortgagee may elect to have this Lease prior to the lien of its Mortgage, and in the event of such election and upon notification by such Mortgagee to Tenant to that effect, this Lease shall be deemed prior in lien to said Mortgage,

whether this Lease is dated prior to or subsequent to the date of said Mortgage. The provisions of this Section to the contrary notwithstanding, and so long as there does not then exist an Event of Default hereunder, this Lease shall remain in full force and effect for the full Term. As a condition to such subordination, Tenant shall execute and Landlord shall obtain from the Mortgagee and trustee under trust deeds or mortgages and the ground lessor under any ground lease (collectively "Lender") a commercially reasonable subordination, recognition and non-disturbance agreement. The agreement shall be by its terms binding upon its successors and assigns including any purchaser or transferee at a foreclosure sale or sale of transfer in lieu of foreclosure and shall provide, among other things, that Lender consents to this Lease and that, in the event of foreclosure of said mortgage or trust deed, as the case may be, or in the event Lender comes into possession or acquires title to the Premises as a result of the enforcement or foreclosure of the mortgage, trust deed, trust deed note or ground lease or as a result of any other means, Lender agrees to recognize Tenant and further agrees that Tenant shall not be disturbed in its possession of the Premises so long as there is not an Event of Default. Said agreement shall further provide that Lender and Tenant shall be bound each to the other under all of the terms, covenants and conditions of this Lease for the balance of the Term thereof remaining and any Extension Term or renewal thereof which may be effected in accordance with any option therefor in this Lease, with the same force and effect as if they were the original Landlord and Tenant, respectively, under this Lease.

**17.2 Tenant's Attornment.** In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale or lease termination under any Mortgage, Tenant shall attorn to the purchaser or Mortgagee upon any such foreclosure, sale or lease termination and recognize such purchaser or Mortgagee as Landlord under this Lease, provided that the purchaser or Mortgagee shall acquire and accept the Premises subject to this Lease and such purchaser or Mortgagee acknowledges in writing the privity of contract between it, as Landlord, and Tenant.

**17.3 Estoppel Certificate.** Tenant shall at any time and from time to time upon ten (10) days written notice from Landlord execute, acknowledge and deliver to Landlord and to such other addressees as Landlord may designate, a certificate in the form of Exhibit "D" (or in such other form and substance satisfactory to Landlord and Tenant, certifying as to such matters as may be reasonably requested by Landlord) indicating thereon any exceptions thereto which may exist at that time. Failure of Tenant to execute and deliver such certificate following an additional twenty (20) days' written notice shall constitute an acknowledgment by Tenant that the statements included in Exhibit "D" are true and correct, without exception.

**17.4 Further Instruments.** Provided the same are reasonably acceptable to Landlord and Tenant, the Party so requested shall, whenever and as often as it shall be required so to do by the other Party and in accordance with this Lease, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all further instruments and documents as may be reasonably required in order to complete any and all transactions or to accomplish any and all

matters and things as provided in this Lease; provided that the same shall not increase Tenant's obligations nor decrease Tenant's rights under this Lease.

#### ARTICLE 18- QUIET ENJOYMENT

18.1 Quiet Enjoyment. Landlord agrees that Tenant, upon paying Rent and performing the covenants and conditions of this Lease, may quietly have, hold and enjoy the Premises during the Term without hindrance or interruption by Landlord or any other person validly claiming by, through or under Landlord, subject, however, to the provisions of this Lease and any mortgages, ground or underlying leases, agreements and encumbrances to which this Lease is subordinate.

#### ARTICLE 19- END OF TERM; TITLE TO PROPERTY

19.1 Surrender. Tenant shall, upon the expiration of the Term or earlier termination of this Lease for any reason whatsoever, surrender the Premises to Landlord in good order and in broom clean condition and repair, and in as good condition and repair as the same shall be at the commencement of said Term or may have been put by Landlord during the continuance thereof, except for reasonable wear and tear, damage by casualty, condemnation and damage not required to be repaired by Tenant. Nothing herein shall be construed as relieving Tenant of any of its maintenance obligations provided for in this Lease. Tenant may remove its initial Tenant Improvements, Signage, and any awnings and the like at the end of the Term, as well as any of the improvements made by Tenant to the Premises during the Term, provided that Tenant shall, at its sole cost and expense, repair any damage occasioned to the Premises or Shopping Center by reason of the removal of such Tenant Improvements, Signage and awnings.

19.2 Holding Over. If Tenant or any party claiming under Tenant remains in possession of the Premises, or any part thereof, after expiration of the Term or any early termination of this Lease ("Holdover Date"), such holding over shall become a tenancy on a month-to-month basis, or, at the option of Landlord, a tenancy at sufferance, and Tenant shall pay to Landlord during any period which Tenant shall hold the Premises after the Term has expired monthly Base Rent at one hundred fifty percent (150%) of the rate as was payable during the month immediately preceding the Holdover Date in addition to Additional Rent that may otherwise accrue under this Lease. The payment of such holdover rent shall not relieve Tenant from any other liability or indemnification obligation hereunder. Any such occupancy shall be subject to all the other conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy or a tenancy at sufferance, as applicable, provided, however, that in no event shall any such holding over and payment of Rent be constituted as otherwise extending the Term of this Lease. Notwithstanding the foregoing, if upon the Holdover Date, Landlord and Tenant are engaged in good faith negotiations to renew this Lease, and the Landlord agrees in writing, then Base Rent shall not increase and Tenant shall continue to pay the rate equal to the last payment made immediately preceding the Holdover Date.

19.3 Title to Personal Property. Any Personal Property of Tenant shall remain the property of Tenant and Landlord agrees that Tenant shall have the right to remove any and all of Tenant's Personal Property which it may have stored or installed in the Premises. Tenant shall, at its sole cost and expense, repair any damage occasioned to the Premises or Shopping Center by reason of the removal of any of Tenant's Personal Property. If this Lease expires or is terminated for any reason and Tenant fails to remove such items from the Premises on or before the effective date of such expiration or termination, then in any such event all of such Personal Property shall thereupon be deemed to be abandoned and become the property of Landlord without cost to or liability of any kind to Landlord and without further act by either Party. To the extent Landlord may have a lien on or security interest in the Tenant's Personal Property pursuant to this Lease, by law or otherwise, Landlord hereby agrees to subordinate such lien or security interest to any third party unrelated lender to Tenant. Landlord shall provide to Tenant, within twenty (20) days after Tenant's request therefor, a written subordination in form reasonably satisfactory to Tenant and Landlord evidencing Landlord's subordination of any rights it has or may have in Tenant's Personal Property to such lender.

#### ARTICLE 20- MISCELLANEOUS PROVISIONS

20.1 Notices. Any notice, consent, approval, demand, request or document which either Party is required or desires to give or deliver to or make upon the other hereunder shall be in writing and may be personally delivered or sent by mail, postage prepaid (either by (a) United States registered or certified mail, return receipt requested, or (b) reputable national overnight courier or delivery service), addressed as set forth in this Lease (subject to the right of either Party to designate a different address for itself by notice similarly given).

Any notice, consent, approval, demand, request or document so delivered by overnight courier or delivery service shall be deemed to have been delivered on the day on which the same is delivered to (or refused by) a Party, or after three (3) days if deposited in the United States mail as registered or certified mail, addressed as above provided, with postage thereon fully prepaid, or, if sooner, upon receipt (or refusal); provided, however, in the event any time period provided for in this Lease expires on a weekend or holiday recognized by the United States Postal Service, the time period shall be automatically extended to the next business day.

20.2 No Recording. Neither Party shall sign and record a short-form memorandum of lease or record this Lease.

20.3 Signs. Subject to Legal Requirements and Landlord's prior approval (which shall not be unreasonably withheld, conditioned, or delayed), Tenant shall have the right, at its sole cost and expense, to install all typical or normal identification, promotional and other sign (collectively, "Signage") on, in and about the Premises and Shopping Center and in the maximum size and amount permitted by the Legal Requirements (including any variances obtained by Tenant after the mutual execution and delivery of this Lease). Tenant's approved Signage is set forth on Exhibit "F", attached hereto and made a part hereof. Landlord makes no representation that any Signage shall be permitted by the applicable Legal Requirements. Tenant

shall be required to remove the Signage upon the expiration of the Term and to repair any damage to the Premises or Shopping Center caused by such removal, all at Tenant's sole expense. Tenant agrees that in exercising its rights under this Lease, it shall not install or affix any Signage to the exterior walls of the Shopping Center, except as otherwise set forth in this Lease. Tenant shall install, and keep throughout the Term, all Signage in compliance with all applicable Legal Requirements, and Tenant shall keep all Signage in good condition and in proper operating order at all times. Notwithstanding anything in this Lease to the contrary, if Landlord objects to any Signage, Landlord shall only be permitted to notify Tenant of such objection by sending a written notice to Tenant's corporate office pursuant to the notice address set forth in this Lease.

**20.4 Successors and Assigns.** All the provisions hereof are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate paragraph hereof, and all of the provisions hereof shall bind and inure to the benefit of the Parties, and their respective heirs, legal representatives, successors and assigns.

**20.5 Consent; Good Faith and Fair Dealing.** Wherever in this Lease a Party is required to give its consent or approval to any action on the part of the other Party, such consent or approval shall not be unreasonably withheld, conditioned or delayed, except as otherwise set forth herein. Furthermore, whenever this Lease grants a Party the right to take action, exercise discretion, or make allocations or other determinations, such Party shall act reasonably and in good faith.

**20.6 Captions and Terms.** The captions of articles and sections of this Lease are for convenience only, are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease. All references herein to statutes shall be deemed to refer to such statutes as they may be amended or superseded from time to time and to any successor statutes thereto. If more than one person or corporation is named as Landlord or Tenant in this Lease and executes the same as such, then and in such event, the words "Landlord" and "Tenant" wherever used in this Lease are intended to refer to all such persons or corporations, and the liability of such persons or corporations for compliance with and performance of all the terms, covenants and provisions of this Lease shall be joint and several. The masculine pronoun used herein shall include the feminine or the neuter as the case may be, and the use of the singular shall include the plural.

**20.7 Relationship of Parties.** Nothing contained in this Lease shall be deemed or construed as creating the relationship of principal and agent or partnership or joint venture between Landlord and Tenant or between Landlord and any third party, or cause Tenant to be responsible in any way for the debts or obligations of Landlord or any third party.

**20.8 Severability.** If any provisions of this Lease shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect. It is the intention of the Parties that if any provision of this Lease is capable of two constructions, one of which

would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

20.9 Authority. Tenant and Landlord each hereby covenant that if it is a business entity, it is a duly constituted business entity in good standing (or validly subsisting) and qualified to do business in the state in which the Shopping Center is located, and the persons executing this Lease on behalf of Tenant or Landlord, as the case may be, are duly authorized by the governing body of such business entity to do so. Tenant further warrants, represents and covenants to Landlord that: (i) Tenant has the legal right, authority and capacity to enter into this Lease; (ii) this Lease has been duly executed by Tenant and is a valid, legally binding and enforceable obligation of Tenant in accordance with its terms; and (iii) the execution, delivery and performance of this Lease by Tenant and/or the operation of Tenant's business will not violate any agreement to which Tenant or any of its owners are a party and will not require the consent, approval or authorization of any person, corporation, partnership, joint venture or other business association or public authority.

20.10 Entire Agreement; Amendment. There are no oral or written agreements or representations between the Parties affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, representations, brochures, agreements and understandings, if any, between the Parties or displayed by Landlord to Tenant with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. All reliance by either Party with respect to representations and warranties shall be solely upon the representations and agreements contained in this Lease. No amendment or addition to this Lease shall be binding upon the Parties unless in writing, signed and mutually delivered between them.

20.11 Governing Law. The laws of the Commonwealth of Pennsylvania shall govern the validity, performance and enforcement of this Lease, without regard to any conflicts of law principles. This Lease shall not be construed either for or against Landlord or Tenant, but this Lease shall be interpreted in accordance with the general tenor of the language in an effort to reach an equitable result. If either Party institutes legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be the county in which the Shopping Center is located or the United States District Court having jurisdiction over such county.

20.12 No Waiver. The consent to, or approval of, any act requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act by Tenant or Landlord, as the case may be.

20.13 Force Majeure. Any prevention, delay or stoppage due to strike, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, failure of power, governmental restrictions, governmental approvals, judicial orders, riots, insurrection, enemy or hostile governmental action, terrorism, civil commotion, fire or other casualty, and other reason of a similar or dissimilar nature beyond the reasonable control of the Party obligated to perform, shall excuse the performance by such Party for a period equal to any

such prevention, delay or stoppage and the period for the performance of any act shall be extended for the period of the delay. Force majeure shall excuse the performance by that Party for a period equal to the prevention, delay or stoppage; provided the Party prevented, delayed or stopped shall have given the other Party written notice thereof within ten (10) days of such event causing the prevention, delay or stoppage. The provisions of this Section shall not, at the option of the affected Party, operate to extend the Term. Delays or failure to perform resulting from lack of funds or financial inability shall not be deemed delays beyond the reasonable control of a Party. Notwithstanding anything in this Lease to the contrary, force majeure shall not excuse Tenant's obligation to timely pay Rent to Landlord.

**20.14 No Merger.** The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation hereof, shall not work a merger unless consented to in writing by all persons (including Landlord) having an interest in the Premises.

**20.15 Attorneys' Fees.** In the event either Landlord or Tenant shall institute any action or proceeding against the other relating to the provisions of this Lease, then each Party shall be responsible for the payment of their own attorney's fees.

**20.16 Brokers.** Except as otherwise provided herein, Landlord and Tenant covenant and agree to indemnify, protect, defend and save the other harmless from any and all loss, costs (including reasonable attorneys' fees and court costs), claims, damages, judgments, suits, causes of action, penalties, fines, expenses and liability that may arise from claims for commissions or fees from any party other than the Broker arising by or through the indemnifying party. The foregoing mutual indemnification shall survive the expiration or earlier termination of this Lease.

**20.17 Effect of Early Termination.** If this Lease is effectively terminated prior to the expiration of the Term pursuant to any election allowed either Party under this Lease, then as of the date of such election (i) this Lease and the Term shall cease, (ii) Landlord shall apportion Rent and any other sums payable by Tenant to Landlord hereunder as of the termination date, (iii) Landlord shall refund to Tenant any overpayment of such amounts or Tenant shall pay to Landlord any underpayment of such amounts, as the case may be within thirty (30) days thereafter, and (iv) the Parties, effective as of such termination, shall be mutually released from all liability and obligations thereafter arising under this Lease excepting only any indemnification obligation arising under this Lease which is expressly provided to survive, including, without limitation, each Party's obligation to indemnify the other for any act of the indemnifying Party occurring prior to such termination.

**20.18 Payment and Performance under Protest; No Accord and Satisfaction.** If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other, or as to any work to be performed by either of them, under this Lease, then the Party against whom the obligation to pay the money or to perform the work is asserted shall have the right to make payment or to perform the work "under protest" and such payment shall not be regarded as a voluntary payment or performance, and such Party shall thereafter have the right to institute suit for the recovery of such sum or for the recovery of the costs of such work. If it shall

be adjudged or determined that there was no legal obligation to pay such sum or perform such work or any part thereof, then the Party paying such sum or performing such work shall be entitled to recover such sum or the costs of such work or so much thereof as it was not required to pay or perform.

No payment by Tenant, or acceptance by Landlord of a lesser amount than shall be due from Tenant to Landlord, shall be treated otherwise than as a payment on account. The acceptance by Landlord of a check or other instrument for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check or instrument, that such lesser amount is payment in full, shall be given no effect, and Landlord may accept such check or instrument without prejudice to any other rights or remedies which Landlord may have against Tenant.

**20.19 Lease Execution.** If Landlord is the last Party to execute this Lease, Landlord shall return a fully executed original of this Lease to Tenant within ten (10) days from the date Tenant has executed and delivered the same to Landlord, and in the event Landlord fails to return this Lease to Tenant within such ten (10) day period, Tenant may terminate this Lease. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Premises, and this document shall become effective and binding only upon the execution and delivery hereof by both Landlord and Tenant.

**20.20 Waiver of Landlord's Lien.** In no event shall Landlord have any lien on any of Tenant's Personal Property whatsoever. Landlord waives any statutory lien on Tenant's Personal Property.

**20.21 No Third Party Beneficiaries.** The Parties acknowledge and agree that no provision in this Lease may be enforced by any third party.

**20.22 Time is of the Essence.** Time is of the essence of this Lease and all of the terms, covenants and conditions hereof.

**20.23 Counterparts; Facsimile.** This Lease may be executed in any number of counterparts, and by each of the Parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all of which shall constitute but one and the same instrument. Delivery of an executed counterpart of this Lease by telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Lease. Any Party delivering an executed counterpart of this Lease by telefacsimile shall also deliver a manually executed counterpart of this Lease, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability or binding effect of this Lease.

**20.24 Patriot Act.** Each Party hereby represents that it is not in violation of any Legal Requirements relating to terrorism or money laundering, including the Executive Order and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56, the "Patriot Act").

20.25 Waiver of Jury Trial. The Parties shall and they hereby do waive trial by jury (unless such waiver would preclude a right to counterclaim) in any action, proceeding or counterclaim brought by either of the Parties against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of said Premises, and any emergency statutory or any other statutory remedy. The Parties further agree that in the event Landlord commences any summary proceedings for non-payment of Rent or other sums due hereunder, Tenant will not interpose any non-mandatory counterclaim of whatever nature or description in any such proceedings.

20.26 Tenant's Understanding. TENANT ACKNOWLEDGES THAT TENANT UNDERSTANDS THE CONFESSIONS OF JUDGMENT AUTHORIZED IN SECTIONS 15.2 B OF THIS LEASE; THAT THIS TRANSACTION IS COMMERCIAL AND NONRESIDENTIAL IN NATURE; AND THAT TENANT WAIVES ANY RIGHT TO A HEARING OR TRIAL IN COURT WHICH WOULD OTHERWISE BE REQUIRED BY LAW AS A PRIOR CONDITION TO LANDLORD'S OBTAINING THE JUDGMENTS AUTHORIZED IN SECTIONS 15.2 B.

20.27 Security Deposit.

A. Deposit. As a condition precedent to this Lease and concurrently with the execution hereof, Tenant shall pay to Landlord \$11,531.25 (the "Security Deposit"), which sum shall be held by Landlord, during the Initial Term of this Lease or earlier termination of this Lease, as security for Tenant's full performance of its obligations under this Lease, including, without limitation, its obligation to pay all Rent when due and to surrender the Premises in the condition required. The Security Deposit may be commingled by Landlord and may be applied by Landlord against any failure in any of the terms, provisions, or conditions of this Lease. A mortgagee in possession of the Premises, or any successor to its interest therein, through public or private foreclosure or the acceptance of a deed in lieu thereof, shall have no liability to Tenant with respect to such Security Deposit unless such person or entity has acknowledged receipt of all or any portion of the Security Deposit; and thereafter, Landlord shall be relieved of all liability with respect thereto. In the event Landlord applies the Security Deposit in whole or in part against a failure by Tenant, Tenant shall deposit sufficient funds to maintain the Security Deposit in the amount required by this Section 20.27. The failure of Tenant to maintain the required amount of the Security Deposit shall entitle Landlord to avail itself of the remedies provided in this Lease or at law for non-payment of Rent. Upon the expiration of the Initial Lease Term or earlier termination of this Lease, Landlord shall return the Security Deposit to Tenant less those sums applied in accordance with the provisions hereof to the payment of Rent or any other sums of money required to be paid by Tenant to Landlord under this Lease, whereupon the balance shall be returned to Tenant, so long as Tenant shall have provided Landlord with Tenant's current address.

B. Right to Increase Security Deposit. Without limiting Landlord's other rights and remedies provided for in this Lease or at law or equity, Landlord shall have the right to increase the Security Deposit upon the occurrence of any of the following events:

(i) This Lease is at any time amended to accommodate a material change, as determined by Landlord in its sole and reasonable discretion, in the permitted uses initially specified therein;

(ii) Tenant requests and receives Landlord's approval of an assignment or sublet to an entity whose creditworthiness, economic strength, or financial status, in Landlord's sole and absolute discretion, is weaker than the creditworthiness, economic strength, or financial status of Tenant at the time of such request;

(iii) Tenant is in violation of the covenants under this Lease or fails to pay Rent in a timely fashion more than two (2) times within any twelve (12) month period, irrespective of whether or not such default is cured; or

(iv) Tenant or its contractors or agents, performs alterations at the Premises without obtaining any required consent of Landlord.

C. Amount of Increase. If any of the events listed in Section 20.27.8 hereof occur, then Landlord may increase the Security Deposit by an amount that Landlord determines, in its sole, reasonable and absolute discretion, is necessary to protect its interests. However, such increase shall not exceed One Hundred Percent (100%) of the Security Deposit. Such increase shall be paid by Tenant immediately upon demand by Landlord.

D. Event of Default. If Tenant fails to comply with the provisions of this Section 20.27, such failure shall be treated as an Event of Default.

20.28 Waiver of Landlord and Tenant Act. TENANT EXPRESSLY WAIVES TO LANDLORD THE BENEFIT TO TENANT OF 68 P.S. SECTION 250.501, BEING SECTION 501 OF THAT ACT, APPROVED APRIL 6, 1951, ENTITLED "LANDLORD AND TENANT ACT OF 1951", AS MAY BE AMENDED FROM TIME TO TIME, REQUIRING NOTICE TO QUIT UPON THE EXPIRATION OF THE TERM OF THIS LEASE OR AT THE EXPIRATION OF ANY EXTENSION OR RENEWAL THEREOF, OR UPON ANY EARLIER TERMINATION OF THIS LEASE, AS HEREIN PROVIDED. TENANT COVENANTS AND AGREES TO VACATE, REMOVE FROM AND DELIVER UP AND SURRENDER THE POSSESSION OF THE PREMISES TO LANDLORD UPON THE EXPIRATION OF THE TERM OR UPON THE EXPIRATION OF ANY EXTENSION OR RENEWAL THEREOF, OR UPON ANY EARLIER TERMINATION OF THIS LEASE, AS HEREIN PROVIDED, WITHOUT SUCH NOTICE, IN THE CONDITION AS REQUIRED ABOVE.

[Remainder of page intentionally left blank.]

[Signatures to appear on the following page.]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the last date written below.

LANDLORD:

REGIONAL DEVELOPMENT PARTNERS --  
BLUE SPRUCE, L.P.

By: [Signature]  
Printed Name: Herby Pollock  
Title: Manager  
Date: 11-8-16

TENANT:

21<sup>st</sup> Century Cyber Charter School, Inc.

By: [Signature]  
Printed Name: Kim McCully  
Title: CEO  
Date: 10-28-16

EXHIBIT "A"  
LEGAL DESCRIPTION OF PROPERTY

January 10, 2013

Legal Description  
Parcel B - Premises A

All that certain piece or parcel of land, situate in the Municipality of Murrysville, County of Westmoreland and Commonwealth of Pennsylvania, being designated as Parcel B – Premises A and a part of lands now or formerly of the Estate of Emily M. Moroney, recorded at Instrument Number 200712130057286, in the Office of the Recorder of Deeds of Westmoreland County, being more particularly bounded and described as follows:

Beginning at a point along the southerly line of Ramaley Rentals LLC, recorded as Instrument Number 200710250050244, and being the northwest corner of McCutchen Street, having a variable width; thence along the westerly Right of Way line of said McCutchen Street for the following four (4) courses and distances: 1.) South 4° 43' 33" West a distance of 218.92 feet to a point; 2.) North 85° 32' 04" West a distance of 14.83 feet to a point; 3.) South 04° 27' 56" West a distance of 78.02 feet to a point; 4.) by the arc of a circle curving to the right, having a radius of 29.53 feet an arc length of 42.72 feet, subtended by a chord bearing South 45° 54' 52" West a distance of 39.09 feet to a point on the northerly Right of Way Line for Limited Access of William Penn Highway, also known as State Route 0022, having a variable width; thence along said northerly Right of Way Line, South 87° 21' 48" West a distance of 68.21 feet to a point; thence continuing by the same, by the arc of a circle curving to the right, having a radius of 1774.31 feet an arc length of 245.21 feet, subtended by a chord bearing North 88° 40' 39" West a distance of 245.02 feet to a point; thence through said lands of the Estate of Emily M. Moroney, North 03° 13' 33" East a distance of 372.88 feet to a point on the southerly line of said lands of Ramaley Rentals LLC; thence along said southerly line South 81° 38' 27" East a distance of 362.94 feet to the point of beginning.

Containing 123,976 square feet or 2.8461 acres, more or less.

Deliver excellence, vision, and responsive service to our clients.

300 Corbet Street, Suite 200 B • Tarentum, PA 15084-1817 • (724) 224-2330 • Fax (724) 224-5254  
Corporate Office: Brookfield, WI • [rasmithnational.com](http://rasmithnational.com)

January 10, 2013

Legal Description  
Parcel B - Premises B

All that certain piece or parcel of land, situate in the Municipality of Murrysville, County of Westmoreland and Commonwealth of Pennsylvania, being designated as Parcel B - Premises B and a part of lands now or formerly of the Estate of Emily M. Moroney, recorded at Instrument Number 200712130057286, in the Office of the Recorder of Deeds of Westmoreland County, being more particularly bounded and described as follows:

Beginning at a point along the southerly line of lands now or formerly of Ramaley Rentals LLC, recorded as Instrument No. 200710250050244, said point being located North  $81^{\circ} 38' 27''$  West a distance of 362.94 feet from the intersection of said southerly line and the northwest corner of McCutchen Street, having a variable width; thence through said lands of the Estate of Emily M. Moroney, South  $03^{\circ} 13' 33''$  West a distance of 372.88 feet to a point on the northerly Right of Way Line for Limited Access of William Penn Highway, also known as State Route 0022, having a variable width; thence along said northerly Right of Way line for the following three ( 3 ) courses and distances; 1.) by the arc of a circle curving to the right, having a radius of 1774.31 feet an arc length of 298.81 feet, subtended by a chord bearing North  $79^{\circ} 53' 38''$  West a distance of 298.46 feet to a point; 2.) North  $15^{\circ} 26' 35''$  East a distance of 76.40 feet to a point; 3.) by the arc of a circle curving to the right, having a radius of 1788.45 feet an arc length of 28.20 feet, subtended by a chord bearing North  $78^{\circ} 51' 02''$  West a distance of 28.20 feet to a point on the easterly line of lands now or formerly of Pugliano Realty, recorded in Deed Book Volume 3635, page 510; thence along said easterly line, North  $31^{\circ} 23' 26''$  East 309.80 feet to a point on the southerly line of said lands of Ramaley Rentals LLC; thence along said southerly line, South  $81^{\circ} 38' 27''$  East a distance of 162.50 feet to the point of beginning.

Containing 92,206 square feet or 2.1168 acres, more or less.

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EXHIBIT "B"  
PROPERTY SITE PLAN  
(See Attached.)



EXHIBIT "C"  
Work Letter

DESCRIPTION OF LANDLORD'S WORK

- Landlord shall also be responsible to pay any and all impact fees associated with the initial construction.

**ARCHITECTURAL PLANS:** Tenant will pay for the completion of Architectural Plans for Murrysville and Landlord's sole review and approval. Design must be upscale and consistent with the design of the shopping center. Landlord shall pay for costs of construction, including the costs of all required permits and approvals for Landlord's Work

Landlord will provide the following items per Tenant's plans and will procure all necessary permits:

1. Storefront with (1) 3'0" x 7' glass door.
2. All exterior walls sheet-rocked, taped, sanded and ready for paint.
3. A concrete floor.
4. New HVAC system complete and to code ready for use, 1 ton per 400 square feet. Landlord to install all ductwork, all supply and return registers and all distributed per Tenant's plans.
5. 200 AMP 120/208V, three (3) phase four wire (4W) electrical service and panel. Landlord shall provide electric to the Premises and electrical distribution as needed and consistent with Tenant's plans.
6. Sprinklers, with distribution.
7. Landlord shall provide two bathrooms to code, completely fitted out, except paint and flooring.
8. Landlord shall be responsible for all 2' x 2' or 2' x 4' ceiling and standard 2' x 2' or 2' x 4' lay-in lighting.
9. Hot water heater installed ready for use.
10. One office to Tenant's specifications.

Tenant will be responsible for all other necessary construction beyond Landlord's delivery conditions to build a prototypical Cyber School. Landlord shall approve Tenant's design and it must be consistent with the nature of the shopping center

EXHIBIT "D"

ESTOPPEL CERTIFICATE

(Addressee)

Ladies and Gentlemen:

It is the understanding of the Guarantor that you have committed to loan or invest a substantial sum of money in reliance upon this certification by the Guarantor, or that you intend to take some other action in reliance upon this certification. The Guarantor, as "Tenant" under that certain Lease (the "Lease"), dated \_\_\_\_\_, 201\_\_\_\_ made and entered into between \_\_\_\_\_ ("Landlord"), and the Guarantor, hereby certifies that:

(1) Check (a) or (b):

(a) The Premises has been delivered pursuant to the Lease and the Guarantor has accepted possession and entered into occupancy of the same, or

(b) The Premises will be delivered on \_\_\_\_\_ and the Guarantor will accept possession and enter into occupancy thereof on such date;

(2) Check (a) or (b):

(a) To Tenant's knowledge, the Premises has been completed in accordance with the Lease as agreed upon, or

(b) To Tenant's knowledge, the Premises will be completed on \_\_\_\_\_;

(3) The area of the Premises is \_\_\_\_\_ square feet;

(4) The Lease is in full force and effect and has not been assigned, modified, supplemented or amended in any way, except as set forth in Schedule 1 hereto;

(5) The Lease represents the entire agreement between the parties as to such leasing;

(6) Tenant opened for business on \_\_\_\_\_;

(7) The Rent Commencement Date of the Lease is \_\_\_\_\_;

(8) The Expiration Date is \_\_\_\_\_;

(9) To Tenant's knowledge, all conditions of the Lease to be performed by Landlord and necessary to the enforceability of the Lease have been satisfied, except as set forth in Schedule 1 hereto;

(10) To Tenant's knowledge, there are no defaults by either Landlord or Tenant under the Lease, or failures to perform under the Lease by either Landlord or Tenant;

(11) Rent has been paid through the month of \_\_\_\_\_, and no Rent has been prepaid, other than as provided in the Lease; and

(12) To Tenant's knowledge, on this date there are no existing defenses or offsets which the Guarantor has against the enforcement of the Lease by Landlord.

All capitalized terms used herein which are defined in the Lease shall have the same meaning when used herein.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

TENANT:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT "B"  
TENANT'S WORK

## EXHIBIT E

### TENANT'S WORK

In general, the tenant will be responsible for items required for the fit-out that are not already included in the Exhibit C, "DESCRIPTION OF LANDLORD'S WORK". The following is a list of specific items that shall be provided by the Tenant and its contractor:

1. Interior walls: studs, batt insulation, gypsum wall-board and paint for all interior partitions
2. Paint: inside face of exterior walls, which shall be taped and sanded by the Landlord.
3. All Floor finishes
4. Interior windows / glazing
5. At Tenant's option, interior blinds/window coverings selected by Tenant
6. All interior door frames, doors, and hardware (with the exception of the storefront entry door which shall be provided by Landlord consistent with Exhibit C, Description of Landlord's Work)
7. Markerboards and other display boards, projector, and projection screen
8. Any toilet accessories required by Tenant, including grab bars, toilet paper dispenser, trash receptacles, soap dispenser, and mirrors
9. Casework including reception desk and storage, and other fixed cabinetry in the space.
10. Kitchenette, including casework and appliances, sink and associated plumbing work, and range venting
11. Fire extinguisher cabinet and fire extinguisher
12. Desks, cubicles, chairs, copiers and other loose furniture
13. Data racks and distribution

Per Exhibit C, Description of the Landlord's Work, the following is understood by Landlord and Tenant:

- Two restrooms provided by Landlord shall include water supply, sanitary waste, venting, hot water heater, etc. as required for a complete plumbing system for restrooms.
- Mechanical System installed by Landlord shall include Ductwork, Grilles, Registers, and Diffusers
- Electrical service, panel and distribution installed by Landlord shall include lay-in ceiling and lighting, power receptacles, and rough-ins for appliances.
- Fire protection for Premises provided by Landlord shall include distribution (sprinkler system)

EXHIBIT "F"

SIGNAGE

[To be provided by Tenant]



## FIRST AMENDMENT OF LEASE

THIS FIRST AMENDMENT OF LEASE AGREEMENT (“AMENDMENT”), made this 12<sup>th</sup> day of May, 2021, by and between **21st Century Cyber Charter School**, a Pennsylvania non-profit corporation (“Tenant”); and **Regional Development Partners- Blue Spruce L.P.** (“Landlord”).

WHEREAS, Tenant and Landlord entered into a Lease Agreement with a Commencement Date of December 1, 2016 (the “Lease”) for certain premises more particularly described in the Lease, located in “Blue Spruce Shoppes” and having a street address of 221 Blue Spruce Way, Murrysville, Westmoreland County, Pennsylvania; and

WHEREAS, Landlord and Tenant desire to amend the Lease so as to (i) extend the Term of the Lease for a period of five (5) years with the right to renew the Lease for two (2) additional five (5) year terms; (ii) expand the Premises as defined under the Lease to include additional space within the Building; and (iii) modify certain other terms of the Lease, all in accordance with the terms and provisions hereof.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Recitals. The foregoing recitals are incorporated herein as if set forth at length. Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Lease. All references herein to the Lease shall include this Amendment.

2. Extended Term. The extended term of the Lease for the Premises which shall include the Expansion Space, as defined herein, shall be for a period of five (5) years (the

“Extended Term”) commencing on December 1, 2021 (the “Extended Term Commencement Date”) and ending on November 30, 2026 (the “Expiration Date”).

3. Expansion Space. The terms of the Lease shall be amended to include an additional 2,075 square feet adjacent to the Premises as defined under the Lease, located within the Building, and more particularly described with Exhibit A, attached hereto and made a part hereof (“Expansion Space”). Premises under the Lease shall be amended to include the Expansion Space, so that the Premises shall total 6,575 square feet.

4. Base Rent. Base Rent for the Extended Term for the entire Premises including the Expansion Space shall equal \$27.06 per square foot. Base Rent shall increase 2% per annum during the Extended Term, with the first such increase effective on Year 2 of the Extended Term.

5. Additional Rent. Common Area Maintenance Real Estate Taxes and Insurance shall be based upon the following revised definition of Tenant’s Pro Rata Share, as of the Rent Commencement Date for the Expansion Space, as defined herein: A fraction, (which is presently estimated to be 12%) based upon the numerator of which is the total number of square feet of Floor Area in the Premises (which is estimated to be 6,575 square feet) and the denominator of which is the total Floor Area of the Shopping Center excluding any Government Owned entities or the Floor Area of any and all Outbuildings. Tenant’s Pro Rata Share may decrease or increase during Tenant’s occupancy of the Premises based on Landlord’s recalculation of Tenant’s Pro Rata Share from time to time to reflect reconfigurations, additions, or modifications to the Premises or Shopping Center. Tenant’s Pro Rata Share of Common Area Maintenance (“CAM”), Real Estate Taxes and Insurance are estimated for 2021 at \$7.05 per square foot. During the Extended Lease Term or any Renewal Term CAM expenses, Real Estate Taxes and Insurance payable by Tenant shall not exceed Tenant’s Pro Rata Share of such expenses for the prior Lease Year plus two percent (2%).

6. Rent Commencement Date for Expansion Space: The terms of the Lease including Rent and Additional Rent, shall not apply to the Expansion Space until the earlier of Thirty (30)

days from Landlord's delivery of the Expansion Space (with said delivery of the Expansion Space to occur no sooner than June 1, 2021) or the Tenant's occupancy of the Expansion Space and opening for business ("Rent Commencement Date for Expansion Space").

7. Utilities for the Expansion Space: Utilities for the Expansion Space shall be separately metered and Tenant shall pay such utilities and services directly to utility providers.

8. Construction: Tenant does not intend to engage an architect for any renovations of the Expansion Space in order to occupy the Expansion Space. Upon delivery of the Expansion Space Tenant shall be permitted to install cabling, additional electrical outlets and related items including computer equipment and smart boards required for Tenant's use and occupancy of the Expansion Space. Any such installations or renovations to the Expansion Space upon delivery of the Expansion Space shall be subject to the prior written consent of the Landlord, which shall not be unreasonably conditioned, withheld or delayed. All such renovations within the Expansion space shall be upscale and consistent with the design of the shopping center.

9. Right to Renew. Tenant shall have the right but not the obligation to renew the Lease, for two (2) additional Renewal Terms of Five (5) Years each, upon providing the Landlord written notice twelve (12) months prior to the expiration date of the applicable Renewal Term. The first of such Renewal Terms shall begin to run following the Extended Term Expiration Date, as defined herein.

10. Security Deposit. Pursuant to the terms of the Lease, upon expiration of the Initial Term of the Lease, Landlord shall return to Tenant the Security Deposit in the amount of \$11,531.25. The Security Deposit shall be returned to Tenant through a credit against Rent beginning July 1, 2021 and each additional month thereafter until such Security Deposit has been returned in full to Tenant.

Section 20.27 of the Lease entitled Security Deposit shall be removed from the Lease effective as of the expiration of the Initial Term of the Lease. Landlord hereby acknowledges and agrees that as of

the date of this Amendment, Tenant has not defaulted and currently is not in default of the terms of the Lease.

11. Miscellaneous. This First Amendment to the Lease may be executed in two or more counterparts and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart. Each counterpart shall be deemed an original, but all such counterparts taken together shall constitute one and the same instrument. Facsimile copies or electronic image printouts of signatures may be assembled and appended to one counterpart of this Amendment, which shall be deemed effective as an original instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment effective the date first above stated.

LANDLORD:

**REGIONAL DEVELOPMENT PARTNERS-  
BLUE SPRUCE L.P.**, a Pennsylvania limited  
liability company

By: Herky Pollock  
Name: Herky Pollock  
Title: Manager

TENANT:

**21st CENTURY CYBER CHARTER SCHOOL**  
1245 Wrights Lane  
West Chester, Pa 19380

By: Brian Cote  
Name: Brian Cote  
Title: Interim CEO



# Centric Business Systems

## EQUIPMENT, SOFTWARE & SERVICES AGREEMENT

Frederick 
  Malvern 
  Owings Mills 
  DC 
  York 
  Richmond 
  Salisbury 
  Tysons Corner

<b>SOLD TO</b>		<b>SHIP TO</b> <input checked="" type="checkbox"/> Same as Sold To	
Company Name	21 <sup>st</sup> Century Cyber Charter School	Company Name	
Address	1245 Wrights Lane	Address	
Suite		Suite	
City	West Chester	City	
State	PA	State	
Zip	19380	Zip	

<b>ADMINISTRATIVE CONTACT</b>		<b>IT CONTACT</b>	
Name		Name	
Email		Email	
Phone		Phone	
Fax		Fax	

**BILLING & METER CONTACT INFORMATION**

PLEASE SELECT PREFERRED CONTACT METHOD (REQUIRED FOR BILLING)

Contact Name	<input type="checkbox"/> Email
Phone	<input type="checkbox"/> Fax
Tax ID #	

**EQUIPMENT INFORMATION**

SELECT ONE:  New  In Place  Reconditioned  Demo Unit

IF ADDITIONAL LINES ARE NEEDED, PLEASE REFER TO EQUIPMENT SCHEDULE

Quantity	Manufacturer	Model/Accessories	Unit Price	Extended Price
4	Sharp	MX-5071 - Color Multi-function Printer/Copier		See Lease
1	PaperCut	PaperCut Software with 2 Card Readers		
		*By Upgrading, Centric will issue a check in the amount of		
		\$1,000 to 21 <sup>st</sup> Centruy Cyber Charter School.		

<p><b>EQUIPMENT PURCHASE TERMS</b></p> <p>The equipment identified above (the "Equipment") is purchased under the following standard terms and conditions, which have been acknowledged and accepted by the company or individual identified above, who is purchasing the Equipment pursuant to this Agreement ("Customer"), and such acceptance is evidence by Customer's signature contained on page 4 of this Equipment, Software &amp; Services Agreement (this "Agreement"):</p> <ol style="list-style-type: none"> <li>Centric Business Systems, Inc. ("Centric") retains a security interest in the Equipment and supplies described above and further in this Agreement until the total price identified herein (the "Purchase Price") is paid in full.</li> <li>If for any reason, Customer fails to complete any of its obligations hereunder, including, but not limited to, making payments when they become due, as indicated on each invoice sent by Centric to Customer, then Centric may, in addition to any other remedies available under law, retain the deposit identified herein (the "Deposit") as damages for default hereunder. In the event of a default by Customer after which Centric initiates a formal legal action to recover damages or for other relief, which results in judgment against Customer, Customer shall pay all costs of collection incurred by Centric, including reasonable and necessary attorney fees.</li> <li>Customer understands and hereby acknowledges that Centric has not made and is not bound by any oral or written representations by its sales representatives, unless such representations are explicitly restated in writing within the body of this Agreement. See "Terms and Conditions for Maintenance Programs" on the following pages. This is a binding Agreement for purchase, not subject to cancellation. This Agreement cannot be changed except as agreed to in writing by Centric. A one and a half percent (1.5%) per month late charge (eighteen percent (18%) per annum) will be applied to all balances due which remain outstanding for more than thirty (30) days.</li> <li>All orders are subject to credit approval.</li> <li>The sole remedy for Centric's failure to complete its obligations hereunder shall be the return of the Deposit.</li> <li>If equipment is being leased, see lease agreement for lease terms.</li> </ol>	<p><b>CREDIT CARD PAYMENT</b> <input type="checkbox"/> Yes</p>	
	<p>PURCHASE ORDER # (If Required)</p>	
	<p>SUBTOTAL</p>	\$
	<p>STATE &amp; LOCAL TAX (If exempt show Tax ID)</p>	\$
	<p>SETUP, DELIVERY &amp; INSTALLTION</p>	\$
	<p>TOTAL PRICE</p>	\$
	<p>LESS DEPOSIT</p>	\$
<p>BALANCE DUE</p>	\$See Lease	

PLEASE SELECT THE APPLICABLE PROGRAM

EQUIPMENT, MAINTENANCE & SUPPLY (EMS) LEASE MAINTENANCE PROGRAM

The guaranteed minimum monthly volume included (copies/prints) in the attached lease agreement are outlined below. All toner, developer, drums, parts, and labor (except for paper and staples) will be provided for the contracted equipment. Additional volume is billed at the cost and interval as follows:

- |  |  |
|--|--|
| <input type="checkbox"/> EMS Copier (MFD) Black & White<br>Minimum monthly volume included: _____<br>Additional volume billed <u>Quarterly</u> @ \$ _____ per page.        | <input type="checkbox"/> EMS Copier (MFD) Color<br>Minimum monthly volume included: _____<br>Additional volume billed <u>Quarterly</u> @ \$ _____ per page.        |
| <input type="checkbox"/> EMS Printer (FlexPrint) Black & White<br>Minimum monthly volume included: _____<br>Additional volume billed <u>Quarterly</u> @ \$ _____ per page. | <input type="checkbox"/> EMS Printer (FlexPrint) Color<br>Minimum monthly volume included: _____<br>Additional volume billed <u>Quarterly</u> @ \$ _____ per page. |

COMPREHENSIVE MAINTENANCE & SUPPLY (CMS) PROGRAM

The minimum volume included (copies/prints) in the agreement are outlined below. All toner, developer, drums, parts and labor (Except for paper and staples) will be provided for the term of the contract. Additional volume is billed at the cost and interval as follows:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> CMS Copier (MFD) Black & White<br>Billed \$ <u>.005</u> for <u>copy</u> documents per <u>Month</u> .<br>Additional volume billed <u>Monthly</u> @ \$ - - per page. | <input checked="" type="checkbox"/> CMS Copier (MFD) Color<br>Billed \$ <u>.045</u> for <u>copy</u> documents per <u>Month</u> .<br>Additional volume billed <u>Monthly</u> @ \$ - - per page. |
| <input type="checkbox"/> CMS Printer (FlexPrint) Black & White<br>Billed \$ _____ for _____ documents per <u>Month</u> .<br>Additional volume billed <u>Quarterly</u> @ \$ _____ per page.             | <input type="checkbox"/> CMS Printer (FlexPrint) Color<br>Billed \$ _____ for _____ documents per <u>Month</u> .<br>Additional volume billed <u>Quarterly</u> @ \$ _____ per page.             |

WIDE FORMAT PROGRAMS

- SERVICE ONLY Includes parts and labor for the term of the contract.
- SERVICE AND SUPPLIES (Excludes Paper) Includes all toner, drums, parts and labor for the term of the contract.
- SERVICE AND SUPPLIES (Includes Paper) Includes all toner, paper drums, parts and labor for the term of the contract.  
Billed \$ \_\_\_\_\_ for \_\_\_\_\_ square feet per Quarter. Additional volume billed Quarterly at \$ \_\_\_\_\_ per page.

EQUIPMENT MAINTENANCE PROGRAM

Includes parts and labor for the term of the contract. (Excludes all supplies.)  
Drums are  OR are not  included.  
Billed \$ \_\_\_\_\_ for \_\_\_\_\_ documents per Quarter. Additional volume billed Quarterly at \$ \_\_\_\_\_ per page.

FACSIMILE PROGRAM

\$ \_\_\_\_\_ Includes all parts and labor for the term of the contract. (Excludes all drums and supplies.)

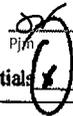
SOFTWARE SUPPORT PROGRAM

Solution: \_\_\_\_\_  
Billed \$ \_\_\_\_\_ for \_\_\_\_\_ year(s). Includes software support, subject to licensing agreement.

CENTRIC CONNECT PROGRAM

The program is to provide our customers with the network support they require to ensure that our equipment is printing, faxing and scanning effectively in their specified network environment. It enables Centric to solve customer issues that are outside of the scope of services in our maintenance agreement for the term of the contract.

- Accept: All covered units billed at \$ \_\_\_\_\_ per Quarter for \_\_\_\_\_ multifunctional copiers.
- Decline: I agree to be billed at prevailing rates for network support.

Customer Initials 

- NO MAINTENANCE COVERAGE OPTION CHOSEN

# TERMS AND CONDITIONS FOR MAINTENANCE PROGRAMS

## 1. DESCRIPTION

Customer agrees to purchase, and Centric agrees to provide equipment maintenance services, in accordance with the program selected and the terms and conditions of this Agreement. No terms or conditions, expressed or implied, are authorized unless they appear on original of this Agreement, signed by Customer and an officer of Centric. No change, alteration or amendment of the terms and conditions of this Agreement are authorized or effective unless an officer of Centric has agreed to them in writing.

## 2. GENERAL SCOPE OF COVERAGE

This Agreement covers both the labor and the material required to keep the Equipment in good operating condition. The term "Equipment" refers to any equipment listed on page one of this Agreement or included in Equipment Schedule attached hereto. This Agreement, as specified by the program selected, includes the adjustments, repairs and replacement of parts, which have been broken or worn out during normal usage of the Equipment. Damage or loss resulting from misuse or perils such as fire, theft, water damage, or for any other cause external to the machine, are not covered. The use of unauthorized parts, components, modifications, or personnel to effect repairs or changes will result in billable charges and cause this Agreement to be null and void. This Agreement does not cover service necessitated by use of operating supplies that are defective, creating service problems or not compatible with the Equipment. Centric will not be responsible for any parts or labor required to repair damage to the Equipment by an electrical surge. This Agreement does not cover service caused by malfunctions of parts, attachments, accessories and/or software packages not supplied by or through Centric.

## 3. TERM

This Agreement shall become effective upon acceptance by a Centric Officer and receipt of payment of the charges billed. This Agreement is non-cancelable and will remain in effect for the term of the lease (purchased units for four years from the date of installation). Subsequent to this initial period, this contract will automatically renew for additional 12-month periods, unless Centric is notified of the customer's intent to cancel via certified mail, 30 days prior to the anniversary of the start date. At the end of the first year of this agreement and once each successive 12-month period, Centric may increase the contract minimum and the price per impression over the minimum. Customer understands that during the term of this Agreement, Centric may require an increase in charges. The color price per copy price which includes toner usages is based on 8 1/2" x 11" lettersize copies with an average 20% image fill, consistent with industry averages. If Centric determines that you have used more toner than normal (as determined by the manufacturer's toner yield specifications), Centric will invoice an appropriate surcharge to offset such increased usages. Centric also reserves the right to invoice for any excess toner the customer has received and not utilized as evidenced by the final meter reads at the time of contract termination. Any lapse in coverage due to non-conformance of this Agreement will require an acceptable evaluation at prevailing rates prior to reinstating this Agreement.

## 4. BREACH OR DEFAULT

If Customer does not pay all charges for services as provided hereunder, promptly when due; (1) Centric may (a) refuse to provide service or supplies for the Equipment or (b) furnish service on a C.O.D. Parts and Labor basis at published rates with payment made C.O.D. at the time the service is rendered. The forgoing is without prejudice to any other remedies Centric may have. (2) Customer agrees to pay attorney fees, court costs, disbursements, and other reasonable expenses incurred by Centric in collecting any charges under this Agreement.

## 5. ASSIGNABILITY

This Agreement applies specifically to the Equipment and Customer location stated in this Agreement. Customer may not assign its interest in or delegate its duties under this Agreement, unless approved in writing by an officer of Centric. Centric may terminate this Agreement at any time by giving thirty days (30) prior written notice to Customer. If the Agreement is terminated by Centric, the unearned portion of any amounts owed and paid by Customer to Centric pursuant to this Agreement shall be refunded to Customer. If this Agreement is terminated by Customer, any such unearned portion of amounts owed

and paid by Customer to Centric pursuant to this Agreement may be applied to an agreement on the Equipment purchase from Centric, if such a situation exists, but in no event will such unearned but paid portion be refunded to Customer.

## 6. INDEMNIFICATION

Customer shall indemnify and hold Centric harmless from any claim, demand, liability, cause of action or damage for actual or alleged infringement of any intellectual property rights or copyrights arising from the performance of services under this Agreement. Customer agrees to defend Centric at Customer's sole expense, against all suits, action or proceedings in which Centric is made a defendant for actual or alleged infringement of any intellectual property rights. Other than as provided above, each party agrees to hold harmless, defend and indemnify the other party against any liability, demand, claim or cause of action for personal injury or property damage due to or arising out of the acts of that party, its agents and employees. However, each party shall have no obligation to hold harmless, defend or indemnify the other from or for liability arising from the other's own intentional or negligent acts. In no event shall Centric be liable to Customer for consequential or indirect damages due to Centric's non-performance, any breach of this Agreement, or any act of Centric or of its employees or agents.

## 7. ELECTRIC SERVICE

Purchaser shall provide electric service as appropriate for the system being installed and as required by the manufacturer.

## 8. SERVICE CALLS

Service calls will be made during normal business hours at the Equipment location specified. On site hours are from 8:30am to 5:00pm Monday through Friday, excluding holidays. Requests for service outside of normal business hours are charged to Customer at published rates and are subject to availability of personnel. Centric shall not be responsible for delays or inability to service caused directly or indirectly by strike, accidents, climatic conditions or other reasons beyond its control.

## 9. NO WARRANTY

Other than the obligations set forth herein, Centric disclaims all warranties, expressed or implied, including an implied warranty of merchantability, fitness for use, or fitness for a particular purpose. Centric shall not be responsible for direct, incidental or consequential damages, including but not limited to, damages arising out of the use or performance of the Equipment or the loss of use of the Equipment.

## 10. CHARGES

Charges will be invoiced in accordance with the program selected in this Agreement. At the end of the billing cycle, Centric will agree to adjust the future volume plan if necessary, and Customer agrees to pay the published rates for the agreed upon volume plan. Customer agrees to pay all charges within fifteen (15) days of the date of the Centric invoice for such charges. Customer understands that during the term of this Agreement, Centric may require an increase in charges.

## 11. STATE GOVERNANCE

This Agreement shall be governed by and construed according to the laws of the State of Maryland and constitutes the entire Agreement between the parties.

## 12. LABOR SERVICES FOR NETWORKED DEVICES & OPTIONAL CENTRIC CONNECT PROGRAM

This section is applicable to the Equipment that is connected to a computer or network. For 30 days, this Agreement covers installation and configuration of the hardware and/or software solutions acquired from Centric. Beyond 30 days, additional changes to networks, adding of print drivers and service requirements that result from data that has not reached the Equipment will be billed at prevailing rates, unless Customer selects the optional Centric Connect Program. Centric makes no guarantee that its products and software drivers will be compatible with updated application or operating system software. It is the responsibility of Customer to perform all necessary backups on its personal computers and/or networks prior to any installation or update. If Customer participates in the Centric Connect program, Customer is required to notify Centric prior to updating or changing application software or operating systems. Centric bears no responsibility for any damage done or data lost from said personal computers and/or network

devices. In addition, Centric will not be responsible for replacing or paying for replacements of any data, memory or information, which is lost, altered or damaged while stored in the Equipment. Materials required to connect a device to a network are not included.

**13. GENERAL METER COLLECTION**

Customer agrees to provide a meter reading when requested by Centric. If the meter reading is not reported, Centric may estimate the meter reading based on the prior three (3) months of usage to complete the billing cycle. All meter usage costs accrued during instructions, repair or preventive maintenance of the copier system shall be Customer's responsibility.

**14. MISCELLANEOUS**

This Agreement supersedes all prior discussions or understandings between the parties. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall still be construed as valid and enforceable. No waiver shall be deemed to be made by any party of any of its rights here under unless, the same shall be in writing signed by the waiving party and any waiver shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights or obligations of any party in any respect at any other time. This Agreement may be executed in separate counterparts by the parties hereto, each of which when so executed and delivered shall be an original document, but all of which counterparts together shall constitute the same instrument. This Agreement shall not be effective unless and until executed by both of the parties hereto.

**ADDITIONAL TERMS AND CONDITIONS FOR FLEXPRINT PROGRAM COVERAGE**

**15. IMPLEMENTATION**

Upon approval of this Agreement by all parties, Centric will schedule a time to complete an inspection of the existing Equipment to be serviced under this Agreement within two (2) days of receipt of the order. Following inspection and upon approval, a Centric identification tag will be attached to the Equipment, a startmeter reading will be obtained and Centric will install Remote Fleet Monitoring Software ("RFMS"). If the Equipment is not functional at the time of inspection, the Equipment will be brought to manufacturer's specification by Centric solely at the cost of Customer.

**16. ADDITION OF EQUIPMENT**

Customer is required to immediately notify a Centric representative, in writing, upon installation of any additional equipment at Customer's site capable of using Centric supplied toner cartridges. Upon execution of an addendum to this Agreement, such equipment shall be added to the Equipment Schedule attached hereto and be covered, pending inspection pursuant to this Agreement and shall be considered the Equipment for all purposes under this Agreement.

**17. RELOCATING & DELETING MACHINES**

Customer is required to immediately notify Centric upon relocation or removal of any Equipment at Customer's site.

**18. COST OF REPAIR**

Centric reserves the right to evaluate the condition of the Equipment to determine whether the cost of repair is warranted or if the Equipment should be replaced or removed from the contract.

**19. REMOTE MONITORING METER COLLECTION**

RFMS will collect meters on most networked Equipment and some local Equipment. Customer agrees to provide manual meter readings upon request by Centric for any Equipment that does not report to the RFMS. Centric is willing to collect meters on the Equipment that does not report to our RFMS, by request only, on a quarterly basis, at an additional cost of \$75 per visit for a single site with up to 100 devices. Additional fees will be assessed for environments with more than 100 devices or multiple locations.

**20. REMOTE FLEET MONITORING SOFTWARE**

Installation of RFMS will take place at the initiation of this contract to report meters and monitor supply alerts. If at any time, Customer requires reinstallation of RFMS as a result of Customer changes to their network or software, Centric will impose additional fees for re-installation. The technical specifications and requirements are as follows:

The Onsite application is comprised of a windows service and web style front end. The initial installation has a small footprint of fewer than 20 MB. Ongoing data collection will require additional disk space over time. Hard disk space requirements are dictated by the number of devices it's configured to collect data from and the frequency of the data collection. Onsite application will run on a dedicated or shared workstation or server as well as a Virtual Machine (VM) with the specifications below. The system does not have to be a server; a properly powered desktop will work as well as long as they meet the requirements below:

- Operating Systems: Microsoft Windows XP, 2003, Vista Business & Enterprise Editions
- Additional Requirements: SNMP & TCP/IP supported, MDAC 2.6 or higher, .NET 2.0 framework with service pack 2, Jet 4.0, Internet explorer 7.0 or higher (or compatible)
- Communication Port Requirements: SNMP port 161, HTTP port 80, SSL port 443
- Processor: 2.4 GHz or higher
- Memory: 1 GB or higher
- Hard Drive: 10 GB or higher
- File System: NTFS

If the specifications and requirements are not met, then the RFMS will not be installed. In that case Customer will be solely responsible for obtaining the meter readings for all of the printing devices.

  
Pete Mango (Feb 8, 2022 17:08 EST)

AUTHORIZED SIGNATURE OF CUSTOMER



SALES REPRESENTATIVE SIGNATURE

Peter Mango

CUSTOMER PRINTED NAME

Joe Harrigan

SALES REPRESENTATIVE PRINTED NAME

21CCCS Board Chairperson

2-8-2022

TITLE

DATE

CENTRIC OFFICER SIGNATURE

ORDER SUBJECT TO APPROVAL BY AN OFFICER OF CENTRIC BUSINESS SYSTEMS

10702 Red Run Boulevard • Owings Mills, MD 21117 • Phone: 877.902.3301

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to Centric Business Systems, Inc.

**CUSTOMER INFORMATION**

FULL LEGAL NAME 21 <sup>st</sup> Century Cyber Charter School			STREET ADDRESS 1245 Wrights Lane	
CITY West Chester	STATE PA	ZIP 19380	PHONE 484-875-5400	FAX
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

**EQUIPMENT DESCRIPTION**

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
Sharp MX-5071			<input type="checkbox"/>
Sharp MX-5071			<input type="checkbox"/>
Sharp MX-5071			<input type="checkbox"/>
Sharp MX-5071			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>

 See attached Schedule A

 See attached Billing Schedule

**TERM AND PAYMENT INFORMATION**

60 Payments\* of \$ 451.48 *If you are exempt from sales tax, attach your certificate.* *\*plus applicable taxes*  
 The payment ("Payment") period is monthly unless otherwise indicated.

<b>Monthly Page Allowance</b>		<b>Overages billed quarterly at*</b>	
on Copiers:	B&W Pages _____ Color Pages _____	\$ _____ per B&W page	\$ _____ per Color page
on Printers:	B&W Pages _____ Color Pages _____	\$ _____ per B&W page	\$ _____ per Color page
on Production:	B&W Pages _____ Color Pages _____	\$ _____ per B&W page	\$ _____ per Color page

By initialing here, you agree that amounts owing to Supplier for services and supplies are not included in the Payment and Paragraph 13 shall not apply to this Agreement.

**Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.**
**LESSOR ACCEPTANCE**

Centric Business Systems, Inc.			
LESSOR	SIGNATURE	TITLE	DATED

**CUSTOMER ACCEPTANCE**

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

21 <sup>st</sup> Century Cyber Charter School			
CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATED
	Peter Mango (Feb 8, 2022 17:08 EST)	Peter Mango, 21CCCS Board of Trustees Chairperson	2-8-2022
FEDERAL TAX I.D. #	PRINT NAME		

**TERMS AND CONDITIONS (Continued on Page 2)**

**1. AGREEMENT:** You agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessories incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes all prior agreements, including any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. If maintenance and supplies are not included, the term shall start on the date we pay Supplier and the first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month (the "Scheduled Due Date") unless a different due date is mutually agreed to by us and you. If the parties agree to adjust the Payment due date (an "Adjusted Due Date"), in addition to all Payments and other amounts due hereunder, you will pay an interim payment in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Scheduled Due Date and the Adjusted Due Date. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

**2. OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge equal to: a) the higher of 10% of the Payment which is late or \$26.00, or b) if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request, which may include a fee for the administrative fee for the collecting and administering any taxes, assessments or fees and remittance of the same to the appropriate authorities. You will indemnify us on an after-tax basis against the loss of any tax benefits anticipated at the commencement of this Agreement arising out of your acts or omissions. You agree to pay us a yearly processing fee of up to \$125 per asset for personal property taxes we pay related to the Equipment. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of up to \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.
4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of proper insurance within 30 days after the start of this Agreement, we may, at our sole discretion, do as provided in either (A) or (B) below: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. In addition, you agree to pay us our standard fees in connection with obtaining such insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, leasing, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.
5. **ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.
6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.
7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.
8. **END OF TERM:** You will have the following option, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. Fair Market Value means the value of the Equipment in continued use. Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment. At the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due after the end of the initial term until the Equipment is purchased or returned in accordance with the terms of this Agreement. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. At the end of the term or upon repossession of the Equipment after a default, you agree to pay us a minimum return fee of \$250, which will cover up to 10 units of returned Equipment and will not be prorated, and in addition, a supplemental return fee of up to \$50 per each unit of returned Equipment in excess of 10 units (collectively, the "Return Fee"). If, in our sole discretion, we allow you to return any Equipment prior to the end of the term, you shall pay us the Return Fee each time you return Equipment. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.**
9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.
10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intent and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.
11. **WARRANTY DISCLAIMERS: WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSEE OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.**
12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state of Lessor or, if assigned, its assignee, its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**
13. **SERVICES AND SUPPLIES:** Unless indicated otherwise on page 1, you have elected to enter into a separate arrangement with Supplier for certain services, including but not limited to subscription, connectivity, maintenance, inspection, and/or adjustment, and certain supplies, including but not limited to parts replacement, drums, cleaning material required for proper operation, toner and/or developer, all as further outlined therein (the "Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Lessor (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by us. We may charge you a monthly supply freight fee to cover the costs of shipping supplies to you. Each month, you are entitled to produce the minimum number of pages shown on page 1 for each applicable page type. Regardless of the number of pages made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on the Equipment. You agree to pay the applicable overage charge for each metered page that exceeds the applicable minimum number of pages. Pages made on equipment marked as not financed under this Agreement will be included in determining your page and overage charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the maintenance and supplies portion of the Payment and the overage charges may be increased by a maximum of 15% of the existing payment or charge. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.



## Educator Complete Profile

[Back](#)

**Last Name:** REID  
**First Name:** LINDSAY  
**Middle Initial:** D

**Place of Employment:** 21st Century Cyber CS  
**Educator Status:** N/A   
**Discipline Status:** N/A

[View Discipline Status History](#)

## PA Certifications

### Standard Credentials

<u>Credential</u>	<u>Issue Date</u>	<u>Expiration Date</u>	<u>Continuing Ed Status</u>	<u>Credential Status</u>
Instructional I Special Education PK-8 (9226)	06/01/2017			Converted
Instructional I Grades PK-4 (2825)	06/01/2017			Converted
Instructional I Grades 4-8 (All subjects 4-6, Mathematics 7-8) (3100)	07/01/2017			Converted
Instructional I Mathematics 7-12 (6800)	07/01/2018			Converted
Instructional I Special Education 7-12 (9227)	08/01/2018			Converted

1 2 3

**Total Record(s) : 13**

## Emergency Permits

**No Record(s) Found**

[Back](#)

Visitor Count

17327854



## Educator Complete Profile

[Back](#)

**Last Name:** HARRIS  
**First Name:** STEVEN  
**Middle Initial:** P

**Place of Employment:** No Employment Record on file  
**Educator Status:** N/A   
**Discipline Status:** N/A

[View Discipline Status History](#)

## PA Certifications

### Standard Credentials

<u>Credential</u>	<u>Issue Date</u>	<u>Expiration Date</u>	<u>Continuing Ed Status</u>	<u>Credential Status</u>
Intern Social Studies 7-12 (8875)	12/01/2019			Converted
Instructional I Social Studies 7-12 (8875)	06/01/2020		Active	Valid for 6 years of service
Instructional I Technology Education PK-12 (6075)	04/01/2023		Active	Valid for 6 years of service

**Total Record(s) : 3**

### Emergency Permits

<u>Credential</u>	<u>Issue Date</u>	<u>Expiration Date</u>	<u>Educational Entity</u>	<u>Credential Status</u>
Emergency Permit: LT Sub with Educational Obligation Special Education PK-12 (9231)	05/01/2023	07/31/2023	21st Century Cyber CS	Expired

**Total Record(s) : 1**

[Back](#)

Visitor Count

17320723



## Educator Complete Profile

[Back](#)

**Last Name:** NICASSIO

**First Name:** AUBREE

**Middle Initial:**

**Place of Employment:** 21st Century Cyber CS

**Educator Status:** N/A

**Discipline Status:** N/A

[View Discipline Status History](#)

## PA Certifications

### Standard Credentials

<u>Credential</u>	<u>Issue Date</u>	<u>Expiration Date</u>	<u>Continuing Ed Status</u>	<u>Credential Status</u>
Instructional I English 7-12 (3230)	06/01/2017			Converted
Instructional I Special Education 7-12 (9227)	12/01/2018			Converted
Instructional II English 7-12 (3230)	04/01/2023		Active	Valid
Instructional II Special Education 7-12 (9227)	04/01/2023		Active	Valid

**Total Record(s) : 4**

### Emergency Permits

**No Record(s) Found**

[Back](#)



## Educator Complete Profile

[Back](#)

**Last Name:** SYRYLO  
**First Name:** TRACEY  
**Middle Initial:** A

**Place of Employment:** Twin Valley MS  
**Educator Status:** N/A   
**Discipline Status:** N/A

[View Discipline Status History](#)

## PA Certifications

### Standard Credentials

<u>Credential</u>	<u>Issue Date</u>	<u>Expiration Date</u>	<u>Continuing Ed Status</u>	<u>Credential Status</u>
Instructional I Special Education PK-12 (9225)	01/01/2010			Converted
Instructional I Elementary K-6 (2810)	01/01/2010			Converted
Instructional II Elementary K-6 (2810)	07/01/2016		Active	Valid
Instructional II Special Education PK-12 (9225)	07/01/2016		Active	Valid

**Total Record(s) : 4**

## Emergency Permits

**No Record(s) Found**

[Back](#)

Visitor Count

17320723

### Applicant Complete Profile

**Applicant**

**Last Name:** KERESTES

**PPID:** [REDACTED]

**First Name:**

**First Name:** CAROLINE

**SSN:** \*\*-\*\*-\*\*\*\*

**Date of Birth:** \*\*/\*\*/\*\*\*\*

**Home Phone:** Not Available

**Gender:** Not Available

**Work Phone:** Not Available

**Email Address:** Not Available

**Cell Phone:** Not Available

**Discipline Status:** N/A [View Discipline History](#)

**Citizenship Status:** US Citizen

**Pending No -** The Department has no information of pending criminal charges. The Department provides this information pursuant to Act 168 which does not relieve a public or private school entity from its duty to obtain any and all **Criminal Charges:** required criminal clearances pursuant to 24 P.S. § 1-111.

### Standard Credentials

State	Credential	Issue Date	Expiration Date	CE Status	Credential Status
PA	Instructional I Grades 5-6 (2826)	10/01/2016		Active	Valid for 6 year(s) of service
PA	Instructional I Special Education PK-8 (9226)	07/01/2016		Active	Valid for 6 year(s) of service
PA	Instructional I Grades PK-4 (2825)	07/01/2016		Active	Valid for 6 year(s) of service

### Emergency Permits

Currently the applicant does not hold any Emergency Permits

*Disclaimer: Please note the following information in regard to your Social Security Number (SSN) DATA REQUIRED BY THE FEDERAL PRIVACY ACT (5 U.S.C. Section 552a note) AUTHORITY: 24 P.S. Section 1224.*

# Template Errors

## Loaded Templates

Template	Import Date/Time	Num Records	Is Final?
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**Missing IU Students for 21st Century Cyber CS**  
No missing IU students found.

**Disability by SD for School Age - Comparison of 2022-2023 December 1 Count with 2021-2022 December 1 Count**

**9/15/2023**

*Qry\_Comparison\_Disability\_by\_SD\_SA*

*Sources: 2022-2023 (SDM); 2021-2022 (SDM)*

IU	AUN	School District	Disability Code	Description
24	12415000 2	21st Century Cyber CS	2124	Intellectual Disability (MR)
24	12415000 2	21st Century Cyber CS	2123	Hearing Impairment including Deafness
24	12415000 2	21st Century Cyber CS	2129	Speech or Language Impairment
24	12415000 2	21st Century Cyber CS	2131	Visual Impairment including Blindness
24	12415000 2	21st Century Cyber CS	2127	Emotional Disturbance
24	12415000 2	21st Century Cyber CS	2126	Orthopedic Impairment
24	12415000 2	21st Century Cyber CS	2132	Other Health Impairment
24	12415000 2	21st Century Cyber CS	2128	Specific Learning Disability
24	12415000 2	21st Century Cyber CS	2122	Deaf-Blindness
24	12415000 2	21st Century Cyber CS	2125	Multiple Disabilities
24	12415000 2	21st Century Cyber CS	2121	Autism
24	12415000 2	21st Century Cyber CS	2130	Traumatic Brain Injury

or 1 Count

2022-2023	2021-2022	Difference	Percent Difference	Justification for Difference
0	6	-6	-100.00%	
0	2	-2	-100.00%	
0	4	-4	-100.00%	
0	2	-2	-100.00%	
0	40	-40	-100.00%	
0	0	0	0.00%	
0	61	-61	-100.00%	
0	124	-124	-100.00%	
0	0	0	0.00%	
0	0	0	0.00%	
0	39	-39	-100.00%	
0	0	0	0.00%	

**Educational Environment by SD for School Age - Comparison of 2022-2023 December 1 Count with 202**

**IU 24**

**9/15/2023**

*Qry\_Comparison\_EE\_by\_SD\_SA*

*Sources: 2022-2023 (SDM); 2021-2022 (SDM)*

IU	AUN	School District	EE Code	Description
24	12415000 2	21st Century Cyber CS	19	Inside the regular class 80 or more of the day
24	12415000 2	21st Century Cyber CS	20	Inside the regular class no more than 79% and no less than 40% of the day
24	12415000 2	21st Century Cyber CS	21	Inside the regular class less than 40 percent of the day
24	12415000 2	21st Century Cyber CS	12	Public Separate Facility (Non Residential)
24	12415000 2	21st Century Cyber CS	16	Other Private Separate Facility (Non Residential)
24	12415000 2	21st Century Cyber CS	05	Public Separate Facility (Residential)
24	12415000 2	21st Century Cyber CS	06	Other Private Separate Facility (Residential)
24	12415000 2	21st Century Cyber CS	09	Hospital/Home Bound
24	12415000 2	21st Century Cyber CS	14	Out of State Facility
24	12415000 2	21st Century Cyber CS	15	Instruction in the Home
24	12415000 2	21st Century Cyber CS	18	Correctional Facility
24	12415000 2	21st Century Cyber CS	01	Approved Private School (Non Residential)
24	12415000 2	21st Century Cyber CS	02	Approved Private School (Residential)



**Gender Comparison by SD for School Age - Comparison of 2022-2023 December 1 Count with 2021-202**

**IU 24**

**9/15/2023**

*Qry\_Comparison\_Gender\_by\_SD\_SA*

*Sources: 2022-2023 (SDM); 2021-2022 (SDM)*

IU	AUN	School District	Gender	2022-2023
24	12415000 2	21st Century Cyber CS	Male	0
24	12415000 2	21st Century Cyber CS	Female	0
24	12415000 2	21st Century Cyber CS		

**2 December 1 Count**

**IU                      24**

**9/15/2023**

*Qry\_Comparison\_Gender\_by\_SD\_SA*

*Sources: 2022-2023 (SDM); 2021-2022 (SDM)*

IU	AUN	School District	Gender	2021-2022
24	12415000 2	21st Century Cyber CS	Male	0
24	12415000 2	21st Century Cyber CS	Female	0
24	12415000 2	21st Century Cyber CS		278

9/15/2023

Qry\_Comparison\_Gender\_by\_SD\_SA

Sources: 2022-2023 (SDM); 2021-2022 (SDM)

IU	AUN	School District	Gender	Difference	Percent Difference
24	12415000 2	21st Century Cyber CS	Male	0	0.00%
24	12415000 2	21st Century Cyber CS	Female	0	0.00%
24	12415000 2	21st Century Cyber CS		-278	-100.00%

Justification for Difference

**LEP Comparison by SD for School Age - Comparison of 2022-2023 December 1 Count with 2021-2022 D  
IU 24**

**9/15/2023**

*Qry\_Comparison\_LEP\_by\_SD\_SA*

*Sources: 2022-2023 (SDM); 2021-2022 (SDM)*

IU	AUN	School District	Description	2022-2023
24	12415000 2	21st Century Cyber CS		
24	12415000 2	21st Century Cyber CS	Student Is Not Limited English Proficient	0
24	12415000 2	21st Century Cyber CS	Student Is Limited English Proficient	0

December 1 Count

IU 24

9/15/2023

Qry\_Comparison\_LEP\_by\_SD\_SA

Sources: 2022-2023 (SDM); 2021-2022 (SDM)

IU	AUN	School District	Description	2021-2022	Difference
24	12415000 2	21st Century Cyber CS		278	-278
24	12415000 2	21st Century Cyber CS	Student Is Not Limited English Proficient	0	0
24	12415000 2	21st Century Cyber CS	Student Is Limited English Proficient	0	0

**9/15/2023**

Qry\_Comparison\_LEP\_by\_SD\_SA

Sources: 2022-2023 (SDM); 2021-2022 (SDM)

IU	AUN	School District	Description	Percent Difference
24	12415000 2	21st Century Cyber CS		-100.00%
24	12415000 2	21st Century Cyber CS	Student Is Not Limited English Proficient	0.00%
24	12415000 2	21st Century Cyber CS	Student Is Limited English Proficient	0.00%

Justification for Difference

**Race Comparison by SD for School Age - Comparison of 2022-2023 December 1 Count with 2021-2022 I**

**IU 24**

**9/15/2023**

*Qry\_Comparison\_Race\_by\_SD\_SA*

*Sources: 2022-2023 (SDM); 2021-2022 (SDM)*

IU	AUN	School District	Race	2022-2023
24	12415000 2	21st Century Cyber CS		
24	12415000 2	21st Century Cyber CS	Hispanic	0
24	12415000 2	21st Century Cyber CS	American Indian or Alaska Native	0
24	12415000 2	21st Century Cyber CS	Asian	0
24	12415000 2	21st Century Cyber CS	Black or African American	0
24	12415000 2	21st Century Cyber CS	Native Hawaiian or Other Pacific Islander	0
24	12415000 2	21st Century Cyber CS	White	0
24	12415000 2	21st Century Cyber CS	Multiracial	0

December 1 Count

IU 24

9/15/2023

Qry\_Comparison\_Race\_by\_SD\_SA

Sources: 2022-2023 (SDM); 2021-2022 (SDM)

IU	AUN	School District	Race	2021-2022	Difference
24	12415000 2	21st Century Cyber CS		278	-278
24	12415000 2	21st Century Cyber CS	Hispanic	0	0
24	12415000 2	21st Century Cyber CS	American Indian or Alaska Native	0	0
24	12415000 2	21st Century Cyber CS	Asian	0	0
24	12415000 2	21st Century Cyber CS	Black or African American	0	0
24	12415000 2	21st Century Cyber CS	Native Hawaiian or Other Pacific Islander	0	0
24	12415000 2	21st Century Cyber CS	White	0	0
24	12415000 2	21st Century Cyber CS	Multiracial	0	0

9/15/2023

Qry\_Comparison\_Race\_by\_SD\_SA

Sources: 2022-2023 (SDM); 2021-2022 (SDM)

IU	AUN	School District	Race	Percent Difference
24	12415000 2	21st Century Cyber CS		-100.00%
24	12415000 2	21st Century Cyber CS	Hispanic	0.00%
24	12415000 2	21st Century Cyber CS	American Indian or Alaska Native	0.00%
24	12415000 2	21st Century Cyber CS	Asian	0.00%
24	12415000 2	21st Century Cyber CS	Black or African American	0.00%
24	12415000 2	21st Century Cyber CS	Native Hawaiian or Other Pacific Islander	0.00%
24	12415000 2	21st Century Cyber CS	White	0.00%
24	12415000 2	21st Century Cyber CS	Multiracial	0.00%





Book	Policy Manual
Section	1000 Programs
Title	Language Instruction Educational Program for English Learners
Code	1038
Status	Active
Adopted	January 12, 2016
Last Revised	May 11, 2021
Prior Revised Dates	January 15, 2019

**Purpose**

It is the policy of the 21<sup>st</sup> Century Cyber Charter School to provide all students whose dominant language is not English equal access to a quality education under 22 PA. Code 4.26. Students identified as English Language Learners receive a bilingual/bicultural and English language development program (ELD) that is on grade level, content-focused, and research-based.

21<sup>st</sup> Century Cyber Charter School will provide assistance through an appropriate planned instructional program to enable limited English proficient (LEP) students to progress academically while they are learning English.

The purpose of the program is to increase the English language proficiency of eligible students so that they can attain the academic standards adopted by the Board and achieve academic success.

**Authority**

The 21<sup>st</sup> Century Cyber Charter School shall provide a program for each student whose dominant language is not English for the purpose of facilitating the student's achievement of English proficiency and the academic standards. The program shall meet the three-pronged test of program compliance: (1) sound research-based education theory, (2) sufficient resources and staffed by appropriate personnel, and (3) periodic program evaluation.

ELD is a basic core curricular area (i.e., content area subject) that will be available to all identified students as determined by appropriate assessments and consideration of multiple criteria. It will be provided to all identified students until English proficiency is achieved. Sufficient daily instructional time based on level of English proficiency and supporting the chosen instructional model will be allotted to enable students' development of English at the proficient level.

The Board shall include provisions for appropriate professional development for all stakeholders in its professional development plan.

The Board shall establish procedures for identification of students whose dominant language is not English. The Home Language Survey shall be completed for every student by their caregiver(s) and filed in the student's permanent record folder. For students whose native language is not English and for whom background and/or additional evidence warrants formal assessment of the student's English proficiency level, 21<sup>st</sup> Century Cyber Charter School will administer the required proficiency assessment and consider multiple criteria to determine the need for English as a Second Language instruction.

The ELD program shall be designed to provide planned instruction to meet each student's individual needs based on the English language proficiency level as identified through multiple criteria in reading, writing, listening, and speaking. Adequate content area support shall be provided while the student is learning English with a focus on both English Language Proficiency Standards and Academic Standards to ensure student achievement in both language and content. ELD curriculum will be aligned to Pennsylvania's English language arts standards and the PA English language proficiency standards. Content area instruction will incorporate the PA English language proficiency standards as an overlay to Pennsylvania academic standards.

A highly qualified PA certified teacher with a Program Specialist ELD Certificate shall provide the ELD instruction.

Adequate resources and funds, including a specific line item in the appropriate program budget, will be provided for an ELD program (e.g., staffing, professional development, assessments, etc.). Instructional resources shall be comparable to the resources provided for other core academic subjects.

Periodic ELD program evaluations will be conducted for the purpose of program improvement. Evaluations will be based on students making progress and attaining proficient levels of English as collected in PIMS. The program shall be evaluated for its effectiveness and compliance based on the attainment of Annual Measurable Achievement Objectives (AMAOs). If ELLs are not progressing and/or achieving English language proficiency, the program must be revised to ensure greater achievement.

For program exit, both quantitative data (e.g., assessment results, report card grades, attendance, portfolios, etc.) and qualitative data (e.g., teachers' anecdotal records, informal classroom observations, parent interviews, etc.) will be collected throughout the student's participation in the program. Summative evaluations to determine continued placement in the program or exit from the program will be made, at minimum, on an annual basis. Upon exit from the ELD program, a student's progress will be monitored quarterly for two years.

LEP students will participate in the PSSA/Keystone assessments and other large-scale assessments with appropriate accommodations. Formative assessments will align to the academic standards and English language proficiency standards and ELLs will be graded with the same grading system used for all students. ELL students will not be retained in a grade based solely on a lack of English proficiency.

Students shall have access to and should be encouraged to participate in all academic and extracurricular activities available specific to the 21<sup>st</sup> Century Cyber Charter School program.

Communication with parents shall include information about placement, assessment, academic achievement, and other related education issues, whenever possible, in the mode and language of communication preferred by the parents.

#### *Parental Right to Opt Out of ELD Programs and Services –*

Parents/Guardians of EL students have the right to refuse specialized programs and services that may be part of the LIEP for their child. A parent's/guardian's decision to refuse programs or services must be informed and voluntary; the Charter School shall not influence a parent's/guardian's decision in any way, or make any program or placement determinations without parental notification and an opportunity to opt the student out of programs and services. [\[1\]](#)[\[2\]](#)

The Charter School shall make a parental waiver form available for parents/guardians to opt their EL child out of ELD programs and services.

The Charter School shall document all notifications made to parents/guardians regarding assessment and recommended placements and programs for EL students, and whether or not a parental waiver form is received. When a waiver form is not received from the parent/guardian, the Charter School shall proceed with the recommended placement.

EL students who have a parental waiver for ELD programs and services shall be assessed on English language proficiency annually, and shall be provided with supports and accommodations to participate in general curricular and extracurricular programs, in order to meet academic standards and graduation requirements.

Parents/Guardians of EL students who have been opted out of ELD programs and services shall be notified of their child's progress, including achievement of academic standards and assessment results, and shall be provided with opportunity and a form to opt their child back into ELD programs and services.

TO THE EXTENT THAT ANYTHING IN THIS POLICY CONFLICTS WITH THE SCHOOL'S CHARTER OR APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS AND/OR CHARTER CONTROL.

Legal

[1. 42 U.S.C. 2000d et seq](#)

[2. 20 U.S.C. 6312](#)



Book	Policy Manual
Section	1000 Programs
Title	English Learner Parent / Family Engagement and Communication
Code	1038-AR-2
Status	Active
Adopted	September 8, 2020

### **Identifying Parent/Family Communication Needs**

The school will develop a process to identify parents/guardians who are not proficient in English, and provide them with free and effective language assistance to obtain information in their preferred language or mode of communication. Parents/Guardians with limited English proficiency will be informed about programs, services and activities to the same extent as other parents/guardians.

The school's process will:

1. Identify parents/guardians who have limited English proficiency.
2. Determine the primary language or mode of communication for the parents/guardians.
3. Determine the language needs of the parents/guardians.

### **Communication Requirements**

The school will notify parents/guardians of currently enrolled English Learner (EL) students of the following information within thirty (30) days of the start of each school year, or within fourteen (14) days of initial enrollment:

1. Identification of their child as an EL student, and their child's English proficiency level.
2. Notification of their child's participation or recommended placement in the Language Instruction Educational Program (LIEP).
3. A description of the LIEP, including its intended benefits for their child, an explanation of its effectiveness, and the criteria for program exit or reclassification.

4. Notification of their right to refuse services for their child and a copy of the Parental Waiver Form.

The school will notify parents/guardians of EL students about the results of the annual English proficiency assessment for their child, and the results of the school's LIEP evaluation.

The school will maintain and provide information to all students and parents/guardians in the following areas, including but not limited to:

1. Registration and enrollment in school and school programs.
2. Description of the EL identification process, the school's LIEP and language assistance programs.
3. Report cards/grade reports.
4. List of academic classes the student may attend and graduation requirements, where applicable.
5. Student discipline policies and the Code of Student Conduct.
6. Special education, gifted programs and related services, including all Child Find notifications.
7. Parent-teacher conferences.
8. Academic and extracurricular activities and programs available to students.
9. Academic standards and assessment practices and procedures.
10. Nondiscrimination policies and complaint procedures.
11. Student/Parent Handbooks.
12. Parental permission forms and requests.
13. List of community resources.
14. Opportunities for parent/family engagement and involvement, including parent-teacher organizations, volunteer opportunities and guidelines, and activities and programs under Title I.

### **Communication Resources**

In cases where the school is unable to provide written translation because the parents'/guardians' language is not a common language, the school may use cover pages for written documentation to explain in the parents'/guardians' language how they may have the document translated orally.

When providing interpreters or translators, the school will ensure that translators are able to understand and express specialized terms or concepts used in the communication in both languages.

The school will ensure that interpreters and translators have received training on the ethics of interpretation and confidentiality of student and family information, in accordance with applicable laws, regulations and Board policies and administrative procedures.

The Pennsylvania Department of Education provides resources for translation of some educational documents through an online school document translation service, additional information can be found here: <http://www.education.pa.gov/Teachers%20-%20Administrators/Curriculum/English%20As%20A%20Second%20Language/Pages/default.aspx>

The Pennsylvania Training and Technical Assistance Network (PaTTAN) provides special education forms and information in several languages:  
<http://www.pattan.net>

The U.S. Department of Education, Office for Civil Rights (OCR), provides resources and information for parents/guardians:  
<http://www2.ed.gov/about/offices/list/ocr/ellresources.html>

The U.S. Department of Justice LEP.gov website provides additional resources and lists of translation associations and organizations:  
[http://www.lep.gov/interp\\_translation/trans\\_interpret.html](http://www.lep.gov/interp_translation/trans_interpret.html)

## **Most Recent Program Review**

The last charter that was approved for 21<sup>st</sup> Century Cyber Charter School was in 2015. Since then a document was created to submit a charter in 2019, however it was not required to be submitted. Neither charter contains a program review for 21<sup>st</sup> Century's English Learners program.

Below Is the document 21<sup>st</sup> Century Cyber Charter School will use moving forward

## Cyber Charter Schools Rubric for ELD Program Review for Renewal

Key Action	Criteria		Evaluation
<b>Discuss How Students Will Be Identified as English Language Learners (ELs) and Placed in a Language Instruction Educational Program.</b>	Cyber charter schools must demonstrate a readiness (if no ELs enrolled to date) or actual procedure to administer the federally-required Home Language Survey (HLS) to every newly enrolling student to identify potential students whose home language is other than English and may need language assistance.	<i>Examples of completed Home Language Surveys from randomly chosen student files (ELs and non-ELs)</i>	<div style="border: 1px solid black; padding: 2px;"> <b>Criteria Met</b> <input type="checkbox"/>  <b>Criteria Not Met</b> <input type="checkbox"/> </div> <p>Supporting Evidence:</p>
	Cyber charter schools must demonstrate a procedure to gather additional information about each student’s home language through the family interview process required in Pennsylvania as part of the identification procedure. If determined to require further evidence based on the family interview responses, how does the cyber charter school list the students to be assessed for English language assistance? This can be in the form of a PHLOTE list or other means of listing the student information who need testing.	<i>List of potential ELs including the results of the family interview. The list can be called PHLOTE or any title that includes names of students to be tested with the state-required ELP screener.</i>	<div style="border: 1px solid black; padding: 2px;"> <b>Criteria Met</b> <input type="checkbox"/>  <b>Criteria Not Met</b> <input type="checkbox"/> </div> <p>Supporting Evidence:</p>
	Cyber charter schools must demonstrate a readiness to administer the WIDA SCREENER (or optional WIDA MODEL assessment) to measure the English language proficiency of students on the PHLOTE list to determine if English language assistance is warranted. The school assesses students within 30 days of the beginning of the school year or within 14 days of initial school entry.	<i>Student records indicate date of enrollment and date of administration of WIDA screener.  Written policy and procedures that ensure compliance with this federal rule</i>	<div style="border: 1px solid black; padding: 2px;"> <b>Criteria Met</b> <input type="checkbox"/>  <b>Criteria Not Met</b> <input type="checkbox"/> </div> <p>Supporting Evidence:</p>

	Cyber Charter schools must state the intent to use the results of the WIDE SCREENER or MODEL, along with consideration of multiple criteria, to determine placement in the school's Language Instruction Educational Program (LIEP).	<i>School policy document describing process of placing ELs in the respective school LIEPs;</i>	<b>Criteria Met</b> <input type="checkbox"/> <b>Criteria Not Met</b> <input type="checkbox"/> Supporting Evidence:
<b>Describe the Language Instruction Educational Program Models</b>	Cyber charter schools must state their program model and explain the educational theory it is based on. (i.e. behaviorist theory, or communicative-competence theory, etc.) The school MUST update this yearly and be more specific year by year; not just a copy and paste of the prior year on the ELRS System through PDE. (Previously known as LEP System)	<i>School's description of their LIEPs and the educational theory basis</i>  <i>Copy of the last 2 ELRS reports, and school-documented evaluations</i>	<b>Criteria Met</b> <input type="checkbox"/> <b>Criteria Not Met</b> <input type="checkbox"/> Supporting Evidence:
	Cyber charter schools must demonstrate that their program model is reasonably calculated, including resources and personnel, to implement the education theory appropriately.	<i>LIEP teacher rosters and ELD resources</i>  <i>Budget line item and how these expenditures appropriately fund school's overall LIEPs</i>	<b>Criteria Met</b> <input type="checkbox"/> <b>Criteria Not Met</b> <input type="checkbox"/> Supporting Evidence:
	Cyber charter schools must describe a process by which their program will be regularly and periodically evaluated and adjusted using assessment data (i.e. ACCESS, PSSA and Keystone, and the EL accountability indicator included in the Future Ready PA Index) to ensure that language barriers are decreasing for ELs.	<i>Policy for evaluating the ELD instruction and program based on the growth measures.</i>  <i>Copy of current and previous EL accountability numbers as part of the Future Ready PA Index</i>	<b>Criteria Met</b> <input type="checkbox"/> <b>Criteria Not Met</b> <input type="checkbox"/> Supporting Evidence:

<b>Discuss Planned Instruction for English Language Acquisition (ESL) Classes</b>	Cyber charter schools must demonstrate that instruction will not be delivered during other content classes.	<i>Daily/weekly schedules including LIEP indication on random student files.</i>	<b>Criteria Met</b> <input type="checkbox"/> <b>Criteria Not Met</b> <input type="checkbox"/> Supporting Evidence:
	Cyber charter schools must explain how it will provide ELD instruction to support the program model chosen, and how the instruction is commensurate with the EL's English proficiency level.	<i>Section of the school's LIEP description includes course listing or ESL level program plans.</i>	<b>Criteria Met</b> <input type="checkbox"/> <b>Criteria Not Met</b> <input type="checkbox"/> Supporting Evidence:
	Cyber charter schools must identify exact hours of instruction by proficiency level based on student needs and the program delivery model.	<i>ELD direct instruction class schedule, times, teachers assigned, and a live demonstration of ELD instruction during visitation.</i>  <i>Synchronous and asynchronous aspects of the school's LIEP(s)</i>	<b>Criteria Met</b> <input type="checkbox"/> <b>Criteria Not Met</b> <input type="checkbox"/> Supporting Evidence:
<b>Discuss Planned Instruction for Academic Content Classes</b>	Cyber charter schools must demonstrate that instruction is commensurate with the student's proficiency level and includes adaptations, accommodations and/or supports to instruction and assessment to ensure meaningful, comprehensible access in all content areas.	<i>Differentiated lesson plans from content teachers, live and/or archived virtual lessons provided for observation</i>	<b>Criteria Met</b> <input type="checkbox"/> <b>Criteria Not Met</b> <input type="checkbox"/> Supporting Evidence:

<p><b>Discuss ESL Curriculum</b></p>	<p>Cyber charter schools must have an ELD specialized instructional plan that includes a curriculum aligned to academic standards, PA Core Standards and PA English Language Development Standards or ELDS to promote English as a new language acquisition.</p>	<p><i>Linguistically-focused ELD curricula based on Language Instruction Educational Programs (LIEP(s)); scope and sequence is not accepted; if in process of developing ELD curriculum, show process to date and plan for completion</i></p>	<p>Criteria Met <input type="checkbox"/>  Criteria Not Met <input type="checkbox"/></p> <p>Supporting Evidence:</p>
<p><b>Discuss Assessment of ELs</b></p>	<p>Cyber charter schools must describe a procedure to ensure that the annual ELP assessment (ACCESS for ELs) is administered to all ELs to measure progress and/or attainment of the students' proficiency for each domain (i.e., reading, writing, speaking and listening).</p>	<p><i>School policy and procedure for administering the ACCESS for ELs 2.0 online, paper, and/or alternate versions</i></p> <p><i>Last 3 years of Annual Language Proficiency assessment participation records if ELs are enrolled in the school</i></p>	<p>Criteria Met <input type="checkbox"/>  Criteria Not Met <input type="checkbox"/></p> <p>Supporting Evidence:</p>
	<p>Cyber charter school must explain a process to ensure that all ELs participate in PSSAs and Keystones with appropriate accommodations.</p>	<p><i>School's policy and procedures for accommodating ELs while taking PSSAs and Keystone Exams.</i></p> <p><i>Student records reflecting these accommodations were made if available</i></p>	<p>Criteria Met <input type="checkbox"/>  Criteria Not Met <input type="checkbox"/></p> <p>Supporting Evidence:</p>

<p><b>Discuss EL Accountability as part of the Future Ready Index</b></p>	<p>Cyber charter schools must demonstrate the school's EL's language acquisition growth through the EL accountability indicator included in the Future Ready PA Index.</p>	<p><i>Provide current year's Future Ready PA Index EL accountability measure</i></p>	<p>Criteria Met <input type="checkbox"/>  Criteria Not Met <input type="checkbox"/></p> <p>Supporting Evidence:</p>
<p><b>Discuss Retention/Promotion and Grading of ELs</b></p>	<p>Cyber charter schools must demonstrate an intent to use the same grading system as all other students including the policy ensuring that ELs will not be retained based solely on language proficiency and needs.</p>	<p><i>School's grading and retention policy regarding ELs</i></p>	<p>Criteria Met <input type="checkbox"/>  Criteria Not Met <input type="checkbox"/></p> <p>Supporting Evidence:</p>
<p><b>Discuss ELs With Disabilities</b></p>	<p>Cyber charter schools must state the intent to provide identification of ELs who is suspected of having disabilities in compliance with IDEA and Pa Code Ch. 14 to eligible ELs.</p>	<p><i>Records of ESL personnel attending IEP team meetings</i></p> <p><i>Written policies and procedures of the school related to identifying assessing ELs with disabilities</i></p>	<p>Criteria Met <input type="checkbox"/>  Criteria Not Met <input type="checkbox"/></p> <p>Supporting Evidence:</p>

<p><b>Discuss ELs With Disabilities</b></p> <p><b>Continued:</b></p>	<p>Cyber charter schools must state the intent to provide ELD and special education services in compliance with IDEA and Pa Code Ch. 14 to eligible ELs.</p>	<p><i>ELs with Disabilities student schedules and program placement as warranted</i></p> <p><i>Written policies and procedures of the school related to delivering services to ELs with disabilities</i></p>	<p><b>Criteria Met</b> <input type="checkbox"/></p> <p><b>Criteria Not Met</b> <input type="checkbox"/></p> <p>Supporting Evidence:</p>
<p><b>Discuss Instructional Program Exit and Monitoring of Students</b></p>	<p>Cyber charter schools must describe a procedure to apply Pennsylvania’s required reclassification criteria in order to exit ELs from the English Learner status to former English learner (FEL).</p>	<p><i>School’s planned procedure for using the state-required rubrics and exit matrix that includes ACCESS scores to reclassify ELs</i></p> <p><i>Student file of documentation of the reclassification process</i></p>	<p><b>Criteria Met</b> <input type="checkbox"/></p> <p><b>Criteria Not Met</b> <input type="checkbox"/></p> <p>Supporting Evidence:</p>
	<p>Cyber charter schools must describe a procedure to monitor students for two years after they exit the instructional program.</p> <p>Cyber charter schools must identify the monitoring criteria to be considered. Monitoring may include:</p> <ul style="list-style-type: none"> <li>• Periodic reviews;</li> <li>• Local assessments;</li> <li>• Required state assessments; and/or</li> <li>• Teacher observations</li> </ul>	<p><i>Examples of EL monitoring documentation for the first 2 years as reclassified FELs as found in student files</i></p>	<p><b>Criteria Met</b> <input type="checkbox"/></p> <p><b>Criteria Not Met</b> <input type="checkbox"/></p> <p>Supporting Evidence:</p>

<p><b>Discuss EL Parent and Family Communication</b></p>	<p>Cyber charter schools must identify procedures to ensure communication with parents/guardians is in their preferred language and mode of communication. The cyber charter school is required to provide appropriate translation/interpretation on their website for all students whose parents may require communication in a language other than English even if the student is not an EL. All IEP meetings should be conducted in the family language and mode of preference. In addition, all federal and state required EL-related information such as EL status, continuation in program, EL parent right to refuse EL program and services, and change in status to former EL (FEL) translations and means of interpretation must be documented and verified in records.</p>	<p><i>School's website must have translation capability in the languages of the EL parents and families and/or provide interpreting services</i></p> <p><i>Policy and procedures for relaying parent notification and information</i></p>	<div style="border: 1px solid black; padding: 5px;"> <p><b>Criteria Met</b> <input type="checkbox"/></p> <p><b>Criteria Not Met</b> <input type="checkbox"/></p> </div> <p>Supporting Evidence:</p>
<p><b>Discuss Staffing of ELD Instructional Programs and Services</b></p>	<p>Cyber charter schools must ensure only teachers with ESL Program Specialist Certificate deliver the ELD instruction in whichever LIEP is chosen.</p>	<p><i>Teacher records of certification and licensure</i></p>	<div style="border: 1px solid black; padding: 5px;"> <p><b>Criteria Met</b> <input type="checkbox"/></p> <p><b>Criteria Not Met</b> <input type="checkbox"/></p> </div> <p>Supporting Evidence:</p>
	<p>If implementing bilingual instruction in a dual language or bilingual program, cyber charter schools must explain how the school will verify bilingual teacher's adequate level proficiency in academic English and the partner language of instruction.</p>	<p><i>Policy and procedure showing how the school verifies the language proficiency of teachers required to use both languages</i></p>	<div style="border: 1px solid black; padding: 5px;"> <p><b>Criteria Met</b> <input type="checkbox"/></p> <p><b>Criteria Not Met</b> <input type="checkbox"/></p> </div> <p>Supporting Evidence:</p>

<p><b>Discuss ELD-related Professional Development for School Teachers and Staff</b></p>	<p>Cyber charter schools must demonstrate the school’s intent to provide ESL resources, staffing, professional development related to educating ELs, and translation/interpretation by including these as line items in the school’s budget.</p>	<p><i>School’s previous year professional development plan and current year’s planned ELD training for all teachers, administration, and staff</i></p>	<p>Criteria Met <input type="checkbox"/>  Criteria Not Met <input type="checkbox"/></p> <p>Supporting Evidence:</p>
<p><b>Discuss use of Federal Title Funds</b></p>	<p>Cyber charter schools must demonstrate awareness that Title III funding must be used to supplement, not supplant, local and state funding for ESL/Bilingual Programs. (If applicable)</p>	<p><i>If receiving Title III, evidence of how funds are currently or planned to be used in current school year</i></p>	<p>Criteria Met <input type="checkbox"/>  Criteria Not Met <input type="checkbox"/></p> <p>Supporting Evidence:</p>

**REFERENCES:**

*All above-mentioned points of review are based on one or more of the following documents.*

**Federal Statutes**

- Civil Rights Act of 1964, Title VI
- Equal Educational Opportunities Act of 1974
- The Elementary and Secondary Education Act (ESEA)
- The Every Student Succeeds Act (ESSA)
- January 7, 2015 US Departments of Education and Justice Joint Guidance – Dear Colleague Letter: English Learner Students and Limited English Proficient Parents

**State Regulations**

- 22 Pa. Code §4.4
- 22 Pa. Code § 11.11
- 22 Pa. Code § 11.12
- 22 Pa. Code §4.26
- 22 Pa. Code §4.14
- PA Certification and Staffing Policies and Guidelines (CSPG) No. 68

**Other**

- Castañeda v. Pickard, 648 F.2d 989 (1981)
- Lau v Nichols, 414 U.S. 563 (1974)
- Plyler v Doe, 457 U.S. 202 (1982)

**Final Report Template:**

Your Name:	Name of Cyber School:
Content Area Reviewed:	Date of Site Visit:
<b><u>Strengths</u></b> Please provide a bulleted list of strengths identified during your review. Each bullet should be approximately 3-4 sentences in length.	
<b><u>Deficiencies</u></b> Please provide a bulleted list of deficiencies. These are areas of noncompliance. Specific statutes, regulations, and/or guidelines must be identified to support why something is a deficiency. Each bullet should be approximately 3-4 sentences in length.	
<b><u>Areas of Concern and Recommendations</u></b> Please provide a bulleted list of areas of concern and associated recommendations that were identified during your review. Items identified here are not deficiencies, rather they are practices/procedures that may not be of standard or may not be of "best practice". For each bullet, be sure to identify the concern and provide thoughts regarding how the school might address the concern. Each bullet should be approximately 5-6 sentences in length.	