THE SCHOOL DISTRICT OF HAVERFORD TOWNSHIP
CHILDCARE PROGRAM REQUEST FOR PROPOSALS
INSTRUCTIONS AND SPECIFICATIONS

Preamble

As an accommodation to parents/guardians of elementary school students (grades K-5) attending the School District of Haverford Township ("the District"), the District is affording a childcare vendor the opportunity to provide childcare services in District schools directly to such parents/guardians pursuant to a licensing agreement with the District. As detailed more in the remainder of this request for proposals, the childcare provider whose proposal is accepted by the District acknowledges and understands that the contractual relationship to provide the services will be directly with parents/guardians and not the District. The contractual relationship between the District and childcare provider is limited to the right to use District facilities as described more fully below and in the attachment to this request for proposals.

Timeline

Solicitation Period Begins	FEBRUARY 2, 2024
Deadline to Submit Written Questions	FEBRUARY 8, 2024
Responses to Written Questions	FEBRUARY 14, 2024
Proposal Due Date	FEBRUARY 20, 2024
Candidate Interviews (at District's Option)	
Contract Award	MARCH 7, 2024

Purpose

To enter into a licensing agreement to operate a childcare program for elementary school children before and after school for the District in substantially the form set forth in Attachment A, except as otherwise agreed between the Operator and the District. Please note that the District may require incorporation of specific commitments or representations from the Operator's proposal in the agreement.

Term

The services shall be for the school years 2024-25 and 2025-26 and the District shall have the option to renew for additional one year terms pursuant to the terms of the agreement.

Proof of Ability to Perform

The Operator shall furnish proof that it has the organization and resources to fulfill obligations required by the agreement. The District reserves the right to reject any or all

proposals or parts thereof and to waive any defects or irregularities in proposals. No proposal may be withdrawn for a period of sixty (60) days following the submission response date.

Specifications Regarding Scope of Service

Services shall be provided by Operator as spelled out in the proposed agreement provided as Attachment A to this request for proposal. Any exceptions to provisions set forth in the agreement must be set forth in a specific section of the Operator's proposal identifying the specific exception and proposed alternative language.

Childcare Services shall be provided at each (5) elementary school in the district.

A classroom or appropriate other space will be provided in each school along with any other facilities as determined by the District.

Childcare shall run from 7:00 AM until the start of class and from dismissal until 6:00 PM.

Operator Costs and Insurance

The Proposal shall state the amount that the Operator plans to pay the District for the right to use the District's facilities to provide services. The amounts shall be stated on an annual basis.

Requirements for operator costs and insurance are as spelled out in the Agreement provided as Attachment A to this request for proposal.

Proposals Submission

Written questions may be submitted to Anthony R. Testa, Business Manager, by email at atesta@haverfordsd.net until February 8, 2024. Answers to written questions will be transmitted via email to all registered vendors not later than February 14, 2024.

Vendors must submit 3 printed copies of their proposal in a sealed envelope marked "Childcare Program" to Anthony R. Testa, Business Manager, Oakmont Administration Building, 50 E. Eagle Road, Havertown, PA 19083 and an electronic copy in PDF form to atesta@haverfordsd.net. Proposals are due by 3:00 pm on February 20, 2024.

The District may interview one or more vendors prior to making a decision or make a decision without interviews. The District may negotiate with one or more vendors or make a decision without negotiations.

Ultimately, the District may award a contract to the vendor whose proposal best serves the interests of the District or the District may opt not to make an award.

PROPOSAL FOR CHILDCARE SERVICES

Answers to the following questions/requests are required. Please complete answers on this and/or additional sheets of paper.

A. General Questions and Qualifications

1. Please list other childcare programs that you operate, along with number of students, and staff located at each program, fees charged at each program, and how long you have operated each. Please provide contact information for your contact at each location. Identify the Keystone Stars rating and school-aged child environmental rating for each program that you operate.

2. What experience do you have in working in a diverse community?

3. Are there currently or have there been in the last five (5) years any claims against you or your current or former employees arising from or related to your operation of any childcare facility? If so, please list and explain.

4. Has any childcare facility that you operated ever been cited by any state or local government entity for failure to comply with applicable certification, licensing, or other legal or regulatory requirements? If so, please explain.

5. Provide information concerning any violation of Federal or State law or regulation by the third party, composite information about the criminal and disciplinary records of current employees of the Operator who may perform services on the District's property and information concerning any traffic violation or chargeable accidents that occurred during the course of your employees providing services.

6. Provide your three year cost projection for operating the Program, using generally accepted accounting principles, with the understanding that the District is not paying those costs or otherwise compensating you to provide the services.

B. Staffing Questions

1. What is your proposed child to staff ratio?

2. What qualifications do you require for each staff member?

3. What early childhood certifications do your staff members hold? If awarded, will individual with early childhood certifications be assigned to this facility?

4. How frequently do you evaluate staff and what instruments do you use to evaluate staff?

5. What consideration are you willing and able to give to hiring the childcare staff currently employed by Elwyn?

C. Program Quality

1. What quantitative and qualitative measures do you use to evaluate the quality and effectiveness of your programs? How frequently?

2. Do you have any experience in and do you intend for the childcare to participate in the Keystone STARS program? If so, at what level?

3. What efforts do you undertake to support cultural proficiency and equity?

4. Provide a copy of your antidiscrimination policies and detail training that your employees undergo.

5. What experience do you have and what efforts do you propose to assist with children and families with limited English proficiency? Describe your strategy for implementing such programs.

6. Describe and provide evidence to support how your organization supports students with disabilities.

D. Safety/Security

1. Please describe how you plan to keep children safe during the operations of your program (monitoring students during the program, food allergies, release to parents/guardians, etc.).

2. What is your policy for student illnesses and medical care for students?

3. What are your protocols for handling emergencies?

4. Do you have first aid and CPR certified staff at all facilities? How many at each facility?

5. What protocols do you follow if a parent/guardian does not arrive by the time the program ends for the day?

E. Program Structure and Cost

1. What childcare options will be offered for each entity; kindergarten, 1st through 5th grade?

2. What will be the cost to parents/guardians for each option?

3. What financial assistance opportunities will you provide for participating families?

4. Will there be any discounts for additional children in the same family?

5. What payment plans will you offer parents/guardians of childcare students?

F. Other Questions

1. What do you propose to do with children that exceed the capacity of the school facilities provided?

2. What is the minimum number of children required to participate in the Before and After Care Program? At what point in time is a determination made to offer the program?

3. Please confirm whether you will provide an opportunity for enrollment priority for families who used the Before and After Care program offered on District premises as of the date the RFP was issued.

4. Describe your perspective regarding District staff or college students providing additional supports to students in before and after care.

5. Are you willing to offer childcare for other school events on the District calendar such as early dismissals? What terms, conditions, and pricing would apply to such events?

6. Describe your communication plan to parents/guardians in the event of an unexpected early dismissal at the schools and or building closing at the conclusion of the academic day?

7. Please describe your estimated implementation timeline.

ATTACHMENT A
LICENSE AGREEMENT FOR CHILDCARE PROGRAM

THIS AGREEMENT, made this _____ day of _____, 20__, between _____("Operator") and the School District of Haverford Township ("District").

RECITALS

1. District has determined that there is a demand by parents/guardians of elementary school students for childcare services both before and after school utilizing the facilities of District.

2. Operator is duly licensed and engaged in the business of providing childcare services for preschool and school-aged children.

3. District has selected Operator to provide such childcare services in accordance with the terms of this Agreement.

WHEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound hereby, the parties agree as follows:

AGREEMENT

1. Operator shall operate a duly licensed childcare facility, in full compliance with all laws, statutes, rules and regulations governing the operation of childcare facilities in the Commonwealth of Pennsylvania and the rules and regulations of the District, in any one or more of the Schools by District, including both a before school program and an after-school program. The number and location of such facilities shall be mutually agreed upon by District and Operator, however, District retains the sole discretion as to the amount of space to be made available in its buildings for childcare services under this Agreement in order to, among other reasons, permit the District to meet its obligations to provide classroom space in its buildings.

2. Operator shall provide such services on each day when Schools are in session beginning no earlier than 7:00 a.m. to the start of each child's school day, and from the end of each child's school day until no later than 6:00 PM. in the evening.

3. To the extent permitted by licensing agencies in the space made available by District, Operator shall provide childcare services to all elementary school students attending elementary school in the District who wish to utilize such services and any students referred for childcare services by the District. The

District Superintendent shall have the right to limit the number of students who utilize Operator's childcare services based upon lack of facilities.

4. Operator shall pay an amount for use of District facilities and also reimburse the School District for out–of-pocket expenses incurred by the District in connection with permitting Operator to use the school facilities. Such charges are as follows:

Operator shall pay the costs on a monthly basis and shall reimburse District for out–of-pocket expenses upon receipt of an invoice from District.

5. Operator shall provide a certified staff with an average pupil staff ratio not to exceed ten to one and with no class conducted with a pupil staff ratio of more than twelve to one. Operator shall obtain all criminal history, child abuse and other related clearances required of childcare providers in the Commonwealth. Operator shall forward copies of all clearances to District Director of Human Resources within ten (10) days of receipt. All staff shall receive and update required training regarding child abuse and neglect identification and reporting.

6. The principal of each school building in which the childcare program is operating shall be responsible for assigning classrooms and other facilities (the "Premises") to Operator. District programs and activities shall not be dislocated for the purpose of providing space for the Operator.

7. Transportation to and from the childcare program and the student's home shall be the obligation of the parents/guardians.

8. Operator shall provide childcare service on such days as District schools are in session, from the first day of student attendance through the last day of student attendance according to the District calendar. No afternoon childcare will be provided If the District calendar calls for an early dismissal.

9. During emergency closings of the schools, Operator shall provide adequate staff coverage for childcare students in cooperation with the building principal. During late openings due to inclement weather or other emergency, no AM childcare will be provided.

10. Monitoring of the program, including compliance with the terms of this agreement, and all other aspects of the relationship between the Operator and District, shall be the responsibility of the Superintendent of District or his designee. Operator shall notify the Superintendent and the school principal via email and either in person or via telephone of any behavioral, safety, or other incident or complaint involving a District student. Such notices will be provided as soon as feasible, but no later than 1 hour after the incident. Operator shall be solely responsible for communication with parents/guardians concerning the program.

11. The term of this Agreement shall be for a period of two (2) years commencing July 1, 2024 and ending June 30, 2026. District may terminate this Agreement at any time for good cause, which shall be limited to material violations of the terms of this Agreement, failure to provide a program consistent with the Owner's representations in its proposal, or violation of the laws and regulations applicable to Operator. The District shall have the option, upon written notice to the Operator no later than March 1 each year to extend the Agreement for additional one (1) year periods.

12. Operator's fees shall be subject to the review and approval of District, whose sole function will be to assure that the fees are comparable to the fees of other childcare operators providing comparable service in the area. The Operator shall not be required to provide financial information to District other than in connection with a reasonable request by District related to its review of proposed fees of the Operator.

13. All consumable supplies, equipment and telephone facilities shall be the sole responsibility of Operator. Existing facilities; such as gymnasiums and playgrounds, may be used by the operator without any additional cost with the approval of the principal of the school building involved.

14. Operator shall provide for all of its food service needs at its sole cost. Operator shall provide students with nutritionally appropriate morning and afternoon snacks or meals, as appropriate. Such food shall be (a) consistent at each site and (b) compliant with applicable District policies, regulations, and procedures regarding Student Wellness, including, but not necessarily limited to nutritional requirements and food allergies. Cooking privileges will not be provided.

15. No child shall be permitted to attend the daycare program in any school until a copy of a signed enrollment form permitting participation in the daycare program is on file with the principal of the School where the child will be participating in the daycare program. That form must contain a prominently displayed disclaimer that states: "**I acknowledge that _____ School District has no responsibility or active oversight of my child's childcare including but not limited to selection and supervision of [Operator's] employees**."

16. Operator shall provide an annual report to District describing the operation of childcare services in District's buildings. Operator shall provide accident reports to District on a monthly basis. Operator shall be responsible for developing the curriculum and activities provided by the Operator. However, any activities or curriculum which is deemed by the Superintendent to be inconsistent with the educational activities and objectives of District or federal or state law shall be discontinued immediately upon written notice by District to the Operator.

17. Operator shall indemnify District and hold it harmless from any and all liability, loss, damage, expense, causes of action, suits and claims for judgments (including attorney fees) arising from injury to person or property resulting from or based upon or in any way arising out of the use of District's facilities by the Operator. The Operator shall, at its own cost and expense, defend any and all suits which may be brought against District, either alone or in conjunction with others upon any such liability or claims and shall satisfy, pay and discharge any and all judgments and fines that may be recovered against District in any such action or actions; provided however that District shall give Operator written notice of any such claim or demand; and further provided, however, that the Operator shall be under no obligation to indemnify or hold District harmless from or against any claim or liability arising out of the fault or negligence of District, its employees or agents.

18. Neither this Agreement, nor any rights created by this Agreement, shall be assignable by either Operator or District without the prior written consent of the other, which consent shall not be unreasonably withheld.

19. Operator shall provide those reports and records which may be reasonably requested by the School District and necessary for proper evaluation of Operator's performance hereunder. All such records shall be open to inspection by School District or its representative during regular business hours in Operator's office.

20. Personnel furnished by the Operator to perform the functions specified in the Agreement shall be employees of the Operator. The Operator shall pay all salaries, wages, Social Security taxes, Federal and State Unemployment Insurance and any other tax relating to the employment of such employees. The Operator shall provide all other required management services, including personnel services necessary to carry out the terms of this Agreement.

21. The Operator, as a condition for the execution of this Agreement and during the term thereof, shall accept and comply with the provisions of the Workmen's Compensation Act, and the amendments thereto, as applicable in all cases of the employment of labor thereunder, of file with the Board of School Directors a certificate of exemption from insurance; and further submit immediately to the Board of School Directors proof of this compliance with the terms of said Workmen's Compensation Act. Additionally, Operator agrees that all employees performing services in accordance with this Agreement shall have, as part of their employment agreements with Operator, waived the right to pursue any claims or rights against the District arising from personal injuries to the extent that such injuries are covered by worker's compensation. Such waivers must be in each employee's initial employment agreement or be supported by an amendment to the agreement for which Operator provided consideration. Operator shall

indemnify, defend, and hold the District harmless from any liability incurred as a result of Operator's failure to obtain any such waivers.

22. It is understood that the Operator is an independent contractor and not an officer, agent or employee, of the School district while engaged in carrying out and complying with any of the terms and conditions of the Agreement. Under no circumstances shall Operator or the individuals assigned by Operator to perform services under this Agreement be deemed to be employees of the District. This contract is not intended to be one of hiring under the provisions of the Workman's Compensation Law or any other law and shall not be so construed. The District shall be under no obligation to provide medical, unemployment, life insurance, retirement, social security and other benefits will not be accorded to Operator or the individuals assigned by Operator to perform services under this Agreement.

23. Unless it is exempt from doing so, Operator agrees that it shall be deemed the employer of individuals that Operator assigns to perform services under this Agreement for the purposes of the Affordable Care Act and that it will be responsible for offering its employees affordable coverage in accordance with the mandates of the Affordable Care Act. Operator will indemnify, defend and hold the District harmless from any claims, fines, penalties, suits, or damages of any kind arising from Operator's failure to comply with the requirements of the Affordable Care Act.

24. Operator shall not allow any outside vendor or organization onto the Premises without prior written authorization from the respective school's principal. For events scheduled prior to the school year, Operator shall provide District with a list and a description of the events no later than August 1 for events scheduled at the start of each year. For events scheduled thereafter, Operator will submit a written request for principal's approval of the vendor at least sixty (60) days prior to the event. If District authorizes the vendor to come onto the Premises, then Operator shall obtain and provide to District's Business Office a copy of the vendor's certificate of insurance reflecting insurance in the amounts generally required by the District and identifying the District as an additional insured. Operator shall also obtain copies of current required clearances from vendors.

25. District, at its expense, shall provide all utilities required by Operator, including heat, light, electricity and water, but not to include telephone. District will at all times maintain exclusive access to and control over all District-provided utilities. Operator, at its sole cost and expense, shall provide, as it desires, its own outside telephone communication. District shall be responsible for maintaining the heating, air conditioning (if provided at the School), plumbing, electricity and all similar utilities in good working order at all times during the term of this Agreement and any renewal hereof and shall bear the cost and expense of repair and maintenance of same, subject to Operator's obligation to repair or

compensate District for any damage caused by Operator to the District's property. Every effort shall be made by Operator to conserve energy. District shall not liable for any damages directly or indirectly, and Operator shall have no right of set-off or reduction in rent, resulting from the interruption in service of, or failure to provide, such utilities, unless such interruption or failure is caused by the gross negligence or willful misconduct of District. In no event shall District be liable for special, exemplary or consequential damages resulting from an interruption of, or failure to provide utility services.

26. Operator covenants and agrees that it will, without demand: (a) use every reasonable precaution against fire and (b) comply with the requirements of any governmental, or quasi-governmental, agency or authority, statute, ordinance, rule or regulation applicable to Operator and Operator's use of the Premises, and Operator shall indemnify, defend and save District harmless from penalties, fines, costs or damages resulting from any action or failure to act by Operator with respect to the aforesaid requirements arising out of or related to Operator's use of the Premises and (c) comply with such reasonable rules and regulations regarding the use of the District's property or any part thereof as may be promulgated by District from time to time.

27. District shall, on a daily basis, sweep and mop classroom floors, clean and disinfect bathroom toilets, sinks and floors and empty all trash. Operator will cause all trash to be deposited in the trash receptacles at the end of each day and Operator will keep all areas within the buildings of which the Premises are a part in a neat and clean condition at all times subject District approval of cleaning products and other agents.

28. District agrees that Operator shall be permitted free, unencumbered, access to the Premises during regular operating hours of the childcare program. However, notwithstanding the foregoing, District may limit Operator's access to all or a portion of the District's property in accordance with any security procedures that District may see fit to impose from time to time, or as is necessary, in the sole and absolute discretion of District, in order to perform any construction or maintenance deemed necessary by District.

29. Operator agrees to cooperate with District in doing everything possible to keep the Premises and the facilities and equipment located therein as free from damage as possible, normal wear and tear excepted, and shall comply with all state and federal governmental requirements for safety and proper childcare activities. Operator further agrees to assume full responsibility for the proper operation and staffing of each childcare facility to be operated in the Premises and to employ qualified staff members to assist in this operation. Operator further agrees to operate each childcare facility in strict accordance with sound, professional childcare center standards, if any, imposed upon it by the Commonwealth of Pennsylvania and/or appropriate federal or local agencies or

any other regulatory agency having jurisdiction. Operator shall determine all policy matters in childcare center operation in keeping with the aforementioned standards.

30. Operator shall reimburse District for any damage caused by Operator, or Operator's agents, workmen, employees or invitees, to the Premises or any other portion of the District's property. Operator is responsible for repairing or replacing any damaged District furniture or equipment used or otherwise damaged by Operator or its employees, normal wear and tear and damage by the elements, fire or act of God excepted. These items must be replaced or repaired at least one week prior to the end of the Agreement term.

31. Members of Operator's childcare staff shall be entitled to retain and use keys only to the Premises. All keys shall be issued and used in accordance with District's policies and regulations regarding same.

32. Insurance.

A. Operator shall maintain in force during the term of the Agreement commercial general liability insurance, with one or more responsible insurance companies duly authorized to transact business in Pennsylvania, with the following minimum insurance limits:

i. commercial general liability insurance and director's and officer's insurance in the following amounts (with reasonable and customary deductibles) or in such other increased amounts as District may from time to time reasonably require, insuring Operator, District, and their respective directors, officers, employees and agents against all liability for injury to or death of a person or persons (including coverage for abuse and sexual molestation of daycare attendees) arising from Operator's use and occupancy of the Premises:

a. General Aggregate Limit $3,000,000 (per School location)

b. Each Occurrence Limit $1,000,000

c. Legal/Fire Damage Limit $50,000

d. Medical Expense Limit $5,000

e. Umbrella Policy (excess coverage for commercial general liability, employment practices liability/director's and officers and automobile liability) $2,000,000

f. Employment practices liability/directors and officers contractual liability insurance sufficient to cover Operator's indemnity obligations hereunder, $1,000,000

ii. worker's compensation insurance in the amount required by the Pennsylvania's Workers' Compensation Act.

iii. automobile liability insurance in the following amount:

a. Hired and Non-owned $500,000

b. fire and extended coverage insurance on Operator's personal property, including, but not limited to, all furniture and equipment owned by Operator, in an amount equal to the full insurable value thereof.

B. District shall be included as an additional insured under commercial general liability, abuse and sexual molestation, director's and officer's liability and automobile liability coverages and any and all other coverages obtained by Operator in satisfaction of Operator's obligations under this paragraph.

C. Upon the execution of this Agreement, and at least 30 days prior to the expiration of each policy to be provided hereunder and each successor policy, Operator shall furnish to District certificates of such insurance and such other evidence reasonably satisfactory to District of the maintenance of all insurance coverages required hereunder, and Operator shall obtain a written obligation on the part of each insurance company to notify District at least 30 days before cancellation or a material change of any such insurance policies.

D. All insurance policies shall be written with insurance companies licensed to do business in the state of Pennsylvania with a Best key rating guide rating of "A" or higher.

E. Operator's insurance shall provide primary coverage to District's insurance when any policy issued to District provides duplicate or similar coverage, and in such circumstance District's policy will be excess over Operator's policy.

F. If at any time during the term of this Agreement, Operator does not procure and maintain in full force and effect all insurance required to be maintained by the terms of this Agreement, District may notify Operator of such failure, and, in that event, District may, at its option, (i) take out

the necessary insurance to comply with the provisions hereof and pay the premiums specified in such notice, and Operator covenants thereupon on demand to reimburse and pay District any amount so paid or expended in the payment of the insurance premiums required hereby together with interest thereon; or (ii) terminate this Agreement, which termination shall be effective immediately upon the giving of such notice.

33. District and Operator each waives any claim it might have against the other for any injury to or death of any person or persons or damage to or theft, destruction, loss, or loss of use of any property (a "Loss"), to the extent the same is insured against under any insurance policy that covers the Premises, District's or Operator's fixtures, personal property, leasehold improvements, or business, or is required to be insured against under the terms hereof, regardless of whether the negligence of the other party caused such Loss. Each party shall cause its insurance carrier to endorse all applicable policies waiving the carrier's rights of recovery under subrogation or otherwise against the other party.

34. Operator shall not be permitted to install any signs on the Premises identifying its operations, whether on the Premises or anywhere else on or adjacent to District property.

35. District shall be permitted at all reasonable times to visit and inspect the Premises and, at its own cost and expense, to make any alterations or repairs or provide any maintenance which it may deem proper, provided that if, in District's reasonable opinion, such alterations, repairs or maintenance would materially interfere with Operator's use of the Premises during its hours of operation, District may, but shall not be obligated to, relocate all, or a portion, of Operator's operations to another location at the applicable School.

36. It shall be the responsibility of Operator, at its sole cost and expense, to obtain all approvals required by Operator for its operations on the Premises from the appropriate Commonwealth and/or local or federal agencies, including, but not limited to, the Pennsylvania Department of Labor and Industry, and the Pennsylvania Department of Environmental Protection.

37. It is agreed that no furniture or equipment installed or provided by Operator shall become a fixture attached to the Premises. Upon or prior to the expiration or earlier termination of this Agreement provided Operator is not in default of the terms, covenants and conditions of this Agreement, Operator shall have the right to remove and shall remove any and all such furniture and equipment, appliances or other similar items supplied by it. At no time shall any such furniture and equipment become the property of District unless Operator fails to remove such furniture and/or equipment prior to the expiration of the Term, at which time District may, in its sole discretion, retain or dispose of such furniture and/or equipment, without any liability whatsoever to Operator, and Operator shall

reimburse District, immediately upon demand by District, for any costs resulting from Operator's failure to remove such furniture and/or equipment.

38. In the event that any portion of the Premises or any School is totally destroyed or so damaged by fire or other casualty that the same cannot be or are not repaired or restored to substantially their condition prior to such destruction or damage within sixty (60) days from the date of such damage or destruction, this Agreement shall absolutely cease with respect to such portion of the Premises at the option of District or Operator and any rent or other payments required by Operator with respect to such portion of the Premises shall abate for the balance of the Agreement term. If the damage caused shall be only partial and such that such portion of the Premises can be restored substantially to its condition within said sixty (60) day period, or any longer period agreed to in writing by District and Operator, this Agreement and all payments with respect to such portion of the Premises shall be suspended until such time as Operator is, in its reasonable opinion, able to resume its occupancy and use of such portion of the Premises for its intended purposes. Notwithstanding anything to the contrary set forth above, in the event of any such damage or destruction, District may restore, repair or rebuild, or not restore, repair or rebuild, in District's sole and absolute discretion, without regard to this Agreement. District may terminate this Agreement with respect to any portion of the Premises in the event of any casualty that materially affects the School of which the portion of the Premises is a part. Operator may terminate this Agreement if District fails to provide reasonable assurances to Operator that the Premises shall be repaired, restored or rebuilt within sixty (60) days of the date of any damage or destruction; provided, however, that such termination must be exercised in writing by Operator within thirty (30) days after the date of any such damage or destruction.

39. Operator's staff may, during such times as they are working for Operator in the school, park in the faculty parking lots of the respective schools. Operator's visitors may park in designated visitor parking.

40. No waiver by District of any breach by Operator of any of Operator's obligations, agreements or covenants herein shall be a waiver of any subsequent breach or of any obligation, agreement or covenant, nor shall any forbearance by District to seek a remedy for any breach by Operator be a waiver by District of any rights and remedies with respect to such or any subsequent breach.

41. No right or remedy herein conferred upon or reserved to District is intended to be exclusive of any other right or remedy provided herein or by law, but each shall be cumulative and in addition to every other right or remedy given herein, now or hereafter existing at law or in equity or by statute.

42. As used herein, the terms "consent of District" or "District's consent" shall mean consent of the District's Board of Directors evidenced by a resolution adopted at a duly scheduled regular or special public meeting of said Board.

43. This Agreement represents the entire agreement between the parties hereto and there are no collateral or oral agreements or understandings between District and Operator with respect to the Premises. No rights, easements or licenses are acquired in the Premises or any land adjacent to the Premises by Operator by implication or otherwise except as expressly set forth in the provisions of this Agreement. This Agreement shall not be modified in any manner except by an instrument in writing executed by the parties, and in the case of District, approved by Board of School Directors by recorded vote of at least five directors at a public meeting.

44. Time, wherever mentioned herein, shall be of the essence of this Agreement.

45. All notices, demands, requests and consents required or permitted hereunder from either party to the other shall be in writing and sent by United States certified mail, return receipt requested, postage prepaid to the following addresses:

46. Notices to Operator shall be addressed to:

[INSERT CONTACT INFORMATION]

47. Notices to District shall be addressed to:

Anthony R. Testa, Business Manager
50 East Eagle Road
Havertown, PA 19083

With a copy to:
Lawrence D. Dodds, Solicitor
Wisler Pearlstine, LLP
460 Norristown Road, Suite 110
Blue Bell, PA 19422

48. Either party may at any time, in the manner set forth for giving notices to the other, specify a different address to which notices to it shall be sent.

49. Operator shall comply with all District policies applicable to entities using District facilities and such other policies as set forth in this Agreement.

50. During the performance of this Agreement, Operator and its employees and subcontractors will not discriminate against any employee, applicant for employment, childcare applicant, or child because of disability, race, color, familial status, religion, age, sex, gender identity or expression, national origin, handicap, disability or use of guide or support animal. Operator will, in all solicitations or advertisements for employees or childcare attendees placed by or on behalf of Operator, state that all qualified applicants will receive consideration for employment or childcare participation, whichever applicable, without regard to disability, race, color, age, religion, sex, or national origin. This provision shall not be interpreted to inure to the benefit of any applicant for employment with Operator, employee of Operator or other third party.

51. Nothing in this Agreement, expressed or implied, is intended to benefit any person, other than the parties and their successors and permitted assigns.

52. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

53. All of the terms and provisions of this Agreement shall be binding on, inure to the benefit and be enforceable by District and Operator, their successors and assigns.

54. This Agreement constitutes the entire agreement between the parties, and there are no agreements, understandings, warranties or representations between the parties other than those set forth in this Agreement.

55. It is the intention of the parties that the laws of the Commonwealth of Pennsylvania shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties.

SCHOOL DISTRICT OF HAVERFORD TOWNSHIP

Attest: _____ BY: _____

[PROVIDER]

Attest: _____ BY: _____