



I. NOTICE TO QUALIFIED CHILD CARE PROVIDERS

The Delaware County Intermediate Unit (DCIU) is inviting qualified childcare agencies to submit proposals to provide one (1) childcare classroom on-site at the DCIU Aston Campus 100 Crozerville Road, Aston, PA 19014 and one (1) childcare classroom on-site at DCIU St. George Campus 15 Lamont Avenue, Glenolden, PA 19036.

Submission deadline: 4:00 p.m. of the March 13, 2026 Location for submission of proposals:

Dr. Heather Collins, Director for Early Childhood Education
Delaware County Intermediate Unit
200 Yale Ave.
Morton, PA

Request for Proposal (RFP) Instructions and Child Care Program Standards:

Proposal instructions and program standards will be available for pick-up on February 5, 2026, at DCIU offices at 200 Yale Avenue, Morton, PA. Please ask for Ms. Kim Dalo-McBride. These materials are also available on the Delaware County Intermediate Unit website: www.dciu.org and will be advertised in the Delaware County Times.

Project Notice:

NOTICE IS HEREBY GIVEN that the Delaware County Intermediate Unit, acting by and through its Governing Board, will receive up to, but not later than the above-stated time, sealed proposals for the award of a contract for the above referenced project.

The DELAWARE COUNTY INTERMEDIATE UNIT reserves the right to reject any or all proposals or to waive any irregularities or informalities in any proposal.

No proposal may be withdrawn for a period of sixty (60) days after the date set for the opening of proposals.

II. APPLICATION COVER LETTER

A. Introduction and Site Information

The Delaware County Intermediate Unit (DCIU) is inviting qualified childcare agency providers to submit proposals to provide one (1) childcare classroom on-site at the DCIU Aston Campus 100 Crozerville Road, Aston, PA 19014 and one (1) childcare classroom on-site at DCIU St. George Campus 15 Lamont Avenue, Glenolden, PA 19036. The Aston Campus and DCIU St. George Campus are multi-use building housing school age and preschool age programs for the DCIU. DCIU wishes to operate at each location in childcare classrooms to provide care for Head Start students to attend while the children are not attending the head start program. The program must operate full-day and be able to provide before and school-day care.

The childcare provider could consider providing full day childcare services and before and after school care for tuition paying families. The program may operate Monday through Friday from 6:30 a.m. through 6:00 p.m. and must close for all DCIU holidays. It is the intent of the Delaware County Intermediate Unit that the program will begin on August 2026.

A walk-through will be arranged with interested providers for March 6, 2026. Interested Providers will need to notify, in writing, the Director of Early Childhood Education, Dr. Heather Collins, of whom attendees from their agency will be present for the walk through. Providers selected for final evaluation may be requested to schedule a Delaware County Intermediate Unit visit to one of their existing facilities after making an oral presentation of their proposal and programs. Such presentations provide an opportunity for the provider to clarify the proposal to ensure mutual understanding. The issuing office will schedule the time and location for these presentations/ visitations.

The Delaware County Intermediate Unit may want early childcare at additional sites in the future. The Delaware County Intermediate Unit reserves the right to award future contracts to an existing provider or reissue an RFP. The Delaware County Intermediate Unit reserves the right to reject all proposals.

The DCIU will review and evaluate all proposals for completeness and content. A provider must submit an original and five (5) copies of the application. Applications that do not contain the information required herein will not be reviewed. Proposals must be signed by an official authorized to bind the contractor to the provisions of this RFP.

B. Provider Eligibility

The Delaware County Intermediate Unit is seeking a childcare provider with broad experience in the development and delivery of high-quality early childhood care and developmental programming for preschool-aged children.

Service providers are to be licensed by the Department of Public Welfare or have a private license from the Pennsylvania Department of Education. Providers will also need to demonstrate the proper original clearances for all staff who will have contact with children, including Pennsylvania Criminal Background, Child Abuse Clearances, and FBI Clearance through Cogent System. Background checks will need to comply with Delaware County Intermediate Unit Board policy. DCIU Board Policies can be accessed through the DCIU website (www.dciu.org) under Section labeled General Information.

Service provider shall comply with all provisions of ACT 34, ACT 114, and ACT 151 regarding employee background checks and shall supply the Delaware County Intermediate Unit with evidence of their compliance before any employee of the Service Provider shall perform services under this contract. In addition, if the Pennsylvania Department of Education or any other governmental organization passes any future regulations that would increase any requirement on the DCIU when providing programming to children, the provider shall comply with these regulations. Furthermore, the work agreed to above may be canceled if such compliance is not in effect on or before the date that the services are rendered. In addition, pursuant to Act 24, Provider shall inform its employees/contractors of their ongoing obligation to report to Provider within 72 hours any arrest and/or conviction of a section 111(e) offense. In the event Provider receives such information from its employee/contractor, Provider will immediately notify DCIU.

Applicants are required to submit:

- Proof of legal or corporate status
- Proof of nonprofit status if a nonprofit agency
- Certification of the agency's last audit report
- Copy of personnel policies and procedures
- Resumes of key staff in the organization

Additional qualifications of a successful provider will include evidence of financial stability, adequate insurance, and business/program references as stated in the RFP.

Qualified providers may be visited by the Delaware County Intermediate Unit Evaluation Committee.

C. Program Requirements

The major features of the program are as follows:

- Childcare classrooms serviced by a certified teacher and one highly qualified paraprofessional (teacher assistant) as outline by the Department of Human Services for licensure requirements.
- The childcare classrooms will run from 6:30am to 6pm and be able to provide care for 16 or more children.
- A program that offers a safe, well-equipped, and well-supervised environment that is responsive to the needs of the children served.
- A program that provides qualified staff and coordinates appropriately with the Delaware County Intermediate Unit, site administrators and teachers.
- A program that fosters family involvement.
- A program that meets the needs of all children and is inclusive of those with special needs, as appropriate.
- A program that uses positive behavior support.

D. Contract Requirements

The selected provider will enter into an agreement with the Delaware County Intermediate Unit that governs both building use and program requirements. Any resulting contract shall be subject to terms and conditions negotiated by the parties. The Delaware County Intermediate Unit reserves the right to negotiate final contract terms prior to execution. No agreement shall be binding until it is fully negotiated, approved, and executed by both parties. The contract will be for a term of three (3) years

Site Development Responsibilities of the Child Care Provider

- Financing and managing the classroom set-up requirements and office set-up requirements

Operational Responsibilities of the Child Care Provider

- Managing the center autonomously and without DCIU subsidy with the exclusion of basic cleaning service (trash removal from classroom, cleanup of classroom spills, weekly cleaning of classroom) that DCIU will provide. Any additional services will be at the cost of the provider.
- Providing high-quality, ongoing services and meeting agreed upon standards as a condition of contract renewal
- As a priority, serving children who reside in Delaware County
- Participating in school site meetings as agreed upon with school administrators
- Submitting program quality reviews

- A before and or after school hours program, a rental fee will be charged to the provider at one half the normal classroom rental fee rate of \$10,608.00 per classroom or @21,216.00 for full day program.

A fee will be charged for phones and internet accessibility.

E. Instructions for Submission of Applications

Providers will be required to submit applications at the place and time indicated below. Late applications will not be evaluated. Providers may coordinate to submit a joint proposal. Proposals will be subject to program and facility reviews. As part of the application, the provider needs to specify a detailed transportation plan for children attending the program. If applicable, detailed transportation plans will be required. Provider may ask for minor program modifications after the award of the RFP. The process to request minor modification is as follows:

- Provide a written request to modify the original RFP. This document must include what modifications are being requested and how modifications continue to meet the requirements of the RFP.
- This request should be submitted to the DCIU Director of Early Childhood Education, Dr. Heather Collins.
- Within 30 business days of request received, the provider will issue a decision. DCIU reserves the right to request additional information. If additional information is requested, DCIU will issue a decision within 30 business days of additional information being received.

See Section Two for submission requirements.

The original application and five (5) copies must be submitted in a sealed envelope, clearly marked “Child Care Proposal.”

Please submit the completed application by 4:00 p.m. on March 13, 2026 to:

Dr. Heather Collins, Director for Early Childhood Education
 Delaware County Intermediate Unit
 200 Yale Ave.
 Morton, PA

F. Schedule

1. Proposals received by Delaware County Intermediate Unit: March 13, 2026
2. Proposal screenings- March 13, 2026
6. Award announcement: 16, 2026
7. Contract execution: June 2026

III. APPLICATION

Directions for Completion of Application

Please provide applicant information using the standard form provided in IV, Section Two – Details of Provider/Applicant. The only signature required is the signature at the bottom of the form and should be in blue ink. Please note that, should you become the selected program provider, this RFP and the application will become an attachment to the contract you will be required to sign. The DCIU’s expectation is that the overall quality of the program described in this application will be maintained throughout the term of the agreement.

Please respond to the following items in the sequence provided. Beginning with

- A. Management Information**, list each subheading followed by your response. Do not use marketing materials as you respond to questions. Limit your total response to fifteen (15) or less typed, single-spaced pages, excluding attachments.

IV. Section One – DCIU Standards

The Delaware County Intermediate Unit

EARLY CHILD CARE AND EDUCATION PROGRAM STANDARDS

Introduction

School Readiness Programs are expected to have instructional content that prepares children to be successful in the kindergarten content standards. The full curriculum overview, including behavioral objectives for each standard, is available from the Office of Child Development and Early Learning, the Pennsylvania Department of Education, and the Department of Public Welfare. The curriculum selected for use in the reverse mainstreaming classroom will need to be approved by the Director of Early Intervention, Melissa Hance.

Applications of the learning standards for early childhood apply to providers who provide extended day and daycare programs. Programs will meet these standards and provide instructional services whose content prepares children to meet the Pennsylvania Learning Standards for Early Childhood.

Standards:

I. Administration

A. Assurances

1. Providers shall always ensure a safe environment for all students with adequate supervision.
2. Provider(s) shall comply with all applicable state, local and federal laws about the provision and maintenance of a childcare facility.
3. Provider(s) shall maintain the confidentiality of student records as defined in and in accordance with the Family Education Rights and Privacy Act (hereinafter “FERPA”), the regulations promulgated under FERPA, and the regulation of the State Board of Education. Service Provider shall maintain proper policies pertaining to confidentiality of student records and shall supply the Delaware County Intermediate Unit with a copy of said policies within thirty (30) calendar days of the date of an agreement with DCIU. Service Provider shall properly train its employees, contractors and volunteers with respect to the confidentiality requirements and shall ensure that they comply with the said policies. Service Provider shall provide any amendments to said policies promptly upon any such amendments being made by Service Provider.

B. Ratio of Qualified Adults to Children

It is expected that the program has reasonable staff/student ratios set forth in the plan in detail. The ratios must conform to all legal guidelines.

C. Selection Procedures and Terms

The DCIU shall select providers based upon a uniform procedure that includes the following steps:

1. As part of the selection process, the DCIU shall assess the childcare needs of the specific sites, as necessary.
2. A Request for Proposal (RFP) application shall be advertised. This open competitive process will allow a variety of proposals and ensure that a quality program will be offered.
3. Authorized provider(s) shall be approved for three (3) years, after which the provider agreement(s) may be renewed. Nonrenewal may result in a repeat of the RFP process. Failure to have a successful DCIU evaluation will result in a 90-day termination notice.
4. Providers must address all components of the RFP.
5. The provider will clearly state that neither the program's employees nor parents shall look to the DCIU to provide transportation, staffing, telephone message or answering services, or other clerical or direct program support.
6. The program shall be operated solely by the provider as an independent contractor and not as an agent of the DCIU.
7. The provider may not assign or otherwise transfer this agreement to another party, nor permit use of the premises by another party without prior written permission from the DCIU. Any transfer, sublease or permission without the consent of the DCIU shall be void.

D. Hours of Operation

Hours of operation can vary by school schedules and family needs. Basic hours will be from 6:30 a.m. to 6:00 p.m.

E. Facilities

1. All operational costs of the program/space used shall be the responsibility of the provider except for the classroom rental for the one space that will be covered by the DCIU.
2. Providers shall always operate and conduct the Permitted Use in a first-class, professional and businesslike manner consistent with reputable business, health, industry, and safety standards and practices, and provider shall always keep the premises in a neat and orderly manner so as not to adversely affect the ordinary operation of DCIU programs.

F. Insurance

DCIU policy and state law require that all non-DCIU users of DCIU facilities maintain adequate general liability insurance, including bodily injury, in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This coverage must be documented by means of a Certificate of Insurance from the user's liability insurance carrier. The user must arrange for the insurance carrier to designate DCIU on the policy as an "additional named insured" for the purposes of utilizing DCIU property. This is an ongoing requirement. New certificates shall be issued every year when the old insurance policy expires and shall continue to be renewed so long as the outside party continues using DCIU property. The outside party shall also provide ongoing proof that all employees are covered

by workers' compensation insurance. If there is significant property damage caused by fire or other events, DCIU will decide whether to repair it.

G. DCIU Fees

Annual fees shall be charged (fee, charges, reimbursable expenses, etc.) to all nonprofit, for profit, or civic center organizations offering childcare and extended care programs and shall be paid to the DCIU on a quarterly basis.

II. Programs To Be Provided

- Childcare program will operate in compliance with all federal and state special education regulations.
- The physical environment shall be safe and appropriate to the ages of the children and meet applicable licensing standards
- Program activities and services shall be age appropriate and meet the developmental needs of each child, including but not limited to, activities for social, emotional, cognitive, and physical development. Lessons, activities, and services which meet the needs of the diverse population we serve shall be developed and implemented.
- Program activities and services shall meet the cultural, linguistic, and other special needs of the children and families being served
- Family and community involvement activities shall be provided
- Local program administration shall be efficient and effective
- Staff shall possess appropriate and required qualifications, experience and clearances

III. Provider's Personnel Qualifications and Development

A. Provider's Administration

1. Administrators shall be experienced and qualified to manage and operate the Program and evaluate the staff that provide the service.
2. Administrators shall maintain a budget, based on reasonable parent fees, that allocates resources supporting a high-quality program
3. Administrators shall provide academically, developmentally and culturally appropriate children's programs as evidenced by:
 - a. Written program goals and objectives that relate to the vision and philosophy of the DCIU
 - b. A professional development plan
 - c. Adequate referral sources to local health or social services

B. Program Staff

1. Teachers shall meet the requirements for licensure and teaching standards set by OCDEL and DHS.
2. Paraprofessional assigned to the classroom shall meet the PDE highly qualified requirements as outlined in Title 22: Chapter 14.105 for teacher assistants/paraprofessionals.

C. Health and Safety Requirements

1. All personnel shall be given on-the-job training or shall have related experience that provides:
 - a. Knowledge of emergency procedures
 - b. Assistance with prescribed medications which are self- or site-administered
 - c. Knowledge of and skill in the recognition of early signs of illness
 - d. Knowledge of positive behavior supports
2. The provider shall maintain an operable telephone for access by the public during operational hours.
3. All personnel shall have emergency response training.
4. All providers shall maintain the following documentation at each site and provide copies to the DCIU on all persons:
 - a. TB test results
 - b. Health Clearance
 - c. Criminal Clearance
 - d. Child Abuse Index Check
 - e. FBI Fingerprinting through Cogent SystemDocumentation must be following DCIU policy.
5. All providers shall ensure that at least one person on site always has CPR/first aid training.

IV. Policies and Procedures

- All providers shall have policies consistent with the DCIU's policies governing nondiscrimination, sexual harassment, and the care of children, including but not limited to illness in children and staff, and shall inform parents of these policies
- Nutritious snacks or meals, which adhere to State and Federal food service requirements, shall be provided for children who are enrolled in the childcare programs. All food shall be selected, stored, prepared and served in a safe and healthful manner. Students with specific health and/or dietary requirements must be accommodated
- Providers shall have a current Emergency Information Card on file for each child listing two (2) emergency contact names and telephone numbers, any health problems, and directions for care in case of an emergency
- Providers shall have supervision of students from drop-off to pick-up times
- Providers shall establish procedures to ensure that confidentiality procedures are always followed

- Providers shall have sign in/sign out procedures that ensure the safety of all children. These procedures shall be communicated to all parents or guardians and caregivers. Only those persons authorized on the provider’s Emergency Information Card shall be permitted to sign in/sign out children

V. Family Involvement and Communications

The engagement of family members shall be emphasized in childcare programs.

- Providers shall work with parents as partners, serving the best interests of their children
- Providers shall routinely discuss children’s programs, activities and progress with parents, and encourage parents to become involved with their children’s education through reading, homework help and projects
- Providers shall offer parent education opportunities to help parents understand their children’s learning and development
- Providers shall inform parents about their programs through periodic newsletters
- Providers shall be encouraged to offer parents a sliding fee schedule

VI. Evaluation

The DCIU personnel shall conduct annual evaluations and verification management audits of the program. An annually scheduled audit review shall be conducted to verify adherence to the standards as set forth in this document. Providers are expected to participate in monitoring activities outlined by the Bureau of Early Intervention Services. Providers shall make available to the DCIU personnel the documentation needed for the evaluation. As an option, providers may conduct a self-review or other review associated with mutually approved accreditation standards and results of this review shall be subject to the DCIU evaluation. Failure to achieve a stated accreditation goal within the time frame proposed may be cause for contract termination.

V. Section Two – Details of Provider/Applicant

**Delaware County Intermediate Unit
EARLY CHILD CARE AND EDUCATION PROGRAM RFP SUBMISSION REQUIREMENTS**

A. Management Information

Describe your organization. Include your philosophy, eligibility, background, experience, and description of existing school age and preschool services provided, site locations of administrative offices, and individual childcare programs. Describe administrative support available to your childcare programs.

List contracts held with funding agencies, school districts, or other agencies, that relate to this proposed program. If a contract or agreement has been terminated, please explain.

Program Supervision

List the personnel responsible for the management and supervision of this program as well as a statement on *Suitability of Persons in a Facility*. Please include personnel resumes. Briefly describe how organization policies and procedure are developed and approved. Show the relationship of this proposed program to the existing supervisory/management structure in the organization. Describe the center-level staff in terms of numbers and job titles along with a child-staff ratio plan for children's supervision.

Training and Technical Assistance

Describe your continuing education and staff development plan to ensure program quality. Include an individual professional development plan with the minimum number of required training hours.

Safeguards

Describe plans to ensure compliance with safety and hygiene requirements in outdoor play areas, emergency response, toileting/areas, stairs, and fire drills.

Financial Plan and Fiscal Controls

Please provide a proposed budget that includes revenue from all sources, i.e., parent fees, contract revenue, food program revenue, fund-raising and grants. At a minimum, the budget items should include a) revenue, b) staff salaries, c) benefits, d) food, supplies, and equipment, e) rent/other operating expenses. Within each category, provide detail showing appropriate allocation of resources to support high-quality programming.

Describe your accounting system including fiscal controls and audit experience. Please attach a certificate of insurance identifying your liability insurance and workers compensation carrier. The Delaware County Intermediate Unit will be named as "additional named insured." The latest audit of your organization, along with required insurance certificates, should be included as attachments in this proposal.

Parent Fees

For students for whom parents will be charged for this childcare program, provide a description of the application process and agreement along with a proposed fee schedule for the 2026-2027 school year beginning July 1, 2026. Describe revenue sources other than parent fees including plans for submission of proposals for grants and contracts.

If you plan to provide scholarships for children, state the revenue source for such scholarships. Describe your plans for local fund-raising including parent involvement.

B. Program to be Provided

Program Philosophy, Goals and Objectives

Discuss your philosophy of the children's learning process. Describe the goals for the children in your proposed program. State sample objectives you hope to achieve in observable and measurable terms.

Program Components

Describe your plan to enhance, enrich and support the children's total learning experience through the following program components. Include both descriptions of activities and examples of adult/child interaction for each component.

Program Narrative

1. Describe how your program will meet the following developmental needs of children:

Social/Emotional

What are your plans to support the emotional and social needs of the children?
Describe your approach to child guidance.

Cognitive Development

How will your program enhance the cognitive development of the children?

Language Development

How will your program enhance language development? If children speak languages other than English, how will you help develop English language competencies?

Physical Development

What types of activities will be provided to assist the development of both gross and fine motor skills of children?

3. Program Activities

Please explain how children's activities are planned. Give examples of a typical week.

C. Room Environment

Describe the physical organization of the proposed room environment for your program. Include a floor plan showing proposed interest/activity areas and location of furniture and equipment.

D. Nutrition

State which meals you will provide and how you will provide them. What is the nutrition plan for the school readiness program?

E. Schedule

State the days and hours of operation for the 180 days in session. What hours will be set for the childcare program? When the DCIU closes early (e.g., snow days, in-service days), what changes will be made in the childcare program schedule? Provide a program schedule for days when the DCIU is closed or students are not in session. Provide a statement that the provider will abide by

the DCIU holiday schedule and include any other holidays that the childcare program will be closed.

F. Health and Safety

Describe your plans to provide for children's safety including sign-in and sign-out procedures. Address at least the following:

- Telephone services
- Ill children/medication policy
- Emergency procedures
- Confidentiality
- Supervision
- Transportation (drop-off and pick-up)

G. Program Evaluation

Offerors must state a clear objective for achieving and maintaining a recognized early learning quality designation and/or accreditation. At minimum, the program must maintain Pennsylvania Department of Human Services (DHS) Certification (Certificate of Compliance) for the applicable facility type and remain in good standing through required monitoring and inspection.

Offerors must identify the intended quality pathway and target level, such as:

- **Keystone STARS** (OCDEL's quality rating and improvement system), including the current STAR level (if applicable) and the proposed STAR level to be achieved, **or**
- **NAEYC Early Learning Program Accreditation** (or another nationally recognized accreditation aligned to early learning).
- Process for ongoing internal compliance checks aligned to Pennsylvania childcare regulations and OCDEL guidance/announcements (policies, records, required training, health/safety practices, supervision, incident reporting, etc.).
- Plan for responding to DHS inspection findings and implementing corrective actions within required timeframes.

H. Staff Qualifications and Training

State the criteria you will be using for minimum qualifications of staff, e.g., Community Care Licensing standards or Title 5 of the Education Code for Child Care programs. State the ratio of qualified teachers to children and total adult/child ratio for your program. Describe your hiring process. Describe your training program, including training resources utilized, pre-service training plan and in-service training plan.

I. Family and Community Involvement

- Family Involvement

Method and schedule for gathering and using parent/guardian input (e.g., annual family survey + at least one additional feedback loop such as focus groups, conferences, or advisory

input). How results are shared back to families (you said → we did) and used in the CQI plan.

- Community Involvement

Describe your plans for creating community awareness. How will you market the services you provide. State how you will involve the community in your program. Give examples of community agencies to which you may refer families and who may provide resources for your program.

J. Attachments

- Personnel Resumes
- Room Plan
- Projected Budget
- References (Letters/Names, Addresses for Professional/Business References)
- Certificate of Insurance
- Organization Financial Audit
- Operating License
- Stars Designation
- Fee Schedule
- Proof of Legal or Corporate Status
- Proof of Nonprofit Status if a Nonprofit Agency

APPENDIX A

Rental Agreement and Lease for Classroom Space

This rental agreement is made between:

_____ (Landlord) and

_____ (Tenant)

For classrooms at the property on:

_____ (Address)

_____ (City, State and zip code)

Term. The lease is for __ year(s) starting on _____ Date ____.

Rent. The amount of rental for each classroom is _____, payable on a quarterly basis (November 1, February 1, June 1, September 1).

Tenant's Responsibilities.

_____ (Tenant) is responsible for the contents of classroom.

_____ (Tenant) is responsible for internet services and phones. Tenant shall contract with DCIU for the provision of said services.

_____ (Tenant) agrees to use the premises for preschool programming only and not for illegal, immoral or hazardous purposes.

_____ (Tenant) may not have animals.

_____ (Tenant) must comply with all Delaware County Intermediate Unit Policy and Procedures.

Tenant shall carry insurance in an amount sufficient to cover its property located at the property.

Tenant shall keep in good order, condition and repair its classroom space, and shall be responsible for regular cleaning of its classroom space, and removal of trash therefrom to Landlord's dumpsters at the property. Tenant shall notify Landlord of any necessary repairs to the leased premises. Tenant shall not, without Landlord's prior written consent, make any alterations, improvements, additions or utility installations in or about the leased premises.

Tenant shall comply with all applicable federal and state statutes, local ordinances, rules, regulations and orders promulgated pursuant thereto regulating the use of the leased premises, including such use as a child care facility.

On the day of termination hereof, or any sooner termination as provided herein, Tenant shall surrender the leased premises to Landlord in the same condition as when received, broom clean, ordinary wear and tear excepted. Tenant shall repair any damage to the leased premises occasioned by the removal of Tenant's furnishings and equipment.

Landlord Responsibilities.

Snow removal, trash, and lawn care are provided by the Landlord. Except as otherwise provided herein, Landlord shall pay for all water, oil, gas, heat, light, power, and other utilities supplied to the leased premises.

Landlord shall carry fire and property insurance covering loss to the building.

(a) Partial Damage. If the leased premises are damaged by fire or other causes beyond the Tenant's control, Landlord shall determine whether the premises will be repaired. If Landlord elects to repair the property, the damage will be repaired as promptly as possible, and this lease shall continue in

full force and effect with proportionate abatement of rent for any time period Tenant could not occupy the leased premises.

(b) Total Destruction. In the event that the leased premises are totally destroyed or so damaged by fire or other casualty that the same cannot be repaired or restored to its prior condition within a reasonable time, as determined by Landlord, this lease shall absolutely cease, and the rent shall abate for the balance of the term.

(c) Tenant's Remedies. If Landlord shall be obligated to arrange for the repair and restoration of the leased premises under Paragraph 9(a), and shall not commence such arrangements within 90 days after such obligation shall accrues, Tenant may thereupon terminate this lease by giving Landlord written notice of Tenant's election to do so at any time prior to the commencement of any repair or restoration.

Landlord and Landlord's agents, designees or employees shall have the right to enter the leased premises at reasonable times, with reasonable notice, for the purpose of inspecting or repairing same, for compliance with this sublease. Tenant shall provide Landlord with keys for the leased premises. Landlord or its designee may enter premises at any time to address an emergency.

Indemnification. Tenant agrees to defend, indemnify and hold harmless Landlord from any and all claims, suits, liabilities, losses, causes of action, costs, reasonable attorneys fees which may arise due to: (1) injuries to persons (including death) or damage to property in or around the leased premises; (2) violation of any of Tenant's obligations under this lease; or (3) the use, handling, generating, treatment, storage, spillage or disposal by Tenant, its employees, contractors, or visitors, of any trash refuse, debris, pollutants, contaminants or hazardous substances or hazardous waste, including such items as defined and regulated by the local, county, state or federal law. Tenant assumes full responsibility for the non-criminal acts and conduct of all persons admitted to the leased premises, including persons admitted by consent of Tenant, its agent(s), or anyone acting on its behalf. This indemnification shall not apply to a claim or suit arising solely from the negligence of Landlord.

General Provisions.

(a) Severability. If any provision of this lease is determined to be invalid by a court of competent jurisdiction, or by operation of law, it shall in no way affect any other provision hereof.

(b) Captions. Paragraph or subparagraph captions are not a part hereof.

(c) Incorporation of Prior Agreements; Amendments. This lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. It may be modified in writing only, signed by the parties in interest at the time of modification.

(d) Notices. Any notice required or permitted to be given hereunder shall be in writing and may be served personally or by regular mail, addressed to the Landlord and Tenant, respectively as follows:

Delaware County Intermediate Unit
200 Yale Avenue
Morton, PA 19070

With a copy to: Michael V. Puppio, Esquire
Raffaele & Puppio, LLP
19 West Third Street
Media, PA 19063

And to Tenant:

(e) Binding Effect. This lease shall bind the parties, their personal representatives, successors and assigns. It shall be governed by the Laws of the Commonwealth of Pennsylvania.

WHEREFORE, intending to be legally bound, the parties hereto set and affix their signatures this day of _____, 2013.

(Tenant) (Date) (Phone)

DCIU Board President (Date) (Phone)