

LICENSE AGREEMENT
BETWEEN
MONTGOMERY COUNTY, MARYLAND AND MARYLAND CHILD SERVICES, INC.,

DATE: 10/31/05

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LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "License"), made this ____ day of _____, 2005, by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland (the "County") and MARYLAND CHILD CARE SERVICES, INC., a Maryland corporation and a Child Care Provider (the "Licensee" or the "Provider"), (the County and the Licensee or Provider together the "Parties").

BACKGROUND:

1. The County has a leasehold interest for the sole purpose of operating a child care center ("Child Care Center") in the building known as the William Tyler Page Elementary School located at 13400 Tamarack Road, Silver Spring, Maryland, Montgomery County, Maryland;
2. The County solicited requests for proposals from organizations interested in providing child care at the William Tyler Page Elementary School;
3. A Child Care Provider Selection Committee reviewed applications and chose the Licensee to provide a child care program appropriate to the needs of the community;
4. The purpose of the County's Policy on Use of County Buildings for Child Care is:
 - a. To establish consistent and reasonable rental rates for child care in public buildings licensed from the County;
 - b. To establish responsibilities of the County and the Licensee; and
 - c. To establish priority placement for children of County employees; and
5. The Licensee is licensed or certified by the State of Maryland or other bona fide certifying or licensing entity to provide child care services.

1. LICENSED PREMISES: The County does grant the Licensee the privilege, license and right to lease approximately 1689 square feet of which equals approximately 700 licensable square feet of space located in the premises known as the William Tyler Page Elementary School located at 13400 Tamarack Road, Silver Spring, Maryland in Montgomery County, Maryland; (the "Licensed Premises"), as outlined in red on the attached **Exhibit A**, for the exclusive purpose of providing the child care services described in the Provider's Childcare Proposal attached as **Exhibit B** and incorporated as if fully set forth (the "Program").

2. LICENSE TERM: The term of this License is for two (2) years, commencing on August 25, 2003 and expiring on August 24, 2005 (the "License Term"). This License may be terminated at any time during the License Term or any extension of the License Term by the County upon thirty (30) days written notice to the Licensee, unless the Licensee's license or certification to operate a Child Care Center is suspended or revoked by the issuing entity, in which case the County is not required to provide thirty (30) days written notice to the Licensee. The County is under no obligation to provide alternative space for the Licensee and is not responsible for any moving costs or any expenses incurred by the Licensee as a result of the termination or expiration of this License for any reason.

3. RENEWAL OPTION: The Licensee may, at its option, extend the License Term for three (3) additional and consecutive two (2) year terms (the "Renewal Terms"), provided that: (a) the Licensee is not in default of any of the provisions of this License; (b) the License is in full force and effect; (c) the County has not given the Licensee notice of the County's intention to terminate the License; (d) The Licensee's license to operate a Child Care Center has not been revoked or suspended by the issuing entity; and (e) the Licensee provides the County with written notice that the Licensee intends to exercise any of the Licensee's options to extend the License Term, one hundred and twenty (120) days prior to the expiration of the current License Term. **TIME IS OF THE ESSENCE FOR THE LICENSEE'S NOTICE TO THE COUNTY.**

4. LICENSE FEE:

A. License Fee: Beginning with the License commencement date, the Licensee will pay to the County as a License Fee, Nine Dollars (\$9.00) per square foot for an annual rate of Six Thousand Three Hundred Dollars (\$6,300) payable in equal monthly installments of Five Hundred Twenty-Five Dollars and No Cents (\$525.00). All payments are to be made in advance on the first day of each month during each license year, and shall be payable by check to:

Montgomery County, Maryland
Office of Real Estate
P. O. Box 62077
Baltimore, Maryland 21264-2077.

B. License Fee Increase: Commencing with January 1, 2004 and on the 1st of January thereafter during the License Term, and any Renewal Term, the County will establish the License Fee rate to be paid by the Licensee for the next year, by determining the average per square foot operating cost for all childcare facilities operated and maintained by the County. For purposes of this License, operating costs shall include, but not be limited to, the following:

1. Utilities;
2. Janitorial – At the same level provided to other County facilities. The Licensee must perform day to day programmatic clean up (spills, crumbs, sand, food preparation areas, etc.);
3. Maintenance (major and minor);
4. Pest control;
5. Snow removal;
6. Grounds maintenance;
7. Fire Extinguishers;
8. Trash removal, recycling;

9. Renovations as required to meet State licensing regulations; and
10. Security in the form of locking the facility.

C. Additional License Fees: In addition to the License Fee payable under Paragraph 4 (A), the Licensee shall pay to the County a share of the cost of debt service incurred by the County as a result of improvements and renovations to child care facilities operated and maintained by the County as an Additional Licensee Fee (the "Additional License Fee"). The Additional License Fee shall be due and payable in the same manner and on the same day as the License Fee. The cost of debt service shall be determined annually by (1) adding all Capital Improvement Program costs for all County-owned and County-maintained child care facilities; (2) multiplying the total cost by the average effective annual repayment rate for twenty (20) year bonds; and (3) dividing that result by the total square footage allocated to the county maintained child care facilities.

D. Waiver of Additional License Fees: Pursuant to the Policy on Use of County Buildings for Child Care, attached hereto and made a part hereof, as **Exhibit C**, a waiver on the repayment of debt service and the Additional License Fee, as stated above in Paragraph 4(C) shall be granted by the County to the Licensee provided that Fifty-one percent (51%) or more of families served by the Licensee are eligible for or enrolled in the Department of Social Services or Department of Family Resources subsidy programs.

E. Failure to Pay License Fees: If the Licensee fails to submit the monthly License Fee or Additional License Fee payments in the manner as provided for above (collectively the "License Fee Payment"), and if the failure continues for more than ten (10) calendar days after the first day of the month for which the License Fee Payment is due and payable, the Licensee will pay to the County, in addition to and as a part of the License Fee Payment in question, a late penalty of five percent (5%) of the monthly Licensee Fee Payment. If the Licensee's failure to pay continues

for more than twenty (20) calendar days after a monthly payment becomes due and payable the Licensee will pay to the County, in addition to and as a part of the License Fee Payment in question, a late penalty of fifteen percent (15%) of the monthly License Fee Payment. If the Licensee's failure to pay continues for more than thirty (30) calendar days after a monthly License Fee Payment becomes due and payable, the County will have the right to terminate this License Agreement, recover possession of the Licensed Premises and pursue any other legal remedies available to the County under all applicable federal, state and local laws.

5. USE OF THE LICENSED PREMISES:

A. The Licensee must use the Licensed Premises only for the provision of infant and child care services and those activities related to such services.

B. The Licensee must abide by any and all rules and regulations concerning the operation of its Program, which may, from time to time, be issued by the County. The Licensee must also abide by any and all rules and regulations concerning the operation of the building of which the Licensed Premises are a part, which may from time to time, be issued by the County.

C. The Licensee must implement its Program in the manner set forth in the Providers Child Care Proposal and in its presentation to the Child Care Selection Committee.

D. The Licensee must implement its Program in accordance with any and all applicable state, local and federal laws pertaining to the operation of Child Care Centers and must maintain its license or certification to provide such services in accordance with the requirements of the entity issuing such license or certification.

6. ASSIGNMENT: The Licensee must not assign, transfer, mortgage or otherwise encumber this License or rent (or permit a third party to occupy or use) the Licensed Premises or any part of the Licensed Premises.

7. USE OF OUTDOOR PLAYGROUND AREAS: The Licensee shall have access to and the right to use the outdoor playground areas (if any) adjacent to the Licensed Premises when used by the Licensee in connection with its Program and during its normal hours of operation. Repair, maintenance and replacement of playground equipment will be the responsibility of the party that provided such playground equipment as described on the Licensed Premises Equipment Inventory attached as **Exhibit D**.

8. ENROLLMENT: The Licensee acknowledges and agrees that the Licensed Premises will be licensed for a maximum twenty (20) infants and children. The Licensee must inform the County whenever the maximum licensed capacity increases beyond twenty (20) infants and children.

9. PRIORITY PLACEMENT: The Licensee must provide children of County employees with priority placement in the Licensee's Program.

10. SPECIAL CONDITIONS: In addition to establishing priority placement for children of County employees, the Licensee must:

A. Comply with the Americans with Disabilities Act and all federal, state and local laws regarding providing access and services to disabled persons;

B. Share its Program enrollment data with the County;

C. Accept children whose parents participate in state or local subsidy programs;

D. Maintain reports relating to the Licensee's license(s) or certification(s) as a child care provider for inspection and evaluation for County and parental review;

E. Maintain compliance with all licensing requirements of its Program, whether state, local or federal; and

F. Obtain and maintain accreditation of its Program by the National Association for the Education of Young Children ("NAEYC") or by another nationally recognized accreditation system.

11. IMPROVEMENTS AND ALTERATIONS: The Licensee must not permit or undertake any alterations, changes, improvements, or additions to the Licensed Premises without the prior written consent of the County ("Licensee's Work"). In order to secure the County's approval of any Licensee's Work, the Licensee must submit to the County written plans and specifications clearly setting forth Licensee's Work to be performed. The plans and specifications for Licensee's Work submitted by the Licensee to the County must demonstrate compliance with all applicable codes and regulations. The County will respond in writing to the Licensee within forty-five (45) days from receipt of said plans and specifications for Licensee's Work. The County may impose any reasonable conditions to its consent, including, but not limited to (1) delivery to the County by the Licensee of written or unconditional waivers of mechanic's and materialman's liens as to the Licensed Premises or the premises of which the Licensed Premises are a part, for all work, labor and services to be performed and materials to be furnished, signed by all contractors, subcontractors, materialmen and laborers participating in the alterations; (2) prior approval of the plans and specifications and the Licensee's contractors with respect to any Licensee's Work; and (3) the right of the County's representatives to inspect any Licensee's Work during the course of any Licensee's Work to be performed to the Licensed Premises or the premises of which the Licensed Premises are a part. Licensee's Work must conform to the requirements of the County's insurer and of the federal, state and local governments having jurisdiction over the premises of which the Licensed Premises are a part, and must be performed in accordance with the terms and conditions of this License in a good and workmanlike manner and shall not adversely affect the value, utility, or character of the Licensed

Premises or the premises of which the Licensed Premises are a part. Notwithstanding the foregoing, if any mechanic's or materialmen's lien is filed against the Licensed Premises or the premises of which the Licensed Premises are a part, for work claimed to have been done for, or materials claimed to have been furnished to or for the benefit of the Licensee, such lien must be discharged of record by the Licensee within sixty (60) days of payment or the filing of any bond required by law. If the Licensee fails to discharge any such lien, the County may (but is not obligated to) discharge the same, the cost of which must be paid by the Licensee upon demand by the County.

The County reserves the right to reject, in its sole discretion, any Licensee's Work proposed by the Licensee. The County will inspect the Licensed Premises upon completion of Licensee's Work to determine adherence to submitted plans and specifications. In the event that Licensee's Work is not reasonably satisfactory to the County, the Licensee must undertake any necessary corrections, at the Licensee's sole risk and expense. Once the consent of the County has been obtained to perform Licensee's Work, the Licensee will be responsible for the acquisition of any and all necessary permits and for the observation of all building and zoning ordinances and regulations then in effect. The Licensee's failure to adhere to any such applicable ordinances or regulations shall be deemed to be a violation of this License Agreement. The cost of any Licensee's Work shall be borne solely by the Licensee.

12. SERVICES:

A. The Licensee, at its risk and expense, will be responsible for the provision of telephone services to the Licensed Premises, as deemed necessary by the Licensee.

B. The County will be responsible, through the Montgomery County Board of Education, for providing to the Licensed Premises regular janitorial services on County workdays as specified in Article 4, Paragraph (B), including refuse removal, recycling, and pest control. Any janitorial services beyond regular County services will be the responsibility of the Licensee. If pest control is required after normal working hours, the

Licensee or the Licensee's representative must be available if requested by the County.

- C. The County will provide fire extinguishers where needed.
- D. The County will be responsible for the payment of utilities necessary for the operation of the building of which the Licensed Premises are a part.
- E. The County will be responsible for maintenance of the grounds immediately adjacent to the building of which the Licensed Premises are a part.
- F. The County will be responsible for snow and ice removal or treatment of walkways and the parking areas, as it becomes necessary.
- G. The County will be responsible for all renovations required to meet state licensing regulations.
- H. The County will be responsible for major structural repairs, and maintenance and repair of the building's mechanical systems.
- I. The County and the Licensee agree that the County's maintenance responsibilities, as set forth in items (B), (C), (D), (E), (F), (G) and (H) of this Section will be performed by the County, at the County's expense.

13. FIXTURES AND EQUIPMENT: All items which are attached to the building, or are a part of the building's systems at the time the Licensed Premises are delivered to the Licensee, must remain with the building and shall be delivered to the Licensee along with the Licensed Premises. Plumbing, electrical and heating fixtures and all other fixtures, except trade fixtures, installed by the Licensee shall remain in the Licensed Premises at end of term. All other items installed within the Licensed Premises at the Licensee's expense shall remain the property of the Licensee and shall be removed by the Licensee at the expiration or other termination of this License. The Licensee must

repair any damage caused by reason of the removal of the Licensee's property. Any personal property remaining within the Licensed Premises after termination of the License will become property of the County. The County will dispose of any such property in the manner it deems appropriate.

14. LIABILITY, PROPERTY DAMAGE AND FIRE INSURANCE:

A. Insurance: The Licensee agrees to obtain and maintain, during the full term of this License, any Renewal Terms, and until all of the Licensee's obligations which survive termination of this License have been completed, a policy or policies of insurance issued by an insurance company or companies licensed in the State of Maryland and acceptable to the County containing the types of insurance coverages and limitations set forth in the Insurance Requirements, attached hereto as **Exhibit E**, which is incorporated by reference and made a part of this License Agreement.

B. Licensee's Owned Contents: The Licensee must provide evidence of property coverage for their owned contents and any improvements to the Licensed Premises. Coverage shall be on a replacement cost basis for "all risks of direct physical loss or damage except as specifically excluded." The County does not provide any coverage for Licensee's owned contents and improvements to the Licensed Premises.

C. County's Insurance: The County will maintain its normal fire and liability insurance on the Licensed Premises. The County reserves the right to self-insure.

D. Certificate of Insurance: The Licensee must, within thirty (30) days from execution of this License Agreement, deliver to the County a certificate(s) of insurance evidencing the coverages required under this License Agreement. The certificates must be issued to: Montgomery County, Maryland, Department of Public Works and Transportation, Office of Real Estate, 101 Monroe Street, 10th Floor, Rockville, Maryland 20850.

E. Additional Insured: The Licensee's General Liability Policy must list Montgomery County, Maryland as an additional insured and all insurance policies obtained by the Licensee as required by this License Agreement must provide that the Licensee will give the County written notice of amendment, cancellation, termination or non-renewal, no later than forty-five (45) days prior to amendment, cancellation, termination or non-renewal. The Licensee must provide on an annual basis evidence that is satisfactory to the County of the insurance coverages required under this License Agreement.

F. Subrogation: If a casualty or other occurrence which should be covered by the insurance required by this License Agreement occurs, the Licensee must look solely to its insurer for reimbursement and the Licensee must ensure that such insurance is so written that the Licensee's insurer waives all rights of subrogation and shall have no cause of action against the County, its agents, or employees as a result of such casualty or occurrence. The Licensee waives and releases all right of recovery which it might otherwise have against the County or its agents or employees by reason of any loss or damage resulting from such casualty or other occurrence, to the extent that the Licensee would be covered by insurance if the Licensee complied with the requirements of this License Agreement pertaining to insurance.

G. Security System: In the event the County engages the services of a professional security system for the Licensed Premises or the premises of which the Licensed Premises are a part, it is understood that such engagement in no way increases the County's liability for occurrences and/or consequences which such a system is designed to detect or avert and that the Licensee must look solely to its insurer as set forth above for claims for damages or injury to any person or property.

15. HOLD HARMLESS: The Licensee agrees to hold harmless and defend the County from and against any and all claims of liability, actions, damages and

expenses arising out of or related to the Licensee's breach of this License Agreement or use or possession of the Licensed Premises occasioned wholly or in part by any act or omission of the Licensee, its agents, contractors, guests or employees, except such claims arising solely from the negligent acts or omissions of the County, the County's employees, agents and contractors. The Licensee further specifically agrees to hold the County harmless and defend the County from and against any claim of public liability made in connection with any construction or installation of equipment performed by the Licensee, its agents, employees or contractors, within the Licensed Premises, notwithstanding that any such construction or equipment may or may not be deemed to be a part of the Licensed Premises, or such construction or installation of equipment shall have been approved by the County.

16. RESPONSIBILITIES OF LICENSEE: The Licensee covenants and agrees as follows:

A. The Licensee must not keep gasoline or other flammable material or any explosive within the Licensed Premises which will increase the rate of fire insurance on the Licensed Premises beyond the ordinary risk established for the type of operations described in Article 5. Any such increase in the insurance rate due to the presence of gasoline, other flammable material or explosives, or due to the Licensee's operations within the Licensed Premises, must be borne solely by the Licensee. The Licensee must not willfully do any act or thing in or about the Licensed Premises which may make void or voidable any insurance on the Licensed Premises or the premises of which the Licensed Premises are a part, and the Licensee must conform to all rules and regulations established from time to time by the County, the Maryland Insurance Rating Bureau, or any other authority having jurisdiction over such matters.

B. The Licensee must not use or allow the Licensed Premises or any part of the Licensed Premises to be used for any illegal, unlawful or improper purpose or for any act or thing that may be a nuisance, annoyance, inconvenience, or cause damage to the Licensed Premises, the premises of which the Licensed Premises are a part, adjacent properties or the adjacent neighborhood.

C. The Licensee must not place upon the Licensed Premises any placard, sign, lettering or awning except such, and in such place and manner as shall have been first approved in writing by the County.

D. The Licensee acknowledges that all responsibilities of the Licensee relating to the use or misuse of the Licensed Premises shall be construed to include use or misuse of the Licensed Premises by the Licensee's agents, employees, patrons and residents.

E. The Licensee must not have pets in or about the Licensed Premises. This provision does not limit the Licensee or the Licensee's clients, employee's or guest's right to have bona fide service animals on the Licensed Premises. The Licensee is solely responsible for the proper care of service animals in the Licensed Premises and in keeping the Licensed Premises clean and free of debris and waste associated with the care and feeding of service animals.

F. The Licensee must comply with all rules and regulations with regard to the use of the Licensed Premises that may be from time to time promulgated by the County. Any violation of said rules and regulations will be deemed to constitute a violation of this License. It is understood that such rules and regulations will not unreasonably interfere with or prevent the intended uses of the Licensed Premises as set forth in this License.

G. The Licensee must maintain in good condition, and promptly and diligently repair any damage to (or replace if reasonably necessary in the circumstances), any trade fixtures, except as provided for in Article 12.

H. The Licensee must close and lock all entrance doors and windows in the Licensed Premises when the Licensed Premises are not in use. Further, before closing and leaving the Licensed Premises at any time, the Licensee must close all windows and doors and secure the Licensed

Premises. The Licensee must not place any additional locks or bolts of any kind upon any of the entrance or interior doors or windows. The Licensee must not change any existing locks without prior written approval of the County. In the event an approved change is made to the existing locks, the Licensee must provide the County with keys to the new locks. Upon the termination of this License Agreement, the Licensee must return all keys of the building, offices, and bathrooms, either furnished to, or otherwise procured by, the Licensee to the County. In the event of the loss of any keys provided to the Licensee, the Licensee must pay the County the cost such keys and/or locks.

I. The Licensee must establish and post in the Licensed Premises an appropriate fire evacuation plan and hold fire drills as required. All occupants of the Licensed Premises must be trained regarding the safe and proper operation of all appliances and equipment in the Licensed Premises.

J. The Licensee is responsible for on site management of the Licensed Premises and must keep posted, in a conspicuous place within the Licensed Premises, the Licensee's responsibilities and obligations as specified in Articles 12 and 16 of this License. The Licensee must keep a copy of this License at the Licensed Premises and ensure the Licensee's on site representative is adhering to the terms and conditions of this License.

K. The Licensee must indemnify, defend and hold the County and the County's other tenants, licensees, agents and employees (together the "Indemnities") harmless from and against all liabilities, obligations, damages, judgments, penalties, claims, costs, charges and expenses, including, without limitation, reasonable architects' and attorney's fees, which may be imposed upon, incurred by, or asserted against any of the Indemnities and arising, directly or indirectly, out of or in connection with (i) The Licensee's breach of its obligations under this License; (ii) the acts or negligence of the Licensee, its agents, contractors, and employees in the premises or on the Licensed Premises; and (iii) the use or occupancy of the

Licensed Premises, and by the Licensee, its agents, servants, employees and contractors. In case any action or proceeding is brought against any of the Indemnities by reason of any of the foregoing, the Licensee must reimburse the County the cost of defending such action or proceeding, or upon the County's written demand and at the Licensee's sole cost and expense, the Licensee must defend such action and proceeding by counsel approved by the County.

L. The Licensee must not strip, overload, damage, or deface the Licensed Premises or any part of the premises of which the Licensed Premises are a part, including, but not limited to, hallways, stairways, or elevators.

M. The Licensee must not permit any trade or occupation to be carried on or use made of the Licensed Premises outside the scope of this License and as set forth in Article 5. Further the Licensee agrees to and must obey any and all federal, state, county and local laws and regulations relating to their operation of business on and in the Licensed Premises and premises of which the Licensed Premises are a part.

N. The Licensee must not move any furniture or equipment which is the property of the County into or out of the Licensed Premises without the County's prior written consent.

O. The Licensee must not interfere with the County's use or other tenant's or the Licensee's use of the Licensed Premises and the premises of which the Licensed Premises are a part.

P. The Licensee must pay all of its bills and expenses relating to its use of the Licensed Premises on time and must not permit any disruption in any service, including but not limited to, utilities, to any portion of the Licensed Premises.

Q. The Licensee verifies and acknowledges that the person executing this License on behalf of the Licensee has the legal authority to bind the Licensee to the duties and obligations set forth in this License. The Licensee further verifies and acknowledges that such person's signature creates a binding obligation on the part of the Licensee for the term of this License.

R. The Licensee verifies and acknowledges that it is in good standing and/or qualified to do business in the State of Maryland.

S. The Licensee agrees to and must perform any and all obligations under this License in a timely manner.

T. Upon removal of the Licensee's property from the Licensed Premises, the Licensee at its sole expense must repair any damage to the Licensed Premises caused by such removal so that the Licensed Premises are in substantially the same condition as at the commencement of the License Term, reasonable wear and tear excepted.

17. DESTRUCTION OF LICENSED PREMISES:

A. In the event of damage to or destruction of the Licensed Premises or any part of the Licensed Premises by fire, storm, flood or other casualty which does not require the Licensee to suspend entirely its business, the County shall, as soon as practicable after said damage or destruction, repair and restore the Licensed Premises to the condition they were in immediately prior to said damage or destruction. Should such damage or destruction of said premises or any substantial part of the Licensed Premises render the Licensed Premises wholly unavailable for use by the Licensee for use as a Child Care Center, the County shall promptly begin and diligently pursue the repairing, restoration and rebuilding of the Licensed Premises as nearly as possible to the condition they were in immediately prior to such damage or destruction or with such changes or alterations as the County may determine appropriate. In the alternative,

the County may terminate this License within thirty (30) days following the date of the destruction of the Licensed Premises as described above by sending a termination notice to the Licensee.

B. In the event of damage to or destruction of fifty percent (50%) or more of the building of which the Licensed Premises are a part, the County may elect not to restore the said building and this License shall automatically terminate and the Parties shall be discharged from all responsibilities arising under this License.

18. DEFAULT: The Licensee shall be considered in default of this License Agreement and the County may terminate this License Agreement upon the occurrence of any of the following:

- i. Failure to perform under any term, covenant or condition of this License;
- ii. The commencement of any action or proceeding for the dissolution or liquidation of the Licensee, or for the appointment of a receiver or trustee of the Licensee's property;
- iii. The making of any assignment for the benefit of the Licensee's creditors;
- iv. The abandonment of the Licensed Premises by the Licensee;
- v. The revocation or suspension of the Licensee's license or certification as a child care provider by the issuing entity; and
- vi. Any other default or breach of the terms and conditions this License.

19. EMINENT DOMAIN: The Licensee is not entitled to any condemnation award granted to the County as owner of the Licensed Premises. In the event that the

Licensed Premises shall be taken by any governmental or quasi-governmental authority pursuant to its power of eminent domain or sold under threat of such taking, the Licensee will not be entitled to recover from the County any capital expenditures for improvements and betterments made by the Licensee to the Licensed Premises at the Licensee's expense.

20. RIGHT OF ENTRY:

A. Routine Repairs and Inspection: The Licensee must permit the County, its agents or employees, at reasonable times and upon reasonable prior notice (not less than 1 day/24hours prior notice) to enter the Licensed Premises without charge and without diminution of License Fee payments to: (1) examine, inspect and protect the Licensed Premises; (2) to perform maintenance and repairs the County may in its sole discretion consider necessary or desirable; and (3) to exhibit the Licensed Premises to prospective purchasers, tenants, licensees or to present or future mortgagors.

B. Emergency Access: In cases of emergency involving imminent risk of injury or death to persons or damage to property, the County, its agents or employees without prior notice to the Licensee, may enter the Licensed Premises, however the County will attempt, but is not required to notify the Licensee of any such entry under this section as soon as is practicable under the circumstances.

21. RETURN OF LICENSED PREMISES:

A. At the conclusion of the License Term as set forth in Article 2, or following the termination of this License for any other cause, the Licensee must remove all of the Licensee's goods and effects from the Licensed Premises and return to the County all keys, locks, and other fixtures belonging to the County, in good repair, reasonable wear and tear excepted.

B. The Licensee must return the Licensed Premises to the County in the same condition as received at the beginning of the License Term, in "broom clean" condition, reasonable wear and tear excepted.

C. In the event that Licensee's property is not removed from the Licensed Premises within seventy-two (72) hours after the termination of this License, the property remaining will become the property of the County.

D. Following termination of this License, the Licensee must remove any and all signs erected by or on behalf of the Licensee and must pay for or repair any damage caused by the installation or removal of such signage.

E. At the time of termination of this License and at the County's option, the Licensee must participate in a walk-through with the County's agent or employee to inspect the Licensed Premises.

22. NOTICE OF ACCIDENTS, DEFECTS OR DAMAGES: The Licensee must give the County prompt verbal notice of accidents in or damages to the Licensed Premises, and, within twenty-four (24) hours following the occurrence of such accident or damage, the Licensee must follow-up with a detailed written report to the County of such accidents or damages.

23. COMPLIANCE WITH LAWS: It is understood, agreed and covenanted by and between the Parties that the Licensee, at the Licensee's expense, will promptly comply with, observe and perform all of the requirements of all of the codes, statutes, ordinances, rules, orders and regulations now in effect or later promulgated whether required by the Federal Government, State of Maryland, Montgomery County Government and the municipality in which Licensed Premises are located, Montgomery County Department of Environmental Protection or Montgomery County Fire Marshal's Office.

24. WAIVER: The waiver of at any time by either of the Parties of any particular covenant, condition, obligation, or duty under this License shall extend to the particular case only, and for the particular time and in the particular manner specified, and such waiver must not be construed or understood as waiving any further or other rights of either Party.

25. NON-DISCRIMINATION: The Licensee agrees to comply with the non-discrimination in policies in County contracts as required by Section 11B-33 and Chapter 27 of the Montgomery County Code (2004), as amended, as well as all other federal, state and local laws and regulations regarding discrimination. By signing this License Agreement, the Licensee assures the County that in accordance with applicable law, it does not, and agrees that it will not engage in any discrimination in violation of the above sections of the Montgomery County Code as well as any other federal, state or local laws, rules and regulations.

26. PUBLIC EMPLOYMENT: The Licensee understands and agrees that unless authorized under Sections 11B-52 and Chapter 19A of the Montgomery County Code 2004, as amended, that it is unlawful for any person or entity transacting business with Montgomery County, Maryland, to employ a public employee for employment contemporaneous with his or her public employment.

27. MAILING NOTICES: All notices required or desired to be given in accordance with this License by either party must be given by first class mail with a nationally recognized receipted delivery service, postage prepaid, addressed to the County or the Licensee, respectively. Notices to the Parties must be addressed as follows:

Licensee:

Maryland Child Care Services, Inc.
P.O. Box 279
Lisbon, Maryland 21765

County:

Montgomery County, Maryland
Department of Public Works
Transportation
Office of Real Estate
101 Monroe Street, 10th Floor
Rockville, Maryland 20850

With a copy, that does not constitute Notice to:

Montgomery County, Maryland

Office of the County Attorney
101 Monroe Street, 3rd Floor
Rockville, Maryland 20850

28. RESIDENT AGENT: The Resident Agent for the Licensee is Dr. Joy Bloom and its address for receipt of notices and service of process is 14105 New Hampshire Avenue, Silver Spring, Maryland 20904. The Licensee must immediately notify the County of any change in resident agent or resident agent's address.

29. PROHIBITION OF HAZARDOUS SUBSTANCES: The Licensee agrees not to store or bring hazardous substances onto the Licensed Premises. The Licensee indemnifies the County against any and all claims of any personal injuries or personal and real property damage as a result of any hazardous substance being brought on the premises by the Licensee, its agents, contractors, employees or guests.

30. NON-APPROPRIATION: This License shall terminate automatically on July 1 of any year for which the County, for whatever reason does not appropriate funds to pay the County's obligations provided in this License. The Licensee shall not make or be entitled to any claim for reimbursement of any kind, whether for improvements or prepaid items.

31. AMERICAN DISABILITIES ACT REQUIREMENTS: The County and the Licensee agree that any future modifications made to the Licensed Premises will be made in conformance with the requirements of the Americans with Disabilities Act, the Federal Fair Housing Act, and all safety and accessibility requested in Federal, State and County Laws and regulations. The Licensee must obtain all required permits to make any modifications to the Licensed Premises and must comply with all applicable building and safety codes.

32. CONTRACT SOLICITATION/BROKER'S FEES OR COMMISSIONS:
The Licensee represents that it has not retained anyone to solicit or secure this License from the County upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established, licensed, commercial selling or leasing agencies maintained by the Licensee

for the purpose of securing business or an attorney rendering professional legal services consistent with the applicable canons of ethics of the profession.

33. FORCE MAJEURE: Neither Party will be deemed in default with respect to the performance of any terms, covenants, and conditions of this License if same shall be due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or upsurged power, sabotage, inability to obtain any material or service, through natural or other cause beyond the control of either party; provided, however, that this provision shall not excuse any non-payment of License Fees. For purposes of this provision, lack of funds shall not be considered a cause beyond the control of a Party.

34. ENTIRE AGREEMENT: This License (which contains and includes the Exhibits) is the entire agreement between the Parties, and no representations, inducements, or agreement, oral or otherwise, between the Parties not contained in this License shall be of any force or effect.

35. MODIFICATION: This License (other than the Rules and Regulations, which may be changed from time to time) must not be modified in any manner except by an instrument in writing executed by both Parties with the same formality as this License.

36. GOVERNING LAW: This License and its performance is to be governed, interpreted, construed and regulated by the laws of Montgomery County and the State of Maryland.

37. CLAIMS: Any action brought by or on behalf of either Party in connection with the performance of this License must be filed and maintained in a court of competent jurisdiction in Montgomery County, Maryland.

38. INDEMNITY BOND: Upon the request of the County, concurrent with the effective date of this License or at any time during the term of this License, the Licensee must obtain and maintain an executed miscellaneous indemnity bond in the amount of the annual rent for the current License Term to remain in full force and effect throughout the remainder of the License Term as security for the Licensee's faithful

performance of all terms and conditions of this License. The County shall have the right, but not the obligation, to request such a bond from the Licensee. The County, in its sole discretion, may accept an appropriate substitute surety. The Licensee must, within fifteen (15) days from the date of the request by the County, deliver to the County, the said surety, evidencing the coverage stated in this Paragraph. Failure to deliver the bond or surety as required is considered by the County to be a default under this License.

39. PARKING: The Licensee is entitled to full use of the parking facilities which are a part of the Licensed Premises as of the date of execution of this License. Parking for the Licensee and any other occupants of the building, their staff, clients and guests will be confined to the surfaced parking areas in existence as of the date of execution of this License.

40. INDEMNIFICATION. Any indemnification given in this License by the County is subject to the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. §§ 5-301, et seq. (2002 Repl. Vol.) (the "LGTCA"); Md. Code Ann. Art. 25A, § 1A (2003 Repl. Vol.); and Md. Code Ann., Cts. & Jud. Proc. § 5-509 (2002 Repl. Vol.), (together the "County Indemnification Statutes"), all as amended from time to time, and that any indemnification given by the County in this License is not intended to create any rights or causes of action in any third parties or to increase the County's liability above the caps provided in the County Indemnification Statutes, as applicable.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties have caused this agreement to be properly executed.

WITNESS:

COUNTY:
MONTGOMERY COUNTY,
MARYLAND

By: Rebecca S Demaruk

By: Joseph F. Beach
Joseph F. Beach, Assistant
Chief Administrative Officer

Date: 10/31/05

WITNESS:

LICENSEE:
MARYLAND CHILD SERVICES,
INC.

By: Valery Wiles

By: M. J. Jansen

Its: _____

Date: 10/26/05

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED

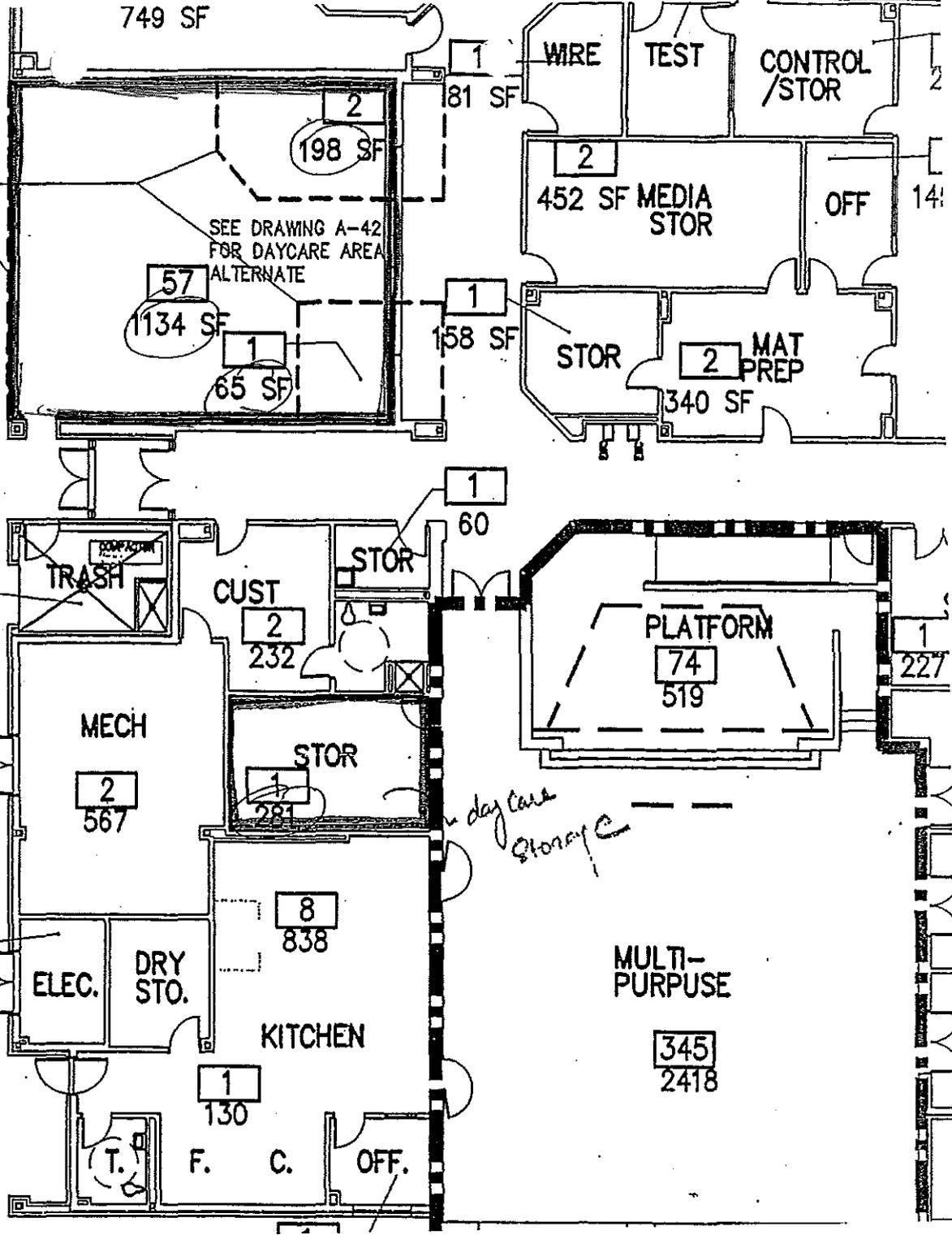
By: Sileen P. Brennan

By: Cynthia L. Brennan
Cynthia L. Brennan, Director
Office of Real Estate

Date: 8/16/2005

Date: 8/9/05

DAYCARE ADD
ALTERNATE



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+1

EXHIBIT A

APPLICATION FOR PAGE SITE

BY MARYLAND CHILD SERVICES, INC.

**APPLICATION FOR CHILD CARE SPACE
OUTLINE**

		Page
Part A:	QUALIFICATIONS (15 POINTS)	
	1. Name, address, phone number, etc.	1
	2. Other programs	2
	3. References	3-5
Part B:	SCOPE (20 POINTS)	
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	2. Ages and numbers of children	7
	3. Program operation	7
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Part C:	BUDGET (15 POINTS)	
	1. Fee schedule	11
	2. Start-up budget and operating budget	<i>(Attachment A)</i>
Part D:	PERSONNEL (15 POINTS)	
	1. Personnel	12
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	3. Staff training	14
	4. Personnel policies	<i>(Attachment B)</i>
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	1. Daily schedule	18 and 19
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	Tax status (NOT SCORED)	<i>(Attachment F)</i>
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	Financial responsibility (enclosed)	26 and 27
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ATTACHMENTS

A-E

Note: Attachments A, B, C, D, E, and F are to be prepared by the applicant -- no form is provided.

PART A: QUALIFICATIONS OF APPLICANT

- 1. Maryland Child Services, Inc. is the applicant for the space at the Page Elementary School site. The mailing address is Post Office 279, Lisbon, Maryland 21765. The telephone number is 301-384-0575 and the fax number is 301-384-9637. The fax machine is on all the time. The contact persons are Dr. Joy Bloom or Mrs. Venita Jackson who can be reached at 301-384-0664.**

Mrs. Jackson is the Director of the current Page Child Center a position she has held for over ten years. She is also a teaching assistant at the Pinecrest Elementary School. She has worked with a wide range of children with many differing special needs. Her qualifications of education and experience are excellent.

Maryland Child Services, Inc. was incorporated in Maryland in 1972 and has been serving Montgomery County families since that time. The organization has been housed in school and County buildings serving the diverse needs of the populations of each area. Programs have served both the University of Maryland and Community Colleges, as places for students to observe and perform required practicums. Members of our organization serve on Montgomery County boards concerned with changes in regulations and assistance that affect children, and staff provides workshops for other organizations.

2. Maryland Child Services Inc. currently operates four programs in Montgomery County.

- a) **The Colesville Center is located at 14015 New Hampshire Avenue, Silver Spring, Maryland 20904. This Center serves children ages two through twelve and is licensed for sixty-nine children during the school year with an additional thirty in the summer using a recreational center on the property. The Colesville Center operates all twelve months and is open Monday through Friday from 7:00 A.M. until 6:30 P.M. The Director is Dr. Joy Bloom.**

- b) **The Kemp Mill Center is located in the Kemp Mill Elementary School at 411 Sisson Street, Silver Spring, Maryland 20902. This Center serves the children attending the Kemp Mill School, ages five through eleven. The Center operates during the school year and is licensed for thirty children. The Center operates during the school year from 7:30 – 9:00 A.M. and from 3:00 – 6:30 P.M. On holidays and non school days the Center is open from 7:30 A.M. until 6:30 P.M. Ms. Michelle Huddleston is the Director. Mr. Clarence Goodwin is the building Manager and can be reached at 301-649-8046.**

- c) **Sherwood Child Center is located at 1403 Olney-Sandy Spring Road, Sandy Spring, Maryland 200860. (On the grounds of the Sherwood Elementary School). This Center is open all year Monday through Friday from 7:00 A.M. until 6:30 P.M. Sherwood is licensed for forty children. The Director is Ms. Marsha Givens.**

- d) **The Page Center is located in the Page School whose temporary Address is 13313 Old Columbia Pike, Silver Spring, Maryland 20904. The Center serves the children attending the Page School, ages five through eleven. The Center is open during the school year and is licensed for fifty children. Page opens at 7:00 A.M. and closes at 6:30 P.M. Mrs. Venita Jackson is the Director. The building manager is Mr. Paul Johnson.**

March 10, 2003

Department of Human Resources
Child Care Administration

Dear Sirs:

I have been a teacher at William Tyler Page Elementary for eight years. During this period of time, many of my students have been enrolled in the daycare program.

I have always been impressed with the high level of supervision of this program. Mrs. Jackson and the other instructors are clearly interested in the children's welfare. They help them with their homework and introduce them to many creative activities which decorate the hall bulletin boards.

The children appear to be happy and comfortable in this program, and their parents are satisfied with the care extended to their children.

Sincerely,



Judy Garner

As the counselor of W.T. Page Elementary for the last twelve years, I have been very impressed with our Page Day Care. Under the excellent leadership of Venita Jackson, the day care staff works very hard to provide a pleasant environment for our Page students. In contact with the staff almost daily, whether through a "hello" in the hallway, or a discussion about a student, I know our students are in good hands. Because the staff is so caring, the Page Day Care program meets the unique needs of all the students. Through discussions with classroom teachers and specialists, the day care staff works closely with school staff to better help meet the academic, social, and emotional needs of the students. In addition, there is positive parent and day care staff communication which has added to the productive and trusting atmosphere of the program.

An observation of the Page Day Care would result in the following:

- staff enjoying children
- children understanding and following program rules and routines
- staff appropriately disciplining children when necessary
- open communication between parents and staff

Our school saying states, "Page is a great place to learn." Our Page Day Care saying could state, "Page Day Care is a great place to be."

Colleen Lehnowski

The Walkers
12906 Tourmaline Terrace
Silver Spring, Maryland 20904
301-879-2441
kmw121899@comcast.net

March 3, 2003

Department of Human Resources
Child Care Administration

Dear Sir or Madam:

This letter is written on behalf of Ms. Vernita Jackson and her staff at the Page Child Care Center.

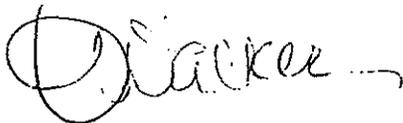
Our daughter, Sapphyra, has attended the Child Care program at Page Elementary School since November 2000, first as a child in the Kindergarten Enrichment program and, later, for before-and-after child care. Sapphyra's experience at Page Child Care has been very positive and eased her adjustment to a new school environment when we relocated to the Silver Spring area. By Sapphyra's reports and our observation, Ms. Jackson and her staff have provided emotional and academic support as needed.

As parents, we were concerned about the quality of supervision and support our child would receive in her after school program. Needless to say, our faith in Ms. Jackson and Page Child Care has been well-rewarded. Sapphyra has received consistent academic and emotional support from everyone on staff. The staff at Page Child Care is professional, personable and supportive.

We would highly recommend favorable consideration of any requests made by Ms. Vernita Jackson and her staff. Our experience of the past two and one half years has proven that any benefits given to the staff of Page Child Care Center will certainly extend to benefit the children who attend.

If we can be of further assistance or provide more information, please do not hesitate to contact us at 301-879-2441. Thank you for your consideration of this letter and have a pleasant day.

Sincerely,



Kim-Marie and Ray Walker

PART B: SCOPE

- 1. The objective of the proposed Page plan is to incorporate the wealth of diversity found in the Page community into the program. This is achieved through a well thought out program and well-educated staff. Many of the staff reflects the diversity of the community.**

We feel that the heart of any program is the staff and their quality of relationships with the children and the families. Staff that nurture, show respect, demonstrate resolution by discussion, are flexible, enthusiastic and understand the needs of each child will provide such a program.

The ratio of staff to child is kept low to enable staff to speak with each child, to admire each painting, to praise each step along the way from toileting to reading. In this way children absorb the fundamentals that will then place them as caring involved adults in our community.

It is our belief that a program that presents a wide variety of materials to reflect the diversity of our community increases the children's knowledge and respect for differences. The classroom bulletin boards, pictures, foods, words, stories, and music subliminally reach every child and family that the world around us is ever changing and that people are the same with differences. We teach that respect, love, learning, and nurturing overshadow physical infirmities, or differences in appearance.

2. AGES AND NUMBERS OF CHILDREN:

The children to be served range in age from three years old to those in the sixth grade. The room set aside in the Page School for a Child Care Program would house those children in the Center's pre-school, (ages three and four), children in the Head Start or EEEP programs and kindergarten children attending Page. The older school age children would attend the Center in the All Purpose Room, which would be requested through the ICB.

The number of children in the Center would be determined by the square footage as set by Montgomery County. Movable partitions would be utilized in the All Purpose Room to delineate different groups and or areas, such as a Homework sector, art area, and computer section. Bookcases and low storage cabinets would assist in the configuration of the pre-school room to provide proper age/size grouping.

3. OPERATION OF THE PROGRAM

The program is to be a twelve-month operation, Monday through Friday. The Center would open at 7:00 A.M. and close at 6:30 P.M. During inclement weather the Center would be open unless the Central offices are closed or we are told not to operate by Montgomery County. The Center would be open during the full day with the operating pre-school program. When there are half days the school-age program would begin as soon as the children were released from school. During single days off from school or on the holidays the Center would operate for the full day.

4. SPECIAL POPULATIONS:

- a) The contract for attending the Center allows for a great deal of flexibility as to full or part time care. There are an infinite number of choices for the part time care. Occasional care is available to siblings and to others as space allows within our licensing number.**

- b) Our Organization, and the current Page Center have always accepted any family with a subsidy. All of our brochures and information states that Working Parent Assistance and Purchase of Care Vouchers are welcome.**

- c) Wherever possible our Center is open to those families with special needs children. We have accommodated children in wheel chairs, those with speech delays, hearing loss, ADHD, Downs Syndrome, and those in special programs. Our staff has had workshops to learn how to help children with sudden family problems, such as divorce or death. We try to find assistance from outside groups when we have a family with a need we cannot help alleviate.**

5. **During the past years we have forged relationships with many services offered in the County such as Head-start, Child Find, Easter Seal, Lions Clubs, Montgomery County Recreational Programs and many others. We maintain a strong tie with the school PTA and the community served by the school. All of these relationships help to forge an ongoing service to families and their children.**

Families with vouchers are provided with scholarship assistance when possible to offset the difference between the voucher and the Center fee.

The school age program incorporates a homework component that both oversees that the homework is completed, and checks for accuracy. If it is apparent the child does not understand the homework, help is given to understand the problem.

We hope to include a special art teacher and science teacher once a week for each group of children. Computers would be used in the pre-school classroom and available to the school age children for school assignments.

During non-school time we introduce the children to a wide variety of programs such as live theatre, music theatre, sports and science programs and many environmental activities.

6. Our proposed time line for start up for the Page site is based on the program actually beginning with the start of school in August.

Our time frame begins in May:

May through June

Furnishings and materials ordered (A) To be delivered in July if the school is ready.

Brochures and advertisements about the program distributed

Enrollment begun

July 10-30

staff would be hired where necessary

Staff orientation

Program design and discussion of goals and objectives

Inspections requested of Licensing and fire Marshall

August 1-25

Classrooms set up for opening

Inventory of supplies

Bulletin board displays

Continuing staff meetings

Introduction of NAEYC by outside consultant

Workshop by outside consultant; subject determined by staff

August 26

Opening day for Center

Part C: Budget

1. Our parent contract contains fee schedules for full time and part time students. We have a contact for the school year and another contract for the Summer Camp Program. (see attachment D)

Below is an overview of our proposed fee schedule during the school year and the summer program:

Tuition Fees (School Year)

	5 Days	4 Days	3 Days	2 Days
Preschool Full Day Care	150.00	135.00	109.00	87.00
Preschool Half Day Care*	105.00	95.00	84.00	65.00
Before School Care School Age	50.00	50.00	40.00	30.00
After School Care School Age	75.00	75.00	60.00	45.00
Before & After School Combo School Age	100.00			

*AM Preschool Hours 9:00am – 12:30pm

Tuition Fees (Summer Camp Program*)

*Summer Camp Program is designed to give families flexibility by allowing them to sign up for only those weeks that childcare is needed.

	5 Days	4 Days	3 Days	2 Days
Preschool Full Day Care	160.00	135.00	113.00	93.00
Preschool Half Day Care	105.00	95.00	89.00	70.00
Summer Camp Age 4 & Up	160.00			

OTHER FEES

Registration Fee:	\$35.00 per child
Activity Fee:	\$50.00 Summer Program Only – Ages 4 & up
Late Payment Fee:	\$10.00
Initial Late Pick Up Fee:	\$30.00 for any part of the first 10 minutes
Additional Late Pick Fee	
Intervals of 5 minutes	\$10.00
Return Check Fee	\$25.00

DISCOUNTS

10% Sibling Tuition Discount applied to all accounts that are current

SUBSIDY PROGRAMS ACCEPTED

Working Parents Assistance Vouchers
Purchase of Child Care Vouchers

Operating Budget 15 Full-Time Preschool and 10 Part-Time K's & Headstart 30 School Age Before & After Care 30 School Age After School Care

Staff	134,024.00
Fringe Benefit	40,207.00
Total	174,231.00

Operating Expenses

Rent - MCPS based on license for 25 - 857 square feet	7,875.00
Rent - A.P. Room Montgomery County Gov't (ICB)	4,875.00
Telephone	1,200.00
Food	68,989.00
Insurance	16,320.00
Field Trips - School Year and Summer Break \$100.00 per full time child	8,600.00
Transportation	4,000.00
Supplies \$150.00 per child per annum	12,750.00
Administration (overhead included)	3,900.00
Capital Equipment	5,000.00
Scholarships	24,000.00
Accountant	2,500.00
Bookkeeper	6,000.00
Legal	2,500.00
Continuing Education	1,500.00
Total	157,909.00

Income

15 Full-time P/S all year - 52 weeks	120,900.00
10 Part-time P/S - 43 weeks	43,000.00
30 School Age Before & After 43 weeks	129,000.00
30 School Age After School 43 weeks	90,300.00
40 School Age Fulltime Summer Program 9 weeks	55,800.00
Total	439,000.00

Total Income	439,000.00
Total Expense	332,140.00
Less 15% Short Notices & Short Term Withdrawals	65,850.00
Projected Income	41,010.00

Start Up Classroom Equipment

Quantity	Item	Cost	Extended Cost
4	30" x 68" Table	149.99	599.96
30	12" Chairs	30.00	900.00
1	Double Sided Easel	369.99	369.99
1	Housekeeping Equipment	695.00	695.00
1	Sand & Water Table w/Lid	85.52	85.52
2	Cubby Units	342.76	685.52
2	Bookcase	114.75	229.50
20	Cots	20.00	400.00
1	Toy & Block Shelving Unit	189.99	189.99
3	Mixes Storage Unit	219.99	659.97
18	Puzzles	10.00	180.00
25	Magnifying Glasses	7.00	175.00
1	Classroom Thermometer	10.00	10.00
1	Magnet Set	8.00	8.00
2	Musical Instrument Sets	98.00	196.00
1	CD/Cassette Player	79.00	79.00
1	Ethnic Dolls (10 pieces unit)	89.00	89.00
1	Doctor's Kit	10.00	10.00
4	Manipulative Set	75.00	300.00
1	Flannel Board for storytelling	35.00	35.00
1	Flannel Board for storytelling	40.00	40.00
15	Games	10.00	150.00
1	Pound a Pattern & Pads	22.00	22.00
2	Sets of Cardboard Building Blocks	28.00	56.00
2	Peg Boards & Pegs (10 units)	45.00	90.00
2	Computers	750.00	1,500.00
1	Printer	145.00	145.00
25	Consumables (paint, paper, glue, scissors, felt, material, beads, gimp, yard, chalk, games, glitter, markers, crayons, masking tape, clear tape, pencils contract paper, feathers, pipe cleaners, ect.)	100.00	2,500.00
25	Classroom Teacher Supplies (staples, teacher scissors, staples, thumb tacks, bulletin board paper, bulletin board letters and numbers, copy paper, copy supplies, pens, permanent markers, contact paper, etc.)	50.00	1,250.00

TOTAL

\$11,630.46

PART D: PERSONNEL

- 1. The pre-school child/adult ratio will be kept at 1:5 as preferred by the NAEYC.**

The number of staff will be dependent on the number of children the Center can be licensed for as well as the number of full and part time students that are registered. The Center will serve children attending other County part time programs, such as Headstart, Fast start or special centers in a half day program.

We estimate that the Center will require: one Administrator: one Program Director: two Senior Staff: two Group Leaders and two Aides.

Most of the staff we anticipate needing is already working at the Page Center and they would continue.

Mrs. Jackson would be the Administrator and responsible for the overall Center and all required paperwork and logistics. She would be the person overseeing what is required as the Center seeks NAEYC accreditation. Mrs. Jackson has been involved with our organization for more than twenty years, most of it at the Page School. She is well qualified by both experience and education for the position of Administrator for a program in which children range from three to twelve.

Mr. Frank Hemming as Program Director would be responsible for overseeing the planning and execution of a developmentally appropriate program for each age. Mr. Hemming has been the Director at another Center and is currently on the Colesville Center staff. He and Mrs. Jackson have worked together over a number of summers.

Both Mrs. Jackson and Mr. Hemming would also be teachers in the classroom. (See staffing pattern page 12A)

Mrs. Qamar Ahmad would be the head teacher (senior staff) in the pre-school in the morning. She has a college education and many years of experience. A second Senior Staff person would be hired.

Ms. Semin Ahmad and Ms. La Condria Beckwith would be the group leaders in the school age program. This would allow us to have two groups in the Multi Purpose Room.

Katherine Lewis would fill one Aide position and we would need to hire another Aide.

Director responsibilities as described (12B) would be split between Mrs. Jackson and Mr. Hemming according to their positions.

MAI AND DEPARTMENT OF HUMAN RESOURCES
Child Care Administration
STAFFING PATTERN FOR CHILD CARE CENTERS
AND
LETTER OF COMPLIANCE FACILITIES

Name of Facility: Age - Proposed Staffing Facility #: _____
 Hours of Operation: 7:00 A.M. To 6:30 P.M. Total hours per week: _____ Days of operation: M-F
 Effective Date: _____ Director: _____

DIRECTOR'S WORK SCHEDULE

SUN:	MON:	TUES:	WED:	THURS:	FRI:	SAT:
------	------	-------	------	--------	------	------

Number of hours each day the Director is regularly scheduled with a group to directly supervise children:

SUN:	MON:	TUES:	WED:	THURS:	FRI:	SAT:
------	------	-------	------	--------	------	------

See directions on back for instructions on how to fill in the staffing pattern.

Time of Day am or pm	Rm#/Group ID: <u>PLS</u>				Total # of Children	# of 2 yr. olds	# of Toddlers 18-24 mo.	# of Infants 0-18 mo.
	Age: <u>3-5</u>	Capacity: <u>25</u>						
6:00	*	*	*	*				
6:30				
7:00	*	*	*	*				
7:30	*	*	*	*				
8:00	*	*	*	*				
8:30	*	*	*	*				
9:00	*	*	*	*				
9:30	*	*	*	*				
10:00	*	*	*	*				
10:30	*	*	*	*				
11:00	*	*	*	*				
11:30	*	*	*	*				
12:00	*	*	*	*				
12:30	*	*	*	*				
1:00	*	*	*	*				
1:30	*	*	*	*				
2:00	*	*	*	*				
2:30	*	*	*	*				
3:00	*	*	*	*				
3:30	*	*	*	*				
4:00	*	*	*	*				
4:30	*	*	*	*				
5:00	*	*	*	*				
5:30	*	*	*	*				
6:00	*	*	*	*				
6:30				
Day(s)								

Time of Day am or pm	Rm#/Group ID: <u>57A</u>				Total # of Children	# of 2 yr. olds	# of Toddlers 18-24 mo.	# of Infants 0-18 mo.
	Age: <u>6-12</u>	Capacity: <u>30</u>						
6:00	*	*	*	*				
6:30				
7:00	*	*	*	*				
7:30	*	*	*	*				
8:00	*	*	*	*				
8:30	*	*	*	*				
9:00	*	*	*	*				
9:30	*	*	*	*				
10:00	*	*	*	*				
10:30				
11:00	*	*	*	*				
11:30				
12:00	*	*	*	*				
12:30				
1:00	*	*	*	*				
1:30				
2:00	*	*	*	*				
2:30				
3:00	*	*	*	*				
3:30	*	*	*	*				
4:00	*	*	*	*				
4:30				
5:00	*	*	*	*				
5:30				
6:00	*	*	*	*				
6:30				
Day(s)								

Signature of Operator, Agent or Director: _____ Date: _____

DIRECTOR RESPONSIBILITIES

Succinctly put, the Director is responsible for the oversight of the Center. This means that at all times the Center should meet all State of Maryland Regulations as listed in the Regulations Handbook.

1. All required paperwork must be submitted on time to either the County or to the Center bookkeeper.
2. All classrooms are to be maintained with proper staff to child ratio.
3. The Director hires and fires as needed.
4. New staff orientation must be completed after hire of new staff.
5. Equipment is to be maintained.
6. Frequent staff meetings are to be held so as to maintain full cooperation of all staff, and to keep all lines of communication with staff open.
7. During each week you should touch base either in the morning or evening with every parent/guardian.
8. Newsletters should be written at least three times each year.
9. Parent-staff-child dinners or a similar function should be held twice each year.
10. The Director is required to have a minimum of nine hours of appropriate workshops each year or attendance at a Convention that would meet this requirement.
11. Head Senior staff/Group Leader in each classroom must submit monthly program curricula for approval.
12. Weekly the classrooms need to be checked that approved program is in progress in each classroom.
13. Beyond these basic requirements, the Director is the person who fulfills any lapses at the Center in order to maintain all requirements.

2. The salary range for each position depends on Education, time with the organization, and how well the annual evaluations indicate the individual's performance in that position.

Administrator	ranges from \$31,200. – \$40,000
Program Director	ranges from \$31,200 - \$35,360
Senior Staff/Group Leader	ranges from \$20,800 - \$29,120
Aide	ranges from \$16,640 - \$20,800

All full time staff accrues hours that can be used for personal leave, vacation or illness. The amount of hours accrued increases with both position and longevity. New staff receives forty hours after one year and this increases gradually to a maximum of six weeks.

All staff receives at least one paid workshop a year plus they are provided with the CPR and First Aid course. With increased longevity and position they may be offered the opportunity of attending an NAEYC or similar workshop.

The opportunity to improve a person's position through college courses leading to Senior Staff or Group Leader, or attaining the CDA is paid for by the Center for staff after two years.

Staff is paid for those holidays that the Center is closed. In the event that the Center is closed because of an emergency staff receive their pay.

Children of staff attend at half the normal charge.

3. When new staff is hired they are provided with a package of information including what is the expected responsibility for their position and a copy of the Personnel policies.

On the first day that they report to work, they discuss the personnel policies with the Director or Administrator. Approximately two hours is spent going over the orientation list sheet from licensing. The new staff is shown where to go in case of fire, where the fire extinguishers are mounted, where emergency numbers are posted, what to do if they suspect child abuse, and what first aid supplies we are allowed to use.

The philosophy of how we relate to children is discussed. Disruptive behavior and how it is to be handled is clearly explained. Personal dress and behavioral expectations are addressed.

All staff is required to attend bi-weekly staff meetings in the pre-school or monthly staff meetings in the school age program. There is on-going training at least twice a year at these meetings presented by an outside consultant. Staff is also paid to attend outside workshops in an area that it is felt they would benefit by more information.

PART E: PARENT INVOLVEMENT

- 2. Admission to the program is on a first come basis until there are no slots available. We accept children without regard as to race, religion, ethnic background or sex. We accept special needs children and are able to assist in the mainstreaming of special needs children.**

Registration is a part of the admission process. Parents are provided with all of the paperwork necessary, they are shown around the facility and meet the teachers that would be serving their child.

The Center would inform the community of the program through the school and through flyers distributed at community functions, such as PTA meetings and school fairs. Information concerning the program would be posted at libraries and local stores and recreation centers. Senior citizen groups would be contacted for intergenerational help for mentoring and special activities.

3. **The facility is open for parents at any time. They are welcome in our classrooms and welcome to participate in the centers activities. There is a newsletter distributed bi-monthly that informs parents of the different activities and changes that might have taken place in any of the classrooms. The first newsletter of the year speaks to the staff at the Center and to the overall plans for the school year. Twice a year plus the end of the summer there is a parent-staff-child dinner which is a wonderful social opportunity for parents to meet each other and to get to know more about their child's friends and family.**

The Center must enter into a partnership with the parent to ensure that the child receives similar messages at school and at home. The parent is the most important influence in the life of the child, and the center must strive to meet the parent's expectations as to socialization, education and physical and thinking skills. There must always be a free and open path of communication between the Center and the parent. At least once a year, more if often if needed the parent and teacher in the pre-school will sit down and evaluate what the child's progress has been and what to anticipate for the remainder of the school year.

4. Once each year we ask the parents to evaluate our program. We present the form for evaluation in the late spring, usually late May. The form that we use is the one provided through NAEYC. The results of this form provide us with information that we incorporate in the next year's program and we discuss at a full staff meeting prior to the start of the fall program. (NAEYC parent form 17A)



Parent Questionnaire

Prepared by the National Academy of
Early Childhood Programs

Dear Parents:

(name of program)

is working toward being accredited by the National Academy of Early Childhood Programs. The National Academy operates a national, voluntary accreditation system for any public or private school or center serving children from birth through kindergarten and/or school-age child care. The accreditation process identifies high quality early childhood programs and schools.

The Academy feels that parents can provide valuable information about the quality of their children's program. As part of the accreditation process, all parents are being asked to fill out the questionnaire that is attached to this letter. The questions on it are related to the standards for accreditation.

You may want to say more about the program, so feel free to write any comments on the form. You do not need to sign your name. We would be grateful if you would return the completed questionnaire by

(date)

Thank you very much for your help.

Sincerely yours,

Program Director

Please turn the page

- | | | | | |
|----|----|-----|----|--|
| DK | No | Yes | NA | 8. Parents are informed about injuries and any changes in children's health or eating habits that teachers notice. |
| DK | No | Yes | NA | 9. Parent-teacher conferences are held to discuss children's progress at least once a year (and hold conferences more often if parents want them). |
| DK | No | Yes | NA | 10. Parents are informed about the program and any policy or regulatory changes that affect it through newsletters, bulletin boards, frequent notes, meetings, telephone calls (when needed), or other ways. |
| DK | No | Yes | NA | 11. Teachers communicate with parents to ensure that children experience smooth transitions during the day (from home to program or from one program to another). |
| DK | No | Yes | NA | 12. Teachers communicate with parents to ensure that the programs from which children come and to which they go from one year to the next provide continuity over time. |
| DK | No | Yes | NA | 13. At least once a year, parents are asked to evaluate how well the program is meeting their child's needs. |

DK	No	Yes	NA	14. For parents of children with special needs: Staff involve parents in development and use of individual education plans designed to meet the child's needs. Staff also address the needs of parents of children with special needs:
----	----	-----	----	--

DK No Yes NA 15. Personally, I feel that the teachers have a good attitude toward me and my child.

DK No Yes NA 16. Personally, I am satisfied with the care and education my child receives in this program.

Please feel free to write any comments on what you like about the program or what you would like to see changed.

PART F: PROGRAM PLAN

1. The three and four year old pre-school children would be located in the same room. The schedule is for both ages. The differences would be in the center activity with a different expectation for each age.

DAILY SCHEDULE PRE-SCHOOL ROOM

7:00 – 8:30	PAGE OPENS Children arrive over the next hour and a half VARIOUS ACTIVITIES AVAILABLE
8:30 – 9:00	CLEAN UP FOR BREAKFAST- BRAKFAST SERVED
9:00 – 9:20	CIRCLE TIME – GREETING – CALENDAR – WEATHER TALK ABOUT PLANS FOR DAY
9:20 – 10:00	TWO OR THREE CENTERS OPEN FOR CHILDREN TO EXPLORE
10:00 – 10:50	OUTSIDE GAMES AND FREE PLAY Weather permitting – if in room physically active games
10:50 – 11:00	BATHROOM
11:00 – 11:30	STORYTIME – DRAMA – SPANISH – MUSIC –
11:30 – 12:00	FREE CHOICE
12:00 – 12:40	WASH UP FOR LUNCH – LUNCH – CLEAN UP
12:40 - 1:15	OUTSIDE TIME FOR FOUR-YEAR OLDS Weather permitting PREPARE FOR NAP FOR THREE YEAR OLDS
1:15 – 1:30	PREPARE FOR NAP FOUR YEAR OLDS
1:30 - 3:00	NAPTME
3:00 – 3:30	WAKE UP – WASH UP – SNACK
3:30 - 3:50	STORYTIME
3:50 - 4:45	OUTSIDE TIME
4:45 - 6:30	CENTERS OPEN – STORYTIME – MUSIC – FREE CHOICE
6:30	CENTER CLOSES

DAILY SCHEDULE FOR SCHOOL AGE

7:00 – 9:00 A.M.	PAGE OPENS AND SCHOOL CHILDREN ARRIVE – ACTIVITIES AVAILABLE BEFORE BREAKFAST BREAKFAST SERVED BY THE SCHOOL CAFETERIA – CHILDEN LEAVE FOR CLASSROOMS
3:00 – 3:30	CHILDREN ARRIVE – PREPARE FOR SNACK EAT SNACK
3:30 - 4:00	SUPERVISED HOMEWORK CLUB
4:00 – 5:00	OUTDOORS WEATHER PERMITTING – ORGANIZED GAMES AND FREE CHOICE
4:30 – 5:30	FOR CHILDREN DESIRING LESS OUTDOOR TIME ON DIFFERENT DAYS CLUBS WOULD MEET (ART, SCIENCE, COMPUTER, NEWSPAPER, CHESS ETC.)
5:00 – 6:30	CLUBS CONTINUE AND CAN BE JOINED BY THOSE COMING IN FROM OUTDOORS, AS WELL AS FREE CHOICE ACTIVITIES IN CENTERS AROUND THE ROOM
6:30	CENTER CLOSES

ON NON SCHOOL DAYS/SUMMER

**ON NON SCHOOL DAYS THE CENTER IS OPEN WITH MANY ONGOING
ACTIVITIES FROM 7:00 – 6:30**

**THESE MAY INCLUDE A FIELD TRIP, A MOVIE, A SPECIAL IN CENTER
ACTIVITY**

**DURING THE SUMMER THE PROGRAM RUNS LIKE A DAY CAMP – A
TYPICAL DAY MAY INCLUDE A FULL DAY FIELD TRIP, SWIMMING,
BOWLING, A GUEST MAGICIAN ETC. (19A)**

- 2. Breakfast for the school age children would be purchased from the school cafeteria. The pre-school children would have breakfast prepared in their room.**

The pre-school lunch would be purchased through the school cafeteria.

Snack for both the pre-school and school age children would be prepared in the pre-school kitchen.

When there is no school, breakfasts and lunches would be prepared for all the children in the pre-school kitchen.

The following is a typical breakfast and snack menu:

Breakfast Menu

MARCH 2003

MON., 3	TUES., 4	WED., 5	THUR., 6	FRID., 7
Cereal Milk Juice/Fruit	Cinnamon Toast Fruit/Juice Milk	Bagels w/Cream Cheese Fruit /Juice Milk	Biscuit & Jelly Fruit/Juice Milk	Donut Milk Fruit/Juice
MON., 10	TUES., 11	WED., 12	THUR., 13	FRID., 14
Cereal Milk Fruit Cup	Muffins Milk Fruit/Juice	Eggs/Roll Milk Fruit/Juice	Chef's Choice Milk Fruit/Juice	Waffles & Syrup Milk Fruit/Juice
MON., 17	TUES., 18	WED., 19	THUR., 20	FRID., 21
Bagels w/Cream Cheese Fruit /Juice Milk	Cereal Milk Juice/Fruit	Granola Bars Milk Fruit Cup	Cheese Toast Fruit/Juice Milk	Roll & Jelly Fruit/Juice Milk
MON., 24	TUES., 25	WED., 26	THUR., 27	FRID., 28
Cereal Milk Juice/Fruit	Cinnamon Toast Fruit/Juice Milk	Bagels w/Cream Cheese Fruit /Juice Milk	Biscuit & Jelly Fruit/Juice Milk	Donut Milk Fruit/Juice
MON., 31				
Cereal Milk Fruit Cup				

Snack Menu

MARCH 2003

MON., 3	TUES., 4	WED., 5	THUR., 6	FRID., 7
Biscuits & Jelly Milk	Macaroni & Cheese Juice	Chef's Choice	Cereal Milk	Crackers & Cheese Juice
MON., 10	TUES., 11	WED., 12	THUR., 13	FRID., 14
Veggie Sticks Dip Crackers Juice	Turkey Sand. Juice	Cereal Milk	Bologna Roll-Up Juice	Crackers & Cheese Juice
MON., 17	TUES., 18	WED., 19	THUR., 20	FRID., 21
Chips, Salsa & Cheese Juice	French Toast Syrup Milk	Chicken Salad Sand. Juice	Bagels w/Cream Cheese Juice	Ham Sand. Juice
MON., 24	TUES., 25	WED., 26	THUR., 27	FRID., 28
Biscuits & Jelly Milk	Macaroni & Cheese Juice	Chef's Choice	Cereal Milk	Cheese & Crackers Fruit Juice
MON., 31				
Veggie Sticks Dip Crackers				

3. There are several aspects in our program that we feel are special. During the school year our pre-school includes Spanish in its curriculum. The children learn songs, words and simple communication by the end of the year. We utilize a multi center focus for our developmentally appropriate pre-school program. We would send a pre-school teacher to the National NAEYC Convention in November to network and bring back current ideas.

Our school age program has an intensive homework component overseen by a qualified teacher. We would use a multi club program with the children having an opportunity to change clubs every four weeks. The choice is up to the child as to whether they wish to participate in any club. Offerings would be very diverse from the usual arts and crafts, drama, music and dance, computer to newspaper, photography, animal care, helping others, cooking and competitive chess etc.

During the summer we would have a very active summer camp program. There would be three levels of the camp to meet the varying age groups. All of the children would swim, go on full day field trips to experience live theatre, science, history through hands on experience at Rose Hill Children's Center, the County fair, programs offered by the Smithsonian in music and story telling, Summit Hall, bowling, movies and a myriad of other exciting activities at the Center.

We have a very special program for those fifth grade and older. It is called Pack Rats and is a very child directed program. The objective is to teach management skills, self-government as a group, responsibility to self and group, and the art of quiet debate. The children receive \$20 per person each week that they must as a group decide how to spend. They may save for an expensive outing but they cannot borrow ahead. It must be a group decision and this results in many very lively discussions. The group decides upon rules in the first week. One rule has always been if you do not like the choice be cheerful and work harder next time to sway the group. There are jobs that change each week, banker, cook, photographer, transportation, clean up, lawyer and judge.

Over the years the group has gone to Ocean City for a week, Disney World in Florida, Kings Dominion, camped at Gettysburg, swam at Greenbriar and visited our elected officials in Washington D.C. Besides these places they have just hung out and enjoyed each other's company. The lessons of self control and use of words has been invaluable for their later time in High School and College.

These are a few of the special features we incorporate into our program.

4. The discipline policy is a part of the new staff orientation. A copy of the discipline policy is included in the parent handbook. Discipline is also one of the topics discussed with new parents at the time of enrollment.

Maryland Child Services Discipline Policy

We believe that discipline needs to be defined in a positive manner, since the environment of a school or center is in part determined by the level and manner of the discipline within it. The goal of discipline or guidance is to reinforce desirable positive actions. We do this in ways that help children develop control of their behavior without damaging their self-esteem.

First and foremost, our staff models the behavior we wish children to learn. We show respect towards both children and adults. We use words to resolve conflict. We use kind words, such as, please and thank you. We focus our complete attention on whoever is talking, whether child or adult.

We want our children to be happy, reasonable, and cooperative, and we encourage them to express their feelings verbally rather than physically. We help them learn conflict resolution in a face to face discussion of the problem and assist the children in learning appropriate ways to handle difficult situations.

We believe that parents and teachers are the most influential role models children have and that we should act accordingly. The staff is trained to help children learn what is non-productive behavior including:

- A) hitting or harming another child;
- B) name calling or other insulting teasing;
- C) damaging or stealing other people's property

When a young child has an emotional outburst or physical outburst, we separate the child from the object or from the others in order to give him/her the chance to calm down, recover his/her self-control and be able to work at resolving the problem.

With the youngest of the pre-school children whose language skills are developing we feel that redirection combined with a discussion of the event is the best way to reinforce the desired positive behavior.

5. The pre-school children have the opportunity while the school children are in school to explore the community. Each month, weather permitting, the children visit the public library where they listen to a program by the children's librarian. After the program the children pick out books to take back to the Center for reading during the month.

During October there would be a visit to the Pumpkin Patch at Sharp's Farm. Here the children pick their pumpkins, feed the animals and have a hayride. During a non school day in October the school age children visit this site.

In November the pre-school would join with the Colesville pre-school to enjoy a visit by a magician. They would also have a special Thanksgiving luncheon. The school age children on half days might go bowling. On the non school days they would visit a museum, a nature center, or a place such as Port Discovery or the Baltimore Aquarium.

During the holiday break in December the school age children would again participate in trips to the above type of places or attend a movie, go bowling or ice-skating.

January and February trips for both pre-school and school age children are dependent upon the weather. We have a great many very special activities within the Center these months. An international dinner, Valentine party, celebration of Black History, Chinese New Year. If there is snow we have sleds for sliding. If the weather is mild there could be trips to the Smithsonian.

March is a wonderful time to visit Brookside Gardens and a plant Nursery. There children learn about gardening and pot a plant to bring home. This trip is fun for all ages. Home Depot is a business that welcomes the school age children and provides a guide to speak with them.

Spring break in April sees many of the same type of trips planned in November. The weather allows for trips to parks as well as Nature Centers. All of the children are able to play in a variety of parks near the Page Community.

By May and June the year is slowing down. Trips to parks continue, we prepare for Mother's Day and Father's Day. We talk about the summer and Camp.

The Organization owns and operates five fifteen-passenger vans. These are used for most of the trips. On occasion and during the summer we hire a school bus and driver.

6. **Our program would begin to work towards NAEYC Accreditation as early as January. Prior to that month we would be settling in and asking an outside person familiar with NAEYC to meet with my staff and discuss NAEYC requirements its purpose and its advantages.**

We would send for the necessary books and paperwork in December. Over the next several months we would have workshops at the Center for all staff, visits to accredited programs, and continue with the self-study program.

It is not possible to apply for accreditation until a program has been operating for a full year.

From the onset of our program, however, we would be working with this goal in mind. As soon as possible we would send in the application in order to get on the list to be validated.

In the late spring and again in the fall we would ask that a qualified outside person come and inspect the Center as to our readiness.

We would be fully prepared to receive a Validator from NAEYC at the end of the first year.

301-584-9631

ACORD. CERTIFICATE OF INSURANCE ISSUE DATE (MM/DD/YY)
02/25/03

PRODUCER
Old Dominion Ins. Agency
Belle Haven Prof. Bldg.
1451 Belle Haven Rd., #230
Alexandria, Virginia 22307

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Maryland Child Services
14015 New Hampshire Ave.
Silver Spring, MD 20904

COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A	Market Insurance Company
COMPANY LETTER	B	Injured Workers' Insurance Fund
COMPANY LETTER	C	XS/Group, Inc.
COMPANY LETTER	D	
COMPANY LETTER	E	

COVERAGES
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. OWNER'S & CONTRACTOR'S PROT.	8502CC227948	06/25/02	06/25/03	GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS-COMP/DP AGGR \$ 1,000,000
					PERSONAL & ADV. INJURY \$ 1,000,000
					EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 100,000
					MED. EXPENSE (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY	8502CC227948	06/25/02	06/25/03	COMBINED SINGLE LIMIT \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM OTHER THAN UMBRELLA FORM	4602CC227952	06/25/02	06/25/03	EACH OCCURRENCE \$ 1,000,000
					AGGREGATE \$ 1,000,000
B	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	3876412	06/25/02	06/25/03	STATUTORY LIMITS
					EACH ACCIDENT \$ 100,000
					DISEASE-POLICY LIMIT \$ 500,000
					DISEASE-EACH EMPLOYEE \$ 100,000
A	OTHER Primary Medical Indemnity	4102CC227952	06/25/02	06/25/03	Medical Benefit 20,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
Extended Professional Liability Policy: 06-25-02 to 06-25-03 Policy #MPL1041
\$500,000 each claim/\$1,000,000 Aggregate/\$1,000 Deductible
Teachers Professional Liability: \$1,000,000 Each Claim
Montgomery County Government is listed as additional insured.

CERTIFICATE HOLDER
Additional Insured:
Montgomery Co. Public Sch.
850 Hungerford Drive
Rockville, MD 20850

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE 

Statement of Financial Responsibility

1. Is the applicant a subsidiary of or affiliated with any other organizations(s), corporation(s), or any other firm(s)?



If yes, list each such organization, corporation or firm by name and address; specify the applicant's relationship, and identify the officers, directors or trustees common to the applicant:

2. Describe the plan for financing the program, if funds for the leasing of the facility and operating the program will be obtained from sources other the applicant's funds.

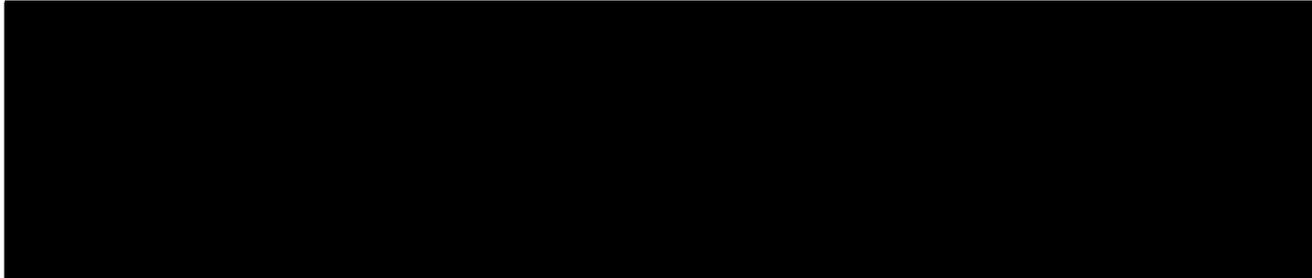
3. List sources and amount of cash available to meet equity requirements of the proposed venture:

a. in banks (include names, addresses, telephone numbers and amounts)



b. by loans from affiliated or associated organization, corporation, or firms (include names, addresses, telephone numbers and amounts)

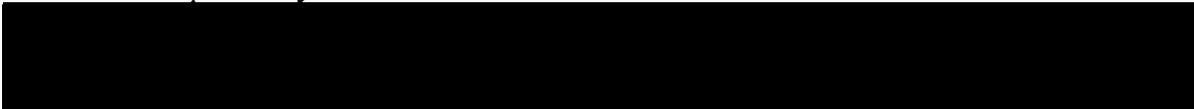
4. List the names and addresses of all bank references



5. Financial condition of applicant -- attach previous two years financial statements.

6. Bankruptcy:

Has the applicant or, if applicable, the parent corporation or any subsidiary or affiliated corporation of the applicant or said parent corporation, or other interested parties been adjudged bankrupt, either voluntarily or involuntarily, within the past ten years?



If yes, give date, place and under what name:

7. Personal Interest: Does any member of the governing body of Montgomery County, Maryland, to which the accompanying application is being made, or any officer or employee of the aforesaid County who exercises any functions or responsibilities in connection with the carrying out of the project under which the program covered by the applicant's proposal is being made available, have any direct or indirect personal interest in the applicant?



8. If the applicant wishes, additional statements can be attached as evidence of the applicant's qualifications and/or financial responsibility.

CERTIFICATION

I (We) Maryland Child Services

Certify that this applicant's Statement of Qualifications and Financial Responsibility and the attached information of the applicant's qualification and financial responsibility are true and correct.

I (We) also agree to comply with conditions stated in Montgomery County lease for child care spaced and that the scope of services as submitted in this completed application will be adhered to.

<u>Jay Bloom</u> Name	_____ Name
<u>Administrator</u> Title	_____ Title
<u>P.O. Box 279</u> Address	_____ Address
<u>Lisbon, MD 21765</u> City, State and Zip	_____ City, State and Zip
<u>J. Bloom</u> Signature	_____ Signature
<u>3/22/03</u> Date	_____ Date

NOTIFICATION OF PROPRIETARY INFORMATION

Please use this form to identify and financial information included in your application for child care space at the Page Child Care Facility which is not Public Information.

Name of Applicant Maryland Child Services, Inc.

Indicate specific pages or attachments which are proprietary financial information:

page 26
page 27
financial statements

Signature [Handwritten Signature]

Date 3/22/03

Please return this form with your application.

MARYLAND CHILD SERVICES

FINANCIAL STATEMENTS

**FOR THE YEAR ENDED
DECEMBER 31, 2001**

OSTERMAN, POLLACK & MOSES, LLC
CERTIFIED PUBLIC ACCOUNTANTS

To the Board of Directors
Maryland Child Services
Silver Spring, Maryland

We have compiled the accompanying statement of financial position of Maryland Child Services as of December 31, 2001 and the related statement of activities and cash flows for the year then ended, in accordance with Statements on Standards for Accounting and Review Services Issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

Management has elected to omit substantially all of the disclosures required by generally accepted accounting principles. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's financial position, results of operations and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Osterman, Pollack & Moses, LLC

March 7, 2003

MARYLAND CHILD SERVICES

**STATEMENT OF FINANCIAL POSITION
DECEMBER 31, 2001**

Assets

Cash and cash equivalents
Employee advances
Accounts receivable - miscellaneous
Land, buildings and equipment -
net of accumulated depreciation

Total Assets

Liabilities

Payroll taxes payable
Long-term notes payable

Total Liabilities

Net Assets

Unrestricted

Total Net Assets

Total Liabilities and Net Assets



MARYLAND CHILD SERVICES

STATEMENT OF ACTIVITIES FOR THE YEAR ENDED DECEMBER 31, 2001

Revenues and Other Support

Tuition
Contributions

Total Revenues and Other Support

Functional Expenses:

Program Services - daycare

Children programs
Classroom supplies
Depreciation
Food
Insurance
Rent and utilities
Transportation
Wages, benefits and taxes

Total Program Expenses

Supporting Services

Accounting and legal
Bank fees
Insurance
Office expenses
Repairs and maintenance
Telephone
Wages, benefits and taxes

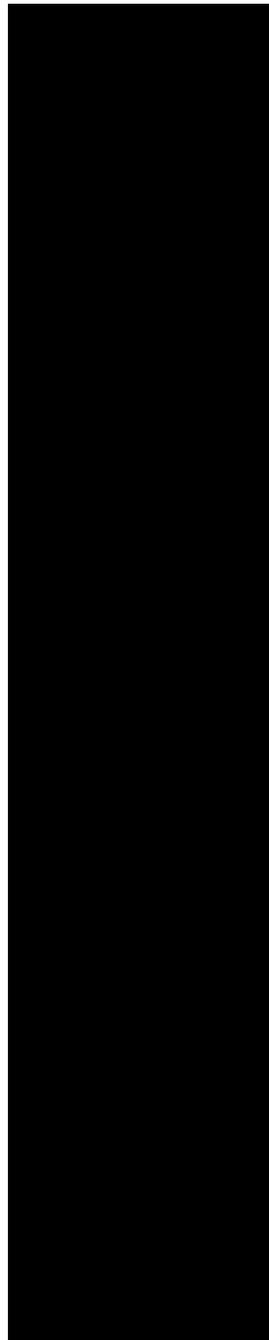
Total Supporting Services

Total Functional Expenses

Change in Net Assets

Net Assets - beginning of year

Net Assets - end of year



MARYLAND CHILD SERVICES
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2001

Cash Flows from Operating Activities

Change in net assets

Adjustments to reconcile net income to net cash provided by operating activities:

Depreciation and amortization

(Increase) Decrease in:

Employee advances

Miscellaneous receivables

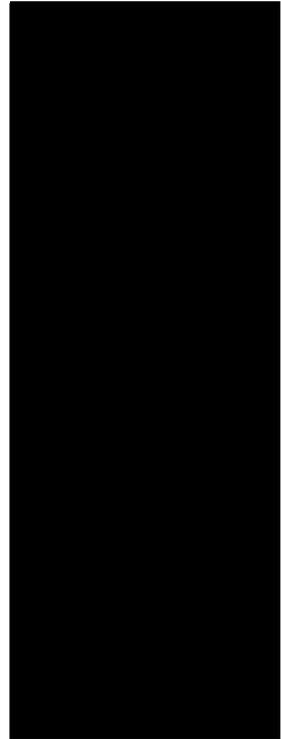
Increase (Decrease) in:

Accounts payable and accrued expenses

Net Cash Used in Operating Activities

Cash and Cash Equivalents - beginning of year

Cash and Cash Equivalents - end of year



MARYLAND CHILD SERVICES

FINANCIAL STATEMENTS

**FOR THE YEAR ENDED
DECEMBER 31, 2000**

MARYLAND CHILD SERVICES

FOR THE YEAR ENDED
DECEMBER 31, 2000

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OSTERMAN, POLLACK & MOSES, LLC
CERTIFIED PUBLIC ACCOUNTANTS

To the Board of Directors
Maryland Child Services
Silver Spring, Maryland

We have compiled the accompanying statement of financial position of Maryland Child Services as of December 31, 2000 and the related statement of activities and cash flows for the year then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

Management has elected to omit substantially all of the disclosures required by generally accepted accounting principles. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's financial position, results of operations and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Osterman, Pollack & Moses, LLC

March 7, 2003

MARYLAND CHILD SERVICES

STATEMENT OF FINANCIAL POSITION DECEMBER 31, 2000

Assets

Cash and cash equivalents
Employee advances
Accounts receivable - miscellaneous
Land, buildings and equipment -
net of accumulated depreciation

Total Assets

Liabilities

Payroll taxes payable
Long-term notes payable

Total Liabilities

Net Assets

Unrestricted

Total Net Assets

Total Liabilities and Net Assets



MARYLAND CHILD SERVICES

STATEMENT OF ACTIVITIES FOR THE YEAR ENDED DECEMBER 31, 2000

Revenues and Other Support

Tuition
Contributions

Total Revenues and Other Support

Functional Expenses:

Program Services - daycare
Children programs
Classroom supplies
Depreciation and amortization
Food
Insurance
Rent and utilities
Training
Transportation
Wages, benefits and taxes

Total Program Expenses

Supporting Services

Accounting and legal
Bank fees
Insurance
Interest
Office expenses
Repairs and maintenance
Telephone
Wages, benefits and taxes

Total Supporting Services

Total Functional Expenses

Change in Net Assets

Net Assets - beginning of year

Net Assets - end of year

MARYLAND CHILD SERVICES

STATEMENT OF CASH FLOWS FOR THE YEAR ENDED DECEMBER 31, 2000

Cash Flows from Operating Activities

Change in net assets

Adjustments to reconcile net income to net cash provided by operating activities:

Depreciation and amortization

(Increase) Decrease in:

Employee advances

Miscellaneous receivables

Increase (Decrease) in:

Accounts payable and accrued expenses

Net Cash Provided by Operating Activities

Cash Flows from Investing Activities

Purchase of equipment

Net Increase in Cash and Cash Equivalents

Cash and Cash Equivalents - beginning of year

Cash and Cash Equivalents - end of year

"Procedure for Implementing the Revised Policy
for Waivers of Capital Cost Fee"

In the February 1991 Fee Structure and Debt Service Report certain specific provisions for waiver of capital cost recovery fee were recommended for inclusion in the County policy for Rental Rates for Child Care. These recommendations were approved in April 1991.

Centers which meet any of the following criteria for waiver may apply in writing for waiver of the capital cost fee. The waiver shall apply to the entire facility. Waiver application must be submitted at lease renewal or review.

- 1) The Center shall enroll and provide care to families eligible for or enrolled in Child Care tuition subsidy programs (D.S.S. Purchase of Care and/or Working Parents Assistance Program). Families receiving subsidy shall comprise at least 30% of licensed capacity. The provider shall accept as full tuition payment the face value of vouchers issued by the DSS Purchase of Care Program. Written verification of meeting this requirement shall be required, or
- 2) The provider will serve Infants and Toddlers in Child Care, as defined by the State of Maryland Child Care licensing regulations for Group Child Care. The children served will be in space administered, operated or funded by Montgomery County Government, specifically for Infant Care and/or required by tenant selection for that specific center, or

(Other sites which may choose to offer care to infants are not automatically granted waiver, but will be considered on a case by case basis. Determination of waiver application will be made jointly by DFS and DFR based on demonstrated community need and/or appropriateness of space)

- 3) The provider will serve children with handicapping conditions as designated or defined by physician or authorized agency. Waiver will be considered on a case by case basis for sites which meet the following criteria:
 - an approved plan for special need care must be on file with Child Care Administration
 - provider must document that enrollment of the child(ren) causes substantial additional cost to the program (additional staff, space modification performed at the provider's expense, specialized equipment) and that this cost has ongoing impact to financial viability of program, or,

EXHIBIT C

- 4) Centers may apply for consideration of waiver if #1 and #3 partially apply. DFS may waive all or a portion of capital cost fee if cost to the program of these combined factors is equal to or greater than capital cost fee.
- 5) Annual certification with documentation shall be required. Waivers will be forfeited by programs which provide incomplete or inaccurate information. If determined by DFS and DFR that waivers were not legitimate for a lease year, the capital cost fee for that year shall be applied to the following lease year.

APPLICATION FOR WAIVER OF CAPITAL COST RECOVERY FEE

Indicate which waiver provision(s) your program is applying for

- 1. 30% Voucher Service _____
- 2. Infant Care _____
- 3. Special Needs Care _____
- 4. Combination Waiver _____

Indicate time period (this should match your annual lease term)

Start date _____

End date _____

Explain how your program meets the provisions of the waiver policy and present documentation for verification by County Government. (You may use additional pages as necessary).

I (we) certify that this Waiver Application and any attached documentation are true and correct to the best of my (our) knowledge and belief:

Name

Name

Title

Title

Address

Address

City, State and Zip

City, State and Zip

Signature

Signature

Date

Date

Name of Provider

Address

Dear Name of Provider,

Your program currently has a waiver for the capital cost recovery fee based on an application you previously submitted. Annual certification with documentation is required to maintain your current status.

Please review the attached "Procedure for Implementing the Revised Policy for Waivers of Capital Cost Fee". If your program still meets the criteria for the waiver, please complete the application and submit the required documentation to our office by May 31, 2001. Failure to do so will result in your program being assessed the capital cost recovery fee as of July 1, 2001. If you have questions about the policy, waiver applicability or the documentation required to obtain a waiver, please call me at the Children's Resource Center at (301) 279-1813. If you have any questions regarding charges, costs, or credits, please call ~~Elizabeth Robinson~~ in the Office of Real Estate Management at (240)777-6080. *Verie Weis*

Thank you for your cooperation.

Sincerely,

Leslie Hamm, Child Care Specialist

Exhibit E

INSURANCE REQUIREMENTS:

A. Licensee agrees to obtain and maintain, during the full term of this License, a policy of liability insurance with minimum combined bodily injury and property damage in the amount of TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) for each occurrence, and TWO MILLION AND NO/100 DOLLARS (\$2, 000,000.00) in the aggregate, issued by an insurance company licensed in the State of Maryland and acceptable to the County, which policy must include the following coverage:

1. Contractual Liability
2. Premises and Operations
3. Independent Contractors
4. Products and Completed Operations during and for two years following completion of the work.
5. Daycare Operations

B. Licensee agrees to obtain and maintain, during the term of this License, a policy of Workers' Compensation and Employers' Liability coverage. The Workers' Compensation policy must be in amounts as required by statute and the Employers' Liability Policy must be in amounts of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000) for each accident for bodily injury by accident, FIVE HUNDRED THOUSAND (\$500,000) DOLLARS for policy limits for bodily injury by disease and ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000) each employee for bodily injury by disease.

C. Licensee must obtain and maintain a minimum limit of liability of one million dollars (\$1,000,000), combined single limit, for bodily injury and property damage coverage per occurrence including the following:

1. Owned Automobiles
2. Hired Automobiles
3. Non-owned Automobiles

D. Licensee must maintain adequate fire, theft and vandalism insurance for the contents on the Licensed Premises.