

LICENSE AGREEMENT  
BETWEEN  
MONTGOMERY COUNTY, MARYLAND AND ROCKVILLE DAY CARE ASSOCIATION, INC.

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## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "License"), made this 21 day of August, 2015, by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland (the "County") and ROCKVILLE DAY CARE ASSOCIATION, INC., a for non-profit 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 in space located at the Bel Pre Elementary School located at 13801 Rippling Brook Drive, Silver Spring, Maryland, 20906 ("Bel Pre") for the sole purpose of the operation of a child care center ("Child Care Center") in Montgomery County, Maryland; and
2. The County solicited requests for proposals from organizations interested in providing child care at Bel Pre; and
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; and
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 use approximately 1,700 gross square feet in the premises

designated as Room 126 located at Bel Pre (the "Licensed Premises"), as cross-hatched 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"). The Licensed Premises shall be delivered to the Licensee in "as is" condition.

2. LICENSE TERM: The term of this License shall commence approximately on or about July 1, 2015 and shall expire on June 30, 2019 (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. The Parties agree that the License shall only be terminated or revoked by the County on the terms expressly set forth in this License.

3. RENEWAL OPTION: The Licensee may, at its option, extend the License Term for one (1) additional three (3) year term (the "Renewal Term"), provided that: (a) the Licensee has submitted its monthly license fee payment on time; (b) the Licensee has maintained its compliance with all licensing requirements of the Program, whether state, local or federal; (c) the Licensee is using all reasonable efforts to obtain in a timely fashion its accreditation of its Program by the National Association for the Education of Young Children ("NAEYC") or by Maryland State Department of Education ("MSDE") or the Licensee is currently maintaining its accreditation of its Program by NAEYC or by the MSDE; (d) the Licensee is maintaining the Licensed Premises, including the playground area, in good condition and repair and free of clutter; (e) the Licensee is not in default of any other provisions of this License; (f) the License is in full force and effect; (g) the County has not given the Licensee notice of the County's intention to terminate the License; (h) the Licensee's license to operate a Child Care Center has not been revoked or suspended by the issuing entity; and (i) the Licensee provides the County with written notice that the Licensee intends to exercise Licensee's option to extend the License Term, one hundred and twenty (120) days prior to the expiration of the current

License Term. Licensee shall be required to submit an updated insurance certificate within thirty (30) days after the renewal of this License. TIME IS OF THE ESSENCE FOR THE LICENSEE'S NOTICE TO THE COUNTY.

4. LICENSE FEE AND ADDITIONAL LICENSE FEE:

A. License Fee: Beginning with the License commencement date, the Licensee will pay to the County as a License Fee, Nine Dollars and Fifty-Six Cents (\$9.56) per square foot for an annual rate of Sixteen Thousand Two Hundred Fifty Two Dollars and No Cents (\$16,252.00) payable in equal monthly installments of One Thousand Three Hundred Fifty Four Dollars and Thirty-Three Cents (\$1,354.33). 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  
Department of General Services  
Office of Real Estate  
P.O. Box 9464  
Gaithersburg, Maryland 20898-9464.

B. License Fee Increase: Commencing with January 1, 2016 and on the 1<sup>st</sup> 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 July 1 of the following 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 Montgomery County Board of Education properties.  
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 equal to One Dollar and Seventy-Nine Cents (\$1.79) per square foot for an annual rate of Three Thousand Forty-Three Dollars and Fifty Cents (\$3,043.50) payable in equal monthly installments of Two Hundred Fifty-Three Dollars and Fifty- Eight Cents (\$253.58).

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 State of Maryland or Montgomery County 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 agrees to 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 or the owner operator of the building.

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 sublet 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. LICENSED CAPACITY: The Licensee acknowledges and agrees that the Licensed Premises can be licensed for no more than the maximum number of children permitted by the Maryland State Department of Education Office of Child Care Licensing. The Licensee agrees that a Certificate of Licensed Capacity will be posted in the Licensed Premises at all times.

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 for the interior of the Licensed Premises and is not related to the building which is Licensors' responsibility;

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 in a timely manner and then continue to maintain accreditation of its Program by the Maryland State Department of Education or the National Association for the Education of Young Children.

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 (if applicable) 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 deliver an ADA compliant Licensed Premises and 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 License Premises will have air conditioning and heat in the License Premises at the same level as provided to the Bel Pre Elementary School

J. The County and the Licensee agree that the County's maintenance responsibilities, as set forth in items (B), (C), (D), (E), (F), (G), (H) and (I) of this Section will be performed by the County, through the Montgomery County Board of Education, at the County's expense. On days when the County is not required to provide such services, and the Licensee chooses to continue its use of the Licensed Premises it shall do so by contacting directly with the Inter-Agency Coordinating Board ("ICB") for necessary support services. It will be the responsibility of the Licensee to pay for such additional support services on the days that the County or the Montgomery County Board of Education are not required to provide such services either directly to the ICB or through the County. The address of the ICB is 255 Rockville Pike, Suite 201, Rockville, Maryland 20850. Main Office Number: 240-777-03114.  
[cupf@montgomerycountymd.gov](mailto:cupf@montgomerycountymd.gov)

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, fire, theft and vandalism 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 General Services, Office of Real Estate, 101 Monroe Street, 9th 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. The Licensee agrees that it will supervise and conduct its activities in a manner to ensure no disruption to the learning environment of the school, school activities or operations.

C. The Licensee must not place upon the Licensed Premises any placard, sign, lettering or awning except 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 animals 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 or the Montgomery County Board of Education. 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. Licensee shall have no liability under this paragraph to the extent any matter described herein results from the negligent acts or omissions of the County or the County's employees or contractors.

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. The Licensee will not permit any waste to, in or upon the Licensed Premises or any part of said building.

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 (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 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.

P. The Licensee agrees to provide all paper towels, hand soap and toilet tissue in its restrooms, if the restrooms are located within the Licensed Premises.

Q. The Licensee agrees to take appropriate measures to conserve and efficiently use energy and other resources (i.e., heat, cooling, water, and utilities). The Licensee agrees to abide by the Montgomery County Board of Education's standards, policies, rules and regulations for operating and maintaining schools attached hereto and incorporated herein, as Exhibit F, "Resource Conservation Policy and Guidelines".

R. The Licensee agrees to abide by emergency orders requiring that the school facility or school facilities and central offices be closed, during which time no programs will operate in the school.

S. The Licensee agrees that the County and the Board of Education have the authority to review the records of the Maryland Child Care Administration relating to Licensee's operation as permitted by law.

T. 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.

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

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

X. 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 facility, 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.

With respect to any matters described in (i) and (vi) of this Section 18 that does not involve the payment of money to the County, Licensee shall have a period of fifteen (15) business days following written notice from the County to cure such default.

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 days/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 Section 27 of the Montgomery County Code (2004), as amended, as well as all other federal, state and local laws and regulations regarding employment 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:  
Rockville Day Care Association, Inc.  
622 Hungerford Drive  
Rockville, Maryland 20852  
Attn: Executive Director

County:  
Montgomery County, Maryland  
Office of Real Estate  
Department of General Services  
101 Monroe Street, 9<sup>th</sup> Floor  
Rockville, Maryland 20850  
Attn: Director of Real Estate

With a copy, that does not constitute Notice to:

Montgomery County, Maryland  
Office of the County Attorney  
101 Monroe Street, 3<sup>rd</sup> Floor  
Rockville, Maryland 20850  
Attn: County Attorney

28. RESIDENT AGENT: The Resident Agent for the Licensee is Laura Bardini, Executive Director, Rockville Day Care Association, Inc., and its address for receipt of notices and service of process is 622 Hungerford Drive, Rockville, Maryland 20852. 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. SEX OFFENDER LAW: The Licensee agrees to be in compliance with Maryland laws regarding registered sex offenders. A registered sex offender is prohibited from entering onto real property used for a public or non-public elementary or secondary school or on property on which is located a "a licensed child care facility" (§11-722 of Criminal Procedure Article, Md. Ann. Code (2008 Replacement Volume)). The Licensee shall require that any person/contractor/subcontractor that enters a contract to provide services at the Licensed Premises will not knowingly employ an individual to work at a school if the individual is a registered sex offender.

33. PESTICIDES USE IN SCHOOL: The Licensee agrees to be in compliance and to follow procedures regarding the regulations regarding integrated pest management in schools, labeled ECF-RB, entitled, "Pesticide Use in Schools", attached hereto and incorporated herein as Exhibit "G".

34. RECYCLING: The Licensee agrees to be in compliance and to follow procedures regarding the regulations regarding recycling in schools, labeled Regulation ECF-RC, entitled, "Recycling", attached hereto and incorporated herein as Exhibit "H."

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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) business 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. The Parties agree that the Licensee shall only be required to obtain this Indemnity Bond following an uncured event of default as set forth in Paragraph 18 of this License.

42. PARKING: The Licensee has use of the parking facilities which are a part of the Licensed Premises as of the date of execution of this License, which use shall be

determined by the current Principal. 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.

43. 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. (2006 Repl. Vol.) (the "LGTC"); Md. Code Ann. Art. 25A, § 1A (2005 Repl. Vol.); and Md. Code Ann., Cts. & Jud. Proc. § 5-509 (2006 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.

44. REMEDIES. The rights stated herein and in the License are cumulative and not in limitation of any rights of the County or the Licensee granted in the License or available at law or in equity to the parties, all of which are expressly reserved.

45. ACKNOWLEDGMENT OF AUTHORITY. The County acknowledges that it has the power and the authority to enter into this License and that no consent from the Board of Education of Montgomery County is required in connection with the execution and delivery of this License Agreement by the Parties.

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

WITNESS:

By: Julie L. White

COUNTY:  
MONTGOMERY COUNTY,  
MARYLAND

By: Ramona Bell-Pearson  
Ramona Bell-Pearson  
Assistant Chief Administrative  
Officer

Date: 8/21/15

WITNESS:

By: Mauro Bant Kaw

LICENSEE:  
ROCKVILLE DAY CARE  
ASSOCIATION, INC.

By: Laure Berdini  
Exec. Director

Its: 7-27-15  
Date:

APPROVED AS TO FORM & LEGALITY  
OFFICE OF THE COUNTY ATTORNEY

By: Dee Neys

RECOMMENDED

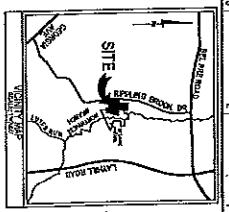
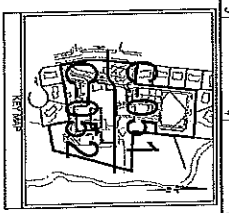
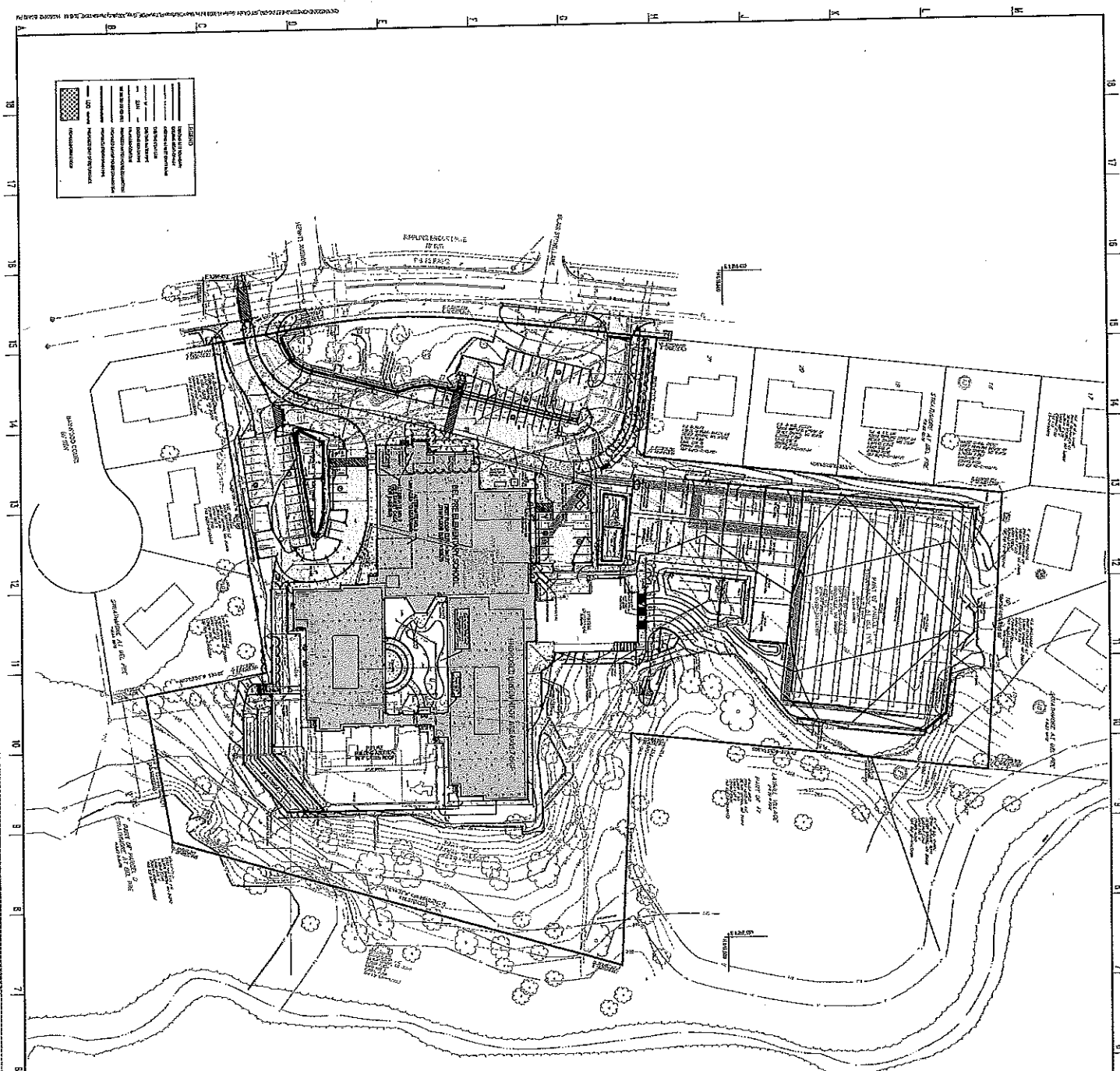
By: Cynthia L. Brenneman  
Cynthia L. Brenneman, Director  
Office of Real Estate

Date: 7/17/15

Date: 7/16/15

EXHIBIT A

LICENSED PREMISES



NOVEMBER 27, 2012  
ADDENDUM # 4

**PROFESSIONAL CERTIFICATION**  
I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR  
APPROVED BY ME, AND THAT I AM A FULLY LICENSED PROFESSIONAL ENGINEER  
UNDER THE LAWS OF THE STATE OF MARYLAND LICENSE NO. 1005  
EXPIRATION DATE 2012/2014

**OVERALL SITE PLAN**  
**OP# 21027**  
**GRIMM + PARKER ARCHITECTS**  
 11720 Belvidere Rd Suite 600  
 Colverton, MD 20705  
 Tel 201.593.1000  
 Fax 201.593.0089  
 1355 Beverly Road Suite 108  
 22210  
 Tel 703.903.9100  
 Fax 703.903.9755

 Electronic Systems Services, Inc.	Rockville Office 2 Research Place, Suite 100 Rockville, MD 20850 1.201.584.0170 1.201.584.0567	Website Contact Email Location
	Digheer Harvey Security End of the Science	<a href="http://www.1stand.com">www.1stand.com</a>

EXHIBIT B

ROCKVILLE DAY CARE ASSOCIATION, INC. PROPOSAL

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## Part A: Qualifications of Rockville Day Care Association (RDCA)

### 1. Name, Address, Phone #'s, Contact Person and Experience

Rockville Day Care Association, Inc 622 Hungerford Drive # 26,  
Rockville, Maryland 20850

Phone: (301)762-7420

Laura Bardini, Executive Director

[Laura.Bardini@rockvilledaycare.org](mailto:Laura.Bardini@rockvilledaycare.org)

[www.rockvilledaycare.org](http://www.rockvilledaycare.org)

Rockville Day Care Association (RDCA), a private, non-profit 501(c)3 and tax exempt organization, has provided high quality child care programs throughout Montgomery County for over 40 years. We serve children with diverse racial, cultural and economic backgrounds. We offer an affordable, **all-inclusive tuition**. **We implement creative business and budget practices to maximize the funds allocated directly to our programs.**

The association's first child care center was located in the Rockville Presbyterian Church and opened in 1969 with six students. In 1975 in collaboration with Montgomery County Public Schools (MCPS), we were able to expand our services and locate our programs within public elementary schools. We were among the first in Montgomery County to provide on-site before and after school care for school age children.

Presently we have six locations. Four of these are housed in MCPS facilities and two are located in Montgomery County Health & Human Services (HHS) facilities. **We provide programs for children ages 18 months through twelve years old.** The types of programs we operate include; **full and part time toddler, preschool, pre-k readiness, before & after school programs for school age children and full time summer programs for all age groups.** We currently serve over 500 children throughout our various programs.

RDCA affiliated centers benefit by being part of our association through **leadership from an active Board of Directors and management by an administrative staff of six who have over 180 years of collective experience in the delivery of child care services.** All administrators are degreed in Early Childhood, Elementary Education, or Recreation Administration at the Bachelors or Masters level. Everyone in our administration began as teachers in association programs and have been promoted through the ranks; affording them the skills and knowledge of each position within the programs. All lead teachers have at least an associates' degree or higher and we encourage continued education amongst all staff. Our team of 100 talented, professional and diverse staff represent 38 countries. RDCA employees are committed to their careers as reflected in our longevity with 35% of our staff having been with us for 5 or more years. This is the level of expertise RDCA has to offer the Bel Pre community:

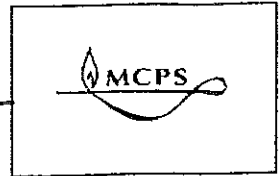
**One of the reasons that our child care centers are able to deliver quality child development programs is due to the administrative support they receive** from our organization. There are many levels of supervision that help ensure that our programs are operating at an optimum level. At the administrative level the executive director, with guidance from the Board of Directors, is responsible for the overall supervision and management of the centers and for promoting RDCA in the community. **The executive director and the administrative office staff manage the fiscal operation of the programs. This includes budgets, disbursements, account receivable, personnel and payroll. The administrative staff also serve as a resource for the center directors and work collaboratively with the staff to develop curriculum, provide on the job training, observe and evaluate classroom operations and ensure that our programs are enhanced with age appropriate curriculum materials.**

**The center directors are able to focus solely on the daily operation of their specific programs.** This includes such vital functions as: staffing the programs, supervising staff, fostering communication with parent/guardians and encouraging active involvement, observing the children and programs daily, upholding the center in compliance with all licensing regulations, keeping inventories, nutritious meal planning, requisitioning for all food, supplies and equipment, maintaining accurate administrative records, and facilitating positive relationships with personnel of the public school, staff of county agencies and other organizations.

RDCA is proud of the programs we operate and welcomes the opportunity to provide outstanding service to the families within the Bel Pre community. The accomplishments that we have realized throughout our 45 years in the child care profession can be attributed to our **partnerships with parents and our creative programming for children.**

# Ashburton Elementary School

6314 Lone Oak Drive, Bethesda, MD 20817 \* 301-571-6959



November 19, 2013

To Whom It May Concern:

The purpose of this letter is to provide a recommendation for Rockville Day Care Association (RDCA) to occupy the HHS space in your facility.

I have developed a strong partnership with RDCA over the past 7 ½ years since I have been the principal of Ashburton Elementary School. We work together on scheduling school and PTA events/activities and RDCA has always been extremely flexible.

RDCA staff works collaboratively with staff and parents to meet the needs of the students. They plan thematic lessons that are individually tailored to meet the needs of various learning styles and social emotional needs. The staff takes safety very seriously and communicates with parents in a timely manner. The parents have recently expressed their satisfaction with the programming and level of care their children receive on a daily basis.

I recommend Rockville Day Care Association to occupy the HHS space in your facility. If you have any questions, please contact me at 301-571-6959.

Sincerely,

A handwritten signature in cursive script that reads "Charlene Garran".

Charlene E. Garran  
Principal

November 3, 2014

Re: Bel Pre Elementary School, DHHS (Department of Health and Human Services) Bid

To Whom It May Concern:

I am writing to encourage you to select Rockville Day Care Association (RDCA) for the upcoming DHHS bid at Bel Pre Elementary School.

I have one child in the RDCA program at Bradley Hills Elementary School. My son is in second grade, and has attended the RDCA after-care program since kindergarten. In addition, my older son, in high school, was also in the Bradley Hills RDCA program when he attended kindergarten (many years ago, but with some of the excellent same staff). My experience across the years of using RDCA as a childcare provider has been exemplary, and as a result, I have chosen to enroll my younger son at RDCA.

The reasons I believe RDCA is a superior provider for my family and for our local communities include:

- 30+ years of serving families and communities
- Low-cost, high-quality care
- An open, parent-led Board of Directors that invites parent and community input into key decisions and strategies
- Commitment across centers to provide a nurturing, caring environment

My child has been in other child care environments and I can attest to the continuity, responsiveness, experience and security that RDCA provides.

I hope that you will consider this a strong recommendation for RDCA in the selection and bid process. Please reach out to me directly should you have questions or concerns.

Best,

Shari Targum

Email: sharitargum@gmail.com

## Part B: Scope

### 1. Philosophy and Objectives

The mission of RDCA is to facilitate the provision of high quality child care and children's programs in Montgomery County:

- To expand our services in communities where the need is identified.
- To improve the quality of our programs at our various centers through ongoing training for staff.
- To advocate for increased support for quality child development programs by the government and community at large.
- To advocate for ongoing participation of parents.
- To provide program management and administrative services to our affiliated child development centers.

Our objective for the Bel Pre program is to provide superior, developmentally appropriate, programs for children with reasonable tuition for parents. We would offer flexibility for families to choose the child care option needed and then provide an all-inclusive tuition covering everything from breakfast, snacks, classroom activities, projects, special events and even field trips. **There are no fee add-ons or hidden charges.** The goal of our Board of Directors and the administrative staff is to continue to develop programs and services that meet the needs of children in our care and and plan to do so for the families in the Bel Pre community.

We plan to implement this within the Bel Pre community through our expertise and demonstrated stability as professional child care providers. The families seeking child care services will dictate the range of services that will be provided. We will continually assess the changing demographics of the community and adapt program offerings as needed. We will work with Bel Pre Elementary personnel and Bel Pre community members to develop programs that reflect our client population.

We strive for inclusiveness in our children's programs and in our employment practices and do not discriminate on the basis of age, race, color, national and/or ethnic origin, religion, disability, gender, sexual orientation, marital status, military status or economic status in the admission of students, the employment of staff or in the administration of policies. We believe that children thrive and grow to become tolerant, respectful, and accepting of differences when they are exposed to people with varying ethnic, cultural, racial and economic backgrounds. We strive to comprise a heterogeneous staff so the children can benefit from their diversity.

We believe that children learn best in a nurturing environment where they can explore their environment at their own pace. The curriculum model used is the Creative Curriculum® which is approved by the Maryland State Department of Education (MSDE). This model is aligned with the philosophy of the National Association for the Education of Young Children (NAEYC) and is designed to foster social, emotional, physical, creative and intellectual development through play and exploration. To facilitate this development our programs are well equipped with a wide variety of furnishings, equipment, supplies, and learning materials that support the developmental needs of the ages of children served and are readily available in sufficient quantities for each group. Materials will be rotated, modified and updated to hold the interest of the children.

Our attention to quality extends to all aspects of the operation of each child care facility under our management. Overall, we believe that the environment we would create for the **RDCA - Bel Pre Road Child Development Center** will express that this is a place to learn, have fun, feel safe and be respected.

#### 4. Accommodation of Special Populations

*linked use of Bel Pre Comm.*

RDCA has always been flexible in planning the programs in order to provide a variety of program alternatives for the families we serve. All of our programs presently serve very diverse populations. We comply with all requirements under the Americans with Disabilities Act (ADA). We are sensitive to the fact that families have different needs for child care and we make every effort to accommodate these needs on an individual basis.

In consideration of the Bel Pre population, and knowing that 16% of the school population is enrolled in pre-k, we would have a program option that would provide "wrap around" care for those children that attend morning or afternoon pre-k at Bel Pre Elementary. Several of RDCA centers work with families to provide care around the times that their children attend special MCPS programs like Head Start and Pre-K that are in the schools where our programs are located (Maryvale and Sargent Shriver).

**A.) Accommodations for part time or occasional care** - In our preschool programs, our first priority is to provide child care for those families in need of full time care. In addition to the regular full day - full week enrollment option, RDCA is willing to consider half day or partial week options on a space available basis. Whenever possible, we try to match part time requests with other families requiring part time enrollment. Occasional care can be considered if the child is pre-enrolled (with a file maintained at the center) and arrangements are made in advance with the center director for expected days of attendance. This flexibility is only feasible when it does not affect the financial solvency of the corporation or adversely impact our licensed capacity.

**B.) Recruit and Accommodate Parents on WPA or DSS Subsidies** - RDCA has always, and will continue to accept families who receive subsidies through the Department of Social Services Purchase of Care (POC), and the Montgomery County Working Parents Assistance (WPA) programs. We have also accepted vouchers from Military Assistance (NACCRRRA) Child Care Partnership and Federal Employee Education Assistance (FEEA). We advertise on our center Fact Sheet that we accept participants under these programs. The director discusses the programs at the enrollment interview and we have included this information in our parent handbook. We also waive the \$55.00 registration fee for WPA & POC.

**C.) Serve Children and Families with Special Needs** - All of our Centers have always been receptive to including children with differing abilities and needs. Through the years, we have had many children with special needs in our programs. We have had experience with children who have physical disabilities, medical issues (i.e., asthma, epilepsy, etc.), speech and language delays, hearing deficits, attention deficit disorder, developmental delays, sensory issues and other behavioral and emotional problems.

We make every effort to work with each child and each family so that the child's experience is successful. We offer parent/teacher meetings as frequently as needed, and provide support and referrals when appropriate.

We contract with The Family Support Center to provide professional consultation to our staff and to parents on an as needed basis. When requested, the consultants observe the interactions within the classrooms. They meet with the staff to discuss the situation and offer constructive advice and suggest management techniques that may help the staff work with children who are experiencing behavioral issues.

If developmental delays are suspected we make referrals to MCPS - Child Find

**D.) Accommodate Children and their families with limited English** - any written correspondence disseminated at the center can be made available in other languages, if needed. Translation for conversations can be made available with some advance notice. **Since the population at Bel Pre is comprised of at least 38% Hispanic/Latino families we would make sure this facility would have staff on board who speak fluent Spanish.**

## 6. Proposed Time Line for Start-up

Concern of timing for lic.

Once RDCA has been notified that we have been selected to operate the program at Bel Pre the following actions will be taken:

### **December 2014...**

- Advertise and conduct interviews for the director position

### **January 2015...**

- Schedule a meeting with Bel Pre Elementary Principal, Mrs. Carmen Van Zutphen, HHS Program Manager, Tamieka Thomasson and representatives of the selection committee to discuss the expectations of this program and establish a system of open communication between RDCA and the Bel Pre community.
- Notify licensing personnel of our intent to operate a program at Bel Pre Road and complete the application for license.
- Schedule appointment with fire marshal and licensing agent for inspection of the Bel Pre site
- Hire and provide orientation and training for center director
- Evaluate the space, and determine what is needed to comply with licensing regulations
- Distribute promotional materials (flyers & brochures) within the targeted community.
- Order large equipment for center (classroom furnishings)
- Advertise and conduct interviews for staff positions

### **February 2<sup>nd</sup> – 13<sup>th</sup>, 2015...**

- Begin enrollment appointments with prospective Bel Pre families
- Order small equipment, classroom educational supplies and materials, arts & crafts supplies, and outdoor gross motor equipment

### **February 16<sup>th</sup> – 27<sup>th</sup>, 2015...**

- Continue to advertise for and interview staff as needed
- Continue with enrollment appointments for prospective families
- Begin setting up classrooms
- Meet with licensing agent
- Assess any last minute needs for center
- Provide orientation and training for staff
- Staff finish setting up classrooms, develop lesson plans, etc.
- Provide parent & child orientations
- Order food, kitchen & housekeeping supplies for opening of center
- Continue with staff training and lesson plan development
- Host open house for the Bel Pre families and the community

### **March 2<sup>nd</sup>, 2015 – Center Opens**

- RDCA administration to continue to closely supervise, monitor and offer support to staff, children and parents

## Part C: BUDGET

7  
6  
6.5  
6.5

8  
7.5  
7  
7.5

### 1. Fee Schedule for RDCA/Bel Pre Road Child Development Center

*Please note: RDCA will maintain 2014 rates for this site in 2015.*

#### All Day Two/Three Program (2 & 3 year olds)

5 days	\$253.00 weekly	
3 days	\$170.00 weekly	
2 days	\$117.00 weekly	Drop-In = \$60.00 daily (with prior arrangement)

#### All Day Preschool (3 - 4 year olds)

5 days	\$223.00 weekly	
3 days	\$153.00 weekly	
2 days	\$106.00 weekly	Drop-In = \$55.00 daily (with prior arrangement)

#### Wrap-Around Care (Before & After MCPS Program (Pre-K & Head Start)

5 days	\$ 202.00 weekly	
3 days	\$ 142.00 weekly	
2 days	\$ 98.00 weekly	Drop-In = \$49.00 daily (with prior arrangement)

#### Part-time Preschool (Half Day – 3.5 hours)

5 days	\$421.00 monthly (follows MCPS calendar)
3 days	\$307.00 monthly (follows MCPS calendar)
2 days	\$244.00 monthly (follows MCPS calendar)

- The **registration fee**, and re-enrollment fee, is \$55.00 per family (waived for POC/WPA).
- **Part-time Preschool Program** is for 3.5 hours daily & follows the MCPS calendar.
- **A discount will be given to families with more than one child enrolled. A 10% deduction will be taken from the lowest weekly tuition.**
- Parents who attend 4 or more Board of Directors meetings per calendar year will receive one free week of tuition, applied toward the lowest tuition, in the last week of December.
- We accept vouchers from the Department of Social Services Purchase of Care (POC), Montgomery County Working Parents Assistance (WPA), and other government or corporate sponsored subsidy programs.
- **Tardiness Policy** - The fees charged when arriving past the closing time of the center, or the ending time of the selected program are : .50¢ a minute for the first 15 minutes, \$1.00 per minute for minutes 16 - 30, and, \$2.00 per minute for any time over 30 minutes.
- **Tuition for all Programs Includes:** field trips, (swimming during the summer) special events, breakfast & snacks, materials and all other costs related to the program.
- **Tuition Payments:** we accept checks (returned check fee \$25.00), money orders, automated draft payments, automated bank debits (ACH), and Credit Cards (VISA, MasterCard, Discover).

### 2. Start Up Budget & Operating Budget - Refer to Attachment A

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## Part D: PERSONNEL

RDCA priorities have been in establishing programs of excellence. We believe that the quality of care is directly related to the qualifications of the staff. Therefore, it has been, and continues to be, our practice to employ the most highly trained and professional staff available in today's market. **We will seek to have a diverse staff of nurturing, experienced and dedicated employees at the RDCA/Bel Pre CDC.**

Our staff to child ratio typically exceeds state licensing regulations. MSDE-OCC requires 1:6 ratio for toddlers with a max group size of 12. The ratio is 1:10 for 3 – 5 year olds with a max group size of 20. RDCA maintains 3 staff in each group (instead of the required 2) during the height of the program hours when all children are in attendance. We deem this necessary to carry out the daily routines with the children, and it enables us to provide the level of care we feel is crucial for a quality program.

### ***1. Proposed Staffing Pattern by Group***

**Director** - Full Time 8 hrs. daily - Hours vary dependent on center needs

#### **Two's/Three's Program**

7:00am - 3:00pm – CCTPS/Senior Staff

7:00am - 3:00pm - Teacher Aide

10:30am - 6:30pm – CCTPS/Lead Teacher

2:30pm - 6:30pm - Teacher Aide

#### **Preschool Program (3 – 4 year olds)**

7:00am - 3:00pm - CCTPS/Lead Teacher

7:00am - 3:00pm - Teacher Aide

10:30am - 6:30pm – CCTPS/Senior Staff

2:30pm - 6:30pm - Teacher Aide

Much of the support functions important for business operations such as collecting and recording tuition & maintaining customer accounts, staff payroll and personnel functions, insurance and benefits, accounts payable, financial reporting and budget preparation, writing policy and procedures manuals, developing curriculum, scheduling field trips & summer program events, and other administrative tasks are conducted at our administrative office. This enables our directors to focus their attention specifically on the daily operations of their center.

**The director's responsibilities are outlined in depth in the Staff Manual (Attachment B)**

The on-site director of the RDCA/Bel Pre CDC will have overall responsibility for managing the daily operations of the facility. This includes such vital functions as:

- ensuring appropriate staffing at all times
- hiring, training, supervising, and evaluating staff
- managing the waiting list and enrolling students
- fostering communication with parent/guardians and encouraging active involvement
- observing the children and programs daily
- maintain the center in compliance with all licensing regulations
- achieving and maintaining accreditation from MSDE
- maintaining inventories, requisitioning for all food, supplies and equipment
- ensuring the food program is in compliance with Child and Adult Care Food Program (CACFP) guidelines.
- maintaining accurate administrative records
- facilitating positive relationships with personnel of the public school, staff of county agencies and other organizations

Since the RDCA/Bel Pre CDC would be an affiliate program of RDCA, there are many levels of supervision that help ensure that our programs are operating at an optimum level. Our executive director and program directors routinely visit each location and are available to parents and staff as a resource.



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### **3. Pre-employment Orientation and On-going Professional Development**

Staff for the Bel Pre center will be actively recruited using on-line resources such as Craig's List & Barefoot Student, through local and college newspapers, on our website, and through current families and staff.

Applicants are generally referred to the RDCA administrative office as a first point of contact where they are initially screened. If the applicant is qualified they are referred to the center director. The director will conduct a formal interview with the prospective applicants. Professional references will be checked, required educational documentation and prior work experience will be verified and all hired employees will be subject to the state-mandated criminal background investigations and pre-employment medical.

Pre-employment training for staff hired at the Bel Pre Child Development Center will include an orientation to the center and to RDCA. This will be conducted by the center director or RDCA program director. During this orientation the facility will be toured, giving specific detail regarding; emergency evacuation procedures, location of first aid & safety precaution supplies, identifying staff who have first aid & CPR certification, the location of all telephones including important/emergency phone numbers, the location of the "classroom notebooks" which contain children's emergency info cards, attendance records, daily messages/notes from families, meal count records and other information pertinent to the classroom. RDCA policies and procedures are discussed in detail with particular attention given to the philosophy & objectives, indoor and outdoor supervisory guidelines, emergency procedures, discipline policy, nutrition, health and safety issues. State licensing regulations and curriculum guidelines are reviewed.

New employees are never left alone with a group of children until they know and feel comfortable with the children and are familiar with the daily schedule and routines. For new teachers the director or RDCA program coordinator will work jointly with them in the classroom until they demonstrate a level of comfort, group management and competency. The director and program directors of RDCA continuously observe the programs and offer support, guidance and are a resource to staff.

In keeping with our commitment to encourage staff development, RDCA provides opportunities, funding and time off from work for staff members to enroll in courses related to child development at local colleges, universities, and other training institutions. When appropriate, we refer staff to additional County resources available through the Montgomery County Child Care Resource and Referral Center (MCCCRRC) to assist them with furthering their education. The goal is for our staff to advance along the Maryland Child Care Credential continuum which helps them individually while also helping the RDCA center improve its' ranking in Maryland EXCELS.

The state licensing agency for child care programs; Maryland State Department of Education - Office of Child Care (MSDE-OCC), requires that all Directors and CCTPS (Lead Teachers and Senior Staff) have a minimum of 12 hours of continued training each year. Teacher Aides are required to complete 6 hours of continued training annually. All of this required training is fully funded by RDCA.

Staff at Bel Pre will receive the required professional development throughout the year for each year of their employment. Personal advancement is encouraged as it is our goal to have all employees earn at least an Associate degree and continue advancing to the next degree level. Training money is available for those taking education related courses. Professional development expenses for 2014 are estimated to reach \$13,000 and over 1000 hours of time off from work were used association wide. It is estimated the professional development costs for Bel Pre would run approximately \$1,500 for the first year.

### **4. Personnel and Grievance Policies -Refer to Attachment B (Staff Manual)**

## **Part E: Parent Involvement**

### ***1. Sample Flyer(s) - refer to RDCA - Attachment C***

### ***2. Parent Outreach and Registration/Admission Criteria***

Initial recruitment for participants in the program will be through flyers distributed through the school system at the Bel Pre Elementary and in the PTA newsletter and on their listserve. The director of the Bel Pre center will become a member of the PTA in order to further the school and community partnership.

Ads will be placed in local newspaper such as the Gazette and targeted neighborhood mailers. In addition, flyers will be distributed throughout the neighborhood as defined by the MCPS boundary for this school. Also, flyers will be posted at Wheaton & Aspen Hill Libraries, Giant in Aspen Hill, at Plaza Del Mercado, Michael's, Kohl's and other local businesses. In an effort to reach the majority population of this school, RDCA will develop promotional materials in both English and Spanish. We will make every effort to hire staff fluent in Spanish and will have translation services available.

**First priority for enrollment will be given to students of parents who work for the Montgomery County Government or Montgomery County Public Schools.** The next priority will go to siblings of students already enrolled. Finally, other enrollments will be selected on a first come - first served basis. Acceptance into the program will depend upon availability in the age group/program desired.

Once initial enrollment has taken place and the center has reached licensed capacity, interested applicants will be placed on a waiting list according to date of first contact, age of child and program needed. As openings occur the director will refer to the waiting list, assess the inquiries for priority consideration (County employee, child of school employee, sibling of enrolled student), and will contact families in order of earliest date of contact. Once called announcing an opening is available, the applicant is given a date to return the call. If that contact does not respond, the next person on the waiting list is contacted.

Registration for the program requires a scheduled appointment at the center with the director or designated administrative staff member. We feel it is imperative for the parent to visit the center with the child, and have a formal interview. During this interview process the parent has the opportunity to tour the center, meet the classroom staff, observe the program and make a decision as to whether they feel our center is a good match for their child and family. It is also a time for us to discuss daily schedules and any issues relevant to their child. In addition RDCA policies and procedures, financial obligations and important sections in the Parent Handbook are reviewed. With this personal format we hope to ensure that parents understand how the center operates and provides an opportunity for parents to have any questions answered.

## Part F: Program Plan

### 1. Daily Schedule for Each Age Group Served:

Key to regularly scheduled classroom activities - all age groups	
<b>Activity Centers</b>	purposeful play of the children's choosing in established activity center areas in the classroom. using real objects and child oriented prompts for blocks & construction, art, dramatic play, books, puppets, music, sand/water play, math, science, manipulatives, and, computers
<b>Large Motor Activities</b>	outdoor play (modified for indoors if inclement weather) children's choice to play on climbing equipment, in play structures, use riding toys, push toys or pull toys, play with balls, etc. and participate in teacher led large group games (i.e.; parachute activities, obstacle course, relays, etc.)
<b>Cognitive Skills</b>	class is divided into smaller groups to work on age appropriate readiness skills in reading, writing, math and fine motor skill development with teachers
<b>Theme Project</b>	class works either as a whole or is divided into smaller groups and participates in learning activities around the weekly theme - directed by the teacher. Activities may be related to science & nature discovery, social studies, creative arts and also can reinforce reading, writing and math concepts
<b>Circle Time</b>	With the teacher - the class reviews the calendar (month, day of week & date), discusses the day's weather and introduces the day's planned theme activities
<b>Music &amp; Movement</b>	as a group children will sing songs, play with instruments, and participate in movement, and dance activities led by the staff
<b>Language Arts</b>	children look at books on their own or there is a teacher led activity utilizing puppets, flannel boards or reading to the children
<b>Group Game</b>	teacher led indoor group games to promote socialization, team work & cooperation
<b>Table Top Activities</b>	may use manipulative learning materials, free art, books, puzzles, board games, etc.
<b>Rest Time</b>	a quiet period, providing cots or mats, when the children can rest or sleep. Individual quiet activities are provided for those children not sleeping
<b>Meal Service</b>	<b>Breakfast, Lunch or Snack:</b> children are seated and participate in "family style" meal service where they can make choices on how much and what meal components to serve themselves from the selections provided
<b>Transition</b>	the period of time between two scheduled activities may include clean up as needed from the previous activity before proceeding to the next activity, and a teacher directed lead in activity (i.e. a song, story, finger play or game, etc.)
<b>Personal Hygiene</b>	children use the restroom, wash their hands, and attend to personal grooming. <i>Hand-washing occurs before all meals, before and after some activities, and after outdoor play. Transition activities occur during personal hygiene</i>

## 2. Food Service

Our centers provide a nutritious breakfast and two supplements daily. The AM supplement is served at the lunch hour and is provided to enhance the child's lunch from home. This supplement will consist of milk and a fruit or vegetable. Children may bring a bag lunch or pre-cooked food that is microwave-ready and needs only reheating.

All children enrolled can participate in our child care food program as long as they are present at the time the breakfast and two supplements are scheduled to be served. RDCA does not discriminate against any child regardless of race, color, creed, ethnic origin or financial status. We comply with all conditions under the Title VI Civil Rights Act of 1964.

Breakfast and the supplements are prepared on site by our center staff. Menus are planned in advance and are posted in each classroom. Staff are made aware of individual children's food allergies, or religious dietary restrictions, and work with parents to ensure that appropriate food substitutions are available for each child. The breakfast and supplements provided meet the United States Department of Agriculture (USDA) Child and Adult Care requirements. RDCA promotes healthy eating habits and encourages children to eat a well-balanced nutritious meal in a relaxed, "family style" atmosphere.

### Sample Menu for two weeks:

Week 1	Monday	Tuesday	Wednesday	Thursday	Friday
<b>Breakfast</b>	Whole Wheat Bagel w/cream cheese Sliced Strawberries 1% Milk	Blueberry Mini Muffin Applesauce 1% Milk	Cream of Wheat Peach Slices 1% Milk	Pancakes Cantaloupe Pieces 1% Milk	Cheerios Cereal Pineapple Tidbits 1% Milk
<b>AM Supplement</b>	Baked Beans 1% Milk	Cucumber Slices 1% Milk	Watermelon Pieces 1% Milk	Cooked Corn Niblets 1% Milk	Sliced Tomato & lettuce 1% Milk
<b>PM Snack</b>	Cheese Quesadilla Mango Slices Water	Soft Pretzel Orange Juice	Lorne Doone Cookies 1% Milk	Pita Bread Wedge Hummus Grape Juice	Tuna Salad on Wheat Bread 1% Milk
Week 2	Monday	Tuesday	Wednesday	Thursday	Friday
<b>Breakfast</b>	Whole Wheat Toast w/butter & jelly Diced Pears 1% Milk	Oatmeal Sliced Apples 1% Milk	Wheaties Cereal Sliced Banana 1% Milk	Egg & Cheese Biscuit Honey Dew Pieces 1% Milk	Raisin Bran Cereal Orange Wedges 1% Milk
<b>AM Supplement</b>	Tossed Salad 1% Milk	Cooked Carrots 1% Milk	Applesauce 1% Milk	Mashed Potatoes 1% Milk	Cooked Broccoli 1% Milk
<b>PM Snack</b>	Macaroni and Cheese 1% Milk	English Muffin Pizza White Grape Juice	Broccoli Slaw in Flour Tortilla w/ranch dip 1% Milk	Choice of Cereal Sliced Apples 1% Milk	Bean, Rice & Cheese Burrito Orange Juice

Water is available at every meal service. Milk is always 1%. Juice, if served, is 100% fruit juice. An alternate is always available for each meal. Cereal for breakfast. Cheese & crackers for snack.

## 4. Discipline Policy

Growing up is a time of testing limits and expressing individuality. Every child is unique and needs clear, realistic and consistent limits in order to feel secure in their environment. Children need to be given understandable guidelines for their behavior if they are to be able to develop their own internal controls. Therefore, each situation will be handled individually. RDCA's approach to discipline is one of explaining and guiding, rather than punishment. Our goal is to set a positive tone in the classroom where appropriate behaviors are modeled by adults. Children will be recognized for positive actions and negative behaviors will be redirected. The aim is to help the children develop self-discipline and promote self-esteem. Staff are forbidden from using any form of physical or emotional punishment. Children will not be humiliated or demeaned for inappropriate behavior. Inappropriate or disruptive behavior will be handled first by discussion, followed by redirection. Time out or the removal of the child from the group will be used when necessary.

Discussion and Redirection	
1.	Allow the child the opportunity to calm down and talk about what has happened. Help the child to verbalize feelings of anger, fear, etc. Remember to speak to the child at eye level.
2.	Children will, through encouragement and demonstration, be shown how to problem solve. Staff will discuss why the behavior is inappropriate and help the child develop different ways to handle their frustration or anger. Positive reinforcement will be given when the appropriate behavior is displayed.
3.	Children are not to be forced to apologize or explain their actions. The staff should help the child understand how their actions or words have made the other child/adult feel. Explain to them the consequences of their actions.
4.	If a staff member is having difficulty relating to a child or handling a situation, another staff member may be asked to assist.
5.	Children are to have natural and/or logical consequences for their behavior as an alternative to time out.
6.	Staff are to redirect the child to another activity. If the child is having trouble choosing, staff should offer alternative choices. Perhaps an activity involving a smaller group, or an individual activity, would be appropriate.
Time Out	
1.	Occasionally, it may be necessary to remove a child from an activity or from the group, if the behavior is too disruptive or harmful to others. This allows the child to gain his/her composure.
2.	The child will not be removed for more than one minute for each year of age, such as 5 minutes for a kindergarten age child.
3.	The child will remain in the classroom and will be within sight and hearing range of a staff member at all times. A specific place shall not be identified as such or used for time out.
4.	After the allotted time, and the child has regained composure, a staff member will talk with the child.
5.	Physical restraint will only be used in instances when it is necessary to prevent a child from injuring herself/himself or others.
Separation from the classroom	
1.	If a child's behavior is uncontrollable or has been repeated, the staff should seek assistance from the director or assistant director.
2.	If a child's behavior is abusive and cannot be calmed through discussion, redirection, separation or time out, the parent/guardian will be called and asked to pick up their child for the day.
3.	If the staff have continued concerns about a child's behavior in the classroom, the parent/guardian will be notified and a conference scheduled to discuss concerns and develop strategies. Parents/Guardians are expected to work with the teachers and director in finding effective solutions for the behavior problems. Appropriate referrals could be made for professional assistance.
4.	If the child's behavior does not improve after meeting with the parent/guardian and receiving outside intervention, the child may be asked to leave the program.
5.	Children whose actions pose a repeated emotional threat, overt or implied, to other children or staff will be asked to leave the program. This includes bullying behavior such as verbal abuse, physical threats, or psychological intimidation.
Disrespectful and Unacceptable Behaviors	
1.	Hurting others, either with words or with actions.
2.	Running away from the staff.
3.	Using inappropriate language, including the use of profanity and making obscene gestures.
4.	Destruction or misuse of property, either that of the center or that belonging to another child or staff member.
5.	Possessing weapons of any kind.
6.	Possessing or using alcohol, tobacco, drugs or any controlled substances.

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## 1. Experience

RDCA has experience with the accreditation process with the National Association for the Education of Young Children (NAEYC) and the Maryland State Department of Education (MSDE). Our administrative staff and center directors have longevity with the Association and are familiar with the accreditation process. The staff who have gone through accreditation previously will be available to assist and mentor staff at the RDCA/Bel Pre Child Development Center to achieve accreditation. RDCA will pursue accreditation from MSDE for the preschool and pre-k readiness programs.

## 2. History

RDCA's first experience with accreditation of our programs began in 1995 with our Wintergreen Center when this center sought and achieved accreditation from the National Association for the Education of Young Children (NAEYC). At that time, the Wintergreen center had one of the largest preschool components of all of the RDCA centers and we felt it important to pursue the NAEYC accreditation at this center first. Our other programs with preschool components; Maryvale, and Woodlin CDC soon followed suit and became NAEYC accredited.

Beginning in 2008 RDCA migrated toward MSDE accreditation in place of NAEYC accreditation as we felt this made for an easier and more seamless transition from early childhood into the MCPS system.

Presently, our Maryvale Child Development Center, Sargent Shriver Child Development Center, Wintergreen Child Development Center and our Woodlin Child Development Center all have MSDE accreditation. Our other two program locations; Ashburton Child Development Center and Bradley Child Development Center are school age only centers. We will initiate the accreditation process for these sites once MSDE institutes a school age accreditation.

## **PART H. Other**

### ***1. Applicant's non-profit, tax exempt status - Refer to Attachment G***

### ***2. Insurance Coverage:***

RDCA will obtain at our own expense, and maintain throughout the duration of our lease with Montgomery County, MD, the required insurance with an insurance provider licensed and qualified to do business in the State of Maryland. Certificate of Insurance will be provided.

Coverage will include:

- |                                |  |
|--------------------------------|--|
| Workmen's Compensation -       | Bodily Injury by accident, \$100,000 each accident<br>Bodily Injury by disaster, \$500,000 policy limits<br>Bodily Injury by disaster, \$100,000 each employee   |
| Commercial General Liability - | Bodily Injury & Property Damage, \$1,000,000 per occurrence, to include contractual liability, premise & operations and independent contractors  |
| Automobile -                   | Bodily Injury, \$500,000 each person, \$1,000,000 per Occurrence, for RDCA owned school busses and/or Chartered busses for field trips or emergency evacuation<br>Property Damage, \$300,000 each occurrence |
| Additionally Insured -         | Montgomery County Government will be listed as additionally insured  |

Sixty days written notice will be provided to the Department of Facilities and Services if the policy is cancelled or there are any material changes made. The Certificate holder shall be named as:

Montgomery County Government  
Division of Risk Management  
101 Monroe Street, 15<sup>th</sup> Floor  
Rockville, Maryland 20850

4. List the names and addresses of all bank references

Wells Fargo Business Banking Division  
Debbie Rinehart - Assistant Vice President  
7901 Wisconsin Ave. 3rd Floor  
Bethesda, MD 20814 #301-907-2041

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?

YES       

NO ✓

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?

YES ✓

NO       

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



**NOTIFICATION OF PROPRIETARY INFORMATION**

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

Name of Applicant Rockville Day Care Association, Inc.

Indicate specific pages or attachments which are proprietary financial information:

Page 26 and 27: Statement of Financial  
Responsibility, Plus the attached two years  
Financial statements

Signature James Bordin

Date November 5, 2014

Please return this form with your application.

## **Attachment A – Start Up & Operating Budget for Bel Pre**

### **Start Up Budget – (December 2014 – February 2015) - \$35,600**

**Personnel - \$14,500** (for new director to begin in December)

**Office Equipment - \$4,000** (desk/phones/computer/refrigerator/microwaves/storage & file cabinet)

**Office Supplies - \$300** (paper/notebooks/files, etc)

**Classroom Equipment - \$10,000** (tables/chairs/shelving/moveable storage/play pieces/cots)

**Classroom Teaching Aides - \$3,000** (Toys/Games/Manipulatives/Books/Arts & Crafts, etc)

**Outdoor Equipment - \$2,500** (riding toys/push & pull toys/balls/parachute/obstacle course)

**Miscellaneous Supplies - \$500** (cleaning/repair & maintenance, etc)

**Program Advertising - \$800**

Funds available in the Rockville Day Care Association checking account will be used as the Start-Up money for this center.

### **Operating Budget – (March 1, 2015 – December 31, 2015) - \$284,220**

**Personnel** (Salaries, Worker's Comp, MD Unemployment, FICA & all Benefits) – **\$235,720**

**Supplies** (Office, Educational, Kitchen, Food, Health, Recreation & Misc.) – **\$20,800**

**Equipment** (Office, Kitchen, Classroom, Playground, Storage) – **\$600**

**Transportation** (Field Trips & Swim, Staff Mileage, Vehicle Fuel & Repair) – **\$4,900**

**General Expenses** (Communications, Printing, Insurance, Repair & Maintenance, Advertising, Professional Development, Equipment Leasing, Rent, Special Occasions for Children, Parents & Staff, Special Events, Board of Directors, Public Relations) – **\$22,200**

### **Projected Revenue - \$ 287,936**

Income for the operating budget is based on 44 weeks of tuition since the program opens in March.

We are assuming enrollment of at least 88% of the total center capacity.

During the first year of operation, this site will not be assessed any percentage of the RDCA administrative expenses. In subsequent years, as with all RDCA locations, this center will share a small percentage for administrative overhead.

Our 2014 child care tuition rates are being used for Bel Pre and will be held through 2015.

**ROCKVILLE DAY CARE ASSOCIATION, INC.**  
Monthly Financial Report  
All Centers

January 1 - September 30, 2014

<b>EXPENSES</b>	<b>Budgeted 2014</b>	<b>Expenses September</b>	<b>Expenses to date</b>	<b>% Budget to date *</b>
<b>Personnel Expenses</b>				
101 - Wages -- Admin Staff	\$357,959.00	\$25,064.62	\$254,251.63	71%
102 - Wages -- Center Staff	\$2,218,451.00	\$166,373.19	\$1,575,274.75	71%
121A - Md Unemployment (admin)	\$2,400.00	\$19.39	\$2,098.55	87%
121B - Md Unemployment (center)	<u>\$23,800.00</u>	<u>\$798.41</u>	<u>\$19,300.03</u>	<u>81%</u>
121 - Md Unemployment (total)	\$26,200.00	\$817.80	\$21,398.58	82%
122 - Workers' Comp -- All Staff	\$22,157.00	\$2,690.99	\$19,199.83	87%
150A - Employer's FICA (admin)	\$27,530.00	\$1,858.75	\$18,901.99	69%
150B - Employer's FICA (center)	<u>\$169,712.00</u>	<u>\$12,405.59</u>	<u>\$117,418.86</u>	<u>69%</u>
150 - Employer's FICA (total)	\$197,242.00	\$14,264.34	\$136,320.85	69%
152A - Health Insurance (admin)	\$22,000.00	\$1,113.04	\$12,007.98	55%
152B - Health Insurance (center)	<u>\$189,380.00</u>	<u>\$13,938.11</u>	<u>\$139,094.46</u>	<u>73%</u>
152 - Health Insurance (total)	\$211,380.00	\$15,051.15	\$151,102.44	71%
154 - Criminal Record Checks (center)	\$2,460.00	\$312.00	\$1,544.50	63%
155 - Retirement Benefit (center)	\$240.00	\$15.00	\$175.00	73%
156 - Referral Bonus (center)	\$1,000.00	\$25.00	\$300.00	30%
157A - 401K Match (admin)	\$2,900.00	\$167.46	\$1,723.13	59%
157B - 401K Match (center)	<u>\$5,936.00</u>	<u>\$358.32</u>	<u>\$3,038.26</u>	<u>51%</u>
157 - 401K Match (total)	\$8,836.00	\$525.78	\$4,761.39	54%
158A - End-of-Year Bonus (admin)	\$0.00	\$0.00	\$0.00	NA
158B - End-of-Year Bonus (center)	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>NA</u>
158 - End-of-Year Bonus (total)	\$0.00	\$0.00	\$0.00	NA
159 - Miscellaneous (total)	\$0.00	\$0.00	\$0.00	NA
<b>Total Personnel Expenses</b>	<b>\$3,045,925.00</b>	<b>\$225,139.87</b>	<b>\$2,164,328.97</b>	<b>71%</b>

**Supplies**

201A - Office Supplies (admin)	\$6,000.00	\$342.97	\$3,105.23	52%
201B - Office Supplies (center)	<u>\$8,200.00</u>	<u>\$455.64</u>	<u>\$5,577.68</u>	<u>68%</u>
201 - Office Supplies (total)	\$14,200.00	\$798.61	\$8,682.91	61%
202A - Arts and Crafts Supplies (center)	\$12,400.00	\$73.83	\$7,763.54	63%

**ROCKVILLE DAY CARE ASSOCIATION, INC.**  
Monthly Financial Report  
All Centers

January 1 - September 30, 201

	<b>Budgeted 2014</b>	<b>Expenses September</b>	<b>Expenses to date</b>	<b>% Budget to date *</b>
404 - Vehicle Repair & Fuel	\$25,000.00	\$903.70	\$12,114.78	48%
405 - Children's Transportation to MCPS	\$1,800.00	\$422.34	\$1,226.04	68%
Total Travel/Transp. Expenses	\$64,560.00	\$1,685.68	\$46,445.38	72%
<b>General Expenses</b>				
501A - Communications (admin)	\$10,000.00	\$413.52	\$3,319.50	33%
501B - Communications (center)	\$14,600.00	\$1,131.86	\$10,352.29	71%
501 - Communications (total)	\$24,600.00	\$1,545.38	\$13,671.79	56%
502A - Printing (admin)	\$200.00	\$0.00	\$0.00	0%
502B - Printing (center)	\$300.00	\$0.00	\$0.00	0%
502 - Printing (total)	\$500.00	\$0.00	\$0.00	0%
503 - Insurance (total)	\$35,000.00	\$0.00	\$24,963.94	71%
504A - Repair and Maintenance (admin)	\$700.00	\$0.00	\$218.75	31%
504B - Repair and Maintenance (center)	\$8,250.00	\$994.55	\$8,670.73	105%
504 - Repair and Maintenance (total)	\$8,950.00	\$994.55	\$8,889.48	99%
505A - Staff Advertising (center)	\$1,000.00	\$100.00	\$450.00	45%
505B - Program Advertising (total)	\$7,000.00	\$300.00	\$3,410.39	49%
506A - Prof Development (admin)	\$1,500.00	\$0.00	\$975.00	65%
506B - Prof Development (center)	\$11,150.00	\$205.62	\$7,744.82	69%
506 - Prof Development (total)	\$12,650.00	\$205.62	\$8,719.82	69%
507A - Equip Lease, Serv Charges (admin)	\$15,000.00	\$660.57	\$9,376.48	63%
507B - Equip Lease, Serv Charges (center)	\$15,500.00	\$2,417.04	\$22,625.81	146%
507 - Equip Lease, Serv Charges (total)	\$30,500.00	\$3,077.61	\$32,002.29	105%
508A - Rent and Utilities (admin)	\$53,000.00	\$4,629.79	\$40,292.15	76%
508B - Rent and Utilities (center)	\$203,760.00	\$9,589.59	\$147,336.89	72%
508 - Rent and Utilities (total)	\$256,760.00	\$14,219.38	\$187,629.04	73%
509A - Spec Occasions Children (center)	\$3,400.00	\$7.50	\$1,153.26	34%
509D - Spec Occasions Staff Retirement	\$700.00	\$0.00	\$751.45	107%
509P - Sp Occasions Parents/Chn (center)	\$2,800.00	\$332.58	\$2,281.61	81%
509R - Special Occasions Staff (admin)	\$225.00	\$0.00	\$107.30	48%
509S - Special Occasions Staff (center)	\$3,300.00	\$2,053.54	\$3,575.70	108%
509 - Special Occasions Staff (total)	\$3,525.00	\$2,053.54	\$3,683.00	104%
509U - Staff Anniversaries (admin)	\$0.00	\$0.00	\$0.00	NA
509V - Staff Anniversaries (center)	\$1,950.00	\$0.00	\$0.00	0%
509 - Staff Anniversaries (total)	\$1,950.00	\$0.00	\$0.00	0%

**ROCKVILLE DAY CARE ASSOCIATION, INC.**  
Monthly Financial Report  
All Centers

January 1 - December 31, 2013

<b>EXPENSES</b>	<b>Budgeted 2013</b>	<b>Expenses December</b>	<b>Expenses to date</b>	<b>% Budget to date *</b>
<b>Personnel Expenses</b>				
101 - Wages -- Admin Staff	\$316,254.00	\$25,096.42	\$332,698.19	105%
102 - Wages -- Center Staff	\$2,026,745.00	\$151,190.53	\$1,973,486.01	97%
121A - Md Unemployment (admin)	\$2,295.00	\$26.90	\$2,492.51	109%
121B - Md Unemployment (center)	<u>\$37,138.00</u>	<u>\$740.52</u>	<u>\$24,890.16</u>	<u>67%</u>
121 - Md Unemployment (total)	\$39,433.00	\$767.42	\$27,382.67	69%
122 - Workers' Comp -- All Staff	\$17,339.00	\$1,541.69	\$19,378.11	112%
150A - Employer's FICA (admin)	\$24,193.00	\$1,846.81	\$24,563.98	102%
150B - Employer's FICA (center)	<u>\$155,046.00</u>	<u>\$11,290.88</u>	<u>\$146,724.71</u>	<u>95%</u>
150 - Employer's FICA (total)	\$179,239.00	\$13,137.69	\$171,288.69	96%
152A - Health Insurance (admin)	\$19,900.00	\$1,551.83	\$18,617.76	94%
152B - Health Insurance (center)	<u>\$160,452.00</u>	<u>\$13,353.85</u>	<u>\$145,094.77</u>	<u>90%</u>
152 - Health Insurance (total)	\$180,352.00	\$14,905.68	\$163,712.53	91%
54 - Criminal Record Checks (center)	\$1,980.00	\$120.00	\$2,834.00	143%
155 - Retirement Benefit (center)	\$240.00	\$20.00	\$230.00	96%
156 - Referral Bonus (center)	\$1,000.00	\$150.00	\$300.00	30%
157A - 401K Match (admin)	\$2,571.00	\$222.24	\$2,754.99	107%
157B - 401K Match (center)	<u>\$6,720.00</u>	<u>\$282.60</u>	<u>\$3,650.37</u>	<u>54%</u>
157 - 401K Match (total)	\$9,291.00	\$504.84	\$6,405.36	69%
158A - End-of-Year Bonus (admin)	\$0.00	\$0.00	\$0.00	NA
158B - End-of-Year Bonus (center)	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>NA</u>
158 - End-of-Year Bonus (total)	\$0.00	\$0.00	\$0.00	NA
159 - Miscellaneous (total)	\$2,500.00	\$0.00	\$0.00	0%
Total Personnel Expenses	\$2,774,373.00	\$207,434.27	\$2,697,715.56	97%
<b>Supplies</b>				
201A - Office Supplies (admin)	\$10,000.00	\$1,316.49	\$6,943.64	69%
201B - Office Supplies (center)	<u>\$10,000.00</u>	<u>\$841.98</u>	<u>\$8,573.83</u>	<u>86%</u>
201 - Office Supplies (total)	\$20,000.00	\$2,158.47	\$15,517.47	78%
202A - Arts and Crafts Supplies (center)	\$14,000.00	\$3,843.71	\$13,343.29	95%

# **ROCKVILLE DAY CARE ASSOCIATION, INC.**

Monthly Financial Report  
All Centers

January 1 - December 31, 201

	<b>Budgeted 2013</b>	<b>Expenses December</b>	<b>Expenses to date</b>	<b>% Budget to date *</b>
404 - Vehicle Repair & Fuel	\$25,000.00	\$0.00	\$16,965.03	68%
405 - Children's Transportation to MCPS	\$1,725.00	\$0.00	\$1,689.37	98%
Total Travel/Transp. Expenses	\$69,585.00	\$1,224.75	\$48,989.80	70%
<b>General Expenses</b>				
501A - Communications (admin)	\$6,500.00	\$514.80	\$4,911.18	76%
501B - Communications (center)	<u>\$13,200.00</u>	<u>\$1,205.13</u>	<u>\$14,339.99</u>	<u>109%</u>
501 - Communications (total)	\$19,700.00	\$1,719.93	\$19,251.17	98%
502A - Printing (admin)	\$180.00	\$0.00	\$0.00	0%
502B - Printing (center)	<u>\$300.00</u>	<u>\$0.00</u>	<u>\$247.00</u>	<u>82%</u>
502 - Printing (total)	\$480.00	\$0.00	\$247.00	51%
503 - Insurance (total)	\$40,000.00	\$2,513.06	\$34,405.57	86%
504A - Repair and Maintenance (admin)	\$500.00	\$0.00	\$684.93	137%
504B - Repair and Maintenance (center)	<u>\$12,370.00</u>	<u>\$80.69</u>	<u>\$6,210.83</u>	<u>50%</u>
504 - Repair and Maintenance (total)	\$12,870.00	\$80.69	\$6,895.76	54%
505A - Staff Advertising (center)	\$1,000.00	\$0.00	\$824.98	82%
505B - Program Advertising (total)	\$15,000.00	\$1,832.90	\$12,556.45	84%
506A - Prof Development (admin)	\$1,800.00	\$0.00	\$1,081.83	60%
506B - Prof Development (center)	<u>\$12,350.00</u>	<u>\$260.00</u>	<u>\$9,163.19</u>	<u>74%</u>
506 - Prof Development (total)	\$14,150.00	\$260.00	\$10,245.02	72%
507A - Equip Lease, Serv Charges (admin)	\$19,000.00	\$2,626.17	\$15,770.65	83%
507B - Equip Lease, Serv Charges (center)	<u>\$15,400.00</u>	<u>\$1,213.25</u>	<u>\$16,743.24</u>	<u>109%</u>
507 - Equip Lease, Serv Charges (total)	\$34,400.00	\$3,839.42	\$32,513.89	95%
508A - Rent and Utilities (admin)	\$52,545.00	\$4,304.82	\$51,783.93	99%
508B - Rent and Utilities (center)	<u>\$228,000.00</u>	<u>\$23,012.45</u>	<u>\$200,648.35</u>	<u>88%</u>
508 - Rent and Utilities (total)	\$280,545.00	\$27,317.27	\$252,432.28	90%
509A - Spec Occasions Children (center)	\$5,600.00	\$242.81	\$1,666.85	30%
509P - Sp Occasions Parents/Chn (center)	\$3,100.00	\$722.46	\$1,861.95	60%
509R - Special Occasions Staff (admin)	\$225.00	\$0.00	\$25.00	11%
509S - Special Occasions Staff (center)	<u>\$3,675.00</u>	<u>\$1,168.60</u>	<u>\$4,039.25</u>	<u>110%</u>
509 - Special Occasions Staff (total)	\$3,900.00	\$1,168.60	\$4,064.25	104%
509U - Staff Anniversaries (admin)	\$900.00	\$900.00	\$900.00	100%
509V - Staff Anniversaries (center)	<u>\$800.00</u>	<u>\$600.00</u>	<u>\$600.00</u>	<u>75%</u>
509 - Staff Anniversaries (total)	\$1,700.00	\$1,500.00	\$1,500.00	88%

"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 which shall apply to the entire facility. Waiver application must be submitted at annual lease renewal.

- 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.
- 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.

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.

- 3) The provider will serve children with handicapping conditions. Waiver will be considered on a case by case basis for sites which meet the following criteria:
- child or children must be designated as child with handicapping conditions by physician or authorized agency.
  - 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, specialized equipment) and that this cost has ongoing impact to financial viability of program.
- 4) Annual certification with documentation shall be required. Waivers will be forfeitted 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 may be applied to the following lease year.
- 5) Centers may apply for consideration of waiver if #1 and #4 partially apply. DFS may wave all or a portion of capital cost fee if cost to program is equal to or greater than capital cost fee.



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

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 and present documentation for verification by County Government. (you may use additional pages as necessary).

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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 \_\_\_\_\_

Provider Name: Rockville Day Care Association, Inc.

7-27-15

[illegible]

## Exhibit E

### MANDATORY INSURANCE REQUIREMENTS LICENSE AGREEMENT

#### *License Agreement for Day Care Providers Using Space Provided by Montgomery County (property either owned or leased by County)*

Prior to the execution of the License by the County, the Licensee must obtain at their own cost and expense the following insurance with an insurance company/companies licensed to do business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of License, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed Licensee shall provide a copy of the insurance policies. The Licensee's insurance shall be primary.

#### Commercial General Liability

A minimum limit of liability of *two million dollars (\$2,000,000)*, combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Contractors
- Products and Completed Operations
- Fire Legal Liability

#### *Daycare Operations*

#### Automobile Liability Coverage

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:

- owned automobiles
- hired automobiles
- non-owned automobiles

#### Worker's Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' Liability limits:

- Bodily Injury by Accident - \$100,000 each accident*
- Bodily Injury by Disease - \$500,000 policy limits*
- Bodily Injury by Disease - \$100,000 each employee*

#### Property -- Fire, Theft and Vandalism to Cover Licensee's Contents at Licensed Premises

#### Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on the Licensee's Commercial and Excess/Umbrella Insurance for liability arising out of the Licensee's products, goods and services provided under this License.

Policy Cancellation

Forty-Five (45) days written notice of cancellation or material change of any of the policies is required unless a greater period is required by law.






Certificate Holder

Montgomery County, Maryland  
Department of General Services  
Attention: Real Estate Department  
101 Monroe Street, 9<sup>th</sup> floor  
Rockville, Maryland 20855

**EXHIBIT E**

## EXHIBIT F

### RESOURCE CONSERVATION POLICY AND GUIDELINES

-  Board of Education Policy On Energy Conservation
-  Electricity Guidelines
-  Heating Guidelines
-  Food Preparation Guidelines
-  Water Use Guidelines

# POLICY

## BOARD OF EDUCATION OF MONTGOMERY

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Related Entries: ECM, ECM-RA  
Responsible Office: Supportive Services

### Energy Conservation

#### A: PURPOSE

To ensure that Montgomery County Public Schools pursues energy conservation efforts and practices that continue to preserve our natural resources while providing a safe and comfortable learning environment for all staff and students

#### B. ISSUE

The nation is experiencing a depletion of its natural resources which include crude oil, natural gas, and other energy sources. The Montgomery County Public Schools is committed to reducing its consumption of natural resources and still improving the quality of its educational programs. The Montgomery County Board of Education desires to work with other agencies of government and plan school system activities so that the learning environment of essential education programs are not curtailed or compromised.

#### C. POSITION

1. The superintendent of schools shall continue to establish procedures to ensure the conservation of natural resources by personnel at all levels of the school system, which shall include the following practices:
  - a) Generation of a system-wide resource conservation plan that outlines goals and objectives
  - b) Development of acceptable energy conservation guidelines as outlined in the resource conservation plan
  - c) Continued development and implementation of conservation programs
  - d) Performance of energy studies on all new MCPS construction
  - e) Monitoring the general operation and maintenance of all heating, ventilation and air-conditioning equipment

- f) Procurement and consumption management of fossil fuels and electricity
  - g) Continuing reminders to staff and students of the need for conservation of all natural resources
2. MCPS will participate in a coordinated effort by government authorities to establish appropriate resource conservation plans and utility price monitoring systems to ensure that public schools have adequate supplies of essential fuels and can obtain these at the best possible prices.

#### **D. DESIRED OUTCOME**

Create a healthy and comfortable learning environment while controlling energy consumption more efficiently and diverting the otherwise rising utility costs towards educational programs. Continue development of energy conservation efforts that proportionally reduces energy consumption in new and existing facilities.

#### **E. IMPLEMENTATION STRATEGIES**

1. Should natural resources be insufficient to meet normal operating needs, the superintendent will develop further plans for the consideration of the Board of Education to conserve energy.
2. Copies of this policy and the annual resource conservation plan will be sent to appropriate school system and county government officials.

#### **F. REVIEW AND REPORTING**

This policy will be reviewed on an on-going basis in accordance with the Board of Education's policy review process.

*Policy History:* Adopted by Resolution No. 654-73, November 13, 1973; amended by Resolution No. 285-97, May 13, 1997.



## MCPS RESOURCE CONSERVATION GUIDELINES

### *Electricity*

1. **Temperature Set Point:** The maximum cooling level is 76° F. Set thermostats accordingly. Some temperature variation will occur as equipment cycles on and off. Report cooling problems only if room temperature measured with a thermometer stays three degrees or more above or below set point.
2. **Controls:** Do not attempt to tamper with energy management or HVAC controls on equipment. Any problems with controls or equipment should be dealt with promptly through the work order system. Provide frequent inspection of pneumatic controls, including system filter/dryer, automatic bleed, and compressor run time. Test and calibrate all pneumatic thermostats at the start of each cooling season.
3. **Computers:** Shutting down computers not in use is important. Computers in our schools consume more energy than the lighting. **Teachers and students should shut down the computer at the end of each use, unless a new user is waiting.** Sweeps should be made to shut down all computers immediately after school hours and before weekends, holidays, and breaks. Use of **flat panel monitors** is encouraged whenever procuring new displays. Flat panel monitors use 70 percent less energy than CRT models and help reduce excessive heat build-up in computer labs and closets.
4. **Lights:** Teachers should ensure lights are turned off when leaving the classrooms unoccupied, even for a few minutes. Every effort should be made to avoid accidentally leaving lights on in storerooms, crawl spaces, attics, and other unoccupied spaces. Corridor lighting should be reduced in over-illuminated areas and turned off during unoccupied periods. Gym, auditorium, and stadium lights should be controlled on a tight schedule. Gym lights should be turned off during class periods when the gym is not in use.
5. **Light Levels:** Light levels may be reduced to the acceptable levels for different activities as listed on the attached chart: **Recommended Footcandle Levels.** Your SERT Energy Facilitator will provide you with instruments and instructions to successfully reduce light levels and save energy.
6. **Task Lighting:** Use a desk lamp (with compact fluorescent bulb) instead of overhead lighting as much as possible, especially at teaching stations when students are out. Computer labs should use compact fluorescent uplights (torchiere lamps) to improve visibility of computer screens, and save energy by turning out overhead lights.
7. **Lighting Maintenance:** Maintain automatic lighting controls, occupancy sensors, or daylight sensors where installed. Light fixtures and lenses should be cleaned annually and the date documented.
8. **Daylighting:** Whenever possible, teachers should utilize natural light instead

of artificial light. Window shades should be adjusted to make best use of daylighting. Most classroom lights are controlled by two or more switches, so artificial lighting can be reduced when daylight is available.

**9. Exterior Lighting:** All outside lighting should be **off** during daylight hours. Building security lighting should be on from dusk to dawn daily. Parking lot lights should be turned off at the close of the regular school day or evening activities (by 12:00 midnight at the latest) and back on at 6:00 a.m., to dawn (unless sunrise is before 6:00 a.m.) Building service managers should notify the maintenance depot of any irregularities in exterior lighting control.

**10. Cleaning Crews:** All lights are to be turned **off** when students and teachers leave school. Building service workers are to turn on lights only in the areas in which they are currently working.

**11. Holidays and Breaks:** All electrical equipment should be shut down or unplugged per checklists before long weekends and school breaks.

**12. Off-Peak Use:** When possible, electricity use (for kilns, laminators, etc.) should be scheduled prior to 12:00 noon when lower, off-peak rates are in effect.

**13. Infiltration Control:** All windows and outside doors are to be kept closed when cooling systems are in operation. Corridor doors and doors to classrooms should remain closed when HVAC is provided. Doors to gyms and pools are to be kept closed. Report faulty door closers to the maintenance depot.

**14. Vending Machines:** Vending machines are major electric users that often cost more to operate than the school receives in revenues. A typical soft drink machine costs over \$500 per year to operate. Measures should be taken to minimize the number of vending machines and the hours of use.

- a. Review your school's vending machine use and have little-used units removed.
- b. Vending machines must be removed from the main entrance or lobby of all schools effective with the 2004-2005 school year.
- c. Unplug vending machine units when "Sold Out" is displayed.
- d. Operation of vending machines must be automatically controlled per the following specifications.

# Vending Machine Specification for Montgomery County Public Schools

Effective Date: August 1<sup>st</sup>, 2006

Application: This specification applies to all vending machines in Montgomery County Public Schools (MCPS), located inside the buildings or in outside areas surrounding the school buildings. These items include beverages, such as soft drinks, fruit juice and juice beverages, water, sports drinks; and snacks, such as cookies, crackers, chips, ice cream and candy.

References: Maryland Code, Education, Section 7-423, Division II, title 7 subtitle 4, "Health and Safety of Students"

MCPS Policy JPG: *Wellness: physical and Nutritional Health*; MCPS Regulation JPG-RA: *Wellness: physical and Nutritional Health*; MCPS Policy ECA: *Energy Conservation*

Timing Controls: Vending machines in MCPS schools must have an integrated timing device to automatically shut off operation of the machine in accordance with nutrition policies established by the Board of Education and energy conservation policy.

Automatic shut off is to include the following features:

1. Prohibit access to products
2. Turn off all lighting
3. Turn off refrigeration

## Hours of Operation

Machines containing approved items-

- Non-perishable—7:00 a.m. until midnight, with refrigeration timed to resume one hour before access.
- Perishable—Refrigeration units remain on 24 hours; however access by students is limited too 7:00 a.m. until midnight.
- Machines containing items not approved for sale during the instructional day must be programmed for automatic shutoff from midnight until the end of the instructional day. Refrigeration may be timed to resume one hour before access.
- Vending machines in teachers' lounges must be operational from 5:30 a.m. until midnight. Refrigeration may be timed to resume one hour before access.

## Approved Items:

Beverages (container size not to exceed 16 ounces except for unflavored water)

- Flavored, non-carbonated water
- 100% fruit juice
- Fruit juice beverages with a minimum 50% fruit juice
- Low fat or nonfat milk
- Sports drinks (only allowed in the immediate area of the gymnasiums)

## Snacks

- Single-serving size packages
- 7 grams or less of fat (except for nuts and seeds)
- 2 grams or less of saturated fat
- 15 grams or less of sugar (except for fruit)

**Recommended Footcandle (fc) Levels For  
Voluntary SERT De-Lamping Projects**

Corridor and Stairways	10 -20 fc
<ul style="list-style-type: none"> <li>▪ As low as 10fc -- for high reflectivity flooring/walls (white or pastel)</li> <li>▪ Up to 20 fc for dark-colored flooring</li> </ul>	
Conference Rooms	30 fc at table height
Reception Areas	20 fc (average ambient) 50 fc (on task surface/desk)
Classrooms	30 fc (reading/ writing)
Art class	75 fc (preferably natural lighting)
Computer labs	15 fc
Restrooms	15 fc
Gyms	30 fc
Cafeteria (seating area)	30 fc
Cafeteria (food prep area)	75 fc

## MCPS RESOURCE CONSERVATION GUIDELINES

### *Heating*

1. **Temperature Setpoint:** The maximum heating level is 70° F. Set thermostats accordingly and recheck monthly. Some temperature variation will occur as equipment cycles on and off. Report heating problems only if room temperature measured with a thermometer stays 3° or more below set point.
2. **Controls:** Building staff or occupants should not attempt to manually control equipment by tampering with energy management or HVAC controls of equipment. Any problems with controls or equipment should be dealt with promptly through the work order system. Provide frequent inspection of pneumatic controls, including system filter/dryer, automatic bleed and compressor run time. Test and calibrate all pneumatic thermostats at the start of each heating season.
3. **Hours:** During non-school hours, heat is furnished only for MCPS activities and user groups with reservations through the ICB/CUPF. Consolidate necessary MCPS evening activities into the minimum number of zones possible. HVAC will not be provided for an individual to use a classroom or office outside of normal hours. HVAC systems will remain off during cleaning, except when ventilation is required for waxing or stripping activities.
4. **Filters:** Replace filters of all equipment at recommended intervals. Maintain documentation per your building maintenance plan.
5. **Boiler Maintenance:** Fuel oil burners should be cleaned and tuned for optimum combustion twice yearly.
6. **Pumps:** Only one main heating pump should be operated, except where additional pumps are provided for separate zones. Do not operate main pump and standby pump at the same time.
7. **Unit Ventilators:** Maintain unit ventilators free of obstruction, such as books, plants, and furnishings, both on the top grill and at the bottom intake, so that air can circulate efficiently throughout the room.
8. **Infiltration Control:** All windows and outside doors are to be kept closed when heating systems are in operation. Corridor doors and doors to classrooms should remain closed when HVAC is provided. Doors to gyms and pools are to be kept closed. Report faulty door closers to the maintenance depot.
9. **Storage Spaces:** Close unused storage rooms and set thermostat controls, where installed, to the lowest possible temperature setting that will prevent freezing.
10. **Personal Electric Space Heaters:** Personal space heaters will not be permitted. Such units, in addition to having high energy costs, are a fire and safety hazard. Only heaters installed by the Division of Maintenance for emergency use will be permitted; others will be confiscated.

## MCPs RESOURCE CONSERVATION GUIDELINES

# ***Food Preparation***

### **Cooking Equipment**

1. Preheat only equipment to be used 15 minutes before using.
2. Reduce temperature or turn equipment off during slack periods.
3. Cook full loads on every cooking cycle when possible.
4. Use the correct size equipment for all operations.
5. Avoid slow loading and unloading of ovens and opening doors unnecessarily.
6. Keep equipment clean for efficient operation.

### **Hot Food Holding and Transporting**

1. Preheat equipment before loading.
2. Always use at full capacity when possible.
3. Clean thoroughly daily.

### **Refrigeration Equipment**

1. Keep doors tightly closed and avoid frequent or prolonged opening.
2. Place food in refrigerator or freezer immediately upon arrival from supplier.
3. Keep evaporator coils free of excessive frost.
4. Keep condenser coils free of dust, lint, or obstructions.
5. Unplug equipment that is not needed.

### **Ware Washing Equipment**

1. Always operate equipment at full capacity when possible.
2. Flush after heavy meal periods—clean thoroughly, daily.

### **Water Heating**

1. Repair leaking faucets as soon as possible.
2. Reduce storage temperature to 120° F where possible.
3. Insulate hot water pipes.

### **Ventilating System**

1. Use only the number of fans necessary at all times to provide adequate ventilation.
2. Turn fans off upon completion of cooking.
3. Operate two-speed fans on the lower speed when possible.
4. Keep filters and extractors clean.

## MCPS RESOURCE CONSERVATION GUIDELINES

# WATER USE

### GENERAL

1. **Be alert for water leaks** and water main breaks. Look for continuous water flow through the water meter at any time, ponding of water around the building, and report leaks to maintenance immediately. A broken water main can release tens of thousands of dollars in water a week until it is repaired.
2. **Report and repair leaking faucets** and faulty flush valves promptly. Check and adjust valves for proper timing annually.
3. **Water is an MCPS resource and not to be given away** or used by outsiders. Users scheduled through ICB are allowed to use water related to their activities. Do not provide free water to road maintenance tankers or any other non-MCPS agency.
4. Do not allow local residents to use school hose bibbs or to control irrigation.
5. **Car washes may not** use school water supplies. Off-site arrangements may be made with a local gas station to hold a car wash for fund raising.
6. The utility budget pays for bottled water only in elementary school portable classrooms.

### IRRIGATION

These general guidelines are supplied for the education of individuals operating turf irrigation equipment to help with the successful management of healthy turf.

1. **Avoid Excess Watering.** Excessive watering promotes fungal growth and prevents the development of long, deep root systems needed for healthy turf.
  - a. **Use a simple rain gauge.** Turf in our climate needs only 1" of water per week for optimum health. Use weather reports or your school's rain gauge to determine whether irrigation is needed each week.
  - b. **With timer systems, check zones for proper saturation levels.** Make sure water saturates the root zone when irrigating but no further. No runoff should occur from the area being watered.
  - c. **Make sure irrigation systems are turned off when it rains.** The installation of rain switches on automated irrigation systems is highly recommended.
2. **Irrigate only in early morning or late evening hours.** This timing minimizes evaporation to the air.
3. **Irrigate only two or three times a week.** This interval promotes deeper root growth, which establishes healthier and sturdier turf.

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# REGULATION

## MONTGOMERY COUNTY PUBLIC SCHOOLS

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Related Entries:

Responsible Office: Chief Operating Officer  
Facilities Management

### Pesticides Use in Schools

#### I. PURPOSE

To establish procedures to implement an integrated pest management program in accordance with the *Annotated Code of Maryland, Article - Agriculture*

#### II. DEFINITIONS

A. *Integrated Pest Management* is the use of combined pest control alternatives, most effective to prevent or reduce to acceptable levels pests and damage caused by pests.

B. *Pesticide* as defined in the law, means any substance or mixture of substances intended for:

1. Preventing, destroying, repelling or mitigating a pest
2. Use as plant regulator, defoliant, or dessicant
3. Use as a spray such as a wetting agent or adhesive

*Pesticide does not include:*

1. An antimicrobial agent, such as a disinfectant, sanitizer or deodorizer, used for cleaning purposes
2. A bait station

C. *Space spraying* means application of a pesticide by discharge into the air throughout an area. It does not include crack and crevice treatment.

#### III. PROCEDURES

A. Contact Person



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The Integrated Pest Management Supervisor in the Division of Maintenance will be the contact person and will manage all information on pest control efforts in the school system, including material safety data sheets and product label of each pesticide or bait station that may be used in schools, or on school grounds and site-specific information on pest control activities at each school.

### B. Notification by Schools

1. At the beginning of each school year, schools will include notice of the school's integrated pest management system in information to parents. The notice will include the following information:
  - a) A statement that explains the school's integrated pest management system and a list of any pesticides or bait station that may be used in the school building or on school grounds as part of the integrated pest management system
  - b) A statement that:
    - (1) The contact person maintains the product label and material safety data sheet of each pesticide or bait station that may be used by the certified applicator in buildings and on school grounds
    - (2) The label and material safety data sheet is available for review by a parent, guardian, staff member, or student attending the school
    - (3) The contact person is available to parents, guardians, and staff members for information and comment
  - c) The name, address, and telephone number of the contact person
  - d) Instructions for including a parent/guardian or staff member on a pesticide notification list (see Section C)
  - e) Information about the opportunity to provide public comments on the Integrated Pest Management practices of the school system during the a public comments segment of each regularly scheduled Board meeting
2. After the start of each school year, written notification will be provided to each newly employed staff member in the orientation packets or to the

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parent/guardian of a student newly enrolled in the new student information packet.

### 3. Notification Lists

- a. At the start of each school year, each middle and high school will develop a pesticide notification list containing each staff member and parent/guardian of a student attending the school who requests in writing prior notification of a pesticide application made in the school or on school grounds during the school year. Elementary schools are required to notify each parent or guardian of a student attending the school and each staff member regardless of whether they have requested prior notification.
- b. The school will keep the pesticide notification list current and add names upon written request by a parent or guardian of a student attending the school or a staff member.
- c. The school will make the pesticide notification list available upon request to representatives of the Department of Agriculture of the State of Maryland.

### C. Pesticide Applications

#### 1. Elementary Schools

At least 24 hours before the pesticide is applied in a school building, or on school grounds, the Integrated Pest Management Supervisor will provide the following information to the school principal who in turn will provide written notification to each parent/guardian and staff member:

- a) Common name of the pesticide
- b) Location of the application
- c) Planned date and time of the application
- d) The following language:

"The Office of Pesticide Programs of the United States Environmental Protection Agency has stated: *Where possible, persons who potentially are more sensitive, such as pregnant*

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*women and infants (less than two years old), should avoid any unnecessary pesticide exposure."*

### 2. Middle or High Schools

The Integrated Pest Management Supervisor will provide information to the school's principal, allowing sufficient time for the principal to notify students and staff. Principals will provide written notification to each parent, guardian, or staff member on the pesticide notification list, post notices at the site of the application and in conspicuous locations such as bulletin boards commonly seen by students and staff, and make an announcement on the school's public announcement system at least 24 hours before the application of a pesticide.

### 3. Space Spraying of Pesticides

a) Although space spraying of pesticides is not practiced in Montgomery County Public Schools, in the unlikely event that space spraying becomes necessary, the written notification to parents/guardians, staff, and students will be made at least one week before the space spraying.

b) The notice will be on a separate sheet of paper at least 8 1/2 inches by 11 inches in size and shall contain the following information:

- (1) Common name of the pesticide
- (2) Location of the space spraying
- (3) Planned date and time of space spraying
- (4) The following language:

*"The Office of Pesticide Programs of the United States Environmental Protection Agency has stated: Where possible, persons who potentially are more sensitive such as pregnant women and infants (less than two years old) should avoid any unnecessary pesticide exposure."*

- (5) If the pesticide is not addressed in the notice sent at the beginning of the school year, a brief description of the pesticide to be applied

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- (6) A brief description of potential adverse effects based upon the material safety data sheet of the pesticides to be applied
  - (7) The name and telephone number of the Integrated Pest Management Supervisor who is the designated contact person
4. For application on school grounds, the notice of planned date and time of application may specify that weather conditions or other extenuating circumstances may cause the actual date of application to be postponed to a later date or dates.
  5. If the actual date of application is more than 14 days later than the planned date provided in the notice, notice of the application required under this regulation shall be reissued.

### D. Emergency Pesticide Applications

A pesticide may be applied in a school building or on school grounds without prior notification only if an emergency pest situation exists.

In the case of an emergency pesticide application in an elementary school building or school grounds, within 24 hours after pesticide application or on the next school day, the school will provide to each parent, guardian, or staff member:

1. Common name of the pesticide
2. Location of the application
3. Date and time of the application
4. The following language:

"The Office of Pesticide Programs of the United States Environmental Protection Agency has stated: *Where possible, persons who potentially are more sensitive, such as pregnant women and infants (less than two years old) should avoid any unnecessary pesticide exposure.*"

5. A brief description of potential adverse effects based upon the material safety data sheet of the pesticide applied

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### E. Use of Bait Stations

Before a bait station is used in a school, the Integrated Pest Management Supervisor and/or his staff will place a notice or sign on the door of the room in which the bait station is placed indicating the date of placement, the name of the contact person for additional information including information on potential adverse effects. The notice or sign will remain posted until the bait station is removed.

### F. Public Comments

The Integrated Pest Management Supervisor or his designee will monitor and address public comments regarding the Integrated Pest Management program practices of MCPS.

*Regulation History:* New Regulation July 17, 2000.

# REGULATION

## MONTGOMERY COUNTY PUBLIC SCHOOLS

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Related Entries:

Responsible Office: Chief Operating Officer  
Facilities Management

### Recycling

#### I. PURPOSE

To set forth the process and guidelines for Montgomery County Public Schools (MCPS) staff, students, and other users of school facilities for recycling in accordance with Montgomery County Government regulation

#### II. DEFINITION

- A. *Recycling* is any process by which materials are diverted from a disposal facility and are collected, separated, processed, and returned to the economic mainstream in the form of raw materials or product for reuse.
- B. A *recycling plan* is a plan describing a program for solid waste reduction and recycling.
- C. An *MCPS Site* is defined as any school or facility, including grounds owned or occupied by MCPS.
- D. The *facility administrator* is the principal of a school or the administrator responsible for facilities other than schools.
- E. The *building recycling coordinator* is the individual designated by the facility administrator to coordinate the facility recycling program.
- F. The *recycling material specialist* is the individual assigned to the Division of Maintenance to coordinate material pick up and assist facilities with recycling plan implementation.

#### III. PROCEDURES

All public facilities are required by the Montgomery County Government to recycle 50 percent of all solid waste material generated.

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A. The director of the Department of Facilities Management is responsible for ensuring that the procedures outlined below are properly implemented.

1. Facility administrators for MCPS facilities will designate a building recycling coordinator to complete the following tasks:
  - a) Establish a comprehensive recycling plan for the facility. The facility administrator will endorse the recycling plan and submit a copy to the recycling material specialist prior to September 30 of each school year.
  - b) Form a team of staff, students, and community members to increase awareness of the need to recycle, build school/community support for the program, and provide oversight for compliance with the recycling plan.
2. Facility administrators will submit the name of the building recycling coordinator and a designated back-up to the recycling material specialist prior to September 15 of each school year.
3. The recycling material specialist will be responsible for assisting the building recycling coordinator and school-based staff in the implementation and maintenance of recycling programs for MCPS facilities.
4. The following items without food contamination will be recycled:
  - a) Paper
    - Office/classroom paper
    - Mixed paper
    - Magazines
    - Printer paper
    - Computer paper
    - Fax paper
    - Corrugated cardboard
    - Phone books
    - Newspaper
  - b) Other
    - Aluminum cans
    - Bi-metal (sheet and tin) cans

## EXHIBIT H

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Glass bottles and jars

Plastic containers (must have a neck on them)

Yard trim (grass, leaves, and brush)

5. The Montgomery County Division of Solid Waste Services (MCDSWS) will assist in the development of recycling plans upon request.
6. MCDSWS will conduct periodic on-site evaluations to monitor the effectiveness of recycling programs and provide assistance for improving recycling efforts. Evaluation results and recommendations will be provided to the school and director, Department of Facilities Management.

*Regulation History:* New Regulation March 10, 2000.