

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

DATE: November 24, 2009

TABLE OF CONTENTS

1. Licensed Premises
2. License Term
3. Renewal Option
4. License Fee and Additional License Fee
5. Use of Licensed Premises
6. Assignment
7. Use of Outdoor Playground Areas
8. Licensed Capacity
9. Priority Placement
10. Special Conditions
11. Improvements and Alterations
12. Services
13. Fixtures and Equipment
14. Liability, Property Damage and Fire Insurance
15. Hold Harmless
16. Responsibilities of Licensee
17. Destruction of Licensed Premises
18. Default
19. Eminent Domain
20. Right of Entry
21. Return of the Licensed Premises
22. Notice of Accidents, Defects or Damages
23. Compliance with Laws
24. Waiver
25. Non-Discrimination
26. Public Employment
27. Mailing Notices
28. Resident Agent
29. Prohibition of Hazardous Substances
30. Non-Appropriation
31. American Disabilities Act Requirements
32. Sex Offender Law
33. Contract Solicitation/Broker's Fees or Commissions
34. Force Majeure
35. Entire Agreement
36. Modification
37. Governing Law
38. Claims
39. Indemnity Bond
40. Parking
41. Indemnification

Exhibit A - Licensed Premises

Exhibit B - Provider's Child Care Proposal

Exhibit C - Procedure for Implementing the Revised Policy for Waivers of Capital Cost Fee

Exhibit D - Licensed Premises' Equipment Inventory

Exhibit E - Insurance

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "License"), made this 24th day of November, 2009, 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 private, 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 a specified portion of land located at 2103 Luzerne Avenue, Silver Spring, Maryland, adjacent to the Woodlin Elementary School ("Woodlin"), where the County placed a modular unit, of which the County has the fee simple title to, 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 Woodlin; 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 the modular unit which consists of approximately 4,970

gross square feet (which includes 3,465 licensable square feet as determined by the Maryland State Board of Education) plus surrounding outdoor play area located at Woodlin (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").

2. LICENSE TERM: The term of this License is for approximately two (2) years, commencing on or about July 1, 2009 and expiring on June 30, 2011 (the "License Term"). This License may be terminated at any time during the License Term or any extension of the License Term by the County upon thirty (30) days written notice to the Licensee, unless the Licensee's license or certification to operate a Child Care Center is suspended or revoked by the issuing entity, in which case the County is not required to provide thirty (30) days written notice to the Licensee. The County is under no obligation to provide alternative space for the Licensee and is not responsible for any moving costs or any expenses incurred by the Licensee as a result of the termination or expiration of this License for any reason.

3. RENEWAL OPTION: The Licensee may, at its option, extend the License Term for three (3) additional and consecutive two (2) year terms (the "Renewal Terms"), provided that: (a) the Licensee 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 Licensee 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 any of the Licensee's options to extend the License Term, one hundred and twenty (120) days prior to the expiration of the current License Term. 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 Thirty-Three Thousand One Hundred Twenty-Five Dollars and Forty Cents (\$33,125.40) payable in equal monthly installments of Two Thousand Seven Hundred Sixty Dollars and Forty-Five Cents (\$2,760.45). 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, 2010 and on the 1st of January thereafter during the License Term, and any Renewal Term, the County will establish the License Fee rate to be paid by the Licensee for the next year, by determining the average per square foot operating cost for all childcare facilities operated and maintained by the County. For purposes of this License, operating costs shall include, but not be limited to, the following:

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

6. Grounds maintenance;
7. Fire Extinguishers;
8. Trash removal, recycling;
9. Renovations as required to meet State licensing regulations; and
10. Security in the form of locking the facility.

C. Additional License Fees: In addition to the License Fee payable under Paragraph 4 (A), the Licensee shall pay to the County a share of the cost of debt service incurred by the County as a result of improvements and renovations to child care facilities operated and maintained by the County as an Additional Licensee Fee (the "Additional License Fee"). The Additional License Fee shall be equal to One Dollar and Seventy-Nine Cents (\$1.79) per square foot for an annual rate of Six Thousand Two Hundred Two Dollars and Thirty-Five Cents (\$6,202.35) payable in equal monthly installments of Five Hundred Sixteen Dollars and Eighty-Six Cents (\$516.86).

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) may be granted by the County to the Licensee provided that families receiving subsidy shall comprise at least ten percent (10%) of licensed capacity of the child care center, or the Licensee will serve infants and toddlers as set forth in the Child Care Proposal, as defined by the State of Maryland child care regulations for group child care, or the Licensee will serve children with disabilities as designated or defined by physician or authorized agency. Waivers will be considered on a case by case basis.

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 License 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 shall be licensed for at least eighty (80) children but no more than a maximum of ninety-nine (99) children. The Licensee must inform the County whenever licensed capacity for the Licensed Premises increases beyond ninety-nine (99) children.

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

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

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

B. Share its Program enrollment data with the County;

- C. Accept children whose parents participate in state or local subsidy programs;
- D. Maintain reports relating to the Licensee's license(s) or certification(s) as a child care provider for inspection and evaluation for County and parental review;
- E. Maintain compliance with all licensing requirements of its Program, whether state, local or federal; and
- F. Obtain 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 for providing to the Licensed Premises regular janitorial services on County workdays as specified in Article 5, 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 be responsible for all renovations required to meet state licensing regulations.
- H. The County will be responsible for major structural repairs, and maintenance and repair of the building's mechanical systems.
- I. The County and the Licensee agree that the County's maintenance responsibilities, as set forth in items (B), (C), (D), (E), (F), (G) and (H) of this Section will be performed by the County, at the County's expense. 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 contracting directly with the Inter-Agency Coordinating Board ("ICB") for necessary support services. It will be the responsibility of the Licensee to pay for any 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 600 Jefferson

Plaza, Suite 300, Rockville, Maryland 20850. Main Office Number: 240-777-2706.
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. Any violation of said rules and regulations will be deemed to constitute a violation of this

License. It is understood that such rules and regulations will not unreasonably interfere with or prevent the intended uses of the Licensed Premises as set forth in this License.

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

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

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

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

ensure the Licensee's on site representative is adhering to the terms and conditions of this License.

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

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

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 has 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.

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 20850
Attn: Eleanor Northway
Executive Director

County:
Montgomery County, Maryland
Department of General Services
Office of Real Estate
101 Monroe Street, 9th 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, 3rd Floor
Rockville, Maryland 20850
Attn: County Attorney

28. RESIDENT AGENT: The Resident Agent for the Licensee is Bernadette McTighe and its address for receipt of notices and service of process is 744 Owens Street, Rockville, Maryland 20850. 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. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. INDEMNITY BOND: Upon the request of the County, concurrent with the effective date of this License or at any time during the term of this License, the Licensee must obtain and maintain an executed miscellaneous indemnity bond in the amount of the annual rent for the current License Term to remain in full force and effect throughout the remainder of the License Term as security for the Licensee's faithful performance of all terms and conditions of this License. The County shall have the right, but not the obligation, to request such a bond from the Licensee. The County, in its sole discretion, may accept an appropriate substitute surety. The Licensee must, within fifteen (15) days from the date of the request by the County, deliver to the County, the said surety, evidencing the coverage stated in this Paragraph. Failure to deliver the bond or surety as required is considered by the County to be a default under this License.

40. PARKING: The Licensee is entitled to full use of the parking facilities which are a part of the Licensed Premises as of the date of execution of this License. Parking for the Licensee and any other occupants of the building, their staff, clients and

guests will be confined to the surfaced parking areas in existence as of the date of execution of this License.

41. 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 “LGTCA”); 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.

SIGNATURE PAGE FOLLOWS

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

WITNESS:

COUNTY:
MONTGOMERY COUNTY,
MARYLAND

By: Julie White

By: Diane Schwartz Jones
Diane Schwartz Jones
Assistant Chief Administrative
Officer

Date: 11/24/09

WITNESS:

LICENSEE:
ROCKVILLE DAY CARE
ASSOCIATION, INC.

By: Maurice Bardlow

By: Eleanor R. Northway
ERN

Its: 11-4-09

Date: _____

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED

By: Alexander Douglas

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

Date: 10/26/09

Date: 10/22/09

WOOD MULCH AREA (40' X 55')
SURROUNDED BY A WOOD CURB

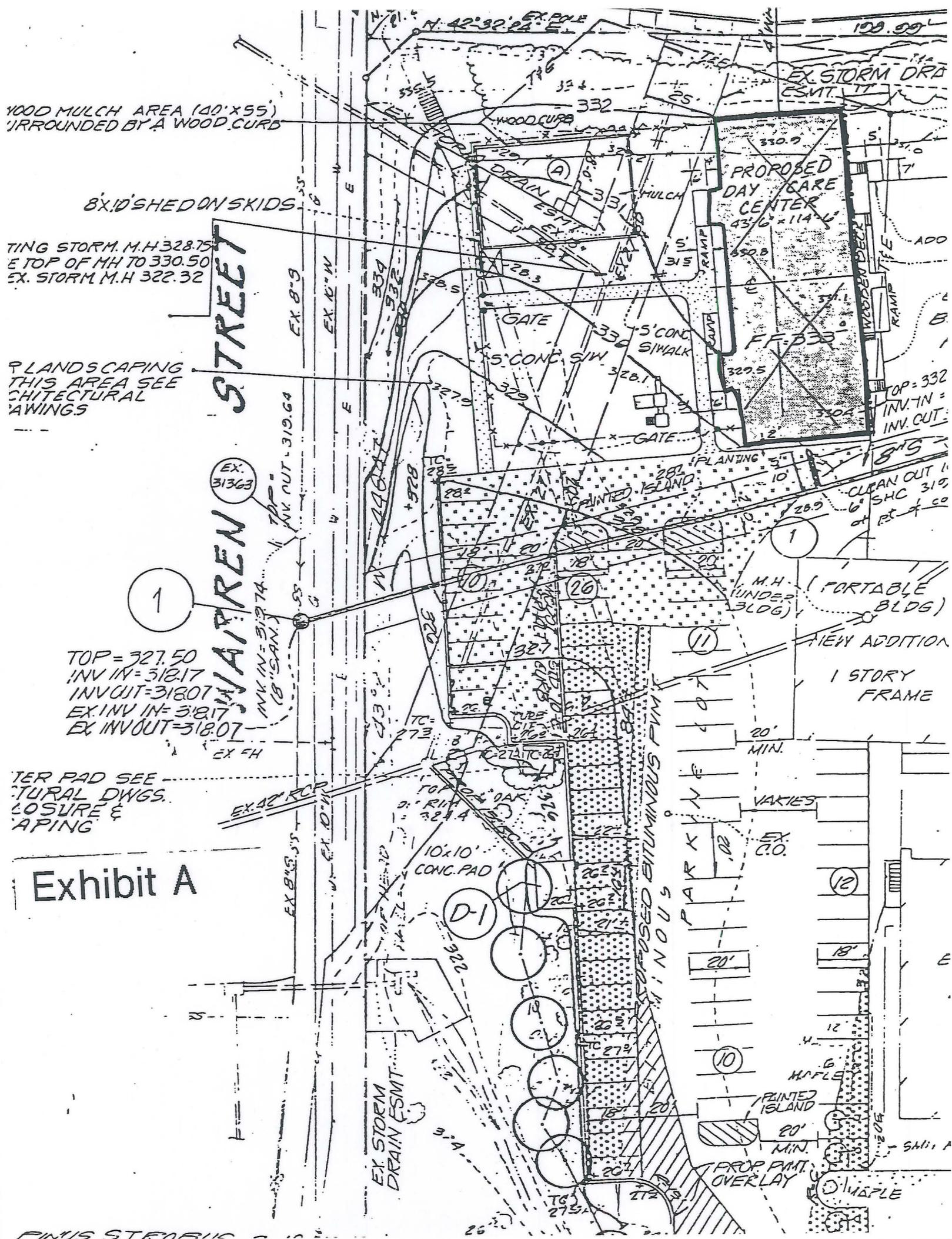
8' X 10' SHED ON SKIDS

EXISTING STORM M.H. 328.75
E. TOP OF MH TO 330.50
EX. STORM M.H. 322.32

LANDSCAPING THIS AREA SEE
ARCHITECTURAL DRAWINGS

CONCRETE PAD SEE
ARCHITECTURAL DWGS.
FOR CLOSURE &
LANDSCAPING

Exhibit A



1

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INV OUT = 318.07
EX. INV IN = 318.17
EX. INV OUT = 318.07

WAIKAREN STREET

EX. 31363

INV IN = 312.74
(8" SAN.)
INV OUT = 319.64

EX. FH

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contains original signatures

Rockville Day Care Association, Inc.



Proposal for
Woodlin Elementary Child Care Modular
2101 (modular @ 2103) Luzerne Avenue, Silver Spring, MD 20910

Respectfully Submitted by:
Rockville Day Care Association, Inc.
Eleanor R. Northway, Executive Director
April 23, 2009

Exhibit C

Montgomery County Department of Health and Human Services Child Care in Public Space- Capital Cost Fee Waiver

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.

1. The Center shall enroll and provide care to families enrolled in the Child Care Subsidy Program (Purchase of Care and/or Working Parents Assistance). Families receiving subsidy shall comprise at least 10% of licensed capacity. Written verification of meeting this requirement shall be required, or
2. The provider will serve infants and toddlers in child care, as defined by the State of Maryland child care regulations for group child care. The children served will be in space administered, operated or funded by Montgomery County Government, specifically for infant care and/or required by tenant selection for that specific center, or
3. The provider will serve children with disabilities as designated or defined by physician or authorized agency. Waivers will be considered on a case by case basis.

Certification with documentation shall be required every two years as part of the lease renewal process. The waiver shall apply to the entire facility, and waivers will be forfeited by programs which provide incomplete or inaccurate information. If determined by the Departments of Health and Human Services and General Services that waivers were not legitimate for a lease term, the capital cost fee for that year shall be applied to the following lease term.

Exhibit C

TABLE OF CONTENTS - ROCKVILLE DAY CARE ASSOCIATION, INC. (RDCA)

Part A: QUALIFICATIONS OF RDCA RDCA pg.1
1. Name, Address, Phone #'s & Experience RDCA pg.1
2. Current Programs Operated by RDCA RDCA pg.2
3. Letters of Recommendation for RDCA RDCA pgs.3-5

Part B: SCOPE RDCA pg.6
1. Philosophy and Objectives RDCA pg.6
2. Ages and Numbers of Children Served RDCA pg.7
3. Program Operation RDCA pg.7
4. Special Populations RDCA pg.8
5. Community Benefit RDCA pg.9
6. Time Line RDCA pg.10

Part C: BUDGET RDCA pg.11
1. Fee Schedule RDCA pg.11
2. Start Up & Operating Budget RDCA - Attachment A

Part D: PERSONNEL RDCA pg.12
1. Personnel RDCA pg.12
2. Salary and Benefit Information RDCA pg.13
3. Staff Training RDCA pg.14
4. Personnel Policies (Staff Manual) RDCA - Attachment B

Part E: PARENT INVOLVEMENT RDCA pg.15
1. Sample Flyer RDCA - Attachment C
2. Outreach RDCA pg.15
3. Parent Communication RDCA pg.16
4. Parent Evaluation RDCA - Attachment D
5. Parent Contract & Enrollment Agreement RDCA - Attachment E
6. Parent Handbook RDCA - Attachment F

Part F: PROGRAM RDCA pg.18
1. Daily Schedule RDCA pg.17 & 18
2. Food Service RDCA pg.19
3. Special Features RDCA pg.20
4. Discipline Policy RDCA pg.21
5. Field Trips RDCA pg.22

Part G: Accreditation RDCA pg.23
1. Experience RDCA pg.23
2. History RDCA pg.23
3. Timeline for Implementation RDCA pg.24

Part H: OTHER RDCA pg.25
1. Tax Status RDCA - Attachment G
2. Insurance Requirements RDCA pg.25
3. Financial Responsibility RDCA pg.26 & 27
4. Certification RDCA pg.28
5. Proprietary Information RDCA pg.29

Part A: QUALIFICATIONS OF ROCKVILLE DAY CARE ASSOCIATION, INC.

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

Rockville Day Care Association, Inc. - Administrative Office
622 Hungerford Drive # 26, Rockville, Maryland 20850
Phone: (301)762-7420 Fax: (301)762-3631 Email: eleanornorthway@verizon.net
Contact: Eleanor R. Northway, Executive Director

Rockville Day Care Association is a private, non-profit, 501c3, Maryland Corporation whose purpose is to offer quality child development programs for families in Montgomery County. We have been a leader in child development programs since 1969. Our programs are open to ALL without regard to race, color, national origin, sex, age, religion, disability, sexual orientation or economic status. RDCA is an equal opportunity provider and employer.

Rockville Day Care Association, Inc., is the current child care provider at the Woodlin Elementary Child Care Modular. We were selected by the County to be the on-site provider in May of 1994 and opened the RDCA/Woodlin Child Development Center on July 12, 1994. We began our program with twelve children and quickly built the enrollment to full capacity by the start of that school year. We were awarded the re-bid for this facility in 2002. We have remained fully enrolled at Woodlin CDC during the past 14 years of operation and currently employ 24 staff members. Longevity is the cornerstone of our success at this center. The Director has been at this site since it opened and 10 of the staff have worked at Woodlin CDC for at least five years.

Rockville Day Care Association, Inc., opened the first center nearly 40 years ago at the Rockville Presbyterian Church and served primarily low income families. In 1975, with the cooperation of the Montgomery County Public Schools (MCPS), we expanded our services and relocated our programs to elementary schools. We were among the first in the County to provide before and after school care for school age children. Currently we have eight program locations. Six of these are housed in MCPS elementary schools, the remaining two sites are in Montgomery County government facilities. We serve approximately 550 children throughout our various programs. We provide care for children who range in age from 18 months to twelve years. The programs that we operate include; full time preschool, part time preschool, half day pre-k readiness, before & after school care for school agers and full time summer programs.

Rockville Day Care Association provides many levels of supervision to ensure that our programs are operating at an optimum level. The Board of Directors provides guidance and formulates decisions regarding policies and procedures for the corporation. At the administrative level, the Executive Director is responsible for the overall supervision and management of the centers. The Executive Director and administrative staff manage the fiscal operations of the programs, i.e. budgets, disbursements, accounts receivable, personnel, payroll, and serve as a resource for the centers. The Program Coordinators work cooperatively with the Executive Director, Center Directors and their staff in developing, implementing and evaluating the programs. Collectively, the seven administrative office staff have a total of 160 years of experience ***with the Association***.

Through partnerships with parents, school personnel, area communities and by serving on various County organizations we continuously strive to improve our programs and services that benefit all children and families. Our staff are active members of the Organization of Child Care Directors (OCCD), participate on the advisory committee of the Interagency Coordinating Board (ICB) for shared space, and are lead organizers for the Child Care Celebration Event. RDCA is a member of the Maryland Committee for Children and is a member of NAEYC.

2. Current Programs Operated by Rockville Day Care Association, Inc.

Please feel free to call our Centers and make an appointment to visit at any time!

Ashburton Child Development Center
6314 Lone Oak Drive
Bethesda, Maryland 20817
Mrs. Aubrey Robb, Director, (301)493-5710

Hours: 7:00-9:00am & 2:30-6:00pm
Ages: 5 - 12 years Capacity: 47
Ms. Charlene Eroh., Principal, (301)571-6959
Ashburton Elementary School

Bradley Child Development Center
8701 Hartsdale Avenue
Bethesda, Maryland 20817
Mrs. Victoria Steuerwalt, Co-Director, (301)493-5113

Hours: 7:00-9:00am & 2:30-6:00pm
Ages: 5 - 12 years Capacity: 60
Ms. Sandra Reece, Principal, (301)571-6966
Bradley Hills Elementary School

Brookhaven Child Development Center
4610 Renn Street
Rockville, Maryland 20853
Mrs. Jeannette Jackson, Director, (301)460-7536

Hours: 7:00-9:00am & 2:30-6:00pm
Ages: 5 - 12 years Capacity: 30
Mr. Rob Grundy, Principal, (301)460-2140
Brookhaven Elementary School

Maryvale Child Development Center
1000 First Street
Rockville, Maryland 20850
Mr. Brad Provencher, Director, (301)762-0556

Hours: 7:00am - 6:00pm
Ages: 3 - 12 years Capacity: 57
Ms. Kimberly Kimber, Principal (301)279-4990
Maryvale Elementary School

Sargent Shriver Child Development Ctr.
12518 Greenly Drive
Silver Spring, Maryland 20906
Ms. Ashley Loftus, Director, (301)933-1785

Hours: 7:00am - 6:30pm
Ages: 18 mos. - 12 years Capacity: 59
Ms. Janet Dunn, Principal (301)929-4426
Sargent Shriver Elementary School

Sligo Creek Child Development Center
500 Schuyler Road
Silver Spring, Maryland 20910
Mrs. Terri Ann Martin, Director, (301)565-3100

Hours: 7:00-9:00am & 2:30-6:30pm
Ages: 5 - 12 years Capacity: 60
Mrs. Diantha Swift (301)562-2722
Sligo Creek Elementary School

Wintergreen Child Development Center
332 W. Edmonston Drive
Rockville, Maryland 20852
Ms. Cortni Mitchell, Director, (301)424-7522

Hours: 7:00am - 6:00pm
Ages: 2 - 12 years Capacity: 108
Mr. Bill Banks (301)217-6176
Property Manager

Woodlin Child Development Center
2103 Luzerne Avenue
Silver Spring, Maryland 20910
Ms. Lisa Coppolino, Director, (301)608-9693

Hours: 7:00am - 6:30pm
Ages: 2 - 12 years Capacity: 99
Mr. Marc Riehl (240)777-6176
Property Manager

*Evita Leonard-Smedley, Esquire
2012 Luzerne Avenue
Silver Spring, Maryland 20910*

April 2, 2009

To whom it may concern:

I am writing in support of Woodlin Child Development Center (Center). I am a working parent with two young children currently attending the Center. My youngest is in the pre-school program and my oldest, a kindergartner, attends the after-care program. I have been happy with the support and services provided by the Center for almost five years.

Knowing that the Center provides my children with a fun, safe, and clean place to play while I work is a gift that I do not take for granted. The teachers are kind yet firm and make it a welcoming place for children and families. My children are not only safe and happy but they are exposed to a creative array of exercises to improve their social skills and readiness for school.

I served on the Board of Directors from 2004-2007. During that time I was impressed with the dedication and creativity shown by staff and administrators. They worked very hard to keep the curriculum fresh, engage parents and make sure the kids had fun while they learned. I felt like a full partner in our joint effort to make the Center the best it could be for children in attendance.

In closing, Woodlin is a vital resource to our community. It is not only a place to take our children while we work. It is also a source of information about child rearing, child health and subsidy programs. In fact, there are over a dozen children on my street who attended Woodlin -- they range in age from middle school to college. They all have wonderful stories of being nurtured, taught and protected at Woodlin. Many continue to return to Woodlin just to say hello to the people that were their first caretakers away from home. It is a special place for my family and me and the entire Woodlin community.

Thank you for your consideration. If you should have questions or concerns please do not hesitate to contact me at (301) 585-4584.

Sincerely,


Evita Leonard Smedley

April 3, 2009

To: Rockville Day Care Association

From: Christine Sonnabend 
8624 Geren Road
Silver Spring, MD 20901
301-760-7687
mother of Dante Vitto

Subject: Recommendation for the Woodlin Child Development Center

The Woodlin Child Development Center has been a truly wonderful place for my son. My son, Dante Vitto, has been with the Center since he was 2 years old. He has gone through some personally difficult times, when he was 3 years old, and then later when his father and I divorced. The Center has been there, working with us to help Dante, and give him the care and attention he needed.

Even during the worst of times for us personally, I found both the staff and Director and Assistant Director were more than willing to help us and help Dante. He is now thriving in this environment. He has made close friends that he also sees on weekends. If I forget to let the Center know that Dante will not be there, they have always called me right away to let me know Dante was not there. His teachers are friendly and welcoming and I feel comfortable coming into the Center on a daily basis.

Dante has been extremely lucky to have had wonderful teachers at the Center. They are truly caring individuals, who want each child to succeed.

I feel that the Center has been and will continue to be a safe and comfortable place for my child to learn and grow. I plan on keeping Dante there as long as we are able to.

Jennifer Sawin
9302 Sutton Place
Silver Spring MD 20910
240-481-6314

April 14, 2009

To Whom It May Concern:

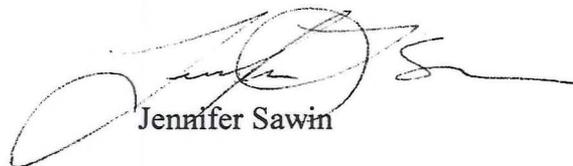
I write in support of the Rockville Day Care Association, parent organization for the Woodlin Child Development Center, and urge you to approve their continued use of the county facility on Luzerne Avenue next to Woodlin Elementary School.

RDCA, through WCDC, provides excellent care for our children. The center encourages their imaginations while leading them to learn. The presence of this center in the neighborhood enhances our sense of community; many of the parents have forged friendships through our children. Having a local center, easy to walk to and from, is irreplaceable. Those of us living close by also appreciate that our school age children stay in their neighborhood, next to their school, rather than having to board a bus. We also appreciate that the center offers programs for younger children, keeping all of our kids close to home and together with siblings.

Locality, however, would never be an adequate substitute for quality. In this case, happily, one need not choose. I researched a number of child care facilities before choosing RDCA/WCDC. I have been consistently impressed by the teachers and hold the center's director, Lisa Coppolino, in high esteem. These folks care about our kids. The children learn, they have fun, and they are taught to treat each other with respect and kindness.

Please contact me if you should have any questions regarding my recommendation that you approve RDCA/WCDC's continued use of the county facility.

Very truly yours,



Jennifer Sawin

Part B: SCOPE

1. Philosophy and Objectives

Rockville Day Care Association's priorities are in operating programs of excellence. This attention to quality extends to all aspects of the daily operations of our child care facilities. The task of the Parent Board of Directors and the Administrative Staff is to continue to provide programs and services that meet the needs of the children and communities we serve. We believe that affordable, accessible, and quality child development programs should be made available to all children who are in need of care.

The curriculum model that Rockville Day Care has selected to implement throughout the centers is the ***Creative Curriculum***. ***Creative Curriculum*** is one of the Maryland State Department of Education (MSDE) approved curriculums and reflects RDCA philosophy on developmentally appropriate practices with young children. This broad based developmental program is designed to meet the physical, social, emotional and intellectual needs of individual children through play and exploration. Children are encouraged to learn at their own pace in an atmosphere that is relaxing and nurturing. We believe the important result for each child is to develop a positive and enthusiastic attitude toward learning. The approved curriculum for preschool, and the RDCA curriculum guide for school age children, provides continuity throughout our programs.

Rockville Day Care believes that a high quality program must be well equipped with a wide variety of learning materials, supplies and furnishings that support the developmental needs of the ages of all of the children served. The Woodlin Center is provided with an abundance of educational and teaching aides, a variety of manipulatives, a multitude of arts and crafts media, computers and quality, durable, scaled-to-size furnishings. The classrooms are arranged in a manner that is conducive to safety and ease of movement, and have clearly defined and inviting areas of play. Overall, we believe that the environment at Woodlin Child Development Center expresses that "this is a place to learn, have fun, feel safe and be loved."

Our objective is to continue to offer the on site child development programs to the families of Woodlin Elementary and surrounding communities. The families seeking child care services will continue to dictate what the ongoing needs for this site are. We continually assess the changing demographics of the neighborhood. We work with school personnel and community members to develop programs that reflect our client population. We believe we have been successful in providing the model child development programs desired by the community. This is evident by our full enrollment during the fourteen years we have been at the Woodlin modular. Many of our families have had children enrolled in the program from preschool through the end of fifth grade. We have numerous siblings enrolled in the center, and on the waiting list. Our parents make frequent referrals to our programs which we feel demonstrates their support of the program and their loyalty to RDCA.

We believe that programs for children must provide strong leadership and clear messages for children and their families. We believe that it is one of our responsibilities to educate the community about the advantages of developmentally appropriate early childhood programs and their positive influence on young children.

2. Ages and Number of Children Served

The child care program at the Woodlin Elementary Child Care Modular (RDCA/Woodlin Child Development Center) is licensed by the Maryland State Department of Education - Office of Child Care (MSDE-OCC) for a capacity of 99 children, ages two -fifteen. However, we currently serve 102 children utilizing a variety of part time options. We have also limited the ages served to two year olds through children completing fifth grade. Our age/class groupings are as follows:

Classroom One -

The classroom because of the size has been divided into two separate groups. Using portable dividers, the space is flexible and can be re-arranged to accommodate changing enrollment trends and developmental needs of the children. The space is currently configured as follows; **Group 1b:** Two Year Old Program (Guppy Room) - licensed capacity of 12 children. This program is comprised primarily of children who are two years of age, and who may or may not be toilet trained. There are presently 12 children enrolled in this class. **Group 1a:** Three Year Old Program - (Tadpole Room) - licensed capacity of 13 children. This classroom presently has 13 students enrolled.

Classroom Two - Preschool Program - (Dolphin Room) - licensed capacity of 20 children. This group is for four year old children. There are presently 20 children enrolled in this class.

Classroom Three - Primary School Age Program - (Whale Room) - licensed capacity of 27 children. This group enrolls a mix of children in kindergarten through first grade. **Before and/or after school care is offered. The classroom is open full day and provides care on days MCPS is closed, has delayed openings and early dismissals.** There are presently 28 children enrolled in this class.

Classroom Four - Intermediate School Age Program - (Shark Room) - licensed capacity of 27 children. This program is for older school age children in second through fifth grade. Child care is provided before and/or after school and classroom is open full day on days MCPS is closed, has delayed openings and early dismissals. There are presently 29 children enrolled.

3. Operation of Program

The Center hours are 7:00am - 6:30pm, Monday through Friday. The Woodlin Child Development Center operates on a year-round basis. The Center is closed for nine legal holidays. These are: Dr. Martin Luther King Jrs'. Birthday, Presidents' Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day - and the Friday after, Christmas Day, and New Year's Day. **Additionally, all of our programs close for one day before the start of the summer program, and two days at the end of the summer for staff in-service training to prepare for the start of the school year.**

The preschool programs for the two's, three's and four's operate full day. On regular school days, the school age programs are open from 7:00am - 9:00am and from 3:00pm - 6:30pm. On days when Montgomery County Public Schools are closed, have delayed openings or early closings, additional care is provided at no additional cost to parents. Our staff make every effort to open the Center during inclement weather. Our Centers usually close only if the Montgomery County Public Schools - **Administrative Offices** close due to the weather or other emergencies. **More detail about our inclement weather policy is in our Parent Handbook, (Attachment F).**

4. Accommodation of Special Populations

Rockville Day Care 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 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.

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, Rockville Day Care 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 effect the financial solvency of the corporation or adversely impact our licensed capacity. The school age programs offer families the choice of selecting before and after school care, before school only care, or after school only care. Here again, those families needing care five days per week are considered first, then as space is available, part time days are considered.

B.) Recruit and Accommodate Parents on WPA or DSS Subsidies - Rockville Day Care 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 the Department of Defence (DOD) NACCRRRA Child Care Partnership. 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.

C.) Serve Children and Families with Special Needs - All of our Centers have always been receptive to including children with special 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 problems (i.e., asthma, epilepsy, etc.), speech and language delays, hearing deficits, attention deficit disorder, developmental delays, and other behavioral and emotional problems.

Presently at Woodlin we provide care for children with severe food allergies requiring special menu adaptations, several children with severe asthma requiring epi-pens, and multiple children with attention deficit disorder requiring medication dispensing. We also have several children with severe speech delays necessitating linkages with special programs. We care for a child with advanced vision impairment for whom we make daily program modifications. 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 advise 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.

5. Community Benefit

Rockville Day Care is providing much needed comprehensive child care services at the Woodlin Elementary modular, and has been serving this community for the past fourteen years. We believe the interest in our program is both an expression of community need for child care services and our positive reputation within the Woodlin community. Woodlin Child Development Center has been providing continuity of care for many families in this neighborhood. During our tenure we have enrolled multiple siblings in the program. This offers the families continuity of care, stability and consistency.

As previously mentioned we have been maintaining full enrollment since beginning operation in 1994. All of our programs are currently fully enrolled. Demonstrating the demand for our program is our extensive waiting list. To date there are 20 prospective clients waiting for admission to the two year old class, 9 children are waiting admission to the three year old class, 10 students to the four year old group, 23 children for the kindergarten/first grade class and 17 students for our older school age class.

Our special program features are the many opportunities that are provided for parents/guardians to share in their child's experiences at the center. We host a Valentine's Day Celebration, Join Your Child For Lunch Day (to Celebrate Week of the Young Child), a Mother's Day Breakfast, a Father's Day Breakfast, Parent Orientation Night in June, a Halloween Parade, a Thanksgiving Luncheon, Holiday Caroling at the Nursing Home, and monthly Birthday Celebrations. In addition, the Music & Movement classes hold three demonstrations throughout the year.

During the summer, Woodlin CDC holds "Friday Big Events". Parents are invited to an International Luncheon, Woodlin "Games", Stars & Stripes Parade, Woodlin Idol Talent Show, Birthday Party Bonanza Day, Walk through Time Exhibit, Wacky Fashion Show, and an Art Exhibit Day.

Additional services offered to preschool families through the Woodlin Child Development Center include a partnership with Gigi Busaglio who provides music and movement activities for the preschool groups. Students perform parent demonstrations throughout the year. We have also partnered with Brit-Am Soccer Academy for soccer instruction by Coach, Steve Knapman.

We work cooperatively with the public school to coordinate the transfer of care of shared students by escorting the school age children to and from Woodlin Elementary for classes, after school clubs and extra curricular activities. For those students attending other schools, or special programs, our staff wait with the children at their bus stops until transportation arrives.

Regarding community linkages, we have been supporting the Woodside Nursing Home, which is in our immediate neighbor, since 2002. Each December the Tadpole and Dolphin classrooms provide a holiday show for the residents and staff. The residents enjoy the costumes and songs geared to encourage group participation. The Whale and Shark rooms make holiday decorations for the resident's rooms. The Whale and Shark rooms have supported local service persons with the TF Centaur 10th Mountain Division who are stationed overseas. During 2007 and 2008 the children wrote letters and made art work to send to these troops.

6. Proposed Time Line

Once the Rockville Day Care Association (RDCA) has been notified that we have been selected to continue our operation of this program, the following action will be taken:

- ◆ Notify our families and staff that we have been awarded the re-bid with Montgomery County Government and will continue to provide our quality program at Woodlin Child Development Center.

- ◆ Schedule a meeting with the Principal of Woodlin Elementary, **Mrs. Sarah Sirgo**, and representatives of the parent committee to discuss ongoing community expectations of our program. Maintain a system of open communication between RDCA and the Woodlin community.

- ◆ Establish a meeting with appropriate representatives of Montgomery County Government to discuss any landlord/tenant related issues pertinent to the modular facility.



Since we are already established and currently operating a program that is fully enrolled, fully staffed and completely equipped, there is no further preparatory time needed.

Please feel free to schedule an appointment to visit the facility, observe our program and meet the staff!

**Contact, Lisa Coppolino, Director
@ (301)608-9693**

1. Fee Schedule for Woodlin Child Development Center for 2009

Current full time rates:

Two & Three Year Olds	\$215.00 weekly for full day care
Preschool (4 year Olds)	\$190.00 weekly for full day care
Summer School Age	\$200.00 weekly for full day care

The following school age fees become effective at the start of the MCPS 2009/10 school year:

School Age - AM & PM	\$125.00 weekly (before and after school)
School Age - PM only	\$100.00 weekly (after school only)
School Age - AM only	\$55.00 weekly (before school only)

- * The registration fee, and re-enrollment fee, is \$55.00 per family.
- * The **am only** school age fee includes care on mornings there are delayed openings, but **does not** cover afternoons when there are early releases, or care on days schools are closed.
- * The **pm only** school age fee includes care on afternoons there are early releases and care after 9:00am on days that schools are closed. This program **does not** include care on mornings there are delayed openings.
- * The **before and after school option** includes coverage on days there are delayed openings, early releases and all school closings.
- * **Part-time Care**, 3 days (M-W-F) or 2 days (T-H) is permitted on a space available basis.
- * **A 10% discount is offered** for families with more than one child in the program may be considered on a case-by-case basis with the approval of the Executive Director. Staff receive a 30% discount.
- * **Tardiness Policy:** charged when arriving past the closing time of the Center, or the ending time of the selected program: .50¢ a minute for the first 15 minutes of tardiness, \$1.00 per minute for 16 - 30 minutes of tardiness, and, \$2.00 per minute for any time over 30 minutes of tardiness.
- * **Holidays/Closures:** Our nine legal holidays are: Labor Day, Thanksgiving Day and the Friday after, Christmas Day, New Years Day, Dr. Martin Luther King, Jr.'s Birthday, President's Day, Memorial Day and July 4th. There is also one staff in-service day in June and two in August. Regular tuition payments are due regardless of holiday/closure.
- * **Tuition for all Programs Includes:** field trips, (swimming during the summer) special events, breakfast & snacks, materials and all other costs related to the operation of the program.

2. Start Up Budget (not applicable) - Operating Budget refer to RDCA - Attachment A

Part D: PERSONNEL

Rockville Day Care Association's 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 continues to be our practice to employ the most highly trained and professional staff available in today's market. We have a very diverse staff of twenty four very loving, experienced and dedicated employees at the Woodlin CDC. The majority of the staff has remained consistent. One staff member has been with the Center since the Center opened in 1994. Staff hire dates have been included to illustrate longevity and the lead teacher in each classroom is identified by bold type. During the busiest and fullest part of the day (10:30am-3:00pm) we employ more staff than required by MSDE-OCC Licensing Regulations. 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. The Director's responsibilities are outlined in the Staff Manual (Attachment B).

1. Staffing Pattern by Classroom & Age Group

Director - Full Time - Varied Hours - Lisa Coppolino (8/1/94)

Assistant Director - 10:30am - 6:30pm - Sharla Shelton (9/08/03)

Guppy Room - Two Year Olds - Group Size 12 (staff/child ratio of approx. 1:4 - state licensing requires 1:6)

7:00am - 3:00pm - Child Care Teacher-Preschool - Mary Washington-Brown (1/07/02)

8:00am - 4:00pm - Aide - Sandra Campbell (11/12/01)

10:30am-6:30pm - Child Care Teacher-Preschool - Sabrina Hirst (9/30/08)

2:30pm - 6:30pm - Aide -Sarah Coles (9/19/07)

Tadpole Room - Three Year Olds - Group Size 13 (staff/child ratio of approx. 1:4 - state licensing requires 1:6)

7:00am - 3:00pm - Child Care Teacher-Preschool - Eden Medhanie (3/29/99)

8:00am - 4:00pm - Aide - Tylea Wellington (1/7/09)

10:30am-6:30pm - Child Care Teacher-Preschool - Karla Barahona (2/21/07)

2:30pm - 6:30pm - Aide - Shellie Arriaga (7/03/07)

Dolphin Room - Four Year Olds - Group Size 20 (staff/child ratio of approx. 1:7 - state licensing requires 1:10)

7:00am - 3:00pm - Child Care Teacher-Preschool - Virginia Matos (8/17/99)

8:00am - 4:00pm - Aide - Sonia Diaz (7/6/94)

10:30am-6:30pm - Child Care Teacher-Preschool -Wagner Vaz (6/17/04)

2:30pm - 6:30pm - Aide - Ashley Cline (10/21/08)

Whale Room - K - 1st Grade - Group Size 27 (staff/child ratio of approx. 1:9 - state licensing requires 1:15)

7:00am - 9:00am -Child Care Teacher-School Age - Rosalia Hernandez (6/20/00)

2:30pm-6:30pm - Child Care Teacher-School Age - Taishia Gardner (4/4/05)

2:30pm-6:30pm - Child Care Assistant - Daniel Wyman (11/12/08)

7:00am-9:00am and 2:30pm - 6:30pm - Aide -Etelvina Gamboa (8/30/00)

2:30pm - 6:30pm -Aide - Na'Tosha Jackson (8/22/08)

Shark Room - 2nd - 5th Grade - Group Size 27 (staff/child ratio of approx. 1:9 - state licensing requires 1:15)

7:00am - 9:00am -Child Care Teacher-School Age - Sara Cornett (9/24/01) (9:00-3:00 sub)

7:00am - 9:00am Aide - Ashley Cline (10/21/08)

2:30pm - 6:30pm -Child Care Teacher-School Age - Jessica Bond (6/25/07)

2:30pm - 6:30pm -Child Care Teacher-School Age - Danielle Gourdine (9/22/08)

2:30pm - 6:30pm - Aide - Daniel Airozo (8/20/08) and was a former student

2. Staff Salary Ranges and Benefits

Base salaries are listed for each position. Many staff earn more dependent upon verified relevant work experience and documented continuing education and/or degrees held.

Center Director - \$ 41,600 + annually (\$ 20.00 + per hour)

Assistant Director - \$ 36,400 + annually (\$ 17.50 + per hour)

Child Care Teacher - Preschool - Lead - \$ 26,520 + annually (\$ 12.75 + per hour)

Child Care Teacher - Preschool - 2nd - \$ 23,920 + annually (\$ 11.50 + per hour)

Child Care Teacher - School Age - Lead - annual varies based on hours (\$ 12.25 + per hour)

Child Care Assistant - annual varies based on hours (\$ 10.75 + per hour)

Aide - Full Time - \$ 18,720 + annually (\$ 9.00 + per hour)

Aide - Part Time - annual varies based on hours (\$8.00 + per hour)

Rockville Day Care offers what are considered to be "excellent" benefits for the child care field.

All employees, full time (more than 20 hours per week) or part time (20 hours or less per week) are eligible for leave benefits with Rockville Day Care. RDCA offers all employees 10 days of vacation leave and 10 days of sick leave per year. Vacation leave will increase 2 days per year with a maximum of 20 days earned annually for employees with 5 or more years of service. After being employed for one full year, staff are granted their **birthday off with pay**. Staff employed for four years and above receive two **personal days** on their anniversary date.

Rockville Day Care offers a 401(k) plan for age eligible employees. Staff may enroll from their date of hire. RDCA will begin matching after 12 full months of employment. The RDCA match is 33% up to the first 4% of the employees salary deferral.

RDCA offers all full time employees a health insurance plan with Kaiser Permanente. We contribute 50% of the premium cost for those on individual coverage, a flat rate of \$308.00 toward those on a double plan and \$460.00 for those needing family coverage. RDCA also offers a supplemental insurance plan with AFLAC for full time staff.

Rockville Day Care has established a "Pre-tax" benefit (Section 125 plan) which allows staff to deduct 401(k) salary deferrals, health insurance premiums & some AFLAC product premiums from their gross salaries before taxes are computed. This has provided a substantial savings for staff.

RDCA offers staff members a 30% discount on their child care tuition.

Staff will receive a salary increase on their employment anniversary date. RDCA has budgeted for a 3% salary increase for the 2009 fiscal year.

The Rockville Day Care Board of Directors has included as part of the 2009 budget an end-of-year staff bonus. This has been a benefit that has been available for the past 10 years.

A "Referral Bonus" in the amount of \$100.00 will be given to staff who refer someone to the Association.

The RDCA Board of Directors recognizes staff with longevity in the Association by giving recognition and monetary rewards to eligible staff at the Annual Board Meeting for those reaching their 5th year of employment and at 5 year intervals thereafter.

RDCA does not believe in staffing based on daily/hourly attendance patterns. Our staff are hired for regular, pre-established hours and will be paid for their scheduled hours.

3. Pre-employment Orientation and On-going Training

When new staff are needed for vacant positions at centers, applicants are actively recruited through local and college newspapers, on "Craig's List", on our website, and through current families and staff. Applicants are referred to the RDCA administrative office where they are initially screened. If the applicant is qualified they are referred to the center director. The director conducts a formal interview with prospective applicants. Professional references are checked, required educational documentation and prior work experience is verified and all hired employees are subjected to the state-mandated criminal background investigations and pre-employment medicals.

Pre-employment training for staff hired at the Woodlin Child Development Center includes an orientation to the center and to Rockville Day Care Association. This is conducted by the center director, assistant director or RDCA program coordinator. During this orientation the facility will be toured, giving specific detail regarding; emergency evacuation procedures, location of first aid & safety precaution supplies, identifying staff whom 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 cards, attendance records, daily messages/notes from families, meal count records and other pertinent classroom information.

The Rockville Day Care Staff Manual is reviewed and all policies and procedures are discussed in detail. State licensing regulations, accreditation requirements and curriculum guidelines are part of this orientation.

The lead teacher of each classroom works closely with the new employee to ensure a smooth transition into the group. New employees are never left alone with a group of children until they are familiar with the daily schedule, routines, and children in the class. For new Child Care Teachers for Preschool or School Age, who serve in the lead teacher role for the group, the Director or Assistant Director works jointly with them in the classroom until they demonstrate a level of competency. The Director, Assistant Director and Program Coordinators of Rockville Day Care continuously observe the programs and offer support, feedback, guidance and resources for the 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.

RDCA follows the training requirements set forth by MSDE-OCC Licensing, MSDE Credentialing and MSDE Accreditation. Presently Woodlin staff are working on individual advancement within the MSDE Maryland Child Care Credential Professional Development Ladder.

Further detail is provided under Part G - Accreditation Time Line.

All directors and teachers have received First Aid and CPR Certification. Workshops required by licensing are paid for by Rockville Day Care.

4. Personnel Policies - in RDCA Staff Manual - refer to RDCA - Attachment B

Part E: PARENT INVOLVEMENT

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

2. Parent Outreach and Registration/Admission Criteria

Recruitment for participants in the program is through newspaper ads, yellow page and internet advertising, flyers distributed through the school system, PTA newsletters, and by word-of-mouth through current families and staff.

Registration for the program is on a first-come first-served basis. Acceptance into the program will depend upon availability in the age group and program desired. Consideration will be given first to siblings of students already enrolled, former families, school age students attending Woodlin Elementary and **employees of Montgomery County Government**. Preference is given to those families needing the most care; i.e. full day - full week programs and before & after school care.

We are presently fully enrolled in all programs. Current families were recently given a Summer/Fall Enrollment Questionnaire that requested them to identify what their plans for enrollment for are for the summer and fall. We should then be able to predict future openings and can facilitate enrolling new families into the program.

Interested applicants are placed on a waiting list - according to age group/program needed and then filed chronologically by date called. As openings occur the Director refers to the waiting list - assesses the inquiries for priority consideration, and contacts families in order of earliest date of contact. Once called announcing an opening is available - the applicant is given a date (usually a few days) 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, Assistant Director or designated Administrative staff member. We feel it imperative for the parent/guardian to visit the Center, with the child, and have a formal interview.

During this interview process the parent/guardian has the opportunity to tour the Center, meet the classroom staff, observe the program and make a judgement as to whether they feel our Center is a good match for their child & family. It is also a time for us to discuss curriculum, daily schedules, any issues relevant to their child/ren and to set up appointments for transition visits to the classroom. We also review our policies and procedures, financial obligations and outline sections in the Parent Handbook. With this personal format we hope to ensure that parents understand how the Center operates and have the opportunity to ask questions.

3. Parent Access, Communication & Role at the Center

All enrolled families are welcome and encouraged to visit the center at any time during our operating hours. Rockville Day Care has an "Open Door" policy, whereby, parents are permitted to visit and observe their child.

Parents may participate at the center to the extent that they choose to be involved. Parents may volunteer in a variety of ways; assisting teachers in the classroom or on field trips, donating various materials (books, computers, toys and games, etc.), serving on specific Board of Directors committees, or by sharing hobbies, professions, trips, culture, etc., with the children and staff.

Parents are kept up-to-date with information relevant to the center and their child's class through center newsletters, parent information bulletin boards, notices posted in each classroom, and through monthly classroom activity calendars.

RDCA is governed by a volunteer Board of Directors comprised of parent representatives from each of our centers, interested community members and staff. **Currently, there are three Woodlin parents serving as elected members on our Board of Directors.** Each individual center may choose to have their own parent group which would establish meetings at their discretion. To encourage parent participation on the Board and its committees, RDCA offers reimbursement for babysitting expenses parents or staff might incur enabling them to attend the meeting(s) and also offers one week FREE tuition for any parent who attends four or more meetings in the fiscal year. Refreshments are always provided as well. The Board meetings offer wonderful opportunities for parents from our various centers to network and share ideas. An Annual Board Meeting for all parents is held, usually in November of each year, at which the Association Budget and goals for the coming year are presented. The Officers of the Executive Committee are also elected at this meeting. Executive Committee meetings are held at least four times per year and consider advisory and policy-making actions. Sub-committees such as the personnel committee, program committee, and fund-raising committee meet as needed.

Parent/Center communication is a vital part of providing quality care. We believe that open, clear and consistent communication between parents and staff is the key to a successful program. The first level of communication is between parents and classroom staff. Daily exchanges help to develop a good rapport and a sense of trust. Our staff keep the parents informed of daily occurrences, activities, illness, eating habits or behavioral issues. We ask that parents keep the staff up-to-date regarding any changes at home, or changes in the child's routine at the center (i.e., hours of attendance, absenteeism, drop off/pick up from Center, etc.)

The second level of communication is between the parents and the center director. Parents should always feel free to present ideas or discuss concerns with the director at any time.

The third level of communication is with the parents and the Executive Director and/or representatives of the administrative staff. Parents are encouraged to seek consultation and discuss concerns at any time.

The final level of communication is between parents and the Board. Parents may contact the board with issues of concern if they have not been resolved at levels one two or three.

4. Parent Evaluation - refer to RDCA Attachment D

5. Parent Contract & Enrollment Agreement - refer to RDCA Attachment E

6. Parent Handbook - refer to RDCA Attachment F

Part F: PROGRAM PLAN

1. Daily Schedule for Each Age Group Served:

Key to regularly scheduled classroom activities - all age groups	
Activity Centers Independent Choices Purposeful Play!	children's choice to play in established activity center areas in the classroom. Example: blocks & construction, art, easel painting, dramatic play/props, books, puppets, music, sand/water play, science, writing station, math center, table top toys, and computers.
Large Motor Activities Outdoor Play	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.)
Cognitive Skills Small Group Activities	the class is divided into smaller groups, or one on one, to work on developmentally appropriate readiness skills in reading, writing, math and fine motor skills with teachers
Theme Project	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
Circle Time Music & Movement	With the teacher - the class reviews the calendar (month, day of week & date), discusses the days weather and introduces the days planned theme activities. As a group children will sing songs, play with instruments, and participate in movement, and dance activities led by the staff
Language Arts Story time	Children look at books on their own or there is a teacher led activity utilizing puppets, flannel boards or reading to the children
Group Game	Teacher led indoor group games to promote socialization, team work & cooperation
Floor Toys	May use larger manipulatives on carpeted areas; blocks, construction toys, large floor puzzles, cars & trucks, etc.
Table Top Activities	May use small manipulatives, coloring/drawing, puzzles, beads, peg boards, board games, memory games, flash cards, small building tools, etc.
Rest Time	a quiet period, providing cots or mats, when the children can rest or sleep. Individual quiet activities are provided for those children not sleeping
Meal Service	Breakfast, Lunch or Snack: children are seated and participate in "family style" meal service wherein they can make choices on how much and what meal components to serve themselves from the selections provided.
Personal Hygiene	Although personal hygiene practices occur throughout the day on an individual need, some scheduled times where children wash hands, attend to personal grooming and are toiletted as a group are built into the schedule.
Transition	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 transition song or game, etc.)
Homework School Age	school age students only - a specified quiet time for the group to begin work on their homework assignments from their elementary school. Staff are available to assist students as needed.

2. Food Service

Our Centers provide a nutritious breakfast and two supplements daily. The AM supplement is served at 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. Rockville Day Care 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 two weeks in advance and are posted in each classroom and distributed in the parent newsletter.** The breakfast and supplements provided meet the United States Department of Agriculture (USDA) Child and Adult Care requirements. Rockville Day Care 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:

#1	Monday	Tuesday	Wednesday	Thursday	Friday
Breakfast	Plain Bagel w/butter & jelly Strawberries 2% Milk.	Choc. Chip Mini Muffin Applesauce 2% Milk	Cream of Wheat Peach Slices 2% Milk	Cheese Blintz Cantaloupe Wedge 2% Milk	Cinnamon Toast Pineapple Tidbits 2% Milk
AM	Baked Beans 2% Milk	Cucumber Sl. 2% Milk	Watermelon Wedge 2% Milk	Tomato Wedge 2% Milk	Cooked Corn 2% Milk
PM Snack	Celery Sticks w/Cr. Cheese Rice Cakes 2% Milk	Soft Pretzel Orange Juice	Carrot Sticks w/Ranch Dip Pita Bread Grape Juice	Lorne Doone Cookies Pineapple Juice	Tuna Salad on Wheat Bread 2% Milk
#2	Monday	Tuesday	Wednesday	Thursday	Friday
Breakfast	Pancakes Pear Halves 2% Milk	Cheerios Banana 2% Milk	French Toast Honeydew balls 2% Milk	Oatmeal Sliced Apples 2% Milk	Bran Muffin Orange Half 2% Milk
AM	Tossed Salad 2% Milk	Cooked Carrots 2% Milk	Apple Halves 2% Milk	Mashed Potato 2% Milk	Cooked Broccoli 2% Milk
PM Snack	Peanut Butter & Jelly on White Bread Apple Juice	Saltines w/ Amer. Cheese Applesauce 2% Milk	Veggie Egg Rolls Orange Juice	Pizza Bagel Bites Tropical Punch (100% juice)	Goldfish Crackers Grapefruit Juice

3. Special Program Features

The curriculum at Rockville Day Care is based on the ***Creative Curriculum***. This broad based developmental program is designed to meet the physical, social, emotional and intellectual needs of individual children. We believe in the standards and follow the guidelines of MSDE.

The teachers, under the supervision of the center director and assistant director, with the support and guidance of the program coordinators, create a curriculum that is specifically geared to the students in their class. As the composition of the group changes, the curriculum is revised to suit the individual needs of each child. Child centered activities directed by the teachers emphasize readiness activities and the development of cognitive skills such as language, math, science, music, art and creative dramatics. Children are guided to develop appropriate social skills and problem solving techniques.

Each day, except in the case of inclement weather, there will be periods of outdoor play which include activities to promote large muscle development, group games and opportunities for free choice.

We provide a multi-cultural program. This is achieved by incorporating ethnically diverse materials in the classroom, celebrating different holidays and customs, studying various cultures, special field trips, and inviting people from differing nationalities to share their customs with the students. The classroom environment is enriched by including age appropriate books in multiple languages, magazines in various languages, photographs of people from ethnic backgrounds, realia and artifacts, posters, maps, clothing and a variety of flesh tone art materials such as; crayons, paint & paper. Our naturally diverse community enriches the Woodlin CDC with a multi-ethnic composition of staff and families.

A wide variety of manipulatives and teaching aids will be provided to encourage discovery and promote experimentation with various materials. Materials are continuously rotated, modified, and updated to hold the interest of the children.

Because of the continuing concern for ecology and maintaining a clean environment, we strive to incorporate recycling and conservation into our daily classroom routines. Since Woodlin Child Development is in a Montgomery County facility, we are participating in County's required recycling program.

We have, through collaborative efforts, enhanced our program by bringing additional programs of interest to the center. This includes a dance & movement program. In the summer include several science workshops with the Mad Science Program, and interactive story performances by the Rainbow Company.

At Woodlin CDC our special summer initiative "Friday of Big Events" unifies all of our programs for this collaborative project. During the summer program, each classroom voluntarily selects a week to be the coordinator for the week. They plan and implement the special theme related activities leading up to the Friday of Big Events. Parents are invited to attend the special events on each Friday. These include; an International Luncheon, Woodlin "Games", Stars & Stripes Parade, Woodlin Idol Talent Show, Birthday Party Bonanza Day, Walk through Time Exhibit, Wacky Fashion Show, and an Art Exhibit Day. The older school age classroom also participates by having a center based newspaper with featured writings by school aged 'reporters'.

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 in order to develop their own internal controls.

Our 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.

The following guidelines are condensed from the RDCA Parent Handbook and Staff Manual.

Discussion and Redirection

The child will be given the opportunity to calm down and verbalize their feelings.

While speaking with the child, the staff will remain at eye level.

The staff will help the child problem solve through encouragement and demonstration.

The child will not be forced to apologize but the staff will try to help the child understand how their actions or words have made the other child/adult feel.

When possible a natural consequence will occur regarding the behavior.

Staff will redirect the child to another area or activity based on the situation.

A couple of alternative choices will be offered.

Time Out

Time out is not punitive. It is used as a means of separating the child from the situation and providing an opportunity for them to calm down.

The child will remain in the classroom and will be within sight and hearing range of staff at all times.

The child will not be removed for more than one minute for each year of age.

After the time out period the child will be assisted to make choices and rejoining the group.

Physical restraint will be used only when needed to prevent the child from injuring themselves or others.

Separation from the Classroom

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.

A meeting will be established with the parent/guardian to discuss concerns and develop strategies.

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.

Disrespectful and Unacceptable Behaviors

Hurting others, either with words or actions..

Using inappropriate language, including the use of profanity and making obscene gestures.

Destruction or misuse of property, either that of the center, or belonging to another child or staff.

Possessing weapons of any kind.

Possessing or using alcohol, tobacco, illegal drugs or controlled substances

Incident Reports

Staff shall complete an Incident Report and have the parent/guardian review and sign it.

Incident Reports will detail the situation in which the child displayed behavior deemed inappropriate.

The reports will be maintained in the child's file and will help staff and parents/guardians assess whether a pattern of behavior is developing.

5. Field Trips

Regularly scheduled field trips are offered at least once per month to children in the preschool classes. These trips will help develop the children's awareness of their community and enhance the learning units each month. Occasional field trips throughout the school year are scheduled on half days and school holidays for the school age students.

In the summer, we offer recreational swimming (twice a week for the three's & fours and three times per week for the school age students). The school age students have weekly field trips including; Miniature Golf, Roller Skating, Bowling, Nature Centers, Performing Arts Performances, Museums, and several full day trips of the groups choosing.

Rockville Day Care Association owns four regulation school buses and hires drivers that hold a commercial drivers license. All riders on the bus are required to wear seat belts at all times. Parents are notified in advance of all scheduled field trips and are required to sign permission slips.

Parents/Guardians are encouraged to join us on all field trips and serve as chaperones.

All trips and swimming are offered FREE of charge as it is included as part of tuition.

Part G: ACCREDITATION

1. Experience

Rockville Day Care Association, Inc., under the leadership of Executive Director, Eleanor Northway, has always believed in achieving accreditation as an additional marker of our standard to provide quality child development programs. Administratively, the Association has experience with accreditation for our various program sites through the National Association for the Education of Young Children (NAEYC), National AfterSchool Alliance (NAA) and Maryland State Department of Education (MSDE) Division of Early Childhood Development. Our Program Coordinators, Laura Bardini, Michele Frank and Gloria Kozel work with their assigned center locations to assist the director and the staff through the accreditation for each location. Each of our program coordinators have facilitated NAEYC accreditations. Two coordinators have facilitated NAA accreditations and all three coordinators are currently working with their respective program sites to obtain MSDE accreditation.

At the Woodlin CDC specifically, Lisa Coppolino worked with the Woodlin staff throughout the 1997 NAEYC accreditation process when she was a Program Coordinator for Rockville Day Care. In 2003, Ms. Coppolino again facilitated the NAEYC accreditation process as the Center Director. She has been responsible for submitting the NAEYC Annual Reports from 2003 - 2007. In preparation for MSDE accreditation Ms. Coppolino has worked with Laura Bardini, Program Coordinator, through the pre-validation process.

During the NAEYC accreditation years, Lisa Coppolino, and several lead teachers were afforded the opportunity by RDCA funding to attend National Conferences in Toronto and Washington, DC. Woodlin retains three lead preschool teachers, two school age teachers and two full time aides who experienced the NAEYC validation process in 2003.

2. History

In 2007, RDCA made the decision to seek accreditation for our programs through the Maryland State Department of Education (MSDE) Division of Early Childhood Development. This change entailed selecting a state approved curriculum (*Creative Curriculum*) and state required credentialing of staff. It also meant that programs currently or previously accredited under NAEYC or NAA would not be renewed under these accreditations.

Our accreditation history includes NAEYC accreditation at Wintergreen CDC and Woodlin CDC, NAA accreditation at Sligo Creek CDC, Ashburton CDC, and Brookhaven CDC. Our Brookhaven CDC retains the MSDE accreditation.

The Woodlin Child Development Center had been accredited by the National Association for the Education of Young Children (NAEYC) from September 1997 - August 2000, and from June 2003 through June 2008. Lapses in accreditation occurred during changes in center directorship.

In preparation for the MSDE accreditation, Woodlin staff have completed an eleven week in house training series on the *Creative Curriculum* during 2008. To date, sixty percent of our staff have received their credentialing levels from MSDE and an additional twenty percent of staff have submitted their paperwork and are awaiting notification. Woodlin CDC has completed the MSDE pre-validation process and is waiting for MSDE to schedule the validation visit.

3. Timeline for Implementation

MSDE Accreditation - in process

<u>Date:</u>	<u>Activity</u>
11/7/07	Attended MSDE orientation
9/9/08	Conducted internal evaluations of quality, resources, and staff/parent_availability
10/16/08	Identified the self appraisal team for each group
2/2/09	Submitted <i>The Early Childhood Accreditation/Validation Application</i>
2/13/09 and	Completed the program self-appraisal and ratings for each group based on observations required documentation
2/17/09	Analyzed the self-appraisal results and determine areas for self improvement
3/10/09	Developed a <i>Program Improvement Plan</i> - one plan per age/classroom group
3/20/09	Implemented the <i>Program Improvement Plan</i>
3/23/09	Self-appraisal teams reassessed and re-rated the improved indicators
3/26/09	Used the <i>Required Documentation Checklist</i> to organize program documentation
3/27/09	Submitted the self-appraisal results to MSDE and requested a validation visit Requested dates (options) 4/24/09, 4/29/09, 5/7/09, or 5/14/09



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/21/2009

PRODUCER OLD DOMINION INSURANCE AGENCY 1451 BELLE HAVEN ROAD STE 230 ALEXANDRIA, VA 22307 703-765-7653		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Rockville Day Care Association Attn: Eleanor Northway 622 Hungerford Drive #26 Rockville, MD 20850		INSURERS AFFORDING COVERAGE	NAIC#
		INSURER A: Markel Insurance Company	
		INSURER B: FirstComp Underwriters Gp	
		INSURER C: Great American Ins. Co.	
		INSURER D:	
		INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS		
A		GENERAL LIABILITY	8502CC228554	07/01/08	07/01/09	EACH OCCURRENCE	\$ 1,000,000	
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
		<input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000	
		GEN'L AGGREGATE LIMIT APPLIES PER				PERSONAL & ADV INJURY	\$ 1,000,000	
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 2,000,000	
						PRODUCTS - COMP/OP AGG	\$ 1,000,000	
A		AUTOMOBILE LIABILITY	8502CC228554	07/01/08	07/01/09	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
		<input type="checkbox"/> ANYAUTO				BODILY INJURY (Per person)	\$	
		<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$	
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
		<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT	\$	
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY: EA ACC	\$	
						AGG	\$	
		GARAGE LIABILITY				EACH OCCURRENCE	\$	
		<input type="checkbox"/> ANYAUTO				AGGREGATE	\$	
		EXCESS / UMBRELLA LIABILITY					\$	
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE					\$	
		DEDUCTIBLE					\$	
		RETENTION \$					\$	
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	FCD0010463	07/01/08	07/01/09	WC STATU-TORY LIMITS	OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT	\$ 100,000
		If yes, describe under SPECIAL PROVISIONS below					E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
C		OTHER	AUN9423541C	08/05/08	08/05/09	Limit	1,000,000	
		Directors & Officers Liab.				Deductible	2,500	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS / DEED BY ENDORSEMENT / SPECIAL PROVISIONS**Covered Locations:**

332 W Edmonston Dr., Rockville, MD 20853, 2103 Luzerne Ave., Silver Spring, MD 20910, 12518 Greenly Dr., Silver Spring, MD 20906

CERTIFICATE HOLDER

Montgomery County Government
 Division of Risk Management
 101 Monroe Street, 5th Floor
 Rockville, MD 20850

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

[Signature]

ACORD 26 (2009/01)

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CERTIFICATION

I (We) Eleanor Northway as Executive Director for Rockville Day Care Assoc., Inc. Certify that this applicant's Statement of Qualifications and Financial Responsibility and the attached information of the applicant's qualification and financial responsibility are true and correct.

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

_____	<u>Eleanor Northway</u>
Name	Name
_____	<u>Executive Director</u>
Title	Title
_____	<u>Rockville Day Care Association, Inc.</u>
Address	Address
_____	<u>622 Hungerford Dr. Suite 26</u>
Address	Address
_____	<u>Rockville, MD 20850</u>
City, State and Zip	City, State and Zip
_____	<u><i>Eleanor Northway</i></u>
Signature	Signature
_____	<u>April 21, 2009</u>
Date	Date

NOTIFICATION OF PROPRIETARY INFORMATION

Please use this form to identify proprietary and **financial information** included in your application for child care space at the Woodlin Elem. Modular 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:

Operating Budget - Attachment A

Statement of Financial Responsibility, page 26

Signature

Eleana R. Northway

Date April 21, 2009

Please return this form with your application.

**Notice to exempt organizations holding
previously-issued exemption certificates**

X

The Maryland Revenue Administration Division is re-issuing sales tax exemption certificates to all organizations that continue to qualify. Your organization's new certificate is attached and is valid effective immediately. Previously issued exemption certificates become invalid on October 1, 2007. Vendors are required to charge tax on sales made on or after October 1, 2007, to any organization which does not present a new certificate at the time of sale.

If your organization deals regularly with certain vendors, we suggest that you contact them before October 1, 2007, so they can verify that your organization has been issued a new certificate.

The re-issuance of these certificates does not change current procedures for claiming resale exclusions by exempt organizations engaged in purchasing tangible personal property for sale. The sales and use tax registration numbers of licensed vendors have not been changed and the validity of blanket resale certificates bearing these numbers is unaffected.

Additional copies of the exemption certificate may be obtained by organizations with more than one location or chapter by contacting the Legal Section by mail at Revenue Administration Center, Annapolis, Maryland 21411-0001.

**Comptroller of Maryland
Revenue Administration Division
301 W. Preston Street
Baltimore, Maryland 21201-2383**

The attached card is your organization's new exemption certificate which is valid upon receipt and effective until the expiration date designated on its face. Please read the enclosed Tax Tip and the instructions on the back of the card for the proper use of the exemption certificate. If you have any questions regarding the use of this card, please call the Taxpayer Service Section at (410) 767-1300 in Baltimore, toll free 1-800-492-1751 from elsewhere in Maryland, or e-mail at taxhelp@comp.state.md.us.

**Comptroller of Maryland
Sales and Use Tax Exemption Certificate**

Account Number
31053474

Expiration Date
09/30/2012

Name
**ROCKVILLE DAY CARE ASSOC INC
622 HUNGERFORD DR STE 26
ROCKVILLE, MD 20850-1723**

PLEASE LAMINATE THIS CARD TO EXTEND ITS LIFE

21454

NONGOV-1 (REV 2/07)

This exemption certificate authorizes the organization listed on the face of this card to purchase tax-free tangible personal property and services which will be used in carrying out its work. This certificate is not transferable and may not be used to make exempt purchases of items used primarily to conduct an unrelated trade or business or items for the personal use of officials, members or employees of the organization. Misuse of this certificate shall be cause for revocation and possible legal action.

Notice to vendors: The name and certificate number of the organization must be entered on your record of each sale. If you have any questions regarding the use of this certificate, please contact the Taxpayer Service Section at (410) 767-1300 in Baltimore, or toll free 1-800-492-1751 from elsewhere in Maryland, or write to the Revenue Administration Division, 301 W. Preston Street, Baltimore, Maryland 21201-2383.

Address any reply to: P. O. Box 538, Baltimore, Maryland 21201
US Treasury Department

District Director
Internal Revenue Service

Date: MAR 20 1970 In reply refer to:
Au:FA:1150:DD



52-0898527

The Rockville Day Care Association,
Inc.
215 West Montgomery Avenue
Rockville, Maryland 20850

Purpose: Charitable and Educational
Address Inquiries and File
Returns with District
Director of Internal Revenue: Baltimore, Maryland
Accounting Period Ending: June 30

Based on information supplied, we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. This determination assumes your operations will be as stated in your exemption application. Any changes in operations from those described, or in your character or purposes, must be reported immediately to your District Director for consideration of their effect upon your exempt status. You must also report any change in your name or address.

In this letter we are not determining whether you are a private foundation as defined in new section 509(a) of the Code. Your attention is invited to new section 508(b) of the Code which sets forth requirements for establishing that an organization exempt under section 501(c)(3) is not a private foundation. When procedures are developed to implement these new requirements, we will advise you how to proceed to notify the Internal Revenue Service if you do not believe yourself to be a private foundation.

For years beginning prior to January 1, 1970, you are ~~are not~~ required to file the annual information return, Form 990-A. For each subsequent year, please refer to the instructions accompanying the Form 990-A for that particular year to determine whether you are required to file. If filing is required, you must file the Form 990-A by the 15th day of the fifth month after the end of your annual accounting period.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter we are not determining whether any of your present or proposed activities is unrelated trade or business as defined in section 513 of the Code.

Donors may deduct contributions to you, as provided by section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes under sections 2055, 2106, and 2522 of the Code.

You are not liable for Federal Unemployment Taxes. You are liable for social security taxes only if you have filed waiver of exemption certificate, Form SS-15, as provided in the Federal Insurance Contributions Act.

Every exempt organization is required to have an Employer Identification Number regardless of whether it has any employees. This number is to be used on all your tax returns and in your correspondence with the Internal Revenue Service. If you do not have such a number, please file Form SS-4, Application for Employer Identification Number with this office.

This is a determination letter.

Very truly yours,

Irving Mackin
District Director

FORM SS-4
(10-67)
PART 4

**NOTICE OF EMPLOYER
IDENTIFICATION NUMBER**

Please make a separate
record of this number for
use in case this notice
should be lost or destroyed.

520898527

ROCKVILLE DAY CARE ASSOCIATION , INCORPORATED

ROCKVILLE DAY CARE CENTER

215 West Montgomery Ave, Rockville, Md, 20850

Montgomery

The Identification Number shown above will be used by the Internal Revenue Service to identify your Federal tax returns, and other documents, i.e., 1120, 940, 941, etc., and your payments of the taxes reported on such returns. Your Identification Number should be shown on such returns, documents, and on any related forms or correspondence.

use this →

INSTRUCTIONS

WHO MUST FILE THIS APPLICATION? Every person who has not previously secured an identification number and who (a) pays wages to one or more employees, or (b) is required to have an identification number for inclusion in any return, statement or other document, even though not an employer.

Only one application for an identification number should be filed, regardless of the number of establishments operated. This is true even though the business is conducted under one or more business or trade names. Each corporation of an affiliated group must be treated separately, and each must file a separate application. If a business is sold or transferred and the new owner does not have an identification number, he should not use the identification number assigned to the previous owner, but must file an application on Form SS-4 for a new identification number.

WHERE MUST THIS APPLICATION BE FILED? With the U.S. Internal Revenue Service Office with whom the Federal tax returns are filed.

WHEN MUST THIS APPLICATION BE FILED? (a) By those who pay wages, on or before the seventh day after the date on which business begins. (b) By others in sufficient time for the identification number to be included in return, statement, or other document.

HOW THIS APPLICATION SHOULD BE FILLED IN. All answers should be typewritten or printed plainly with ballpoint pen in black or dark blue ink.

Items 1 and 2. Enter in Item 1 the true name of the applicant and enter in Item 2 the trade name, if any, adopted for business purposes. For example, if John W. Jones, an individual owner, operates a restaurant under the trade name of "Busy Bee Restaurant," "John W. Jones" should be entered in Item 1 and "Busy Bee Restaurant" in Item 2.

NOTE—If created by statute, court order or decree, charter, oral or written agreement, will, declaration of trust, or other legal instrument, enter in Item 1 the full name recognized thereunder. If a corporation, enter in Item 1 the corporate name as set forth in its charter or other legal document issued by the Government creating it. In the case of a trust, the name of the trustee should be entered in Item 1, and the name of the estate of the decedent, insolvent, etc., the name of the estate should be entered in Item 1 and the name of the administrator or other fiduciary in Item 2. If the true name is unusually long, it should be shown in a statement attached to this form. In such case, a short version of the name should be adopted for purposes of this form and entered in Item 1.

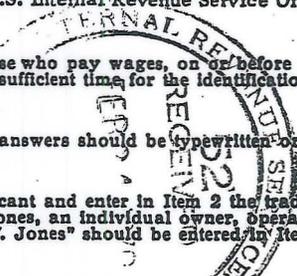


Exhibit C

Department of Health and Human Services- Child Care in Public Space

Application for Waiver of Capital Cost Fee

Program Name: _____

Address: _____

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

- 1. 10% Child Care Subsidies _____
- 2. Care for infants _____
- 3. Care for children with disabilities _____

Indicate time period (this should match your lease term)

Start date _____ End date _____

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

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

Printed Name _____

Signature _____

Date _____

Application for the capital fee waiver, including all attachments, should be submitted to:

Greg Stevens, Program Manager, Early Childhood Services
Department of Health and Human Services
7300 Calhoun Place, Suite 700
Rockville, MD 20855

Child Care Equipment Inventory



Facility Address: 2103 Luzerne Avenue
Silver Spring, Maryland
Provider Name: Rockville Day Care Association, Inc.

Check box to indicate who provided the item

Equipment	Quantity	County	Provider	N/A	Comment
Playground Equipment		✓			stationary pieces
Stove				✓	
Oven				✓	
Washer			✓		
Dryer			✓		
Refrigerator			✓		
Freezer			✓		
Microwave			✓		
Storage Shed		✓			



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, 10th floor
Rockville, Maryland 20855

EXHIBIT E