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

DATE: 1/4/06

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LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "License"), made this 4th day of January 2006, by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland (the "County") and MARYLAND CHILD CARE SERVICES, INC., a Maryland corporation and a Child Care Provider (the "Licensee" or the "Provider"), (the County and the Licensee or Provider together the "Parties").

BACKGROUND:

1. The County has a leasehold interest for the sole purpose of operating a child care center ("Child Care Center") in the building known as the Colesville Elementary School located at 14015 New Hampshire Avenue, Silver Spring, Maryland, Montgomery County, Maryland;

2. The County solicited requests for proposals from organizations interested in providing child care at the Coleville Elementary School;

3. A Child Care Provider Selection Committee reviewed applications and chose the Licensee to provide a child care program appropriate to the needs of the community;

4. The purpose of the County's Policy on Use of County Buildings for Child Care is:

   a. To establish consistent and reasonable rental rates for child care in public buildings licensed from the County;
   b. To establish responsibilities of the County and the Licensee; and
   c. To establish priority placement for children of County employees; and

5. The Licensee is licensed or certified by the State of Maryland or other bona fide certifying or licensing entity to provide child care services.

1. LICENSED PREMISES: The County does grant the Licensee the privilege, license and right to license space in the Room 130, the All Purpose Room , Room 145 (the "All Purpose Room") and Room (s) 136, 147, 149, 151 and 140 collectively approximately 3,325 licensable square feet located in the premises known as the Coleville Elementary School located at 14015 New Hampshire Avenue, Silver Spring, Maryland in Montgomery County, Maryland; (the "Licensed Premises"), as outlined in red on the attached **Exhibit A**, for the exclusive purpose of providing the child care services described in the Provider's Childcare Proposal attached as **Exhibit B** and incorporated as if fully set forth (the "Program").

2. LICENSE TERM: The term of this License is for two (2) years, commencing on July 1, 2004 and expiring on June 30, 2006 (the "License Term"). This License may be terminated at any time during the License Term or any extension of the License Term by the County upon thirty (30) days written notice to the Licensee, unless the Licensee's license or certification to operate a Child Care Center is suspended or revoked by the issuing entity, in which case the County is not required to provide thirty (30) days written notice to the Licensee. The County is under no obligation to provide alternative space for the Licensee and is not responsible for any moving costs or any expenses incurred by the Licensee as a result of the termination or expiration of this License for any reason.

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

4. LICENSE FEE:

A. License Fee: Beginning with the License commencement date, the Licensee will pay to the County as a License Fee, Eight Dollars and Fifty Cents ($8.50) per square foot for an annual rate of Twenty-Eight Thousand Two Hundred Sixty-Two Dollars and Fifty Cents ($28,262.50) payable in equal monthly installments of Two Thousand Three Hundred Fifty-Five Dollars and Twenty Cents ($2,355.20). All payments are to be made in advance on the first day of each month during each license year, and shall be payable by check to:

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

B. License Fee Increase: Commencing with January 1, 2005 and on the 1st of January thereafter during the License Term, and any Renewal Term, the County will establish the License Fee rate to be paid by the Licensee for the next year, by determining the average per square foot operating cost for all childcare facilities operated and maintained by the County. For purposes of this License, operating costs shall include, but not be limited to, the following:

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

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

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

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

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

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

5. USE OF THE LICENSED PREMISES:

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

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

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

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

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

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

8. USE OF ALL-PUPOSE ROOM BY THE COMMUNITY, DEPARTMENT OF RECREATION AND OTHER COUNTY AGENCIES

A. Subject to a nominal charge for the utilities determined by the agency known as Community Use and Public Facilities ("CUPF"), the All Purpose Room shall remain available to the community during the term of this License. Licensee agrees to make the All-Purpose Room available Monday through Saturday during the daytime from 9:00 a.m. to 6:00 p.m., but only when such use will not interfere with the Licensee's previously scheduled daytime activities. For the purpose of this License, the Licensee's activities are defined as those programs and activities directly related to the Licensee's Use of the Licensed Premises. All requests to use the All Purpose Room will be channeled directly to CUPF and placed accordingly to the priorities indicated in the Guidelines for the Community Use of Public Facility as established by CUPF. The Licensee understands and agrees that no rental of the All Purpose Room is to be made except through CUPF. Licensee will provide CUPF with a schedule of its activities for the All Purpose Room on a semi annual basis, i.e., the Fall/Winter schedule (October through March) must be submitted by September 15 and the Spring/Summer Schedule (April through September) must be submitted by February 1. Times not scheduled for daytime activities by the Licensee shall be presumed to be available for

community use. Licensee agrees to make the All Purpose Room available Monday through Saturday at night from 6:00 p.m. to 11:00 p.m. and all day Sunday from 9:00 a.m. to 11:00 p.m., but only when such use will not interfere with the Licensee's previously scheduled activities during these times, as submitted by the Licensee in its semi-annual schedule. Any use by the Licensee deviating from its previously submitted schedule will be subject to the approval of CUPF. Licensee agrees to make the All Purpose Room available, upon request, from CUPF to the Montgomery County Supervisor of Elections for use as a polling facility during the day, if necessary, during the primary, general and special elections, irrespective of Tenant's prior scheduled activities. The County shall hold the Licensee harmless and defend the Licensee from any and all claims of liability arising by virtue of the community's use of the Licensed Premises, parking facilities, athletic fields adjoining grounds or any portion thereof, except for damage or liability arising from the negligent acts or omissions of the Licensee, Licensee's agents, employees, guests or contractors.

B. Licensee hereby acknowledges that the All Purpose Room is to be used by the Licensee for its activities related to its Use and not for storage purposes. Further the Licensee agrees that no material or equipment will be stored in the All Purpose Room as of the effective date of this License Agreement.

9. ENROLLMENT: The Licensee acknowledges and agrees that the Licensed Premises will be licensed for a maximum ninety-five (95) infants and children. The Licensee must inform the County whenever the maximum licensed capacity increases beyond ninety-five (95) infants and children.

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

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

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

B. Share its Program enrollment data with the County;

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

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

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

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

12. 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.

13. 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 4, Paragraph (B), including refuse removal, recycling, and pest control. Any janitorial services beyond regular County services will be the responsibility of the Licensee. If pest control is required after normal working hours, the Licensee or the Licensee's representative must be available if requested by the County.

C. The County will provide fire extinguishers where needed.

D. The County will be responsible for the payment of utilities necessary for the operation of the building of which the Licensed Premises are a part.

E. The County will be responsible for maintenance of the grounds immediately adjacent to the building of which the Licensed Premises are a part.

F. The County will be responsible for snow and ice removal or treatment of walkways and the parking areas, as it becomes necessary.

G. The County will be responsible for all renovations required to meet state licensing regulations.

H. The County will be responsible for major structural repairs, and maintenance and repair of the building's mechanical systems.

I. The County and the Licensee agree that the County's maintenance responsibilities, as set forth in items (B), (C), (D), (E), (F), (G) and (H) of this Section will be performed by the County, at the County's expense.

14. 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.

15. LIABILITY, PROPERTY DAMAGE AND FIRE INSURANCE:

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

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

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

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

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

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

if the Licensee complied with the requirements of this License Agreement pertaining to insurance.

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

16. 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.

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

A. The Licensee must not keep gasoline or other flammable material or any explosive within the Licensed Premises which will increase the rate of fire insurance on the Licensed Premises beyond the ordinary risk established for the type of operations described in Article 5. Any such increase in the insurance rate due to the presence of gasoline, other flammable material or explosives, or due to the Licensee's operations within the Licensed Premises, must be borne solely by the Licensee. The

Licensee must not willfully do any act or thing in or about the Licensed Premises which may make void or voidable any insurance on the Licensed Premises or the premises of which the Licensed Premises are a part, and the Licensee must conform to all rules and regulations established from time to time by the County, the Maryland Insurance Rating Bureau, or any other authority having jurisdiction over such matters.

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

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

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

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

F. The Licensee must comply with all rules and regulations with regard to the use of the Licensed Premises that may be from time to time promulgated by the County. Any violation of said rules and regulations

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

G. The Licensee must maintain in good condition, and promptly and diligently repair any damage to (or replace if reasonably necessary in the circumstances), any trade fixtures, except as provided for in Article 13.

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 13 and 17 of this License. The Licensee must keep a

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

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

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

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

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

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

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

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

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

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

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

18. DESTRUCTION OF LICENSED PREMISES:

A. In the event of damage to or destruction of the Licensed Premises or any part of the Licensed Premises by fire, storm, flood or other casualty which does not require the Licensee to suspend entirely its business, the County shall, as soon as practicable after said damage or destruction, repair and restore the Licensed Premises to the condition they were in immediately prior to said damage or destruction. Should such damage or destruction of said premises or any substantial part of the Licensed Premises render the Licensed Premises wholly unavailable for use by the Licensee for use as a Child Care Center, the County shall promptly begin and diligently pursue the repairing, restoration and rebuilding of the Licensed Premises as nearly as possible to the condition they were in immediately prior to such damage or destruction or with such changes or alterations as the County may determine appropriate. In the alternative, the County may terminate this License within thirty (30) days following the date of the destruction of the Licensed Premises as described above by sending a termination notice to the Licensee.

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

19. 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.

20. 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.

21. RIGHT OF ENTRY:

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

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

22. 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.

23. 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.

24. 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.

25. 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.

26. NON-DISCRIMINATION: The Licensee agrees to comply with the non-discrimination in policies in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code (2004), as amended, as well as all other federal, state and local laws and regulations regarding discrimination. By signing this License Agreement, the Licensee assures the County that in accordance with applicable law, it does not, and agrees that it will not engage in any discrimination in violation of the above sections of the Montgomery County Code as well as any other federal, state or local laws, rules and regulations.

27. 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.

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

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

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

With a copy, that does not constitute Notice to:
Montgomery County, Maryland
Office of the County Attorney
101 Monroe Street, 3rd Floor
Rockville, Maryland 20850

29. RESIDENT AGENT: The Resident Agent for the Licensee is Dr. Joy Bloom and its address for receipt of notices and service of process is 14015 New Hampshire Avenue, Silver Spring, Maryland 20904. The Licensee must immediately notify the County of any change in resident agent or resident agent's address.

30. 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.

31. 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.

32. 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.

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. (2002 Repl. Vol.) (the "LGTCA"); Md. Code Ann. Art. 25A, § 1A (2003 Repl. Vol.); and Md.

Code Ann., Cts. & Jud. Proc. § 5-509 (2002 Repl. Vol.), (together the "County Indemnification Statutes"), all as amended from time to time, and that any indemnification given by the County in this License is not intended to create any rights or causes of action in any third parties or to increase the County's liability above the caps provided in the County Indemnification Statutes, as applicable.

SIGNATURE PAGE TO FOLLOW

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

WITNESS:

By: Rebecca S Domaruk

COUNTY:
MONTGOMERY COUNTY,
MARYLAND

By: Joseph F. Beach

Joseph F. Beach, Assistant
Chief Administrative Officer

Date: 12/30/05

WITNESS:

By: Mariagrande

LICENSEE:
MARYLAND CHILD SERVICES,
INC.

By: [signature]

Its: President

Date: 12/12/05

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: Eileen T. Brennan

Date: 8/19/2005

RECOMMENDED

By: Cynthia L. Brenneman

Cynthia L. Brenneman, Director
Office of Real Estate

Date: 8/9/05

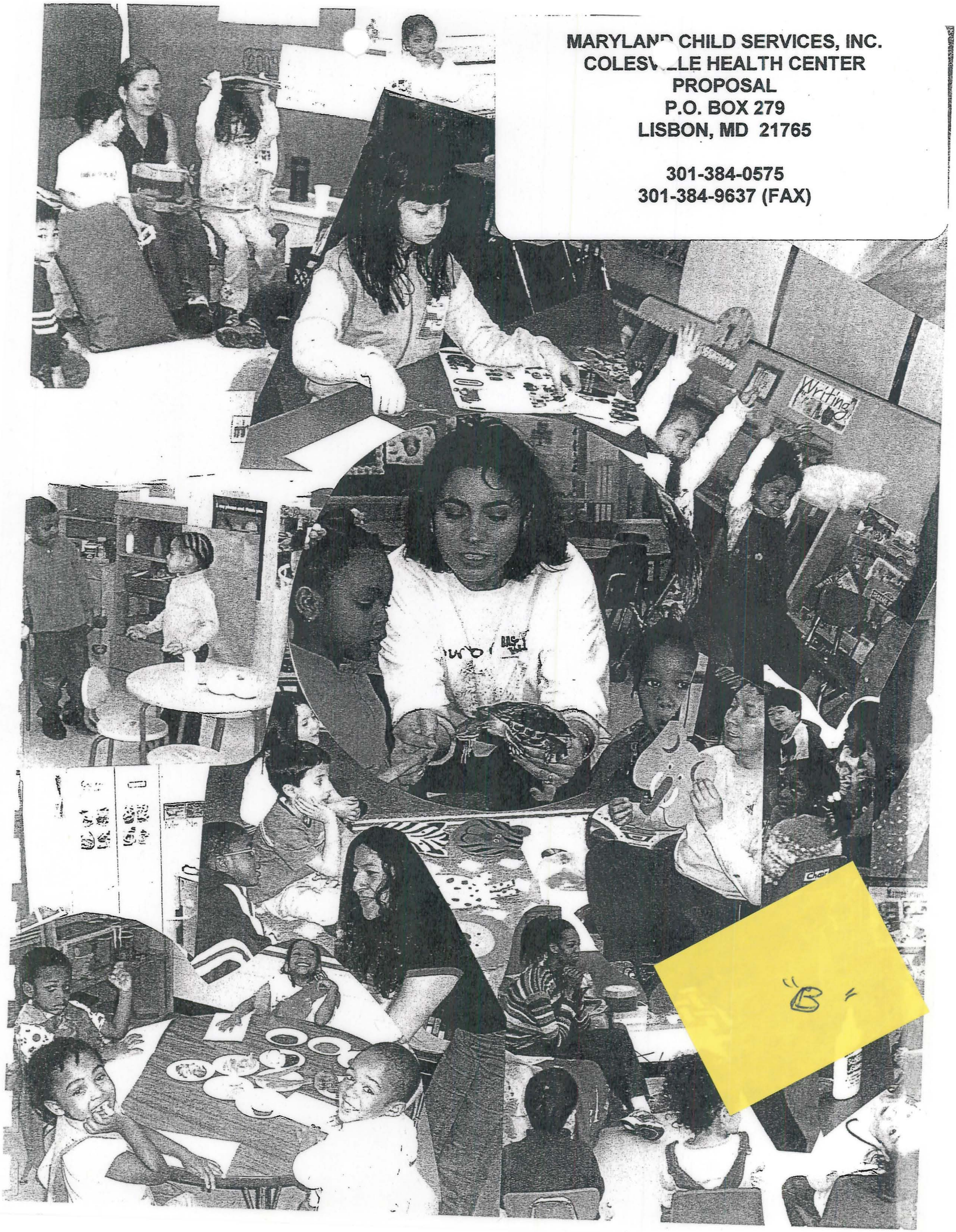
EXHIBIT A
Colesville

EXHIBIT A
Colesville

EXHIBIT A
Colesville

MARYLAND CHILD SERVICES, INC.
COLESVILLE HEALTH CENTER
PROPOSAL
P.O. BOX 279
LISBON, MD 21765

301-384-0575
301-384-9637 (FAX)



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PART A: QUALIFICATIONS OF APPLICANT

1. APPLICANT INFORMATION

Maryland Child Services, Inc. is the applicant for the space at the Colesville Health Center. The mailing address is Post Office Box 279, Lisbon, Maryland 21765. The telephone number is 301-384-0575 and the fax number is 301-384-9637. The fax machine is on all the time. The contact person is Dr. Joy Bloom.

Dr. Bloom has worked in the child care field since 1972. She has been the Administrator for Maryland Child Services, Incorporated since the corporation's inception. She has also been the Director of the Colesville Child Center for the past twenty years. During this period she has served on a number of County and State Committees. She has been an active proponent for quality child care and the need for funding at the State level. She is currently a member of the Maryland Committee for Children. Her experience and expertise in the child care field make the Colesville Child Center under her tutelage a show place used by community colleges, University of Maryland, Trinity College and trainers, for observation and internships.

Maryland Child Services, Incorporated was incorporated in Maryland in 1972 and has been serving Montgomery County families since that time. The organization has been housed in buildings owned by Montgomery County Public Schools and Montgomery County Government owned buildings serving the diverse needs of the populations of each area. Members of our organization serve on Montgomery County boards concerned with changes in regulations and assistance that affect children. Our staff also provides workshops for other organizations.

2. OTHER PROGRAMS OPERATED BY APPLICANT

Maryland Child Services, Incorporated currently operates four programs in Montgomery County.

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

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

c.) Sherwood Child Center is located at 1403 Olney-Sandy Spring Road, Sandy Spring, Maryland, 20860. (On the grounds of the Sherwood Elementary School). This Center is open all year Monday through Friday from 7:00A.M. until 6:30 P.M. Sherwood is licensed for forty children. The Director is Ms. Marsha Givens.

d) The Page Center is located in the Page Elementary School located at 13400 Tamarack Road, Silver Spring, Maryland, 20904. The Center serves children attending the Page School, ages five through eleven, and has a pre-school program open to three and four year old children. The Center is open all year and is licensed for fifty children. Page opens at 7:00 A.M. and closes at 6:30 P.M. Mrs. Venita Jackson is the Administrator and Mr. Frank Hemming is the Director. The building manager is Mr. Paul Johnson and he can be reached at 301-989-5672.

February 13, 2004

To whom it may concern,

My daughter has been attending Colesville Childcare Center for two years August, 04. I am very pleased that she is learning all the things that I would have taught her and more. My goal was to have her in a center that was healthy, clean, safe, and family oriented. We have found that in Colesville Childcare Center.

Each class has a teacher and one or two other ladies or gentleman, assisting with the children. That works well, so each child's needs are met on an individual basis. As a family receiving vouchers for our daughter, it enables us to not have the extra burden of working a second job, therefore allowing us to spend quality time with her.

The vouchers are a great help, but if we did not receive them for her, we would work harder to continue her stay with Colesville Childcare Center.

If you have any questions or would just like to speak with me regarding the center, please feel free to call me @ (301) 439-4330, ext. 145.

Cordially,

Yolanda Harris

Leslie A. Greene
127 Amberleigh Drive
Silver Spring, MD 20905

February 7, 2004

Montgomery County Department of
Health and Human Services
332 W. Edmonston Drive
Rockville, MD 20852

Dear Sir or Madam:

It has been brought to my attention that the space where the Colesville Child Care Center is located is in jeopardy. I have had both of my daughters registered there for the past four years. When I started my search for day care facilities I checked out numerous facilities in the area. Colesville was the only one I felt completely comfortable with. I immediately knew that it was a nurturing and safe environment for my most precious assets, my children. The director, Dr. Bloom, made me feel welcome and gave me a detailed rundown of the services offered.

Not only do they have an outstanding program during the school year, they also have a wonderful summer program that includes field trips as well as educational programs to keep my children actively involved. Now that my children are both in school, my youngest is now in kindergarten and my other daughter is in first grade, they set aside time immediately after school for my daughters to do their homework. They also have an outstanding staff that helps them with any difficulties they might have. My daughters have also participated in Hands On Science, a free program offered after school at the center that encourages active participation in science.

I feel blessed in the fact that not only does their staff genuinely care about my children, they also are very stable. Keeping good day care providers is extremely difficult. At Colesville, the staff is caring, knowledgeable and spends time setting up programs that both nurture and educate the children. Many of their staff is bilingual and my children now know more Spanish then I ever will. In the pre-school years my children had the benefit of participating in programs that included music, art, reading, writing and, of course, outdoor free time. I feel that my children went into grade school with a well rounded education that gave them an invaluable head start on their education.

I can not stress highly enough how important Colesville Child Care Center has been not only to my children, but to my family as well. Along with their outstanding services they also provide transportation to the elementary schools in the area. The most stringent test for a day care center, for me, is how my children talk about it. My family has made lasting relationships with both friends and staff at Colesville. To lose their services on both a personal and a community level would be a tremendous loss. I urge you to consider all that I have written and to renew their contract so they may continue providing their outstanding services to our children and our community.

Sincerely,

Leslie A. Greene

Leslie A. Greene

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Douglas M. Duncan
County Executive

Carolyn W. Colvin
Director

March 4, 2004

Joy Bloom
Maryland Child Services, Inc.
Colesville Children's Center
14015 New Hampshire Ave
Silver Spring MD 20904

Dear Ms. Bloom

This letter offers a sincere appreciation for your services to the Head Start program in Montgomery County. The Colesville Children's Center's operation of a Head Start classroom site represents an integral part of the Community Action Agency's efforts to provide quality community-based services to low-income children and their families. While your center's operational connection with the Head Start program in Montgomery County is a subject of a contractual arrangement which has a regular review and renewal process, our plans for next year include providing services in our existing contracted sites. If the Colesville Children's Center was unable to provide a classroom and supportive staff for the Head Start program, there would be a critical void in that area of the county.

We certainly hope that your efforts for renewal of your use of the County space at that New Hampshire location are successful. The Community Action Agency has always been supportive of programs targeting early care and education of low-income children, especially those which are our Head Start partners. We support your efforts to remain a viable child care facility in the East County area as a Head Start contractor in the coming year.

Sincerely,

Felicia Turner
Executive Director

fr:hs:pe

Crisis, Income and Victim Services • Community Action
8210 Colonial Lane, Suite B • Silver Spring, Maryland 20910 • 301/565-7460, TTY 301/565-7460, FAX 301/565-7457

PART B: SCOPE

1. PHILOSOPHY AND OBJECTIVES

Both the philosophy and the objective of the Colesville program run together. The objective is found within the philosophy, which is to incorporate the wealth of diversity found in the Colesville community, and meld it into the program. This is achieved through a well thought out program and well educated staff. Many of the staff reflects the diversity of the community. We feel that the heart of any program is the staff and their quality of relationships with the children and the families. Staff that nurture, show respect, demonstrate resolution by discussion, are flexible, enthusiastic and understand the needs of each child will thus provide such a program.

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

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

2. AGES AND NUMBERS OF CHILDREN:

The children to be served range in age from two years old to those in the sixth grade and are assigned to space in accordance with their age. Two, three, and four year old children each have their own classroom, where the number of children is assigned by the County according to both age and room square footage. Kindergarten and school age children share space that can be divided by movable partitions when desired.

Room One is licensed for thirteen children, Room Two is licensed for fourteen and Room Three, the two year room, is licensed for twelve. The All Purpose Room, which includes the stage area, is licensed for thirty children.

Movable partitions allow for homework space, computer usage and special art, craft, chess, or science activities.

3. OPERATION OF THE PROGRAM

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

4. SPECIAL POPULATIONS:

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

b) Our Organization has always accepted any family with a subsidy. All of our brochures and information states that Working Parent Assistance and Purchase of Care Vouchers is welcome.

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

5. LINKAGES, SERVICES, SCHOLARSHIP AND SPECIAL PROGRAMS

During the past years we have forged relationships with many services offered in the County such as Head-start, Child Find, Easter Seal, Lions Clubs, Montgomery County Recreational Programs, University of Maryland, local community colleges and many others. We maintain a strong tie with the schools that we serve and the community served by these schools. All of these relationships help us to maintain ongoing services to families and their children.

Families with vouchers are provided with scholarship assistance when possible to offset the difference between the voucher and the Center fee. We are proud of the fact that we believe in Community Reinvestment, this year we are providing over $35,000.00 in scholarship funds to the children in the Colesville program.

We have been able to have the services of a Mental Health Consultant for the past three years. She has helped our teachers work more effectively with difficult children; she has consulted with parents and directed parents to needed services in the County. She has provided workshops to all of our staff to help them deal with difficult subjects, such as the sniper shooting, sexual improprieties, and child abuse.

This year the Colesville Center has become a Community Based Head Start Program. We provide the half-day Head Start children with a full day of educational programming. They also attend the Center on non Head Start days.

Many of our children come from families in which English is the second language. Currently the families in our Center speak fourteen different languages in their home and represent over forty different countries. While we cannot provide instruction in all languages, recognizing the increase in Spanish, all of our pre-school/kindergarten students are learning Spanish through games, songs and other activities.

In a reverse situation of the above, a number of our highly qualified teachers, who's first language is English have some difficulty in speaking with parents. We currently are providing in-house English language lessons to improve the communication between parents and staff.

The school age program incorporates a homework component that both oversees that the homework is completed, and checks for accuracy. If it is

apparent the child does not understand the homework, help is given to understand the problem.

Our program includes a special art teacher, a "Hands on Science" Teacher, and once a week for each group of children and instruction in chess by a chess master.

The computers used in the pre-school classroom are loaded with educational programs and computers are available to the school age children for both school assignments and fun.

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

The program also provides the children with the opportunity to learn about community service and to participate in a community service project, such as the Children's Hospital Cancer drive.

6. START-UP TIME FRAME

We do not have a start up time frame, but an ongoing time frame.

Our time frame begins in March with preparations for a summer program.

Brochures and advertisements about the program are distributed and enrollment begins.

Program design and discussion of goals and objectives for the summer is discussed with the staff.

Appointments are set for various visits and visiting programs.

In April we distribute brochures for the fall program.

We provide several in-service staff development programs for our staff, to set the mood for the summer and fall programs.

All staff who are not current in CPR or First Aid attend the necessary workshop given at the Center.

PART C: BUDGET

1. FEE SCHEDULE

We offer a variety of services to help meet the child care needs of each individual family. Our contact, which is Attachment D, provides a fairly complete breakdown of the various services we offer. In addition to standard as outlined in our contract we are also flexible and will discuss special requests by a family on a "case by case" basis. Again, we are very attentive to meeting the needs of the families within our community.

Please refer to Attachment D for a breakdown of tuition fees, late fees, registration fees and siblings discounts.

2. OPERATING BUDGET

SALARIES AND WAGES

Salaries	$406,312
Overtime	$ 2,350
Paid Time Off	$ 18,146

OTHER EXPENSES

Accounting	$ 2,500
Administration	$ 3,500
Advertising	$ 250
Casual Labor	$ 7,532
Equipment	$ 6,300
Fieldtrips	$ 4,675
Food	$ 24,728
Liability Insurance	$ 21,410
Misc	$ 2,400
Office Supplies	$ 1,575
Postage	$ 400
Printing	$ 1,500
Rent	$ 22,500
Supplies	$ 4,500
Telephone	$ 3,100
Training	$ 4,000
Transportation (School Trans)	$ 14,650
Workers Comp. Insurance	$ 6,497

TOTAL OPERATING BUDGET **$558,825**

ATTACHMENT A

PART D: PERSONNEL

1. NUMBERS, CATEGORY AND STAFF/CHILD RATIO

The pre-school child/adult ratio is kept at 1:5, 1:4 for two-year-old children, as preferred by the NAEYC.

The number of staff is dependent on the number of children the Center can be licensed for as well as the number of full and part time students that are registered. The Center serves children attending County part time programs, such as Headstart, Pre-K, or special centers in a half-day program.

Our current staff is highly educated, experienced and stable. The head teacher in the two-year room has twice renewed her CDA and has been with the Center for over five years. Her assistant has her ninety-hour course and five years experience, one aide has worked at the Center for over ten years and the second aide is new and enrolled in the ninety-hour course. The three-year room's head teacher has a Bachelor Degree in Early Childhood and over five years experience. Two aides assist her; one has been with our program four years and the other two years. The four-year head teacher has a Bachelor Degree in Early Childhood, over six years experience and has been with our program for three years. Her assistant also has a degree in Early Childhood while her aide has completed the ninety-hour course and both have been with the program two years. The Kindergarten program and the school age program staff consists of four teachers with Bachelors Degrees or higher and one aide completing the school age course and one other aide. All of the school age staff has more than five years experience and all have been with our program more than five years.

Director's responsibilities are described in attached as page 12A.

DIRECTOR RESPONSIBILITIES

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

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

2. SALARY RANGES AND BENEFITS

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

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

All full time staff accrues hours that can be used for personal leave, vacation or illness. The amount of hours accrued increases with both position and longevity.

New staff receives forty hours after one year and this increases gradually to a maximum of six weeks.

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

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

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

Children of staff attend at half the normal charge.

3. STAFF ORIENTATION AND ON-GOING TRAINING

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

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

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

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

Maryland Child Services, Inc.
Personnel Policies

Revised
March 2003

ATTACHMENT B

MARYLAND CHILD SERVICES, INCORPORATED

PERSONNEL POLICIES

Please read the information contained in this manual very carefully.

The following policies govern the position for which you are employed.

The most important information is for you to fully understand that the mission and reason for the existence of this center and therefore your position is to serve the children and their families to the best of our abilities.

At all times you will treat the children, parents and other staff with respect. You will listen to what they have to say and not ignore or make fun of what they say. You will maintain an open line of communication with those who supervise your work and those whom you supervise. You will not enter into an unhealthy grapevine of gossip, which is injurious to the entire center. The result is misinformation that is often damaging to other staff or the program as a whole.

Personal problems and pleasures should remain at home. Discussing your personal life in the presence of children is inappropriate and unacceptable in this organization. Your personal life should not be a part of your conversation with parents.

Paperwork:

New employees will not begin work until the following paperwork is submitted:

Personnel Form
Healthy Inventory
TB Test
Emergency Form
W-4 Tax Form
Fingerprint Information
Proof of Citizenship or INS Green Card/Work Permit
Drug Testing (may be required)

You will receive the following paperwork:

Employment Contract
Personnel policies Booklet
Job Description
Discipline Policy

Orientation

There are three (3) steps in the orientation process.

Step 1
Begins with the interview process were you will receive verbal information concerning the organization, the center and the position. You will be told what your position entails in terms of responsibility and duties.

You will be shown around the center and introduced to the other staff.

You will be asked how you would handle various situations.

You will be expected to spend two hours in an appropriate age classroom without pay to understand what the position requires.

You will receive a copy of the personnel policies and a job description.

Step 2
On your first day of employment, the director or administrator will sit down with you and review the personnel policies. If you have any questions this is the time to openly discuss them. You will start at your position under the guidance of the head teacher, director or administrator. This will serve as a support system over the next week or longer if the position requires it.

Step 3
At the end of a six (6) week probationary period there will be an evaluation of your work. Following this evaluation there will be ongoing assistance and support from your supervisor.

ALL EMPLOYEES

A. Assigned Schedule

You are expected to be on time and prepared to work when you sign in. Signing in and out is done through the use of a time clock. Handwritten times or messages are not accepted. The time clock markings on your time card are legal documents.

You may not alter your schedule unless the director or administrator approves it.

If you are scheduled to work more than six (6) hours per day you must take a half-hour (30 minutes) unpaid break. The director or the administrator will assign this break period.

B. Overtime

Overtime pay rates are paid if you physically work over forty (40) hours in a one-week period. Overtime is paid at one and one half (1 ½) your regular hourly salary.

When hours over forty (40) hours includes non-worked hours such as, paid holidays or accrued paid time off you will not received overtime pay until you have physically worked over forty (40) hours.

C. Wages:

Our pay periods are bi-weekly. The pay period begins on a Wednesday and ends on a Tuesday. You will receive your paycheck on the Friday following the end of the current pay period. Payroll checks are not distributed until after 2:00pm. If you do not work on Friday or your day ends prior to 2:00pm we will try to have your check available earlier. When pay day falls on a bank holiday we will make every effort to pay you on Thursday.

All required taxes such as Social Security, Medicare, State and Federal Withholdings are withheld from your wages.

Deductions, both requested and mandatory will be noted on your paycheck.

D. Benefits:

In order to be eligible for any benefits you must be a full time employee. A full time employee is one who is scheduled to work a minimum of thirty (30) hours per week, not including break periods. If you are a forty (40) hours per week employee you will be given 2 ½ hours of break time during the week. You must sign out and sign in when you leave and return from your assigned break period.

There are no benefits available until you have received your six (6) week evaluation.

If you are a full time forty (40) hour a week employee you will earn the following:

> During the first year plus six 6 week probation period of employment you will accrue forty (40) hours of personal use leave. This accrues at the rate of 1.54 hours every two weeks. This leave may be used for personal needs such as vacation or illness.
>
> During the second year of employment you will accrue eighty (80) hours of personal use leave. This accrues at the rate of 3.08 hours every two weeks. Personal leave accrual increases by forty (40) hours each year until the maximum of one hundred (160) hours is accrued on a period of one year.

We feel that time off is very important to maintain a healthy and productive work environment for our employees. Therefore, you may not carry more than two hundred (200) hours of leave without losing any additional accrued hours. It is advisable that you not accrue hours in excess of two hundred (200) as you will "lose" them.

If you work thirty-five (35) hours the accrued personal leave will be reduced to thirty-five hours personal leave the first year plus six (6) weeks and seventy (70) hours the second year. This will increase over the next two years until you receive one hundred forty (140) hours.

If you work thirty (30) hours your accrued time is thirty (30) hours the first year plus six (6) weeks and sixty (60) hours the second year. This will increase over the next two years until you receive one hundred and twenty (120) hours of personal leave.

If the actual hours of work fall below sixty (60) hours per pay period, even though you are assigned more hours, you will receive no accrued personal leave for that pay period. Hours accrued are based on hours actually worked.

If you are a part time employee that shifts to full time in the summer you will not receive any personal leave benefits as you are still considered a part time employee.

If you intend to use your accrued hours for more than two days, such as vacation, you must submit the request in writing at least four (4) weeks in advance. It is then approved on a first request basis and can be refused. If time off request is refused and still taken this action is grounds for immediate dismissal.

No request for time off will be approved for the last week of summer break or the first three (3) weeks of the new school year.

After the first six (6) weeks of employment full time employees will be paid for the six (6) holidays the Organization is closed, provided that you work the day before and the day after the holiday. No matter what the reason for not working either of these days a non-appearance cancels the holiday pay.

E. Continued Employment

All directors, senior staff and group leaders must attain First Aid and CPR Child and Adult Certification during the first year of employment. This must be continually updated as required by regulations set forth by the Child Care Administration (CCA). During the first year of employment this fulfills three hours of the required workshops.

Continued Education requirement. Certification beyond the first year of employment does not count towards the Continued Education requirements as set forth by the CCA.

The number of hours of workshops required per year depends on your position. Directors are required nine (9) hours, senior staff and group leaders are required six (6) hours and aides are required three (3) hours. Workshops are offered throughout the year at the center and/or a local public library free of charge. If you choose not to attend these free of charge workshops it will be your responsibility to obtain the required continued educational workshops at your expense and on your time. If you are presently enrolled in high school or college and studying relevant courses, you may meet this requirement, please check with the administrator.

You are required to attend, without pay, three hours of staff and/or parent meetings, on an annual basis. Parent meeting may include family dinners we host periodically during the year.

You may be required to participate in random drug and alcohol testing.

F: DRESS CODE

You must wear clothing that is comfortable and allows you to sit on the floor, work with paint and other dirty mediums, and to go outdoors in all types of weather.

Shoes must be a tie on type, such as sneakers or oxfords. Open toes, slip on or heels are not acceptable because they hinder active play participation.

Pants and shirts are acceptable. The shirts may not advertise products or be "cute" or "funny." Shorts cannot be "cut-offs" or above mid-thigh.

Clothing must be clean and in good repair (not patched, tattered or torn) at all times.

If your group swims you must wear an appropriate swimming suit. Woman are prohibited from wearing revealing bikini style swimming suits and men are prohibited from wearing "cut-offs."

G. Reasons for Immediate Dismissal

All of the following will result in the immediate dismissal:

Cursing
Physical or verbal abuse
Continued inappropriate dress or improper behavior
Smoking on the premises
Imbibing alcohol on the premises
Under the influence of alcohol and/or drugs on the premises
Repeated absences

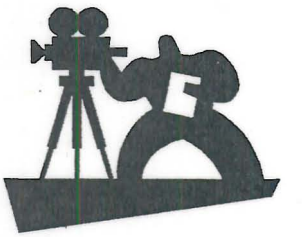
Refusing to work assigned hours
Refusing to do a job assigned by your supervisor

NOTE: If you are dismissed for cause, all benefits are forfeited.

H. Grievance Procedure

Whenever possible problems should be settles within the center. If this is not successful the grievance should be submitted in writing to the administrator. If the grievance remains unresolved a written copy should be submitted to the Montgomery County human Relations Board.

Maryland Child Services, Inc.
Summer Program
2004
COLESVILLE CENTER



Summer Camp Program open to children entering Kindergarten through Fifth Grade.

Register for one week or the entire summer.

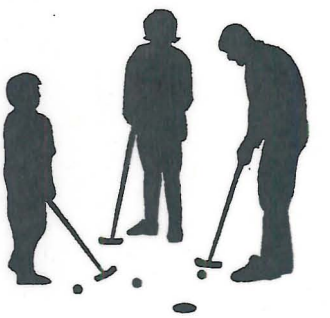
The weekly fee cost is $170.00 per week with a $5.00 discount per week if you register for 6 or more weeks. There is a $50.00 Activity Fee that is due at the time of registration. Weekly fee is inclusive of all admission fees associated with field trips!

The program includes such trips as:

National Wildlife
Folklife on the Mall
Air and Space Museum
Howard County Fair
Summit Hall
Bethesda Performing Arts
Museum of Industry
Rosehill Manor
Greenbriar State Park
Other County Parks

We will participate in the Montgomery County Library Program to encourage reading throughout the summer.

There will be several half-day activities such as:

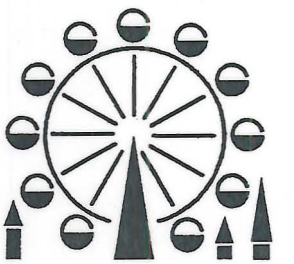


Putt Putt Golf
Bowling
Movies
Swimming
Roller Skating
Field Day
& Much More!

Each program is limited in the number of children that it can accommodate so return your registration as soon as possible!

Group 1 - Entering Kindergarten
Group 2 - Entering 1st & 2nd Grade
Group 3 - Entering 3rd - 5th Grade

We staff at a ratio of less than 1:10
Our Staff is highly qualified and experienced.



Attachment C

Maryland Child Services, Inc
Rack Rats
Summer 2004

To become a Pack Rat you must be entering sixth grade or above. This program is designed and to a large extent carried forward by the group participants.

All participants are responsible for their behavior and actions. The group (with counselor oversight) may request that a participant be removed from unacceptable behavior such as, but not limited to, fighting, name calling and cursing.

A portion of the money that you pay for this group is returned to the group for weekly plans and trips. It is hoped that the value of money will be understood as it is spent or saved for future weeks.

Field trips may include visiting a local amusement park, swimming, movies and other places as the decided by the group.

The group is limited in size to thirteen.

There is a $50.00 Activity Fee and the weekly fee is $190.00

Attachment C

KINDERGARTEN ENRICHMENT PROGRAM

Dear Parents:

The Kindergarten Enrichment Program at the Colesville Center is designed to provide children with an environment that encourages, develops and guides their physical, social and intellectual growth.

Our Program is based on an integrated curriculum using Learning Centers that are designed to provide the children with variety and stimulation in such areas as language, math, science, art, music, drama, computers, and gross and fine motor skills.

The Following is a brief description of our Program:

Language Arts – the focus in this area is on comprehension, speaking, pre-reading skills and writing.

Mathematics – major concepts introduced are patterning, sorting and sets, counting, number recognition, shapes, comparisons, measuring and organizing information.

Science – hands on activities that teach children learn to observe, question, explore, experiment, predict and solve problems.

Art – this area is designed to encourage creativity and to allow children express themselves through a variety of art media.

Music – introduces simple songs, finger plays, musical instruments and an appreciation of different types of music from various cultures.

Drama – allows the children to express themselves in a variety of ways using both props and body language.

Spanish – Teaching words, numbers, songs and simple communication skills

The main goal of the program is to ensure that your child has a successful and happy initial school experience.

The curriculum used was developed and designed by Dr. Joy Bloom, Director of the Colesville Center.

Attachment C

PART E: PARENT INVOLVEMENT

2. COMMUNITY OUTREACH AND REGISTRATION PRACTICES

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

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

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

3. PARENT ACCESS AND COMMUNICATION

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

The Center must enter into a partnership with the parent to ensure that the child receives similar messages at school and at home. The parent is the most important influence in the life of the child, and the center must strive to meet the parent's expectations as to socialization, education, physical and thinking skills. There must always be a free and open path of communication between the Center and the parent. At least once a year, more often if needed, the parent and teacher in the pre-school will sit down and evaluate what the child's progress has been and what to anticipate for the remainder of the school year. When we prepare to advance a child from one class to the next we require a family meeting that includes the child. We explain the differences between the two programs and the new expectations. We always ask both the child and the parents if they are ready for the change and abide by their decision.

4. PARENT INPUT/EVALUATION

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

2. FOOD SERVICE

The Center participates in the USDA food program for children. This assures you that our meals meet all nutritional requirements.

We provide breakfast and snack to all children present at the time the meal is served. This is available all year.

Lunch is provided to all pre-school and kindergarten children. During non school days school age children must bring lunch. We will provide the milk. If it is necessary to provide a lunch to a school aged child there will be a charge. During the summer only pre-school children receive lunch. We use the Montgomery County Public Schools meal service during the school year. During the summer we have the lunches catered into the Center.

If a child has food allergies a physician's note is required as set forth by the Child Care Administration. If a child has religious restrictions we ask that the parent inform our staff and we will observe those restricitions.

Meals and snack times contribute to the development and socialization of the children. It is preferable that the parent does not provide additional food. If a parent chooses to provide the food we ask that they do so every day and do not include candy or soda since other children feel left out.

We help the children learn to use the proper eating utensils. Our staff sits and eats with the children and encourages proper table manners and good eating habits.

Revolving Breakfast Menu

	Monday	Tuesday	Wednesday	Thursday	Friday
Week One	Cereal Milk and Juice	Biscuit and Jelly Milk and Juice	Scrambled Eggs Fruit Cup Milk	French Toast Butter & Syrup Milk and Juice	Roll and Cheese Milk and Juice
Week Two	Cereal Milk and Juice	Cheese Toast Fruit Cup Milk	Bagel Cream Cheese Milk and Juice	Nurti-Grain Bars Fruit Cup Milk	Donut Fruit Cup Milk
Week Three	Cereal Milk and Juice	French Toast Butter & Syrup Milk and Juice	Scrambled Eggs Fruit Cup Milk	Biscuit and Jelly Milk and Juice	Cheese Toast Fruit Cup Milk

MONTGOMERY COUNTY PUBLIC SCHOOLS

February 2004 ELEMENTARY Café MENU

Division of Food and Nutrition Services

Paid—$1.00
Reduced—30¢, Free

Paid—$1.75
Reduced—40¢, Free
40¢

Second lunches may be purchased at a la carte prices.

For special ingredient information, contact the Food & Nutrition Services office.

Menu subject to change.

Character Counts

"You can easily judge the character of a man by how he treats those who can do nothing for him."
James D. Miles

Breakfast Wrap

Pear's
Milk

Pancakes with Syrup
Apricots
Milk

Cinnamon Roll
Mixed Fruit
Milk

Sausage &/or
Cheese Sandwich
Orange Juice
Milk

French Toast Sticks
with Syrup
Pineapple
Milk

Cereal or Bagel or Yogurt
Fruit of the Day
Milk

+Hot Dog
Baked Beans

OR
Beef and Bean Burrito
Corn

Fruit Cup
Applesauce
Milk

Café Burger
Tater Tots

OR
*BBQ Pork Riblet
w/Soft Bun
Tater Tots

+Turkey Rice Soup
Pears
Milk

French Bread Pizza
^Cheese or

*Pepperoni
OR
Teriyaki Beef Bites
Mixed Vegetables
Dinner Roll
Chocolate Pudding
with Whipped Topping
Chilled Orange Juice
Milk

Chips Olé
Taco Sauce

OR
+Chicken Patty
w/Soft Bun
Tater Tots

Fruit Juice Bar
Raisins
Milk

Pizza
^Cheese or

*Pepperoni
OR
Pancakes
*Sausage Links
Syrup
Baby Carrots w/Dip
Fresh Fruit
Cookie
Milk

HOT and SPICY
+Chicken Strips
Green Beans
Dinner Roll
OR
+Hot Dog
Tater Tots

Fruit Cup
Chilled Orange Juice
Milk

Café Burger
Tater Tots
OR
+Turkey and Gravy
Mashed Potatoes
Dinner Roll

Pears
Applesauce
Milk

---

^Grilled Cheese
Sandwich
Tater Tots
OR
Shrimp Poppers
Corn
Dinner Roll

Vegetable Soup
Raisins
Milk

+Chicken Patty
w/Soft Bun
Mixed Vegetables
OR
French Toast Sticks
Syrup

Fruited Gelatin with
Whipped Topping
Chilled Apple Juice
Milk

Pizza
^Cheese or
*Pepperoni
OR
+Chicken Nuggets
Fruit Bread
Baby Carrots w/Dip
Valentine Raspberry
Sherbet
Cookie

---

* Pork Product + Poultry Products ^ Meatless

The menu web site is http://www.mcps.k12.md.us/departments/foodserv/

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/22/2004

PRODUCER
Old Dominion Insurance Agency
1451 Belle Haven Road, Suite 230
Alexandria, VA 22307
703-765-7653

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

INSURED
Maryland Child Services
Attn: Dr. Bloom
P.O. Box 279
Lisbon, MD 21765

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: Markel Insurance Company	
INSURER B: IWIF	
INSURER C: XS/Group, Inc.	
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/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	8502CC227948	06/24/03	06/24/05	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $1,000,000
A		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	8502CC227948	06/24/03	06/24/04	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $	4602CC227952	06/24/03	06/24/04	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000 $ $ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	3876412	06/24/03	06/24/04	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$100,000 $500,000 $100,000
A		OTHER Primary Medical Indemnity	4102CC227952	06/24/03	06/24/04	Medcial Benefit $20,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Extended Professional Liability Policy: 06/24/03-06/24/04 Policy # MPL1041
$500,000 each claim/$1,000,000 Aggregate/$1,000 Deductible
Teacher Professional Liability: $1,000,000 Each Claim
Montgomery County Government listed as additional insured

CERTIFICATE HOLDER

Montgomery County Government
Division Risk Management
101 Monroe Street, 15th 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 60 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
Lynn Thurman

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Statement of Financial Responsibility

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

YES_____ NO ✓

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

NONE

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

NONE -

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

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

301-774-6400 BALANCE 15,539- 3/2/04
Sandy Spring Bank, 17801 Georgia Ave, Olney MD
BALANCE 20,353- 2/26/04
M&T Bank, P.O. Box 767, Buffalo, NY 14240

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

NONE

4. List the names and addresses of all bank references 301-774-6400

SSB, 17801 Georgia Ave, Olney, MD 20832

301-933-6311

M:T Bank, PO Box 767, Buffalo, NY 14240

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

6. Bankruptcy:

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

YES____ NO ✓

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

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

YES____ NO ✓

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

C:\MSOFFICE\WINWORD\CRC\FACILITS\FINANC.M04

MARYLAND CHILD SERVICES

FINANCIAL STATEMENTS

FOR THE YEAR ENDED
DECEMBER 31, 2001

MARYLAND CHILD SERVICES

FOR THE YEAR ENDED
DECEMBER 31, 2001

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Statement of Cash Flows	5

OSTERMAN, POLLACK & MOSES, LLC
CERTIFIED PUBLIC ACCOUNTANTS

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

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

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

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

Osterman, Pollack & Moses, LLC

March 7, 2003

7315 WISCONSIN AVENUE, SUITE 850W • BETHESDA, MARYLAND 20814 • (301) 652-8590 • FAX (301) 656-2985 • www.opmcpa.com

MARYLAND CHILD SERVICES

STATEMENT OF FINANCIAL POSITION
DECEMBER 31, 2001

Assets	
Cash and cash equivalents	$ 8,318
Employee advances	4,740
Accounts receivable - miscellaneous	22,542
Land, buildings and equipment - net of accumulated depreciation	276,602
Total Assets	$ 312,202
Liabilities	
Payroll taxes payable	$ 23,759
Long-term notes payable	89,200
Total Liabilities	112,959
Net Assets	
Unrestricted	199,243
Total Net Assets	199,243
Total Liabilities and Net Assets	$ 312,202

See accountant's compilation report.

MARYLAND CHILD SERVICES

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2001

Revenues and Other Support	
Tuition	$ 830,564
Contributions	7,220
Total Revenues and Other Support	837,784
Functional Expenses:	
Program Services - daycare	
Children programs	68,290
Classroom supplies	8,708
Depreciation	13,797
Food	43,106
Insurance	19,601
Rent and utilities	33,418
Transportation	34,580
Wages, benefits and taxes	524,587
Total Program Expenses	746,087
Supporting Services	
Accounting and legal	6,850
Bank fees	2,634
Insurance	6,534
Office expenses	10,888
Repairs and maintenance	11,067
Telephone	13,302
Wages, benefits and taxes	41,770
Total Supporting Services	93,045
Total Functional Expenses	839,132
Change in Net Assets	(1,348)
Net Assets - beginning of year	200,591
Net Assets - end of year	$ 199,243

See accountant's compilation report.

MARYLAND CHILD SERVICES

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

Cash Flows from Operating Activities	
Change in net assets	$ (1,348)
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation and amortization	13,797
(Increase) Decrease in:	
Employee advances	(1,289)
Miscellaneous receivables	(8,219)
Increase (Decrease) in:	
Accounts payable and accrued expenses	(5,304)
Net Cash Used in Operating Activities	(2,363)
Cash and Cash Equivalents - beginning of year	10,681
Cash and Cash Equivalents - end of year	$ 8,318

See accountant's compilation report.

MARYLAND CHILD SERVICES

FINANCIAL STATEMENTS

FOR THE YEAR ENDED
DECEMBER 31, 2002

MARYLAND CHILD SERVICES

FOR THE YEAR ENDED
DECEMBER 31, 2002

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OSTERMAN, POLLACK & MOSES, LLC
CERTIFIED PUBLIC ACCOUNTANTS

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

We have compiled the accompanying statement of financial position of Maryland Child Services as of December 31, 2002 and the related statement of activities and cash flows for the year then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

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

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

Osterman, Pollack & Moses, LLC

April 18, 2003

7315 WISCONSIN AVENUE, SUITE 850W • BETHESDA, MARYLAND 20814 • (301) 652-8590 • FAX (301) 656-2985 • www.opmcpa.com

MARYLAND CHILD SERVICES

STATEMENT OF FINANCIAL POSITION
DECEMBER 31, 2002

Assets	
Cash and cash equivalents	$ 9,927
Accounts receivable - miscellaneous	20,843
Land, buildings and equipment - net of accumulated depreciation	263,373
Total Assets	$ 294,142
Liabilities	
Payroll taxes payable	$ 21,485
Long-term notes payable	89,200
Total Liabilities	110,685
Net Assets	
Unrestricted	183,457
Total Net Assets	183,457
Total Liabilities and Net Assets	$ 294,142

See accountant's compilation report.

ARYLAND CHILD SERVICE

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2002

Revenues and Other Support	
Tuition	$ 722,129
Functional Expenses:	
Program Services - daycare	
Children programs	62,531
Classroom supplies	6,781
Depreciation	13,229
Food	27,549
Insurance	20,681
Rent and utilities	14,134
Transportation	5,030
Wages, benefits and taxes	498,769
Total Program Expenses	648,704
Supporting Services	
Accounting and legal	1,950
Bank & credit card fees	10,718
Insurance	6,894
Office expenses	11,274
Repairs and maintenance	12,579
Telephone	13,477
Wages, benefits and taxes	32,321
Total Supporting Services	89,213
Total Functional Expenses	737,917
Change in Net Assets	(15,787)
Net Assets - beginning of year	199,244
Net Assets - end of year	$ 183,457

See accountant's compilation report.

MARYLAND CHILD SERVICES

STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2002

Cash Flows from Operating Activities	
Change in net assets	$ (15,787)
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation and amortization	13,229
(Increase) Decrease in:	
Employee advances	4,740
Miscellaneous receivables	1,700
Increase (Decrease) in:	
Accounts payable and accrued expenses	(2,274)
Net Cash Used in Operating Activities	1,608
Cash and Cash Equivalents - beginning of year	8,319
Cash and Cash Equivalents - end of year	$ 9,927

See accountant's compilation report.

CERTIFICATION

I (We) Joy Bloom

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

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

Joy Bloom	
Name	Name
Administrator	
Title	Title
PO Box 279	
Address	Address
Lisbon MD 21765	
City, State and Zip	City, State and Zip
Dr. Joy Bloom	
Signature	Signature
3/8/04	
Date	Date

NOTIFICATION OF PROPRIETARY INFORMATION

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

Name of Applicant Maryland Child Services, Inc

Indicate specific pages or attachments which are proprietary financial information:

Pages 27-A through 27-L

Signature Dr Joy Bloom

Date 2/8/04

Please return this form with your application.

Child Care Equipment Inventory

Facility Address: 14015 New Hampshire Ave.
Colesville Elementary School

Provider Name: Maryland Child Care Services

Check box to indicate who provided the item

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

Exhibit E

INSURANCE REQUIREMENTS:

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

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

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

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

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

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