

LICENSE AGREEMENT
BETWEEN
MONTGOMERY COUNTY, MARYLAND AND MOHAMAD OBAIDY

DATE:

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LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "License"), made this 5th day of November, 2008, by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland (the "County") and MOHAMAD OBAIDY, trading as Nanda Child Care Center, a Child Care Provider (the "Licensee" or the "Provider"), (the County and the Licensee or Provider together the "Parties").

BACKGROUND:

1. The County is the owner of fee simple title in the building and land located at Shady Grove Life Sciences Center located at 14910 Broschart Road, Rockville, Maryland and desires to license a modular facility for the operation of a child care center (the "Child Care Center");
2. The County solicited requests for proposals from organizations interested in providing child care at the Shady Grove Life Sciences Center;
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 use the modular facility containing approximately 1,900 licensable square feet located at the Shady Grove Life Sciences Center whose address is 14910 Broschart Road, Rockville, Maryland (the "Licensed Premises"), as cross-hatched 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 License shall become effective upon the final signature of all the Parties. The term of this License is for two (2) years, which commences on January 1, 2009 and shall expire on December 31, 2011 (the "License Term"). This License may be terminated at any time during the License Term or any extension of the License Term by the County upon thirty (30) days written notice to the Licensee, unless the Licensee's license or certification to operate a Child Care Center is suspended or revoked by the issuing entity, in which case the County is not required to provide thirty (30) days written notice to the Licensee. The County is under no obligation to provide alternative space for the Licensee and is not responsible for any moving costs or any expenses incurred by the Licensee as a result of the termination or expiration of this License for any reason.

3. RENEWAL OPTION: The Licensee may, at its option, extend the License Term for three (3) additional and consecutive two (2) year terms (the "Renewal Terms"), provided that: (a) the Licensee 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, Eleven Dollars and Fifty Cents (\$11.50) per square foot for an annual rate of Twenty-One Thousand

Eight Hundred Fifty Dollars (\$21,850) payable in equal monthly installments of One Thousand Eight Hundred Twenty Dollars and Eighty-Three Cents (\$1,820.83). All payments are to be made in advance on the first day of each month during each license year, and shall be payable by check to:

Montgomery County, Maryland
Department of General Services
Office of Real Estate
P.O. Box 9464
Gaithersburg, Maryland 20898-9464.

B. License Fee Increase: Commencing with January 1, 2009 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 License Fee Payment. If the Licensee's failure to pay continues for more than twenty (20) calendar days after a monthly payment becomes due and payable the Licensee will pay to the County, in addition to and as a part of the License Fee Payment in question, a late penalty of fifteen percent (15%) of the monthly License Fee Payment. If the Licensee's failure to pay continues for more than thirty (30) calendar days after a monthly License Fee Payment becomes due and payable, the County will

have the right to terminate this License Agreement, recover possession of the Licensed Premises and pursue any other legal remedies available to the County under all applicable federal, state and local laws.

5. USE OF THE LICENSED PREMISES:

- A. The Licensee must use the Licensed Premises only for the provision of infant and child care services and those activities related to such services.
- B. The Licensee must abide by any and all rules and regulations concerning the operation of its Program, which may, from time to time, be issued by the County. The Licensee must also abide by any and all rules and regulations concerning the operation of the building of which the Licensed Premises are a part, which may from time to time, be issued by the County.
- C. The Licensee must implement its Program in the manner set forth in the Providers Child Care Proposal and in its presentation to the Child Care Selection Committee.
- D. The Licensee must implement its Program in accordance with any and all applicable state, local and federal laws pertaining to the operation of Child Care Centers and must maintain its license or certification to provide such services in accordance with the requirements of the entity issuing such license or certification.

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

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

equipment as described on the Licensed Premises Equipment Inventory attached as **Exhibit D.**

8. **ENROLLMENT:** The Licensee acknowledges and agrees that the Licensed Premises are will be licensed for a maximum of thirty-eight (38) children. The Licensee must inform the County whenever licensed capacity for the Licensed Premises increases beyond thirty-eight (38) children.

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

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

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

B. Share its Program enrollment data with the County;

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

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

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

F. Obtain and maintain accreditation of its Program by the Maryland State Department of Education or the National Association for the Education of Young Children.

11. **IMPROVEMENTS AND ALTERATIONS:** The Licensee must not permit or undertake any alterations, changes, improvements, or additions to the

Licensed Premises without the prior written consent of the County ("Licensee's Work"). In order to secure the County's approval of any Licensee's Work", the Licensee must submit to the County written plans and specifications clearly setting forth Licensee's Work to be performed. The plans and specifications for Licensee's Work submitted by the Licensee to the County must demonstrate compliance with all applicable codes and regulations. The County will respond in writing to the Licensee within forty-five (45) days from receipt of said plans and specifications for Licensee's Work. The County may impose any reasonable conditions to its consent, including, but not limited to (1) delivery to the County by the Licensee of written or unconditional waivers of mechanic's and materialman's liens as to the Licensed Premises or the premises of which the Licensed Premises are a part, for all work, labor and services to be performed and materials to be furnished, signed by all contractors, subcontractors, materialmen and laborers participating in the alterations; (2) prior approval of the plans and specifications and the Licensee's contractors with respect to any Licensee's Work; and (3) the right of the County's representatives to inspect any Licensee's Work during the course of any Licensee's Work to be performed to the Licensed Premises or the premises of which the Licensed Premises are a part. Licensee's Work must conform to the requirements of the County's insurer and of the federal, state and local governments having jurisdiction over the premises of which the Licensed Premises are a part, and must be performed in accordance with the terms and conditions of this License in a good and workmanlike manner and shall not adversely affect the value, utility, or character of the Licensed Premises or the premises of which the Licensed Premises are a part. Notwithstanding the foregoing, if any mechanic's or materialmen's lien is filed against the Licensed Premises or the premises of which the Licensed Premises are a part, for work claimed to have been done for, or materials claimed to have been furnished to or for the benefit of the Licensee, such lien must be discharged of record by the Licensee within sixty (60) days of payment or the filing of any bond required by law. If the Licensee fails to discharge any such lien, the County may (but is not obligated to) discharge the same, the cost of which must be paid by the Licensee upon demand by the County.

The County reserves the right to reject, in its sole discretion, any Licensee's Work proposed by the Licensee. The County will inspect the Licensed Premises upon completion of Licensee's Work to determine adherence to submitted plans and specifications. In the event that Licensee's Work is not reasonably satisfactory to the County, the Licensee must undertake any necessary corrections, at the Licensee's sole risk and expense. Once the consent of the County has been obtained to perform

Licensee's Work, the Licensee will be responsible for the acquisition of any and all necessary permits and for the observation of all building and zoning ordinances and regulations then in effect. The Licensee's failure to adhere to any such applicable ordinances or regulations shall be deemed to be a violation of this License Agreement. The cost of any Licensee's Work shall be borne solely by the Licensee.

12. SERVICES:

- A. The Licensee, at its risk and expense, will be responsible for the provision of telephone services to the Licensed Premises, as deemed necessary by the Licensee.
- B. The County will be responsible for providing to the Licensed Premises regular janitorial services on County workdays as specified in Article 4, Paragraph (B), including refuse removal, recycling, and pest control. Any janitorial services beyond regular County services will be the responsibility of the Licensee. If pest control is required after normal working hours, the Licensee or the Licensee's representative must be available if requested by the County.
- C. The County will provide fire extinguishers where needed.
- D. The County will be responsible for the payment of utilities necessary for the operation of the building (if applicable) of which the Licensed Premises are a part.
- E. The County will be responsible for maintenance of the grounds immediately adjacent to the building of which the Licensed Premises are a part.
- F. The County will be responsible for snow and ice removal or treatment of walkways and the parking areas, as it becomes necessary.
- G. The County will be responsible for all renovations required to meet state licensing regulations.

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

I. The County and the Licensee agree that the County's maintenance responsibilities, as set forth in items (B), (C), (D), (E), (F), (G) and (H) of this Section will be performed by the County, at the County's expense. On days when the County is not required to provide such services, and the Licensee chooses to continue its use of the Licensed Premises it shall do so by contracting directly with the Inter-Agency Coordinating Board ("ICB") for necessary support services. It will be the responsibility of the Licensee to pay for any additional support services on the days that the County is not required to provide such services either directly to the ICB or through the County.

13. **FIXTURES AND EQUIPMENT:** All items which are attached to the building, or are a part of the building's systems at the time the Licensed Premises are delivered to the Licensee, must remain with the building and shall be delivered to the Licensee along with the Licensed Premises. Plumbing, electrical and heating fixtures and all other fixtures, except trade fixtures, installed by the Licensee shall remain in the Licensed Premises at end of term. All other items installed within the Licensed Premises at the Licensee's expense shall remain the property of the Licensee and shall be removed by the Licensee at the expiration or other termination of this License. The Licensee must repair any damage caused by reason of the removal of the Licensee's property. Any personal property remaining within the Licensed Premises after termination of the License will become property of the County. The County will dispose of any such property in the manner it deems appropriate.

14. **LIABILITY, PROPERTY DAMAGE AND FIRE INSURANCE:**

A. **Insurance:** The Licensee agrees to obtain and maintain, during the full term of this License, any Renewal Terms, and until all of the Licensee's obligations which survive termination of this License have been completed, a policy or policies of insurance issued by an insurance company or companies licensed in the State of Maryland and acceptable to the County containing the types of insurance coverages and limitations

set forth in the Insurance Requirements, attached hereto as Exhibit E, which is incorporated by reference and made a part of this License Agreement.

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

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

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

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

F. Subrogation: If a casualty or other occurrence which should be covered by the insurance required by this License Agreement occurs, the Licensee must look solely to

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

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

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

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

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

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

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

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

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

Licensed Premises clean and free of debris and waste associated with the care and feeding of service animals.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. DESTRUCTION OF LICENSED PREMISES:

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

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

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

- i. Failure to perform under any term, covenant or condition of this License;
- ii. The commencement of any action or proceeding for the dissolution or liquidation of the Licensee, or for the appointment of a receiver or trustee of the Licensee's property;
- iii. The making of any assignment for the benefit of the Licensee's creditors;

iv: The abandonment of the Licensed Premises by the Licensee;

v: The revocation or suspension of the Licensee's license or certification as a child care provider by the issuing entity; and

vi: Any other default or breach of the terms and conditions this License.

19. **EMINENT DOMAIN:** The Licensee is not entitled to any condemnation award granted to the County as owner of the Licensed Premises. In the event that the Licensed Premises shall be taken by any governmental or quasi-governmental authority pursuant to its power of eminent domain or sold under threat of such taking, the Licensee will not be entitled to recover from the County any capital expenditures for improvements and betterments made by the Licensee to the Licensed Premises at the Licensee's expense.

20. **RIGHT OF ENTRY:**

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

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

21. **RETURN OF LICENSED PREMISES:**

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

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

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

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

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

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

23. COMPLIANCE WITH LAWS: It is understood, agreed and covenanted by and between the Parties that the Licensee, at the Licensee's expense, will promptly comply with, observe and perform all of the requirements of all of the codes, statutes, ordinances, rules, orders and regulations now in effect or later promulgated whether

required by the Federal Government, State of Maryland, Montgomery County Government and the municipality in which Licensed Premises are located, Montgomery County Department of Environmental Protection or Montgomery County Fire Marshal's Office.

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

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

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

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

Licensee:

Nanda Child Care Center
19503 Worsham Court
Gaithersburg, MD 20886

County:

Montgomery County, Maryland
Department of General Services
Office of Real Estate

Attn: Mohamad Obaidy

101 Monroe Street, 10th Floor

Rockville, Maryland 20850

Attn: Director of Real Estate

With a copy, that does not constitute Notice to:

Montgomery County, Maryland

Office of the County Attorney

101 Monroe Street, 3rd Floor

Rockville, Maryland 20850

Attn: County Attorney

28. RESIDENT AGENT: Paula Teixeira who resides at 19503 Worsham Court, Gaithersburg, Maryland 20886 is the Resident Agent for the Licensee Mohamad Obaidy and the address for receipt of notices and service of process is 19503 Worsham Court, Gaithersburg, Maryland 20886. The Licensee must immediately notify the County of any change in resident agent or resident agent's address.

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

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

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

32. **CONTRACT SOLICITATION/BROKER'S FEES OR COMMISSIONS:**

The Licensee represents that it has not retained anyone to solicit or secure this License from the County upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established, licensed, commercial selling or leasing agencies maintained by the Licensee for the purpose of securing business or an attorney rendering professional legal services consistent with the applicable canons of ethics of the profession.

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

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

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

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

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

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

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

40. INDEMNIFICATION. Any indemnification given in this License by the County is subject to the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. §§ 5-301, et seq. (2006 Repl. Vol.) (the "LGTCA"); Md. Code Ann. Art. 25A, § 1A (2005 Repl. Vol.); and Md. Code Ann., Cts. & Jud. Proc. § 5-509 (2006 Repl. Vol.), (together the "County Indemnification Statutes"), all as amended from time to time, and that any indemnification given by the County in this License is not intended to create any rights or causes of action in any third parties or to increase the County's liability above the caps provided in the County Indemnification Statutes, as applicable.

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

WITNESS:

By: Deborah Richards

COUNTY:
MONTGOMERY COUNTY,
MARYLAND

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

Date: 11/05/08

WITNESS:

By: Keena Gulhae

LICENSEE:
MOHAMAD OBAIDY
t/a Nanda Child Care Center

By: Mohamad M. Obaidy

Its: Director / Owner

Date: 11/31/08

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

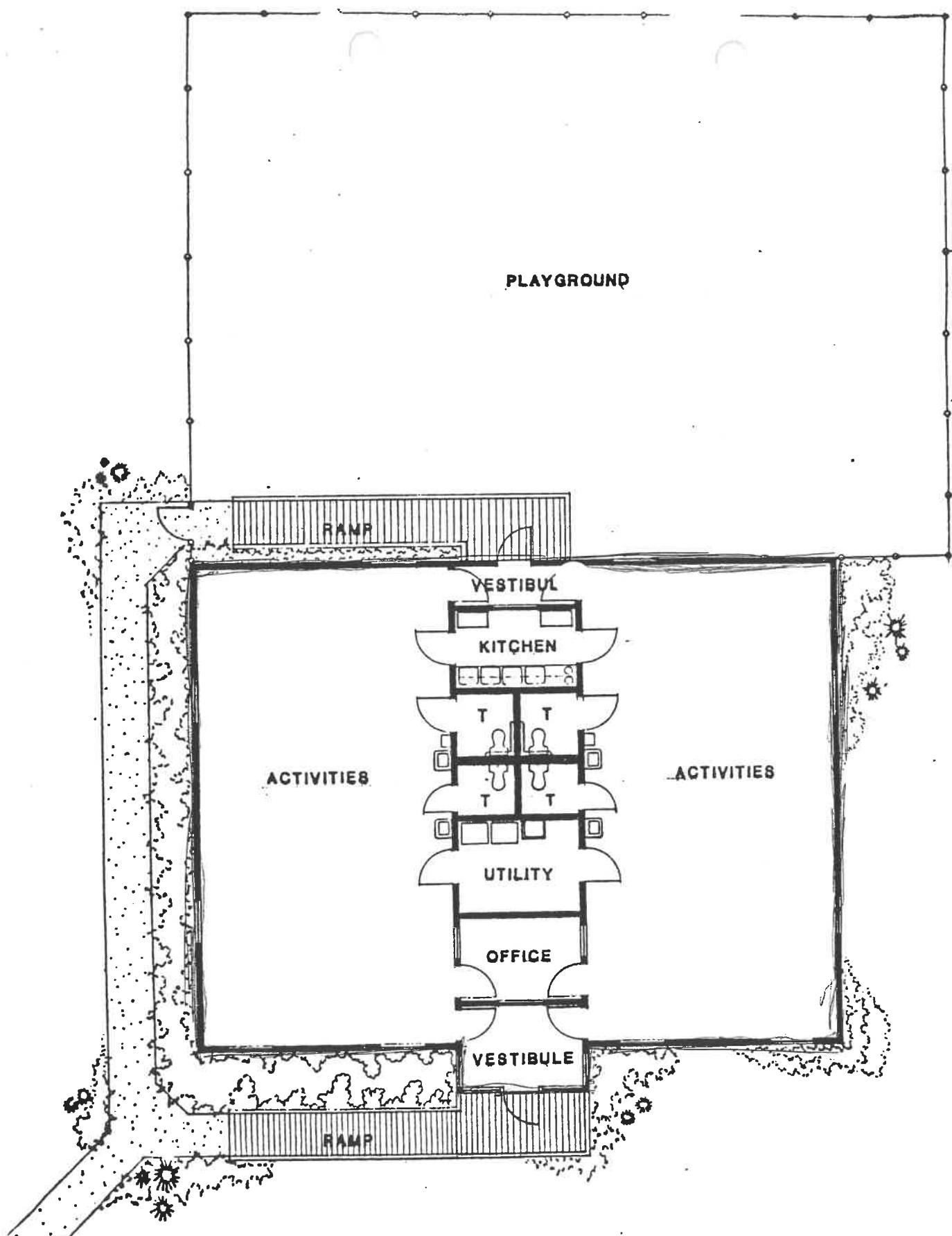
By: Debra Dohpe

RECOMMENDED

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

Date: 10/30/08

Date: 10/27/08



**CHILD CARE CENTER
MODULAR UNIT**

14910 Broachert

FOX, HANNA - ARCHITECTS / PLANNERS

0 4 10

EXHIBIT A

Nanda Childcare Center



**Proposal For:
14910 Broschart Road.
Rockville, MD 20850**

The information in this document is confidential and is to be only read by authorized parties. Please refer to the confidentiality agreement for further details. This business plan is not an offering of securities.

Nanda Childcare Center

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Nanda Childcare Center

Part A – Qualifications of Applicant

1 – Contact Information

Nanda Childcare Center
4507 Woodlark Pl.
Rockville, MD 20853.
Tel: (301) 460-4035
Fax: (301) 460-4035
NandaChildCare@comcast.net
www.NandaChildCare.net

Mohamad Obaidy – Mr. Mohamad Obaidy has an associate degree in liberal arts, a bachelor degree in biotechnology and an executive MBA from the University of Maryland. He also has the 90 hours certification and is currently completing his CDA. Mr. Obaidy has worked as a technical manager for 7 years focusing on business development and sales of diagnostic products. In these seven years, he gained experience in planning, pursuing and managing successful business ventures. Mr. Obaidy has over nine years of experience teaching toddlers and preschoolers in a private childcare setting. In 2007, he founded the Nanda Childcare Center in Rockville.

Faiza Haider – Mrs. Haider has over twenty years of experience as a high school teacher in the United States, Africa and the Middle East. In 1990, Mrs. Haider shifted her focus to early childhood education as a teacher and later as a director. In 1993, she founded the Gifted Children Daycare Center and successfully operated it for seventeen years. Since 2007, Mrs. Haider has been the director of Nanda Child Care Center. Mrs. Haider has her Bachelors (B.S) in Biology. She has the 90 and 120 hour certification.

2 – Other Programs Operated by Applicant

Currently, Mr. Obaidy owns Nanda Childcare Center located at 4507 Woodlark Pl. Rockville, MD 20853. The center provides childcare services for 12 children with ages ranging from 2-4 years. The center is open Mon-Fri from 7:00a.m. To 6:00 p.m. Mrs. Haider is the site director. The center has 2 fulltime and one part time employees.

Nanda child care participates in the Working Parents Assistance program (WPA), Purchase of Care program (POC) and the child and adult care food program (CACFP). Nanda childcare center enriches its program with other programs such as Dance Together® music program.

August 25, 2008

To Whom It May Concern:

On behalf of my family, I would like to express my appreciation of the efforts of Mrs. Faiza and her staff in the care of my children, Patrick. Mrs. Faiza is the owner of Nanda Child Care Center and that venture could not be more aptly named because she takes such wonderful care of children as if they were her own.

My Son was in her care for almost 2 years. I appreciated the safe facilities, the bilingual environment, and the positive, nurturing atmosphere that Mrs. Faiza created.

You were a blessing and I would recommend your care to any parent looking for a fun, happy, safe environment for their children.

With warm regards,

Vania Aleluia
Vania Aleluia

4420 Judith Street
Rockville, MD 20874
(301)760-7644

From: "Charles, Emanuel E." <Emanuel_E_Charles@mcpmsd.org>
To: <Nandachildcare@comcast.net>
Subject: letter or recommendation
Date: Monday, August 25, 2008 10:02:51 AM

Emanuel Charles

3230 Hewitt Ave#6

Silver Spring, MD, 20906

301 871 512

To whom it may concern,

I am writing on behalf of Mohamed and Faiza of the Nanda Day Care service. My son has been attending the Nanda day care for about 5 months and it has had an enormous impact on his behavior, cognitive functioning and social skills. My son has shown significant progress in his speech and vocabulary. At 2 years old, he is able to say his ABC's and can count from 1 to 10 on his own. He has also learned many more words and phrases to go along with the many friends and acquaintances he's gained while attending Nanda Day Care. The knowledgeable staff at Nanda has also helped me to implement strategies that have been of tremendous help at home. Their potty training techniques and strategies has made my son's home life much more manageable for his mom and myself. The friendly and experienced staff at Nanda has shown me the knowledge, patience, love and commitment needed to care for children of all ages. Nanda is also one of if not the most affordable and convenient day care providers in the area. Their flexible hours have made drop-offs and pick-ups very easy to fit into my work hours. Nanda Day Care would be a great fit for Montgomery county expansion project. If you have any questions please feel free to contact me via e-mail Emanuel_e_Charles@mcpmsd.org. You can also call me at 240 506 2133(cell).

Emanuel Charles

Montgomery Blair High School

Health and Physical Education

Rebeca Galisteo
1206 Twig Ter
20905 Silver Spring, MD
Tlf: 301 8793830
rebeca.galisteo@gmail.com

Dear Sir/Madam,

I have been using Nanda Childcare Center services for more than one year to take care of my son, full time from Monday to Friday. We are a family of three and both of us have full time jobs in the research field, having to deal with certain amount of responsibilities, so the last thing we need is to worry about the wellbeing of our child. With Mrs. Faiza, Mr. Mohamed and the educational personnel they wisely selected, we are absolutely relaxed knowing that our child is completely safe.

We used the services of another two providers in the past, and in both cases the owners behaved in a dishonest and unprofessional manner. As a consequence, after our experience, when we started to look for a new place for our son, we became very critical at the interviews.

From the first moment, the owners of the Nanda Childcare Center showed to be very open, honest and willing to help the families beyond their responsibilities, for instance by being flexible with the schedule when needed and keeping on providing their services during the entire summer and snow days.

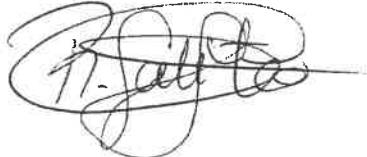
In addition, Nanda Childcare Center has an educative program that fits all ages and cultures, imprints respect, social skills and team work and potencies motor skills and early learning through play. My son was able to recognize the letter of the Alphabet at the age of two!!

Since I know this family, they have always shown a great enthusiasm to improve the Center providing new toys, a new playground area and all the material needed for their daily art works.

I strongly recommend Nanda Childcare Center to manage a Montgomery County Childcare facility; in my opinion, the effort they are doing to win the proposal is another prove of their dedication and it's granting would be a considerate improvement for the community, making possible for working parents to benefit from a quality and affordable care and education for their children.

Please, do not hesitate to contact me for any further information.

Sincerely:



Rebeca Galisteo

Nanda Childcare Center

Part B – Scope

1 – Philosophy and Objectives

Nanda Childcare Center believes that quality childcare is an important aspect for every family. At the center, each child will be encouraged to learn and develop to the best of their ability. With leadership and understanding, each child will gain a sense of self-importance and will be able to discover their world in a safe and structured environment. It is our belief that each child has a talent, and our role is to encourage children to grow.

Our objective is to provide quality affordable early childhood education and care services. We will do this by

- Providing balanced nutritional meals according to the CACFP.
- Implementing MSDE accredited programs that values technology and addresses multiples intelligence and learning styles (field trips, arts, music, dance and drama).
- Establishing strong partnerships with families as they are their child's expert. With our open door policy, we encourage and welcome their feedback and suggestions.
- Ongoing communication with our families plays an important role in maintaining the quality of our programs. Parents will receive monthly newsletter, access article and useful links through our website and be up to date on their children's records and progress through our automated ProCare® computer system.
- Building community partnership through establishing relationship with our feeding school (Stone Mill Elementary School) with the possibilities of joining the School Improvement Team (SIT). This will allow Nanda to become aware of the community resources and needs as well as representing the community in the school. Likewise, Nanda will attempt to establish relationships with neighboring organizations and will cosponsor fundraising events and workshops/ seminars aiming at improving parental skills.

2 – Ages and Number of Children

Nanda childcare, at Shady Grove, shall serve 38 children. They are divided into the following categories:

Children Category	# of Children
Infant (6 Weeks – 1 Year)	6
Toddlers (1 Year – 2 Years)	12
Preschoolers (3 Years – 5 Years)	20

Nanda Childcare Center, at Shady Grove, shall have two separate rooms; one is divided between the infants and toddlers and one for preschoolers and school age kids. This separation ensures that children of different ages receive the care, attention and appropriate instruction. Each room will be designed and equipped to suit the needs of a particular age group with appropriate height tables and chairs to accommodate the varying sizes of children. The toys and equipment are selected for their durability as well

Nanda Childcare Center

as educational and skills related value, which meets the child's age and stage of development.

3 –Operation Program

Nanda Childcare center at Shady Grove will be open year round, Monday to Friday from 7:00 a.m. to 6:30 p.m.

Holidays: The center will be closed for the following holidays; New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. Nanda day care will close for one day for staff professional development. Every year, the date will be announced to the parents and community.

Inclement weather: Nanda Childcare Center will be closed when the Montgomery County Public Schools are closed.

Delayed school opening: Nanda will delay opening for the same amount of time (i.e. one hour delay: 8:00 a.m.). Prior to bringing children to the program site, parents may wish to contact Nanda Day Care to be certain staff is present.

Heavy storm during the course of the day: At the director's discretion, the center may close early, and parents will be contacted. If we cannot reach you, we will call your emergency contact person, so please be sure this information is up to date.

Snow storm policy: Nanda Childcare Center will follow Montgomery County Public School rules.

Extended Closings: When schools are closed more than one day as a result of inclement weather, Nanda Day Care may re-open providing:

- The driveway, parking lot and sidewalks are clear; and
- The snow emergency plan has been lifted.

4 – Special population

Nanda childcare center strives to accommodate our families by offering the following:

- **Flexible Schedule** - The center understands that there are parents who have the need for part time childcare services. Therefore, families have the option to register their child part or fulltime.
- **Transportation** - To accommodate the parent's needs, Nanda childcare will be offering pick-up and drop-off bus services for an extra charge.
- **Childcare Subsidy** – Nanda Childcare Center welcomes families receiving county subsidies. Nanda Childcare Center is committed to reaching out to parents

Nanda Childcare Center

who receive Working Parents Assistance (WPA) or Purchase of Care (POA) subsidies. The Center will have a marketing plan that is designed to reach out to this population through newspaper ads and advertising.

- **Family Emergency** – In case of loss of income, a family may apply for a tuition scholarship program.
- **Special Needs** – Nanda Childcare Center will accommodate children with special needs as possible. For example, we will work with families and service providers (occupational therapists, speech therapists, etc) to schedule sessions at the center. Furthermore, we will refer families to Child Find and other service agencies in the county if there are concerns about a child's development.

5 – Community Benefits

- Nanda Childcare Center intends to hold annual culture celebration. We will invite our families to get together and celebrate our cultural diversity. Parents are invited to bring cultural food from their country, dress in traditional, and dance the evening with diverse music from each country.
- Nanda will hold an annual book and bake fair. During this event, parents are invited to donate books. The children will bake cookies. Families and friends are invited to attend. Proceeds from this event will be donated to local charities that has program for disadvantaged children.
- Nanda is committed to excellence and giving back to the community. This is why we welcome intern students, both in high school and college, who are enrolled in early childhood development programs

6 – Timeline

Nanda Childcare Center proposes a four phase approach time line. Each of the proposed phases has a several activities to be completed and measures of success indicators.

Nanda Childcare Center

October

Initial License

- Contact the OCC office.
- Attend an orientation offered by the office.
- File a notice of intent with the office before applying for permits in connection with construction or operation of a center.
- Interview and hire teachers and teacher's aid
- File a full written application with the Childcare office which shall include but not be limited to:
 - (a) Information requested on the application form, including a signed statement of truthfulness.
 - (b) Documentation of application for criminal background checks for each of the hired staff and the director.
 - (c) Signed and notarized permission to examine records of abuse and neglect of children and adults for information about the staff and director.
- Complete all compliances with all applicable zoning and building codes:
 - (a) Site plans,
 - (b) Floor plans with architectural details,
 - (c) A written plan of operation,
 - (d) Workers' compensation insurance information,
 - (e) Fire evacuation plan,
 - (f) Proposed staffing pattern,
 - (g) Menu for 4 weeks,
 - (h) Written child discipline procedures, and
 - (i) Any other information required by the office
- Print flyers and marketing materials

Select Furniture and Fixtures (See Appendix 1)

Nanda Childcare Center

MSDE Certification and curriculum design

- Complete the Application for accreditation
- Sign up and attend Orientation
- Complete Self-appraisal
- Set up Program Improvement/Enhancement
- Complete the CDA certificate

November

1. Complete initial MSDE credential application
2. Utilities – open accounts
3. Complete and update website, advertise, recruit and enroll children

December

1. Complete and pass OOC, Fire Safety, and other required safety inspection
2. Set up initial external MSDE certification review by an independent validation
3. Staff orientation and training
4. Remodel office, bathroom and kitchen, storage and interior paint.

January

1. Open House

Nanda Childcare Center

C – Budget

1 – Fee Schedule

Registration: A \$50 non refundable fee and one week tuition is required at the time of registration. Returning families will not be required to pay the registration fee.

Fees: Full payment is required in advance, even if the child is absent, unless other arrangements have been made 2 weeks prior to the absence. In the event that the center closes due to emergencies or events beyond our control, parents are still required to make payments. The center reserves the right to raise tuition with a 30-day advance notice.

Discounts: A 15% discount will be given to each siblings enrolling in the center.

Payment Due Date: Payment is due in advance on Fridays and no later than the following Monday.

Returned Checks: There will be a fee of \$25 on all returned checks. After two returned checks, future payments must be made by cash or money order.

Late Payment: If payment is not made by Monday, a late fee will be added to all accounts. Nanda Childcare Center reserves the right to terminate services to any family that is in arrears or has a history of late pay. If payment is not made by the end of the second week, the child will not be allowed to attend the center until payment has been made.

Late Pickup: The opening and closing times are strictly observed. A \$5 late charge will be assessed to all parents for every 15 minutes late picking up children.

Withdraw from Programs: A two weeks written notice is required should a parent want to terminate service. If written notice is not given, parents will be responsible for two more weeks' payment.

Nanda Childcare Center

Program Options and Fees

Full Time Fee Schedule

Program Type	Price Per Day	Price Per Week
Infant (6 Weeks-12 Months)	\$44	\$220
Toddlers (12-24 Months)	\$40	\$200
Preschool	\$38	\$190
Summer School Age	\$38	\$190

Part Time Fee Schedule

Program Type	Price Per Day	Price Per Week
Infant (6 Weeks-12 Months)	\$50	\$250
Toddlers (12-24 Months)	\$45	\$225
Preschool	\$40	\$200
Summer School Age	\$40	\$200

Before and After School Fee Schedule

Program Type	Price Per Day	Price Per Week
Before and After School	\$40	\$200
Before School Only	\$20	\$100
After School Only	\$35	\$175

2 – Startup Budget and Operation Budget

Projected Startup Costs	
Professional Fees	\$1,500
Equipment & Landscape	\$3,000
Infant Room Development	\$3,000
Toddler Room Development	\$5,500
Pre School and School Age Room	\$6,500
Office	\$3,000
Non-Commercial Kitchen	\$2,000
Library and Other media	\$3,000
Indoor Gym/Play Area	\$1,500
Staff Resources	\$2,500
Approval Costs (Zoning, Occupancy, Fire)	\$1,000
Initial Operating Capital	\$57,500
Total Startup Operating Budget	\$100,000

Nanda Childcare Center

Projected Revenue and Operating Budget (5 Years)

Projected Revenue and Operating Budget (5 Years)					
Year	2009	2010	2011	2012	2013
Sales	\$479,400	\$517,752	\$533,674	\$565,695	\$599,637
Cost of Goods Sold	\$4,794	\$5,178	\$5,540	\$5,872	\$6,225
Gross Margin	99.00%	99.00%	98.96%	98.96%	98.96%
Operating Income	\$474,606	\$512,574	\$528,134	\$559,823	\$593,412
Expenses					
Payroll	\$241,120	\$248,354	\$255,804	\$263,478	\$271,383
Rent and Utilities	\$26,850	\$27,656	\$28,485	\$29,340	\$30,220
Marketing Expenses	\$4,794	\$5,178	\$5,337	\$5,657	\$5,996
Professional Fees and Licensure	\$7,500	\$7,800	\$8,112	\$8,436	\$8,774
Insurance Costs	\$1,520	\$1,550	\$1,581	\$1,613	\$1,645
Food and Childcare Programs	\$20,600	\$22,248	\$24,028	\$25,950	\$28,026
Facility Maintenance	\$31,050	\$32,292	\$33,584	\$34,927	\$36,324
Miscellaneous Costs	\$2,397	\$2,589	\$2,668	\$2,828	\$2,998
Payroll Taxes	\$36,168	\$37,253	\$38,371	\$39,522	\$40,707
Total Operating Costs	\$371,999	\$384,919	\$397,970	\$411,752	\$426,074
EBITA	\$102,607	\$127,656	\$130,164	\$148,071	\$167,338
Federal Income Tax	\$33,860	\$42,126	\$42,954	\$48,863	\$55,222
State Income Tax	\$5,130	\$6,383	\$6,508	\$7,404	\$8,367
Interest Expense	\$0	\$0	\$0	\$0	\$0
Net Profit	\$63,616	\$79,147	\$80,702	\$91,804	\$103,750
Profit Margin	13.27%	15.29%	15.12%	16.23%	17.30%

Revenues are expected to increase at an annual average rate of 7% per year during the first five years of operation.

Development Financing

Financing	
Equity Financiers	
Initial Owner Capitalization	\$100,000.00
Total Equity Financing	\$100,000.00
Banks and Lenders	
Total Debt Financing	\$0.00
Total Financing	\$100,000.00

Nanda Childcare Center

D – Personnel

1 – Child to Staff Ratio

Nanda Childcare Center at Shady Grove will serve 38 children: 6 infants, 12 toddlers and 20 preschoolers. Our staff consists of three teachers, three teacher aids, director and assistant director.

For Children Who Are:	Num. of Children	Staff/Child Ratio	# of Staff
Infant Room (6wks-1yr)	6	1 to 3	2
Toddler (1yr-3yrs)	12	1 to 6	2
Preschool (3yrs-5yrs)	20	1 to 10	2

Director: The director's main responsibilities include overseeing curriculum development as per MSDE, ensuring adequate center staffing, managing enrollment and communication with the parents. The director will also be overseeing marketing materials, attending parents' conference, workshops and supporting the home/center communication.

Assistant Director: Assists and supports the Director in all aspects of management of the center and assumes all responsibilities in the Director's absence. The Assistant Director performs temporary work assignments in the event regularly scheduled personnel are not available and may be assigned teaching responsibilities on a regular basis. The Assistant Director will assist the Director in assuring compliance with all federal and state laws and center policies and procedures. Assist with enrollment inquiries, follow-up and center tours. She/he will also assist with planning and implementation of center activities and special events.

Teacher: A teacher's responsibilities include supervising classroom activities and programs, planning and implementing the daily program, participating with children in group games, and enforcing safety rules. Teachers are responsible for observing, recording, and reporting each child and sharing this data with parents during parent conferences. Teachers are also responsible for attending staff meetings and required training programs and conferences.

Teacher's Aid: Responsibilities includes assisting teacher during lesson time, maintaining the safety of the children, keeping the classroom tidy, changing pull ups/diapers, assisting with meals, overseeing outside play and nap time.

Nanda Childcare Center

2 – Personnel Salaries, Payroll, Benefits

Teacher Experience	Pay Schedule
BA, ECE, min 10 yrs experience, CDA	\$45,000
BA, 90 Hours, min 10 years experience	\$40,000
College, CDA, min 10 years experience	\$35,000
College, 90 Hours, min 10 years experience	\$32,000

Teacher Aide Experience	Pay Schedule
No Experience	\$19,000
1 Year Experience	\$21,000
2 Years Experience	\$22,000
2 Years Experience	\$23,000

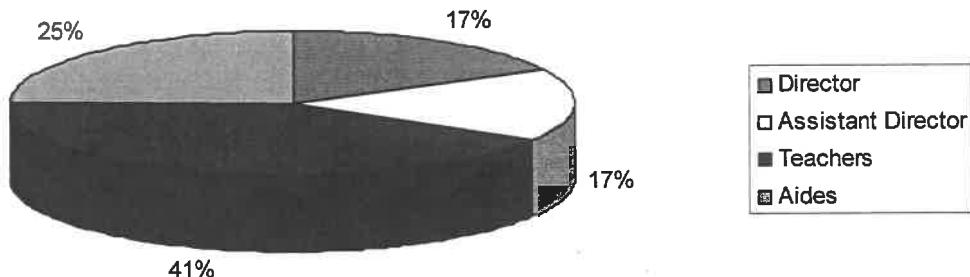
Personnel Plan (5 Years)

Year	2009	2010	2011	2012	2013
Director	\$42,000	\$43,260	\$44,558	\$45,895	\$47,271
Assistant Director	\$40,000	\$41,200	\$42,436	\$43,709	\$45,020
Teachers	\$99,840	\$102,835	\$105,920	\$109,098	\$112,371
Aides	\$59,280	\$61,058	\$62,890	\$64,777	\$66,720
Total	\$241,120	\$248,354	\$255,804	\$263,478	\$271,383

Numbers of Personnel

Year	2009	2010	2011	2012	2013
Director	1	1	1	1	1
Assistant Director	1	1	1	1	1
Teachers	3	3	3	3	3
Aides	3	3	3	3	3
Totals	8	8	8	8	8

Personnel Expense Breakdown



Nanda Childcare Center

Nanda Childcare Center offers all full and part time staff vacation and sick leave. Employees earn up to 7 days of vacation and 7 days of sick leave per year, up to a maximum of 14 days per year.

The center offers all employees the opportunity to enroll in our Kaiser Permanente Health Insurance Plan after 30 days of employment. Nanda contribute 20% of the employee premium. Other benefits include; Social Security, workers' compensation, and unemployment insurance will be in place to cover all employees in the manner prescribed by law.

The center offers staff members with children a 10% discount on their child care tuition. The Company also provides its staff educational assistant program to help develop their skills and experience. Up to 50% of the cost of extra training courses or classes related to ECE, up to 15 credit hours, will be paid to staff upon director approval.

Staff members will undergo annual performance review by their peers and supervisors to determine annual salary raises. The center has budgeted 3% for annual salary increases.

3 – Ongoing Training and Continuing Education

Nanda Childcare Center understands the impact effective training has on the quality of early childhood development programs. Before working with children, all new employees are thoroughly oriented to the centers philosophy and their responsibilities. The orientation session provides an overview of the center's policies and procedures to acclimate new employee to their surroundings. The employee will be carefully briefed about personnel requirements; routines; record keeping; training requirements; staff meetings; attendance procedures, methods and procedures for handling food, for administering medicine, for handling a sick child, for hand washing, for reporting accidents, for indoor and outdoor supervision, for ensuring a safe environment, for discipline, for emergencies, for reporting child abuse; and other specific job responsibilities (e.g., preparing calendars and lesson plans, holding conferences, working with parents). In addition to the employee contract and job description, a new employee will receive the employee handbook that clarifies general policies and requirements.

Staff meetings will be held every 1st Tuesday of each month from 6:30 – 6:45 p.m. These meeting will be used to highlight achievements, share concerns and suggestions.

In addition to the new employee orientation program, every teacher and teacher aid at Nanda must complete a minimum of thirty (30) hours of training every two years. Fifteen (15) hours of such training must be completed during the first six months of the program's first year of registration. Training must address the following topics:

- Principles of early childhood development.
- Nutrition and health needs of children
- Child day care program development

Nanda Childcare Center

- Safety and security procedures, including communication between parents and staff
- Child abuse and maltreatment identification and prevention
- Statutes and regulations pertaining to child day care
- Business record maintenance and management
- Statutes and regulations pertaining to child abuse and maltreatment
- Education and information on the identification, diagnosis and prevention of shaken baby syndrome

4 – Personnel Policies

Please see the attached Employee Handbook regarding the center's personnel policies. It has been enclosed as a addendum to this application.

Nanda Childcare Center

E – Parent Involvement

1 – Sample Flyer

A sample advertising flyer is enclosed with this application. See attachment C.

2 – Parent Outreach

Creating a supportive and fun learning environment for the development of our kids starts with effective center/ parent's communication. That is why Nanda childcare holds the following outreach programs

- **Special Events:** Throughout the year, Nanda childcare center has special events to involve families and their children. For example: Halloween Party, Ramadan/ Christmas/Hanukah/ Kwanzaa celebration, Chinese New Year, Martin Luther King Day, Valentine's Day, Cinco de Mayo Day, etc. These events allow us to celebrate diversity and provide opportunities for families to interact.
- **Seminars and Workshops:** Nanda childcare center conducts and or sponsor seminars in association with local churches/religious organizations about topics essential to the local families. These seminars could include but are not limited to the following topics: Handling a preschooler, effective discipline for a toddler, handling busy schedules & children, and preparing a child for Kindergarten.
- **Website Access:** Nanda childcare center believes that families are their children's expert. This is why Nanda always seeks to involve and engage parents. One of the easiest available means is the internet. The Nanda website has prepared information, articles, and we regularly add useful links about early childhood education that the parents can access to support their children's learning. Furthermore, our site has message and blog boards for parents to communicate and post their comments. The site also has up-to-date information about the center activities, events, programs and weather. Parents can sign up for a regular e-mail update to be sent to them highlighting our special events.
- **Registration and Admission:** While our center encourages county employees, disadvantaged and low income families to apply, our registration and admission criteria will be on a first come, first serve bases.

3 – Parent Communication

Drop off and pick-up times are usually short and therefore, doesn't allow for teachers and parents to have time for lengthy conversations. Therefore, Nanda childcare center will be using ProCare®; a specialized child development center computerized system that has the ability (in addition to tracking attendance and payment) to be used as an information hub, sending messages to the parents, updating them on the status of their kids records and allow the staff and parents to send and receive notes and messages about their kid's activities and reminder about events; Thus allowing parents to spend more time with the caregivers to follow up on progress. This touch screen monitor will be placed at the entrance to the center where parents can sign in and out, receive messages and access their child's information through unique identification number. In addition to serving as a communication hub, ProCare® software will keep accurate, up to date information on tuition, immunization due dates, etc.

Nanda Childcare Center

4 – Sample Parent Input/Evaluation Form

Please see ATTACHMENT D

5 – Sample Parent Center/Contract

Please See ATTACHMENT E

6 – Written Parent Policies/ Handbook

Please See ATTACHMENT F

Nanda Childcare Center

F – Program Plan

1 – Daily Schedule

Infant Program

Nanda's infant program focused around four areas:

- Listening and Talking
- Physical Development and Gross Motor Skills
- Creative Expression and Fine Motor Skills
- Activities for Learning from the World Around Them
- Extracurricular activities includes Music Together® dance program

Infant Schedule

07:00-08:30	Opening Room with teacher
08:30-10:00	Serve foods and bottles as needed
09:30-10:00	Outdoor Time (Weather permitting)
10:00-11:15	General Nap time or One on One Interaction
11:15-12:00	Serve lunch and bottles as needed
12:00-01:00	Music and Movement
01:00-02:00	General Nap time or Stories
02:00-02:30	Outdoor Time (Weather permitting)
02:30-03:30	Serve foods and bottles as needed
03:30-04:30	General Nap time or One on One Interaction
04:30-05:00	Small Group Interaction
05:00-05:30	Prepare for parent pick up
05:30-06:30	Closing Room with caring teacher

Two to Five Years

Nanda uses a theme based activities curriculum to teach reading, writing and math. For 3 years through 5 years children, extracurricular activities include computer classes and creative movement and Music Together® dance program.

Two to Five Years Schedule

7:00-8:30	Arrival, Sign in and Greeting
8:30- 8:45	Breakfast
8:45-9:00	Opening Activities
9:00-9:15	Sharing Time
9:15-10:00	Dance Together Program
10:00-10:15	Clean up
10:15-10:30	A.M. Snack
10:30-10:45	Story Time and Circle Time
10:45-11:15	Art
11:15-11:30	Large/Small Muscle Activities/ Center Rotation
11:30-12:00	Lunch
12:00- 12:15	Story Time and Transitional Time
12:15-3:00	Nap Time

Nanda Childcare Center

3:00-3:15	P.M. Snack
3:15-4:00	Large Muscle Activities
4:00-4:30	Small Muscle Activates
4:30-5:00	Sharing Time and Group Activities
5:00-5:15	Closing Activities with teacher
5:15-6:00	Parents pick up and goodbyes

2 – Food service

Nanda participates in the Child and Adult Care Food Program (CACFP) to ensure that each child receives a balanced, healthy meal throughout the day ensuring proper body and brain development. Our menu includes healthy variety of items that kids enjoy to eat.

3 – Special features

In addition to our regular programs, Nanda has partnered with Music Together®; an internationally recognized early childhood music program for infants, toddlers and kindergartners. The program focuses on teaching the kids how to sing in tune, keep a beat, and participate with confidence in the music of different cultures. In addition, the program teaches kids about sharing, eyes, and hands coordination and self confidence. The program is conducted once a week for 30 weeks throughout the year.

4 – Discipline

Our discipline policy follows the following guidelines:

- **Preventative Measures** - By keeping the children involved in activities of their interest, we can often prevent situations from arising that require further intervention. Also, by ensuring that the children are adequately supervised, situations can be dissipated before they escalate.
- **Awareness of Behavior Expectations** - Incorporate literature, such as “Hands are Not for Hitting”, into the curriculum to make children aware of behavior expectations. Also, refer parents the parent’s handbook for behavior expectation.
- **Handling Discipline Issues** - If conflict occurs, staff member will talk to the inflicting member about what they could have done instead of biting, hitting, etc. to solve the problem. Have the child apologize for his action.
- **Thinking Time** – After apologizing, the inflicting child will sit by him/herself for as many minutes as their age to think about their actions. This enables the child to regain self-control and to understand that there are consequences for not following direction.
- **Communicating with Parents** – The afflicted child’s parents will be notified if there is a borse or skin break. The inflicting child’s parents will also be notified. If we are unable to correct a child’s behavior, and the staff determines that it is becoming a risk to the facility (staff) and the other children, we then call the parent. The parent may be asked to talk to the child on the phone or to come to the center and discuss an appropriate way to correct the child’s behavior. We do not spank a child. Physical punishment is not acceptable at Nanda. After three

Nanda Childcare Center

meetings with a parent, we reserve the right to cancel day care service for a child effective immediately.

5 – Field Trip

Nanda Day Care knows that field trips are motivating and effective way to help children make the connection between what is being learned in class and the real world. Field trips are planned according to the theme units and to address specific curriculum goals and objectives.

Parents are responsible for trip cost. Nanda Childcare Center may have funds available for parents who are unable to afford trip cost.

Nanda childcare center will hire Montgomery County Public School buses or private shuttle buses to transport children on field trips.

G- Accreditation

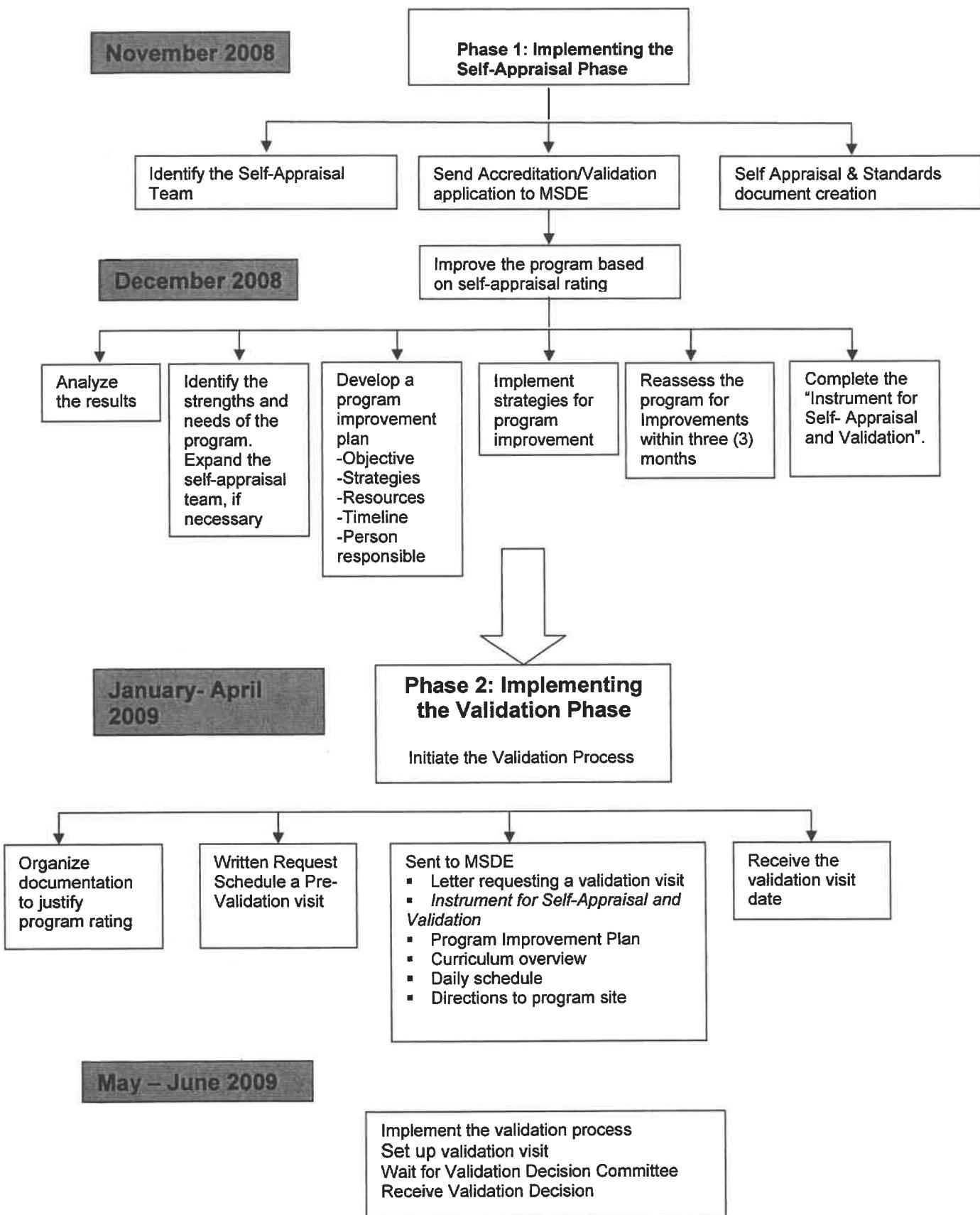
1 – Experience

Nanda Childcare Center main goal is to provide qualified and affordable early childhood education. In order to achieve this goal, we will work closely with Montgomery County Public Schools (MCPS) and the Maryland State Department of Education (MSDE) to develop an accredited curriculum. Furthermore, we are to follow the MSDE criteria to maintaining qualified faculty members.

- **MSDE Accreditation** – Nanda Childcare Center has identified the steps needed for MSDE accreditation and shall start the Self-Appraisal phase immediately upon proposal approval (see timeline pg.24).

Nanda Childcare Center

MSDE Accreditation Timeline



Nanda Childcare Center

Please see attached documentation

Expenses:

Item	Description/ Details	Number of Staff	Number of Children	Amount	Total for Year
Salaries					
Director		1	38	\$ 42,000.00	
Assistant Director		1		\$ 40,000.00	
Seior Staff: 6 full time X \$33,280 annual salary (\$16.00/hr)		3		\$ 99,840.00	
Aides: 3 full time X \$19,760 annual salary (\$9.50/hr.)		3		\$ 59,280.00	
Staff Costs					
FICA tax: 7.65% (.0765) X gross salaries				\$ 18,445.68	
Unemployment : 4.5% of first \$8,000/ employee .045X8,000X#staff members		8		\$ 2,880.00	
Benefits: \$1,500 X #staff members		8		\$ 12,000.00	
Training and Staff Development				\$ 4,000.00	
Worker's compensation: 1% of total salaries X 0.01				\$ 2,411.20	\$ 39,736.88
Insurance					
Liability: \$35 X # Children (cost will vary... many factors)		38		\$ 1,330.00	
Accident: \$5 X # Children		38		\$ 190.00	\$ 1,520.00
Building					
Rent: \$11.5 X Number of sq. ft. (1900)				\$ 21,850.00	
Maintenance, Repair				\$ 3,000.00	
Cleaning Services				\$ 1,000.00	
Utilities				\$ 3,000.00	
Telephone				\$ 1,200.00	
Other				\$ 1,000.00	\$ 31,050.00
Consumable/ Supplies					
Food and Supplies \$1.50X#childrenX255days X 80%				\$ 11,628.00	
Utilization					
Classroom: Paper, Paint, etc.				\$ 6,500.00	
For Building: Cleaning, paper, first aid, etc.					
Field Trips: \$5.00 X #Children (Center Cost)				\$ 2,500.00	\$ 20,528.00
Equipment Repair/ Replace				\$ 190.00	
Resources, Subscriptions				\$ 3,000.00	
Miscellaneous				\$ 500.00	
Administrative					
Office Supplies				\$ 500.00	\$ 4,190.00
Bank Charges				\$ 800.00	
Advertising				\$ 150.00	
Professional Services (accounting, lawyer, etc)				\$ 6,500.00	
Dues, subscriptions				\$ 4,000.00	
Printing				\$ 840.00	
Bad Debt				\$ 3,500.00	
Miscellaneous				\$ 2,500.00	
Total Expenses				\$ 500.00	\$ 18,790.00
					\$ 357,034.88

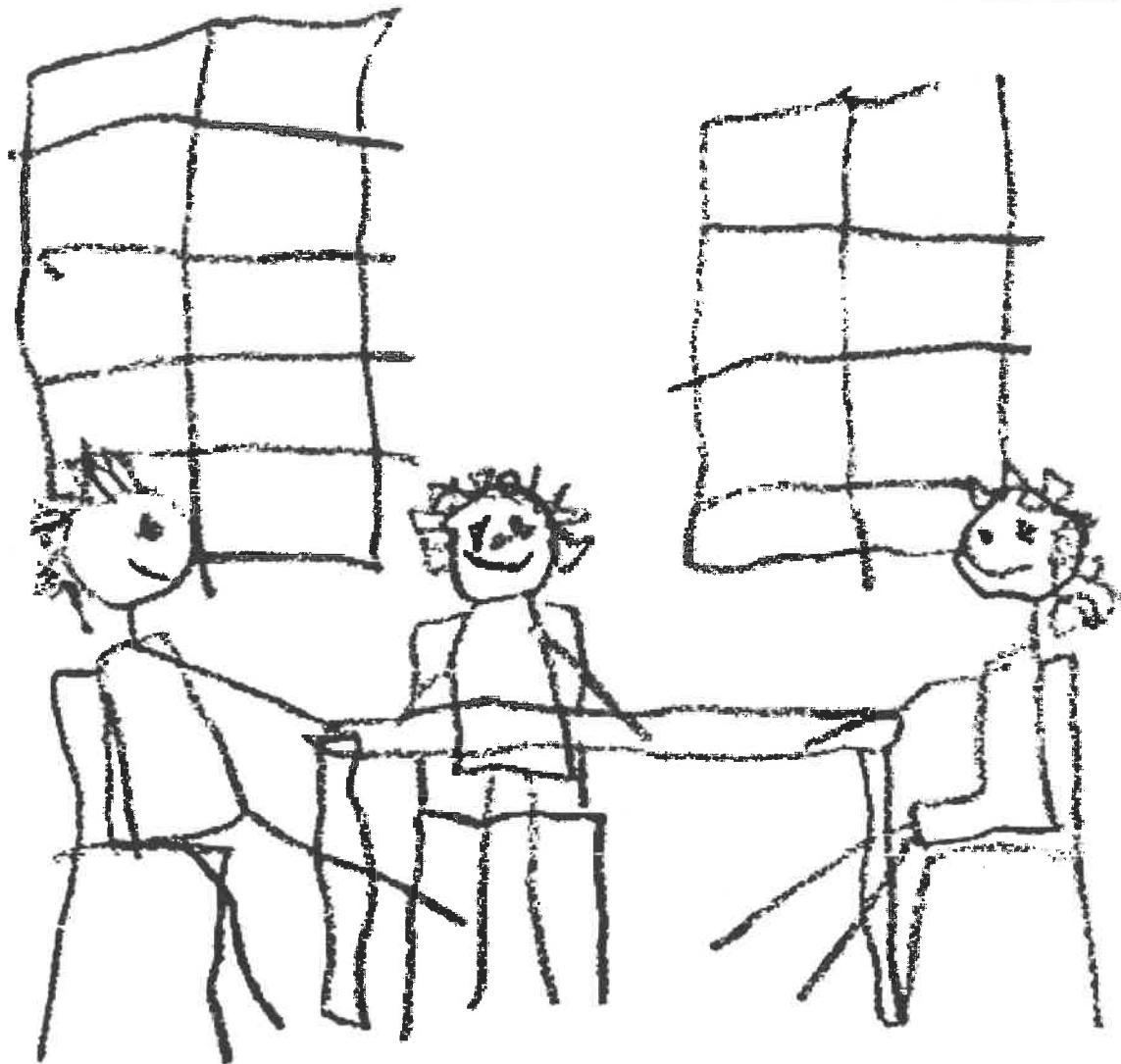
Start-Up Costs:

Item	Description/ Details	Number of Children	Cost of Land or Construction (per sq. ft.)	Item Cost	Total
Land					
Building Construction	This includes wall painting, bathroom/kitchen/storage remodeling	38			
Architect Fees					
Professional Fees	Cost of lawyers, accountant, etc		\$ 1,500.00	\$ 1,500.00	
Playground	Equipment & Landscape		\$ 3,000.00	\$ 3,000.00	
Indoor Equipment					
	Infant room		\$ 5,000.00		
	Toddler room (1-2yrs)		\$ 4,000.00		
	preschool and school age room		\$ 7,500.00		
	Office		\$ 5,000.00		
	Non-commercial kitchen		\$ 4,000.00		
	Library, media (books may be donated)		\$ 3,000.00		
	Indoor gym/ play area		\$ 1,500.00		
	Staff resources		\$ 2,000.00	\$ 27,000.00	
Approval Costs	Zoning, Occupancy, Fire		\$ 2,000.00	\$ 2,000.00	
Start-Up Total Cost*				\$ 33,500.00	

Income:					
Item	Description/ Details	Number of Children	\$ Per Week	Amount	Total
Child Care Fees	Infant(0-1): \$225 (per week) X 6 (Total Children) X 52 (weeks/yr) X 0.8* ² (80% utilization rate)	6	\$ 225.00	\$ 56,160.00	\$ 56,160.00
Toddlers (1-3): \$225 (per week)X 12 (children in age group) X 52 (weeks/yr.) X 0.8 (80% utilization rate)	12	\$ 225.00	\$ 112,320.00	\$ 112,320.00	
Preschool (3-4): \$190 (per week)X 12 (children in age group) X 52 (weeks/yr.) X 0.8 (80% utilization rate)	12	\$ 190.00	\$ 94,848.00	\$ 94,848.00	
School age (5 yrs& up): \$160 (per week) X 8 (children in age group) X 52 (weeks/ yr.) X 0.8 (80% utilization rate)	8	\$ 160.00	\$ 53,248.00	\$ 53,248.00	0.8
Registration Fees	Charged one time per year for each child \$50.00 per child X 38 (total kids)X 0.8 (80% utilization rate)	38	\$ 1,520.00	\$ 1,520.00	
CACFP*³	\$0.10 X 38 children X 255 days X 2 snacks per day X 0.8 (80% utilization rate)	38	\$ 1,938.00	\$ 1,938.00	
Other Income	Fund raising, miscellaneous		\$ 1,000.00	\$ 1,000.00	
Total for Year			\$ 321,034.00	\$ 321,034.00	

*² An 80% utilization rate used when computing income from weekly child care fees. The utilization rate is used for the normal fluctuations in enrollment due to illness, family vacations, etc.

*³ The Child and Adult Food Program (CACFP) reimbursement is figured on the basis of 97 children where 25% are receiving government assistant. The lowest level subsidy amount is considered for two snacks per day. We are assuming the lunches are brought from home.



Nanda Childcare Center Employee Handbook



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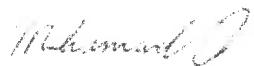
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Dear Employee:

Welcome to Nanda Childcare Center!

This handbook was developed to describe some of the expectations of our employees and to outline the policies, programs, and benefits available to eligible employees. Nanda employees should familiarize themselves with the contents of the employee handbook as soon as possible, for it will answer many questions about employment with our center.

I would like to again welcome you and wish you every success. We believe that each and every employee contributes directly to Nanda's achievements and growth. We hope you will take pride in being a member of our team.



Sincerely,

Mohamad Obaidy, Faiza Haider

Owners

Mission and Philosophy Statement

Nanda Childcare Center believes that quality childcare is an important aspect for every family. At the center, each child will be encouraged to learn and develop to the best of their ability. With leadership and understanding, each child will gain a sense of self-importance and will be able to discover their world in a safe and structured environment. It is our belief that each child has a talent, and our role is to encourage children to grow.

Introduction and Acknowledgement

This handbook is designed to acquaint you with Nanda and provide you with information about working conditions, employee benefits, and policies affecting your employment. It is mandatory that all employees read, understand and comply with all provisions of the handbook. By signing the acknowledgment form in your new-hire packet you have agreed to the terms of this acknowledgment.

No employee handbook can anticipate every circumstance or question about policy. As Nanda continues to grow, the need may arise and Nanda Day Care reserves the right to revise, supplement or rescind any policies or portion of the handbook as it deems appropriate. It is of the sole and absolute discretion of Nanda owners. The only exception to any changes is our employee at-will policy permitting you or Nanda to end employment for any reason at any time and other legal, non-negotiable policies.

EMPLOYMENT

Privacy Policies

Nanda Day Care has a commitment to ensure that center information and information systems are maintained in a secure manner. No information about your salary, review or application shall be shared without written request.

Open-Door Policy

In keeping with the company's philosophy of open communication and children safety, all employees have the right and are encouraged to speak freely with management about job-related concerns. We urge you to discuss your job-related ideas, recommendations, concerns and other issues important to develop a strong loving bound with the children and provide quality care.

Equal Employment Opportunity

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at Nanda Day Care will be based on merit, qualifications and abilities. Nanda Day Care does not discriminate in employment

opportunities or practices on the basis of race, color, religion, sex, national origin, age, disability, sexual orientation or any other characteristic protected by law. Nanda will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in risk for the children. This policy governs all aspects of employment, job selection, assignment, compensation, discipline, termination and benefits. Any employee with questions is encouraged to contact the director. Employees can raise concerns and make reports without fear of reprisal. Any employee found to be engaging in any type of unlawful discrimination, child abuse or retaliation will be subject to disciplinary action up to and including termination of employment.

Business Ethics and Conduct

Nanda Childcare Center comply with all applicable laws and regulations and expects its directors and all employees to conduct business in accordance with the letter, spirit, and intention of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct. In addition the use of good judgment, based on high ethical principals, should guide you with respect to acceptable conduct. Compliance with this policy of business ethics and conduct is the responsibility of every employee and disregarding or failing to comply with this standard of business ethics and conduct could result in disciplinary action up to and including termination.

Disability Accommodation

Nanda Day Care is committed to complying fully with the Americans with Disabilities ACT (ADA) and ensuring equal opportunity in employment for qualified persons with disabilities. Pre-employment inquiries are made only in regards to the applicant's ability to perform the duties of the position. Reasonable accommodations are available to all disabled employees where their disability affects the performance of job functions. All employment decisions are based on the merits of the situation in accordance with defined criteria, not based on the disability of the individual.

WORKING AND COMPENSATION

Employment on an At-Will Basis

All employees of the Nanda Day Care, regardless of their classification or position, are employed on an at-will basis. This means that each employee's employment is terminable at the will of the employee or the company at any time, with or without cause and with or without notice. No officer, agent, representative, or employee of the company has any authority to enter into any

agreement with any employee or applicant for employment on other than on an at-will basis. Furthermore, nothing contained in the policies, procedures, handbooks, manuals, job descriptions, application for employment, or any other document shall in any way create an express or implied contract of employment or an employment relationship on other than an at-will basis.

Attendance and Reporting to Work

Each employee is important to the overall success of our business. When you are not here, someone else must do your job. Consequently, you are expected to report to work on time at the scheduled start of the workday. Reporting to work on time means that you are ready to start work, not just arriving at work, at your scheduled starting time. Your children wait for you for guidance. Therefore, you are expected to be there to greet them and make them feel safe.

Nanda Day Care depends on you to be at work at the times and locations scheduled. Excessive absenteeism and/or tardiness will lead to disciplinary action, up to and including termination. The determination of excessive absenteeism will be made at the discretion of the director. Absence from work for three consecutive days without proper notification will be considered a voluntary resignation. After two days' absence, you may be required to provide documentation from your physician to support an injury- or illness-related absence, and to ensure that you may safely return to work.

If you expect to be absent from the job for an approved reason (e.g., paid time off or a leave of absence), you should notify the director of your upcoming absence as far in advance as possible. If you unexpectedly need to be absent from or late to work, you must notify the director prior to the start of your scheduled workday that you will be late or absent and provide the reason for that absence or tardiness. If the director is not available, you should contact the center's main office prior to the start of your scheduled workday. Failure to properly contact us will result in an unexcused absence for disciplinary purposes. Your attendance record is a part of your overall performance rating. Your attendance may be included during your review and may be considered for other disciplinary action up to and including termination.

Where possible, medical and dental appointments should be scheduled around your assigned work hours; otherwise, they may be considered absences

without pay. If you are unable to schedule an appointment before or after your shift, you are required to talk to the director to make special arrangements.

Workday Hours and Scheduling

Nanda Childcare Center is open Monday through Friday from 7:00 a.m. to 6:30 p.m. These start and end times are only guidelines. Employees will report to work as determined by the administrator.

In case of unplanned conditions, such as bad weather, illness, etc. that may force a schedule change at the last minute, you should contact the director or call the center directly.

Because of the nature of the job, employee lunch break for different people will vary depending on the age group you are working with. Lunch breaks are 1 hour. All employees are required to take a lunch break and no employee is authorized, without prior supervisory approval, to perform unrelated work during the lunch period.

Recording Hours Worked

All hourly employees are required to keep a time sheet. On your time sheet, you must correctly record your name and times when you signed in and out. You are expected to sign out every time you take a break longer than 15 minutes. The director will provide you with a time sheet for reporting your hours. Only you are authorized to record your own time.

Completed time sheets are due in the office no later than 3:00 p.m. every Friday. Failure to turn in time sheets by this deadline may delay your paycheck for that week.

Pay Period and Payday

Nanda issues paychecks every other Monday, on a Bi-weekly basis. Pay periods start on Monday morning and end on Friday afternoon. Therefore, every other Monday, you will receive a paycheck for all hours worked in the pay period ending the previous Friday afternoon. If an employee uses direct deposit, the employee's pay may not be available for withdrawal from his or her bank account until the following Wednesday. Nanda Day Care uses ADP payroll services to process paychecks.

Overtime Pay

Under no circumstances shall an employee work overtime without the prior director's approval. Hourly employees will receive overtime pay at a rate of one-and-one-half times their regular hourly rate for all hours worked in excess of 40 in a workweek. Salaried employees are not eligible for overtime.

Orientation and Training

Nanda child care understands the impact effective training has on the quality of early childhood development programs. Newly hired staff must complete a two hours orientation focusing on minute to minute responsibilities of providing care to infants, toddlers and preschoolers. The orientation also goes over how to become an educator of young children and not a baby sitter. Finally, all new staff must watch an instructional videotape "Spending the Morning with a Child Care Provider". In addition to the new employee orientation, every teacher and teacher aid at Nanda must complete a minimum of thirty (30) hours of training every two years. Fifteen (15) hours of such training must be completed during the first six months of the program's first year of registration. Training must address the following topics:

- Principles of early childhood development
- Nutrition and health needs of children
- Child day care program development
- Safety and security procedures, including communication between parents and staff
- Child abuse and maltreatment identification and prevention
- Statutes and regulations pertaining to child day care
- Business record maintenance and management
- Statutes and regulations pertaining to child abuse and maltreatment
- Education and information on the identification, diagnosis and prevention of shaken baby syndrome

Holidays

Nanda observes the following holidays:

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- 4th of July
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Day

Full-time employees will be paid for these holidays as long as the employee was present for work on the workdays immediately before and after that holiday, or had an acceptable excuse for being absent on any such days. If a paid holiday falls within an employee's vacation period, the holiday will not be counted as a vacation day.

Part-time employees are not eligible for holiday pay.

Employment Classifications

Upon being hired, all new employees must serve a ninety (90) calendar day introductory period. It is especially important that you make your supervisor aware of any questions or problems you may encounter during this period. Your performance will be carefully monitored during this period. At the end of the introductory period, your performance will be reviewed, and if it has been satisfactory, you will become a Regular Full-Time or Regular Part-Time Employee. Satisfactory completion of the introductory period does not entitle you to employment for any specific term, but does entitle you to participation in many of Nanda's employee benefits programs.

Benefits

Nanda Day Care shall offer all their part-time and full-time staff, after the 90 days introductory period, vacation and sick leave, regardless of being part or full time. Employees earn up to 7 days of annual and 7 days of sick leave per year, and can accumulate a maximum of 14 days per year.

Nanda Childcare Center offers all employees the opportunity to enroll in our Kaiser Permanente Health Insurance Plan after the introductory period. Nanda will contribute 20% of the employee premium

Eligible Employees at Nanda are provided with a range of benefits. Social Security, workers' compensation and unemployment insurance cover all employees in the manner prescribed by law.

Nanda Childcare Center offers staff members with children a 10% discount on their child care tuition.

Nanda Childcare Center will offer full time staff computer and e-mail access.

LEAVES OF ABSENCE

Personal Leave

Nanda Childcare Center may, at its discretion, grant an employee a leave of absence without pay when sufficient personal reasons necessitate such a leave. However, employees are not eligible for a personal leave of absence until they have been continuously employed as full-time employees of the center for 12 months.

Bereavement Leave

Nanda Childcare Center provide up to three days of unpaid bereavement leave for an employee upon the death of an immediate family member. For purposes of this policy, "immediate family" is defined as the employee's spouse's parents, siblings, children, grandparents, grandchildren, or any other relative who resides in the employee's household.

Employees should direct all requests for Bereavement Leave to the director.

Jury Leave

Employees who are called for jury duty will be granted time off with pay to perform this civic duty. Employees must notify the director as soon as they learn they have been summoned as a juror so that work arrangements can be made. In order to be paid for Jury Leave, an employee must provide the director with the jury summons and a note from the Clerk of the Court indicating the times the employee was in court for jury duty. Nanda Childcare Center pays employees their regularly scheduled hours of work, minus the compensation received from the court for their service as jurors, for up to two days of jury service. An employee who is excused from jury duty prior to the end of a regularly scheduled workday must report for work for the remainder of that day, or otherwise notify his or her supervisor of his or her availability to work.

Military Leave

Nanda Childcare Center grants employees called into military service an unpaid leave of absence and reemployment rights as provided by the laws of the United States. Employees may use accrued paid time off during a military leave of absence, but are not required to do so.

STANDARDS AND EXPECTATIONS FOR THE WORKPLACE

SAFETY

Nanda Childcare Center believes in maintaining safe and healthy working conditions for our employees and children. To achieve our goal, each employee must be safety conscious. We have established policies and procedures and we expect each employee to follow these policies and procedures, to act safely, and to report unsafe conditions to his or her supervisor in a timely manner.

Reporting Unsafe Conditions or Practices

Employees are expected to continually be on the lookout for unsafe working conditions or practices. If you observe an unsafe condition, you should warn others, if possible, and report it to the director immediately. If you believe that a child's safety is being compromised, you should contact child protective services and notify the director immediately.

If you observe a coworker using an unsafe practice, you are expected to mention this to the coworker and the director. Likewise, if a coworker brings to your attention an unsafe practice you may be using, please thank the coworker and make any necessary adjustments to what you are doing. Safety at work is a team effort.

Maintaining a Safe Worksite

We expect employees to establish and maintain a safe worksite. This includes but is not limited to the following applications:

- Maintaining proper fall-protection systems.
- Properly lifting and lowering heavy objects.
- Ensuring that children are always kept safe and supervised
- Maintaining constant visuals of your children all the times
- Inspecting, cleaning, and properly storing tools and equipment after use.
- Following established safety rules.

Using Safety Equipment

Where needed, Nanda Childcare Center provides its employees with appropriate safety equipment and devices. You are required to use the equipment provided in the manner designated as proper and safe by the manufacturer. Failure to properly use safety equipment may lead to disciplinary action, up to and including termination.

If you require safety equipment that has not been provided, notify the director.

Reporting an Injury

Employees are required to report any injury, accident, or safety hazard immediately to their director. Minor cuts or abrasions must be treated on the spot. More serious injuries or accidents will be treated accordingly. Serious injuries must be reported on the injury or accident report form available in the office.

Care of Equipment and Supplies

All employees are expected to take care of the center's equipments and supplies. You are responsible for maintaining material in proper working condition and for promptly reporting any unsafe or improper use to the director.

Neglect, theft, and/or destruction of the center's materials are grounds for disciplinary action, up to and including termination.

Smoking at the Workplace

Nanda Childcare Center policy is to provide smoke-free environments for our children, employee and community. Smoking of any kind is prohibited inside or outside the site. Employees may smoke on scheduled breaks or during meal times, as long as they do so outside the center. Employees who take excessive smoke breaks may be required to work longer hours to make up for time lost smoking.

Employees are also responsible to inform all those working on our job sites of this smoke-free policy, and report to the director any violation of this policy.

Violence and Weapons

Nanda Childcare Center believes in maintaining a safe and healthy workplace, in part by promoting open, friendly, and supportive working relationships among all employees. Violence or threats of violence have no place in our business. Violence is not an effective solution to any problem. Employees are strictly prohibited from bringing any weapons, including knives, pistols, rifles, stun guns, Mace, etc., to the center. Neither threats of violence nor fighting will be tolerated. Furthermore, if you have a problem that is creating stress or otherwise making you agitated, you are encouraged to discuss it with the director.

You are expected to immediately report to the director any violation of this policy. Any employee found threatening others, fighting, and/or carrying weapons to the worksite will be subject to disciplinary action, up to and including termination.

Background Check and Drug Screening

Prior to employment, each potential employee must undergo a background check and drug test. Nanda Day Care may also require employees to take random drug tests during their employment. A positive result on any such drug test is grounds for immediate termination.

Your receipt of this policy statement and signature on the handbook acknowledgment form signify your agreement to comply with this policy.

Any employee who is convicted of violating criminal drug statutes must notify the director of that conviction within five days of the conviction. Failure to do so may lead to disciplinary action. A copy of your background records shall be sent to Montgomery County Child Care office.

Responding to Parents inquiries and Problems

At Nanda Childcare Center, parents satisfaction is the measure of our success. It is the responsibility of each employee, within reason, to interact with the parents to achieve this goal. However, you must notify the director of any parents or child concerns or problems. The director represents the center and therefore is better suited to deal with parent's concerns and inquiries.

Appearance and Dress

To present a business-like, professional image to our parents and community, all Nanda Childcare Center employees are required to wear appropriate clothing on the job. You should wear comfortable clothes, shoes that will allow you to interact and be active with the children.

Conflicts of Interest

You should avoid external business, financial, or employment interests that conflict with Nanda's business interests or with your ability to perform your job duties. This applies to your possible relationships with any other employer, consultant, contractor, customer, or supplier.

Violations of this rule may lead to disciplinary action, up to and including termination.

CODE OF ETHICAL CONDUCT

In order to avoid any appearance of a conflict of interest, employees are expected to abide by the following code of ethical conduct. Please consult with the director if you have any questions.

Nanda Childcare Center employees should not solicit or accept anything of value from any parents or company that Nanda Childcare Center has a current or potential business relationship.

Nanda Childcare Center employees should not accept any item of value from any party in exchange for or in connection with a favor.

Personal Calls, Visits, and Business

Nanda Childcare Center expects the full attention of its employees while they are working with children. Although employees may occasionally have to take care of personal matters during the workday, employees should try to conduct such personal business either before or after the workday or during breaks or meal periods. Regardless of when any personal call is made, it should be kept short. Your attention should focus on the children and their safety.

Employees should also limit incoming personal calls, visits, or personal transactions. Nanda's phones should be available to serve the parents and non-business use of the phones can hurt the center's business. A pattern of excessive personal phone calls, personal visits, and/or private business dealings is not acceptable and may lead to disciplinary action.

Business Expenses

Employees may occasionally incur business expenses. Nanda will reimburse employees for typical business expenses, such as art supplies, mileage that has been approved by the director. Nanda will pay reimbursements upon receipt of the employee's receipts. Employees may also turn in such receipts by attaching them to the employee's weekly time sheet for the week in which the employee made the purchase.

Confidential and Proprietary Information

Nanda considers all of your information and the parent's information to be confidential. Employees must carefully protect and must not disclose to any third party any confidential information belonging to the center, children or parents. Phone numbers and address of the children should never be disclosed or passed to anyone. Children personal information and behavior should not be discussed with anyone other than the director.

If you have any questions about this policy, consult with the director.

RULES OF CONDUCT AND PROGRESSIVE DISCIPLINARY PROCEDURE

There are reasonable rules of conduct which must be followed at Nanda Childcare Center to help providers work together effectively. Nanda Childcare Center expects each employee to present him or herself in a professional appearance and manner. If an employee is not considerate of others and does not observe reasonable work rules, disciplinary action will be taken.

Depending on the severity or frequency of the disciplinary problems, a verbal or written reprimand, suspension without pay, disciplinary probation, or discharge may be necessary. It is within Nanda's sole discretion to select the appropriate disciplinary action to be taken. Notwithstanding the availability of the various disciplinary options, Nanda reserves the right to discharge an employee at its discretion, with or without notice.

The following is not a complete list of offenses for which an employee may be subject to discipline, but it is illustrative of those offenses that may result in immediate discipline, up to and including dismissal, for a single offense:

1. Excessive absenteeism or tardiness.
2. Dishonesty, including falsification of Company-related documents, or misrepresentation of any fact.

3. Fighting, disorderly conduct, horseplay, or any other behavior which is dangerous or disruptive.
4. Possession of, consumption of, or being under the influence of alcoholic beverages while at Nanda Childcare Center.
5. Illegal manufacture, distribution, dispensation, sale, possession, or use of illegal drugs or unprescribed controlled substances.
6. Reporting for work with illegal drugs or un-prescribed controlled substances in your body.
7. Possession of weapons, firearms, ammunition, explosives, or fireworks on center or customer premises.
8. Failure to promptly report a workplace injury or accident involving any of the Company's employees, clients, equipment, or property.
9. Willful neglect of children safety.
10. Any type of children abuse or disrespect towards the parents
11. Commission of a crime, or other conduct which may damage the reputation of Company.
12. Use of profane language during work hours.
13. Stealing, misappropriating, or intentionally damaging property belonging to the center, children, parents or employees.
14. Unauthorized use of the Nanda's or its clients' name, logo, funds, equipment, vehicles, or property.
15. Insubordination, including failure to comply with any work assignments or instructions given by the director or supervisor.
16. Violation of Nanda's Equal Employment Opportunity Policy or its Harassment Policy.
17. Interference with the work performance of other employees.
18. Failure to cooperate with an internal investigation or reporting child abuse.
19. Failure to maintain the confidentiality of the children or their parents.
20. Failure to comply with the personnel policies and rules of the Company.

RE-EMPLOYMENT

Former employees who are rehired within three months of their termination will not be required to go through another orientation period, unless the director deems it necessary. Former employees who are rehired and return to work more than three months after their termination will be rehired only as new employees and must complete a new orientation period. They will be considered new employees for any and all benefits. As a general rule, Nanda does not rehire former employees who:

- Were dismissed by the center
- Resigned without giving two weeks' notice
- Were dismissed for inability to perform job duties
- Had a poor attendance record
- Had a below-average evaluation
- Violated work rules or safety rules

MOONLIGHTING

While Nanda doesn't prohibit any of their employees from obtaining a second job as a child care provider, Nanda however, prohibits its employees from sharing children's information and talk to parents about moving their kids to their new employment.

Nanda Childcare Center will not pay medical benefits for injuries or sickness resulting from employment by any employer other than Nanda Day Care.

ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK

I have received the current Nanda Childcare Center employee handbook and have read and understand the material covered. I have had the opportunity to ask questions about the policies in this handbook, and I understand that any future questions that I may have about the handbook or its contents will be answered by the Office Manager or his or her designated representative upon request. I agree to and will comply with the policies, procedures, and other guidelines set forth in the handbook. I understand that Nanda Day Care reserves the right to change, modify, or abolish any or all of the policies, benefits, rules, and regulations contained or described in the handbook as it deems appropriate at any time, with or without notice. I acknowledge that neither the handbook nor its contents are an express or implied contract regarding my employment.

I further understand that all employees of Nanda Childcare Center, regardless of their classification or position, are employed on an at-will basis, and their employment is terminable at the will of the employee or the company at any time, with or without

cause, and with or without notice. I have also been informed and understand that no officer, agent, representative, or employee of the center has any authority to enter into any agreement with any applicant for employment or employee for an employment arrangement or relationship other than on an at-will basis and nothing contained in the policies, procedures, handbooks, or any other documents of the company shall in any way create an express or implied contract of employment or an employment relationship other than one on an at-will basis.

This handbook is Nanda Day Care Center property and must be returned upon separation.

Signature

Date

Employee Name: Printed



**14910 Broschart Rd.
Rockville, MD 20850 (301) 460-4035**

- **Ages: 6 Weeks – 5 Years**
- **Full and Part Time Quality Child Care**
- **Curriculum Designed to Enhance Your Child's Skills and Development.**
- **Licensed, Qualified Teachers in Every Class**
- **MSDE Certified Facility**
- **Certified CACFP Food Program Participant (Vegetarian lunch program available)**
- **Child Care Voucher and WPA programs are welcome**
- **Computer and Homework Spaces for all Preschool/ School Age Kids**
- **Transportation Available within 5 Mile Radius or Meet the Parents at Shady Grove Metro.**
- **Weekly Dance & Music Classes**

www.NandaChildCare.net



Nanda Child Care
14910 Broschart Rd.
Rockville, MD 20850
M-F 7:00 a.m. - 6:30 p.m.

Parents Evaluation Form

Nanda Day Care is devoted to offering the BEST childcare for ALL of the children enrolled within our center. It is pertinent that the director and the staff have continued feedback from our parents. Please take a moment to answer a few questions about the care your child has been provided (1 being BAD and 4 being GREAT). You are welcome to give us additional comments, suggestions or concerns. Form can be dropped at the center's feedback box, located next to the sign in/out kiosk.. Sincerely- Nanda Day Care

- Are you satisfied overall with the quality of care provided for your child?

1 2 3 4

- Do you feel a partnership between you and your teacher?

1 2 3 4

If not, please explain...

- Do you feel you are adequately provided with daily notes, as well as observations about your child's development on a regular basis?

1 2 3 4

- Do you feel your child is being provided with an adequate curriculum that is creating a love for learning and discovery?

1 2 3 4

Please explain...

- Do you feel your comments, suggestions or concerns are being heard? How can we improve, if needed?

1 2 3 4

Please explain...

- Would you refer Nanda Day Care to a friend or relative?

1 2 3 4

Infants Financial Agreement



Nanda Child Care LLC.
14910 Broschart Rd.
Rockville, MD 20850
M-F 7:00 a.m. - 6:00 p.m.

Please read the following policies regarding our child care fees, complete and sign.

1. **Tuition** - Full payment is required when child is absent, for two scheduled in-service days and the some federal holidays: Dr. Martin Luther King, Memorial, Independence, Labor, Thanksgiving (and the day after), Christmas and New Year's Days. Fees are subject to change with one month notice.
2. **Tuition Due Date** - Payment is expected in advance each Friday upon drop-off or pick-up.
3. **Methods of payment** – Payments can be made by personal check, money order or cash at the office. If you are paying in cash, please have exact amount. Checks can be placed in the tuition box outside the office. Please do not place cash in the box. Please retain your receipt for cash payments.
4. **Late Payment** - accounts with past due balances will be automatically charged a late payment fee of XX (per child) each Monday evening at 6:00 p.m. Failure to submit payment for one week will result in termination of services.
5. **Returned Check** – accounts will automatically be assessed a \$25 fee for each returned check. After the second returned check, only money orders or cash payments are accepted.
6. **Late pick-up** – after 6:00 p.m., a late pick-up fee of \$5 will be charged for every 15 minutes that a parent is late picking-up his/her child/children.
7. **Vacation** – a full time student earns two weeks (10 days) of vacation time per calendar year. Tuition will not be charged for these weeks if the child has been enrolled continuously for one year and the billing account is current. The family must take five consecutive vacation days at a time.
8. **Withdrawals** – a two-week advance written notice of withdrawal must be presented. Tuition will be charged for a two-week period if notice is not given.

Please check which program your child will be attending. If attending part time, circle days attending each week

Full time program ----- \$ xxx (5 days per week)
 Part time program ----- \$ xxx (Mon., Tues. Wed. Thurs. Fri)

Child's name _____

I, _____, as parent/guardian, for the above child, understand and accept the responsibility for the payment terms as outlined above.

Parent/guardian signature

Date

Staff Signature

Date

Toddlers & Twos Financial Agreement



Nanda Child Care LLC.
14910 Broschart Rd.
Rockville, MD 20850
M-F 7:00 a.m. - 6:00 p.m.

Please read the following policies regarding our child care fees, complete and sign.

- Tuition** - Full payment is required when child is absent, for two scheduled in-service days and the some federal holidays: Dr. Martin Luther King, Memorial, Independence, Labor, Thanksgiving (and the day after), Christmas and New Year's Days. Fees are subject to change with one month notice.
- Tuition Due Date** - Payment is expected in advance each Friday upon drop-off or pick-up.
- Methods of payment** - Payments can be made by personal check, money order or cash at the office. If you are paying in cash, please have exact amount. Checks can be placed in the tuition box outside the office. Please do not place cash in the box. Please retain your receipt for cash payments.
- Late Payment** - accounts with past due balances will be automatically charged a late payment fee of XX (per child) each Monday evening at 6:00 p.m. Failure to submit payment for one week will result in termination of services.
- Returned Check** - accounts will automatically be assessed a \$25 fee for each returned check. After the second returned check, only money orders or cash payments are accepted.
- Late pick-up** - after 6:00 p.m., a late pick-up fee of \$5 will be charged for every 15 minutes that a parent is late picking-up his/her child/children.
- Vacation** - a full time student earns two weeks (10 days) of vacation time per calendar year. Tuition will not be charged for these weeks if the child has been enrolled continuously for one year and the billing account is current. The family must take five consecutive vacation days at a time.
- Withdrawals** - a two-week advance written notice of withdrawal must be presented. Tuition will be charged for a two-week period if notice is not given.

Please check which program your child will be attending. If attending part time, circle days attending each week

Full time program ----- \$ xxx (5 days per week)
 Part time program ----- \$ xxx (Mon., Tues. Wed. Thurs. Fri)

Child's name _____

I, _____, as parent/guardian, for the above child, understand and accept the responsibility for the payment terms as outlined above.

Parent/guardian signature

Date

Staff Signature

Date

Preschool Financial Agreement



Nanda Child Care LLC.
14910 Broschart Rd.
Rockville, MD 20850
M-F 7:00 a.m. - 6:00 p.m.

Please read the following policies regarding our child care fees, complete and sign.

1. **Tuition** - Full payment is required when child is absent, for two scheduled in-service days and the some federal holidays: Dr. Martin Luther King, Memorial, Independence, Labor, Thanksgiving (and the day after), Christmas and New Year's Days. Fees are subject to change with one month notice.
2. **Tuition Due Date** - Payment is expected in advance each Friday upon drop-off or pick-up.
3. **Methods of payment** - Payments can be made by personal check, money order or cash at the office. If you are paying in cash, please have exact amount. Checks can be placed in the tuition box outside the office. Please do not place cash in the box. Please retain your receipt for cash payments.
4. **Late Payment** - accounts with past due balances will be automatically charged a late payment fee of XX (per child) each Monday evening at 6:00 p.m. Failure to submit payment for one week will result in termination of services.
5. **Returned Check** - accounts will automatically be assessed a \$25 fee for each returned check. After the second returned check, only money orders or cash payments are accepted.
6. **Late pick-up** - after 6:00 p.m., a late pick-up fee of \$5 will be charged for every 15 minutes that a parent is late picking-up his/her child/children.
7. **Vacation** - a full time student earns two weeks (10 days) of vacation time per calendar year. Tuition will not be charged for these weeks if the child has been enrolled continuously for one year and the billing account is current. The family must take five consecutive vacation days at a time.
8. **Withdrawals** - a two-week advance written notice of withdrawal must be presented. Tuition will be charged for a two-week period if notice is not given.

Please check which program your child will be attending. If attending part time, circle days attending each week

Full time program ----- \$ xxx (5 days per week)
 Part time program ----- \$ xxx (Mon., Tues. Wed. Thurs. Fri)

Child's name _____

I, _____, as parent/guardian, for the above child, understand and accept the responsibility for the payment terms as outlined above.

Parent/guardian signature

Date

Staff Signature

Date



Nanda Child Care

Parents Handbook

4507 woodlark Pl
Rockville, MD 2053
(301) 460-4035
www.NandaChildCare.net

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Welcome to our center and Thank you for considering Nanda Childcare Center. This handbook contains procedures and rules put fourth to ensure complete transparency between us and the parents. Please read it thoroughly and feel free to ask questions or concerns you may have.

PHILOSOPHY

Nanda Childcare Center believes that quality childcare is an important aspect for every family. At the center, each child will be encouraged to learn and develop to the best of their ability. With leadership and understanding, each child will gain a sense of self-importance and will be able to discover their world in a safe and structured environment. It is our belief that each child has a talent, and our role is to encourage children to grow.

COMMUNICATION

Communication is an essential aspect of our partnership. As we welcome each new family into Nanda, it is very important that you know that we welcome your questions and feedback. Sensitive issues will be discussed in private.

ENROLLMENT POLICY

The following forms are required by Maryland State Law and need to be completed prior to placement.

The Emergency Information/Enrollment Card
Health Inventory & the Addendum
Food Program Enrollment Form
Medical and Immunization Records
Signed Contract
All About My Child

It is the parent's responsibility to keep the immunization form up to date. According to state regulations this form must be updated and returned to Nanda Childcare Center within 24 hours of receiving shots. You are required to keep us informed of any change in addresses, telephone numbers, and other pertinent information listed on any/all of the above forms. Please inform us if your child has ever had fever related seizures or other serious medical conditions or food allergies.

DAYS AND HOURS OF OPERATION

Nanda Childcare Center is open Monday-Friday from 7:00 am until 6:30 pm with the exception of the days off listed in this handbook and contract. At the time of enrollment, we will determine the specific hours your child will attend. Please be considerate and give us as much notice as possible if you need to adjust your hours. Also, if an early arrival or later departure becomes a fairly regular event, we may need to adjust your rate. Late arrival does not justify late departure.

Whenever possible, please notify us by your scheduled arrival time if your child will not be arriving for the day or if you will be late in arriving. While running 5 or 10 minutes may seem insignificant to you, it makes a big difference for our employees. If we know you will be running late (and occasionally several families may even be late on the same day) we can use that time to get something else done.

OPEN DOOR POLICY

Nanda maintain an *Open Door Policy*. This means you are always welcome to call or drop in to see your child at any time during regular hours. Open Door Policy does not mean our door will always be unlocked. For children's safety, we will keep the main door locked during regular business hours. Please call and let us know you are coming. If for some reason, you ring the doorbell and no one answer, please walk around to the other side door. We appreciate you take our schedule into consideration if you do plan to visit. Children will usually have an afternoon nap/rest time, and we prefer not to have any disruptions at that time if possible. Please do feel free to call at any time to check up on your child.

ARRIVALS AND DEPARTURES

It is normal for some children to have difficulty separating from parents, or cry when being dropped off. Please be very brief (no more than 5 minutes) during drop-off times; the longer the departure the harder it gets. A smile, cheerful good-bye kiss, and a reassuring word that you will be back are all that is needed. Please be assured that if your child is having a difficult time settling down and is crying for a prolonged period of time, we will contact you.

Please bring your child dressed (in weathered appropriate clothing) and ready to begin their day. Please do not bring food into the center in the morning. If you bring food it can cause problems with other children seeing the food and them wanting to have the food also.

Please do not allow your child to run out to the car while you are still inside! The Safety Rule is "No one goes outside without an adult with them."

RELEASE OF CHILDREN

Your child (ren) will not be released to anyone except those indicated on the enrollment form. If there is an exception due to emergency, you must call and/or send a release note with that person. Identification will be required.

PROBATIONARY PERIOD

The first four weeks of care are considered probationary. Either the parents or the daycare provider may terminate the initial agreement at any time during this period.

After the probationary period, a two week notice is required by either party to terminate the agreement. In the event of violation of any article of our contract, Nanda Childcare Center reserves the right to terminate the contract without notice and deposit will be forfeited. After the probationary period, two weeks notice is required for withdrawal by the parents. Parent will be required to pay the full two weeks regardless of the child's attendance. For termination by the daycare provider for reasons other than contract violations, two weeks notice will also be given. Violation of any article of our contract will be just cause for immediate termination.

PAYMENTS

- **Registration:** A \$50 non refundable fee and one week tuition is required at the time of registration. Returning families will not be required to pay the registration fee.
- **Fees:** Full payment is required in advance, even if the child is absent, unless other arrangements have been made 2 weeks prior to the absence. In the event that the center closes due to emergencies or events beyond our control, parents are still required to make payments. The center reserves the right to raise tuition with a 30-day advance notice.
- **Discounts:** A 15% discount will be given to each siblings enrolling in the center.
- **Payment Due Date:** Payment is due in advance on Fridays and no later than the following Monday.
- **Returned Checks:** There will be a fee of \$25 on all returned checks. After two returned checks, future payments must be made by cash or money order.
- **Late Payment:** If payment is not made by Monday, a late fee will be added to all accounts. Nanda Childcare Center reserves the right to terminate services to any family that is in arrears or has a history of late pay. If payment is not made by the end of the second week, the child will not be allowed to attend the center until payment has been made.
- **Late Pickup:** The opening and closing times are strictly observed. A \$5 late charge will be assessed to all parents for every 15 minutes late picking up children.
- **Withdraw from Programs:** A two weeks written notice is required should a parent want to terminate service. If written notice is not given, parents will be responsible for two more weeks' payment.

ABSENCE DUE TO OTHER REASON

Weekly payments are not based on child's attendance. No refunds or reductions in fee are given for late arrivals/early departures, parental vacations, weather, or exclusion due to illness.

VACATION AND HOLIDAYS

The following days are paid holidays: New Year's Day, Good Friday, Easter Monday, Memorial Day, July 4th, Labor Day, Thanksgiving and the day after, Christmas Eve, Christmas Day and the day after.

Each year, the kids are entitled to take 5 unpaid vacation days. Vacation days must be planned with the daycare provider at least two weeks in advance. Minimum vacation time is one day.

Inclement Weather

Nanda Childcare Center will be closed when the Montgomery County Public Schools are closed. Listen to WTOP (1500 AM, 107.7 FM), Montgomery County channel on cable tv, or any other TV or radio station announcing inclement weather closings for the school closing announcement beginning at 6:00 a.m. Parents may visit www.schoolsout.com to check the status of school openings. Nanda Day Care will not be mentioned specifically. You may also call Nanda Day Care at 301-460-4035 a message will be left on our voice mail regarding the closing or you can check our website www.NandaChildCare.net for up-to-date closing information.

Delayed school opening: Nanda will delay opening for the same amount of time (i.e. one hour delay: 8:00 a.m.). Prior to bringing children to the program site, parents may wish to contact Nanda Day Care to be certain staff is present.

Heavy storm during the course of the day: At the Director's discretion, we may close early, and parents will be contacted. If we cannot reach you, we will call your emergency contact person, so please be sure this information is up to date.

Snow storm policy: Nanda Day Care believe that the superintendent of Montgomery County Public Schools is much more informed than any one of us could be concerning the safety of transporting children. The superintendent uses information from the highway department, the department of public works, and the bus company to come to a decision about the closing of schools. The safety of children, staff and families is always the most important concern.

Extended Closings: When schools are closed more than one day as a result of inclement weather, Nanda Day Care may re-open providing:

- The driveway, parking lot and sidewalks are clear; and
- The snow emergency plan has been lifted.

PERSONAL BELONGINGS

No toys should be brought from home. Little ones have a difficult time sharing with others and it is even harder with their own special toys. Exceptions will be their "lovey" for naptime and Show & Tell items. Parents are required to supply

diapers/training pants, wipes, formula and a change of clothes. In addition if your child requires a special diet, you must supply it.

SICKNESS POLICY

According to state regulations a provider may not allow a child to enter or remain in care if the child is exhibiting symptoms of acute illness. A child who has a fever, vomiting, diarrhea, rash or other condition contagious to other children, or needing close attention is to be kept at home. Any fever over 100 indicates a transmissible illness and the child must be kept at home. Furthermore, a child with a frequent, active cough and/or a very runny nose needs to be at home. Children who are lethargic, generally not "acting themselves", or are unable to participate fully in our daycare routine, should be kept at home. Your child must be symptom free (without the use of medication) for 24 hours before returning to daycare. Please notify provider any time your child has a contagious condition that they may have exposed another child in provider's care to.

If your child becomes ill while in our care, we will make the determination as to whether or not the parent is to come for the child. Each case is different and new situations may arise, but in general, aside from obvious symptoms of illness (fever, vomiting, diarrhea, etc.) if your child is acting sick, lethargic or too uncomfortable to participate in our normal routine, we will call you to come get your child. Please know that we make that call to you, we have done everything possible, and we have reached a point where parental care is needed. Your child must be picked up within one hour.

We strictly enforce the sickness policy. This is for the well being of all the children and parents. Exposing the other children in our care to your child's illness starts a cycle of passing the illness throughout the daycare families enrolled, causing many parents to have to miss work to care for their sick children. Please remember that children get sick and it happens to everyone. We can not offer sick child care. It is a state law.

MEDICATION

Written parental consent is required to permit us to give medication of any kind. Please try to give medication at home whenever possible. Please do not send medication in a bottle or cup of milk, juice, etc. All medication must be in the original container and include written instructions. Our staff is permitted to give only one dose of non-prescription medication per illness, except acetaminophen (Tylenol) and topical medication. If your child needs more than one dose, a Medication Order Form may be completed by your child's doctor to allow us to administer the first dose of any new medication to your child. The first dose is to be administered by you at home with several hours for parental observation of a possible allergy.

MEALS

Nutritious meals will be served daily. Breakfast is from 8:00-8:30 am, a.m. snack is from 9:30-9:45 am, lunch is from 12:00-12:30 pm and p.m. snack is from 3:00 – 3:15

pm. If your child will be arriving late, you must notify us via phone to make meal arrangements, otherwise you are responsible for feeding your child.

TOILET TRAINING

Children generally achieve toilet training between the ages of 2 ½ and 3 years old. If potty training is begun when your child is ready, the task is easy and quick. It can often be achieved in one or two weeks. Some signs to look for include appropriate language skills to communicate the need to use the potty, staying dry for long periods of time, the ability to dress and undress self, and an interest in staying dry or clean. We take a very relaxed attitude towards potty training. Please realize this should be your child's accomplishment and not yours or ours. Children should not be compared to how others are doing. Children train easily when they are ready.

Parents must start the toilet training process at home.

We'll continue training at the center and, during this time, we require that children wear pull-ups daily for health and safety reasons in the child care setting. Please keep in mind that the activity level here can distract your child from responding to an urge to use the potty, more so than at your home. We will need to go two weeks with no accidents before putting your child in big girl or big boy's pants at child care.

While your child is learning to use the potty please refrain from having them wearing overalls, onesies, belts, buckles, snaps, buttons or zippers. A second set of clothing is required.

NAP/QUIET TIME

All children are required by State guidelines to have a rest period each day. Although our nap time may vary depending on our activities on a particular day, usually it is from 12:30-2:30 pm. Children don't have to sleep, but, they must however lie quietly until the other children are asleep & then may quietly play on their mats or look at books until rest time is over.

Please avoid picking up or dropping off your child during that time, as it disturbs the other children's rest period. If you cannot avoid coming at that time, please be quiet and considerate of the children who are resting.

ACTIVITIES AND CURRICULUM

The main goal of this child care is to learn while having fun and improving social skills. We will be utilizing a variety of activities to accomplish this goal. Free play, reading, arts and crafts, music/singing, dancing, pretend play, puzzles and educational TV/Videos are just some of the activities we will be doing.

Your child will work on age appropriate skills such as hand/eye coordination, letter and number recognition, same and differences and colors.

HOUSE RULES

The following rules are enforced for the safety of everyone. There will be no running inside. No hitting, pushing, biting, grabbing, kicking, spitting or pinching other children or adults.

DISCIPLINE

Our discipline policy is directed toward teaching children acceptable behavior and building children's self-esteem. Nanda discipline policies include:

- Verbal Apology - Depending on the child's age
- Redirection: By keeping the children involved in activities that they are interested in, we can often prevent situations from arising that require further intervention. Also, by ensuring that the children are adequately supervised, situations can be dissipated before they escalate.
- Time Out - This enables the child to regain self-control and keeps the child in visual contact with the caregiver. The child's development stage and the usefulness of the time out for a particular incident will be considered.

If we are unable to correct a child's behavior and it staff determines that it is becoming a risk to them and the kids, we will call the parent. The parent may be asked to talk to the child on the phone or to come to the center and discuss an appropriate way to correct the child's behavior.

Physical punishment is not acceptable at Nanda Day Care. After three meetings with a parent, we reserve the right to not keep a child effective immediately.

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

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 than the applicant's funds.

100,000 Cash in Hand & if Need More
Capital can apply for SBA

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)

\$50,000 in bank

\$60,000 Partner

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

S

Commerce Bank

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.

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

I (We) Mohamed Cbaidy

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

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

Mohamed Cbaidy

Name

Director

Title

19503 Worsham Ct

Address

Gaithersburg MD 20886

City, State and Zip

Mohamed Cbaidy

Signature

9-5-08

Date

Name

Title

Address

City, State and Zip

Signature

Date

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

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

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

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

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

- 3) The provider will serve children with handicapping conditions. Waiver will be considered on a case by case basis for sites which meet the following criteria:
 - child or children must be designated as child with handicapping conditions by physician or authorized agency.
 - an approved plan for special need care must be on file with Child Care Administration
 - provider must document that enrollment of the child(ren) causes substantial additional cost to the program (additional staff, space modification, specialized equipment) and that this cost has ongoing impact to financial viability of program.
- 4) Annual certification with documentation shall be required. Waivers will be forfeited by programs which provide incomplete or inaccurate information. If determined by DFS and DFR that waivers were not legitimate for a lease year, the capital cost fee for that year may be applied to the following lease year.
- 5) Centers may apply for consideration of waiver if #1 and #4 partially apply. DFS may waive all or a portion of capital cost fee if cost to program is equal to or greater than capital cost fee.

APPLICATION FOR WAIVER OF CAPITAL COST RECOVERY FEE

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

- 1. 30% Voucher Service
- 2. Infant Care
- 3. Special Needs Care

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

Start date

End date

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

3

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

Name _____

Name _____

Title _____

Title _____

Address _____

Address _____

City, State and Zip _____

City, State and Zip _____

Signature _____

Signature _____

Date _____

Date _____

Child Care Equipment Inventory

Facility Address: 14910 Broschart Drive

Rockville, Maryland 20850

Provider Name: Mohamad Obaidy, t/a Nanda Child Care Center



Check box to indicate who provided the item



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.