

From: [Kathy Agans](#)
To: [Board Member's Email](#)
Cc: [Kathleen V. Hanks](#); [Anissa Brown Dennis](#); [David K. Lerner](#); [Jahantab Siddiqui](#); [James R. LeMon](#); [Jason J. McCoy](#); [Jennifer R. Peduzzi](#); [Karalee Turner-Little](#); [Kevin Gilbert](#); [Marcy Leonard](#); [Mark Blom](#); [Michael Martirano](#); [Monifa McKnight](#); [Patrick J. Saunderson](#); [Rafiu Ighile](#); [Ron K. Morris](#); [Theo Cramer](#); [Thomas McNeal](#); [William J. Barnes](#)
Subject: Capacity Calculation
Date: Thursday, May 30, 2019 4:22:16 PM
Attachments: [image001.png](#)
[Board Memo - Capacity Calculation.pdf](#)

Good afternoon,

The attached memorandum is submitted on behalf of Dr. Michael J. Martirano.

Thank you.

Kind regards,

Kathy

Kathy Agans
Executive Assistant
Howard County Public School System
10910 Clarksville Pike
Ellicott City, MD 21042
410.313.6677
Kathy_agans@hcpss.org





May 30, 2019

MEMORANDUM

To: Members of the Board of Education

From: Michael J. Martirano, Ed.D.
Superintendent

Subject: Capacity Calculation

The purpose of this memorandum is to provide you with information on how school capacity is calculated. Program capacity is defined in Policy 6010, and is “... *number of students that can be reasonably accommodated in a school, based on the permanent school facility (relocatables are excluded) and the educational program offered. Program capacity is calculated based at the below rates:*

1. *Elementary schools: the product of the Board-approved student-to-teacher ratio and the number of teaching stations identified in the capital budget.*
2. *Middle schools: 95% of the product of the Board-approved student-to-teacher ratio and the number of teaching stations identified in the capital budget.*
3. *High schools: 80% or 85% of the product of the Board-approved student-to-teacher ratio and the number of teaching stations in the capital budget.”*

Educational program requirements and staffing methodologies at the time of approvals for each capacity, were used when deriving the current formula listed below.

LOCAL
ES = (# K x 22) + (# Gr1-2 x 19) + (# Gr3-5 x 25)
MS = # classroom x 20.5 x 95%
HS = # classroom x 25 x 85% (or 80%, depending on core space)

Capacities were studied in 2008 (high school), 2013 (middle schools) and 2014 (elementary schools). Board reports and actions can be found on BoardDocs at:

- ES: <http://go.boarddocs.com/mabe/hcpssmd/Board.nsf/goto?open&id=9PRNAU5D8125>
- MS: <http://go.boarddocs.com/mabe/hcpssmd/Board.nsf/goto?open&id=9BPH96475C0A>
- HS: <http://go.boarddocs.com/mabe/hcpssmd/Board.nsf/goto?open&id=82C7AW102177>

A comprehensive study of the educational program area, which is a measure based on meeting the general education specifications for space requirements, occurred between 2007 and 2009. These assessments were facilitated by a board approved vendor, Gilbert Architects, and are commonly known as the “Gilbert Study.” The Board reports and actions are as listed:

- ES: August 13, 2009:
<http://go.boarddocs.com/mabe/hcpssmd/Board.nsf/goto?open&id=82C6GW1005F9>
- MS: August 14, 2008:
<http://go.boarddocs.com/mabe/hcpssmd/Board.nsf/goto?open&id=82C8S41055AE>
- HS: April 10, 2008 Report:
<http://go.boarddocs.com/mabe/hcpssmd/Board.nsf/goto?open&id=82C9JD106E90>

Capacity is based on K-12 rooms that meet a minimum size requirement. The formula used is a count of actual teaching stations, with certain spaces removed. Below is a description of what does not “count” as a teaching station when calculating a building’s program capacity.

1. All schools: school administration areas, teacher planning rooms, cafeterias/kitchens, extended learning areas, common areas, activity rooms, utility areas, media centers, relocatables, regional program rooms (examples include Junior Reserve Officers Training Corps Academic Life Skills, Emotional Disabilities, Primary Learner, Special Education), Public School Employees' Child Development Program rooms, auditoriums/stages , English for Speakers of Other Languages rooms, rooms for occupational, physical, or speech therapy
2. Elementary schools: those listed in section (1) above, prekindergarten rooms and related arts;
3. Middle schools: those listed in section (1) above;
4. High schools: those listed in section (1) above, weight rooms, computer rooms (2), and teen parent rooms.

Should the Board desire to reexamine capacity and how it is calculated, it is the recommendation of the offices of School Construction and Planning that the comprehensive review of all guiding documents, including educational specifications, and revised facility assessments must occur. Some of these documents are ten years or older. Education program deliveries have and continue to change and buildings have been renovated. Further, we recommend that a consultant facilitate and conduct the review of the educational specifications, facility assessments and capacity, given the depth and breadth of work involved, limited staffing and the ability to offer an outside view of current practices. Based on previous processes, a comprehensive review can take up to four years, including Board action on any new educational specifications, facility assessments and capacity review.

If you have any questions, please contact Scott W. Washington, Director, Capital Planning and Construction.

Copy to: Executive Staff
 Board of Education Office

From: [Scott Washington](#)
To: [Chao Wu](#)
Cc: [BoE Email](#); [Kathleen V. Hanks](#); [Michael Martirano](#); [Karalee Turner-Little](#); [Anissa Brown Dennis](#); [William J. Barnes](#); [Caroline Walker](#); [Renee Kamen](#)
Subject: RE: Market rental rate for all daycare centers
Date: Wednesday, April 24, 2019 9:27:58 AM
Attachments: [Copy of Comparable Tuition Rates RMK JB.xlsx](#)

Good Morning,

Please see the attached chart in regards to the market rental rates for other daycare centers as you requested.

I hope that this information is helpful.

Scott W. Washington | Director
Capital Planning and Construction
Howard County Public School System
410.313.6807 [p] 443.388.6009 [c]
School Planning – Capital Budget – School Construction

From: Chao Wu
Sent: Thursday, April 11, 2019 7:59 PM
To: Scott Washington
Cc: Renee Kamen
Subject: RE: Market rental rate for all daycare centers

Thank you.

Chao

From: Scott Washington <Scott_Washington@hcpss.org>
Sent: Thursday, April 11, 2019 2:35 PM
To: Chao Wu <Chao_Wu@hcpss.org>
Cc: Renee Kamen <Renee_Kamen@hcpss.org>
Subject: Re: Market rental rate for all daycare centers

Me. Wu,

My team was beginning to look into this. Because of the extent of scope we are looking to limit to just similar programs in jurisdictions that touch Howard County. We have begun to reach out.

Sent from my iPhone

On Apr 11, 2019, at 2:22 PM, Chao Wu <Chao_Wu@hcpss.org> wrote:

Scott,

Is your team able to get some data on this?

Thanks.

Chao

Dr. Chao Wu
Board Member
Howard County Board of Education
Email: chao_wu@hcpss.org

From: Scott Washington
Sent: Friday, March 29, 2019 3:34:01 PM
To: Chao Wu
Cc: Karalee Turner-Little; Michael Martirano; BoE Email; Kathleen V. Hanks; Anissa Brown Dennis; William J. Barnes; Renee Kamen; Caroline Walker
Subject: RE: Market rental rate for all daycare centers

Good Afternoon,

Thank you for your question. We will look into this information and respond early next week.

Scott W. Washington | Director
Capital Planning and Construction
Howard County Public School System
410.313.6807 [p] 443.388.6009 [c]
School Planning – Capital Budget – School Construction

-----Original Message-----

From: Chao Wu
Sent: Friday, March 29, 2019 2:39 PM
To: Scott Washington
Cc: Karalee Turner-Little; Michael Martirano; BoE Email; Kathleen V. Hanks
Subject: Market rental rate for all daycare centers

Scott,

Can we have a table on the following:

- 1): market rental rate for each daycare center we have?
- 2): tuition table for each daycare center.

Thanks.

Chao

Dr. Chao Wu

Board Member
Howard County Board of Education
Email: chao_wu@hcpss.org
Phone: 443-355-9990
Web: www.hcpss.org

Tuition Rates by School

Notes: Does not include the following fees: additional registration, or equipment. This list does not contain any discounts if multiple children of same family attend. If cell is blank, this option is not available to the client

Program Name	# of Days	Age Group						
		Infant	Toddlers (12 mo - 24 mo)	2-year old	3-year old	4-year old	5-year old	
PSECDP <i>(PER WEEK)</i>	FT	\$360.75	see notes	\$276.14	\$256.74	\$256.74	\$256.74	Program is not in session while school is out infant and toddler program is together (6 weeks to 24 mo)
	3 days		see notes	\$193.03	\$175.82	\$175.82	\$175.82	
	2 days		see notes	\$148.49	\$129.77	\$129.77	\$129.77	
Hilltop Childcare <i>(PER WEEK)</i>	FT				\$270.00	\$270.00	\$270.00	http://www.hilltopchildcarecenter.com/tuition-and-fees/ toilet trained only, year round daycare has both a school year program and summer camp program has a 1/2-day option for 5-day/wk @ \$220
	3 days				\$220.00	\$220.00	\$220.00	
	2 days				\$165.00	\$165.00	\$165.00	
Good Beginnings ChildCare Center <i>(PER WEEK)</i>	FT			\$330.00	\$330.00	\$300.00	\$300.00	http://gbeginnings.com/home program begins at 20 months
	3 days							
	2 days							
Kinder Care (Gateway Drive, Columbia) <i>(PER WEEK)</i>	FT	\$470.00	\$470.00	\$395.00	\$365.00	\$365.00	\$365.00	https://www.kindercare.com/our-centers/columbia/md/073274 2s are 2 yrs old and young 3s 3s are 3 yrs old and young 4s 4s are 4 yrs old and young 5s
	3 days			\$300.00	\$275.00	\$275.00	\$275.00	
	2 days			\$240.00	\$220.00	\$220.00	\$220.00	
La Petite Academy (Ellicott City) <i>(PER WEEK)</i>	FT	\$468.00	\$468.00	\$468.00	\$268.00	\$313.00	\$313.00	https://www.lapetite.com/your-local-school/ellicott-city-md-7057/?utm_source=google&utm_medium=local&utm_campaign Infant, 18mo-2yr, 2yr old, 2-3 potty trained, 3-4PS, 4-5PK Tuition rates can vary
	3 days	\$399.00	\$399.00	\$399.00	\$399.00	\$266.00	\$266.00	
	2 days	\$317.00	\$317.00	\$317.00	\$317.00	\$213.00	\$213.00	
Kiddie Academy (Elkridge) <i>(PER WEEK)</i>	FT	\$445.00	\$445.00	\$340.00	\$325.00	\$325.00	\$185.00	https://kiddieacademy.com/academies/elkridge/
	3 days			\$295.00	\$255.00	\$255.00	\$155.00	
	2 days			\$260.00	\$215.00	\$215.00	\$135.00	
Celebree (Ellicott City) <i>(PER WEEK)</i>	FT	\$435.50	\$435.50	\$355.00	\$334.50	\$334.50	\$195.50	http://www.celebree.com/ellicott-city-md/ infant/toddler care is FT only.
	3 days			\$301.50	\$285.50	\$285.50	\$178.50	
	2 days			\$201.50	\$196.50	\$196.50	\$122.50	
Howard County Early Learning Centers <i>(PER MONTH)</i>								https://www.howardcountymd.gov/ELC BPES: 3-YO program 9:30 am - 1:30 pm; 4-YO program 9:30 am - 3:00 pm
	Bushy Park ES	FT 3 days				\$269.00	\$554.00	

Triadelphia Ridge ES	2 days						TRES: 3-YO program 9:00 am - 11:30 pm; 4-YO program noon - 3:00 pm
	FT						
	4 days					\$353.00	
	3 days				\$254.00		
Roger Carter Community Center	2 days						includes extended care 8:30 am - 4:30 pm \$693/mo if registered for 9:30 am - 3:00 pm
	FT					\$839.00	
	3 days				\$839.00	\$839.00	
	2 days						

Little Builders Learning Center (PER MONTH)		Infant	Toddlers (12 mo - 24 mo)					
			2-year old	3-year old	4-year old	5-year old		
FT	\$1,725.00	\$1,725.00	\$1,320.00	\$1,170.00	\$1,170.00	\$1,170.00	https://www.littlebuilderslearningcenter.com/programs	
3 days			\$1,065.00	\$960.00	\$960.00	\$960.00	separate infant and toddlers	
2 days			\$780.00	\$700.00	\$700.00	\$700.00		

Goddard School (Columbia Location) (PER MONTH)		Infant	Toddlers (12 mo - 24 mo)					
			2-year old	3-year old	4-year old	5-year old		
FT	\$1,958.00	\$1,625.00	\$1,550.00	\$1,550.00	\$1,550.00	\$1,550.00	Rates updated every September	
3 days	\$1,410.00	\$1,170.00	\$1,117.00	\$1,117.00	\$1,117.00	\$1,117.00	Registration fee not included	
2 days	\$1,019.00	\$845.00	\$806.00	\$806.00	\$806.00	\$806.00	https://www.goddardschool.com/baltimore/columbia-old-columbia-road-md	

Longfellow Nursery School (PER MONTH)		Infant	Toddlers (12 mo - 24 mo)					
			COOP 2-year old	COOP 3-year old	COOP 4-year old	5-year old		
FT					\$270.00		https://www.inscolumbia.org/tuition/	
3 days				\$180.00			classes are part of the day, no full day offered	
2 days			\$155.00				considered a "coop" see link: https://www.inscolumbia.org/parent-co-op-experience/ parents serve as a teaching assistant	

Oakland Mills Nursery School (PER MONTH)		Infant	Toddlers (12 mo - 24 mo)					
			2-year old	COOP 3-year old	COOP 4-year old	5-year old		
FT					\$240.00		https://www.omns.org/tuition-and-fees	
3 days				\$185.00			https://www.omns.org/co-op-experience	
2 days							3-YO meet MWF, from 8:50 am -11:50 am; 4-YO M-Th 12:10 pm - 2:50 pm	

Mt. Airy Christian Academy (PER YEAR)		Infant	Toddlers (12 mo - 24 mo)					
			2-year old	3-year old	4-year old	5-year old		
FT					\$4,000.00		http://www.macamd.org/wp-content/uploads/2018/12/Fees-for-2019-2020-1.pdf	
3 days					\$2,350.00			
2 days				\$1,900.00				

[=localmaps&utm_content=705;](#)

From: [Chao Wu](#)
To: [chaowu2016](#) [REDACTED]
Subject: Fwd: [External] Thanks from the PSECDP
Date: Friday, March 29, 2019 10:29:06 AM

Dr. Chao Wu
Board Member
Howard County Board of Education
Email: chao_wu@hcpss.org
Phone: 443-355-9990
Web: www.hcpss.org

Begin forwarded message:

From: Aaron Tobiason <president@psecdp.org>
Date: March 28, 2019 at 9:26:36 PM EDT
To: boe@hcpss.org
Cc: 2018-2019 Board of Directors <board@psecdp.org>, "Morris, Colleen [MD]" <cmorris@mseanea.org>
Subject: [External] Thanks from the PSECDP

Dear Members of the Board of Education,

Thank you for your decision this evening regarding the renovations to Hammond High School and the relocation of our centers. We appreciate the supportive statements made, as well as those expressing concerns over affordability and access. We share those concerns and welcome the opportunity to work with you to address them and establish a more active relationship between HCPSS and our program.

Thanks as well to all the HCPSS staff who we had the the pleasure of working with throughout the planning process. We have been uniformly impressed with their professionalism and responsiveness.

Please let us know if you have any additional questions. We would also welcome the opportunity to work with appropriate HCPSS staff to develop mechanisms for engaging more directly with the Board of Education as we work to find ways to better serve HCPSS employees and their families.

Aaron

Aaron Tobiason
President, Board of Directors | [REDACTED] Parent
Public School Employees' Child Development Program
[REDACTED] cell



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From: [Kathleen V. Hanks](#)
To: [Student Board Member](#)
Subject: FW: [External] Thanks from the PSECDP
Date: Friday, March 29, 2019 10:20:12 AM

From: Aaron Tobiason <president@psecdp.org>
Sent: Thursday, March 28, 2019 9:27 PM
To: BoE Email <boe@hcpss.org>
Cc: 2018-2019 Board of Directors <board@psecdp.org>; Morris, Colleen [MD] <cmorris@mseanea.org>
Subject: [External] Thanks from the PSECDP

Dear Members of the Board of Education,

Thank you for your decision this evening regarding the renovations to Hammond High School and the relocation of our centers. We appreciate the supportive statements made, as well as those expressing concerns over affordability and access. We share those concerns and welcome the opportunity to work with you to address them and establish a more active relationship between HCPSS and our program.

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Aaron

Aaron Tobiason
President, Board of Directors | [REDACTED] Parent
Public School Employees' Child Development Program
[REDACTED] cell



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From: [Morris, Colleen \[MD\]](#)
To: [Christina Delmont-Small](#)
Subject: [External] Fw: Urgent Help Needed - Possible Shutting Down of Daycare for Staff Children
Date: Thursday, March 28, 2019 12:21:26 PM
Attachments: [Outlook-wrnlzxe.png](#)
[Outlook-gpabyiec.png](#)

Here is the thread....scroll down to find the information about money

From: Philandra Blackwell <philandra.blackwell@psecdp.org>
Sent: Thursday, March 21, 2019 1:54 PM
To: Aaron Tobiason
Cc: Amy Syversen; Doug Lea; Teresa L. Dennison; Eric Arthur Syversen; Morris, Colleen [MD]
Subject: Re: Urgent Help Needed - Possible Shutting Down of Daycare for Staff Children

Hi Colleen,

Please see our current school enrollment information below:

Atholton Preschool - We have 15 children enrolled with a maximum capacity of 16.
Cedar Lane Infants- We have 12 children enrolled with a maximum capacity of 12.
Cedar Lane Preschool- We have 20 children enrolled with a maximum capacity of 20.
Long Reach Preschool-We have 11 children enrolled with a maximum capacity of 16.
Marriotts Ridge Preschool- We have 12 children enrolled with a maximum capacity of 15. * New child enrolled recently
Oakland Mills Preschool- We have 16 children (2 part-time) enrolled with a maximum capacity of 15.
River Hill Preschool- We have 14 children enrolled with a maximum capacity of 18.

Enrollment Totals: 100/112 children

HCPSS student involvement information provided below:

The High School Students participating in the Teacher Academy Program varies from site to site. Perhaps, there would be a better way to find out how many students are enrolled in the class by contacting the school administration. From my observation, there are about 15-20 students who visit the classroom to read books to the children and prepare lesson plans and activities.

Also, HCPSS Cedar Lane School students and our students participate in music, art, and P.E. inclusion activities three times a week. Media inclusion activities are twice a week in a smaller group setting to help better facilitate the learning outcomes for the HCPSS cedar lane students.

Please let me know if you have any other questions.

Best,
Philandra Blackwell, M.S.
Public School Employees' Child Development Program

T: (410) 888-9040 | PO Box 538 Fulton, MD 20759 |

Email: Philandra.blackwell@psecdp.org



On Thu, Mar 21, 2019 at 12:34 PM Aaron Tobiason <president@psecdp.org> wrote:

Philandra,

Can you get Colleen this information on enrollments? And I know we probably don't track this data, but any insights on participation by HCPSS students would be appreciated, as well.

Aaron

Aaron Tobiason

President, Board of Directors | [REDACTED] Parent
Public School Employees' Child Development Program
[REDACTED] cell



www.psecdp.org

On Thu, Mar 21, 2019 at 12:16 PM Morris, Colleen [MD] <cmorris@mseanea.org> wrote:

Thank you for this information Aaron,

Can you let me know each school location, the capacity/enrollment at each site as well as how many HS students are involved at each site?

Sincerely,

Colleen

From: Aaron Tobiason <president@psecdp.org>

Sent: Thursday, March 21, 2019 7:46:40 AM

To: Morris, Colleen [MD]

Cc: Amy Syversen; Doug Lea; Teresa L. Dennison; Eric Arthur Syversen

Subject: Re: Urgent Help Needed - Possible Shutting Down of Daycare for Staff Children

Colleen,

First of all, thanks for the quick and detailed response. It's most appreciated.

To introduce myself, I'm currently in my second and final year as president of the PSECDP Board of Directors. [REDACTED]

[REDACTED]

As to your questions, we obviously can't speak to the first. We recognize space is a pressing concern, and one that's only likely to increase over time. I will say that while we were dismayed when told we would need to move two of our most popular centers from Cedar Lane School, we appreciated the economics behind the desire to use that space in service to the school's primary function. I would also add that all of our centers have been opened at the request of HCPSS, and we are happy to explore moving or replacing locations in response to capacity issues.

I also can't speak directly to your second question, though I will ask our program director if she has any insights. I would add that we value the interactions our children have with the high school students who participate with these programs (it's always the highlight of her day when our youngest, Ivy, gets to interact with her "high school friends"). To the degree we can adjust any of our operations or approach to facilitate a more robust opportunity for students in the teacher academy programs, we're happy to work with HCPSS to do so.

As to your third question, I'm assuming by "profit" you mean bring in revenue, as we're a 501(c)(3). We were incorporated in 1990 by the HCPSS Board of Ed following a survey administered by the superintendent that asked HCPSS employees how working conditions could be improved. We are overseen by a board of directors elected by/from the program's current parents; by the terms of our articles of incorporation, directors cannot be compensated for our service. The day-to-day operations of the program are overseen by two 12-month, salaried administrative staff (a director and assistant director), and we employ approximately 27 teachers who are paid an hourly wage that is several dollars an hour higher than market rate, in part to account for the fact that we do not employ them over the summers. We depend entirely on tuition revenue, which can fluctuate (sometimes significantly) from year-to-year. Given this, we maintain a fund balance of approximately half our annual operating budget to allow us to weather those periods. Our current enrollment is 99 students (capacity of 112). 92 of those children are the children of HCPSS employees. We're happy to provide additional information on our finances if that would be useful.

Thanks again for engaging with us on this, and please let us know if you have any additional questions we might be able to answer.

Aaron

Aaron Tobiason

President, Board of Directors | ██████████ Parent
Public School Employees' Child Development Program

cell



www.psecdp.org

On Wed, Mar 20, 2019 at 7:07 PM Morris, Colleen [MD] <cmorris@mseanea.org> wrote:

Hi Amy,

I have actually been talking to Christina Delmont Small about this issue. I know a little [REDACTED].

Christina is not against an employee benefit but is questioning three things:

1. A big problem (in some schools) is crowded space. Do schools need that space? Or, space that is right now being used by Park & Rec?
2. There have been questions if the program is actually servicing a curriculum. From what I have been told, curricular offices are not giving that as a reason to continue. I am not sure if that is because it is not a curriculum issue at all schools or if they are saying the impact is minimal. We are waiting for data on that issue.
3. Lastly, are private companies (outside HCPSS organizations) making money while using HCPSS space. For instance, the weekly charge for a child under 2 seems to be \$360 a week. Although this is some discount, she is questioning if the revenues bring in a profit at the expense of school space.

Please know that we are following this- although I was unaware of the impact date being next year. I will be at the 4:00 meeting- unsure about the 7:30 but, if I am not there in person, I am watching and texting the board members during the meeting. Our rep council has not taken an action of support for this action and since I do not have all of the data, I don't feel that I can speak on the topic. However, anything that has negative impact on our members warrants a response. I am looking forward to getting the data the board requested in order to respond. To be clear, we are interested in the number of employees that have their children enrolled, students enrolled in the curricular classes, and impact date.

I hope this information is helpful. If you have any data you would like to share, we would love to read it.

Sincerely,
Colleen

From: Amy Syversen <Amy_Syversen@hcpss.org>

Sent: Wednesday, March 20, 2019 4:04:22 PM

[REDACTED]

From: [Chao Wu](#)
To: [Kirsten Coombs](#); [Karalee Turner-Little](#); [BoE Email](#)
Cc: [Michael Martirano](#)
Subject: RE: Tuition
Date: Thursday, March 14, 2019 7:24:29 PM

I feel the school either charges a market rate or do not support the daycare at the school facility. I agree it provides convenience to our staff, but financially the tuition is as expensive as other daycares.

My son's

From: Kirsten Coombs <Kirsten_Coombs@hcpss.org>
Sent: Thursday, March 14, 2019 6:34 PM
To: Karalee Turner-Little <Karalee_TurnerLittle@hcpss.org>; BoE Email <boe@hcpss.org>
Cc: Michael Martirano <Michael_Martirano@hcpss.org>
Subject: RE: Tuition

That is definitely a significant employee benefit. I paid [REDACTED] and it's much higher now for infants.

From: Karalee Turner-Little
Sent: Thursday, March 14, 2019 6:27 PM
To: BoE Email <boe@hcpss.org>
Cc: Michael Martirano <Michael_Martirano@hcpss.org>
Subject: Re: Tuition

Board members,

Below is the information that Renee Kamen referred to during the discussion of childcare rates at tonight's Board meeting.

K

From: Renee Kamen <Renee_Kamen@hcpss.org>
Sent: Thursday, March 14, 2019 5:46 PM
To: Anissa Brown Dennis <Anissa_BrownDennis@hcpss.org>; Karalee Turner-Little <Karalee_TurnerLittle@hcpss.org>
Subject: Fwd: [External] Re: Tuition

Here you go!

Renee M. Kamen, AICP, Manger
Office of School Planning
Howard County Public School System
(410) 313-7184

Begin forwarded message:

From: Philandra Blackwell <philandra.blackwell@psecdp.org>

Date: March 14, 2019 at 5:27:54 PM EDT
To: Renee Kamen <Renee_Kamen@hcpss.org>
Subject: [External] Re: Tuition

Hi Renee,

Please find our tuition rates below. Our Parent Board is planning to increase infants by 1% and all other age-groups by 2%.

	Infant Center weekly rate	Total Annual Tuition	Deposit	21 Equal Payments	9 Monthly Payments
Full-time	\$360.75	\$15,872.94	\$721.50	\$721.50	\$1,683.49
	2 year old (weekly rate)	Total Annual Tuition	Deposit	21 Equal Payments	9 Monthly Payments
Full-time *	\$276.14	\$12,149.98	\$552.27	\$552.27	\$1,288.63
3 days *	\$193.03	\$8,492.94	\$386.06	\$386.06	\$900.77
2 days *	\$148.49	\$6,533.40	\$296.98	\$296.98	\$692.94
*The two-year-old rate is charged until the child reaches his/her third birthday.					
	3-5 year old (weekly rate)	Total Annual Tuition	Deposit	21 Equal Payments	9 Monthly Payments
Full-time	\$256.74	\$11,296.43	\$513.48	\$513.48	\$1,198.10
3 days	\$175.82	\$7,735.74	\$351.64	\$351.64	\$820.46
2 days	\$129.77	\$5,709.54	\$259.54	\$259.54	\$605.56

Best,

Philandra Blackwell, M.S.

Public School Employees' Child Development Program

T: (410) 888-9040 | PO Box 538 Fulton, MD 20759 |

Email: Philandra.blackwell@psecdp.org



On Thu, Mar 14, 2019 at 4:20 PM Renee Kamen <Renee_Kamen@hcpss.org> wrote:

Hi Philandra,
 I'm really sorry to keep contacting you. We are at the Board meeting and the Superintendent is requesting the tuition rates, as this will be a question from a Board member as we discuss HS 13.

If you would be so kind; I've yet to receive the information.

Thank you very much.

Renee M. Kamen, AICP, Manger
Office of School Planning
Howard County Public School System
(410) 313-7184

> On Mar 14, 2019, at 3:24 PM, Renee Kamen <Renee_Kamen@hcpss.org>
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>

> Renee M. Kamen, AICP, Manger

> Office of School Planning

> Howard County Public School System

> (410) 313-7184

From: [Karalee Turner-Little](mailto:Karalee_Turner-Little@hcpss.org)
To: [Christina Delmont-Small](mailto:Christina_Delmont-Small@hcpss.org)
Subject: Fwd: [External] Re: Tuition
Date: Thursday, March 14, 2019 5:47:52 PM

Sent from my iPhone

Begin forwarded message:

From: Renee Kamen <Renee_Kamen@hcpss.org>
Date: March 14, 2019 at 5:45:54 PM EDT
To: Anissa Brown Dennis <Anissa_BrownDennis@hcpss.org>, Karalee Turner-Little <Karalee_TurnerLittle@hcpss.org>
Subject: Fwd: [External] Re: Tuition

Here you go!

Renee M. Kamen, AICP, Manger
 Office of School Planning
 Howard County Public School System
 (410) 313-7184

Begin forwarded message:

From: Philandra Blackwell <philandra.blackwell@psecdp.org>
Date: March 14, 2019 at 5:27:54 PM EDT
To: Renee Kamen <Renee_Kamen@hcpss.org>
Subject: [External] Re: Tuition

Hi Renee,

Please find our tuition rates below. Our Parent Board is planning to increase infants by 1% and all other age-groups by 2%.

	Infant Center weekly rate	Total Annual Tuition	Deposit	21Equal Payments	9 Monthly Payments
Full-time	\$360.75	\$15,872.94	\$721.50	\$721.50	\$1,683.49
	2 year old (weekly rate)	Total Annual Tuition	Deposit	21 Equal Payments	9 Monthly Payments
Full-time *	\$276.14	\$12,149.98	\$552.27	\$552.27	\$1,288.63
3 days *	\$193.03	\$8,492.94	\$386.06	\$386.06	\$900.77
2 days *	\$148.49	\$6,533.40	\$296.98	\$296.98	\$692.94
*The two-year-old rate is charged until the child reaches his/her third birthday.					
	3-5 year old (weekly rate)	Total Annual Tuition	Deposit	21 Equal Payments	9 Monthly Payments
Full-time	\$256.74	\$11,296.43	\$513.48	\$513.48	\$1,198.10
3 days	\$175.82	\$7,735.74	\$351.64	\$351.64	\$820.46
2 days	\$129.77	\$5,709.54	\$259.54	\$259.54	\$605.56

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Philandra Blackwell, M.S.

Public School Employees' Child Development Program

T: (410) 888-9040 | PO Box 538 Fulton, MD 20759 |

Email: Philandra.blackwell@psecdp.org



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> Renee M. Kamen, AICP, Manger

> Office of School Planning

> Howard County Public School System

> (410) 313-7184

From: [Karalee Turner-Little](#)
To: [BoE Email](#)
Cc: [Michael Martirano](#); [Kathleen V. Hanks](#); [Kathy Agans](#); [Carrie A. Slaysman](#); [Chiefs](#)
Subject: FW: CDC Information to the BoE
Date: Thursday, March 14, 2019 9:54:44 AM
Attachments: [2019.02.12 PSEDCDC Board Cover and Attachment 1.pdf](#)
[04 10 2014 Lease Agreement for Public School Employees Child Development Center BR.pdf](#)
[PSEDCP Program Overview - Aaron Tobiason.pdf](#)
[Email from Philandra Blackwell RE: PSEDCP Enrollment.pdf](#)

Good morning,

At the last board meeting, the BoE directed the Superintendent to pull together information related to the CDC (Employee Daycare) agreements for our district. Attached are a number of documents that have been sent to the BoE to help clarify the situation.

Context

- The HCPSS needs to reclaim two classroom spaces at the Cedar Lane School. To achieve this, it is proposed that the Child Develop Center will be removed over the next 4 years. Next year, one classroom of infants will be served at the CDC – Reservoir HS. In 2023, the infants at CDC-RHS and the second classroom at Cedar Lane School are scheduled to move to Hammond HS.
- The Hammond HS renovation was designed with the proposed CDC transition in mind. Two classroom spaces are included to house the CDC beginning in 2023.
- If the Board decides that the CDC will not be moved to HaHS, then that portion of the renovation design would be revised to 1) eliminate those two classrooms or 2) revisit programmatic options to determine whether or not the two classrooms could accommodate expanded curricular programs. For example, if HaHS decided that it would like to expand its culinary program by offering more courses and recruiting more students, then it is possible that the classrooms could be designed to accommodate that request. IT is unclear, for the latter, whether or not other portions of the existing renovation design could be compromised.
- The HaHS “Little Bears” has served Child Development and TAM CTE Programs for 30 years. This program is due to be evaluated by the MSDE to ensure that the program meets state expectations for child care. The evaluation may occur prior to the end of this school year. “Little Bears” is scheduled to remain at HaHS for one more year and then be eliminated once construction begins. There are a number of concerns related to housing the program at Hammond during the construction phase of the renovation.
- It is important to note that neither the CDC, nor the Little Bear, fulfills a CTE curriculum requirement. In fact, we have 5 high schools that run CTE programs without onsite child care centers. Hosting child care centers onsite does provide CTE students with access to children for observational purposes. This is considered to be a curriculum enhancement.

Decision Points

- Does the Board support the recommendation to move the CDC program from Cedar Lane to Hammond HS by 2023? (need decision by 3/28)
- Does the Board support CDC at the other locations as the lease is stated now? Or will they dissolve, insist that more money is charged for the lease?a
- Does the Board want to insist that Little Bears have the proper license for next school year?

Let me know if there is anything else you need.

K



BOARD OF EDUCATION OF HOWARD COUNTY
MEETING AGENDA ITEM

Amended Agreement and Lease for the Public School Employees'
TITLE: Child Development Program of Howard County **DATE:** February 12, 2019

PRESENTER(S): Renée M. Kamen, Manager, School Planning

Strategic Call To Action Alignment: This process supports the Strategic Call to Action (SCTA) through collaboration with families and the greater community preparing all students to enter kindergarten ready to learn.

OVERVIEW: Since 1989, the Howard County Public School System has maintained an Agreement and Lease with the Public School Employees' Child Development Center (PSECDC) of Howard County, Inc. By 2014, the PSECDC program reached maximum enrollment, and space at Atholton HS was allocated to address needs of the employees and those of the Atholton HS Teacher Academy. The Board approved this lease on April 10, 2014.

The purpose of the amended Agreement and Lease (attached) is to modify the program locations due to HCPSS enrollment growth. Cedar Lane needs to reclaim space for classroom use. The attached amendment adds a location at Reservoir High School and allows for reclamation of classroom space at Cedar Lane School in SY 2019-20. A portion of the PSECDC program will remain at Cedar Lane School until SY 2023-24, at which time both programs (one each from Reservoir HS and Cedar Lane School) will be included within the newly renovated Hammond HS.

Attachment: Agreement and Lease Amendment No. 1

RECOMMENDATION/FUTURE DIRECTION:

Approve the attached Agreement and Lease Amendment No. 1.

SUBMITTED BY: _____ **APPROVAL/CONCURRENCE:** _____
 Renée M. Kamen, Michael J. Martirano, Ed.D.
 Manager School Planning Superintendent

 Karalee Turner-Little
 Deputy Superintendent

 Anissa Brown Dennis
 Chief Operating Officer

 Mark Blom
 General Counsel

 Scott W. Washington
 Director Capital Planning and
 Construction

AGREEMENT AND LEASE
Amendment No. 1

The Agreement and Lease dated April 10, 2014, by and between the Public School Employees' Child Development Center of Howard County, Inc., a nonprofit corporation ("the Tenant") and the Board of Education of Howard County ("the Board"), a body corporate and politic acting on behalf of the Howard County Public School System, (the "Landlord"), is hereby amended on this ____ day of _____, 2019 as follows:

Recitals

WHEREAS, the Board has entered into an Agreement and Lease with the nonprofit corporation entitled "The Public School Employees' Child Development Program of Howard County" on the 10th day of April 2014;

WHEREAS, the Landlord desires to modify the leased locations to Tenant, due to continued enrollment growth, and Tenant desires to continue to lease from Landlord a portion of the premises;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. Paragraph 6 of the Agreement and Lease is deleted and replaced with the following:

6. Lease of Premises. During the term of the Agreement, the Board hereby leases to the Program space at the following sites:

Atholton High School 6520 Freetown Road, Columbia, MD 21044
Cedar Lane 11630 Scaggsville Road, Fulton, MD 20759
Long Reach High School 6101 Old Dobbin Lane, Columbia, MD 21045
Marriotts Ridge High School 12100 Woodford Road, Marriottsville, MD 21104
Oakland Mills High School 9410 Kilimanjaro Road, Columbia, MD 21045
Reservoir High School 11550 Scaggsville Rd, Fulton, MD 20759
River Hill High School 12101 Clarksville Pike, Clarksville, MD 21029

The Board also leases office space to the Tenant in a location determined by the Board. The Program has access to its office space Monday through Friday, year-round. The individual school sites and the office space are referred to as the "Leased Premises."

The Tenant, its agents, employees, and invitees, shall comply with the Board's reasonable regulations for access to the Lease Premises during regular business days, Monday through Friday.

II. All other terms of the existing Agreement and Lease will remain in effect.

III. This Amendment Number 1 shall take effect August 1, 2019.

[SIGNATURES NEXT PAGE]

ACCEPTED AND APPROVED on this ____ day of _____, 2018.

ATTEST:

Board of Education of Howard County

Michael J. Martirano, Ed.D
Superintendent
Howard County Public School System

By: _____
Mavis Ellis
Chair
Board of Education

Date: _____

ATTEST:

**The Public School Employees' Child Development
Program of Howard County**

Philandra Blackwell, M.S.
Program Director
Public School Employees' Child
Development Program

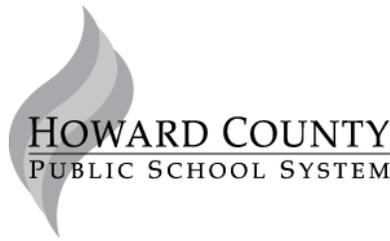
By: _____
Aaron Tobiason, President
Board of Directors
Public School Employees' Child
Development Program

Date: _____

APPROVED FOR LEGAL SUFFICIENCY:

By: _____
Mark Blom, General Counsel

Date: _____



**BOARD OF EDUCATION OF HOWARD COUNTY
MEETING AGENDA ITEM**

TITLE: Lease Agreement for Public School Employees Child Development Center of Howard County **Date:** April 10, 2014

PRESENTER(S): Ken Roey, Chief Facilities Officer
Fran Beall, Program Coordinator

Overview:

Since 1989, the Howard County Public School System has maintained an agreement and lease with the Public School Employees Child Development Center of Howard County, Inc. Currently, there are 105 children enrolled at the following sites:

- Cedar Lane 11630 Scaggsville Road, Fulton, MD 20759
- Long Reach High School 6101 Old Dobbin Lane, Columbia, MD 21045
- Marriotts Ridge High School 12100 Woodford Road, Marriottsville, MD 21104
- Oakland Mills High School 9410 Kilimanjaro Road, Columbia, MD 21045
- River Hill High School 12101 Clarksville Pike, Clarksville, MD 21029

The program has reached its maximum enrollment and currently maintains a waiting list. Opening a sixth site at Atholton High School would help address both employee needs and those of the Atholton Teacher Academy. Attached is an updated agreement and lease that adds Atholton High School as a sixth site for the child development program.

RECOMMENDATION/FUTURE DIRECTION:

We recommend that the Board approve the attached agreement and lease.

**Submitted
by:**

**Approval/
Concurrence:**

Ken Roey
Chief Facilities Officer

Renee A. Foose, Ed.D.
Superintendent

Camille Jones
Chief Operating Officer

Susan C. Mascaro
Chief of Staff

AGREEMENT AND LEASE

This Agreement (“Agreement”) made this 10th day of April, 2014, by and between the Board of Education of Howard County (“the Board”) and the Public School Employees’ Child Development Center of Howard County, Inc. (“The Program”).

Recitals

WHEREAS, the Board has determined that the employees of the Howard County Public School System need reliable child care services that will enable the employees to perform their work in a more efficient manner;

WHEREAS, the Board has acted to help meet the need of employees for child care by supporting the establishment on school property of a program that will make available child care services to school employees;

WHEREAS, the Board has caused the establishment of a nonprofit corporation entitled, “The Public School Employees’ Child Development Program of Howard County, Inc.” which exists as a separate entity that will direct and manage a child care program and be responsible for its operation, including its financial management;

NOW THEREFORE, in consideration of the premises and good and valuable consideration receipt of which is hereby acknowledged, the parties agree as follows:

1. Child Care Services. The Board hereby contracts with Program to provide a child care program for youngsters between the ages of 6 weeks and 5 years. This child care will be made available on a priority basis to all employees of the Howard County Public School System, as space permits. If space is available, individuals who work for the County or the State, who serve as volunteers in the public school, and members of the larger community may also contract with the Program, in this order of priority.
2. Financial Operation. The Program shall establish a fee schedule for child care services it provides and shall be solely responsible for the financial operation of child care program, including the hiring of employees, obtaining supplies, etc. The Board will allow school system employees to request payroll deduction of their tuition fees and the school system will deduct the same and forward them to the Program.
3. Equal Opportunity. In its enrollment and employment practices, the Program agrees not to discriminate against any person on the basis of race, color, religion, sex, national origin, marital status, or handicap.
4. Educational Partnerships. The parties agree that the Program will have sole responsibility for designing and implementing all aspects of the child care program, including any component relating to preschool education.
 - 4.1 In accordance with the written Partnership Agreement between the Program and the Office of Instruction and Curriculum, the Program will provide a lab school setting for observations, one-on-one and small group interactions, and lesson development and delivery for high school students enrolled in either the Early Childhood or Teacher Academies. In return, the school administrators and ECD/Teacher Academy teachers are responsible for curriculum expectations specified in the Partnership Agreement. Expansion of the Program to other school sites will be based upon the

mutual agreement of both parties.

- 4.2 In accordance with the written Partnership Agreement between the Program and the Office of Early Intervention (Cedar Lane partnership), the Program will participate in early childhood instruction, with the HCPSS Cedar Lane Preschool Program, through collaboratively planned and co-taught activities for all preschool-aged children enrolled in both programs at the Cedar Lane campus.
- 4.3 The Program will provide work study and internship opportunities for high school students on a paid basis (when available) and/or volunteer basis. Preference is given to high school students enrolled in the Early Childhood or Teacher Academies. Students working in the centers fewer than 10 hours weekly must provide proof of age and identification, a completed OCC 1204 Employment Medical Report, and complete a PSECDP staff emergency form and discipline policy form. Students volunteering in a center ten or more hours must provide all of the above plus a State of Maryland and an FBI Criminal History Record check. The Program does not pay the cost of the background check. The Program reserves the right of final approval for any student's participation in this partnership.
5. Term. This Agreement is for a two-year term commencing July 1, 2014 and ending June 30, 2016. Thereafter, it shall automatically renew for 2 year terms unless terminated by either party at least 180 days prior to the renewal date in accordance with Section 7.
6. Lease of Premises. During the term of the Agreement, the Board hereby leases to the Program space at the following sites:

Atholton High School 6520 Freetown Road, Columbia, MD 21044
Cedar Lane 11630 Scaggsville Road, Fulton, MD 20759
Long Reach High School 6101 Old Dobbin Lane, Columbia, MD 21045
Marriotts Ridge High School 12100 Woodford Road, Marriottsville, MD 21104
Oakland Mills High School 9410 Kilimanjaro Road, Columbia, MD 21045
River Hill High School 12101 Clarksville Pike, Clarksville, MD 21029

The Board also leases office space to the Program in a location determined by the Board. The Program has access to its office space Monday through Friday, year-round. The individual school sites and the office space are referred to as the "Leased Premises."

The Program, its agents, employees, and invitees, shall comply with the Board's reasonable regulations for access to the Leased Premises during regular business days, Monday through Friday.

- 6.1 The Program shall pay the Board an annual rent of \$1.00.
- 6.2 The Board shall provide access to its email service to the Program Director and Assistant Program Director.
- 6.3 The Program shall have nonexclusive use of the outside play areas established by the Board Monday-Friday, from 6:30 a.m. to 6:00 p.m.; subject to the provisions of the Board of Education Policy #10020, Use of School Facilities. The Program shall have exclusive use of outside play areas established by the Program.
- 6.4 The Program and its invitees shall have the nonexclusive right to use the school

parking lot. The parking lot will be for general use; parking spaces may be assigned at the discretion of the school principal. The Board shall have no liability for any damages or losses to vehicles parked by the Program employees, volunteers, agents or invitees.

- 6.5 The Leased Premises shall be used and occupied by the Program during the entire term of the Lease only for the purposes of a child care program. The Program shall not use or knowingly permit any part of the Leased Premises to be used for any unlawful purpose. The Program agrees to comply with all Federal, State, and County laws and ordinances and all rules and regulations and orders of any duly constituted authority, present or future, which apply and affect conduct of the Program's business on the Leased Premises. The Program shall be solely responsible for obtaining any license or permits required for operation of its programs.
- 6.6 During the term of Lease, the Program shall make no improvements, modifications or alterations, nor install any fixtures without first obtaining written consent from the Board or its agents unless authorized by the Board. The Program expressly covenants that upon termination of this Agreement, if requested by the Board, it will remove all such improvements, equipment and fixtures, and will restore the Leased Premises to the original condition and leave the Leased Premises in good repair. The Board will not be liable for any labor or materials furnished to the Program on its order and no lien, therefore, shall attach to or affect the interest of the Board in and to the Leased Premises.
- 6.7 The Program covenants and agrees that it shall not erect or place any signs, lights, awnings, or poles on the exterior of the premises or any signs upon the interior if visible from the street without the written consent and approval of the Board or its designee.
- 6.8 The Program will keep and maintain the Leased Premises in compliance with all Federal, State, and County requirements for the safe and healthy operation of a child care program at its expense.
- 6.9 The Board shall furnish to the Leased Premises electricity, heat, air conditioning, water, sewer and grounds care, and garbage and snow removal reasonably necessary for the Program's use of the Leased Premises. The Board may interrupt or suspend the supply of such services to the Leased Premises, and will make every effort to provide at least one day's notice unless an emergency occurs, in order to make necessary repairs or improvements to the Leased Premises and shall not be liable to the Program for any losses resulting therefrom or from any other interruption or suspension of services. The Board shall further provide reasonable custodial services including the daily, weekly, bi-weekly, semiannual and "as needed" performance standards detailed in the HCPSS Department of School Facilities Service Solutions Manual. Repairs that are necessitated by the ordinary and reasonable use and occupancy of the Leased Premises, including but not limited to repairs to the plumbing, electrical, and heating systems, will be performed in a timely fashion to satisfy health and safety standards established by the Maryland Department of Education Office of Child Care for operation of a child care program. In addition, the Board will provide internal email service to both the Program Director and Program Secretary.

- 6.9.1 Insurance as required hereunder shall be in force throughout the term of the Agreement. Original certificates signed by authorized representatives of the insurers or, at the Board's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until (60) days prior written notice has been given the Board.
- 6.9.2 All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Board. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless the Board grants specific approval for an exception.
- 6.9.3 Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Program, and are subject to Board approval.
- 6.9.4 Commercial general liability insurance for bodily injury, personal injury and property damage including loss of use, with minimum limits of:
- \$ 1,000,000 each occurrence;
 - \$ 1,000,000 personal and advertising injury;
 - \$ 2,000,000 general aggregate;
 - \$ 2,000,000 products, completed operations aggregate.

This insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;
- ii. Liability arising from the actions of independent contractors;
- iii. Liability arising from products and completed operations;
- iv. Contractual liability including protection for Program from bodily injury and property damage claims arising out of liability assumed under this Agreement; and
- v. Liability arising from child care. (Any specific child care exclusion shall be deleted)

- 6.9.5 Workers Compensation Insurance with statutory benefits as required by state and federal law.
- 6.9.6 Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:
- \$ 1,000,000 per occurrence;
 - \$ 1,000,000 aggregate for other than products/completed operations and auto liability; and
 - \$ 1,000,000 products/completed operations aggregate.

and including all of the following coverages on the applicable schedule of underlying insurance:

- vi. Commercial general liability;
- vii. Business auto liability; and
- viii. Employers liability.

- 6.9.7 All risk (special form) property insurance which insures against direct physical loss of or damage to the Program's personal property, fixtures and equipment located in or at the Board's premises, on a replacement cost valuation basis, with limits not less than 90% of the insurable replacement cost of all of Program's personal property, fixtures and equipment located therein.
- 6.9.8 The Board of Education of Howard County and its elected and appointed officials, officers, employees and authorized volunteers shall be named as additional insureds on Program's commercial general liability insurance and umbrella excess or excess liability insurance policies with respect to liability arising out of or related to Program's use, occupancy or maintenance of the Board's premises or operations incidental thereto.

Special Note: ISO forms CG 2009 and CG 2010 entitled "Additional Insured - Owners, Lessees or Contractors – Scheduled Person or Organization" (previously Forms A and B respectively) are NOT ACCEPTABLE. ISO form CG 2026 entitled "Additional Insured - Designated Person or Organization" or a manuscript endorsement with the above wording is required.

- 6.10 To the fullest extent permitted by law, the Program shall be solely responsible for any loss or damage to property of the Program or its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to premises of the Board.
- 6.11 To the fullest extent permitted by law, the Program shall defend, indemnify and hold the Board and its elected and appointed officials, officers, employees and authorized volunteers harmless against all liabilities, loss, damage and expenses, including court costs and attorneys' fees, incurred or suffered by the Board or its elected or appointed officials, officers, employees or authorized volunteers as a result of the failure of the Program, its agents or employees, to perform any covenant hereunder or for any accident, injury, or damage to persons or property occurring in the Leased Premises or resulting from the Program's use and occupancy of the Leased Premises.
- 6.12 The Board shall have the right to enter the Leased Premises at reasonable times to examine the same or to show the Leased Premises to prospective tenants or to effect repairs. The Board shall provide one day's notice of such visits or repairs, if at all possible. The Program shall not assign this Lease or sublet to any person or entity without the written approval of the Board.
- 6.13 If the Leased Premises are damaged by fire or other casualty without fault or negligence on the part of the Program, the Board, unless it shall elect otherwise, as hereinafter provided, shall promptly repair the same. If the Leased Premises are damaged by fire or other casualty, the Board or Program, if such damage is not the result of an act of negligence of the Program and if the Leased Premises are thereby rendered wholly or partially untenable, may elect to terminate this Agreement as hereinafter provided.

- 6.14 Abandonment of the Leased Premises; a breach of any of the covenants or conditions of this Agreement continuing for more than five (5) days after written notice from the Board; the death, dissolution or commencement of any proceedings to dissolve the Program; the termination of existence; insolvency, business failure, appointment of a receiver, assignment for the benefit of creditors of all or any part of the property of the Program or commencement of any proceeding under any bankruptcy or insolvency law by or against the Program shall be deemed a default by the Program under this Agreement. No failure on the part of the Board to enforce any covenant or provision herein, nor the Waiver of any right hereunder by the Board shall discharge or invalidate such covenant or provision or any other covenant, condition, or provision hereof, or affect the right of the Board to enforce the same in the event of a subsequent breach of default.
- 6.15 In the event of default by the Program, the Board may, at its option, without notice to the Program, terminate the Lease provision and reenter the Leased Premises and again have, possess and enjoy the same as of its former estate. But such reentry shall be deemed an acceptance of a surrender of this Lease. In the event of termination for default, the Program shall remain liable for all its obligations under this Agreement and for such loss and damages as the Board may sustain as a result of the Program's breach hereof.
- 6.16 In the event of any breach of any covenant, condition or provision of this Lease by the Program, the Board may, after reasonable notice to the Program, cure such at the expense of the Program. The Program shall promptly reimburse The Board for any expense, including reasonable attorneys' fees it may incur as a result of any breach hereof by the Program.
7. Termination. Either party has the right to terminate this Lease, or any portion thereof, upon one hundred eighty (180) days written notice to the other party. For the stability of the children and employees, every effort will be made to allow the Program to complete a full academic year.
8. The Program agrees to execute all such other and additional instruments or letters as the Board may consider necessary or appropriate hereto, including but not limited to, confirmation of beginning date of lease terms, memorandum of the lease for recordation, and instruments necessary to effect subordination of this Agreement.
9. Governing Law. This Lease shall be governed by, construed and enforced in accordance with the laws of the State of Maryland.
10. This Agreement contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing, executed by the parties.

In agreement hereof, the parties have affixed their signatures.

APPROVED

Superintendent of Schools

Chairman, Board of Education

Program Coordinator, Public School
Employees Child Development
Program

Chair, Board of Directors
Public School Employees Child
Development Program

PSECDP Program Overview

Website: <https://www.psecdp.org/>

PSECDP was established in 1990 as a 501(c)(3) corporation. Its purpose is to provide quality and affordable care to HCPSS employees. HCPSS provides the program space in county schools for its centers and an administrative office (the lease specifies a rent of \$1/year). HCPSS cafeterias provide PSECDP children with healthy nutritious lunches. PSECDP purchases lunches based on parent requests and classroom attendance. The meals served qualify our program for a monthly reimbursement from the USDA Child and Adult Care Food Program. HCPSS maintenance and custodial departments provide service reports as requested by the Maryland State Department of Education licensing department.

Over the years, the number of centers PSECDP has maintained has grown and fluctuated. Currently, it operates six centers for preschool-age children, and one for infants. The centers are presently located at Atholton High, Cedar Lane School (infant center and preschool), Long Reach High, Marriotts Ridge High, Oakland Mills High, and River Hill High. If the new agreement is approved, the infant center will move to Reservoir High until renovations to Hammond High are completed in approximately 2023, at which point the Cedar Lane preschool and Reservoir infant center will move to HaHS, along with the administrative office.

PSECDP is overseen by a Board of Directors that is elected annually from among the parents of enrolled children. Its officers include a president, vice president, secretary, and treasurer (all PSECDP Board members).

The 10-month, full-day classroom schedule is designed to serve HCPSS employees. HCPSS employees are given enrollment priority. Currently, our program serves a total of 99 children with a capacity to serve 112 children. Seven of our current enrollment of 99 children are not affiliated with HCPSS.

The program centers are licensed by the Maryland State Department of Education. We employ qualified teachers to ensure state and federal compliance. All classroom ratios are based on classroom size, mixed age group dynamics, and staff qualifications. PSECDP provides age-appropriate academic skills and activities to prepare children for life-long success. We partner with the Child Development Academy at our six high school locations, and our Cedar Lane Preschool multi-age classroom coordinates inclusion activities with the HCPSS students with special needs at Cedar Lane School.

Renee Kamen

From: Philandra Blackwell <philandra.blackwell@psecdp.org>
Sent: Friday, February 15, 2019 11:02 AM
To: Renee Kamen
Cc: Scott Washington; Daniel Lubeley; Aaron Tobiason
Subject: Re: FW: [External] Little Bears Program at Hammond High

Good morning,

1. We have 76 current families who are HCPSS Employees. Out of the 76 HCPSS Employees, 10 families have multiple children enrolled in our program.
2. Our Licensed Capacity for all sites is 112 children.
3. Current Enrollment: Atholton HS- 15/16, Cedar Lane Infants- 12/12, Cedar Lane Preschool- 20/20, Long Reach HS- 11/16, Marriotts Ridge HS- 11/15, Oakland Mills- 16/15 (Includes part-time enrollment).
4. SY 19- 20- HCPSS Employee interest has grown significantly. All sites are at full- capacity other than Long Reach High School.
5. Waiting List- Cedar Lane Infants: ALL HCPSS EMPLOYEES (20 families on the waitlist). Cedar Lane Preschool: HCPSS EMPLOYEE (1), Oakland Mills: HCPSS EMPLOYEE (1), River Hill (1).
6. The program is designed for HCPSS employees which means HCPSS employees receive first preference, Howard County Government Employees receive second preference, Anyone related to HCPSS Employees receives third preference, and any spaces left are available for community members.
7. Currently, we have 7 families not affiliated with HCPSS. 1 enrolled child has an HCPSS parent and a parent in the Military.

Our families who are HCPSS employees and those on our long waiting list at Cedar Lane Infants would be very happy to share their experience and benefits of our program.

I hope this information is helpful.

Thanks so much!

Best,

Philandra Blackwell, M.S.

Public School Employees' Child Development Program

T: (410) 888-9040 | PO Box 538 Fulton, MD 20759 |

Email: Philandra.blackwell@psecdp.org



On Fri, Feb 15, 2019 at 10:21 AM Renee Kamen <Renee_Kamen@hcpss.org> wrote:

Hi Philandra,

I hope you are well. We need help in answering the following questions raised by a member of the community.

- *In the schools where this program is currently running, how many teachers and HCPSS employees are actually taking advantage of the program?*
- *What is the actual capacity and current enrollment?*
- *Are there waiting lists and how do they monitor the need?*
- *How many of the children currently enrolled are not children of HCPSS employees and should our students be giving up space in their school to provide child care for employees that are not a part of the school system?*
- *Are there day care children in our schools who's parents do not work for either HCPSS or HoCo?*

Can you please aid us in the response to these questions ASAP? My office needs to respond by 3:00 today.

Thank you in advance,

-renée

Renée M. Kamen, AICP, Manager

School Planning

Howard County Public School System

renee_kamen@hcpss.org

410.313.7184 (p)

From: Marcy Leonard <Marcy_Leonard@hcpss.org>
Sent: Friday, February 15, 2019 10:07 AM
To: Scott Washington <Scott_Washington@hcpss.org>; Renee Kamen <Renee_Kamen@hcpss.org>
Cc: Monifa McKnight <Monifa_McKnight@hcpss.org>; Jason J. McCoy <Jason_McCoy@hcpss.org>; Anissa Brown
Dennis <Anissa_BrownDennis@hcpss.org>
Subject: Fwd: [External] Little Bears Program at Hammond High

Scott and Renee,

Good morning. Is there someone from your offices who can respond to this email?

Thank you.

Marcy Leonard

Community Superintendent

Howard County Public School System

410-313-1720

Begin forwarded message:

From: e <the4penas@verizon.net>
Date: February 15, 2019 at 9:58:21 AM EST
To: boe@hcpss.org, marcy_leonard@hcpss.org, john_dipaula@hcpss.org
Subject: [External] Little Bears Program at Hammond High

Dear Board of Education members,

I watched the meeting on 2/14/2019 and there was a brief discussion about the future day care program that will be moving into Hammond upon completion of the renovation. I attended every committee meeting about the plans and design for the school and have talked to many of you about my concerns

about this program. I want to point out that there appears to be some misinformation that was provided last night.

Ms Mallo asked what would happen to the Little Bears Program when this day care center opens and was told that it would not be impacted. That question came up many times during our committee meetings and we were informed, repeatedly, that Little Bears would *not* operate after the program opened.

Also regarding the space requirements, you were informed that it was about two classrooms. In the design, it is about 2500 sf, or three classrooms. I also noted that when describing the programs currently offered at other schools, only one classroom was being used for day care, only the program at Hammond would be larger.

During committee meetings, we counted classrooms and discussed when spaces we would have to give up in order to have enough classrooms to meet the needs of our students, and yet we are giving classrooms for this program.

In the schools where this program is currently running, how many teachers and HCPSS employees are actually taking advantage of the program? What is the actual capacity and current enrollment? Are there waiting lists and how do they monitor the need? I know that this is also open to Howard County government employees. How many of the children currently enrolled are not children of HCPSS employees and should our students be giving up space in their school to provide child care for employees that are not a part of the school system? Are there day care children in our schools whose parents do not work for either HCPSS or HoCo? We were told that it would be open to anyone if there was not enough interest from HCPSS or HoCo employees.

Sincerely,

Carleen Pena

From: [Kathleen J. Hanks](#)
To: [Carleen Pena](#), [Bill Adams](#)
Cc: [Public Board Meeting](#)
Subject: RE: [External] Hammond High Renovations
Date: Thursday, February 26, 2015 2:46:17 PM

Dear Ms. Pena:

Thank you for your email. Can I assume you will bring copies of your comments to the Board Meeting today for when you speak at Public Forum?

Kind regards,

Kathy Hanks
Administrator
Board of Education
Phone: 410-313-7194
Fax: 410-313-6633
Email: kathleen_hanks@hcpss.org

From: Carleen Pena <ccarleenpena@gmail.com>
Sent: Thursday, February 26, 2015 12:23 PM
To: Bill Adams <billadams@hcpss.org>
Subject: [External] Hammond High Renovations

My name is Carleen Pena. I thank you again for all that the Board and HCPSS has done to bring the Hammond High project along. I was happy to participate as a member of the Planning Advisory Committee for this project. The level of dedication from all involved was notable. Until this fall I spent the past 16 years running my own family day care. During that time the majority of the families I worked with were HCPSS teachers. So I am well aware of the need for day care in the area. But we are not here to renovate a day care center or even to provide a perk for staff. We are here to ensure equity for the students of Howard County. We are here to ensure that our children go to school in a facility that is safe and meets the needs of its students. During our planning meetings, we struggled to get enough classrooms and gave up things our students should have, we made accommodations, we gave up seminar rooms and shrunk common areas and still the school is undersized. Yet 2000 square feet will be used to house not 1 but 2 day care programs, their administrative offices and storage for their records. But our Band room is too small by 700 square feet, and the program is growing. This presentation lists our technology fabrication lab as being 680 square feet. The recommended size is 2400 sf. Think of the work they are doing, the tools they are working with, they need all the space they can get. And yet 2000 sf will be given to up for something that does not benefit the students. We are building a HS a few miles away that will open at the same time and has ample land and yet they will only house 1 day care program and only use 900 SF. The agreement with the day care which is a 501(c) nonprofit started in 1989. A lot has changed in our school system since then, yet we still rent space in our schools for \$1.00. HCPSS picks up the cost of utilities and custodial services and even email services. There are currently 10 openings in this program at sites throughout the county so is there really a need for it at Hammond. I have heard that separate funds will be used to construct the day care portion, yet I have been unable to locate any documents that support that claim. It is one thing to subsidize a program, it is another to take away from our students in order to do so. Whatever plans you approve for the school, please ensure that our Band room is at least 2800 square feet and our Fabrication lab is 2400 square feet and do not take away space from the dance studio. Our Dance program is the best and largest in the county and our students include those with disabilities and even wheelchair bound students. They need space to safely maneuver.

This link will show you just a small sample of the amazing things our dance program does and why we need all the space we currently have.

https://twitter.com/hcpss_hahs/status/1089355342016905218/video/1

I have also attached to this email a possible floor plan for the Fine Art area of the school.

On 2/14 The Board of Education voted to modify the lease with the PSECDP to include RHS. All other aspects of the 2014 lease remain in effect. This is the link for the 2014 lease.
[https://www.boarddocs.com/mabe/hcpssmd/Board.nsf/files/9HTPW5795DB/\\$file/04%2010%202014%20Lease%20Agreement%20for%20Public%20School%20Employees%20Child%20Development%20Center%20BR.pdf](https://www.boarddocs.com/mabe/hcpssmd/Board.nsf/files/9HTPW5795DB/$file/04%2010%202014%20Lease%20Agreement%20for%20Public%20School%20Employees%20Child%20Development%20Center%20BR.pdf)

Finally, I would like to add this report implies that the current 9th grade wing, which was added in 1996, is being removed for to add a practice field. The truth is that it was poorly designed, poorly constructed and in 2007 it was noted that there are drainage issues surrounding the building that are resulting in mold. That is why it is being removed. But we will use the space as a field.

From: [Kathleen V. Hanks](#)
To: [Student Board Member](#)
Subject: FW: Hammond High School Schematic Design Report: Questions
Date: Wednesday, February 27, 2019 4:10:51 PM
Attachments: [attendance map with Hammond - HS13.pdf](#)

From: Scott Washington <Scott_Washington@hcpss.org>
Sent: Wednesday, February 27, 2019 3:57 PM
To: Christina Delmont-Small <Christina_Delmont-Small@hcpss.org>
Cc: BoE Email <boe@hcpss.org>; Anissa Brown Dennis <Anissa_BrownDennis@hcpss.org>; Michael Martirano <Michael_Martirano@hcpss.org>; Karalee Turner-Little <Karalee_TurnerLittle@hcpss.org>; David L. Clark <David_Clark@hcpss.org>; Daniel Lubeley <Daniel_Lubeley@hcpss.org>
Subject: RE: Hammond High School Schematic Design Report: Questions

Good Afternoon,

In regards to your questions on the Hammond High School Schematic Design Report, please see the responses below in Blue.

I hope that this information helps.

Thank you.

Scott W. Washington | Director
Capital Planning and Construction
Howard County Public School System
410.313.6807 [p] 443.388.6009 [c]
School Planning – Capital Budget – School Construction

From: Christina Delmont-Small
Sent: Tuesday, February 26, 2019 2:12 PM
To: Scott Washington
Cc: BoE Email; Anissa Brown Dennis; Michael Martirano; Karalee Turner-Little; David L. Clark
Subject: Hammond High School Schematic Design Report: Questions

Good Afternoon,

The decision regarding the Hammond High School Schematic Design Report will have short-term and long-term financial impact on the school system's capital and operating budgets. The option presented to the Board will have an estimated \$80 million dollar construction cost. It would be helpful for the Board to receive options related to the design of the addition/renovation, and the financial impact of those options, to allow for an opportunity to evaluate changes and know the potential impact of those changes on the estimated construction cost.

Below are questions about the information contained in the Hammond High School Schematic Design Report:

General Questions

1. Can we do things more efficiently - are other options available that would be more economical and still provide a learning environment for our students?
Response: At the Schematic Design Phase, the cost is estimated primarily on a square footage cost, with some general detailed decisions. This cost is revised in later phases as further detail is developed. Being based primarily on square footage, the main way to reduce the cost would be to reduce the size or square footage of the proposed building. This would mean reducing space sizes, removing spaces, or removing curriculum. Another potential option, would be not to demolish the 1996 addition and reduce the amount of new square footage on the second floor. This option would come with difficulties and compromises to the facility.
2. Was there any consideration to use of the land to the west of the existing site that is currently in the land bank to increase the number of outdoor fields or parking?
Response: The property to the west of Hammond HS is owned by the Columbia Associates, and is not in a HCPSS land bank. Prior to researching the ownership, consideration was provided to additional fields. Difficulties are present in the existence of a stream and steep grades.
3. Where in the design have we built in the option to put a future addition?
Response: Due to existing site constraints, the best location for a direct future expansion would be at the location of the removed 1996 addition. Another option as seen with this proposed plan would be to demolish a portion of the single story, and reconstruct a two story addition.
4. Have we used this architect for other projects?
Response: Yes, Smolen Emr Ilkovitch Architects has a long standing working relationship with the HCPSS. They most recently have performed a range of projects from small renovations at ARL to full systemic renovations at Longfellow ES and Mt. Hebron HS.
5. What will be the maintenance costs for the new building?
Response: Based on ASHRAE defined standards utilized in a 40 year life cycle analysis, the estimated Maintenance cost for the proposed square footage would be \$494,124. Understand this is a total maintenance estimated over 40 years distributed equally.
6. How do the expected maintenance costs for the "new building" compare to the maintenance costs of other buildings of similar size?
Response: HCPSS currently averages approximately \$120,000 to \$140,000 annually per high school. This is direct cost and is not an average over the live span of the facilities. Larger dollar amount items, like chiller or roof replacements, while included in the ASHRAE number is not included in this annual maintenance cost.

Sustainable Design Considerations (page 6-7)

1. What are the costs for constructing a *LEED Certified project* at the different levels of a LEED Certified Design?
Response: The current estimated percentage of costs for the LEED construction is 2% to achieve "Certified", 4% to achieve "Silver", and 10% to achieve Gold. Platinum certification

is not typically achievable unless the project is designed for Net Zero, which has additional other costs in itself. Please note that in the majority of our schools, we have achieved a higher rating than the actual design intent. Example, a school was designed to be “certified”, but actually achieves “silver”. This overachievement is not at an additional cost, but a testament of the success of the project.

2. What are the expected savings from constructing a *LEED Certified project*?

Response: These costs are difficult to determine as not all LEED credits needed to achieve certification have a direct correlation to cost savings. Please note that school construction by nature of the facilities longevity is sustainable. LEED is an extension and expansion of those principals.

3. What is the cost of the LEED consultant and is the cost included in the \$80,037,186?

Response: The LEED consultant on the project is Doo Consulting and is a part of the design team. The fee for the LEED consultant is \$39,500 and is included in the previously approved A/E fee. Their fee is not included in the \$80,037,186 as that number is the estimated construction cost.

4. For our existing *LEED Certified projects*, what level of LEED certification was achieved and what savings have been realized?

Response: Previous projects that have received LEED certification are Wilde Lake MS at Platinum; Atholton HS, Ducketts Lane ES, and Hanover Hills ES at Gold; Bollman Bridge ES, Phelps Luck ES, Stevens Forest ES, Swansfield ES, Thomas Viaduct MS, Northfield ES, Longfellow ES, Deep Run ES, and Thunder Hill ES at Silver. We do not have information identifying the savings realized specifically due to the LEED certification. Wilde Lake of course is a special situation because of its both LEED and Net Zero rating. There is data on its performance.

5. Is there an added cost *to divert the construction and demolition material from landfills and incinerators*?

Response: There are associated costs with diverting material, salvaging material, and recycling material, however these cost are minimal.

Vicinity Map (page 10)

1. Please provide a map that shows Hammond High School, the existing attendance area for Hammond HS, and the location of High School #13.

Response: See attached the attendance map with the location of New High School #13 identified.

Existing Plan Notes (page 11)

1. *The current bus parking count is short of the 25 required number of bus spaces as indicated by the Pupil Transportation Office: how are the number of bus spaces determined?*

Response: The bus space allocation is determined by taking the projected enrollment of students, subtracting potential walkers, then subtracting potential student drivers. This number is then divided by 44 students per bus.

Keyed Proposed Site Plan (page 14)

1. What is the cost of the inclusion of the internal space for the PSECDP?

Response: The current estimated cost for internal requirements is approximately \$700,000.

2. What is the cost of the inclusion of the external space for the PSECDP?

Response: The current estimated cost for external requirements is approximately \$100,000.

-
Existing Floor Plan Notes (page 16)

The addition constructed in 1996 on the south side of the original facility was intended for the use as a ninth grade academy, which is no longer utilized specifically in that manner. The current program within the addition is integrated within the school curriculum, but it is physically isolated from the remainder of the building.

1. How will this addition/renovation avoid limiting use if space needs change in the future?

Response: The first aspect of the proposed design is the standardization of room layouts. This allows for flexibility and adjustment of programs through the years as needs change. The inclusion of the second floor classrooms, consolidates all the classrooms to allow for shifting and flexibility throughout the years. Additional classrooms are located on the first floor to allow for a diversity of location for the different programs.

Photovoltaic System(page 43)

A 150kW photovoltaic (PV) system is under investigation. For all work associated with the new photovoltaic system including crystalline photovoltaic modules, mounting rails, photovoltaic inverters, wire management system, photovoltaic monitoring and reporting services, disconnects, cabling, installation, terminations and devices will be provided and performed by a qualified Photovoltaic System Contractor for a complete and operational photovoltaic system.

1. What is the total cost for the work associated with the *photovoltaic system*?

Response: The current estimated cost for the photovoltaic system requirements is approximately \$650,000.

2. What is the yearly cost to operate and maintain the *photovoltaic system*?

Response: This is information we can investigate and provide at a later date.

3. Is the cost for the work associated with the *photovoltaic system* included in the \$80,037,186?

Response: This is information we can investigate and provide at a later date.

Sincerely,

Christina

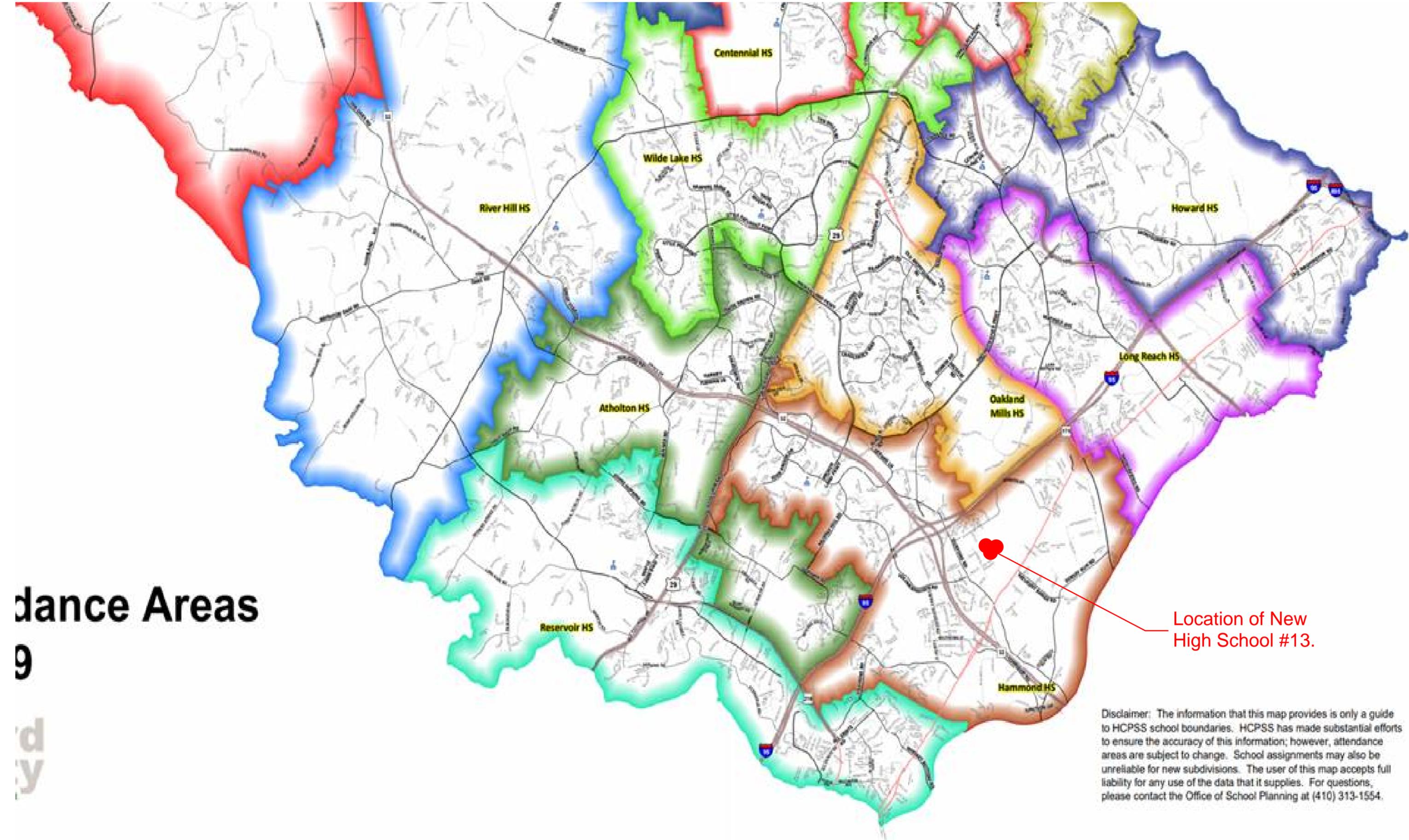
Christina Delmont-Small

Member

Board of Education of Howard County

christina_delmont-small@hcpss.org

667-786-3895 cell



Attendance Areas

9

by

Disclaimer: The information that this map provides is only a guide to HCPSS school boundaries. HCPSS has made substantial efforts to ensure the accuracy of this information; however, attendance areas are subject to change. School assignments may also be unreliable for new subdivisions. The user of this map accepts full liability for any use of the data that it supplies. For questions, please contact the Office of School Planning at (410) 313-1554.

From: [Scott Washington](#)
To: [Christina Delmont-Small](#)
Cc: [BoE Email](#); [Anissa Brown Dennis](#); [Michael Martirano](#); [Karalee Turner-Little](#); [David L. Clark](#); [Daniel Lubeley](#)
Subject: RE: Hammond High School Schematic Design Report: Questions
Date: Tuesday, February 26, 2019 2:59:37 PM

Good Afternoon,

Thank you for your questions. We will again work to get these answered promptly.

Scott W. Washington | Director
Capital Planning and Construction
Howard County Public School System
410.313.6807 [p] 443.388.6009 [c]
School Planning – Capital Budget – School Construction

From: Christina Delmont-Small
Sent: Tuesday, February 26, 2019 2:12 PM
To: Scott Washington
Cc: BoE Email; Anissa Brown Dennis; Michael Martirano; Karalee Turner-Little; David L. Clark
Subject: Hammond High School Schematic Design Report: Questions

Good Afternoon,

The decision regarding the Hammond High School Schematic Design Report will have short-term and long-term financial impact on the school system's capital and operating budgets. The option presented to the Board will have an estimated \$80 million dollar construction cost. It would be helpful for the Board to receive options related to the design of the addition/renovation, and the financial impact of those options, to allow for an opportunity to evaluate changes and know the potential impact of those changes on the estimated construction cost.

Below are questions about the information contained in the Hammond High School Schematic Design Report:

General Questions

1. Can we do things more efficiently - are other options available that would be more economical and still provide a learning environment for our students?
2. Was there any consideration to use of the land to the west of the existing site that is currently in the land bank to increase the number of outdoor fields or parking?
3. Where in the design have we built in the option to put a future addition?
4. Have we used this architect for other projects?
5. What will be the maintenance costs for the new building?
6. How do the expected maintenance costs for the "new building" compare to the maintenance costs of other buildings of similar size?

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Certified Design?

2. What are the expected savings from constructing a *LEED Certified project*?
3. What is the cost of the LEED consultant and is the cost included in the \$80,037,186?
4. For our existing *LEED Certified projects*, what level of LEED certification was achieved and what savings have been realized?
5. Is there an added cost *to divert the construction and demolition material from landfills and incinerators*?

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1. Please provide a map that shows Hammond High School, the existing attendance area for Hammond HS, and the location of High School #13.

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-

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2. What is the cost of the inclusion of the external space for the PSECDP?

-

Existing Floor Plan Notes (page 16)

The addition constructed in 1996 on the south side of the original facility was intended for the use as a ninth grade academy, which is no longer utilized specifically in that manner. The current program within the addition is integrated within the school curriculum, but it is physically isolated from the remainder of the building.

1. How will this addition/renovation avoid limiting use if space needs change in the future?

Photovoltaic System (page 43)

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1. What is the total cost for the work associated with the *photovoltaic system*?
2. What is the yearly cost to operate and maintain the *photovoltaic system*?
3. Is the cost for the work associated with the *photovoltaic system* included in the \$80,037,186?

Sincerely,
Christina

Christina Delmont-Small
Member
Board of Education of Howard County
christina_delmont-small@hcpss.org

667-786-3895 cell

From: [Scott Washington](#)
To: [Christina Delmont-Small](#)
Cc: [BoE Email](#); [Michael Martirano](#); [Karalee Turner-Little](#); [Anissa Brown Dennis](#); [Daniel Lubeley](#)
Subject: RE: Hammond High School Schematic Design Report: Space Analysis for Current Hammond HS
Date: Tuesday, February 26, 2019 1:33:55 PM
Attachments: [SEI Hammond Space SummarySD Brochure - with ex square footages.pdf](#)

Good Afternoon,

Please see the attached space analysis that you requested showing the existing areas and the proposed schematic design. Just as a reminder, the schematic design is the first of three design phases where we concentrate on adjacencies and layout. Further details and refinements will be made to the plans as we proceed through the balance of design.

Scott W. Washington | Director
Capital Planning and Construction
Howard County Public School System
410.313.6807 [p] 443.388.6009 [c]
School Planning – Capital Budget – School Construction

From: Christina Delmont-Small
Sent: Sunday, February 24, 2019 5:48 PM
To: Scott Washington; Anissa Brown Dennis
Cc: BoE Email; Michael Martirano; Karalee Turner-Little
Subject: Hammond High School Schematic Design Report: Space Analysis for Current Hammond HS

Good Afternoon,

Would you please provide a Space Analysis for the current Hammond High School (as is provided for the proposed design on pages 22-25) so that the current use of the space can be compared to the use of the space proposed in the schematic design report? If at all possible, please show both the current use of the space and the proposed use of space in the same chart so that a side by side comparison can be made.

Thank you,
Christina

Christina Delmont-Small
Member
Board of Education of Howard County
christina_delmont-small@hcpss.org
667-786-3895 cell

HAMMOND HIGH SCHOOL SPACE ANALYSIS

PROGRAM SPACE	SCHEMATIC DESIGN			EXISTING FACILITY		
	Qty.	AREA	TOTAL AREA	Qty.	AREA	TOTAL AREA
PROFESSIONAL DEVELOPMENT			1,172 SF			1,450 SF
Seminar Room / Mini Auditorium / Testing	1	1,172 SF	1,172 SF	1	1,450 SF	1,450 SF
STUDENT ORGANIZATIONS			796 SF			141 SF
Student Organization Room	1	404 SF	404 SF	0	- SF	- SF
Storage	1	154 SF	154 SF	0	- SF	- SF
School Store	1	238 SF	238 SF	1	141 SF	141 SF
MEDIA CENTER			8,605 SF			7,897 SF
Main Reading Room	1	5,432 SF	5,432 SF	1	6,145 SF	6,145 SF
Innovation Lab	1	751 SF	751 SF	1	376 SF	376 SF
Office/Work Space	1	353 SF	353 SF	1	148 SF	148 SF
Small Group Areas	2	241 SF (avg.)	482 SF	0	- SF	- SF
Storage Books & AV Equipment	1	277 SF	277 SF	1	158 SF	158 SF
TV Studio w/ Control Room	1	1,037 SF	1,037 SF	1	704 SF	704 SF
Equipment Room (MDF/TER)	1	273 SF	273 SF	1	366 SF	366 SF
CAFETERIA			7,246 SF			7,409 SF
Student Dining	1	7,246 SF	7,246 SF	1	7,409 SF	7,409 SF
ADMINISTRATION			3,393 SF			3,000 SF
Reception	1	677 SF	677 SF	1	777 SF	777 SF
Principal Office Incl. Closet & Toilet	1	317 SF	317 SF	1	354 SF	354 SF
Principal's Secretary's Office	1	131 SF	131 SF	1	149 SF	149 SF
Assistant Principal Office	4	150 SF (avg.)	600 SF	4	230.0 SF (avg)	920 SF
Conference Room	1	291 SF	291 SF	0	- SF	- SF
Parent / Committee Volunteer Room	1	136 SF	136 SF	0	- SF	- SF
Mailroom / Workroom	1	504 SF	504 SF	2	173.50 SF	347 SF
Storage Room	1	125 SF	125 SF	1	93 SF	93 SF
Adult Toilet / Storage	1	41 SF	41 SF	2	34.5 SF (avg)	69 SF
Attendance Office	1	121 SF	121 SF	0	- SF	- SF
Finance Office / Business Manager	1	150 SF	150 SF	1	149 SF	149 SF
Security Office (SRO) / Police Liaison	2	150 SF (avg.)	300 SF	1	142 SF	142 SF
SCHOOL COUNSELING			3,343 SF			2,336 SF
Office	7	119 SF (avg.)	833 SF	6	103 SF (avg)	617 SF
Shared Records / Registrar's Office	1	393 SF	393 SF	1	158 SF	158 SF
Workroom Incl. Storage	1	309 SF	309 SF	1	129 SF	129 SF
Conference Room	1	269 SF	269 SF	1	451 SF	451 SF
Reception and Career Center	1	1,410 SF	1,410 SF	1	981 SF	981 SF
Data Clerk	1	129 SF	129 SF	0	- SF	- SF
HEALTH SUITE			1,448 SF			688 SF
Waiting / Treatment	1	499 SF	499 SF	1	207 SF	207 SF
Cot Room	2	143 SF (avg.)	286 SF	1	151 SF	151 SF
Cluster Nurse Office	1	135 SF	135 SF	1	105 SF	105 SF
Office / Conference	1	119 SF	119 SF	1	127 SF	127 SF
Exam	1	123 SF	123 SF	0	- SF	- SF
Toilet Incl. Shower	2	86 SF (avg.)	172 SF	2	49 SF (avg)	98 SF
Storage	1	114 SF	114 SF	0	- SF	- SF
STUDENT SUPPORT CENTER			1,130 SF			0 SF
Shared Academic Liaison Office (w/ Phone Room)	1	312 SF	312 SF	these programs do not have dedicated spaces within the existing school		
Liaison Conference	1	173 SF	173 SF			
AEPS (Alt. Education)	1	172 SF	172 SF			
Contract Room (Alt. Education)	1	372 SF	372 SF			
Support Room (Alt. Education)	1	101 SF	101 SF			
STAFF SUPPORT			4,511 SF			4,601 SF
Storage	7	161 SF (avg.)	1,127 SF	3	439.33 SF (avg)	1,318 SF
English Teacher Planning	1	926 SF	926 SF	1	1,547 SF	1,547 SF
WL Teacher Planning	1	650 SF	650 SF	1	320 SF	320 SF
Math Teacher Planning	1	918 SF	918 SF	1	920 SF	920 SF
Social Studies Teacher Planning	1	890 SF	890 SF	1	496 SF	496 SF
STAFF LOUNGE			1,231 SF			1,759 SF
Dining/ Lounge	1	1,162 SF	1,162 SF	2	817 SF (avg)	1,633 SF
Toilet	1	69 SF	69 SF	2	63 SF	126 SF

PROGRAM SPACE	SCHEMATIC DESIGN			EXISTING FACILITY		
	Qty.	AREA	TOTAL AREA	Qty.	AREA	TOTAL AREA
GENERAL INSTRUCTION			28,200 SF	27,946 SF		
Classroom (English, WL, SS, Math)	34	778 SF (avg.)	26,452 SF	34	770.8 SF (avg)	26,208 SF
Seminar Room (Small)	1	347 SF	347 SF	1	152 SF	152 SF
Seminar Room (Large)	1	675 SF	675 SF	1	471 SF	471 SF
Journalism / Yearbook Room	1	726 SF	726 SF	1	1,115 SF	1,115 SF
AUDITORIUM			16,639 SF	14,938 SF		
Auditorium	1	7,831 SF	7,831 SF	1	7,831 SF	7,831 SF
Control Room	0	0 SF	0 SF	0	- SF	- SF
Drama	1	823 SF	823 SF	1	1,661 SF	1,661 SF
Changing Room Incl. Toilet	2	444 SF (avg.)	888 SF	2	123 SF	246 SF
Workshop w/Duster	1	934 SF	934 SF	1	541 SF	541 SF
Storage Room	1	1,005 SF	1,005 SF	included within drama, changing & workshop		
Stage / Wing	1	2,585 SF	2,585 SF	1	2,585 SF	2,585 SF
Ticket Booth/ Concessions	1	245 SF	245 SF	1	156 SF	156 SF
Family Toilet	1	64 SF	64 SF	0	- SF	- SF
Dance Studio	1	1,918 SF	1,918 SF	1	1,918 SF	1,918 SF
Dance Storage	1	207 SF	207 SF	0	- SF	- SF
Office	1	139 SF	139 SF	0	- SF	- SF
MUSIC AREA			6,358 SF	5,344 SF		
Instrumental Rehearsal Room / Band	1	2,117 SF	2,117 SF	1	1,931 SF	1,931 SF
Instrumental Equipment Storage	2	285 SF (avg.)	570 SF	1	277 SF	277 SF
Instrumental Repair	1	197 SF	197 SF	0	- SF	- SF
Instrumental Uniform Storage	1	235 SF	235 SF	0	- SF	- SF
Choral Rehearsal Room	1	1,538 SF	1,538 SF	1	1,449 SF	1,449 SF
Choral Storage / Workroom	1	261 SF	261 SF	1	123 SF	123 SF
Practice Room	4	71 SF (avg.)	284 SF	4	99.5 SF (avg)	398 SF
Electronics Laboratory	1	680 SF	680 SF	1	977 SF	977 SF
Ensemble Room / Music Library	1	476 SF	476 SF	1	189 SF	189 SF
VISUAL ART			5,232 SF	5,008 SF		
General / Visual Art Studio / Kiln	2	1,189 SF (avg.)	2,378 SF	1	3,223 SF	3,223 SF
Central Storage	3	174 SF (avg.)	522 SF	1	573 SF	573 SF
Photo Studio	1	1,193 SF	1,193 SF	1	933 SF	933 SF
Digital Lab / Darkroom	1	389 SF	389 SF	1	279 SF	279 SF
Departmental Plan / Prep.	1	255 SF	255 SF	0	- SF	- SF
Sculpture	1	495 SF	495 SF	included within general arts count above		
PHYSICAL EDUCATION			28,599 SF	23,845 SF		
Main Gym	1	9,981 SF	9,981 SF	1	9,981 SF	9,981 SF
Auxiliary Gym	1	4,997 SF	4,997 SF	0	- SF	- SF
Wrestling Room Incl. Storage	1	2,494 SF	2,494 SF	1	2,399 SF	2,399 SF
Weight Training Room Incl. Storage	1	2,894 SF	2,894 SF	1	1,702 SF	1,702 SF
Locker Room	2	1,249 SF (avg.)	2,498 SF	2	4,337 SF (avg)	8,674 SF
Shower Room	2	141 SF (avg.)	282 SF	included w/n locker room		
Toilet Room	2	193 SF (avg.)	386 SF	included w/n locker room		
Team Room	6	330 SF (avg.)	1,980 SF	included w/n locker room		
Coach Planning Incl. Toilet & Storage	2	313 SF (avg.)	626 SF	included w/n locker room		
Athletic Director's Office w/Storage	1	180 SF	180 SF	included w/n locker room		
Trainer Room	1	401 SF	401 SF	included w/n locker room		
Laundry Room	1	155 SF	155 SF	included w/n locker room		
P.E. Storage Area Incl. Exterior Storage	1	491 SF	491 SF	4	220.75 SF (avg)	883 SF
Team Room Storage	2	315 SF (avg.)	630 SF	included w/n locker room		
P.E. Planning	2	169 SF (avg.)	338 SF	included w/n locker room		
P.E. Staff Toilet	1	47 SF	47 SF	included w/n locker room		
Small Stor. Areas	1	219 SF	219 SF	1	206 SF	206 SF
SCIENCE			21,090 SF	14,241 SF		
Science (Earth, Life, Physical)	10	1,835 SF (avg.)	18,350 SF	9	1,409 SF (avg)	12,678 SF
Science Prep	1	1,021 SF	1,021 SF	2	432 SF (avg)	864 SF
Seminar Area	2	218 SF (avg.)	436 SF	0	- SF	- SF
Storage Area	2	294 SF (avg.)	588 SF	1	284 SF	284 SF
Teacher Planning	1	695 SF	695 SF	1	415 SF	415 SF
ENGLISH FOR SPEAKERS OF OTHER LANGUAGES (ESOL)			1,716 SF	1,424 SF		
ESOL Room (large)	2	691 SF (avg.)	1,382 SF	2	712 SF (avg)	1,424 SF
ESOL Room (small)	1	334 SF	334 SF	0	- SF	- SF
GIFTED AND TALENTED (G/T)			717 SF	1,213 SF		
G/T Classroom	1	717 SF	717 SF	2	607 SF (avg)	1,213 SF

PROGRAM SPACE	SCHEMATIC DESIGN			EXISTING FACILITY		
	Qty.	AREA	TOTAL AREA	Qty.	AREA	TOTAL AREA
SPECIAL EDUCATION			5,074 SF			2,632 SF
Special Ed Resource Incl. Reading	4	647 SF (avg.)	2,588 SF	4	585 SF (avg)	2,340 SF
E.D. Support Area Inc. Storage	2	168 SF (avg.)	336 SF	0	- SF	- SF
A.L.S. Support Area Inc. Toilet and Storage	2	157 SF (avg.)	314 SF	0	- SF	- SF
Conference Room	1	202 SF	202 SF	1	292 SF	292 SF
Teacher Planning	1	411 SF	411 SF	0	- SF	- SF
Speech/ Language Therapy Room Incl. Storage	1	275 SF	275 SF	0	- SF	- SF
OT/PT Therapy Area	1	724 SF	724 SF	0	- SF	- SF
OT/PT Storage	1	224 SF	224 SF	0	- SF	- SF
HEALTH EDUCATION			717 SF			0 SF
Health ED. Classroom w/Storage	1	717 SF	717 SF			this programs does not have a dedicated space within the existing school
TECHNOLOGY EDUCATION			5,947 SF			5,642 SF
CTE Engineering / Technology	3	1,373 SF (avg.)	4,119 SF	2	2,033 SF (avg)	4,065 SF
Fabrication Lab	1	680 SF	680 SF	0	- SF	- SF
Wood and Material Storage	1	296 SF	296 SF			included within storage below
Storage	6	120 SF (avg.)	720 SF	3	271 SF (avg)	813 SF
Teacher Planning	1	132 SF	132 SF	1	155 SF	155 SF
Drafting/Computer Lab	0	0 SF	0 SF	1	609 SF	609 SF
CTE CAREER ACADEMY			5,294 SF			3,790 SF
CTE Career Academy Classroom	4	1,063 SF (avg.)	4,252 SF	3	1,199 SF (avg)	3,597 SF
Storage	2	150 SF (avg.)	300 SF	1	193 SF	193 SF
Seminar	2	191 SF (avg.)	382 SF	0	- SF	- SF
Teacher Planning	2	180 SF (avg.)	360 SF	0	- SF	- SF
FOOD AND CONSUMER SCIENCE			1,356 SF			3,018 SF
CTE FACS Lab (Food & Nutrition Lab)	1	875 SF	875 SF	1	1,198 SF	1,198 SF
CTE TAM Classroom	1	481 SF	481 SF	4	455 SF (avg)	1,820 SF
PSECDP			1,953 SF			0 SF
Daycare Classroom	2	761 SF (avg.)	1,522 SF			program not existent within current school. Current school contains a child development program & daycare.
Toilet/ Changing area	2	62 SF (avg.)	124 SF			See CTE TAM above
Administation / Records Office	1	223 SF	223 SF			
Storage	2	42 SF (avg.)	84 SF			
CUSTODIAL AREA			2,099 SF			2,232 SF
Outdoor Storage (Mower Room)	1	254 SF	254 SF	2	250.5 SF (avg)	501 SF
Shop & Storage	1	532 SF	532 SF			shop is within current custodial office
Custodial Office	1	114 SF	114 SF	1	543 SF	543 SF
CC Closet	8	54 SF (avg.)	432 SF	5	66.8 SF (avg)	334 SF
General School Storage	1	537 SF	537 SF	1	728 SF	728 SF
Toilet / Showers (Incl. Lockers)	2	115 SF (avg.)	230 SF	1	126 SF	126 SF
FOOD SERVICES			3,253 SF			3,213 SF
Dry Storage Room	1	287 SF	287 SF	1	614	614 SF
Custodial Closet / Laundry	1	52 SF	52 SF	1	37	37 SF
Kitchen and Support Spaces	1	2,069 SF	2,069 SF	1	1,966	1,966 SF
Refrigerator / Freezer	1	489 SF	489 SF	1	171	171 SF
Dishwashing Area	1	164 SF	164 SF	1	274	274 SF
Locker Room / Toilet	1	121 SF	121 SF	1	75	75 SF
Office	1	71 SF	71 SF	1	76	76 SF
SUBTOTAL ALL PROGRAMS			167,119 SF			143,767 SF
Efficiency Adjustment			71%			73%
GROSS AREA			235,297 SF			197,023 SF

From: [Scott Washington](#)
To: [Becky McKirahan \(Becky@TacoBird.com\)](#)
Cc: [BoE Email](#); [Michael Martirano](#); [Karalee Turner-Little](#); [Monifa McKnight](#); [Jason J. McCoy](#); [Anissa Brown Dennis](#); [Marcy Leonard](#); [John DiPaula](#); [Renee Kamen](#); [Daniel Lubeley](#); [Kathleen V. Hanks](#)
Subject: FW: [External] Hammond and Little Bear Program
Date: Friday, February 15, 2019 1:55:04 PM

Good Afternoon,

We are in receipt of the below message in regards to the Little Bears Program at Hammond High School. Please see the below responses (in blue). Thank you.

Scott W. Washington | Director
Capital Planning and Construction
Howard County Public School System
410.313.6807 [p] 443.388.6009 [c]
School Planning – Capital Budget – School Construction

Begin forwarded message:

From: Becky McKirahan <Becky@TacoBird.com>
Date: February 15, 2019 at 11:31:02 AM EST
To: BoE Email <boe@hcpss.org>
Cc: John DiPaula <John_DiPaula@hcpss.org>, "marcy_leonard@hcpss.org" <marcy_leonard@hcpss.org>
Subject: [External] Hammond and Little Bear Program

Dear Board of Education Members,

I wanted to follow-up on the discussion that was held during last night's meeting in reference to the Day Care Center and Little Bear Nursey Program. I was a parent representative on the Planning Advisory Committee, and attended all the meetings about the renovations. During those meetings we were told repeatedly that the Little Bear Nursey CTE program was being deleted and were devastated by the news. Hearing the testimony last night you were given about this was very confusing.

RESPONSE: The Little Bears program will be impacted with the relocation of the Public School Employee Child Development Program (PSECDP). As previously discussed, Little Bears will be discontinued and replaced with the PSECDP. My apologies if we

misspoke last evening while answering any questions.

Now children come in from the community to participate in the program. [REDACTED]

[REDACTED] We were told the Hammond Students will have 'access to the daycare' kids to study for program. I would hope that you all have the opportunity to speak to Dr. DiPaula and Mrs. Lancaster, coordinator of the program, their thoughts on how this would change the culture of our Little Bear Program as we have it now.

RESPONSE: The students enrolled for teacher academy currently interact with the Little Bears program and this will not change with the PSECDP. Please note, that the teacher academy students at other schools (e.g., LRHS, OMHS, etc.) use the PSECDP as part of the program.

I am very concerned about the classroom square footage, administrative area and 5 parking spaces this Day Care center requested at Hammond. I am interested to see the final plans being shared during the February 28th meeting and to compare the specifications with other High Schools in Howard County. It is disconcerting that space is very limited at Hammond and yet 2500 square footage is allocated, compared to High School #13 that has 950 square feet per the last plans I saw. Why are we taking space away from a renovation that is limited by so much, compared to adding it to a brand new school? I certainly hope the most has been made out of available space for our Hammond Bear Students.

RESPONSE: Space is not being taken away from the Hammond HS

programs. It is additional space added to the facility specifically for the PSECDP. If this program were not included, then the related spaces would not be built. The program is being located at Hammond because of its central location from where it originated in order to serve a similar population, including teacher academy students.

Becky McKirahan

From: [Scott Washington](#)
To: [e \(the4penas@verizon.net\)](mailto:e(the4penas@verizon.net))
Cc: [BoE Email](#); [Michael Martirano](#); [Karalee Turner-Little](#); [Monifa McKnight](#); [Jason J. McCoy](#); [Anissa Brown Dennis](#); [Marcy Leonard](#); [John DiPaula](#); [Renee Kamen](#); [Daniel Lubeley](#); [Kathleen V. Hanks](#)
Subject: RE: [External] Little Bears Program at Hammond High
Date: Friday, February 15, 2019 1:22:10 PM

Good Afternoon,

We are in receipt of the below message in regards to the Little Bears Program at Hammond High School. Please see the below responses (in blue). Please note, the below responses are in coordination with the Public School Employees' Child Development Program (PSECDP). For additional questions regarding the intricacies of the program's operations feel free to contact Mr. Aaron Tobiason, who is the current President of the organization. He is more than happy to assist with any further questions, and can be reached via email at president@psecdp.org.

Scott W. Washington | Director
Capital Planning and Construction
Howard County Public School System
410.313.6807 [p] 443.388.6009 [c]
School Planning – Capital Budget – School Construction

Begin forwarded message:

From: e <the4penas@verizon.net>
Date: February 15, 2019 at 9:58:21 AM EST
To: boe@hcpss.org, marcy_leonard@hcpss.org, john_dipaula@hcpss.org
Subject: [External] Little Bears Program at Hammond High

Dear Board of Education members,

I watched the meeting on 2/14/2019 and there was a brief discussion about the future day care program that will be moving into Hammond upon completion of the renovation. I attended every committee meeting about the plans and design for the school and have talked to many of you about my concerns about this program. I want to point out that there appears to be some misinformation that was provided last night.

Ms. Mallo asked what would happen to the Little Bears Program when this day care center opens and was told that it would not be impacted. That question came up many times during our committee meetings and we were informed, repeatedly, that Little Bears would *not* operate after the program opened.

RESPONSE: Yes, the Little Bears program will be impacted with the relocation of the Public School Employee Child Development Program (PSECDP). As previously discussed, Little Bears will be discontinued and replaced with the PSECDP. My apologies if we misspoke last evening while answering any questions.

Also regarding the space requirements, you were informed that it was about two classrooms. In the design, it is about 2500 sf, or three classrooms. I also noted that when describing the programs currently offered at other schools, only one classroom was being used for day care, only the program at Hammond would be larger.

RESPONSE: The PSECDP spaces will be two classrooms, an office space, bathrooms, and storage. The total square footage is approximately 1,950. There is a third CTE space for the teacher academy, which is a HCPSS-based program which was mentioned to the Board at last evening's session. This program is throughout HCPSS and is the partnership between PSECDP and HCPSS, where the students enrolled use the daycare for observation and other programmatic requirements. Please note, that due to special education enrollment growth needs, we are required to reclaim both special education spaces at Cedar Lane. Because the PSEDCP program is paired at Cedar Lane, it is necessary to relocate them together. Hammond HS renovation/addition provided this opportunity.

During committee meetings, we counted classrooms and discussed when spaces we would have to give up in order to have enough classrooms to meet the needs of our students, and yet we are giving classrooms for this program.

RESPONSE: Please see staff response above.

In the schools where this program is currently running, how many teachers and HCPSS employees are actually taking advantage of the program?

RESPONSE: PSECDP has 76 current families who are HCPSS Employees. Out of the 76 HCPSS Employees, 10 families have multiple children enrolled.

What is the actual capacity and current enrollment?

RESPONSE: The total licensed capacity at all five sites is 112 children. The current enrollment vs capacity at each location is as follows:

- Atholton HS- 15/16,
- Cedar Lane Infants- 12/12,
- Cedar Lane Preschool- 20/20,
- Long Reach HS- 11/16,
- Marriotts Ridge HS- 11/15,
- Oakland Mills- 16/15* (Includes part-time enrollment).

Are there waiting lists and how do they monitor the need? I know that this is also open to Howard County government employees.

RESPONSE: The waiting list (by site is as follows)

- Cedar Lane Infants: all are HCPSS employees (20 families on the waitlist)
- Cedar Lane Preschool: HCPSS employee (1)

- Oakland Mills HS: HCPSS employee (1)
- River Hill HS: (1)

How many of the children currently enrolled are not children of HCPSS employees and should our students be giving up space in their school to provide child care for employees that are not a part of the school system?

RESPONSE: The program is designed for HCPSS employees, which means HCPSS employees receive first preference. Howard County government employees receive second preference. Anyone related to HCPSS employees receive third preference, and any spaces left are available for community members.

Are there day care children in our schools who's parents do not work for either HCPSS or HoCo? We were told that it would be open to anyone if there was not enough interest from HCPSS or HoCo employees.

RESPONSE: Currently, there are seven families not affiliated with HCPSS; one enrolled child has an HCPSS parent and a parent in the military.

Sincerely,

Carleen Pena

From: [Renee Kamen](#)
To: [Jennifer Mallo](#); [Anissa Brown Dennis](#); [Karalee Turner-Little](#); [Michael Martirano](#); [Mark Blom](#); [BoE Email](#)
Subject: RE: Amended Agreement and Lease
Date: Monday, February 11, 2019 10:56:34 AM
Attachments: [04 10 2014 Lease Agreement for Public School Employees Child Development Center BR.pdf](#)

Ms. Mallo:

The original lease is attached. It was presented to the Board on April 10, 2014. I will make the change to the year as well. Thank you.

If there are additional questions, please feel free to contact me.

Kindest regards,

-renée

Renée M. Kamen, AICP, Manager
School Planning
Howard County Public School System
renee_kamen@hcpss.org
410.313.7184 (p)

From: Jennifer Mallo <Jennifer_Mallo@hcpss.org>
Sent: Friday, February 8, 2019 6:09 PM
To: Renee Kamen <Renee_Kamen@hcpss.org>; Anissa Brown Dennis <Anissa_BrownDennis@hcpss.org>; Karalee Turner-Little <Karalee_TurnerLittle@hcpss.org>; Michael Martirano <Michael_Martirano@hcpss.org>; Mark Blom <Mark_Blom@hcpss.org>; BoE Email <boe@hcpss.org>
Subject: Amended Agreement and Lease

Renee,

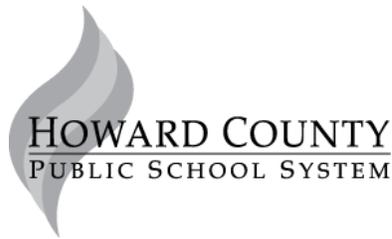
In reviewing the amended agreement, I am curious about the original agreement. Can we please receive an electronic copy of the original lease?

Thank you in advance.

There is also a small typographical error in the date at the top of the second page which needs to be changed to 2019.

Thank you,
Jen

Jennifer Swickard Mallo
Howard County Board of Education Member
410-355-7043 Direct
410-313-7194 Office



**BOARD OF EDUCATION OF HOWARD COUNTY
MEETING AGENDA ITEM**

TITLE: Lease Agreement for Public School Employees Child Development Center of Howard County **Date:** April 10, 2014

PRESENTER(S): Ken Roey, Chief Facilities Officer
Fran Beall, Program Coordinator

Overview:

Since 1989, the Howard County Public School System has maintained an agreement and lease with the Public School Employees Child Development Center of Howard County, Inc. Currently, there are 105 children enrolled at the following sites:

Cedar Lane 11630 Scaggsville Road, Fulton, MD 20759
 Long Reach High School 6101 Old Dobbin Lane, Columbia, MD 21045
 Marriotts Ridge High School 12100 Woodford Road, Marriottsville, MD 21104
 Oakland Mills High School 9410 Kilimanjaro Road, Columbia, MD 21045
 River Hill High School 12101 Clarksville Pike, Clarksville, MD 21029

The program has reached its maximum enrollment and currently maintains a waiting list. Opening a sixth site at Atholton High School would help address both employee needs and those of the Atholton Teacher Academy. Attached is an updated agreement and lease that adds Atholton High School as a sixth site for the child development program.

RECOMMENDATION/FUTURE DIRECTION:

We recommend that the Board approve the attached agreement and lease.

**Submitted
by:**

**Approval/
Concurrence:**

Ken Roey
Chief Facilities Officer

Renee A. Foose, Ed.D.
Superintendent

Camille Jones
Chief Operating Officer

Susan C. Mascaro
Chief of Staff

AGREEMENT AND LEASE

This Agreement (“Agreement”) made this 10th day of April, 2014, by and between the Board of Education of Howard County (“the Board”) and the Public School Employees’ Child Development Center of Howard County, Inc. (“The Program”).

Recitals

WHEREAS, the Board has determined that the employees of the Howard County Public School System need reliable child care services that will enable the employees to perform their work in a more efficient manner;

WHEREAS, the Board has acted to help meet the need of employees for child care by supporting the establishment on school property of a program that will make available child care services to school employees;

WHEREAS, the Board has caused the establishment of a nonprofit corporation entitled, “The Public School Employees’ Child Development Program of Howard County, Inc.” which exists as a separate entity that will direct and manage a child care program and be responsible for its operation, including its financial management;

NOW THEREFORE, in consideration of the premises and good and valuable consideration receipt of which is hereby acknowledged, the parties agree as follows:

1. Child Care Services. The Board hereby contracts with Program to provide a child care program for youngsters between the ages of 6 weeks and 5 years. This child care will be made available on a priority basis to all employees of the Howard County Public School System, as space permits. If space is available, individuals who work for the County or the State, who serve as volunteers in the public school, and members of the larger community may also contract with the Program, in this order of priority.
2. Financial Operation. The Program shall establish a fee schedule for child care services it provides and shall be solely responsible for the financial operation of child care program, including the hiring of employees, obtaining supplies, etc. The Board will allow school system employees to request payroll deduction of their tuition fees and the school system will deduct the same and forward them to the Program.
3. Equal Opportunity. In its enrollment and employment practices, the Program agrees not to discriminate against any person on the basis of race, color, religion, sex, national origin, marital status, or handicap.
4. Educational Partnerships. The parties agree that the Program will have sole responsibility for designing and implementing all aspects of the child care program, including any component relating to preschool education.
 - 4.1 In accordance with the written Partnership Agreement between the Program and the Office of Instruction and Curriculum, the Program will provide a lab school setting for observations, one-on-one and small group interactions, and lesson development and delivery for high school students enrolled in either the Early Childhood or Teacher Academies. In return, the school administrators and ECD/Teacher Academy teachers are responsible for curriculum expectations specified in the Partnership Agreement. Expansion of the Program to other school sites will be based upon the

mutual agreement of both parties.

- 4.2 In accordance with the written Partnership Agreement between the Program and the Office of Early Intervention (Cedar Lane partnership), the Program will participate in early childhood instruction, with the HCPSS Cedar Lane Preschool Program, through collaboratively planned and co-taught activities for all preschool-aged children enrolled in both programs at the Cedar Lane campus.
- 4.3 The Program will provide work study and internship opportunities for high school students on a paid basis (when available) and/or volunteer basis. Preference is given to high school students enrolled in the Early Childhood or Teacher Academies. Students working in the centers fewer than 10 hours weekly must provide proof of age and identification, a completed OCC 1204 Employment Medical Report, and complete a PSECDP staff emergency form and discipline policy form. Students volunteering in a center ten or more hours must provide all of the above plus a State of Maryland and an FBI Criminal History Record check. The Program does not pay the cost of the background check. The Program reserves the right of final approval for any student's participation in this partnership.
5. Term. This Agreement is for a two-year term commencing July 1, 2014 and ending June 30, 2016. Thereafter, it shall automatically renew for 2 year terms unless terminated by either party at least 180 days prior to the renewal date in accordance with Section 7.
6. Lease of Premises. During the term of the Agreement, the Board hereby leases to the Program space at the following sites:

Atholton High School 6520 Freetown Road, Columbia, MD 21044
Cedar Lane 11630 Scaggsville Road, Fulton, MD 20759
Long Reach High School 6101 Old Dobbin Lane, Columbia, MD 21045
Marriotts Ridge High School 12100 Woodford Road, Marriottsville, MD 21104
Oakland Mills High School 9410 Kilimanjaro Road, Columbia, MD 21045
River Hill High School 12101 Clarksville Pike, Clarksville, MD 21029

The Board also leases office space to the Program in a location determined by the Board. The Program has access to its office space Monday through Friday, year-round. The individual school sites and the office space are referred to as the "Leased Premises."

The Program, its agents, employees, and invitees, shall comply with the Board's reasonable regulations for access to the Leased Premises during regular business days, Monday through Friday.

- 6.1 The Program shall pay the Board an annual rent of \$1.00.
- 6.2 The Board shall provide access to its email service to the Program Director and Assistant Program Director.
- 6.3 The Program shall have nonexclusive use of the outside play areas established by the Board Monday-Friday, from 6:30 a.m. to 6:00 p.m.; subject to the provisions of the Board of Education Policy #10020, Use of School Facilities. The Program shall have exclusive use of outside play areas established by the Program.
- 6.4 The Program and its invitees shall have the nonexclusive right to use the school

parking lot. The parking lot will be for general use; parking spaces may be assigned at the discretion of the school principal. The Board shall have no liability for any damages or losses to vehicles parked by the Program employees, volunteers, agents or invitees.

- 6.5 The Leased Premises shall be used and occupied by the Program during the entire term of the Lease only for the purposes of a child care program. The Program shall not use or knowingly permit any part of the Leased Premises to be used for any unlawful purpose. The Program agrees to comply with all Federal, State, and County laws and ordinances and all rules and regulations and orders of any duly constituted authority, present or future, which apply and affect conduct of the Program's business on the Leased Premises. The Program shall be solely responsible for obtaining any license or permits required for operation of its programs.
- 6.6 During the term of Lease, the Program shall make no improvements, modifications or alterations, nor install any fixtures without first obtaining written consent from the Board or its agents unless authorized by the Board. The Program expressly covenants that upon termination of this Agreement, if requested by the Board, it will remove all such improvements, equipment and fixtures, and will restore the Leased Premises to the original condition and leave the Leased Premises in good repair. The Board will not be liable for any labor or materials furnished to the Program on its order and no lien, therefore, shall attach to or affect the interest of the Board in and to the Leased Premises.
- 6.7 The Program covenants and agrees that it shall not erect or place any signs, lights, awnings, or poles on the exterior of the premises or any signs upon the interior if visible from the street without the written consent and approval of the Board or its designee.
- 6.8 The Program will keep and maintain the Leased Premises in compliance with all Federal, State, and County requirements for the safe and healthy operation of a child care program at its expense.
- 6.9 The Board shall furnish to the Leased Premises electricity, heat, air conditioning, water, sewer and grounds care, and garbage and snow removal reasonably necessary for the Program's use of the Leased Premises. The Board may interrupt or suspend the supply of such services to the Leased Premises, and will make every effort to provide at least one day's notice unless an emergency occurs, in order to make necessary repairs or improvements to the Leased Premises and shall not be liable to the Program for any losses resulting therefrom or from any other interruption or suspension of services. The Board shall further provide reasonable custodial services including the daily, weekly, bi-weekly, semiannual and "as needed" performance standards detailed in the HCPSS Department of School Facilities Service Solutions Manual. Repairs that are necessitated by the ordinary and reasonable use and occupancy of the Leased Premises, including but not limited to repairs to the plumbing, electrical, and heating systems, will be performed in a timely fashion to satisfy health and safety standards established by the Maryland Department of Education Office of Child Care for operation of a child care program. In addition, the Board will provide internal email service to both the Program Director and Program Secretary.

- 6.9.1 Insurance as required hereunder shall be in force throughout the term of the Agreement. Original certificates signed by authorized representatives of the insurers or, at the Board's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until (60) days prior written notice has been given the Board.
- 6.9.2 All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Board. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless the Board grants specific approval for an exception.
- 6.9.3 Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Program, and are subject to Board approval.
- 6.9.4 Commercial general liability insurance for bodily injury, personal injury and property damage including loss of use, with minimum limits of:
- \$ 1,000,000 each occurrence;
 - \$ 1,000,000 personal and advertising injury;
 - \$ 2,000,000 general aggregate;
 - \$ 2,000,000 products, completed operations aggregate.

This insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;
- ii. Liability arising from the actions of independent contractors;
- iii. Liability arising from products and completed operations;
- iv. Contractual liability including protection for Program from bodily injury and property damage claims arising out of liability assumed under this Agreement; and
- v. Liability arising from child care. (Any specific child care exclusion shall be deleted)

- 6.9.5 Workers Compensation Insurance with statutory benefits as required by state and federal law.
- 6.9.6 Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:
- \$ 1,000,000 per occurrence;
 - \$ 1,000,000 aggregate for other than products/completed operations and auto liability; and
 - \$ 1,000,000 products/completed operations aggregate.

and including all of the following coverages on the applicable schedule of underlying insurance:

- vi. Commercial general liability;
- vii. Business auto liability; and
- viii. Employers liability.

- 6.9.7 All risk (special form) property insurance which insures against direct physical loss of or damage to the Program's personal property, fixtures and equipment located in or at the Board's premises, on a replacement cost valuation basis, with limits not less than 90% of the insurable replacement cost of all of Program's personal property, fixtures and equipment located therein.
- 6.9.8 The Board of Education of Howard County and its elected and appointed officials, officers, employees and authorized volunteers shall be named as additional insureds on Program's commercial general liability insurance and umbrella excess or excess liability insurance policies with respect to liability arising out of or related to Program's use, occupancy or maintenance of the Board's premises or operations incidental thereto.

Special Note: ISO forms CG 2009 and CG 2010 entitled "Additional Insured - Owners, Lessees or Contractors – Scheduled Person or Organization" (previously Forms A and B respectively) are NOT ACCEPTABLE. ISO form CG 2026 entitled "Additional Insured - Designated Person or Organization" or a manuscript endorsement with the above wording is required.

- 6.10 To the fullest extent permitted by law, the Program shall be solely responsible for any loss or damage to property of the Program or its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to premises of the Board.
- 6.11 To the fullest extent permitted by law, the Program shall defend, indemnify and hold the Board and its elected and appointed officials, officers, employees and authorized volunteers harmless against all liabilities, loss, damage and expenses, including court costs and attorneys' fees, incurred or suffered by the Board or its elected or appointed officials, officers, employees or authorized volunteers as a result of the failure of the Program, its agents or employees, to perform any covenant hereunder or for any accident, injury, or damage to persons or property occurring in the Leased Premises or resulting from the Program's use and occupancy of the Leased Premises.
- 6.12 The Board shall have the right to enter the Leased Premises at reasonable times to examine the same or to show the Leased Premises to prospective tenants or to effect repairs. The Board shall provide one day's notice of such visits or repairs, if at all possible. The Program shall not assign this Lease or sublet to any person or entity without the written approval of the Board.
- 6.13 If the Leased Premises are damaged by fire or other casualty without fault or negligence on the part of the Program, the Board, unless it shall elect otherwise, as hereinafter provided, shall promptly repair the same. If the Leased Premises are damaged by fire or other casualty, the Board or Program, if such damage is not the result of an act of negligence of the Program and if the Leased Premises are thereby rendered wholly or partially untenable, may elect to terminate this Agreement as hereinafter provided.

- 6.14 Abandonment of the Leased Premises; a breach of any of the covenants or conditions of this Agreement continuing for more than five (5) days after written notice from the Board; the death, dissolution or commencement of any proceedings to dissolve the Program; the termination of existence; insolvency, business failure, appointment of a receiver, assignment for the benefit of creditors of all or any part of the property of the Program or commencement of any proceeding under any bankruptcy or insolvency law by or against the Program shall be deemed a default by the Program under this Agreement. No failure on the part of the Board to enforce any covenant or provision herein, nor the Waiver of any right hereunder by the Board shall discharge or invalidate such covenant or provision or any other covenant, condition, or provision hereof, or affect the right of the Board to enforce the same in the event of a subsequent breach of default.
- 6.15 In the event of default by the Program, the Board may, at its option, without notice to the Program, terminate the Lease provision and reenter the Leased Premises and again have, possess and enjoy the same as of its former estate. But such reentry shall be deemed an acceptance of a surrender of this Lease. In the event of termination for default, the Program shall remain liable for all its obligations under this Agreement and for such loss and damages as the Board may sustain as a result of the Program's breach hereof.
- 6.16 In the event of any breach of any covenant, condition or provision of this Lease by the Program, the Board may, after reasonable notice to the Program, cure such at the expense of the Program. The Program shall promptly reimburse The Board for any expense, including reasonable attorneys' fees it may incur as a result of any breach hereof by the Program.
7. Termination. Either party has the right to terminate this Lease, or any portion thereof, upon one hundred eighty (180) days written notice to the other party. For the stability of the children and employees, every effort will be made to allow the Program to complete a full academic year.
8. The Program agrees to execute all such other and additional instruments or letters as the Board may consider necessary or appropriate hereto, including but not limited to, confirmation of beginning date of lease terms, memorandum of the lease for recordation, and instruments necessary to effect subordination of this Agreement.
9. Governing Law. This Lease shall be governed by, construed and enforced in accordance with the laws of the State of Maryland.
10. This Agreement contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing, executed by the parties.

In agreement hereof, the parties have affixed their signatures.

APPROVED

Superintendent of Schools

Chairman, Board of Education

Program Coordinator, Public School
Employees Child Development
Program

Chair, Board of Directors
Public School Employees Child
Development Program