

U.S. ENVIRONMENTAL PROTECTION AGENCY, RESEARCH TRIANGLE PARK, NORTH CAROLINA

LICENSE AGREEMENT FOR USE OF REAL PROPERTY

April 12, 2016

This license agreement for use of real property (Use Agreement) is between the United States Environmental Protection Agency (EPA)-Research Triangle Park (RTP), North Carolina (Licensor), and the First Environments Parents' Organization (Licensee). The Licensor hereby licenses permission to the Licensee to use government facilities located at 109 T. W. Alexander Drive, Research Triangle Park, North Carolina, 27711 (Premises), solely for use in providing comprehensive child care services to parents and guardians only as authorized and specified in Section 4C of this agreement. This Use Agreement supersedes and replaces in its entirety all previous Use Agreements between the United States of America (the Government), represented by the U.S. Environmental Protection Agency and the First Environments Parents' Organization.

Note that for the purposes of this Use Agreement, the terms "Licensor" and "Licensee" shall be used in the context that EPA (the "Licensor") is granting permission to the Board of Directors for the First Environments Parents' Organization (the "Licensee") to use its government facilities to operate a child care center. The Licensee is viewed to encompass both the First Environments Parents' Organization and the actual provider of child care.

EPA is the Licensor. The National Institutes of Health, National Institute of Environmental Health Sciences (NIEHS) is a full partner in the child care center (the "Center") and will jointly fund the majority of government-provided operations and projects.

AUTHORITY

This agreement is granted pursuant to the authority of and subject to the conditions in 40 U.S.C., Section 590. The Licensee who provides child care at the site agrees to abide by the following:

TERMS AND CONDITIONS

SECTION 1 - GENERAL POLICY

A. Reporting Responsibilities: The EPA Director, Office of Administration and Resources Management (OARM) - RTP or his/her designee is the designated Child Care Project Officer (CCPO). The CCPO and an NIEHS designee, either the NIEHS Associate Director for Management or his/her designee, are the agencies' liaisons to the Center. All notices and reports required under the terms of this Agreement shall be delivered by the Licensee to the EPA-RTP Child Care Liaison, Mail Code C639-02, RTP, North Carolina, 27711 and to the NIEHS Child Care Liaison, Administrative Services and Analysis Branch, PO Box 12233, MD K1-03, Durham, NC 27713.

B. Oversight: The CCPO shall ensure that: (1) the terms and conditions of the Use Agreement are adhered to; and (2) this Use Agreement is reviewed annually and, if necessary, updated to reflect current operating policies and requirements. Under the terms and conditions of this Use Agreement, the CCPO may request a review of the Licensee's

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entire program, particularly in the event of grievances, allegations of discrimination, financial losses and liabilities or allegations of financial impropriety, and to ensure that the children of Federal employees are given priority enrollment.

C. Use Agreement: This Use Agreement shall be for an indefinite period and is subject to specified termination options, as well as an annual review by the CCPO. Notwithstanding the foregoing, the Licensor and Licensee recognize and acknowledge that the Licensor retains the right to solicit alternate child care providers to provide child care services to the Government in the premises. The EPA will formally review its option every five (5) years. A decision to exercise that option will be substantially based on the record of compliance with this Use Agreement. An annual review of the Licensee's compliance will be completed by EPA-RTP, and reported to the licensee and NIEHS Child Care Liaison.

1. The duties created in this Use Agreement shall not be delegated by the Licensee to any third party and the rights created shall not be reassigned.
2. This Use Agreement is not intended, and shall not be construed, to grant any leasehold or other interest in the Premises. This Use Agreement is terminable and revocable at will at any time by the Licensor upon six (6) months prior written notice to the Licensee, or immediately if there is a substantial breach of the conditions of this Use Agreement by the Licensee.
 - a. If at any time during the year the CCPO identifies that the Licensee is not in compliance with the performance standards set forth in this Use Agreement, the CCPO may elect to issue a cure letter to the Licensee requesting corrective actions. The cure letter will describe what issue(s)/violation(s) were identified and specify a timeframe(s) for corrective action completion.
 - b. Upon receipt of the cure letter, the Licensee shall make every attempt to address the issue(s)/violation(s) in the required timeframe(s). If the Licensee is unable to complete the corrections in a timely manner, the Licensee must immediately contact the CCPO to inform her/him of what actions have already been taken to resolve the matter, and what further actions remain to be taken to bring this matter to closure. The CCPO may extend the period of time for completion at its sole discretion.
 - c. If the Licensee elects to ignore a cure letter, or neglects to address an issue(s)/violation(s) in a timely manner (no later than forty-five (45) days from the date of the cure letter), the CCPO shall consider this course of action as noncompliant and request a meeting with the Licensee to discuss the matter in further detail.
 - d. Conditions for which a written notification of termination of the Use Agreement may be issued to the Licensee include the Licensee's continuous failure to adhere to the terms and conditions of this Use Agreement or jeopardizing the health and safety of the Center's occupants. Within thirty (30) business days of receipt of a written notification of termination of the Use Agreement to the Licensee, the Licensee shall notify all parents of children enrolled at the Center of the termination of its Use Agreement with the Licensor. The Licensor shall attempt to identify a suitable successor. The Licensee shall be given six (6) months to evacuate the Premises, although Licensor may extend this period of time at its sole discretion. If a suitable successor is found, the new child care provider shall be required in its Use Agreement to give priority

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placement to any parents currently under contract with the Licensee to every extent possible. The Licensors and the Licensee shall make every attempt during the transition period to minimize the disruption of the child care services being provided.

3. The Licensee may terminate this Agreement at any time upon six (6) months prior written notice to the Licensors. Nonetheless, the Licensee's obligations under the provisions of this Use Agreement for any requirements pertaining to the period when the Licensee occupied the Premises shall survive the Use Agreement's termination (if for example, the Licensee damages the Premises and the Licensors terminates the Use Agreement, the Licensee remains responsible for repairing the Premises).
 4. All parties in this contract will notify the other parties in this contract within 30 days of any changes in staff in any named roles.
- D. Space: The Licensors will provide approximately 25,400 square feet of space for administration, classrooms, storage area, bathrooms, and a kitchen in the premises to accommodate current legal and licensed capacity (approximately 200 children), and the Licensee's staff. The Licensors will provide approximately 47,000 square feet of dedicated outside space for an outdoor learning environment. Limited use of parking spaces for parent drop off/pick up will be provided adjacent to the Center through issuance of special child care parking permits.
1. The Licensors will ensure that the Premises are in compliance with all necessary Federal guidelines including those of the Uniform Federal Accessibility Standards, 41 C.F.R. Part 101-19, the Federal Handicapped Access regulations contained in C.F.R. Title 29 "Reasonable Accommodation", the Architectural Barriers Act of 1968 (42 U.S.C. 151 et seq.), and the American with Disabilities Act of 1990 (42 U.S.C. 12184 and 12204).
 2. The Licensors shall be responsible for providing and maintaining physical security at the premises. This security may include personnel, fencing, alarms, and other security devices, as deemed necessary by the Licensors.
- E. Use of Property: Use and occupancy of the Premises shall be under the general supervision and subject to the approval of the Director, OARM-RTP, or his or her designee, who shall administer the terms and conditions of this Use Agreement in coordination with the CCPO, and subject to such further requirements as may be from time to time prescribed by the Licensors, or other authorized Government agencies, that affect child care policy and procedures, and are determined to be in compliance with State and Federal regulations. The Licensee will review such requirements and, if deemed appropriate by the Licensors, provide concurrence.
1. At the election of the Licensors, upon termination of this Use Agreement or abandonment of the Premises by the Licensee, the Licensee, at its own sole and total expense, excepting reasonable wear and tear, shall restore the Premises to the same condition as that existing at the time of entry, other than changes approved by the CCPO or conditions as a result of routine wear and tear. A joint written inspection report showing the condition of the Premises will be prepared prior to the signing of this Use Agreement and made a part hereof. A copy of this report shall be provided to the Licensee within thirty (30) business days following completion of the inspection.

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2. The Licensee shall not use or permit the use of the Premises for the manufacture, storage, dispensing, sale, or use of intoxicants or illicit drugs, and shall not allow gambling or any illegal practices on such property.
 3. The Licensee shall comply with applicable EPA Campus Policies and Procedures to include, but is not limited to: security, health and safety, transportation and parking, environmental management and any other applicable campus policy.
 4. The Licensee shall notify the CCPO in writing or by e-mail no less than five (5) business days in advance of any special events, group functions, or activities planned at any time (either during or after normal business hours).
 5. The Licensee shall notify the CCPO in writing or by e-mail within five (5) business days of approval of any requests from a university, medical center, government or private organization, or individual seeking to conduct research using any of the children enrolled within the Center.
 6. The Licensee shall notify the CCPO in writing or by e-mail immediately upon receiving any requests from a university, medical center, government or private organization, or individual seeking to photograph and/or videotape the Premises, or photograph, videotape, or interview any of the children enrolled with the Center. All such requests shall be subject to the CCPO's written approval. Photographs and videotaping by the Licensee's staff and families of children enrolled with the Center will be permitted. The CCPO shall be responsible for processing such requests in a timely manner and facilitating any additional public affairs or security issues which may arise.
 7. The facility and amenities provided are part of an award-winning, environmentally friendly campus. Sustainable principles and environmental stewardship were incorporated into the design of this center and as such, the Licensee should observe and support the agencies' Environmental Management Systems by properly managing the environmental impacts of its operations and facilities.
- F. Conduct: The Licensee and all parties under its supervision are obligated to conduct themselves in a courteous and professional manner.
- G. Conflict of Interest: All parties to this Use Agreement agree to not take advantage of their official positions to either gain preferential treatment, or to give same to any individual, in connection with enrolling children in the child care facility.
- H. Utilities, Building Services, and Maintenance: The Licensor will provide the utilities for heating, ventilation and air conditioning, electricity, and water necessary to operate the Center. The Licensee shall notify the Building Management Help Desk at 541-2174, of any routine facility-related deficiencies that require corrective action. The EPA Project Officer for the Operations and Management (O&M) contract (or alternate) will coordinate all work through the O&M contractor with the Center and the contractor shall respond within 72 working hours from the time that the O&M Project Officer approves the request unless the deficiency is considered an emergency. The O&M Project Officer will coordinate all repairs requiring more than 24 hours that may have an impact on the Center's operations with the Licensee in advance in order to establish an acceptable time frame for this work to be performed. The O&M Project Officer will provide the status of all service calls upon request.

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1. The Licensor will provide the necessary service/maintenance contracts for all Government-owned equipment and systems. The O&M Project Officer will coordinate all service/maintenance calls with the CCPO and the Licensee in advance to minimize any impact on the Center's operation. The Licensor will provide janitorial services based on a daily and weekly schedule and is subject to the CCPO's approval after discussion with the Licensee. The Licensee will work in partnership with the Licensor to minimize the need to perform above-normal standard cleaning by ensuring that the Licensee's internal good housekeeping practices/policies are adhered to by all parties under its supervision.
 2. The Licensor will provide normal building and grounds maintenance on a routine and as needed basis. To the extent possible, both parties commit to coordinating the maintenance activities with the program staff.
- I. Alterations/Renovations/Construction: The Licensee shall make no structural alterations, renovations, or alterations to the Premises or fixtures without the prior written approval of the EPA FMSD Director or designee except on an emergency basis.
1. In the event that an emergency arises and an alteration to the Premises or fixtures is necessary to protect the health or safety of the Licensee's occupants, the Licensee may make the alteration only immediately after receiving a verbal authorization from the EPA FMSD Director or designee or his/her designee. The CCPO will provide a written concurrence to the Licensee within 72 hours after a verbal authorization has been given.
 2. Within five (5) business days after any emergency alterations are made, the Licensee will provide the EPA FMSD Director or designee a follow-up written summary describing what type(s) of alterations were performed and the justification for the alterations.
 3. If the Licensee determines that a non-emergency alteration needs to be performed to protect the health or safety of the Licensee's occupants, or comply with licensing requirements, the Licensee will forward a written request to the CCPO indicating the location(s), what the alteration will entail, and a justification for the alteration. The EPA FMSD Director or designee will have ten (10) business days to review the request and provide a written response back to the Licensee indicating whether the request is approved or denied. If the request is approved, the CCPO will coordinate the work with the O&M Project Officer, if necessary, and provide the Licensee with an acceptable timeframe for this work to be performed.
 4. If the Licensee determines that an enhancement, e.g., installation of wall-mounted shelves, chalk/tack boards, needs to be performed to improve the Licensee's operations, the Licensee will forward a written request to the CCPO and EPA FMSD Director or designee explaining and justifying the enhancement. The CCPO will review the request and provide a written response back to the Licensee indicating whether the request is approved or denied. If the request is approved, the EPA FMSD Director or designee will coordinate with the work with the O&M Project Officer, if necessary, and provide the Licensee with an acceptable timeframe for this work to be performed.
- J. Liability: The Licensor shall not be liable or responsible in any manner whatsoever to the Licensee for any damage or any nature whatsoever arising from the termination or revocation of this Use Agreement. The Licensee shall

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indemnify and hold the Government harmless from any liability or responsibility of any nature whatsoever arising directly or indirectly from the Licensee's activities on the Premises.

SECTION 2 - GENERAL ADMINISTRATION

- A. Use of Premises: The Licensee shall confine its use of the Premises strictly to the purpose for which this Use Agreement is made, as herein stated, including parent and staff education events, specialized activities for children, camps, fundraising and shall so exercise the privilege granted so as to avoid marring the appearance or neatness of the Premises, or obstructing access thereto, or interfering with the transaction of Government business or the convenience of the public, or jeopardizing the safety of persons or property.
- B. Safety: The Licensee and all parties under its supervision (full time and part-time employees, consultants, substitutes, cooks, and regular volunteers) shall comply with all Federal, State and Local safety policies, including the EPA-RTP Smoking Policy. Further, the use of e-cigarettes is not permitted on the Center's campus. (Please note that the OARM Health and Safety Officer is the lead EPA Safety Official for child care concerns.) The Licensee will submit and post its emergency evacuation plan for the Center and will conduct fire drills at least monthly. A copy of such plan shall be provided to the EPA OARM Health and Safety Officer within thirty (30) days after the signing of this Use Agreement and within thirty (30) business days after any amendment of such plan.
- C. Background Checks: The Licensee shall adhere to the established requirements outlined in 42 Section 13041, the Crime Control Act of 1990, and ensure that all parties under its supervision submit to a criminal history background check. Parents of children attending the Center who have a federal affiliation, and under-age student volunteers such as those participating in school-sponsored community services activities are excluded.
1. The Licensee shall ensure that all parties under its supervision successfully undergo a provisional appointment (limited) background suitability check before being allowed to work without direct supervision in the Center. 42 U.S.C. Section 13041, Subsection (2)(b)(3) permits an agency or facility described in subsection (a)(l) to hire a staff person provisionally prior to the completion of a background check if, at all times prior to receipt of the background check during which children are in the care of the person, the person is within the sight and under the supervision of a staff person with respect to whom a background check has been completed.
 2. The Licensee shall ensure that all parties under its supervision undergo a pre-employment check of fingerprint classification and name check maintained by the Federal Bureau of Investigation (FBI) through the Federal Protective Service, Department of Homeland Security, prior to beginning employment in the Center.
 3. The Licensee shall ensure that all parties under its supervision undergo a new background check every five (5) years during their employment at the Center.
 4. Employees who have been convicted of sex crimes offenses, involving children as victims, or drug felonies will be dismissed or denied employment.

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- D. Employee Identification: Parking Permits and Keys: The Licensee shall ensure that all parties under its supervision comply with all building regulations and special building security arrangements. These arrangements include the display of EPA-furnished ID badges at all times while on the EPA Campus or in an EPA-owned or leased facility. All EPA-furnished ID badges, parking hang tags, and keys remain the property of the Government and must be surrendered to the EPA OARM Security Manager by all employees leaving the Center's employment. Such ID badges, parking hang tags, and keys must then be immediately returned to the EPA OARM Security Manager.
- E. Equipment: The Licensor may provide equipment, furnishings, and furniture as determined necessary by the Licensor and the Licensee, and as funds are available for existing facilities. Educational and all other supplies for daily operation will be provided by the Licensee.
1. The Licensor shall equip the Center with computers (if available from existing inventory) with limited Internet access for the Licensee's staff. If there are no computers available in the existing EPA or NIEHS inventories, it is at the licensor's discretion if new computers will be purchased. The Licensee shall ensure that all parties under its supervision adhere to the current EPA Personal Use Policy "Limited Authorized Personal Use of EPA Information Technology (IT) Resources", and as amended.
 2. The Licensor shall provide basic computer support (i.e., software upgrades, installations, etc.) to the licensor owned computers to maintain current operating policies and requirements as deemed necessary by the Licensor and the Licensee for the Center's operations. Any additional software or hardware purchases, upgrades or installation required by the Licensee shall be reviewed and approved by the Licensor prior to implementation.
- F. The Licensee will acknowledge receipt of all items of equipment and other property provided by the Licensor, to the CCPO in writing within thirty (30) days after the signing of this Use Agreement, and shall provide standard and routine care of any Government furnished equipment during the term of this Use Agreement.
- G. The Licensee shall be responsible for any damages to Government-furnished equipment and space arising from wrongful acts or acts of negligence that arise from the Licensee's and/or any parties under its supervision failure to use such care as a reasonably prudent and careful person would use under similar circumstances. The Licensee will reimburse the Licensor for all costs incurred due to wrongful acts or acts of negligence.
- H. Obligations: The failure of either party to insist on any one or more instances on performance of the terms or conditions of this Use Agreement shall not be construed as a waiver or relinquishment of the future performance of any such terms or conditions. The party's obligations to such future performance shall continue in full force and effect.
- I. Security: EPA provides the following security services to the Center: monitor traffic conditions in the parking lot at prime times in the morning and afternoon during student drop off and pick up, conduct rounds in the building to evaluate building conditions, manage EPASS ID access and issuance, assign building codes for access, and manage parking hangtags. EPA security will respond to emergency requests from the Center and coordinate response from local authorities. EPA realizes that the sponsoring parent or guardian per section 4C of this agreement may need to designate an alternate adult (i.e. spouse or grandparent) to be authorized to access RTP campus to drop off or pick up a child. Sponsoring parents or guardians may designate their alternate in writing. Parents or

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guardians and their designated alternate adult are subject to security and EPA campus access procedures including vehicular placards or decals that may be required or changed/updated from time to time. Only EPA or NIEHS security can issue RTP campus access credentials to parents or guardians or the alternate adult. For parents and/or guardians in need of campus access who do not have EPA or NIEHS/NIH credentials for campus access, the EPA Security Office will grant a campus access credential.

- J. Warehouse Services – EPA will provide limited and temporary warehouse services to the Center. Quantities of items for storage must be fair and reasonable. Center staff will be required to evaluate items in storage at the warehouse quarterly. Stored items that are not used and remain in inventory for more than one year may be excessed if not removed from storage. This service may be discontinued at any time as deemed necessary by the government.
- K. Animals: In accordance with Federal Building Management Regulations, only documented service animals will be permitted in the Center, except for animals (e.g., turtles, hamsters, gerbils, guinea pigs, fish, insects, or rabbits) used for educational purposes.

SECTION 3 - THE BOARD OF DIRECTORS - FIRST ENVIRONMENTS PARENTS' ORGANIZATION

- A. Appointment- Board of Directors: The Licensee will have a Board of Directors of no less than five (5) voting members as defined in Section 4C of this agreement to oversee the operations of the First Environments Early Learning Center.
 - 1. Composition of the voting Board members should strive to represent the present and anticipated diversity (including race, gender and family income) of the children enrolled at the First Environments Early Learning Center. Voting membership shall strive to include at least one EPA and one NIEHS/NIH employee that have a child currently enrolled in the Center.
 - 2. Non-voting Board members include the Center Director, a Center Administrator, and the Child Care Liaisons from EPA and NIEHS.
 - 3. No member of the voting Board or their spouse may be an employee of First Environments Early Learning Center or hold any other position in relation to the Center which would constitute a conflict of interest.
 - 4. Every effort will be made to ensure that the president of the board is a current federal employee of either EPA or NIEHS. If efforts to recruit a federal employee are unsuccessful, the child care liaisons will be notified in advance of any voting and with sufficient notice to assist in the identification process. In the event that the current President of the Board of Directors vacates his or her President position, a new election shall be held to reelect a President within 30 days. Until a proper election has been held to establish a new Board President, one of the remaining Board Members will serve as the acting President.
- B. By-laws: Within ninety (90) days after the signing of this Agreement, the Licensee will have completed the necessary internal action to begin the process of codifying the by-laws, updating the Parent Handbook and any other appropriate documentation or website, in order to be compliant with these terms. Copies of the by-laws and an up-

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to-date name, address, and telephone number lists of both staff and Board members shall be provided to the EPA and NIEHS Child Care Liaisons within two weeks after the initial 90 days, and as amended thereafter.

- C. Board Meetings: The Licensee will notify the EPA and NIEHS Child Care Liaisons of all Board meetings of the Board of Directors and will allow the Liaisons to attend the meetings as nonvoting members. Meetings shall occur in compliance with the Center Board's By-laws. Minutes shall be taken and provided to the Liaisons.
- D. Administration: Except for matters explicitly addressed in this Use Agreement, decisions and responsibilities with respect to the Center, levels of enrollment, fees, tuition, hiring, policy making, and all other aspects of the operation and conduct of the Center's business shall be the exclusive right, prerogative and responsibility of the Licensee. These elements of this information (enrollment, fees, and tuition) will be summarized in an annual report to be submitted no later than May 31. All other aspects of program information will be made widely available in a Center handbook.

The Licensee is responsible for performing an annual performance evaluation of the Center Director and annually conducting a Survey of Parents to determine parent satisfaction. The Licensor reserves the right to collaborate with the Licensee on such surveys in order to provide the Licensor with data and/or information for the purpose of documenting the benefit of the child care program to the agency(ies). Results of the surveys in both raw data and summarized form shall be provided to the EPA and NIEHS liaisons within 45 days of close of survey.

The Licensee shall be responsible for ensuring it maintains all current State and local licenses required to operate a child care facility and maintains compliance at all times with applicable codes and regulations; maintains its National Association for the Education of Young Children (NAEYC) accreditation through the renewal process of NAEYC's National Academy of Early Childhood Programs; has staff who are properly trained and qualified to work with a particular age group(s) as required by the State of North Carolina Child Care Center Licensing Regulations and NAEYC; and adheres to the requirements of the Use Agreement.

- E. Tax Exemption: The Licensee agrees to submit proof of its tax-exempt charitable and educational status under Federal and State laws.
1. The Licensee shall provide a copy of such status to the CCPO within thirty (30) business days after the signing of this Agreement and make available upon request each year thereafter.
 2. The Licensee shall notify the CCPO in writing immediately of any change in the manner in which it operates the facility or in its change of nonprofit status.
- F. Insurance - Liability and Medical: The Licensee shall provide and keep in force during the term of this Agreement, at its own cost and expense the following:
1. A minimum of \$1,000,000.00 comprehensive general liability insurance for the facility.
 2. A minimum of \$2,000.00 medical insurance per child.

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3. Workmen's Compensation Insurance covering all persons employed in connection with the operations of the child care center and with respect to whom death or bodily injury claims could be asserted against the offender with limits as required by the State of North Carolina.
 4. Comprehensive General Public Liability Insurance expressly covering the operations of the child care center with limits not less than \$1,000,000.00. The Licensee is required to provide insurance for sexual molestation.
 5. Comprehensive form of automobile liability with a minimum liability amount of \$1,000,000.00 single limit. Such insurance shall cover the child care center when privately owned vehicles are used for the purpose of official business, such as picking up necessary supplies.
 6. The Licensee shall make all current policies and certificates available for review upon request by the CCPO.
 - a. All policies or certificates issued by the respective insurers for insurance shall provide that such policies or certificates shall not be cancelled or materially changed without at least thirty (30) days prior written notice to the CCPO.
 - b. The Licensee shall make all new and renewed policies and certificates available for review upon request by the CCPO.
- G. Budget and Accounting: The Licensee shall provide the EPA and NIEHS Child Care Liaisons updates on income and operating expense data at the regularly held board meetings.
1. The Licensee shall provide to the CCPO a review of its financial books, records, and expenditures every four years by an outside, independent auditor or accountant using generally accepted accounting principles within one hundred and eighty (180) business days after the close of its fiscal year. An audit may be requested by the Licensor in the event of financial improprieties.
 2. Financial Viability and Reporting: The Licensee shall ensure that there are internal controls established for safeguarding cash receipts and disbursements. Upon request, the Licensee must demonstrate that it is financially capable of continuing its operations under the terms of this Use Agreement.
- H. Serious Incidents: The Licensee shall notify the CCPO immediately of all incidents of a serious nature which affect the health, safety or financial viability of the operations of the Center. The Licensee will ensure that a written copy of any incident or inspection reports prepared by any law enforcement or regulatory agency is furnished to the CCPO within 24 hours of the occurrence.
1. The Licensee will provide notification of the incident and a description of actions being pursued within 24 hours.
 2. The EPA and NIEHS Child Care Liaisons, the Center Director, and the Board of Directors shall determine when the Licensee will provide notification to all parents of the incident.

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3. The Licensee will continue to provide weekly status reports to the EPA and NIEHS Child Care Liaisons until the incident is brought to closure.

- I. Appointment - Center Director and Staff: The First Environments Early Learning Center Director and all staff under his or her supervision are not employees or agents of the Government. Parents with children enrolled at the First Environments Early Learning Center shall contract directly with the Licensee.

The Center Director, or designee, shall be responsible for the daily operations and management of the Center and will serve as the CCPO's primary point of contact for day-to-day activities and communication.

SECTION 4 - CENTER OPERATIONS

- A. Hours of Operation: The hours of operation of the facility shall be at a minimum from 7:00a.m. to 6:00p.m., Monday through Friday, with the exception of Federal holidays, the day after Thanksgiving, the day before Christmas, and professional days noted on the Licensee's calendar, which are not to exceed three (3) days per year. During inclement weather resulting in the early dismissal of employees, the child care facility shall remain open until all children have been picked up. No child shall be left unattended. The Center's hours of operation can be modified for inclement weather or other conditions. The policy for late pick up shall be provided to the Parent(s) as part of the parent's contract. The Center may also be subject to closure subject to any matter outside of the Director OARM-RTP's control such as government furlough or campus closure due to lack of annual appropriations. In the event of a potential government shutdown (due to lapse in appropriations, furlough, or other situation out of the control of EPA-RTP and NIEHS), the Licensor will make their best effort to provide advance notice of operational status.
- B. Age Range: The age range for admission in to the First Environments Early Learning Center shall be from six (6) weeks to six (6) years old.
- C. Priority Placement of Children: Pursuant to Federal Management Regulation (FMR) §102-79.25 Federal agencies may allot space in Federal buildings to individuals or entities who will provide child care services to Federal employees if such Agency determines that such space will be used to provide child care services to children of whom at least 50 percent have one parent or guardian who is a Federal Government employee; and the Agency determines that such individual or entity will give priority for available child care services in such space to Federal employees.
 1. At no time will children of federal employees constitute less than fifty (50%) percent of the enrollment. Achieving or exceeding this percentage will not change the order of priority status preference.
 2. Admission will be prioritized in the following order:
 1. EPA or NIEHS/NIH federal employee parent.
 2. Other federal employee parent.
 3. EPA or NIEHS/NIH Post-Doc, Visiting Fellow or other trainee parent.
 4. Childcare Center employee parent.
 5. EPA or NIEHS/NIH contractor parent; unless covered in item 3 above.
 6. EPA or NIEHS/NIH federal employee grandparent.

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7. EPA or NIEHS/NIH Guest Researcher parent.
 8. EPA or NIEHS/NIH federal retiree.
 9. General public parent.
3. Once the center provides admission to the general public within a certain age level (i.e. infants, toddlers, "middles", pre-school, or k-camp), the center must make provisions to accommodate families covered in #1-7 of this section who are in need of child care. The Licensor may discontinue new enrollment of general public children at any time, in which case notice will be provided in writing to the Licensee.
 4. If two children fall into the same placement category, admission priority shall be 1) siblings of current or past Center students first, and then 2) the child who has been on the wait list the longest.
 5. The Center will offer an option for part time enrollment that does not require parents to coordinate a shared slot.
 6. The Center is required to collect and maintain the employer name and employer address of the sponsoring parent at the time enrollment is requested.
 7. Admission is not determined on the basis of race; color; religion; sex, including pregnancy, sex stereotyping, gender identity or gender expression; national origin; sexual orientation; physical or mental disability; age; protected genetic information; status as a parent; marital status; or political affiliation.
 8. Tuition rates and discounts are determined by the Board of Directors for the First Environments Parents' Organization and are not part of this Use Agreement.
 9. For purposes of admission, "parent" shall include legal guardians.
- D. Departure from the Center: When a family leaves the Center, all EPA-furnished parking hang tags for parents/guardians must be surrendered to the Center Director or a Center Administrator and then returned to the EPA Security Manager within 2 weeks. The Licensee will notify the EPA security badging office to suspend any building access credentials.
- E. Enrollment Reports: The Licensee will submit to the EPA and NIEHS Child Care Liaisons a current enrollment report by the third business day of each month, or within 5 business days of request, indicating the current enrollment student counts by classroom program, parent employer affiliation, and federal/nonfederal status; and current wait list counts broken out by children's age, indicating which of those families have been offered slots.
- F. Meals and Snacks: The Licensee shall provide breakfast, lunch, and an afternoon snack, the cost of which will be included in the tuition fees. Menu information shall be provided to parents via a weekly/monthly posted menu in each classroom.
- G. Contracts and Tuition Fees: Parents or guardians with children enrolled at the Center shall contract directly with the Licensee. The parent contact information and handbooks shall reflect relevant terms and conditions as outlined in this Use Agreement, such as priority enrollment, notification of tuition increases, etc.

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The Licensee shall charge parents the tuition and fees agreed upon in the parents' contracts. Collection of the tuition and other fees shall be the sole responsibility of the Licensee. Families eligible to apply for public financial assistance shall be referred to the appropriate Local, County, or State department for social services.

The Licensee shall notify the CCPO in writing or by e-mail within thirty (30) days after Board approval, of all proposed tuition and fees increases. The Licensee shall provide no less than a sixty (60) day written notification to parents and guardians of any tuition and fees increase.

- H. Licenses: The Licensee agrees to maintain and submit proof of its current State and Local licenses to operate a year-round child care facility.
1. The Licensee shall provide a copy of such licenses to the CCPO within thirty (30) days after the signing of this Use Agreement.
 2. The Licensee shall notify the CCPO (either verbally or in writing) within five (5) business days after receiving confirmation of the date and time of the scheduled licensing inspections.
 3. The Licensee shall provide the CCPO copies of all facility-related inspection reports and any other documentation received from the outcome of any inspection within five (5) business days of receipt.
 4. The Licensee shall provide copies of all renewed licenses to the CCPO within ten (10) business days of receipt.
 5. The Licensee shall adhere to all GSA regulations and requirements for child care centers, as described in the GSA Child Care Center Design Guide, and as amended.
- I. Accreditation: The Licensee will ensure that the facility continue to maintain its National Association for the Education of Young Children (NAEYC) accreditation through the renewal process of NAEYC's National Academy of Early Childhood Programs.
1. The Licensee shall provide a copy of its current NAEYC certificate to the CCPO within thirty (30) days after receiving the accreditation.
 2. In order to avoid a lapse in NAEYC Accreditation, the Licensee will meet submission deadlines established by NAEYC. The Licensee will notify the CCPO that the program has completed its self-study and submitted its renewal application packet to NAEYC. The Licensee will forward a copy of its renewed certificate and any other documentation received to the CCPO within five (5) business days of receipt.
- J. Medical Care: The Licensee shall maintain in its files the appropriate medical forms and other documentation prescribed by the North Carolina Child Care Center Licensing Regulations, indicating that each child has received a physical examination, proper immunizations, and has been medically cleared within thirty (30) days following admission to the program. The Licensee shall arrange for provisions of emergency medical care for all children in the program.

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- K. Incidents Requiring Medical Attention: The Licensee shall prepare an incident report for any physical injuries more serious than a minor abrasion to the skin. Incidents requiring emergency medical attention are immediately reported to the CCPO, and the parent(s) of any child or children involved.
1. The Licensee shall ensure that a copy of the incident report is provided on the same day or within 24 hours to the parent(s) of the child(ren) involved in any incidents requiring professional medical attention.
 2. The Licensee shall ensure that a copy of the incident report is provided within two (2) business days to the CCPO for any incidents requiring professional medical attention.
 3. The Licensee shall provide a written follow-up documentation to the CCPO for all incidents requiring professional medical attention with five (5) business days after the incident.
- L. Staffing and Staff Training: The Licensee shall not discriminate on the basis of race, color, religion, sex (including pregnancy, sex stereotyping, gender identity or gender expression), national origin with respect to the enrollment of staff.
1. Staffing: Staff ratios shall be, at a minimum, in compliance with the appropriate regulations for the specified age ranges stated in the State of North Carolina Child Care Center Licensing Regulations.
 2. Training: The Licensee shall ensure that staff members have had training in the prevention and detection of child abuse, first aid, pediatric CPR, emergency evacuation procedures, multi-cultural/sensitivity training, and all other training that may be required by State and Local licensing authorities. All certifications for training noted above shall be available for review upon request by the CCPO.
- M. Supplies and Materials: The Licensee shall provide all educational and recreational supplies and curriculum materials needed for the Center's operations.
1. All supplies provided by the Licensee remain the Licensee's property. Educational materials shall be furnished as stipulated by the State of North Carolina Child Care Center Licensing Regulation and NAEYC for the defined age groups.
 2. The Licensee shall ensure that adequate materials for instructional activities and for indoor and outdoor educational and physical activities shall also be clean, complete and in good repair.
- N. Grievances: The Licensee shall provide a copy of its grievance procedures to all staff and to applicants for child care services at the time their child enrolls.
- O. New Programs: This Agreement may be amended by the mutual agreement of the Licensor and the Licensee to include additional programs. The Licensor and the Licensee, prior to the implementation and attachment to this Use Agreement, must approve any such amendments that will impact any of the requirements of this Use Agreement.

This Use Agreement is effective from the date signed and may be modified with mutual written consent of all parties.

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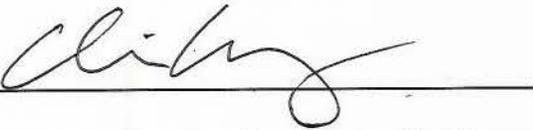
**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY -
Research Triangle Park, North Carolina**

By: 

Date: 4/12/16

**Mark McPherson, Acting Director
EPA Office of Administration and Resources Management, RTP**

NATIONAL INSTITUTE OF ENVIRONMENTAL HEALTH SCIENCES (concurrency)

By: 

Date: 4/12/16

**Chris Long, Acting Associate Director for Management
National Institute of Environmental Health Sciences**

FIRST ENVIRONMENTS EARLY LEARNING CENTER

ACCEPTED THIS 12th DAY OF April, 2016, BY AND ON BEHALF OF THE FIRST ENVIRONMENTS PARENTS' ORGANIZATION,
IN ACCEPTANCE OF PURSUANT TO THE TERMS AND CONDITIONS HEREIN SET FORTH.

By: 

Date: 4-12-16

**Erin Hines
President, Board of Directors
First Environments Parents' Organization**