

NEIGHBORHOOD COOPERATION AGREEMENT

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This NEIGHBORHOOD COOPERATION AGREEMENT (this "Agreement"), is made effective as of this 17th day of March, 2009, by and among WASHINGTON ETHICAL SOCIETY, a District of Columbia non-profit corporation (hereinafter referred to as "WES"), All Saints' All Day Child Care, Inc. dba Wonders Child Care, (hereinafter "WONDERS"), a nonprofit corporation operating the Wonders Park Children's Center, (hereinafter the "Center") located on WES's property, ANC 4A, and certain neighbors, most of whom are located within Two Hundred (200) feet of WES's property (hereinafter collectively referred to as "NEIGHBORS" or "Neighbors") of WES and signing below, which neighbors are currently the owners of real property identified after their signatures.

WITNESSETH

WHEREAS, WES is the owner of Lot 81 in Square 2745F, the Washington Ethical Society Property, and more commonly referred to as 7750 16th Street, N.W., Washington D.C.; and

WHEREAS, WES has informed residents of the surrounding neighborhoods of Shepherd Park and Colonial Village (hereinafter "neighborhood" or "community") that it is desirous of seeking approval from the BZA (hereafter defined) (Application No. 17896 referred to herein as the "Application"), and other agencies to rent space to the Center to locate a nursery school/child development center for up to 40 children, (hereinafter, "child" or "student") ages 1.5 to 5, if permitted by the BZA); and

WHEREAS, desiring to maintain the residential character and quality of life of the neighborhood and its public safety, the NEIGHBORS have expressed concerns about, among other things, public safety, pedestrian and vehicular traffic and parking in the alley and surrounding streets occasioned by the presence and operations of the Center; and

WHEREAS, WES desires to address the various concerns raised by the NEIGHBORS, as well as, other interested property owners living on Juniper Street, Jonquil Street, and Kalmia Road, which owners have an interest in the Center's presence and in the residential quality, quality of life and public safety that will be affected by the Center's operations in the community, and WES recognizes the importance of living in harmony with the surrounding community, and further seeks to contribute toward the improvement of the character of and quality of life in the neighborhood; and

BOARD OF ZONING ADJUSTMENT
District of Columbia
CASE NO. 18335
EXHIBIT NO. 11

WHEREAS, WES intends to operate with consideration for the neighborhood with respect to traffic and other factors, and to establish and maintain regular communication with the NEIGHBORS and third party beneficiaries to the fullest extent possible; and

WHEREAS, WES desires to obtain the NEIGHBORS' support for the BZA's approval of the Application for a period of up to three (3) years as necessary to fully implement its proposal as permitted under this Agreement; and

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, as further described herein, the mutual receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

WES and WONDERS agree to operate and manage the Center in accordance with the following provisions:

1. The establishment and operation of the Center will comply with and be subject to the terms of this Agreement, applicable laws and regulations of the District of Columbia, and any order or approval applicable to the Center and or WES issued by the Board of Zoning Adjustment for the District of Columbia ("BZA").
2. WES and WONDERS agree to implement the following Rules:
 - a. Drivers using vehicles (hereinafter "Drivers") to transport students enrolled in the Center's daycare/child development program (the "Program") will not drive through or into any of the 16th Street alleys to either pick up or drop off students and will not park on Jonquil Street NW, on either side of 16th Street NW.;
 - b. Notwithstanding the above, Drivers will be permitted to drive through or into the 16th Street alley to either pick up or drop off any physically disabled student; provided that the Driver shall (i) enter through the 16th Street alley from Jonquil Street and exit the alley at Kalmia Road; (ii) not block any driveway or garage; (iii) not obstruct the flow of traffic through any 16th Street alley; (iv) not otherwise impede any other driver's use of any 16th Street alley; (v) not drive into or on or damage the property of an alley

property owner; and (vi) shall have on file with WONDERS appropriate documentation as to the disability claimed or shall provide the documentation within three business days of WONDERS' request.

c. WONDERS will :

(1) advise Drivers to display a placard provided by WONDERS when transporting a student to or from the Center.

(2) not allow Drivers to park on Jonquil Street, and advise Parents that any such parking is prohibited by their enrollment agreement;

(3) not allow Drivers to park in or obstruct any driveway or garage in the community;

(4) not allow Drivers to park within five feet of the entrance of any garage or driveway (Neighbors and WES will cooperate in obtaining appropriate striping to indicate permitted parking on Kalmia);

(5) not allow Drivers to use any driveway to execute or attempt to execute a three point turn;

(6) advise Drivers that they may park on 16th Street, as permitted by and pursuant to applicable laws and regulations of the Government of the District of Columbia, and, in furtherance of public safety, WES shall make two traffic safety cones available to be used by any such Drivers;

(7) Parents/guardians will not be permitted to drive through the 16th Street alley or use the alley for parking for meetings with WONDERS staff. They will be directed to use 16th Street when legally permissible or Kalmia Road for such meetings.

3. For at least 30 minutes during morning and evening peak pickup and drop-off periods (now expected to be 8:15 A.M. to 8:45 A.M. and 5:15 P.M. to 5:45 P.M.), WONDERS will assure that at least one of the members of its staff is posted at the Kalmia and 16th Street alley

entrance to direct all Drivers to park on Kalmia Road and walk the Student to the Center to remind drivers of the Rules, with a directive from WONDERS that Drivers shall first try to park in legally available parking spaces on Kalmia Road, west of 16th Street, then, try to find alternative parking in legally available parking spaces on Kalmia Road, east of 16th Street.

Center hours will be from 7:30 A.M. to 6:00 P.M.;

4. WONDERS management staff will monitor WES's parking area during peak morning and afternoon activity, and randomly at other times, to assure that Drivers follow the Rules set forth in this Agreement.
5. WONDERS will encourage its staff to share rides/carpool and use public transportation, and to support their use of public transportation.
6. WONDERS' staff will park in WES's parking lot and shall enter on Jonquil Street and exit at Kalmia Road.
7. WONDERS and WES will maintain a file containing information on cars used by Drivers and WONDERS' Staff, including year, make, model, and license number.
8. WONDERS will provide not less than quarterly reminders to Drivers and WONDERS' staff to adhere to the Rules, particularly restrictions pertaining to residential Permit Parking zones.
9. WONDERS will give priority in enrollment in the Program to people living in the 20012 zip code.
10. WONDERS will incorporate the traffic and parking management rules under this Agreement (the "Rules") into its enrollment agreement with parents or guardians of students enrolled in the Program ("Parent"), as well as incorporate the Rules into the "family handbook", which it distributes to Parents.
11. WONDERS will post the Rules on its website and will be otherwise frequently communicated through various postings within the Center and with periodic correspondence with Drivers and the then-serving ANC Commissioner for each of ANC 4A01 and 4A02.

12. At each orientation meeting for the Center, WONDERS will distribute written copies of this Agreement to Parents and stress the importance of Parents' and Drivers' strict adherence to same.

- a. Each complaint of any violation of the Rules ("complaint") will be received by WONDERS and documented, in writing.
- b. The first unverified complaint will be documented and maintained in the student's file and the Parent will receive a warning.
- c. The first verified complaint (which is confirmed by either one independent party, photograph or other reasonably reliable evidence) will result in a \$50 fine assessed against the Parent.
- d. The second verified complaint will result in (i) a \$100 fine assessed against the Parent and (ii) WONDERS requesting a meeting to discuss the Rules violation with the Parents and WONDERS Program Director at the Center.
- e. The third verified complaint will result in (i) a \$200 fine assessed against the Parent, and in enrollment expulsion from the Program for the Student and his/her family; provided, however, before an expulsion order is effective, the Parent will be permitted to appeal the order to a committee made up of three people, one from WONDERS and two ANC Commissioners, which committee's decision shall be final, without the right of any further appeal. The committee may take any relevant factors into consideration.
- f. The Parent will have an opportunity to respond in writing to each notice of complaint.
- g. Fines collected from violators will be paid by WES to the Shepherd Park Citizens Association, Inc., a District of Columbia nonprofit corporation ("SPCA") to be used for community purposes selected by SPCA.

13. WES and WONDERS will make a written report of any violation of the terms and conditions of this Agreement to the NEIGHBORS and ANC commissioners for the single member districts 4A01 and 4A02. In addition, at least quarterly, WES and WONDERS will provide a

report to the NEIGHBORS and ANC commissioners describing each complaint received (whether from NEIGHBORS or others) and how each complaint was handled. Finally, WONDERS will keep complaints and dispositions on file for NEIGHBORS who request them.

14. WES/WONDERS will meet with NEIGHBORS, or a committee appointed by them on a regular basis, not less often than once each three months when the Program is in session, and more often if circumstances require, to review concerns, hear feedback, and take action.
15. In the event that the Government of the District of Columbia declares a snow emergency and parking is not permitted on Kalmia, WONDERS will close unless said snow emergency is declared after school hours have begun.
16. WONDERS shall provide NEIGHBORS with the name, telephone number, cell phone, and email address of a responsible person or persons associated with WES or WONDERS who can accept complaints, acknowledge a problem, take appropriate action, and monitor actions taken by others to alleviate the problem and prevent recurrence. In the absence of any such name, telephone number, mobile telephone number, and/or email address, WONDERS shall communicate to each of the then-serving ANC Commissioner for ANC 4A01 and ANC 4A02.
17. Undersigned NEIGHBORS agree to either (a) not object or (b) support WES in writing or by oral testimony of an authorized representative(s) of NEIGHBORS in any administrative proceedings, applications, and/or actions before the various District of Columbia agencies necessary to fully implement this Agreement.
18. It is understood and agreed that the obligations of this Agreement are binding on the parties hereto only in the event that WES succeeds in obtaining a special exception for a daycare/child development center under BZA Case No. 17896 and only for so long as the Wonders, or future lessee, daycare, or childcare provider, under the same special exception, operates a daycare and/or child development center at WES. WES agrees that any future lessee childcare provider operating the daycare/child development center described above, pursuant to the grant of special exception in BZA Case No. 17896, will be required by the terms of their lease with WES to execute an agreement binding them to all of the terms and conditions of this Agreement that are binding upon WONDERS.

19. It is understood that this Agreement, including paragraph 17, above, does not limit the ability of any party at any time to enforce existing law or the Zoning Regulations or to seek or oppose any change in any existing applicable law or the Zoning Regulations, or to oppose any change in any exception granted under BZA Case No. 17896.
20. If any provision of this Agreement or any application thereof shall be declared to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof and any other application thereof shall not in any way be affected or impaired, and such remaining provisions shall continue in full force and effect. Nothing herein will supersede the laws and regulations of the District of Columbia or prevent the parties hereto from seeking enforcement of said laws and regulations.
21. In addition to the signatories hereto, WES and WONDERS recognize the concerns of property owners on Jonquil Street. Their quality of life, public safety and residential quality are affected by the terms of this Agreement and WES and WONDERS will give their complaints the same consideration as those of NEIGHBORS.
22. This Agreement constitutes the entire agreement between the parties with respect to the subject matter described herein.
23. All parts of this Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, without regards for any conflict of laws provision.
24. Any date specified in this Agreement which is a Saturday, Sunday or legal holiday shall be extended to the first regular business day after such date which is not a Saturday, Sunday or legal holiday observed by the Government of the District of Columbia. Any reference herein to the singular shall include the plural and reference to the male, female, or neuter gender shall include reference to all other genders.
25. Time shall be of the essence with regard to all matters contained within this Agreement.
26. The date on which this Agreement is accepted by the last party to accept and sign this Agreement shall be inserted as the effective date of this Agreement under the first paragraph.

27. This Agreement may be executed in counterparts, such that all counterparts when read together shall constitute one instrument.

28. The provisions of this Agreement are binding on WES, WONDERS, its subcontractors, agents, assigns, and other successors in interest. Neighbors are bound only insofar as they are required herein to support WONDERS' application in the current BZA action and not to take any action that will prevent WES or WONDERS from carrying out their obligations.

29. The Parties agree that WES and WONDERS and the undersigned Neighbors will recommend that the following provisions be incorporated in the BZA Order granting a special exception because they consider them to be essential to willingness of the NEIGHBORS acceptance of the impact of this exception upon the neighborhood and its safety and the fundamental consideration for this Agreement: Paragraphs 2, 3, 4, 6, and 10. In addition, the Parties will recommend that the BZA condition its grant on observing an appropriate enforcement mechanism.

30. No change or modification of this Agreement or any waiver of the provisions hereof shall be valid unless any such change, modification, or waiver is in writing and signed by WES, WONDERS, and a simple majority of the undersigned NEIGHBORS.

31. Waiver from time to time of any provision or of any default hereunder shall not be deemed to be a full waiver of such provision or waiver of any other provision hereunder or a waiver of any earlier or later default.

32. All notices and communications hereunder shall be in writing and deemed duly given if personally delivered or delivered by a nationally recognized courier service, certified mail, return receipt requested, postage prepaid as follows:

a) If to NEIGHBORS: C/O: ANC 4A at 7600 Georgia Avenue, N.W., Suite 404 Washington, D.C.
20012 Fax: _____

With copies to:

b) If to ANC 4A

Chair, ANC 4A Stephen Whatley c/o: 7600 Georgia Avenue, N.W., Suite 404, Washington, DC 20012

ANC Commissioner, ANC 4A02, Dwayne M. Toliver c/o: 7600 Georgia Avenue, N.W., Suite 404, Washington, DC 20012

ANC Commissioner 4A01, Karl Kennedy c/o: 7600 Georgia Avenue, N.W., Suite 404
Washington, DC 20012

b) If to WES: Amanda Poppei, Senior Leader, Washington Ethical Society 7750 16th Street, N.W. Washington, DC 20012 Fax:

With a copy to: Stephen N. Gell, Esquire, 1101 30th Street, N.W. 5th Floor Washington, DC 20007 Fax: (703) 522-5503

c) If to WONDERS: Joanne Hurt, Executive Director, Wonders Child Development Center 3 Chevy Chase Circle, MD, 20815

33. The parties hereto shall be responsible for notifying each other of any change of address or change of parties to be notified.

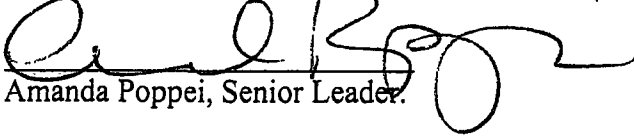
34. Each party to this Agreement represents and warrants to the other parties hereto that it, he, or she, as the case may be, is either duly authorized or has the right to enter into this Agreement, and that it, he or she, as applicable, is not a party to any other agreement or under any obligation to any third party that would prevent them from entering into this Agreement.

35. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single agreement.

SIGNATURES FOLLOW

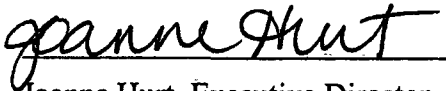
Signatures:

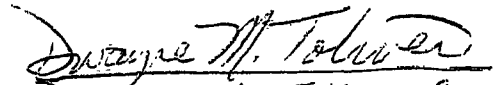
Washington Ethical Society


Amanda Poppei, Senior Leader.

All Saints' All Day Child Care, Inc. dba Wonders Child Care

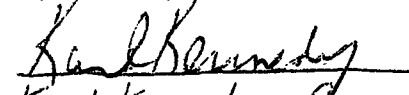
ANC 4A02


Joanne Hurt, Executive Director.


Duwayne M. Toliver, Commissioner

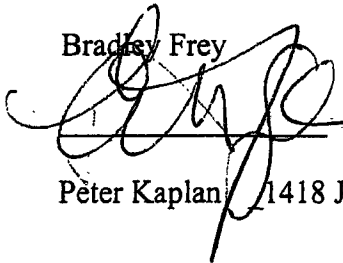
ANC 4A

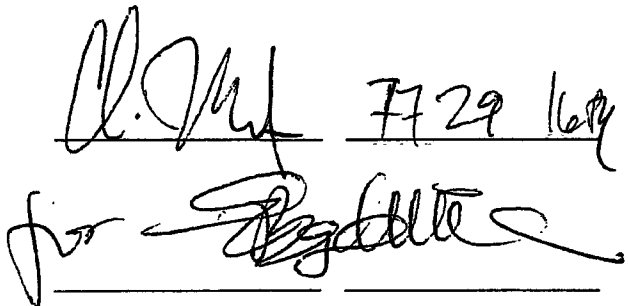
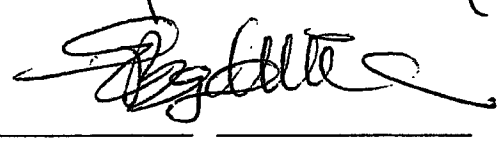

Stephen Whatley, Chair

ANC 4A01

Karl Kennedy, Commissioner

Neighborhood Parties

Bradley Frey


Peter Kaplan 1418 Jonquil St NW


for 

1601 Jonquil St NW

H. Daniel Lowry Jr.

H. Daniel Lowry, Jr. 7737 16th
S.W.C.

Clare Crawford-Morris

7755 16th St NW

Robert W. Mason

20

12

12

Signatures:

Washington Ethical Society

Amanda Poppei, Senior Leader.

All Saints' All Day Child Care, Inc. dba Wonders Child Care

Joanne Hurt, Executive Director.

ANC 4A

Stephen Whatley, Chair

Neighborhood Parties

Bradley A. Frey

Bradley Frey

1618 KALMIA RD NW

Peter Kaplan _1418 Jonquil St NW

Joseph D. Watkins
JOSEPH D. WATKINS

1618 Kalmia Rd NW

Priti Brahma
Priti Brahma

1626 Kalmia Road NW

Adrian 1605 Jongo, 1 St. NW
Ronald E. Lewis

Bruce Johnson 1619 Jongo, 1 St. NW
Bruce Johnson

Elizabeth Sadoff 1622 Kakuia Rd, NW

Elizabeth Sadoff

Sylvia Moore Jackson 7760-16th St NW
Sylvia Moore Jackson