

CHARTER

THIS Charter dated _____, 2017, is hereby established by and between the Board of Education of Frederick County, Maryland (hereinafter called "Board"), and Monocacy Montessori Communities, Inc. (hereinafter called "MMCI") collectively referred to as "The Parties" in this Charter.

ACKNOWLEDGEMENTS

WHEREAS, the Board believes in offering and supporting educational systems designed to provide success for every student, delivered through a variety of innovative programs designed to meet the needs of a diverse student body; and

WHEREAS, on September 8, 2010, the Board approved the original Charter application submitted by MMCI as amended and with conditions stipulated for the formation of the Carroll Creek Montessori Public Charter School (hereinafter "CCMPCS"); and

WHEREAS, the Maryland Legislature has enacted Title 9 of the Education Article of the Annotated Code of Maryland known as the Maryland Public Charter School Program; and

WHEREAS, pursuant to Title 9, the Board is authorized to approve and issue a Charter to establish and operate a Charter school; and

WHEREAS, the Board has approved the application as amended and with conditions stipulated (hereinafter referred to as "Application") of MMCI to open a public charter school; and

WHEREAS, the original Charter agreement approved by the Board was for the term of July 1, 2012 – June 30, 2016;

WHEREAS, on December 16, 2015 the Board approved renewal of a Charter agreement with a probationary status of one year; and

WHEREAS, on February 24, 2016; May 11, 2016; and December 14, 2016 the Board approved amendments to the Charter.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the Parties, the Parties hereby covenant and agree as follows:

I. ESTABLISHMENT OF SCHOOL AND CHARTER

A. CHARTER

A Charter is hereby authorized and granted to MMCI on behalf of and solely for the benefit of the MMCI as an education corporation incorporated in the State of Maryland which, pursuant thereto, will be authorized to establish, organize and operate a school (CCMPCS) in accordance with Title 9 of the Education Article of the Annotated Code of Maryland and the terms and conditions of the Charter.

B. TERM

The term of the contract is valid upon all parties signing and for school operation commencing July 1, 2016 – June 30, 2020 contingent on review after the probationary period. The Parties acknowledged CCMPCS has been placed on probationary status in accordance with Board of Education Policy 440, P for the first year term July 1, 2016 – June 30, 2017 ¹.

C. RENEWAL

Prior to the expiration of the Charter, MMCI may request renewal of the Charter by the Board. For CCMPCS to remain in operation, MMCI must demonstrate it is able to meet the needs of its students and remain accountable under the terms of the Charter and conditions established under Board policy.

D. REVOCATION

MMCI may have its Charter revoked prior to the expiration of the term in accordance with provisions outlined in Board policy and regulation.

E. PROBATION

The Board may place CCMPCS on probationary status to allow the implementation of a remedial plan agreed to by the parties, in accordance with provisions as outlined in Board policy. For the 2016-2017 school year, the Board approved: a four (4) year renewal of the charter with CCMPCS, contingent on review after the probationary period, July 1, 2016 – June 30, 2017 based on identified goals and expectations. (This paragraph has been modified as noted in paragraph B)

F. TERMS AND CONDITIONS OF APPLICATION

The Parties hereto expressly agree that the Application sets forth the overall goals, standards and general operational policies of CCMPCS.

II. OPERATION OF THE SCHOOL

A. MISSION

CCMPCS's mission is to build a community in which students, parents, and staff work together to educate the "whole child," the sum of the physical, emotional, social, and intellectual parts. CCMPCS will implement a Montessori-based curriculum to give students the hands-on tools they need to be active learners both in and outside the

¹ At its December 14, 2016 meeting, the Board voted to remove the probationary status for CCMPCS.

classroom. By offering a content-based enrichment and conversational Spanish and English instructional program, students will develop strong language skills in both Spanish and English. CCMPCS will provide a unique opportunity for second language acquisition beginning at a young age, a critical component for development of language proficiency.

B. VISION

The vision of CCMPCS is to instill a lifelong love of learning in our students by providing an optimum Montessori-based learning environment in which they will grow to become independent, confident, creative, and caring members of our community and the larger world.

C. ADMISSION - Target-Student Population

The terms of admission to CCMPCS will be as follows:

1. The proposed maximum student/staff ratio is 15 to 1. The Montessori environment and curriculum is designed to support all students in constructing their personal learning; academically, socially and emotionally. The proposed student/staff ratio will be 15:1 during a minimum of 50% of core curriculum instructional day (all instruction outside special area classes, lunch and recess) and will not exceed 30:1. Primary and lower elementary classes will maintain a 15:1 ratio during 100% of core curriculum instruction. Upper elementary and middle school students are developmentally working toward a higher level of autonomy and therefore have a higher student:staff ratio during their school day to promote their independence.

Level	Maximum Ratio	Minimum Percent of Time During Core Curriculum Instruction
Primary 3 years – kindergarten	15:1	100%
Lower Elementary 1-3 Grade	15:1	100%
Upper Elementary 4-6 Grade	15:1	50%
Middle School 7-8 Grade	15:1	50%

2. Admission will not be denied to any students based on discriminatory factors such as race, gender, ethnicity, religious preference, socio-economic conditions or disability.
3. A public charter school is chosen by parents for their children and is open to all students on a space available basis. A random selection process must be used if the number of qualified applicants exceeds the predetermined student capacity in the public charter school.

4. Enrollment preferences are permitted for:
 - a. Children of the founders of the charter school as identified in the original application for up to five (5) years after the opening day of the school, provided the total number of students does not exceed 10% of the total student population.
 - b. Siblings of students already admitted to, or attending, the charter school; and
 - c. Children of employees of the charter school, provided the total number of students does not exceed 10% of the total student population.

The supervisor of the FCPS Student Services Department provides oversight of the process to assure adherence to federal and state requirements.

CCMPCS intends to provide an optimum Montessori education for families in Frederick County and is especially interested in welcoming Spanish-speaking students. CCMPCS seeks to provide a school-wide Spanish language program in the form of content-based enrichment and conversational Spanish and English instruction. Students will develop strong language skills in both Spanish and English. This will provide a unique opportunity for second language acquisition beginning at a young age, a critical component for development of language proficiency. English and Spanish language and culture will permeate the classroom and be supported across all disciplines to promote cultural understanding and appreciation. Spanish and English-speaking students and their families will be equally valued members of the CCMPCS learning community.

If the State Board approves CCMPCS's Waiver for Article 9-102(3), CCMPCS will seek to offer the program described above while serving greater numbers of native Spanish-speaking students, progressing towards a goal of 50% native Spanish speakers and 50% non-native Spanish speakers, and a dual language program.

D. CURRICULUM

The curriculum established by CCMPCS shall be consistent with that set forth in the Application.

1. CCMPCS shall have the right to make reasonable modifications to such curriculum to permit the school to meet its educational goals and student achievement standards. However, such modifications shall not be, either individually or cumulatively, of such a nature or degree as to cause the approved curricula as set forth in the Application to no longer be in operation. The approved curricula shall not be abandoned or substantially modified, and additional curricula shall not be adopted or implemented, without the prior written approval of the Board.
2. Curriculum development is based on the Montessori Scope and Sequence and supplemented with cross-reference to the FCPS Essential Curriculum.

2. Charter School proficiency and advanced percentages, at the assessed grade levels, will meet or exceed Frederick County proficiency and advanced percentages at the corresponding grade levels in the aggregate on the approved State Assessment Program.
4. "CCMPCS shall develop and implement curriculum designed to provide all students with strong language skills in both English and Spanish, based on the outcomes assessed through a research based instrument that is mutually agreed upon by CCMPCS leadership and FCPS assessment for Spanish at the respective grade levels, and designed for students to master up to the equivalency of Spanish II by the time they exit Grade 8." If no agreement can be reached FCPS will determine the appropriate assessment.

E. LENGTH OF THE DAY

The length of the student day will be substantially similar to other Frederick County public schools within minimum required hours and in compliance with Maryland law.

F. SPECIAL POPULATIONS

CCMPCS will work closely with the FCPS Special Education Department to ensure that students with Individualized Education Programs (IEPs) or 504 Plans receive continuing support as delineated in their plans while attending CCMPCS. The parents and staff of CCMPCS will also identify any students who may be in need of evaluation and seek appropriate support through the Student Services Team (SST) process. The principal educator will ensure that all IEPs and 504 Plans are fully implemented. FCPS will be responsible for assigning staff necessary to provide all identified services. FCPS staff will confer with the principal educator on the assignment of Special Education personnel to CCMPCS.

G. FACILITIES

1. MMCI shall be responsible for providing a facility for CCMPCS. MMCI will provide evidence of appropriate property and casualty insurance.
2. MMCI shall assume all costs associated with the construction, maintenance, and upkeep for the space to be used for the education of students enrolled in CCMPCS. A portion of the per-pupil allocation may be used to pay for the cost of the facility.
3. The building must adhere to local and state building codes and regulations. Policies and regulations related to health and safety cannot be waived.

4. CCMPCS staff shall be observed and evaluated consistent with state law and FCPS procedures. The FCPS instructional director will evaluate the principal and the principal will evaluate the teachers and support staff.

III. BOARD

A. DEFINITION

The Board is the chartering authority which has authorized MMCI to establish and operate CCMPCS.

B. DUTIES AND RESPONSIBILITIES

Duties and responsibilities include, but are not limited to the following:

1. Evaluation of performance and compliance with charter.
2. Determine annually the allocation for CCMPCS.
3. Ensure annual funding is available to MMCI not later than July 15 of any given fiscal year for the term of this agreement.
4. Evaluation and action upon any proposed amendments to this charter.
5. Evaluation and action upon charter renewal prior to the expiration of the current charter.

IV. MMCI

A. DEFINITION

MMCI is an incorporated, nonprofit corporation whose membership includes, but is not limited to, all the parents/guardians of students attending the school and all staff members.

B. DUTIES AND RESPONSIBILITIES

Duties and responsibilities include, but are not limited to, the following:

1. Defines mission, vision, and goals for CCMPCS.
2. Submits charter application to Board for approval.
3. Functions as the operator of CCMPCS and the legal entity entering into this charter agreement with the Board.

4. Approves charter amendments, waivers, and annual budgets proposed by the CCMPCS Governing Council (GC) and submits them to the Board for approval/negotiation.
5. Negotiates terms and use of facilities and any independent contracts.
6. Approves Annual Report for submission to the Board.
7. Provides annual audit to the Board, as required by law.

C. OPERATION

MMCI shall operate in accordance with its Articles of Incorporation and duly constituted bylaws.

V. CCMPCS GOVERNING COUNCIL

A. DEFINITION

There shall be constituted a standing committee of the Corporation termed the Governing Council (GC). The GC shall be the policy making body of CCMPCS and functions as the school improvement team. The GC shall be organized and run as specified by the MMCI Articles of Incorporation and bylaws.

B. DUTIES AND RESPONSIBILITIES

Duties and responsibilities will be, but are not limited to, the following:

1. Carrying responsibility for CCMPCS policy decisions and monitoring the operational decisions of the principal educator.
2. Determining CCMPCS policies (e.g. discipline, school calendar, length of instructional day, extracurricular activities).
3. Determining staffing levels and position descriptions for CCMPCS.
4. Allocating annual budget for CCMPCS, based on academic needs and goals, and providing financial reports to the Corporation through the Treasurer.
5. Determining curriculum and monitoring its implementation.
6. Submitting Annual Report to MMCI.

7. Proposing amendments to the charter and presenting them to MMCI for approval and submission to the Board.
8. Appointing committees to support school operations and receives regular committee reports.
9. Developing a culture consistent with mission and vision of the school in collaboration with parents, faculty, and students.
10. Providing input to instructional director for evaluation of principal.
11. Negotiating and monitoring independent contracts, such as those for specific educational consultants or equipment leased through FCPS.

C. COMPOSITION

The GC will include representation from parent body, staff, and the community at large in accordance with the MMCI bylaws.

VI. FISCAL MATTERS AND SERVICES

A. FUNDING

In accordance with ED §9-109 and further clarified in corresponding State Board rulings, the Board shall disburse to MMCI an amount of county, State, and federal money for elementary, middle, and secondary students that is commensurate with the amount disbursed to other public schools in the local jurisdiction. MMCI may seek and receive other funds through local, state or federal government sources and/or from private sources without a reduction in its annual commensurate allocation.

Board Policy 440 Section I. 2 indicates an approved public charter school shall receive funding as determined by Maryland law, which may be comprised of discretionary funds and in-kind services. Annual funding will be made on a “per pupil” basis for student enrollment projections as identified in the application for years 1, 2, 3, and 4 up to a maximum of 190 students. This enrollment number does not include 60 prekindergarten students. Under enrollment as identified by the September 30 enrollment count may result in funding adjustments for current fiscal year. *At its December 14, 2016 meeting, the Board agreed to MMCI’s request to increase enrollment as follows:*

- 2016-17 school year maximum enrollment of 220 students
- 2017-18 school year maximum enrollment of 255 students
- 2018-19 school year maximum enrollment of 270 students
- 2019-20 school year maximum enrollment of 270 students

This allows MMCI to achieve maximum enrollment one year earlier than stated in the original Charter agreement.

C. ACCOUNTING

MMCI and CCMPCS must adhere to financial, programmatic, or compliance audits consistent with federal, state, and local laws and budget procedures and deadlines.

VII. MISCELLANEOUS

A. WAIVER

No waiver of any breach of this Charter shall be held as a waiver of any other or subsequent breach.

B. DISPUTES

The parties agree that should a dispute arise in the interpretation or implementation of this Charter then they will seek resolution as outlined in Board policy and State law.

C. MODIFICATION

This Charter can only be modified by a formal written instrument and not by an act of the parties.

D. DISCLOSURE

The parties hereby expressly certify that each party has had the opportunity for advice of counsel in the execution of this Charter. No representation of facts have been made by either party to the other except as herein expressly set forth; and this Charter contains the entire understanding of the parties. There are no warranties, promises, covenants, or undertakings other than those expressly set forth herein.

E. SEVERANCE CLAUSE

If any of the provisions of this Charter are held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

F. CONSTRUCTION

This Charter shall be construed in accordance with the laws of the State of Maryland, Education Article of the Annotated Code of Maryland. This Agreement has been drafted and prepared by both parties and should not, in the event of a dispute, be interpreted as against one party or the other.

G. TITLES

The titles of each section and subsection are for clarity and organizational purposes only and are not to be considered to have legal effect.

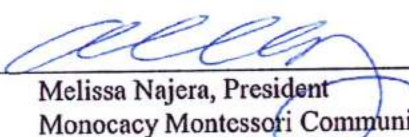
As to these covenants and promises, the parties hereto severally bind themselves, their successors, personal representatives, and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals the day and year first above written.

The parties' initials signify agreement to amendments in Section I, Paragraph B; Section I, Paragraph E; and Section VI, Paragraph A.

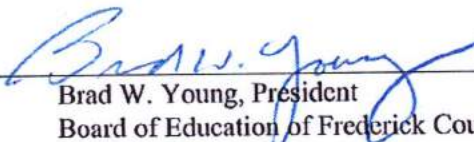
WITNESS:

6-1-16
Date

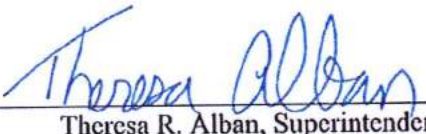
 (SEAL)
Melissa Najera, President
Monocacy Montessori Communities, Inc.

MN

6/3/16
Date

 (SEAL)
Brad W. Young, President
Board of Education of Frederick County

6/3/16
Date

 (SEAL)
Theresa R. Alban, Superintendent
Frederick County Public Schools

TRA

Mark Pritts, Elementary Instructional
Director and Charter School Liaison
Frederick County Public Schools

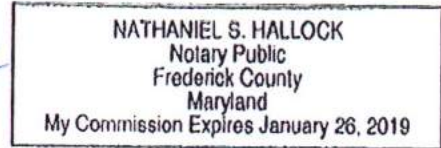
MEP

STATE OF MARYLAND:
COUNTY OF FREDERICK:

I hereby certify that on this 1st day of June, 2016, the above named **Melissa Najera**, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his voluntary act and deed that he has full understanding thereof.

WITNESS my hand and official Notarial Seal.

Nathaniel S. Hallock
Notary Public



My Commission Expires: 1/26/19

STATE OF MARYLAND:
COUNTY OF FREDERICK:

I hereby certify that on this 3rd day of June, 2016, the above named **Brad W. Young**, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her voluntary act and deed that she has full understanding thereof.

WITNESS my hand and official Notarial Seal.

Faye A. Zimmerman
Notary Public



My Commission Expires: 9/15/16

STATE OF MARYLAND:
COUNTY OF FREDERICK:

I hereby certify that on this 3rd day of June, 2016, the above named **Theresa R. Alban**, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her voluntary act and deed that she has full understanding thereof.

WITNESS my hand and official Notarial Seal.

Faye A. Zimmerman
Notary Public



My Commission Expires: 9/15/16

Amended: 05-11-16