

CHARTER

THIS Charter, made this 1st day of July, 2010, by and between the Board of Education of Frederick County, Maryland, (hereinafter called “Board”), and Monocacy Montessori Communities, Inc. (hereinafter called “MMCI”) and 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 June 12, 2002, the Board approved the Charter application submitted by MMCI for the formation of the Monocacy Valley Montessori Public Charter School (hereinafter “MVMPCS”); and

WHEREAS, subsequent to this 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 (hereinafter referred to as “Application”) of MMCI to open a public charter school; and

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 (MVMPCS) 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 shall be July 1, 2010 – June 30, 2018.

C. RENEWAL

Prior to the expiration of the Charter, MMCI may request renewal of the Charter by the Board. For MVMPCS to remain in operation MMCI must demonstrate they are able to meet the needs of their students, maintain a high degree of parent involvement and student enrollment, and remain accountable under the terms of the Charter and conditions established under Board policy and regulation.

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 MVMPCS 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 and regulation.

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 MVMPCS, and that the Application is not a complete statement of each detail of the operation of MVMPCS. To the extent that MMCI desires to implement specific policies, procedures or other specific terms of operation that supplement or otherwise differ from those set forth in the Application, MMCI shall be permitted to implement such policies, procedures, and specific terms of operation, provided that such policies, procedures and terms of operation are (i) not otherwise prohibited or circumscribed by law, Board Policy, or the Charter, and (ii) are not materially different from those set forth in the Charter.

II. OPERATION OF THE SCHOOL

A. MISSION

MVMPCS is a small, intimate and democratic learning community where children learn actively, think critically and solve problems creatively. Students' innate desire to learn is fostered using the Montessori approach: a prepared environment, hands-on materials, mixed-age classes, and self-directed learning. Students are empowered to become responsible, confident, caring citizens who possess strong academic skills and an enduring love of learning.

B. VISION

The vision for MVMPCS is based on the hopes and dreams of the founding members and on observations of successful schools conducted by the Carnegie Foundation that resulted in the report “The Basic School: A Community for Learning.”

1. We will build a sense of community based on a shared vision by:
 - a. Maintaining a school size small enough for everyone to be known by name,
 - b. Engaging the parents and other members of the wider community in administration, curriculum, and day to day classroom activities,
 - c. Developing from within the whole community norms of caring, justice, discipline and communication, and traditions of celebration, and
 - d. Eliminating or minimizing competition, rewards, and punishments.
2. We will give intellectual priority to the centrality of language, understood broadly as the use and study of symbols: words, numbers, and the arts. These three broad groupings will be explored at a student’s own pace with the maximum amount of autonomy and self-evaluation possible.
3. We will develop a curriculum with coherence, based on the successful implementation of the Montessori Scope and Sequence by certified teachers and supplemented with cross-reference to the Frederick County Public School Curriculum. MVMPCS students will build a solid knowledge base through active learning in interdisciplinary projects and research and perform at or above average on all required state standardized tests.
4. We will create a climate for creative, active learning by:
 - a. Implementing the interactive, self-directive elements of the Montessori curriculum as well as the extensive use of interdisciplinary projects and research in the older grades,
 - b. Empowering teachers to do their creative best and making time for them to work with one another, and
 - c. Keeping class size to a maximum of 25 students.

5. We will educate the whole child, body, mind, and spirit by:
 - a. Modeling core values such as honesty, respect, responsibility, compassion, self-discipline, perseverance, giving, friendship, independence, tolerance, and democracy,
 - b. Embodying these values in the processes in the classroom and the governance structure,
 - c. Maximizing the use of the arts and freeing the child's body for movement, not only on the playground, but in the classroom, and
 - d. Creating an opportunity for students to experience the excitement of learning new skills and knowledge, and also to reflect on the deeper purposes of life.

C. ADMISSION

The terms of admission to MVMPCS will be as follows:

1. Admission to MVMPCS will be open to all students residing in Frederick County eligible for pre-kindergarten through eighth grade on a space available basis. The charter school will continually strive to have a student body representative of FCPS population and report such status annually.
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. An exception may be granted by the board for families of the initial charter, for the children of the school improvement/leadership team members, or for siblings of students currently enrolled in the charter school identified at the time of the application so long as the total number of students allowed under this exemption constitutes only a small percentage of the school's total enrollment. The director of the Student Services Department provides oversight of the process to assure adherence to federal and state requirements.

D. CURRICULUM

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

1. MVMPCS 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 Frederick County Public Schools Essential Curriculum.
3. 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 MSA.

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

MVMPCS will work closely with the Frederick County Public Schools (hereinafter “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 MVMPCS. The parents and staff of MVMPCS 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 and resources necessary to provide all identified services. FCPS staff will confer with the principal educator on the assignment of Special Education personnel to MVMPCS.

G. FACILITIES

The facility in which MVMPCS is located must support the needs of the educational program.

1. If MMCI wishes to use existing Frederick County Public Schools buildings, such use must be negotiated with the Board of Education. Provided space is available, upon mutual agreement, MMCI may use FCPS buildings at no charge for use of the facility.

2. MMCI shall be responsible for providing a facility for MVMPCS. MMCI reserves the right to request that the Board consider changes to existing practice, including the purchase of a facility in accordance with provisions of Maryland law and utilizing the existing fiscal allocations to the charter school.
3. 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 MVMPCS. A portion of the per-pupil allocation may be used to pay for the cost of the facility.
4. If MMCI chooses to locate MVMPCS in a non-FCPS owned facility, the building must adhere to local and state building codes and regulations. Policies and regulations related to health and safety cannot be waived.
5. MMCI will provide evidence of appropriate property and casualty insurance.

H. TRANSPORTATION OF STUDENTS

Transportation shall be the responsibility of MMCI except for those students who live along an established route that passes MVMPCS. MMCI reserves the right to request that the Board consider changes to existing practice.

I. STUDENT HEALTH SERVICES

At the annual designation and funding of the Frederick County Health Department, a Frederick County Health Department Health Technician may be present in the building during the student day who is supervised by a Health Department nurse. The Frederick County Health Department shall be responsible for providing the personnel and associated costs.

J. STUDENT RECORDS

MVMPCS will use the FCPS established procedures for student record keeping, including electronic student attendance, and will follow FCPS regulations regarding attendance requirements, withdrawals, etc. All FCPS student records and forms will be used to ensure consistency throughout the county.

K. REGULATIONS/LEGAL

MVMPCS shall comply with the provisions of state and federal law and regulation governing other public schools pursuant to ED §9-106. MVMPCS shall comply with all Board policies and regulations not in conflict with or pre-empted by this Charter, or unless otherwise waived. MMCI reserves the right to appeal interpretation or application of Board policies and regulations.

L. PERSONNEL

It is the intention of MMCI and FCPS to confer on the hiring of all MVMPCS personnel. The employees of the MVMPCS are, however, FCPS employees and as such are afforded all rights as outlined in ED §9-108 and in the respective collective bargaining agreements with FCTA, FASSE or FCASA. Personnel procedures will be implemented in accordance with FCPS policies and regulations.

1. The principal educator, assistant principal, and teachers will meet the MSDE certification requirements.
2. The primary, lower elementary and upper elementary teachers will be Montessori trained with the exception of extenuating circumstances.
3. The principal educator, middle school teachers, and teacher assistants are not required to have Montessori training but it is preferred.
4. MVMPCS staff shall be observed and evaluated consistent with state law and FCPS procedures. The FCPS instructional director will evaluate the principal educator and the principal educator 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 MVMPCS.

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 MVMPCS.
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 MVMPCS.
2. Submits charter application to Board for approval.
3. Functions as the operator of MVMPCS and the legal entity entering into this charter agreement with the Board.
4. Approves charter amendments, waivers, and annual budgets proposed by the MVMPCS 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 and audit for submission to the Board.

C. OPERATION

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

V. MVMPCS GOVERNING COUNCIL

A. DEFINITION

There shall be constituted a standing committee of the Corporation termed the Governing Council (hereinafter “GC”). The GC shall be the policy making body of MVMPCS 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 include, but are not limited to, the following:

1. Carries responsibility for MVMPCS policy decisions and monitors the operational decisions of the principal educator.
2. Determines MVMPCS policies (e.g. discipline, school calendar, length of instructional day, extracurricular activities).
3. Determines staffing levels and position descriptions for MVMPCS.
4. Determines annual budget for MVMPCS, based on academic needs and goals, and provides financial reports to the Corporation through the Treasurer.
5. Determines curriculum and monitors its implementation.
6. Submits Annual Report and audit to MMCI.
7. Proposes amendments to the charter and presents them to MMCI for approval and submission to the Board.
8. Appoints committees to support school operations and receives regular committee reports.
9. Develops a culture consistent with mission and vision of the school in collaboration with parents, faculty, and students.
10. Provides input to instructional director for evaluation of principal educator.
11. Negotiates and monitors 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, 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.

B. ENROLLMENT

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 up to 270 students. Under-enrollment as identified by the September 30 enrollment count may result in funding adjustments for current fiscal year. MMCI may request an increase to the allocation based on student enrollment through the annual adopted budget process.

C. ACCOUNTING

MVMPCS must adhere to financial, programmatic, or compliance audits consistent with federal, state, and local laws and budget procedures and deadlines. (Section I. 4. of Board Policy 440).

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 fact 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 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 heirs, personal representatives, and assigns.

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

WITNESS:

_____	_____ (SEAL)
Date	Kim Standing, President Monocacy Montessori Communities, Inc.

_____	_____ (SEAL)
Date	Jean Smith, President Board of Education of Frederick County

_____	_____ (SEAL)
Date	Linda D. Burgee, Superintendent Frederick County Public Schools

STATE OF MARYLAND:
COUNTY OF FREDERICK:

I hereby certify that on this ____ day of _____, 2010, the above named **Kim Standing**, 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.

Notary Public

My Commission Expires:

STATE OF MARYLAND:
COUNTY OF FREDERICK:

I hereby certify that on this ____ day of _____, 2010, the above named **Jean Smith**, 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.

Notary Public

My Commission Expires:

STATE OF MARYLAND:
COUNTY OF FREDERICK:

I hereby certify that on this ____ day of _____, 2010, the above named **Linda Burgee**, 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.

Notary Public

My Commission Expires: