

## CHARTER

THIS Charter dated May 24, 2017 is hereby established by and between the Board of Education of Frederick County, Maryland (hereinafter called "Board") and the Frederick Classical Charter School, Inc. (hereinafter called "FCCS"), 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 April 6, 2011, the Board approved the Charter application submitted by Frederick Classical Charter School, Inc. as amended and with conditions stipulated for the formation of the Frederick Classical Charter School; 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 FCCS to open a public charter school (the "School"); and

WHEREAS, this Charter and the Application govern and describe FCCS's operation of the School that has been authorized by the Board, and the Board's supervision of the School pursuant to Title 9; and

WHEREAS, on February 3, 2012, the Parties entered into the original Charter agreement; and

WHEREAS, on December 14, 2016, the Board approved renewal of the Charter; 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 FCCS on behalf of and solely for the benefit of the FCCS as an education corporation incorporated in the State of Maryland which, pursuant thereto, will be authorized to establish, organize and operate the School, to be known as the "Frederick Classical Charter School," 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

1. The term of the contract is valid upon all parties signing and for School operation commencing July 1, 2017 – June 30, 2025, subject to meeting the terms and conditions as outlined herein and per Board Policy 440 and Maryland law.
2. FCCS may request an extension of the term of the contract at any time, which may be granted at the Board's sole discretion.
3. FCCS may request an extension of the term of the contract, which the Board will review and vote on accordingly.

## C. RENEWAL

Prior to the expiration of the Charter, FCCS may request renewal of the Charter by the Board. The Board and FCCS recognize that the interests of the students are best served by maintaining a stable learning environment and, therefore, the Board and FCCS shall apply their best efforts toward such a renewal and shall conduct the renewal process in good faith and in accordance with criteria outlined in Board Policy 440.

## D. REVOCAATION

FCCS's and the School's performance shall be evaluated in accordance with the performance standards set forth in its Application, Board policy and this Agreement. The following provision shall apply:

The Board will give FCCS ample and reasonable opportunity to remediate issues prior to revocation of the Charter, in accordance with guidelines outlined in Board Policy 440.

## E. PROBATION AND REMEDIES

The Board may place the FCCS on probationary status to allow the implementation of a remedial plan, and in accordance with guidelines as outlined in Board Policy 440, prior to the determination to revoke the Charter.

## 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 FCCS and the School.

# II. OPERATION OF THE SCHOOL

## A. MISSION

The mission of the School is to provide elementary and middle school-aged children in Frederick County with a well-rounded, college-focused instructional program that develops students' knowledge, reason, and self-expression.

B. VISION

The long-term vision of the School is to be nationally recognized as a replicable model for providing a traditional, rigorous liberal arts education using well-researched instructional approaches. Through its Summer Institute and in-service training, the School will provide teachers with professional development in subject matter content, cognitive science, and research-based pedagogy. The principal, staff, and school improvement team will look first to data and evidence to better school performance, with the guiding principle that programs should be specific, replicable, and monitored to validate the achievement of its intended results.

C. ADMISSION / Target-Student Population

The terms of admission to the School will be as follows:

1. Admission to the School will be open to all students residing in Frederick County and any others as allowed by Title 9 of the Education Article, who are eligible for kindergarten through sixth grade. The Parties agree that enrollment may increase two students per grade level (i.e. Grades 1-4 school year 2017-18 and Grades 5-8 school year 2018-19), for a maximum enrollment of 376 students by school year 2018-19.
2. It is an expectation that a public charter school will recruit and target all segments of the community. Except as otherwise allowable by law as identified in paragraph 3 below, the public charter school may not deny admission based on illegal discriminatory factors such as race, gender, ethnicity, religious preference, socio-economic conditions, disability, or sexual orientation. It is an expectation that public charter schools continually strive to have a student population representative of the overall FCPS student population and report such status annually.
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. The director of Student Services provides oversight to the process to assure adherence to federal and state law, and Board Policy 440.

A public charter school may give greater weight to a student's lottery status if the student is:

- a. Eligible for free and reduced-price meals
- b. A student with disabilities
- c. A student with limited English proficiency
- d. Homeless
- e. A sibling of a student currently enrolled

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.

#### D. CURRICULUM

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

1. FCCS 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 curriculum shall not be abandoned or substantially modified without prior written approval of the Board. Additional curriculum shall not be adopted or implemented without prior written approval of the Board. Recognizing that instructional staff must have reasonable flexibility to create, obtain, and use worksheets and similar classroom materials within the curriculum, School staff are expected to use instructional materials and tools that are consistent with the approved curriculum.
2. Curriculum development is based on the scope and sequence of the trivium as defined in the application and supplemented with cross-reference to the FCPS Essential Curriculum.
3. In accordance with Board Policy 440, FCCS must meet or exceed current school accountability provisions of the Board, Board-adopted goals and state regulations and statutes. FCCS will meet or exceed the accountability criteria as outlined in Board Policy 440.

#### 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

FCCS is obtaining its special education services as an “in-kind” service from FCPS. FCCS 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 the School. The parents and staff of the School 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.

Due to the curricular choices of FCCS outlined in the application and approved by the Board, the following materials of instruction specific to reading instruction may be provided to FCCS for special education students as part of the “in-kind” services to which the special education students are entitled:

1. Spalding
2. Orton-Gillingham
3. Lindamood-Bell

## G. FACILITIES

1. FCCS shall be responsible for providing a facility for the School. FCCS will provide evidence of appropriate property and casualty insurance once the property has been purchased, leased, or rented.
2. FCCS may be located in space provided on a private site, in a non-school system public building or in any other suitable location that meets local and state building codes and regulations. FCCS may own, lease or rent its space.
3. The Board may provide access to a facility under its jurisdiction, as well as surplus equipment, furnishing, and educational materials pursuant to §9-109 of Title 9.
4. If the facility is owned, leased, or rented by FCCS, FCCS shall be responsible for managing all costs associated with the construction, maintenance, and upkeep for the facility. FCCS may allocate funds from the per-pupil allocation under Section V of this Charter to cover part or all of the costs.
5. The building must adhere to local and state building codes and land use regulations.
6. Policies and regulations related to health and safety may not be waived. The FCCS facility is subject to public access requirements set forth in FCPS Regulation 100-01. The parties agree that this term and condition may be subject to further negotiation in the event Maryland law or the State Board of Education issues a ruling which permits a charter school to use its facilities at its discretion.
7. In the event that FCCS moves to a different location during the term of this Agreement, or during any renewal period, FCCS shall notify the Board in writing of its proposed relocation at least ninety (90) days prior to the proposed relocation. FCCS shall provide evidence that the facility meets applicable health, safety and fire code requirements and is of sufficient size to safely house anticipated enrollment. In the event of a need to relocate FCCS on a temporary basis due to unforeseen circumstances, the Board will provide support to assist with relocation efforts.
8. The Board may disapprove a proposed location for the charter school if it determines that the building and grounds are unsafe, inadequate or insufficient to meet the academic and instructional program requirements necessary for a public charter school.

## H. TRANSPORTATION OF STUDENTS

Transportation shall be the responsibility of FCCS families with the following exceptions:

1. Students who live along an established bus route that passes the School facility; and
2. Special education students with transportation on their IEPs.

If FCCS subsequently determines to provide transportation during the term of this Charter, it may contract with an approved provider, or provide services directly, for transportation

services within provisions allowable under the negotiated agreement and in compliance with laws and regulations governing transportation of public school students.

I. STUDENT HEALTH SERVICES

At the annual designation and funding of the Frederick County Health Department ("FCHD"), an FCHD health technician may be present in the building during the student day that is supervised by an FCHD nurse. The FCHD shall be responsible for providing the personnel and associated costs.

J. STUDENT RECORDS

The Frederick Classical Charter School 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 with some allowances for changes in report cards.

K. REGULATIONS/LEGAL

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

L. PERSONNEL

It is the intention of FCCS and FCPS to confer on the hiring of all the Frederick Classical Charter School personnel. The employees of FCCS are 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. The following personnel procedures will be implemented in accordance with FCPS policies and regulations.

Candidate Requirements

1. The principal, assistant principal, teachers, teachers' assistants, paraprofessionals, and any other educational staff ("Staff") will meet the appropriate certification requirements as identified by the Maryland State Department of Education ("MSDE"):
  - a. If FCCS's request for a waiver is accepted by the MSDE, secondary certified Latin teachers may teach Latin in grades 4-8.
  - b. If FCCS's request for a waiver is accepted by the MSDE, secondary certified Spanish teachers may teach Spanish in grades K-8.
2. The Staff are not required to have prior experience working in a classical school or with the curricular materials and approaches used in the school, but it is strongly preferred.
3. FCPS shall work closely with FCCS in selecting Staff. The Board and FCPS shall, subject to any limitations in any applicable collective bargaining agreement, allow FCCS or its

designees to participate in the recruitment, and will work jointly with FCCS in the interviews and selection of candidates for Staff positions.

#### Evaluation

1. Staff shall be observed and evaluated consistent with state law and FCPS procedures.
2. The evaluation forms for Staff shall address factors, such as: ability to adhere to the mission of the school, curricular content, pedagogical techniques, management approaches, professional development, and school culture described in the Application.
3. FCCS agrees that teachers, administrators, and support staff of the School will be evaluated in the same manner used for other FCPS personnel holding similar positions and consistent with applicable requirements of law and collective bargaining agreements. FCCS, through its Governing Board or designee of its Governing Board, will provide input to FCPS regarding the principal's performance.
4. The principal shall be responsible for evaluating other Staff.
5. FCCS may designate up to three members of its Governing Board who shall have a right to inspect evaluations of Staff working at the School for legitimate management-related purposes. The designees' access to and handling of any evaluation materials shall be subject to confidentiality requirements of law and applicable collective bargaining agreements. The use of the evaluation materials shall be solely for the purposes of management of the School. Steps such as redaction of names and similar employee-specific identifying information may be undertaken to facilitate access to the evaluation materials. FCCS assumes the responsibility and liability associated with its Governing Board as it relates to any breach of privacy or confidentiality laws.

#### Removal from Position

1. In accordance with §6-202 of the Education Article, Annotated Code of Maryland, a principal may be suspended without pay or terminated for misconduct, insubordination, immorality, willful neglect of duty or incompetence provided appropriate due process is provided. The Superintendent will provide notification of any such recommendation to FCCS.
2. In accordance with §6-201, a principal may be transferred to another position if the Superintendent determines such transfer is in the best interest of the school system. The Superintendent or designee will seek input from the FCCS Governing Board prior to making any decision regarding transfer of the principal. Subject to the Superintendent's ultimate authority under §6-201(b) of the Education Article, Annotated Code of Maryland, to assign and transfer public school employees as the needs of the schools require, the Superintendent will, as early as reasonable upon identification of a possible assignment or transfer impacting the School, notify FCCS of assignment decisions affecting the School.

#### Staffing Autonomy

The Board recognizes that FCCS wishes to have the greatest degree of autonomy in staffing possible that is not in conflict with state law, so as to better fulfill its mission.

### III. BOARD

#### A. DEFINITION

The Board is the chartering authority which has authorized FCCS to establish and operate the School.

#### B. DUTIES AND RESPONSIBILITIES

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

1. Evaluation of performance and compliance with the Charter.
2. Determine annually the funding allocation for FCCS as is consistent with Maryland law.
3. Ensure annual funding is available to FCCS not later than July 15 of any given fiscal year for the term of this agreement.
4. Evaluate and act upon any proposed amendments to this Charter.
5. Evaluate and act upon renewal prior to the expiration of the current Charter.

### IV. FCCS

#### A. DEFINITION

FCCS 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 the School.
2. Submits charter application to Board for approval.
3. Functions as the operator of the School and the legal entity entering into this Charter agreement with the Board.
4. Approves Charter amendments, waivers, and annual budgets and submits them to the Board for approval/negotiation.
5. Negotiates terms and use of facilities.
6. Approves Annual Report for submission to the Board.
7. Provides annual audit to the Board, as required by law. Given, however, that the current FCPS procedure is for FCPS to retain in its accounts the Section V funding allocation and for charter operators to use the FCPS procurement system, which creates a record of each



transaction accessible to FCPS; that this process requires approval from FCPS employees; and that, unlike other counties in Maryland, FCPS does not disburse funds directly to bank accounts of charter school operators. FCCS plans to request a state waiver from the requirement that FCPS-provided funds be audited. If this waiver is approved, FCCS shall abide by the terms and conditions of the waiver with regard to the audit of FCPS funds. *Board's response: In general, the Board does not support waivers of audit requirements. FCPS-provided funds are automatically audited so it is unclear why a waiver is necessary.*

8. Carrying responsibility for FCCS policy decisions and monitoring the operational decisions of the principal.
9. Determining FCCS policies (e.g. discipline, school calendar, length of instructional day, extracurricular activities), provided that a waiver is granted if FCCS's proposed policies conflict with Board policy or regulation.
10. Determining staffing levels.
11. Creating position descriptions in consultation with FCPS Human Resources staff.
12. Allocating annual budget for FCCS, based on academic needs and goals, and providing financial reports to the Corporation through the Treasurer.
13. Determining curriculum and monitoring its implementation.
14. Appointing committees to support School operations and receive regular committee reports.
15. Developing a culture consistent with mission and vision of the School in collaboration with parents, faculty, and students.
16. Providing input to the instructional director regarding expectations and overall evaluation of the principal.

#### C. OPERATION

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

### V. 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 FCCS 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. FCCS 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 Section II, paragraph C.1 of this Charter.

B. ACCOUNTING

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

## VI. 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.

Per Board Policy 440, FCCS may request consideration to be deemed an eligible public charter school, which will be evaluated based on criteria per Maryland law and Board policy. If deemed an eligible public charter school, the Parties may negotiate additional terms as outlined in Board policy and Maryland law.

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 has 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.

H. MEMORIALIZATION OF INTENT/FUTURE RULINGS

It is the intent of FCCS, Inc. to operate the School with the greatest degree of autonomy and freedom afforded under the Maryland state law, so as to better fulfill its mission. In the event that changes to Maryland law, state edicts, state Board of Education opinions, or other rulings enable FCCS to operate with greater autonomy and freedom, no part of this contract shall be interpreted to mean that FCCS has negotiated away the ability to operate in accordance with future rulings that accord it additional latitude. FCCS and the Board shall have the right to operate in accordance with future rulings after they are issued.

I. DISCLAIMER OF LIABILITY

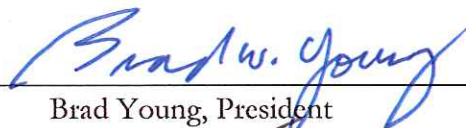
The Parties acknowledge that neither FCCS nor the School is acting as the agent of the Board, that the Board does not assume liability for any loss or injury resulting from the acts or omissions of FCCS or the School, its directors, trustees, agents or employees, and that FCCS and the School do not assume liability for any loss or injury resulting from the acts or omissions of the Board, its members, agents, or employees. FCCS acknowledges that it is without authority to extend the faith and credit of the Board to any third party. FCCS and the School shall clearly indicate to landlords that the obligations of FCCS and the School under agreement or contract are solely the responsibility of FCCS or the School and are not the responsibility of the Board.

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.

WITNESS:

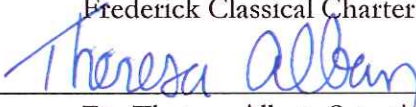
5/24/17  
Date

  
\_\_\_\_\_(SEAL)  
Brad Young, President  
Board of Education of Frederick County

5-18-2017  
Date

  
\_\_\_\_\_(SEAL)  
Jennifer Burley, President  
Board of Trustees  
Frederick Classical Charter School, Inc.

5/24/17  
Date

  
\_\_\_\_\_(SEAL)  
Dr. Theresa Alban, Superintendent  
Frederick County Public Schools

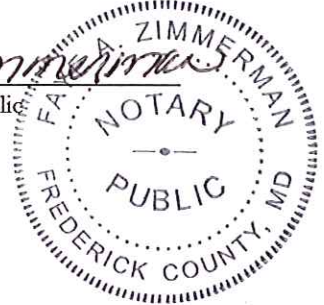
STATE OF MARYLAND:

COUNTY OF FREDERICK:

I hereby certify that on this 24<sup>th</sup> day of May, 2017, before me, a Notary Public of the state aforesaid, personally appeared **Brad Young**, who made acknowledgment on behalf of the Board of Education of Frederick County, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing by himself as President of the Board of Education of Frederick County, Maryland.

In witness whereof, I hereunto set my hand and official seal.

Jaye A. Zimmerman  
Notary Public



My Commission Expires: 9/15/20


STATE OF MARYLAND:

COUNTY OF FREDERICK:

I hereby certify that on this 18<sup>th</sup> day of May, 2017, before me, a Notary Public of the state aforesaid, personally appeared **Jennifer Burley**, who made acknowledgment on behalf of the Board of Trustees of Frederick Classical Charter School, Inc., and that she as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing by herself as President of the Board of Trustees of Frederick Classical Charter School, Inc.

In witness whereof, I hereunto set my hand and official seal.

Elsa M. Pereira  
Notary Public



My Commission Expires: 8-14-2018

STATE OF MARYLAND:

COUNTY OF FREDERICK:

I hereby certify that on this 24<sup>th</sup> day of May, 2017, before me, a Notary Public of the state aforesaid, personally appeared **Dr. Theresa Alban**, who made acknowledgment on behalf of Frederick County Public Schools and that she as such Superintendent, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing by herself as Superintendent of Frederick County Public Schools.

In witness whereof, I hereunto set my hand and official seal.

Jaye A. Zimmerman  
Notary Public



My Commission Expires: 9/15/20