

CHARTER

THIS Charter dated June 24, 2026 is hereby established and between the Board of Education of Frederick County, Maryland (hereinafter, the 'Board') and the Monocacy Montessori Communities, Inc. (hereinafter, "MMCI"), collectively referred to as "the Parties."

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, the Maryland Legislature has enacted Title 9 of the Educational Article of the Annotated Code of Maryland ("Title 9") 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, on September 8, 2010, the Board approved the Charter application submitted by MMCI as amended and with conditions stipulated (hereinafter referred to as the "Application") to operate the Carroll Creek Montessori Public Charter School (hereinafter "CCMPCS" or the "School"); and

WHEREAS, the original Charter agreement approved by the Board was for a term of four (4) years from July 1, 2012 to June 30, 2016; and

WHEREAS, on December 16, 2015, the Board approved a renewal of the Charter for an additional four (4) years; and

WHEREAS, on December 11, 2019 the Board approved a renewal of the Charter for an additional five (5) years; and

WHEREAS, on February 22, 2025, the Board approved a renewal of the Charter for an additional nine (9) years; and

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

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 the School, to be known as “Carroll Creek Montessori Public 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, 2026, and expiring on June 30, 2034, subject to meeting the terms and conditions as outlined herein and per Board Policy 440, FCPS Regulation 440-01, and Maryland law.
2. MMCI may request an extension of the term of the contract, which the Board will review and vote on accordingly.

C. RENEWAL

No later than March 1 of the year prior to the Charter expiring (*i.e.*, March 1, 2033), the MMCI Governing Board must submit written notice of its intent to renew its contract. The Board and MMCI recognize that the interests of the students are best served by maintaining a stable learning environment and, therefore, the Board and MMCI 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 and FCPS Regulation 440-01.

D. REVOCATION

1. MMCI’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.
2. The Board will give MMCI ample and reasonable notice in writing of and opportunity to remediate issues prior to revocation of the Charter in accordance with guidelines outlined in Board Policy 440 and FCPS Regulation 440-01.

E. PROBATION AND REMEDIES

The Board may place CCMPCS on probationary status to allow the implementation of a remedial plan, and in accordance with guidelines as outlined in Board Policy 440 and FCPS Regulation 440-01, prior to the determination to revoke the charter.

F. TERMS AND CONDITIONS OF APPLICATION

The Parties hereto expressly agree that the Application, and any amendments thereto, sets forth the overall goals, standards, and general operational policies of MMCI and the School.

II. OPERATION OF THE SCHOOL

A. ADMISSION / TARGET – STUDENT POPULATION

1. A public charter school is chosen by parents for their children and is open to all students residing in Frederick County and any others as allowed by Title 9 of the Educational Article, who are eligible for kindergarten through eighth grade for a maximum enrollment of 270 students, as physical space allows and can accommodate, as well as an additional 60 pre-kindergarten students.
2. It is an expectation that a public charter school will recruit and target all segments of the community in order for the student population to be as representative of the overall FCPS student population as possible. Except as otherwise allowable by law, the public charter school may not deny admission based on illegal discriminatory factors such as race, gender, ethnicity, religious preference, socio-economic conditions or disability, or sexual orientation. MMCI shall report to the Board on the composition of its student population annually.
3. The process for admission shall be in full compliance with Board Policy 440 and FCPS Regulation 440-01.
4. A random selection process must be used if the number of qualified applicants exceeds the predetermined student capacity in the public charter school. The Chief of Schools or their designee provides oversight to the process to assure adherence to federal and state law, Board Policy 440, and FCPS Regulation 440-01.
5. 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, as defined under the federal McKinney-Vento Homeless Assistance Act; or
 - e. The sibling of a student currently enrolled in the School for which the sibling is applying.
6. Enrollment preferences are permitted for children of employees of the charter school, provided the total number of students does not exceed 10% of the total student population. A student enrolled as the child of an employee may remain at the School if the employee departs the School at any time for so long as the parent wishes, provided that the student remains eligible to attend school in Frederick County.

7. The School may give priority to the sibling of any student admitted through the lottery process or a currently enrolled student for any spaces in the School that become available during the school year.

B. CURRICULUM

1. The curriculum established by the CCMPCS shall be consistent with that set forth in the Application.
2. 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.
3. Curriculum development is based on the Montessori Scope and Sequence and supplemented by FCPS Essential Curriculum.
4. 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.
5. 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 reach a level of Spanish-language mastery commensurate with the number of years of Spanish coursework taken at CCMPCS, up to the equivalency of Spanish II. If no agreement can be reached FCPS will determine the appropriate assessment.

C. LENGTH OF 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. MMCI and the School will determine the specific bell schedule to be utilized within the student day.

D. SPECIAL POPULATIONS

1. MMCI agrees to receive its special education services at CCMPCS as an “in kind” service.

2. MMCI 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 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.
3. The principal will ensure that all IEPs and 504 Plans are fully implemented.
4. FCPS will be responsible for assigning staff necessary to provide all identified services. FCPS staff will confer with the principal on the assignment of Special Education personnel to the School.

E. FACILITIES

1. MMCI shall be responsible for providing a facility for the school. The School 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 land use or other regulations. MMCI may own, lease, or rent its space. Regardless of whether the facility is owned, leased, or rented by MMCI, MMCI shall be responsible for managing all costs associated with the construction, maintenance, and upkeep for the facility. MMCI may allocate funds from the per-pupil allocation under Section V of this Charter to cover part or all of the costs.
2. The Board may disapprove of a proposed location for the charter school only 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. Policies and regulations related to health and safety may not be waived.
3. The Board may provide access to a facility under its jurisdiction, as well as surplus equipment, furnishing, and educational materials pursuant to Md. Code Ann., Educ. § 9-109.
4. If the School moves to a different location during the terms of this Agreement, or during any renewal period, MMCI shall notify the Board in writing of its proposed relocation at least ninety (90) days prior to the proposed relocation. MMCI 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 the School on a temporary basis due to unforeseen circumstances, the Board will provide support to assist with relocation efforts.
5. MMCI will provide evidence of appropriate property and casualty insurance once the property has been purchased, leased, or rented. The procured insurance shall name the Board, the Board members, and FCPS and its employees, including the Superintendent, as named additional insured.
6. The School facility is subject to public access requirements set forth in FCPS Regulation 203-01, *Rental of School Facilities*.

7. 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.

F. TRANSPORTATION OF STUDENTS

1. Transportation shall be the responsibility of School families except for those special education students with transportation on their IEPs or students subject to the McKinney-Vento Homelessness Assistance Act.
2. If CCMPCS subsequently determines to provide transportation during the term of this Charter, it may contract with an approved provider or provide services directly for transportation within provisions allowable under the negotiated agreement between FCPS and the Frederick Association of School Support Employees (FASSE) and in compliance with laws and regulations governing transportation of public school students.

G. STUDENT HEALTH SERVICES

Student Health Services will be provided in accordance with the Memorandum of Agreement between Frederick County Public Schools and Frederick County Government dated December 10, 2024 (the "SHS MOA"). The obligations under the SHS MOA shall apply equally to the Charter. A copy of the SHS MOA has been provided to CCMPCS and the School administrator; any updates or amendment to the SHS MOA will be provided to CCMPCS and the School administrator within ten (10) working days of its execution.

H. THIS PARAGRAPH INTENTIONALLY LEFT BLANK.

I. STUDENT RECORDS

MMCI and the School will (1) use the FCPS established procedures for student record keeping, including daily student attendance taken electronically consistent with State attendance reporting requirements, (2) will follow FCPS regulations regarding attendance requirements, withdrawals, etc., and (3) will make use of the FCPS student information system. All FCPS student records and forms will be used to ensure consistency throughout the county with some allowances for changes in report cards.

J. REGULATIONS/LEGAL

MMCI and the School shall comply with the provisions of state and federal law and regulation governing other public schools pursuant to Md. Code Ann., Educ. § 9-106. MMCI shall comply with all Board policies and regulations not in conflict with or preempted by this Charter, unless otherwise waived.

K. PERSONNEL

1. The Board recognizes that MMCI wishes to have the greatest degree of autonomy in staffing, without being in conflict with state law or collective bargaining agreements, to better fulfill its mission.
2. School staff, including administrators, teachers, and support professionals are FCPS employees and as such are afforded all rights as outlined in Md. Code Ann., Educ. § 9-108, in Board of Education policies and FCPS regulations, and in the respective collective bargaining agreements with the Frederick County Teachers Association (FCTA), the Frederick County Administrative and Supervisory Association (FCASA), and Frederick Association of School Support Employees (FASSE). A copy of the negotiated agreements are available at:
https://www.fcps.org/staff/labor_relations_salary/negotiated_agreements.
3. Hiring
 - a. The Parties intention is to confer on the hiring of all School personnel, including ensuring CCMPCS' participation in the recruitment, interview, and selection of candidates for positions at the School, subject to any limitations in any applicable collective bargaining agreement and the MMCI Hiring Policy.
 - b. All staff shall be hired in accordance with the standard FCPS Human Resources business practices. Specifically, staff will be selected by the School from the pool of qualified candidates provided to the School by FCPS Human Resources to fill any vacancy.
 - c. When posting a vacancy for a Montessori classroom teacher at CCMPCS, FCPS Human Resources will include the following statement in the position posting: "Montessori certification preferred but not required. A selected candidate without a Montessori certification must be willing to begin the certification process within two school years." Any postings for special area teachers will not contain language regarding "Montessori certification preferred but not required."
 - d. The School principal, in collaboration with the Governing Council ("GC"), shall be responsible for selecting an interview panel, conducting the candidate interviews, and selecting a candidate for the position with all necessary support from FCPS Human Resources in collaboration with the staffing chairperson from the GC or another designated parent representative. All interview panelists, including any GC or CCMPCS representatives, shall sign the confidentiality agreement required by FCPS Human Resources of all interview panelists. The final decision on the selection of a candidate shall rest with the School principal.
 - e. The School principal shall serve as the instructional and operational leader of the School and shall be responsible for the day-to-day administration of the School,

including the implementation of the educational program, supervision of staff, and implementation of policies adopted by the GC.

- f. The School administrators will be selected by the Superintendent for recommendation to the Board with representatives from MMCI participating on the interview panel and in making a recommendation to the Superintendent.
- g. The selected principal, assistant principal, teachers, instructional assistants, paraprofessionals, and any other educational staff will meet the appropriate certification or licensure requirements as identified by the Maryland State Department of Education ("MSDE").
- h. Nothing in this Charter Agreement shall be construed to abridge the Superintendent's right pursuant to Md. Code Ann., Educ. § 6-201(b)(2) to transfer personnel as the needs of the schools require. However, such assignments and transfers shall be made in a manner that respects the charter school's autonomy, mission, educational program, and staffing needs as provided under Maryland charter school law and this Charter Agreement. Consistent with that commitment, before assigning an employee to the School or transferring an employee from the School, the Superintendent will, as early as reasonably possible upon identification of a possible assignment or transfer impacting the Charter School, consult with the FCPS School Administration & Instruction Leadership Director assigned to the School and with the FCPS Charter School Liaison to consider the impact on the School's educational program.
- i. Except in extenuating circumstances, all Montessori classroom teachers (but not including special area teachers) shall be Montessori-certified for the appropriate age group through a program accredited by the Montessori Accreditation Council for Teacher Education (MACTE), have an MSDE-issued Montessori Professional License (MPL), or shall earn such certification or licensure within two (2) school years of being hired as a teacher at the School. The School principal shall be certified or licensed as a Montessori teacher at the time of hire with the School or shall earn a Montessori Administrator certification through an approved provider within four (4) school years of being hired as the School principal.
- j. All other staff are not required to have Montessori training, but it is preferred.

4. Evaluation

- a. Staff shall be observed and evaluated consistent with FCPS procedures in the same manner used for other FCPS personnel holding similar positions and consistent with applicable requirements of law and the collective bargaining agreements.
- b. The principal shall be responsible for evaluating School staff using evaluation forms addressing 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.

- c. The FCPS instructional director will evaluate the principal with input regarding the principal's performance from MMCI through its Governing Board or its designee.

III. BOARD OF EDUCATION

The Board's duties and responsibilities include but are not limited to, the following:

1. Evaluation of performance and compliance with charter.
2. Determination annually of the funding allocation for the School consistent with Maryland law
3. Evaluation of and action upon any proposed amendments to this Charter.
4. Evaluation of and action upon renewal of this Charter prior to its expiration.

IV. MMCI

A. OPERATION

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

B. DUTIES AND RESPONSIBILITIES

MMCI's duties and responsibilities include, but are not limited to, the following:

1. Defining and safeguarding the mission, vision, and goals for the CCMPCS, in collaboration with the GC;
2. Developing a culture consistent with the mission and vision of the School in collaboration with parents, faculty, and staff;
3. Submitting charter renewal applications to the Board for approval;
4. Operating the School and the legal entity entering into this Charter agreement with the Board;
5. Approving Charter amendments, waiver requests, negotiated buy-back services, contracted services, and annual budgets for submission to the Board for approval;
6. Negotiating terms for use of facilities and all contracts related thereto;
7. Approves the School Annual Report for submission to the Board; and
8. Conducting an annual independent audit to submit to the Board, as required by law.

C. CCMPCS GOVERNING COUNCIL

1. There shall be constituted a standing committee of the corporation termed the Governing Council (“GC”), which is made up of parents and staff representatives and the School principal. The GC shall be the policy-development body of the School. The GC shall be organized and run as specified by the MMCI Bylaws.
2. The GC’s duties and responsibilities will be, but are not limited to:
 - a. Carrying responsibility for implementation of CCMPCS policy decisions and monitoring the operational decisions of the principal;
 - b. Developing CCMPCS policies for the School, provided that a waiver is granted if a proposed policy conflicts with Board Policy or FCPS Regulation;
 - c. Determining staffing levels and position posting supplemental requirements;
 - d. Allocating the annual budget for the School, based on academic needs and goals and in compliance with the Education Article;
 - e. Providing financial reports to the Corporation through the Treasurer, who will then provide periodic reports to the Board;
 - f. Ensuring curriculum aligns with the Charter, the Charter Application, and State requirements, and monitoring its implementations;
 - g. Submitting an Annual Report to MMCI;
 - h. Proposing amendments to the Charter and presenting them to MMCI for approval and submission to the Board of Education;
 - i. Appointing committees to support School operations, in accordance with the MMCI Bylaws and other supporting governing documents, and receiving regular committee reports;
 - j. Developing a culture consistent with mission and vision of the school in collaboration with parents, faculty, and students;
 - k. Providing input to the FCPS instructional director regarding expectations and overall evaluation of principal; and
 - l. Negotiating and monitoring independent contracts, such as those for specific educational consultants or equipment leased through FCPS.

V. FISCAL MATTERS AND SERVICES

A. FUNDING

1. In accordance with Md. Code Ann., Educ. §§ 5-234 and 9-109, as further clarified in corresponding State Board rulings, the Board shall disburse to MMCI an amount of county, state, and federal money for elementary and middle school students that is commensurate with the amount disbursed to other public schools in the local jurisdiction.
2. 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. COMMENSURATE FUNDING

1. Commensurate funding will be provided in accordance with Code of Maryland Regulations (COMAR) 13A.02.13.
2. For purposes of Blueprint for Maryland's Future, funding allocations are based the enrollment groups identified in Table 1.

Table 1. Per Pupil Allocation Enrollment Groups

Funding Program	Enrollment Group
Foundation	Approved Charter enrollment in grades K – 12 ¹
College and Career Readiness	Eligible 10 th graders as provided by MSDE in the State Aid Calculation for the funding year
General Education Transportation	Students identified for foundation funding
Comparable Wage Index	Students identified for foundation funding
Compensatory Education	Number of students eligible for Free and Reduced Meals that were part of the September 30 enrollment count from the previous fiscal year
Multilingual Learners	Number of students identified as Multilingual Learners that were part of the September 30 enrollment count from the previous fiscal year
Transitional Supplemental Instruction	Eligible K – 2 nd graders as provided by MSDE in the State Aid Calculation for the funding year
Public Prekindergarten	Eligible prekindergarten students as provided MSDE in the State Aid Calculation for the funding year
Unrestricted Operating Funds	Students identified for foundation funding

¹ The Parties acknowledge that “grades K-12” is a reference to the language used by the Blueprint for Maryland's Future to define the enrollment group. This is not intended to, nor does it, authorize MMCI or CCMCPS to enroll students in grades 9 through 12 as those grades are not authorized pursuant to paragraph II(A)(1) of this Agreement.

3. If a funding program is altered, added, or eliminated by the state legislature, the Charter school funding will be updated to match funding as described in legislation.
4. Operating budgets, matching the allocation, must be submitted to FCPS fiscal services no later than July 31st of the fiscal year to ensure compliance with Education Article § 5-234 (b)(2). Budget allocations and expenses must adhere to the minimum school funding allocation requirements as outlined in the Education Article § 5-234. FCPS shall provide an updated projected per pupil allocation (PPA) amount to the School within five (5) business days of the Frederick County Executive's proposed budget release and within five (5) business days of the Frederick County Council's budget approval, and a final PPA amount within ten (10) business days of the Board of Education's approval of the subsequent fiscal year budget.
5. In the event the Maryland State Board of Education adopts additional regulations or issues a decision or opinion, the Parties agree to meet within thirty (30) days of the operative date of the regulation or the date the decision (once final and no longer subject to further appeal) to review changes in commensurate funding calculations and finalize an amendment to the charter agreement, which amendment shall be in compliance with such regulations, decisions, or opinion.
6. If the Maryland State Department of Education issues funding guidance for regulations that impact the manner in which commensurate funding is calculated, the Parties agree to meet within thirty (30) days to determine how the guidance impacts the calculation of commensurate funding and whether an amendment to the charter agreement is required.

C. ENROLLMENT

1. Annual funding will be based upon the contractually agreed upon enrollment and provided on a per pupil basis for student enrollment up to a maximum of 270 students, as physical space allows and can accommodate.
2. Under enrollment as identified by the September 30 foundation funding enrollment count for students in kindergarten through eighth grades, may result in adjustments for all funding sources that use the foundation count for the current fiscal year. Charter schools will not receive funding for enrollments that exceed the charter enrollment.
3. The annual funding enrollment calculation described in Article V(C)(1) does not include sixty (60) prekindergarten students. Annual funding for prekindergarten students will be based upon the students identified as eligible for funding from the previous year.

D. ACCOUNTING

MMCI and CCMPCS must adhere to financial, programmatic, or compliance audits with the federal, state, and local laws and budget procedures and deadlines, including but not limited to, reporting requirements as outlined in Md. Code Ann., Educ. § 5-406 as part of

the minimum school funding requirements as defined in § 5-234. Except when the Charter uses the FCPS Enterprise Resource Planning (ERP) system for financial recordkeeping, the Charter shall provide monthly reports to the attention of the Associate Superintendent for Fiscal Services to ensure FCPS is able to meet all state-mandated reporting guidelines.

E. SERVICES

1. FCPS will provide services to the charter school for technology (except for Category 04 academic district-wide software contracts as described in accordance with Article V[E][2]), courier services, pupil personnel workers, and CASS workers. FCPS will also provide, as described in the Education Article, career coaches for middle school students. Services provided will be commensurate with traditional schools and follow the Board approved guidance.
2. Notwithstanding Article V(E)(1), FCPS shall provide MMCI, no later than October 31st of each year, with a written list of all available buy-back services and Category 04 academic district-wide contracts for the subsequent school year, including a description of each. With the written list, FCPS staff will provide the anticipated costs for the next fiscal year for each service and a reconciliation of the expenditures for each service for the prior year broken down by budgeted cost and actual cost. MMCI acknowledges that the costs of all services may change from year-to-year and any actual increase or decrease may not be known until the fourth quarter of the fiscal year.
3. MMCI shall notify FCPS by November 30th of its intent to negotiate permissible buy-back services for the subsequent school year, including opting out of services previously received, with those negotiations to be completed by December 31st of each year.
4. The terms of any negotiated buy-back services will be documented in a separate written agreement, which upon execution will be merged into this Charter Agreement as if it were originally incorporated herein.

F. INSURANCES

1. In the event MMCI determines it is in its best interests to procure services on the open market, instead of receiving them from the FCPS, FCPS reserves the right to demand that MMCI obtain a policy of insurance at MMCI's cost. This may include, but is not limited to, general liability insurance, educator's legal liability insurance, crime coverage, workers' compensation insurance, automotive liability insurance, and cyber-risk insurance.
2. The procured insurance shall name the Board, the Board members, FCPS, and its employees, including the Superintendent, as named additional insured.
3. Nothing in this section shall alter or waive any other requirement to obtain insurance described herein or at law.

G. INFORMATION SHARING

1. FCPS shall notify CCMPCS of its official enrollment number as of September 30 of each year by no later than October 31 of that year.
2. FCPS shall provide employee fringe benefits rate information to MMCI within ten (10) business days of the Board adopting a budget for the next fiscal year or by July 1st of each year, whichever date is earlier. FCPS shall make every reasonable effort to provide projected fringe benefits rates during the course of the annual budgeting process.
3. FCPS shall, by July 1st of each year, provide MMCI with a list of District-wide contracts for the subsequent fiscal year. For example, on July 1, 2027, FCPS shall provide a list of District-wide contracts for the 2028-2029 school year. FCPS shall also notify MMCI within ten (10) business days of District-wide contracts entered into after July 1st of each year for the subsequent fiscal year or earlier implementation.
4. FCPS shall provide MMCI with written notice of any proposed or adopted changes to Board Policy 440 and FCPS Regulation 440-01. FCPS shall provide MMCI with written notice when either of Board Policy 440 or FCPS Regulation 440-01 is under review or of any proposed or adopted changes to Board Policy 440 and FCPS Regulation 440-01.

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

1. 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.
2. The requirements of paragraph VI(B)(1) notwithstanding, the Parties agree to an informal dispute resolution process during which authorized representatives of each Party shall meet and confer in good faith within ten (10) business days of written notice of the dispute. If the dispute is not resolved within sixty (60) days of such meeting, either Party may proceed with formal dispute resolution. The Parties acknowledge that this section includes disputes regarding in-kind and buy-back services under Section V(E).

C. MODIFICATION

1. This Charter can only be modified by a formal written instrument, executed by both Parties, and not by an act of the Parties.

2. MMCI reserves the right, at any time during the term of this Agreement, to request a modification of this Charter Agreement and to receive a determination of the request from the Board within one hundred and twenty (120) days, which may be appealed to the Maryland State Board of Education in accordance with Md. Code Ann., Educ. § 4-205(c)(3).

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. 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 MMCI to operate the School with the greatest degree of autonomy and freedom afforded under the Maryland state law, 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 MMCI to operate with greater autonomy and freedom, no part of this contract shall be interpreted to mean that MMCI has negotiated away the ability to operate in accordance with future rulings that accord it additional latitude. MMCI 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 MMCI 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 MMCI or the School, its directors, trustees, agents, or employees, and that MMCI 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. MMCI acknowledges that it is without authority to extend the faith and credit of the Board to any third party. MMCI and the School shall clearly indicate to landlords that the obligations of MMCI and the School under agreement or contract are solely the responsibility of MMCI or the School and are not the responsibility of the Board.

J. EXECUTION

Each of the persons signing this Agreement on behalf of a party or entity other than a natural person represents that he or she has authority to sign on behalf and to bind such party. This Agreement may be signed physically or electronically in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement.

K. ASSIGNMENT

None of the signatories to this Agreement may assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other signatories to this Agreement, except as may be indicated in this Agreement.

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

**For Monocacy Montessori Communities,
Inc.**



Alfred Reyes 6/24/26
President Date

**For Board of Education of Frederick
County**

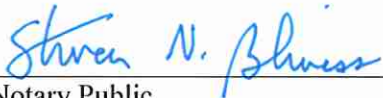


Roger Rose 6/24/26
President Date

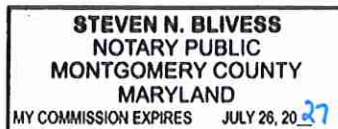
STATE OF MARYLAND:
COUNTY OF FREDERICK:

I hereby certify that on this 24th day of June, 2026, before me, a Notary Public of the state aforesaid, personally appeared **Alfred Reyes**, who made acknowledgement on behalf of the **Board of Trustees of Monocacy Montessori Communities, Inc.**, and that he as such **President**, being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing by himself as **President of the Board of Trustees of Monocacy Montessori Communities, Inc.**

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



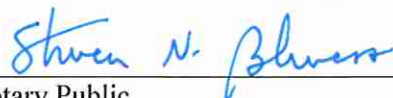
Notary Public
My Commission Expires



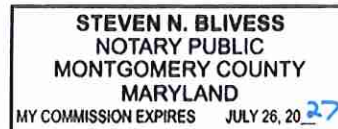
STATE OF MARYLAND:
COUNTY OF FREDERICK:

I hereby certify that on this 24th day of June, 2026, before me, a Notary Public of the state aforesaid, personally appeared **Roger Rose**, who made acknowledgement 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 purpose therein contained, by signing by himself as **President of the Board of Education of Frederick County**.

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



Notary Public
My Commission Expires



For Frederick County Public Schools

 June 24, 2026

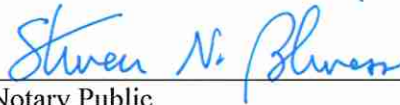
Dr. Cheryl L. Dyson
Superintendent

Date

STATE OF MARYLAND:
COUNTY OF FREDERICK:

I hereby certify that on this 24th day of June, 2026, before me, a Notary Public of the state aforesaid, personally appeared **Dr. Cheryl L. Dyson**, who made acknowledgement on behalf of the **Frederick County Public Schools** and that she as such **Superintendent**, being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing by herself as **Superintendent of the Frederick County Public Schools**.

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



Notary Public
My Commission Expires

